



City Council, Regular Meeting

AGENDA

April 18, 2011

5:00 pm – 9:30 pm
Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Approval of Agenda

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

Open Meeting Resumes 6:30 pm

Student Liaison Reports

- Eastlake High School
- Skyline High School

Public Comment

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

Consent Agenda

- Payroll for period ending March 31, 2011 for pay date April 5, 2011 in the amount of \$242,155.01
1. Approval: Claims for period ending April 18, 2011 in the amount of \$420,868.73 for Check No.28944 through No.29064
 2. Resolution: Authorizing The Write-Off Of Bad Debts And Granting Limited Authority To The City Manager To Write Off Future Bad Debts
 3. Contract: Recreation Center Design/Otak
 4. Contract: Sammamish Landing/Reid Middleton
 5. Amendment: Washington Trails Association/Evans Creek Preserve
 6. Approval: Minutes for the April 5, 2011 Regular Meeting

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.

Public Hearings

7. Ordinance: First Reading Repealing Chapter 5 Of Title 15 Of The Sammamish Municipal Code And Adopting A New Title 13 Of The Sammamish Municipal Code Identified As Surface Water Management

Unfinished Business

8. Ordinance Second Reading: Declaring Public Use And Necessity For Land And Property To Be Acquired By Eminent Domain For The Recreation Center Project; Authorizing Payment From The City's Parks Capital Improvement Fund; Providing For Severability; And Establishing An Effective Date

New Business

9. Ordinance: First Reading Authorizing Approval Of Short Plat

Council Reports**City Manager Report**

Executive Session – Potential Litigation pursuant to RCW 42.30.110(1)(i)

Adjournment

AGENDA CALENDAR

Apr. 2011			
Mon. 4/18	5:00 pm	Regular Meeting	Executive Session: Property Acquisition Public Hearing/First Reading: Ordinance/Stormwater Manual Ordinance: First Reading Olshausen Short Plat Approval Ordinance: Second Reading: Condemnation Ordinance Resolution: Accounts Receivable Write-Off (consent) Contract Award: Recreation Center/Otak (consent) Contract: Sammamish Landing/Reid Middleton (consent) Amendment: Washington Trails Assoc./Evans Creek Preserve (consent) Executive Session: Potential Litigation
May 2011			
Tues. 5/3	6:30 pm	Regular	Presentation: Backyard Wildlife Habitat Certification Presentation: GOFA Financial Reporting Award Shoreline Master Plan Update Department Reports: Finance/IT/ Public Works Planning Commission Handoff: Fundraising Raising Sign Ordinance Public Hearing/First Reading: Ordinance Title 23A Code Compliance Ordinance: Second Reading/Stormwater Manual Update Ordinance: Second Reading Olshausen Short Plat Approval Final Acceptance: 2010 Sidewalk Program/Salinas (consent) Contract: OHWM (tentative)
Tues. 5/10	5:30 pm	Joint Special Meeting/Parks Commission	Department Report: Parks Report: Community Center Discussion: Transfer of Development Rights Executive Session: Property Acquisition
Mon 5/16	6:30 pm	Regular Meeting	Public Hearing/First Reading: Ordinance: Shoreline Master Plan Public Hearing: First Reading Fund Raising Signs Ordinance: Second Reading Title 23A Code Compliance Contract: Consultant/SWM Inglewood & Tamarack Stormwater Analysis Contract: 228 th Operational Anylisis
Wed. 5/25	6:00 pm	Joint Meeting/ISD	Issaquah School District Office
Mon. 5/30	Closed	Holiday	Memorial Day – City Offices Closed
Jun. 2011			
Tues. 6/7	6:30 pm	Regular	Presentation: SAGE Team Ordinance: Second Reading SMP Second Reading Fund Raising Sign Bid Award: Police Parking Lot Project Bid Award: SE 32 nd Non-Motorized Project
Tues. 6/14	6:30 pm	Joint Meeting with Parks Commission	Discussion: Community Center
Mon. 6/20	6:30 pm	Regular Meeting	Contract Award: Pavement Overlay
Jul. 2011			
Mon. 7/4	Closed	Holiday	Independence Day – City Offices Closed
Tues. 7/5	6:30 pm	Regular	Community Center (placeholder) Contract: 244 th Non-Motorized
Tues. 7/12	6:30 pm	Study Session	
Mon. 7/18	6:30 pm	Regular Meeting	

August 2011			NO MEETINGS
Sept. 2011			
Mon. 9/5		Holiday	Labor Day– City Offices Closed
Tues. 9/6	6:30 pm	Regular	
Tues. 9/13	6:30 pm	Study Session	Department Reports: DCD/Admin/Police/Fire
Mon. 9/19	6:30 pm	Regular Meeting	
Oct. 2011			
Tues. 10/4	6:30 pm	Regular	
Tues. 10/11	6:30 pm	Study Session	Discussion: SWM update 2012 Department Reports: Finance/IT/Parks/Public Works
Mon. 10/17	6:30 pm	Regular Meeting	
Nov. 2011			
Tues. 11/1	6:30 pm	Regular	
Tues. 11/08	6:30 pm	Study Session	
Mon. 11/21	6:30 pm	Regular Meeting	
Dec. 2011			
Tues. 12/6	6:30 pm	Regular	Resolution: Final Acceptance/2011 Pavement Overlay
Tues. 12/13	6:30 pm	Study Session	
Mon. 12/19	6:30 pm	Regular Meeting	
To Be Scheduled		To Be Scheduled	Parked Items
Ordinance: Second Reading Puget Sound Energy Franchise Franchise: Cable TV Bid Award: Room 202 Tenant Improvements (Consent)		Final Acceptance: 244 th Avenue Improvement Project Final Acceptance: SE 20 th Street Non-motorized Improvement Project	Joint Meeting/LWSD

<< March

April 2011

May >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2 11 a.m. Parks and Recreation Commission Retreat
3	4 8 a.m. Spring Sock Installation	5 6:30 p.m. City Council Meeting	6 8 a.m. Call to Artists 6:30 p.m. Parks and Recreation Commission Meeting	7 6:30 p.m. Planning Commission Meeting Canceled 7 p.m. Front Porch Theater - Community Reading	8	9
10	11 6:30 p.m. Community Center Feasibility Study Public Meeting	12 6:30 p.m. City Council Study Session	13	14 6:30 p.m. Community Garden Steering Committee Meeting	15 8 a.m. Call to Artists - 2011 Art Fair 6 p.m. Art Exhibit Reception - Brian Bonebrake	16 9 a.m. Upcoming Events Recycling and Disposal 9 a.m. Sammamish Disaster Readiness Fair
17	18 8:30 a.m. Art Exhibit- Brian Bonebrake 5 p.m. City Council Meeting 6:30 p.m. Arts Commission Meeting	19 5:30 p.m. City Council Council Office Hour	20 6 p.m. Sammamish Youth Board Meeting	21 4 p.m. Public Safety Committee Meeting 6:30 p.m. Planning Commission Meeting	22	23 9 a.m. Pine Lake Park Clean Up
24	25	26 11 a.m. Non-Profit Panel & Brown Bag Lunch	27	28	29	30 10 a.m. Earth Day & Volunteer Event 10 a.m. Sammamish Walks
1	2	3	4	5	6	7

<< April

May 2011

June >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 9 a.m. Blood Drive at City Hall	2	3 6:30 p.m. City Council Meeting	4 6:30 p.m. Parks and Recreation Commission Meeting	5 6:30 p.m. Planning Commission Meeting	6	7
8	9 6:30 p.m. Community Center Feasibility Study Public Meeting	10 6:30 p.m. Joint City Council Meeting w/Parks & Rec Commission	11	12 6:30 p.m. Community Garden Steering Committee Meeting	13	14
15 8 a.m. Call to Artists - 2011 Art Fair	16 6:30 p.m. City Council Meeting 6:30 p.m. Arts Commission Meeting	17 5:30 p.m. City Council Council Office Hour	18 4 p.m. OPENING DAY Sammamish Farmers Market 6 p.m. Sammamish Youth Board Meeting	19 6:30 p.m. Planning Commission Meeting	20	21 9 a.m. Volunteer Event at Illahee Trail 10 a.m. Sammamish Walks
22	23	24	25 4 p.m. Sammamish Farmers Market 6 p.m. Joint City Council Meeting with Issaquah School District Board	26	27	28
29	30 8 a.m. Memorial Day City offices closed	31	1	2	3	4



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: April 14, 2011
RE: Claims for April 19, 2011

\$ 13,978.45
 170,810.04
 216,449.75
 19,630.49

Top 5 Expense Items in Packet

Puget Sound Energy	\$ 22,186.49	Various Electric & Gas Bills
Issaquah School District	\$ 20,952.00	School Impact Fees – March 2011
Olympic Environmental	\$ 20,654.25	Recycling Program
Barker Rinker Seacat	\$ 15,952.84	Acquatic Ctr Fesibility Study
Kenyon Disend	\$ 14,541.11	City Attorney Services

TOTAL: \$ 420,868.73	0.00	*
Check # 28944 through #29064		
	12,978.45	+
	170,810.04	+
	216,449.75	+
	19,630.49	+
	420,868.73	*

Accounts Payable

Computer Check Register

User: mdunham
 Printed: 04/04/2011 - 9:43AM
 Bank Account: APPR
 Batch: 001.04.2011



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
28944	US BANK	U. S. Bank Corp Payment Sys	4/5/2011		
				Parks Admin	21.82
				Parks Admin	59.80
				Parks Admin	59.80
				Parks Admin	-10.38
				Parks Admin	1,385.00
				Parks Admin	35.00
				Parks Admin	325.00
				Parks Admin	50.00
				Parks Admin	300.01
				Parks Admin	19.56
				Parks Admin	125.00
				Parks Admin	59.89
				Parks Admin	-5.20
				Parks Admin	11.46
				PW Admin	15.84
				PW Admin	959.00
				PW Admin	-220.00
				PW Admin	-220.00
				PW Admin	175.00
				PW Admin	17.98
				PW Admin	63.04
				PW Admin	170.18
				PW Admin	21.19
				PW Admin	21.68
				PW Admin	52.48
				Com Dev	55.55
				City Clerk	49.00
				City Clerk	125.00
				City Clerk	131.47
				Finance	325.00
				Finance	50.00
				Finance	185.00
				Finance	330.00
				Finance	11.00
				Finance	45.00
				Com Dev	60.00
				Com Dev	60.00
				Com Dev	24.59
				PW Maint 1	97.87
				PW Maint 1	-8.49
				PW Maint 1	179.00
				PW Maint 1	79.00
				PW Maint 1	238.00
				PW Maint 1	193.79
				PW Maint 1	53.43
				PW Maint 1	-4.64
				City Mgr	40.51

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
				City Mgr	33.78
				Parks Keller	206.47
				Deputy City Mgr	38.92
				Parks Keller	275.94
				Parks Keller	151.11
				Parks Keller	256.23
				Parks Keller	159.74
				Parks Keller	597.00
				Parks Keller	-204.25
				PW Maint 2	425.00
				PW Maint 2	80.00
				PW Maint 2	80.00
				PW Maint 2	80.00
				PW Maint 2	425.00
				PW Maint 2	425.00
				PW Maint 2	425.00
				PW Maint 2	175.00
				'W Maint Martin	202.54
				'W Maint Martin	118.21
				'W Maint Martin	-39.41
				City Mgr 2	48.88
				Purchasing	780.00
				Purchasing	1.60
				Purchasing	208.93
				Purchasing	46.99
				Purchasing	36.82
				Purchasing	19.62
				Purchasing	54.10
				Police	4.92
				Police	245.00
				Police 2	99.00
				Police 2	99.00
				Police 2	32.84
				Police 2	218.00
				City Clerk	3.99
				Parks Keller	2,354.25
					<hr/>
				Check 28944 Total:	13,978.45
					<hr/> <hr/>
				Report Total:	13,978.45
					<hr/> <hr/>

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 4/5/2011 - 9:46 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28945	04/05/2011	ANI	ANI Administrators NW Inc	1,618.15	0
28946	04/05/2011	AWCMED	AWC Employee BenefitsTrust	100,486.47	0
28947	04/05/2011	CHAP13	Chapter 13 Trustee	1,100.00	0
28948	04/05/2011	ICMA401	ICMA 401	31,596.95	0
28949	04/05/2011	ICMA457	ICMA457	8,661.02	0
28950	04/05/2011	ISD	Issaquah School District	20,952.00	0
28951	04/05/2011	LWSD	Lake Washington School Dist	6,250.00	0
28952	04/05/2011	PREPAIDL	Pre-Paid Legal Services, Inc	145.45	0
				<hr/> <hr/>	
Check Total:				170,810.04	
				<hr/> <hr/>	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 4/13/2011 - 2:22 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
28953	04/19/2011	ACE	Ace Hardware, LLC	1,308.96	0
28954	04/19/2011	ALDWORTH	Kurt Aldworth	102.80	0
28955	04/19/2011	ANDERPAP	Anderson Paper & Pkg Company	150.80	0
28956	04/19/2011	ANM	ANM Electric Inc	246.38	0
28957	04/19/2011	APS	Applied Professional Svcs, Inc.	240.00	0
28958	04/19/2011	APSINC	APS (Formerly Pac Mail)	494.94	0
28959	04/19/2011	BACKGROU	Background Source Intl	8.00	0
28960	04/19/2011	BHC	BHC Consultants, LLC	5,762.30	0
28961	04/19/2011	BMC	BMC Select	3,254.71	0
28962	04/19/2011	BMI	Broadcast Music, Inc	309.00	0
28963	04/19/2011	BRICKMAN	Brickman Group Ltd LLC	4,442.14	0
28964	04/19/2011	BRS	Barker Rinker Seacat Architecture	15,952.84	0
28965	04/19/2011	CADMAN	Cadman, Inc.	8,105.84	0
28966	04/19/2011	CALLAUTO	Callaway Auto Glass, Inc	82.13	0
28967	04/19/2011	CHANEY	Rebecca Chaney	66.00	0
28968	04/19/2011	CLYDEWES	Clyde West	4,131.14	0
28969	04/19/2011	CNR	CNR Inc	240.90	0
28970	04/19/2011	COSTCO	Costco Wholesale	1,202.06	0
28971	04/19/2011	DAVISMON	Mona Davis	27.96	0
28972	04/19/2011	DAY	Day Wireless	709.41	0
28973	04/19/2011	DEERE	John Deere Landscapes	261.88	0
28974	04/19/2011	DELL	Dell Marketing L.P.	8,619.39	0
28975	04/19/2011	EASTEQ	Eastside Equipment & Marine	320.35	0
28976	04/19/2011	ENERGOV	EnerGov Solutiuons	5,996.00	0
28977	04/19/2011	EVERGR	Evergreen Print Solutions	440.17	0
28978	04/19/2011	EWINGIRR	Ewing Irrigation	2,459.73	0
28979	04/19/2011	FASTENAL	Fastenal Industrial Supplies	627.59	0
28980	04/19/2011	FIREHOUS	Christian Edum	337.00	0
28981	04/19/2011	FLORES	Dawn Flores	43.94	0
28982	04/19/2011	FRONTIR2	Frontier	168.47	0
28983	04/19/2011	GRAINGER	Grainger	4,302.67	0
28984	04/19/2011	GRANGE	Grange Supply, Inc.	239.85	0
28985	04/19/2011	GRAYOS	Gray & Osborne, Inc.	1,436.58	0
28986	04/19/2011	GUROL	Kamuron Gurol	221.85	0
28987	04/19/2011	HAWLEY	Catherine	507.50	0
28988	04/19/2011	HDFOWL	H. D. Fowler Company	557.99	0
28989	04/19/2011	HOMEDE	Home Depot	1,334.70	0
28990	04/19/2011	HWA	HWA GeoSciences, Inc	1,636.66	0
28991	04/19/2011	ICLEI	ICLEI USA Membership	600.00	0
28992	04/19/2011	INTIMAN	Intiman Theatre	1,600.00	0
28993	04/19/2011	IPS	Integrated Print Solutions, Inc	13,803.05	0
28994	04/19/2011	IRONMT	Iron Mountain	901.63	0
28995	04/19/2011	ISSAQ1	Issaquah Press, Inc.	337.50	0
28996	04/19/2011	ISSCHURC	Issaquah Church & Community Sv	250.00	0
28997	04/19/2011	KCRADIO	King Cty Radio Comm Svcs	377.97	0
28998	04/19/2011	KCTROP	King County Treasury	20,431.36	0
28999	04/19/2011	KENYON2	Kenyon Disend PLLC	14,541.11	0
29000	04/19/2011	KINGFI	King County Finance A/R	971.00	0
29001	04/19/2011	KINGPET	King County Pet Licenses	165.00	0
29002	04/19/2011	KUSTOM	Kustom Signals, Inc.	402.92	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
29003	04/19/2011	LAKESIDE	Lakeside Industries	1,223.13	0
29004	04/19/2011	LESSCHWA	Les Schwab Tire Center	866.15	0
29005	04/19/2011	LEXIS	Lexis Nexis Risk Data Mgmt	94.22	0
29006	04/19/2011	LEYTON	Kimberly Leyton	253.73	0
29007	04/19/2011	MINUTE	Minuteman Press	1,344.93	0
29008	04/19/2011	NAPA/RED	Napa Auto Parts Redmond	174.14	0
29009	04/19/2011	NESAM	NE Sammamish Sewer & Water	124.33	0
29010	04/19/2011	NETRUCK	North End Truck Equip Inc	7,220.76	0
29011	04/19/2011	NPELRA	Natl Public Employer Labor Relations	200.00	0
29012	04/19/2011	NWCASC	Northwest Cascade, Inc.	429.14	0
29013	04/19/2011	NWWeath	NW Weathernet	302.00	0
29014	04/19/2011	ODELL	Thomas Odell	3,142.59	0
29015	04/19/2011	OER	Olympic Environmental Resource	20,654.25	0
29016	04/19/2011	OILCAN	Oil Can Henry's	54.63	0
29017	04/19/2011	OLDCASTL	Oldcastle Precast, Inc.	1,292.10	0
29018	04/19/2011	OQUIN	Brenda O'Quin	15.00	0
29019	04/19/2011	PACSOIL	Pacific Topsoils, Inc	418.27	0
29020	04/19/2011	PERRON	Scott Perron	48.96	0
29021	04/19/2011	PHILPOT	Laura Philpot	170.45	0
29022	04/19/2011	PIEDMONT	Piedmont Directional Signs	525.00	0
29023	04/19/2011	POA	Pacific Office Automation	196.98	0
29024	04/19/2011	PSE	Puget Sound Energy	22,186.49	0
29025	04/19/2011	QWEST	QWEST	211.31	0
29026	04/19/2011	RAINIER	Rainier Wood Recyclers Inc	25.00	0
29027	04/19/2011	REALCHEM	RealChem Northwest	287.44	0
29028	04/19/2011	ROTARSAM	Rotary Club of Sammamish	39.00	0
29029	04/19/2011	SAM	Sammamish Plateau Water Sewer	116.64	0
29030	04/19/2011	SAMCHAMB	Sammamish Chamber of Commerce	25.00	0
29031	04/19/2011	SB&MAC	Stewart Beall & MacNichols	2,845.00	0
29032	04/19/2011	SEATIM	Seattle Times	528.10	0
29033	04/19/2011	SEDGWICK	Sedwick Claims Mgmt Svcs, Inc	4,502.32	0
29034	04/19/2011	SONITROL	Sonitrol Pacific	803.77	0
29035	04/19/2011	SPRAGUE	SPRAGUE	91.98	0
29036	04/19/2011	STOECKL	Jane C. Stoecklin	115.00	0
29037	04/19/2011	SUBPROPA	Suburban Propane	22.00	0
29038	04/19/2011	SULTAN	Sultan Post & Pole	49.95	0
29039	04/19/2011	TUBBS	Thomas Tubbs	195.46	0
29040	04/19/2011	ULTRABLO	Ultrablock, Inc	2,387.10	0
29041	04/19/2011	UNITRENT	United Rentals NW, Inc	2,326.76	0
29042	04/19/2011	UPROAR	Uproar, Inc.	5,100.00	0
29043	04/19/2011	VERIZON	Verizon Wireless	111.56	0
29044	04/19/2011	WAALARM	Wa Alarm Inc	155.73	0
29045	04/19/2011	WABOI	Wa Assoc of Bldg Officials	36.14	0
29046	04/19/2011	WACE	Wa Assoc of Code Enforcement	75.00	0
29047	04/19/2011	WAPOISON	Wa Poison Center	2,200.00	0
29048	04/19/2011	WAWORK	Washington Workwear Stores Inc	746.75	0
29049	04/19/2011	ZEE	Zee Medical Service	1,532.62	0
29050	04/19/2011	ZUMAR	Zumar Industries, Inc.	250.70	0

Check Total:

216,449.75

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 4/14/2011 - 9:22 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
29051	04/19/2011	ATTLONG	AT&T	78.81	0
29052	04/19/2011	BRAUNS	Jeff Brauns	395.01	0
29053	04/19/2011	DEES	Bruce Dees & Associates	1,995.00	0
29054	04/19/2011	CADMAN	Cadman, Inc.	626.80	0
29055	04/19/2011	EWINGIRR	Ewing Irrigation	1,263.54	0
29056	04/19/2011	FASTENAL	Fastenal Industrial Supplies	105.54	0
29057	04/19/2011	GRAINGER	Grainger	667.23	0
29058	04/19/2011	JIMSNORT	Jim's Northgate Towing	278.94	0
29059	04/19/2011	KINGFI	King County Finance A/R	12,208.75	0
29060	04/19/2011	MAILPO	Mail Post	456.30	0
29061	04/19/2011	PSE	Puget Sound Energy	322.08	0
29062	04/19/2011	QWEST	QWEST	229.74	0
29063	04/19/2011	STAPLES	Staples Advantage	964.85	0
29064	04/19/2011	WED	Western Equipment Distributors	37.90	0
				19,630.49	
Check Total:				19,630.49	



City Council Agenda Bill

Meeting Date: April 18, 2011

Date Submitted: March 21, 2011

Originating Department: Finance IT

Clearances:

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

Subject: Uncollectible accounts receivable.

Action Required: Approve a resolution to write off current uncollectible accounts receivable and to delegate the authority to write off future uncollectible accounts receivable to the City Manager.

Exhibits:

1. Resolution
2. List of uncollectible accounts and amounts due

Budget: None

Summary Statement:

These unpaid accounts are all more than one year old and a significant amount of staff time has been devoted to collections over the past three years. All reasonable efforts have been made to collect the unpaid accounts receivable from sending reminder letters to turning the accounts over to a collection agency. The customers whose accounts are delinquent have been given the opportunity to discuss their accounts with city staff and request adjustments. Reasonable adjustments were made to some accounts and payment plans were set up for some accounts at the customer's request. It is unlikely that the remaining accounts will be paid, however payments may still be accepted after the accounts have been written off.

Background:

Prior to 2010 developers paid some of their development fees up front and some fees, particularly for public works review time and inspections, were billed to the developers after the work had been performed. Approximately 80% of the developers paid the invoices they received on time with the other 20% paying late or not at all. Beginning in 2010 the City Council approved a fee schedule that required an upfront deposit for all development review time, eliminating the problem of developers who paid late or not at all for development services. The remaining unpaid invoices are all for development work completed and invoiced for prior to 2010.

Financial Impact:

Original Amount of Unpaid Accounts:	\$376,614.18
Collected or Adjusted to Date:	-\$214,681.31



City Council Agenda Bill

Account under review or on payment plan	-\$48,623.32	
Uncollectible Write-off Request:	<table border="1"><tr><td>\$113,309.55</td></tr></table>	\$113,309.55
\$113,309.55		

Recommended Motion:

Adopt the Resolution.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2011-**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, AUTHORIZING THE WRITE-OFF OF
BAD DEBTS AND GRANTING LIMITED AUTHORITY TO
THE CITY MANAGER TO WRITE OFF FUTURE BAD
DEBTS**

WHEREAS, the City has approximately 30 accounts with unpaid accounts receivable invoices that have been outstanding for more than one year; and

WHEREAS, the City has taken reasonable steps to collect these unpaid invoices ranging from a series of reminder letters to sending the unpaid accounts to a collection agency; and

WHEREAS, the customers have been notified by letter of the opportunity to meet with City staff to discuss their accounts; and

WHEREAS, accounts have been adjusted and/or payment plans have been set up based on reasonable customer requests; and

WHEREAS, the economic downturn, foreclosures, and bankruptcies have made some accounts uncollectible; and

WHEREAS, the City Council must approve bad debt write offs or set a policy to delegate approval of bad debt write offs;

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

Section 1. Authorize the write off of current bad debts. The City Council hereby authorizes write-off of the bad debts over one year old currently recorded in the City's accounts receivable system.

Section 2. Delegation of authority. The City Council hereby delegates the authority to write off bad debts of \$10,000 or less per account to the City Manager after all reasonable steps have been taken to collect the amount due.

Section 3. Effective Date. This resolution shall take effect immediately upon signing.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE _____ DAY OF APRIL.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:

April 6, 2011

Passed by the City Council:

Resolution No.:

R2011-

Exhibit 2

Uncollectible Accounts April 2011

Account Name	Amount
ASI Subdivision	393.76
AT&T	56.25
AT&T	189.00
Sandy Bracelin	1,245.50
Cedar Cove-Jim Tosti	67,300.18
Daily Short Plat-Lavern Posten	168.75
East Lake Samm Condos	297.00
Eden's Glen	112.50
Michael Exendine	648.00
Peter Fung	4,180.51
Greenbriar Subdiv 1 - Bennett Sherman LLC	2,587.52
Greenbriar Subdiv 2 - Bennett Sherman LLC	7,637.88
Hamm Subdivision-Marc Wilson	3,093.76
Rob Howard	112.50
Inglewood Hts. Estates	56.25
JLM Inv. (Alford Curry)-Jim Tosti	3,321.00
Lin Townhomes	1,237.50
Nations, Amanda	2,156.25
New Cingular WrIs	3,000.00
Eric Perrigo	108.00
PTS Cingular	523.13
Samm. Trails/Highland Rdg	3,768.75
Sara's Crossing-Dan Kelley	1,800.00
Scott Saunders	337.50
Saxony	56.25
Nicholas Scholten	324.00
Brad Sourbear	3,712.53
Brad Sourbear (Barski)	1,940.64
Walligora	222.75
Maria Wallinger	2,721.89
Total	<u>113,309.55</u>



City Council Agenda Bill

Meeting Date: April 18, 2011

Date Submitted: April 13, 2011

Originating Department: Parks and Recreation

Clearances:

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

Subject: Design of Access Driveway for Recreation Center

Action Required: Authorize the City Manager to sign a contract with Otak for civil engineering support services for the design of the secondary access driveway for the proposed Recreation Center in the amount of \$27,900.00.

Exhibits: 1. Contract

Budget: \$350,000 is allocated in the 2011-2012 budget for the Recreation Center Project.

Summary Statement:

The City of Sammamish, in partnership with the Boys and Girls Club, is renovating the old King County Sammamish Library to accommodate a recreation center. The City is responsible for design and construction of a secondary driveway to improve access and circulation.

The proposed 20'-wide secondary access driveway will connect Inglewood Hill Road NE to the existing parking lot via the west side of the building. The contract for the proposed 20' wide driveway includes design of grading, drainage, pavement surfacing, the driveway apron, a temporary erosion and sediment control plan, and the storm water management approach for flow control and water quality treatment. The complete contract bid documents include construction plans and specifications.

The Parks Planning Team, all licensed Landscape Architects, will complete the landscape architectural portion of the design as well as providing project management and construction administration.

Acquisition of a triangular landscaped parcel, owned by the adjacent apartment complex and situated between the City's property and Inglewood Hill Road NE, will be required for development of the secondary access driveway. A final reading and approval of the condemnation ordinance is scheduled for April 18, 2011, concurrent with approval of this contract.

Staff solicited proposals for civil engineering services through the eCityGov Shared Procurement Portal. Based on the project approach, work with projects of a similar nature, the experience and qualifications of the staff, and the ability to meet the project timeline, Otak was selected for the project.



City Council Agenda Bill

Background:

The old King County Library was purchased by the City in early 2010. Phase I improvements include interior renovations and the addition of a secondary access drive. Phase II improvements include the addition of a multi-use gymnasium. This contract covers Phase I access driveway design through permit and construction drawings and specifications.

As a cost saving measure for the City, the Parks Planning Team is taking the lead on this project and designing the planting, irrigation and site restoration plans. Park planning will also oversee the civil engineering consultants, coordinate and obtain permits, and manage the construction administration for the project.

Financial Impact:

The contract amount is for \$27,900. A total of \$350,000 is allocated in the 2011-2012 Budget (Parks CIP) for Phase I access drive design and construction. The project budget covers costs associated with surveys, preparation of construction drawings, permitting, bidding, construction administration, and project construction.

Recommended Motion:

Authorize the City Manager to approve the professional services contract with Otak for engineering support services in the amount of \$27,900.00.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Otak

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "___"

A sum not to exceed \$27,900.00

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2011, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

Exhibit 1

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

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

Exhibit 1

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

Company Name Otak
Contact Name Chad Weiser
Street Address 10230 NE Points Drive, Suite 400
City, State Zip Kirkland, Washington 98033
Phone Number 425-822-4446
Email chad.weiser@otak.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: Chad Weiser

Title: City Manager

Title: Principal

Date: _____

Date: 4/11/11

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney



10230 ne points drive, suite 400 • kirkland, washington 98033
(425) 822-4446 • fax (425) 827-9577
www.otak.com

April 11, 2011

Kellye Hilde
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075

Re: Recreation Center Driveway Design Services— Otak Project No. 31778

Dear Kellye:

We are pleased to provide this proposal for civil engineering services for the Boys and Girls Recreation Center project located in Sammamish, Washington at the intersection of NE Inglewood Hill Road and 228th Avenue NE. This proposal is based on the information provided and the conversations we have had in the past two weeks. It is our understanding the Boys and Girls Club and its consultants are currently developing plans to renovate the existing building on-site, add a gymnasium, parking structure and an access drive from the existing parking lot to NE Inglewood Hill Road. The gymnasium, parking structure and access drive are planned as a future phase. In the interim, the City desires a temporary 24-ft wide asphalt driveway to provide access from NE Inglewood Hill Road to the existing parking lot to the west of the existing building. This letter details the services Otak proposes to perform in connection with the design of this temporary driveway, the fee at which Otak proposes to perform these services, the schedule for completing the services, and the assumptions upon which Otak has based this proposal.

Scope of Services

Otak proposes to provide professional services for civil engineering to develop a small works roster bid package for the construction of a commercial driveway access to the Recreation Center from Inglewood Hill Road. The following Scope of Work is based on our experience with similar projects and our understanding of the City's design standards and requirements for bidding on this project.

Task 001—Civil Engineering

Otak will provide civil engineering services to design the proposed 24-foot wide driveway connection from the Recreation Center existing parking lot to Inglewood Hill Road NE. The civil engineering services will include design of grading, drainage, TESC, pavement surfacing, driveway apron and the storm water management approach for flow control and water quality treatment. The civil design package will be prepared for review by City Staff at 30%, 70% and 95% of completeness. Otak would propose submittal of drawings for construction permit upon incorporating City staff's suggested revisions after the 70% review and prior to 95% bid package review. Otak will incorporate plan revisions which respond to comments from the City staff after the 30%, 70% and 95% review stages as well as incorporate City construction permit review comments as part of that process.

Kellye Hilde
City of Sammamish

Page 2 of 4
April 11, 2011

For the 30% review, a preliminary layout of the driveway with proposed grading will be provided for discussion with City staff. Otak will also provide a base drawing of proposed improvements with underlying survey for City staff to use in preparation of landscape and irrigation plans for the project. The following is a list of expected documents to be prepared as part of the 70%, 95% and 100% bid package:

1. Title Sheet
2. TESC and Clearing/Demolition Plan
3. Site Paving Plan
4. Grading and Drainage Plan
5. Paving and Drainage Details
6. Technical Information Report (for City regulatory review)
7. Project Specifications (to be provided in a WSDOT format)
8. Engineer's Quantities and Estimate of Probable Construction Cost

Otak will participate in four meetings with City Staff during the project including a kickoff meeting, 30% plan review meeting, 70% plan review meeting and a 95% plan review meeting. Coordination with the Boys and Girls Club project team will take place in association with preparation of the 30% design review drawings.

Task 001 Not To Exceed Labor Fee	\$26,900
Estimated Reimbursable Expenses	<u>\$1,000</u>
Total Labor Fee & Expenses	\$27,900

Schedule

Otak will provide Civil Engineering and Landscape Architecture drawings on a schedule that is mutually agreed upon between City of Sammamish and Otak. It is expected that the 30% preliminary drawings will be provided in early June 2011 and draft 70% complete drawing submittal will be provided by mid July 2011 and the final construction package complete by mid September 2011. Final scheduling of these submittals will be coordinated with the City of Sammamish and will depend on timing of the condemnation and permitting processes.

Compensation

As compensation for the performance of the services described above, Otak will be reimbursed by the City of Sammamish on a time and materials basis with a not to exceed maximum fee based on the scope of work and assumptions within this proposal. Indirect and direct reimbursable expenses will be invoiced in addition to the labor fee on a cost plus ten percent (10%) basis. Otak agrees to inform the Client if the scope of work requested by entities is beyond that which is currently contracted prior to performing the work. Otak will require written approval before completing work beyond the scope presented in this proposal. Invoices will be sent monthly and payment is due within 30 days of the invoice.

Assumptions

This proposal and Otak's agreement to perform said services is based upon the following assumptions:

1. The Client shall furnish basic information, prepared or obtained by others, which is pertinent to the services contained in this proposal including, but not limited to:
 - a. A topographic/boundary survey, in electronic AutoCAD format, for use as a base in preparing the civil and landscape design package.
 - b. The Client shall make jurisdictional plan submittals and pay all filing fees, application fees, permit fees, etc., to all Agencies having jurisdiction over the project.
 - c. A Geotechnical study will be provided by the Client for earthwork, paving and storm water infiltration recommendations.
 - d. A Traffic Impact Analysis will be provided by the Client.
 - e. The boiler plate Division 0 and 1 contract documents will be provided by the Client.
2. Storm water design will be in accordance with the 1998 King County Surface Water Design manual and rain gardens are to be designed based on modeling using WWHM or KCRTS.
3. Client will prepare landscape and irrigation plans and specifications which will be packaged into the bid documents.
4. The Client shall guarantee access and make all provisions necessary to enter public and private property as required to perform services covered by this proposal.
5. No public road, public sidewalk, curbs or utility frontage improvements will be required other than those needed to create the driveway access.
6. Public storm sewer, sanitary sewer and /or water extensions are excluded from this scope.
7. The project only includes design of a private storm drainage system and no other private or public utilities.
8. Services resulting from significant changes in general scope of the project design including, but not limited to, changes in size, complexity, Client's schedule, character or type of constructions, and revisions to previously accepted studies, reports or design documents.
9. Plans will reference public agency standards and specifications, such as WSDOT/APWA 2010 Standard Specifications or City of Sammamish standard details. A Project Manual, Standards or Specification Book will not be prepared for our design.
10. Client will provide all construction support services. Any construction period services to be provided by Otak will be completed under a separate authorized contract amendment.
11. Fees listed in this proposal are based on standard hourly rates. If services extend beyond September 30, 2011, modifications to this proposal will be made to reflect hourly rates that are in effect at the time work is performed.

Tasks and services not included:

1. Planning, architecture, landscape architecture, surveying, structural engineering, traffic engineering or lighting design
2. Signage or irrigation design
3. Required trash enclosure and onsite recyclable storage space design

Kellye Hilde
City of Sammamish

Page 4 of 4
April 11, 2011

4. Conditional Use Permits, Environmental Checklist (SEPA), or Lot Line Adjustments
5. Public water/sewer/roadway improvements
6. Access easements, grading easements, boundary surveys, and easement preparation or acquisition documents
7. Coordination with gas, cable, telephone and electrical service
8. As-built surveys or revised plans after construction
9. Construction period services

We sincerely appreciate the opportunity to work with you on this project. If the proposal outlined in this letter is acceptable to the City of Sammamish, please forward a Professional Services Agreement for our review and execution. If you have any questions, please call me at (425) 250-5250.

Sincerely,

Otak, Incorporated



Chad Weiser, ASLA, AICP
Principal

CPW

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

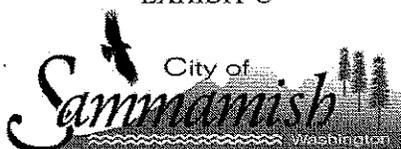
Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

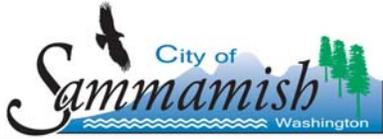
Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: April 18, 2011

Date Submitted: April 13, 2011

Originating Department: Parks and Recreation

Clearances:

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

Subject: Design of docks and Additional Engineering Support for Sammamish Landing Park Phase I Development

Action Required: Authorize the City Manager to execute a contract with Reid Middleton for dock design and engineering support services for the Sammamish Landing Phase I project.

Exhibits: 1. Contract

Budget: \$600,000 is allocated in the 2011-2012 Budget for Sammamish Landing Phase I Project.

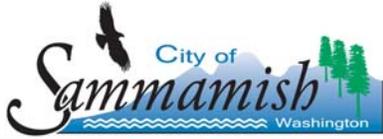
Summary Statement:

The Sammamish Landing Phase I project includes an entry plaza, signage, picnic shelters, site furnishings, trail improvements with access to existing pocket beaches, and the restoration of one or both of the existing docks.

The scope of work under this contract includes the design and engineering of the new docks. The final configuration and sizing of the docks will be determined with assistance from the consultants. The contract also includes preparation of construction documents (drawings, specifications and construction costs), and permitting and preparation of a bid package. In addition, Reid Middleton will provide engineering support for the structural design of two small picnic shelters and their foundations.

This project was one of many capital projects brought in-house for design in 2011 as a cost savings measure. The Parks Planning Team, all licensed Landscape Architects, will complete the landscape architectural portion of the design as well as providing project management and construction administration.

Construction on the landward portion of the park will begin this summer, with opening anticipated later this fall. Construction of the docks will lag behind general park construction due to permitting requirements from multiple agencies (Department of Fish and Wildlife, Department of Ecology, Army Corp of Engineers and City of Sammamish); permitting timelines for the docks (9 to 12 months); and, a limitation on over water construction (permitted July 15 to December 31 only). It is anticipated that dock construction will take place and be completed in the summer of 2012.



City Council Agenda Bill

Staff selected a qualified engineer through the eCityGov Shared Procurement Portal's Professional Services Roster. Based on work with projects of a similar nature, the experience and qualifications of the staff, familiarity with Lake Sammamish, and the ability to meet the project timeline, Reid Middleton was selected for the project.

Background:

The two existing docks at Sammamish Landing are fixed residential docks that are submerged under water for part of the year due to seasonal fluctuations in the water level of Lake Sammamish. The docks in their existing state are not safe for use due to missing and decayed decking and also due to seasonal submersion. Neither of the docks complies with ADA regulations.

The original intent of the Master Plan was to renovate/resurface both docks and preserve the existing footprint and structure. Upon further evaluation, however, staff determined that the seasonal submersion of the docks during the winter is not acceptable for a public park, the relatively small size of the docks will limit public use, and the water depth is fairly shallow at the location of the northern dock.

Based on the above information, staff are proposing a re-design of the docks to ensure that public needs are met. An assessment of the docks found most of the pilings are in fairly good condition; therefore every effort will be made to re-use the pilings during design.

The consultants will first examine and help determine an appropriate layout/configuration for the docks at Sammamish Landing. The structures will be floating to accommodate year-round use. The size and footprint of at least one of the docks will likely be increased, within permitted allowances, to better accommodate public use.

The southern dock, the larger of the two, was built sometime in the 1990's. Based on preliminary conversations with the consultants, we anticipate this dock will be enlarged to accommodate public access needs and to meet ADA requirements. This structure will be a floating dock to accommodate the seasonal water level fluctuations and be available for year-round use. The design will incorporate new trends in decking materials and will be designed to have a life-span of approximately 30 years.

The northern smaller dock was built in the 1960's. The challenge at this location in particular is the shallow depth of the water. Regardless of the structure designed at this location, we will need to ensure the water is deep enough for swimming use. A swim platform (anchored at a reasonable depth) may be considered as an alternative to a dock.

Additional Background on the Project:

Sammamish Landing is a 6.35 acre site located along the eastern shoreline of Lake Sammamish at the northwest corner of the City. It is the only stretch of land along the shoreline of Lake Sammamish that is in public ownership within the City limits. King County property and the East Lake Sammamish multi-use trail bisect the project site. The master plan was reviewed and coordinated with the County in an effort to incorporate the trail into the design and deliver a seamless experience to the park/trail user.



City Council Agenda Bill

In 2001, the City received a gift of 1,470 feet of Lake Sammamish waterfront property valued at \$4.8 million. In March 2009 the City of Redmond transferred five neighboring parcels to the City of Sammamish. A few privately owned parcels interrupt the land in public ownership. The City purchased two of these private parcels in March 2011. The project site is therefore not contiguous but extends approximately 2,750 feet along the shoreline.

The City's Model Master Plan Process was conducted from July 2008 to May 2010 to arrive at a revised preferred master plan for Sammamish Landing. Community input was obtained through a web-based community survey and three public meetings. Check-in meetings were also held with the Parks Commission and the City Council at each stage of the process. A SEPA review of the master plan was completed and a determination of non-significance was issued in June 2010. The master plan for Sammamish Landing was adopted by Council at a Regular Meeting held on July 20, 2010.

Anticipated timeline for the Sammamish Landing Phase 1 Project:

- Phase I design and construction documents (excluding docks): Spring 2011 (**in progress**)
- Phase I construction (contractor and in-house, excludes docks): Summer/Fall 2011
- Phase I dock design and construction documents: Spring/Summer 2011 (**in progress**)
- Phase I dock permitting: Summer/Fall/Winter 2011-2012
- Phase I dock bid: Spring 2012
- Phase I dock construction: Summer 2012

Financial Impact:

The contract amount is for \$45,000. A total of \$600,000 is allocated in the 2011-2012 Parks Capital Improvements Project Budget for the Sammamish Landing Phase I Design and Construction Project. The project budget covers costs associated with surveys, preparation of construction drawings, permitting, construction administration, and project construction.

The majority of the Sammamish Landing Phase I design work and the construction administration will be done in-house by the Parks Planning Team.

Recommended Motion:

Authorize the City Manager to execute a contract with Reid Middleton for dock design and engineering support services for the Sammamish Landing Phase I project in the amount of \$45,000.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Reid Middleton

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$45,000.00

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2013, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

Exhibit 1

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

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

Exhibit 1

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

Reid Middleton
728 134th Street SW, Suite 200
Everett, WA 98204
Phone: (425) 741-3800

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: *Shawn Kida*

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A

April 13, 2011
 File No. 24-11-913-008

Ms. Anjali Myer
 City of Sammamish
 801 - 228th Avenue SE
 Sammamish, WA 98075

Subject: Agreement for Professional Services
 Sammamish Landing Dock Replacement and Shelters

Dear Ms. Myer:

Thank you for considering Reid Middleton to provide professional engineering services for replacement of the docks and the addition of new picnic shelters at Sammamish Landing on Lake Sammamish. We look forward to working with you on this project.

A. PROJECT UNDERSTANDING

The City of Sammamish (City) owns waterfront property along the east shore of Lake Sammamish. The property will be redeveloped into a public access park called Sammamish Landing. The park property will include pathways to the Lake, two small picnic pavilions, improved pocket beaches, and other minor improvements. The two pavilions will be similar in design to the small pavilion recently installed at Pine Lake Park.

There are currently two fixed timber piers that are under water during high lake periods. The City plans to replace these two fixed piers with one or two floating pier facilities to provide public access to the water.

The City will be responsible for the overall park design and assembly of the construction package for the picnic shelters. It is anticipated that the picnic shelters will be bid ahead of the dock improvements.

The dock improvements will be bid separately and Reid Middleton will be responsible for the design and construction package for this piece of the project. The pocket beach area improvements will be designed by the City and

WASHINGTON

728 134th Street SW
 Suite 200
 Everett, WA 98204
 Phone: 425 741-3800
 Fax: 425 741-3900

ALASKA

4300 B Street
 Suite 302
 Anchorage, AK 99503
 Phone: 907 562-3439
 Fax: 907 561-5319

Exhibit 1

Ms. Anjali Myer
City of Sammamish
April 13, 2011
File No. 24-11-913-008
Page 2

incorporated into the dock improvements bid package. The City has requested engineering services for the design of the one or two floating dock structures at the site, grading plans for proposed ADA accessible paths to the floating docks, and structural design of the structure and foundation of the picnic shelters and minor modular block retaining wall structures for the site.

The City will contract under separate contracts with a geotechnical engineer and an environmental firm for geotechnical engineering and biological services for the project. These services are excluded from this scope of services for Reid Middleton.

The following scope of services will be provided for the project by Reid Middleton:

B. SCOPE OF SERVICES

1. Conceptual Design

Reid Middleton will utilize the existing base map and preliminary concept sketches provided by the City to prepare three conceptual site plans for Sammamish Landing. The alternatives will include replacement of the existing docks with new floating docks in the same general locations, an alternative with one larger south dock and a small swim platform at the vicinity of the north dock, an alternative with one centrally located large dock structure. The feasibility and cost/benefit of potentially reusing some of the existing piling will be investigated.

The City will provide conceptual design of the upland features of the park including placement of the two small picnic shelters, general site grading, layout of retaining walls, layout of main pathways, and other upland site features. Reid Middleton will attend a meeting at the City to discuss the proposed upland design and site features and to coordinate the access trails to the proposed docks.

Based on the City's concept for the upland site features, Reid Middleton will layout American with Disabilities Act (ADA) - accessible pathways to the dock structures including rough grading, path widths, and location of pathways that coordinate with the upland site features.

Exhibit 1

Ms. Anjali Myer
City of Sammamish
April 13, 2011
File No. 24-11-913-008
Page 3

Deliverables for this phase will be three 11" x 17" concept sketches of the proposed docks and trails along with an opinion of probable construction costs for each of the three alternatives. The drawings will be provided in AutoCAD format and the opinion of probable construction costs will be provided in Excel format.

Following the conceptual design phase, the City shall review the proposed alternatives and select a final concept as the preferred concept for the project to carry forward into the design and permitting phase.

2. 45 Percent Design Phase

Reid Middleton will prepare design, drawings, and outline of technical specifications in Construction Specifier Institute (CSI) format to an approximately 45 percent level of completion for the site grading of the ADA accessible pathways to the docks, and the floating dock(s). The design and drawings will show the pile anchoring system, float system, and approach abutment for the floating dock(s).

The proposed floats will be lightweight polyethylene tubs with timber framing and grated decking. This lighter weight system will allow for removal of the float system during the winter season to prevent damage to the float system. The floats will not be designed to be in place year around due to the high exposure of the site.

The drawings will be in 8 ½" x 11" format suitable for application to the Corps of Engineers and Washington Department of Fish and Wildlife.

Reid Middleton's structural engineer will review the proposed structure and foundation for the picnic shelters and the two to three foot-high retaining wall design for the site as proposed by the City. Reid Middleton will provide design calculations for the shelter structure, foundation and wall design, and will provide any recommendations for modification as required by the structural analysis. Any modifications will be provided as notes and hand sketches. No drawings or details in AutoCAD will be provided by Reid Middleton for the foundation or retaining wall; these shall be provided by the City.

Exhibit 1

Ms. Anjali Myer
City of Sammamish
April 13, 2011
File No. 24-11-913-008
Page 4

Deliverables for the 45 percent design will be a pdf set of drawings and AutoCAD files for the accessible paths, abutments, pile, and floating dock systems, a Word document showing an outline table of contents of technical specifications sections for the demolition of existing docks, and for the new abutment, piling, and docks, and an Excel file of the opinion of probable construction costs. The City will review the submitted 45 percent documents and provide comments for incorporation into the 90 percent documents.

3. Permitting

Reid Middleton will prepare a project description and the Joint Aquatic Resource Application for submission of the project to the Corps of Engineers for a Section 10 Permit and to the Washington Department of Fish and Wildlife for a Hydraulic Project Approval (HPA) permit, and if required for an individual Water Quality permit and Coastal Zone Management Consistency Determination from the Washington Department of Ecology.

Reid Middleton will provide the project description to The Watershed Company in order for them to prepare a Biological Evaluation (BE) for the project. All of Watershed's work will be done under separate contract with the City and is therefore not included in this scope.

Reid Middleton will submit the application, drawings, and BE to the Corps and WDFW and track the Corps of Engineers and HPA permit progress including regular telephone calls to the agencies, response to questions, and provide preparation of one revision of the permit drawings if requested by the agencies. It is assumed that The Watershed Company will be available under separate contract to answer biological and environmental questions as required. The fee for these services is based on a permit process less than 12 months. If the permit process is longer than 12 months, additional fees may be required.

The City shall be responsible for the SEPA process for the project including the Environmental Checklist, submittal of the JARPA application for the SEPA process, and tracking of the SEPA permit. Reid Middleton can provide technical input into the SEPA checklist as requested by the City. Watershed under separate contract with the City

Exhibit 1

Ms. Anjali Myer
City of Sammamish
April 13, 2011
File No. 24-11-913-008
Page 5

can provide biological and environmental input as requested by the City for the Environmental Checklist.

This work excludes any other permitting associated with the project including a reapplication meeting and mitigation design, if required for the project. These services can be done as additional services if requested by the City.

4. 90 Percent Design Phase

Reid Middleton will prepare design, drawings, and technical specifications in CSI format to an approximately 90 percent level of completion for the site grading of the ADA accessible pathways to the docks, the abutments, and the floating dock(s). The design and drawings will show the pile anchoring system, float system, and approach abutment for the floating dock(s).

Reid Middleton will review the City's 45 percent drawings for the foundation and retaining wall layout and will finalize any structural calculations necessary for the design of the foundation and the retaining walls. Reid Middleton will make any recommendations on modifications to the design via notes on the City's 45 percent drawings.

Deliverables for the 90 percent design will be three sets of sealed drawings for the accessible paths, abutments, pile, and floating dock systems, technical specifications sections for the abutment and dock, notes on the City's shelter structure, foundations and wall drawings, shelter specifications, sealed calculations, and an opinion of probable construction costs. The drawings will be in 22" x 34" format utilizing the City's border and pen configuration for AutoCAD. Electronic files in AutoCAD, Word, and Excel formats will be provided for the drawings, specifications, and opinion of probable costs respectively.

The City will utilize the submittal for the application for the Building Permit for the project. The City will prepare the Building Permit application, submit the application materials, and track the Building Permit process. Reid Middleton will answer technical questions that arise during the Building Permit process related to the docks and picnic structures.

Exhibit 1

Ms. Anjali Myer
City of Sammamish
April 13, 2011
File No. 24-11-913-008
Page 6

The City will review the 90 percent design documents and provide comments for incorporation into the final bid set of documents.

This work excludes any Division 0 and 1 front end specifications. It is assumed that the City will be preparing the front end documents for the project. Reid Middleton will provide technical input into the Division 1 section on waterside and landside access and controls in coordination with the technical specification sections.

5. Bid Documents

Following completion of the 90 percent design phase, receipt of comments from the City on the 90 percent submittal, and receipt of permits, Reid Middleton will finalize the design, drawings, and technical specifications and prepare documents suitable for incorporation into the bid set for the project.

The final documents will include drawings and technical specifications sealed by a licensed professional engineer in the State of Washington, and an opinion of probable construction costs. A single full-size sealed original set of the drawings and a clean copy of the technical specifications will be provided to the City. A sealed set of calculations for the shelter structure and foundation will be provided. Electronic files in AutoCAD, Word, and Excel formats will be provided for the drawings, specifications, and opinion of probable costs respectively.

It is assumed that the City will be responsible for final assembly, posting on electronic bid site, and distribution of the bid documents and administration of the bid process.

6. Additional services requested by the City. Additional services requested by the City may include additional conceptual alternatives, stormwater design, and bid and construction administration assistance services. Amendments for these services can be prepared as requested by the City.

Exhibit 1

Ms. Anjali Myer
City of Sammamish
April 13, 2011
File No. 24-11-913-008
Page 7

C. PERIOD OF PERFORMANCE

Reid Middleton will begin services upon receipt of a signed agreement and will make every reasonable effort to complete the services in a timely manner considering the needs of the project.

D. CLIENT'S RESPONSIBILITIES

The City shall provide available pertinent data, documents, and other information to Reid Middleton as necessary to complete the services outlined in Section B above.

E. COMPENSATION

1. For services described in Section B, Items 1 through 5, Reid Middleton shall be paid on a "time-plus-expenses" basis using the rates indicated in the attached Exhibit "D," Schedule of Charges Effective July 1, 2010. We estimate the fee for this portion of the services to be \$45,000.
2. For services described in Section B, Item 6, Reid Middleton shall be paid on a "time-plus-expense" basis in accordance with provisions of the attached Exhibit "D," Schedule of Charges Effective July 1, 2010, or on the basis of such other mutually satisfactory arrangements as may be negotiated.

F. REID MIDDLETON STAFF

Shannon Kinsella will be the project manager primarily responsible for this job. However, other individuals at Reid Middleton will work on aspects of your project as required.

We appreciate the opportunity to submit this proposed agreement. The terms of this agreement will become effective when confirmed by your signature within 30 days. If you wish to pursue this project after that time, this agreement may then be renegotiated. If the terms are acceptable, please sign your acceptance below and return one executed copy to Reid Middleton.

Exhibit 1

Ms. Anjali Myer
City of Sammamish
April 13, 2011
File No. 24-11-913-008
Page 8

If you have any questions or comments please call me.

Sincerely,
Reid Middleton, Inc.



Shannon Kinsella, P.E.
Principal
Attachments

c:\w\H:\DOC\24Wf\2011\913\008 Lake Sammamish Docks\Contract\Lake Sammamish Dock and Shelter
RM Exhibit A.doc/smk



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

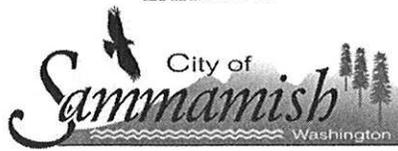
Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

Reid Middleton, Inc.
Exhibit "D" Schedule of Charges
Effective July 1, 2010 through June 30, 2011

Compensation shall be based on time and expenses directly attributable to the project and shall follow the schedule below unless another method of compensation has been expressed in the written agreement.

I. Personnel	Hourly Rate
Principal	\$ 180.00 - \$ 225.00
Principal Engineer/Principal Planner/Principal Surveyor	\$ 170.00 - \$ 200.00
Senior Engineer/Senior Planner/Senior Surveyor	\$ 150.00 - \$ 170.00
Project Engineer/Project Designer/Project Surveyor/Project Planner.....	\$ 115.00 - \$ 140.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II	\$ 105.00 - \$ 110.00
Designer I/Planner/CAD Technician II	\$ 80.00 - \$ 95.00
Project Administrator.....	\$ 80.00 - \$ 95.00
CAD Technician I/Survey Technician/Technician/Technical Writer I	\$ 60.00 - \$ 85.00
 Survey Crew (2 Person/RTK/Robotic).....	 \$ 165.00
Survey Crew (3 Person/GPS).....	\$ 250.00

Expert Witness/Forensic Engineering 1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

II. Equipment	Rate
Design Software/Computer Aided Drafting	\$ 12.00/hour

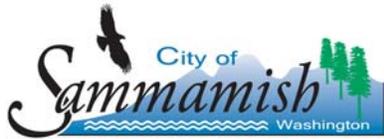
III. Reimbursable Expenses	
Local Mileage - Automobile	\$ 0.51/mile
Local Mileage - Survey Truck	\$ 0.51/mile

Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

IV. Client Advances

Unless the parties agree otherwise in writing, charges for the following items shall be paid by the client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.



City Council Agenda Bill

Meeting Date: April 18, 2011

Date Submitted: April 13, 2011

Originating Department: Parks and Recreation

Clearances:

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

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

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

Exhibits:

1. Contract Amendment
2. Original Contract

Budget: \$850,000 is allocated in the 2011-12 Parks CIP for the Evans Creek Preserve Phase I Project.

Summary Statement:

Washington Trails Association (WTA) was awarded a contract on February 15, 2011 for trail construction services at Evans Creek Preserve (ECP). WTA recently informed us that they have an opening on their fall calendar for additional trail work parties. Under this contract amendment, WTA will facilitate 10 additional work parties at ECP between October and December 2011. The cost for the 10 additional work parties is \$6,500. This contract amendment is required to secure our spots on the WTA work calendar this fall.

These additional work parties will take place after the grand opening – scheduled for the first week in October. The section of trail they will be working on is located on the southern portion of the property crossing wet areas and challenging terrain. This section of trail is not accessible by mechanical equipment. WTA has the experience and knowledge to lead volunteers to build this type of trail under these circumstances and will do so at a considerable cost savings to the City.

The original scope of work included 40 work parties (approximately 4,000 volunteer hours) between March 1 and April 22, 2011. To date, WTA has built over a mile of new trails and constructed several new boardwalks and trail support structures.

Background:

WTA is a non-profit agency that manages a large volunteer work force to support and facilitate trail construction in all areas of Washington State. A similar partnership agreement with WTA was successfully utilized to construct the trails at Beaver Lake Preserve.



City Council Agenda Bill

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

As an added benefit, a number of our maintenance staff and park planning staff joined the spring work parties and had the opportunity to train alongside the WTA staff. This cross-training opportunity has helped prepare our own staff members to lead additional volunteer trail construction projects this summer and into the following calendar year.

Project Background/Overview:

Opening in the fall of 2011, Evans Creek Preserve is a new City park located in unincorporated King County on the northern border of Sammamish. The City purchased the 174-acre Galley property, now known as Evans Creek Preserve, for \$1.5 million in 2000. With the addition of the nearby Department of Natural Resources property the site now totals approximately 179-acres.

The Master Plan Process was conducted from May to September 2009 to arrive at a preferred long-term strategy for Evans Creek Preserve, which was adopted by City Council on September 15, 2009. Soon after the master plan was adopted, city staff began working on the Phase I preliminary design and permit drawings.

The Evans Creek Preserve Phase I project includes the construction of a small upper parking lot (10 stalls), a pedestrian bridge crossing Evans Creek, construction of ADA and back country trails, restrooms and a storage shed.

The Phase 1 projected timeline for design through construction is as follows:

- Phase I Preliminary Design: Spring/Summer 2010 **(complete)**
- Phase I Construction Documents: Fall/Winter 2010 **(complete)**
- Phase I Permitting: Winter/Spring 2011 **(in progress)**
- Phase I Trail Construction in partnership with WTA: Spring 2011, Fall 2011 **(in progress)**
- Phase I Bid: May 4, 2011
- Phase I Construction: July -September 2011
- Phase I Park Opening: October 8, 2011

Financial Impact:

The total amount of the contract amendment is \$6,500.00. The initial contract with WTA was \$28,600.00, bringing the total contract amount to \$35,100.00. A total of \$850,000 is allocated in the 2011-12 Parks CIP for the Phase I design and construction project. Plans, supplies/materials, and permits are not included in this contract.

Recommended Motion:

Authorize the City Manager to sign Contract Amendment #1 with the Washington Trail Association with a net change of \$6,500.00.



SUPPLEMENTAL AGREEMENT

Amendment Number: 1	Date: April 18, 2011
Project: Evans Creek Preserve Phase I	City Project number N/A
Consultant: Washington Trail Association	Contract Number: C2011-111

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

The changes to this agreement are described as follows:

- I. Add ten (10) trail construction work parties to the original contract.
- II. Additional work parties will be scheduled between October and December 2011.

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

Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
\$ <u>28,600</u>	\$ <u>28,600</u>	\$ <u>6,500</u>	\$ <u>35,100</u>
<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> _____ WTA Executive Director </div> <div style="text-align: center;"> <u>4/12/11</u> _____ Date </div> </div>		Approved: <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> _____ City of Sammamish </div> <div style="text-align: center;"> _____ Date </div> </div>	

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Contractor: Washington Trails Association

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

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

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

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

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

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

The City shall pay Contractor:

[Check applicable method of payment]

According to the rates set forth in Exhibit "___"

A sum not to exceed \$28,600

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2011, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

Exhibit 2

7. Record Keeping and Reporting.

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

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

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

9. Termination.

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

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

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

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

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

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

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

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

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

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

Exhibit 2

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

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

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

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

Company Name Washington Trail Association
Contact Name Diane Bedell
Street Address 705 2nd Ave. Suite 300
City, State Zip Seattle, WA 98104
Phone Number 206.625.1367
Email diane@wta.org

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

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

CITY OF SAMMAMISH, WASHINGTON

By: [Signature]
Title: City Manager

Date: 2/16/2011

Attest/Authenticated:
[Signature]
City Clerk

CONTRACTOR

By: [Signature]
Title: Executive Director

Date: 2/10/11

Approved As To Form:
[Signature]
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

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

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

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

At the conclusion of each event, WTA shall be eligible for reimbursement of its expenses at the rate of \$650 per Event. It is understood by both parties that an Event will average 10-15 volunteers and the volunteer hours will average 100 per Event. WTA may request reimbursement quarterly by submitting an invoice, using the form set forth in Exhibit "B", detailing the date and hours of each Event. It is the goal of both parties that these Events will result in a minimum of 4000 hours in 2011 (40 work parties).

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

COUNCIL MINUTES

REGULAR MEETING

April 5, 2011

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

Councilmembers present: Mayor Don Gerend, Deputy Mayor Tom Odell, Councilmembers Mark Cross, John Curley, John James, and Michele Petitti.

Councilmembers absent: Councilmember Nancy Whitten.

MOTION: Councilmember James moved to excuse Councilmember Whitten. Councilmember Cross seconded. Motion carried unanimously 5-0.

Staff present: City Manager Ben Yazici, Public Works Director Laura Philpot, Assistant City Manager/Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Petitti led the pledge.

Approval of Agenda

MOTION: Councilmember Petitti moved to approve the agenda. Councilmember Cross seconded. Motion carried unanimously 5-0.

Presentations/Proclamations

- *Child Abuse Prevention Month* - Mayor Gerend read and presented the proclamation to Kathy Captain, Board Member of Children's Response Center. Ms. Captain explained the importance of preventing and reporting child abuse (for further information go to www.childrensresponsecenter.net).
- *Quarterly Reports*
 - **Department of Community Development** – Assistant City Manager/Director of Community Development Kamuron Gurol gave the staff report and showed a PowerPoint presentation (available on the city's website at www.ci.sammamish.wa.us)
 - **Administrative Services Department** – Director of Administrative Services Mike Sauerwein gave the staff report and showed a PowerPoint Presentation ((available on the city's website at www.ci.sammamish.wa.us). His report covered both Police and Fire reports.

Public Comment – None

Consent Calendar

Approval: Claims for period ending April 5, 2011 in the amount of \$596,028.94 for Check No.28862 through No. 28943

Contract: Special Events/Live Sound Audio

Contract: 4th of July Fireworks Display/Wolverine West

Contract Amendment: Street Sweeping/Best Parking Lot

Purchase: Maintenance Equipment

Purchase: F-450 Truck

Purchase: K-1500 Truck

Approval: Minutes for February 8, 2011 Special Meeting

Approval: Minutes for March 8, 2011 Special Joint Meeting with Parks and Recreation Commission

Approval: Minutes for March 21, 2011 Joint Study Session with Planning Commission and Regular Meeting

MOTION: To approve consent calendar. Motion carried unanimously (Odell arrived 7:15 pm) 6-0.

Public Hearing

Ordinance: First Reading Declaring Public Use And Necessity For Land And Property To Be Acquired By Eminent Domain For The Recreation Center Project; Authorizing Payment From The City's Parks Capital Improvement Fund; Providing For Severability; And Establishing An Effective Date

Parks and Recreation Director Jessi Richardson gave the staff report. She explained that this condemnation ordinance is necessary to develop a second entrance to the Boys and Girls Club Recreation Center in the old King County Library property. The City has made an offer to purchase the property based on an appraisal recommendation. To date the owner has not accepted the offer. City Attorney Bruce Disend explained how the condemnation process will proceed. He explained that condemnation is usually settled by an agreement rather than going to court. If the matter does go to court, it is a two-step process. The first step is for a court to determine that there is a public purpose for the property. The second step is to determine compensation. A settlement agreement can be reached at any point during the process.

Public Hearing opened at 7:30 pm and closed with no public comment.

The second reading of this ordinance will come before Council on April 18, 2011.

Unfinished Business - None

New Business - None**Council Reports**

Councilmember James requested a discussion about forming an Economic Development Advisory Committee be added to the May 10, 2011 Study Session agenda.

Deputy Mayor Odell reported on a program that could help the city develop an economic plan. He has a sample of the criteria that helps the city develop an economic develop plan. He feels this would be very important for the city. He has discussed this issue with the City Manager and looks forward to more discussion on this program by the Council. The cost for the analysis is around \$4,500. The program is administered in Boston, but another eastside city may also participate in the program and then the consultant will come to the northwest.

Councilmember Petitti announced that she will not be seeking reelection to the City Council in the fall. She is making the announcement early so anyone considering a run for City Council will have plenty of time to make the decision.

City Manager Report

- East Lake Sammamish Land Slide – Mr. Gurol gave a report on the landslide. It occurred in the Thompson Basin which includes Ebright Creek. It occurred at a house on a private street sometime either April 1 or 2nd. The city was notified on April 4th that a significant amount of muddy water was flowing down Ebright Creek. The city identified the home where the landslide occurred and tagged it as dangerous. The family is still allowed to live in the house. Staff has been working with the homeowner to rectify the major issues. The slide area will be monitored until the geotechnical report is complete (*PowerPoint presentation available on the city's website at www.ci.sammamish.wa.us*).

Executive Session – Potential Litigation pursuant to RCW 42.30.110(1)(i)

Council retired to Executive Session at 7:55 and returned at 8:30 pm with no action being taken.

Meeting adjourned at 9:00 pm.

Melonie Anderson, City Clerk

Donald J. Gerend, Mayor



City Council Agenda Bill

Meeting Date: April 18, 2011

Date Submitted: April 13, 2011

Originating Department: Public Works

Clearances:

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

Subject: Surface Water Management Code

Action Required: Open Public Hearing and take public comment on the 1st reading of the ordinance.

Exhibits:

1. Adopting Surface Water Management Ordinance
2. Draft Title 13 *Surface Water Management*
3. Surface Water Design Manual Addendum

Budget: N/A

Summary Statement:

This ordinance would adopt the Surface Water Management regulations as Title 13 and adopt an addendum to the Surface Water Design Manual. The Surface Water Management regulations would be codified in the Sammamish Municipal Code as Title 13 and would consolidate the majority of the Surface Water Management regulations into one location within the Sammamish Municipal Code. This ordinance is intended to ensure compliance with the City's National Pollutant Discharge Elimination System (NPDES) Phase II permit.

Background:

The City of Sammamish is a National Pollutant Discharge Elimination System (NPDES) Phase II permittee. Sammamish has been issued a permit that allows for the discharge of stormwater into waters of the state from the Washington State Department of Ecology. The NPDES Phase II permit has Minimum Requirements for the control of stormwater that each municipality needs to adopt. The City of Sammamish is adopting the 2009 King County Surface Water Design Manual (KCSWDM) to meet the Minimum Requirements in the NPDES permit.

The KCSWDM is the implementing regulation that comes out of King County Code (KCC) Title 9, Surface Water Management. The City adopted KCC Title 9 at the time of incorporation. The language in Sammamish Municipal Code SMC Title 15 adopts KCC Title 9 by reference. Staff is recommending that instead of referencing Title 9, the City should bring the language into the SMC. Title 9 is not available in the SMC, so staff is proposing to use Title 13. The draft that is attached is essentially what you would find in KCC Title 9, but with sections removed that are not applicable to Sammamish.



City Council Agenda Bill

Also attached is the Draft Stormwater Design Manual Addendum. This addendum is intended to be used in conjunction with the 2009 King County Surface Water Design Manual. A digital copy of the 2009 King County Surface Water Design Manual can be found at:

<http://www.kingcounty.gov/environment/waterandland/stormwater/documents/surface-water-design-manual.aspx>

The addendum was prepared to address Sammamish specific rules, and will be the location of the bifurcation language if that is the direction given from the City Council.

Financial Impact: N/A

Recommended Motions: Open public hearing and take comment on the 1st reading of the ordinance.

DRAFT
CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2011 -

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, REPEALING CHAPTER 5 OF TITLE 15 OF THE SAMMAMISH MUNICIPAL CODE AND ADOPTING A NEW TITLE 13 OF THE SAMMAMISH MUNICIPAL CODE IDENTIFIED AS SURFACE WATER MANAGEMENT

WHEREAS, the City incorporated in August of 1999;

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

WHEREAS, the City Council adopted the Sammamish Municipal Code on October 7, 2003 and subsequent revisions have been made since that time; and

WHEREAS, the City of Sammamish is subject to the National Pollutant Discharge Elimination System (NPDES) Phase 2 permitting requirements, which requires in part that the City adopt an updated Surface Water Design Manual; and

WHEREAS, the Surface Water Design Manual is adopted by reference to King County Code Title 9, which does not reflect the policies of the City of Sammamish; and

WHEREAS, the adoption of a new Title 13 of the Sammamish Municipal Code will ensure that the Surface Water Design Manual policies of the City of Sammamish are implemented; and

WHEREAS, the City Council has identified an opportunity to provide increased flexibility for property owners of lots less than one acre, through the adoption of a “bifurcated” Surface Water Design Manual; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non Significance for the proposed Surface Water Design Manual regulations was issued on April XX, 2011; and

WHEREAS, in accordance with RCW 36.70A, a request for expedited review was received by the State of Washington Department of Commerce on March 2, 2011 and was granted expedited review on March 31, 2011; and

WHEREAS, the public process for the proposed amendments has provided for public participation opportunities at public meetings and hearings before the Planning Commission and City Council between January and April of 2011; and

WHEREAS, the Planning Commission held public meetings and public hearings in November of 2010 and forwarded recommended Surface Water Design Manual regulations to the City Council on February 3, 2011; and

WHEREAS, the City Council considered the proposed Surface Water Design Manual regulations at a City Council public hearing on April 18, 2011, which was continued on May XX, 2011; and

WHEREAS, the City Council considered the Planning Commission's recommendation, public comment, and other available information.

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

Section 1. Adoption of the Surface Water Design Manual regulations. The Surface Water Design Manual as set forth in Attachment "A" to this ordinance is hereby adopted.

Section 2. Adoption of the Surface Water Design Manual addendum. The addendum to the Surface Water Design Manual as set forth in Attachment "B" to this ordinance is hereby adopted.

Section 3. Codification of the Surface Water Design Manual regulations. The City Council authorizes the Community Development Director and City Clerk to codify the regulatory provisions of the Surface Water Design Manual ordinance into Title 13 of the Sammamish Municipal Code for ease of use and reference.

Section 4. Interpretation. The City Council authorizes the City Manager or designee to administratively interpret these provisions as necessary to implement the intent of the Council.

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

Section 6. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE XX DAY OF MAY 2011.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: April 6, 2011
Public Hearing: April 18, 2011
First Reading: April 18, 2011
Public Hearing:
Second Reading:
Passed by the City Council:
Date of Publication:
Effective Date:

Title 13
Surface Water Management

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

Chapters:

- 13.05 Authority, Purpose, General Provisions, and Administration**
- 13.10 Definitions**
- 13.15 Surface Water Development Charge**
- 13.20 Surface Water Runoff Regulations**
- 13.25 Surface Water Management Program**
- 13.30 Water Quality**
- 13.35 Fertilizers**

Chapter 13.05
Authority, Purpose, General Provisions, and Administration

Sections:

- 13.05.010 Authority
- 13.05.020 General Provisions
- 13.05.040 Administration

13.05.010 Authority.

Pursuant to RCW 35.21.180, 35A.11.020, and 35A.21.160, the City adopts Title 13, Surface Water Management.

13.05.020 General Provisions.

This Title is hereby enacted to be consistent with and implement the comprehensive plan in accordance with RCW 36.70A.

13.05.030 Administration.

Applicable departments within the City are authorized to adopt, pursuant to Chapter 2.55 SMC, such administrative rules and regulations as are necessary and appropriate to implement this Title 13 and to prepare and require the use of such forms as are necessary to its administration.

Chapter 13.10
Definitions

Sections:

13.10.010 Scope of Chapter

13.10.XXX

13.10.010 Scope of Chapter.

This chapter contains definitions of technical and procedural terms used throughout Title 13 – Surface Water Management.

13.10. "Adjustment" means a department-approved variation in the application of the requirements of this SMC 13.20 and the Surface Water Design Manual to a particular project in accordance with SMC 13.20. "Adjustment" replaces "variance," which was used in prior editions of the Surface Water Design Manual.

13.10 "AKART" means "all known, available and reasonable methods of prevention, control and treatment." "AKART" represents the most current methodology that can be reasonably required for preventing, controlling or abating the pollutants associated with a discharge. "AKART" applies to both point and nonpoint sources of pollution.

13.10. "Applicant" means a property owner or a public agency or public or private utility that owns a right-of-way or other easement or has been adjudicated the right to such an easement under RCW 8.12.090, or any person or entity designated or named in writing by the property or easement owner to be the applicant, in an application for a development proposal, permit or approval.

13.10 "Basin" means a geographic area that contains and drains to a stream or river named and noted on common maps, such as the Cedar river, Sammamish river, Green river, Snoqualmie river, Skykomish river or White river, or a geographic area that drains to a nonflowing water body named and noted on common maps, such as Lake Washington or Puget Sound.

13.10 "Basin plan" means a plan and all implementing regulations and procedures including, but not limited to, capital projects, public education activities and land use management regulations adopted by ordinance for managing surface and storm water within the basin.

Exhibit 2

- 1 13.10 "Best management practices" or "BMPs" mean the best available and reasonable physical,
2 structural, managerial or behavioral activities, that, when used singly or in combination, eliminate or
3 reduce the contamination of both surface and ground waters.
4
- 5 13.10 "City" means City of Sammamish.
6
- 7 13.10 "Closed depression" means an area greater than five thousand square feet at overflow elevation
8 that is low-lying and that has no or such a limited surface water outlet that the area acts as a
9 stormwater retention facility.
10
- 11 13.10 "Clean Water Act" means 33 U.S.C. 1251 et. seq., as amended.
12
- 13 13.10 "Construct or modify" means to install a new drainage pipe or ditch or make improvements to
14 an existing drainage pipe or ditch, for purposes other than maintenance, that either serves to
15 concentrate previously unconcentrated surface and storm water runoff or serves to increase, decrease
16 or redirect the conveyance of surface and storm water runoff. "Construct or modify" does not include
17 installation or maintenance of a driveway culvert installed as part of a single-family residential building
18 permit.
19
- 20 13.10 "Conveyance system" means the drainage facilities and features, both natural and constructed,
21 that collect, contain and provide for the flow of surface and storm water from the highest points on the
22 land down to a receiving water. The natural elements of the conveyance system include swales and
23 small drainage courses, streams, rivers, lakes and wetlands. The constructed elements of the
24 conveyance system include gutters, ditches, pipes, channels and most flow control and water quality
25 treatment facilities.
26
- 27 13.10 "Department" means the Department of Public Works or its successor.
28
- 29 13.10 "Development" means any activity that requires a permit or approval, including, but not limited
30 to, a building permit, grading permit, shoreline substantial development permit, conditional use permit,
31 special use permit, zoning variance or reclassification, subdivision, short subdivision, urban planned
32 development, binding site plan, site development permit or right-of-way use permit. "Development"
33 does not include a Class I, II, III or IV-S forest practice conducted in accordance with chapter 76.09 RCW
34 and Title 222 WAC or a class IV-G nonconversion forest practice, as defined in SMC chapter 21A.15,
35 conducted in accordance with chapter 76.09 RCW and Title 222 WAC and a county-approved forest
36 management plan.
37
- 38 13.10 "Developed parcel" means any parcel altered from the natural state by the construction,
39 creation or addition of impervious surfaces.
40
- 41 13.10 "Director" means the director of the City of Sammamish Department of Public Works, other
42 department directors specified in enforcement procedures established in accordance with the
43 Sammamish Municipal Code, or any designee of those directors.
44
- 45 13.10 "Division" means the Department of Public Works, engineering division or its successor agency.
46

Exhibit 2

- 1 13.10 "Discharge" means throw, drain, release, dump, spill, empty, emit, or pour forth any matter or
2 to cause or allow matter to flow, run or seep from land or be thrown, drained, released, dumped,
3 spilled, emptied, emitted or poured into water.
4
- 5 13.10 "Drainage" means the collection, conveyance, containment or discharge, or any combination
6 thereof, of surface and storm water runoff.
7
- 8 13.10 "Drainage facility" means a constructed or engineered feature that collects, conveys, stores or
9 treats surface and storm water runoff. "Drainage facility" includes, but is not limited to, a constructed or
10 engineered stream, pipelines, channels, ditches, swamps, lakes, wetlands, closed depressions,
11 infiltration facilities, flow control facilities, erosion/sedimentation control facilities and other drainage
12 structures and appurtenances, both natural and constructed.
13
- 14 13.10 "Drainage review" means an evaluation by City staff of a proposed project's compliance with the
15 drainage requirements in the Surface Water Design Manual. The types of drainage review include: Small
16 project drainage review, targeted drainage review, full drainage review and large project drainage
17 review.
18
- 19 13.10 "Effective impervious area" means the portion of actual impervious area that is connected, or
20 has the effect of being connected as defined in the Surface Water Design Manual, directly to the storm
21 water drainage system via surface flow or discrete conveyances such as pipes, gutters or ditches.
22
- 23 13.10 "Erosion and sediment control" means any temporary or permanent measures taken to reduce
24 erosion, control siltation and sedimentation and ensure that sediment-laden water does not leave the
25 site or enter into wetlands or aquatic areas.
26
- 27 13.10 "Farm management plan" means a comprehensive site-specific plan developed by the farm
28 owner in cooperation with the King Conservation District taking into consideration the land owners
29 objectives while protecting water quality and related natural resources.
30
- 31 13.10 "Financial guarantee" means a form of financial security posted to do one or more of the
32 following: ensure timely and proper completion of improvements; ensure compliance with the
33 Sammamish Municipal Code; or provide secured warranty of materials, workmanship of improvements
34 and design. "Financial guarantees" include assignments of funds, cash deposit, surety bonds or other
35 forms of financial security acceptable to the director. "Performance guarantee," "maintenance
36 guarantee" and "defect guarantee" are considered sub categories of financial guarantee.
37
- 38 13.10 "Flood hazard reduction plan" means a plan and all implementing programs, regulations and
39 procedures including, but not limited to, capital projects, public education activities and enforcement
40 programs for reduction of flood hazards and prepared in accordance with RCW 86.12.200.
41
- 42 13.10 "Flow control best management practice" means a method or design for dispersing, infiltrating
43 or otherwise reducing or preventing development-related increases in surface and storm water runoff
44 at, or near, the sources of those increases. "Flow control best management practice" includes the
45 methods and designs specified in the Surface Water Design Manual.
46
- 47 13.10 "Flow control facility" means a drainage facility designed to mitigate the impacts of increased
48 surface and storm water runoff generated by site development in accordance with the drainage

Exhibit 2

1 requirements in this chapter. A flow control facility is designed either to hold water for a considerable
2 length of time and then release it by any combination of evaporation, plant transpiration or infiltration
3 into the ground or to hold runoff for a short period of time and then release it to the conveyance
4 system.

5 13.10 "Forest practices" means any activity conducted on or directly pertaining to forest land and
6 relating to growing, harvesting, or processing timber, as defined in chapter 222-16 WAC.

7
8 13.10 "Full drainage review" means the evaluation required by SMC 13.20 for any proposed project,
9 unless the project is subject to small project drainage review, targeted drainage review or large project
10 drainage review, that:

11 1. Would result in two thousand square feet or more of new impervious surface;
12 2. Would result in thirty-five thousand square feet or more of new pervious surface: or
13 3. Is a redevelopment project on one or more parcels where the total of new and replaced
14 impervious surface is five thousand square feet or more and when the valuation of proposed
15 improvements exceeds fifty percent of the assessed value of the existing site improvements, including
16 interior improvements and excluding required mitigation and frontage improvements.

17
18 13.10 "Ground water" means all waters that exist beneath the land surface or beneath the bed of any
19 stream, lake or reservoir or other body of surface water, whatever may be the geological formation or
20 structure in which such water stands or flows, percolates or otherwise moves.

21
22 13.10 "High-use site" means a commercial, industrial or road intersection site that generates a higher
23 than average number of vehicle turnovers or has other characteristics that generate the potential for
24 chronic oil accumulation. "High use site" includes:

25 1. A commercial or industrial site subject to:
26 a. an expected daily traffic count greater than one hundred vehicles per one thousand square
27 feet of gross building area;
28 b. petroleum storage or transfer in excess of one thousand gallons per year, not including
29 routine fuel oil storage or transfer; or
30 c. use, storage or maintenance of a fleet of twenty-five or more diesel vehicles each weighing
31 over ten tons; or
32 2. A road intersection with average daily traffic counts of twenty-five thousand vehicles or more
33 on the main roadway and fifteen thousand or more vehicles on any intersecting roadway, excluding
34 pedestrian or bicycle use improvement projects.

35
36 13.10 "Hydraulically connected" means connected through surface flow or water features such as
37 wetlands or lakes.

38
39 13.10 "Impervious surface" means a hard surface area which either prevents or retards the entry of
40 water into the soil mantle as it entered under natural conditions prior to development, and/or a hard
41 surface area which causes water to run off the surface in greater quantities or at an increased rate of
42 flow from the flow present under natural conditions prior to development. Common impervious
43 surfaces include, but are not limited to, roofs, walkways, patios, driveways, parking lots, storage areas,
44 areas which are paved, graveled or made of packed or oiled earthen materials or other surfaces which
45 similarly impede the natural infiltration of surface and storm water. Open, uncovered flow control
46 facilities shall not be considered as impervious surfaces for the purpose of this chapter.

47

Exhibit 2

1 13.10 "Improvement" means a permanent, human-made, physical change to land or real property
2 including, but not limited to, buildings, streets, driveways, sidewalks, crosswalks, parking lots, water
3 mains, sanitary and storm sewers, drainage facilities and landscaping.
4

5 13.10 "Land disturbing activity" means an activity that results in a change in the existing soil cover,
6 both vegetative and nonvegetative, or to the existing soil topography. "Land disturbing activity"
7 includes, but is not limited to, demolition, construction, clearing, grading, filling, excavation and
8 compaction. "Land disturbing activity" does not include tilling conducted as part of agricultural
9 practices, landscape maintenance or gardening.
10

11 13.10 "Land use code" means restrictions on the type of development for a specific parcel of land as
12 identified by records maintained by the City of Sammamish as modified or supplemented by information
13 resulting from investigation by the division. Land use codes are preliminary indicators of the extent of
14 impervious surface and are used in the initial analysis to assign an appropriate rate category for a
15 specific parcel.
16

17 13.10 "Lake management plan" means a plan describing the lake management recommendations and
18 requirements adopted by public rule for managing water quality within individual lake basins. Adopted
19 lake management plans are available from the department.
20

21 13.10 "Large project drainage review" means the evaluation required by SMC 13.20 for any proposed
22 project that:

- 23 1. Has an urban plan development land use designation in the Sammamish Comprehensive Plan
24 land use map;
- 25 2. Would, at full buildout of the project site, result in fifty acres or more of new impervious
26 surface within a drainage subbasin or a number of subbasins hydraulically connected across subbasin
27 boundaries; or
- 28 3. Has a project site of fifty acres or more within a critical aquifer recharge area, as defined in
29 SMC Title 21A.
30

31 13.10 "Licensed civil engineer" means a person registered with the State of Washington as a
32 professional engineer in civil engineering.
33

34 13.10 "Maintenance" means those usual activities taken to prevent a decline, lapse or cessation in the
35 use of currently serviceable structures, facilities, equipment or systems, if there is no expansion of the
36 structure, facilities, equipment or system and there are no significant hydrologic impacts.
37 "Maintenance" includes the repair or replacement of nonfunctional facilities or the replacement of
38 existing structures with different types of structures, if the repair or replacement is required by one or
39 more environmental permits or to meet current engineering standards and the functioning
40 characteristics of the original facility or structure are not changed.
41

42 13.10 "Master drainage plan" means a comprehensive drainage control plan intended to prevent
43 significant adverse impacts to the natural and constructed drainage system, both on- and off-site.
44

45 13.10 "National Pollutant Discharge Elimination System" or "NPDES" means the national program for
46 controlling pollutants from point source discharges directly into waters of the United States under the
47 Clean Water Act.
48

Exhibit 2

- 1 13.10 "National Pollutant Discharge Elimination System permit" means an authorization, license or
2 equivalent control document issued by the Environmental Protection Agency or the Washington state
3 Department of Ecology to implement the requirements of the NPDES program.
4
- 5 13.10 "Native vegetated surface" means a surface in which the soil conditions, ground cover and
6 species of vegetation are like those of the original native condition for the site, as more specifically set
7 forth in the Surface Water Design Manual.
8
- 9 13.10 "Natural discharge location" means the location where runoff leaves the project site under
10 existing site conditions as defined in the Surface Water Design Manual.
11
- 12 13.10 "Natural surface water drainage system" means such landscape features as rivers, streams, lakes
13 and wetlands. This system circulates water in a complex hydrological cycle.
14
- 15 13.10 "New impervious surface" means the creation of a hard or compacted surface such as roofs,
16 pavement, gravel or dirt or the addition of a more compacted surface such as the paving of existing dirt
17 or gravel.
18
- 19 13.10 "New pervious surface" means the conversion of a native vegetated surface or other native
20 surface to a nonnative pervious surface, including, but not limited to, pasture land, grassland, cultivated
21 land, lawn, landscaping or bare soil or any alteration of existing nonnative pervious surface that results
22 in increased surface and storm water runoff as defined in the Surface Water Design Manual.
23
- 24 13.10 "Open space" means any parcel, property or portion thereof classified for current use taxation
25 under K.C.C. chapter 20.36 and chapter 84.34 RCW, or for which the development rights have been sold
26 to King County under K.C.C. chapter 26.04. This definition includes lands which have been classified as
27 open space, agricultural or timber lands under criteria contained in K.C.C. chapter 20.36 and chapter
28 84.34 RCW.
29
- 30 13.10 "Parcel" means the smallest separately segregated unit or plot of land having an identified
31 owner, boundaries and surface area which is documented for property tax purposes and given a tax lot
32 number by the King County assessor.
33
- 34 13.10 "Person" means an individual and his or her agent or assign, municipality, political subdivision,
35 government agency, partnership, corporation, business or any other entity.
36
- 37 13.10 "Pollution-generating impervious surface" means an impervious surface considered to be a
38 significant source of pollutants in surface and storm water runoff. "Pollution-generating impervious
39 surface includes those surfaces subject to vehicular use or storage of erodible or leachable materials,
40 wastes or chemicals and that receive direct rainfall or the run-on or blow-in of rainfall. A covered
41 parking area would be included if runoff from uphill could regularly run through it or if rainfall could
42 regularly blow in and wet the pavement surface. Metal roofs are also considered pollution-generating
43 impervious surface unless they are treated to prevent leaching.
44
- 45 13.10 "Pollution-generating pervious surface" means a nonimpervious surface considered to be a
46 significant source of pollutants in surface and storm water runoff. "Pollution-generating pervious
47 surfaces" include surfaces subject to the use of pesticides and fertilizers, to the use or storage of
48 erodible or leachable materials, wastes or chemicals or to the loss of soil. "Pollution-generating pervious

Exhibit 2

1 surface" includes, but is not limited to, the lawn and landscaped areas of a residential or commercial
2 site, golf course, park sports field and City-standard grassed modular grid pavement.

3
4 13.10 "Project" means any proposed action to alter or develop a site that may also require drainage
5 review.

6
7 13.10 "Project site" means the portion of a site and any offsite areas subject to proposed project
8 activities, alterations and improvements including those required by this chapter.

9
10 13.10 "Rate category" means the classification in this chapter given to a parcel in the service area
11 based upon the type of land use on the parcel and the percentage of impervious surface area contained
12 on the parcel.

13
14 13.10 "Redevelopment project" means a project that proposes to add, replace or modify impervious
15 surface for purposes other than a residential subdivision or maintenance on a site that:

- 16 1. Is already substantially developed in a manner that is consistent with its current zoning or
17 with a legal nonconforming use; or
18 2. Has an existing impervious surface coverage of thirty-five percent or more.

19
20 13.10 "Replaced impervious surface" means an existing impervious surface proposed to be removed
21 and reestablished as impervious surface, excluding impervious surface removed for the sole purpose of
22 installing utilities or performing maintenance. For purposes of this definition, "removed" includes the
23 removal of buildings down to bare soil or the removal of Portland cement concrete slabs or pavement or
24 asphaltic concrete pavement.

25
26 13.10 "Residence" means a building or structure or portion thereof, designed for and used to provide
27 a place of abode for human beings. The term residence includes the term "residential" or "residential
28 unit" as referring to the type of or intended use of a building or structure.

29
30 13.10 "Residential parcel" means any parcel which contains no more than three residences or three
31 residential units which are within a single structure and is used primarily for residential purposes.

32
33 13.10 "Runoff" means that portion of water originating from rainfall and other precipitation that flows
34 over the surface or just below the surface from where it fell and is found in drainage facilities, rivers,
35 streams, springs, seeps, ponds, lakes, wetlands and shallow groundwater as well as on ground surfaces.
36 For the purpose of this definition, groundwater means all waters that exist beneath the land surface or
37 beneath the bed of any stream, lake or reservoir, or other body surface water, whatever may be the
38 geological formation or structure in which such water stands or flows, percolates or otherwise moves.

39
40 13.10 "Salmon conservation plan" means a plan and all implementing regulations and procedures
41 including, but not limited to, land use management adopted by ordinance, capital projects, public
42 education activities and enforcement programs for conservation and recovery of salmon within a water
43 resource inventory area designated by the state under WAC 173-500-040.

44
45 13.10 "Shared facility" means a drainage facility designed to meet one or more of the requirements of
46 SMC 13.20 for two or more separate projects contained within a basin. Shared facilities usually include
47 shared financial commitments for those drainage facilities.

Exhibit 2

- 1 13.10 "Service area" means the incorporated City of Sammamish.
2
- 3 13.10 "Site" means a single parcel, or two or more contiguous parcels that are under common
4 ownership or documented legal control, used as a single parcel for a proposed project for purposes of
5 applying for authority from the City of Sammamish to carry out a proposed project. For projects located
6 primarily within dedicated rights-of-way, "site" includes the entire width of right-of-way subject to
7 improvements proposed by the project.
8
- 9 13.10 "Small project drainage review" means the drainage review for a proposed single-family
10 residential project or agricultural project that:
11 1. Would result in:
12 a. ten thousand square feet or less of total impervious surface added on or after January 8,
13 2001; or
14 b. four percent or less of total impervious surface on a site as specified in the Surface Water
15 Design Manual; and
16 2. Meets the small project drainage requirements specified in the Surface Water Design Manual,
17 including flow control best management practices, erosion and sediment control measures and drainage
18 plan submittal requirement; and
19 3. Limits new pervious surface as specified in the Surface Water Design Manual.
20
- 21 13.10 "Source control BMP" means a BMP intended to prevent contaminants from entering surface
22 and storm water or ground water including the modification of processes to eliminate the production or
23 use of contaminants. "Source control BMPs" can be either structural or nonstructural. Structural source
24 control BMPs involve the construction of a physical structure on site, or other type of physical
25 modification to a site. An example of a structural source control BMP is building a covered storage area.
26 A nonstructural source control BMP involves the modification or addition of managerial or behavioral
27 practices. An example of a nonstructural source control BMP is using less toxic alternatives to current
28 products or sweeping parking lots.
29
- 30 13.10 "State Waste Discharge Permit" means an authorization, license, or equivalent control
31 document issued by the Washington state Department of Ecology in accordance with chapter 173-216
32 WAC.
33
- 34 13.10 "Stormwater compliance plan" means a plan or study and all regulations and procedures that
35 have been adopted by the City to implement the plan or study, including, but not limited to, capital
36 projects, public education activities and enforcement programs for managing stormwater quantity and
37 quality discharged from the City's municipal separate storm sewer system in compliance with the
38 National Pollutant Discharge Elimination System permit program under the Clean Water Act.
39
- 40 13.10 "Storm water plan" means a City of Sammamish ordinance specifying the storm water control
41 facilities that will be funded by a bond issue.
42
- 43 13.10 "Stormwater Pollution Prevention Manual" means the manual adopted in accordance with SMC
44 2.55, and supporting documentation referenced or incorporated in the manual, describing best
45 management practices and procedures for existing facilities and existing and new activities not covered
46 by the Surface Water Design Manual.
47
- 48 13.10 "Subbasin" means a geographic area that:

Exhibit 2

- 1 1. Drains to a stream or water body named and noted on common maps; and
- 2 2. Is contained within the basin of the stream or water body.

3
4 13.10 "Surface and storm water" means water originating from rainfall and other precipitation that is
5 found on ground surfaces and in drainage facilities, rivers, streams, springs, seeps, ponds, lakes,
6 wetlands as well as and shallow ground water.

7
8 13.10 "Surface and storm water management services" means the services provided by the surface
9 water management program, including but not limited to basin planning, facilities maintenance,
10 regulation, financial administration, public involvement, drainage investigation and enforcement,
11 aquatic resource restoration, surface and storm water quality and environmental monitoring, natural
12 surface water drainage system planning, intergovernmental relations and facility design and
13 construction.

14
15 13.10 "Surface and storm water management system" means constructed drainage facilities and any
16 natural surface water drainage features that do any combination of collection, storing, controlling,
17 treating or conveying surface and storm water.

18
19 13.10 "Surface Water Design Manual" means the manual, and supporting documentation referenced
20 or incorporated in the manual, describing surface and storm water design and analysis requirements,
21 procedures and guidance that has been formally adopted by rule under the procedures in SMC chapter
22 2.55. The Surface Water Design Manual is available from the Department of Public Works, or their
23 successor agencies.

24
25 13.10 "Surface water management fee protocols" or "SWM fee protocols" means the surface water
26 management fee standards and procedures that have been formally adopted by rule under the
27 procedures specified in SMC chapter 2.55. The SWM fee protocols are available from the Department of
28 Public Works or its successor agency.

29
30 13.10 "Treatment BMP" means a BMP intended to remove contaminants once they are already
31 contained in storm water. Examples of treatment BMPs include oil/water separators, biofiltration swales
32 and wetponds.

33
34 13.10 "Targeted drainage review" means an abbreviated evaluation required by SMC 13.20 for certain
35 types of proposed projects that are not subject to full or large project drainage review. Targeted
36 drainage review may be required for some projects in small project drainage review.

37
38 13.10 "Undeveloped parcel" means any parcel which has not been altered from its natural state by the
39 construction, creation or addition of impervious surface.

40
41 13.10 "Water quality treatment facility" means a drainage facility designed to reduce pollutants once
42 they are already contained in surface and storm water runoff. Water quality treatment facilities are the
43 structural component of best management practices. When used singly or in combination, water quality
44 treatment facilities reduce the potential for contamination of either surface or ground waters, or both.

45
46

Chapter 13.15
Surface Water Development Charge

Section:

13.15.010 Surface water system development charge authorized

13.15.010 Surface water system development charge authorized.

A. City Authorized to Collect Charge. The City is authorized to collect a surface water system development charge as follows:

Development	Fee
New residential dwelling unit or commercial building with up to 2,500 square feet of impervious coverage	\$570.00
Each additional 250 square feet of impervious coverage over 2,500 square feet	\$57.00
Other structures or additions of up to 250 square feet of impervious coverage requiring a building permit	\$57.00, plus \$57.00 for each additional 250 square feet

All impervious surface areas shall be rounded to the nearest 250-square-foot increment. The fee shall not apply to rockeries or retaining walls.

B. Charges Shall Be Liens. All charges made under this section shall constitute a lien upon the property from which such charges are due, superior to all other liens and encumbrances whatsoever, except for general taxes and local special assessments. Enforcement of such lien shall be in the manner provided by law. All properties assessed a surface water system development charge shall have a notation on their plats stating that the property may be subject to a lien for the final costs of any necessary off-site surface water drainage improvements.

Chapter 13.20
Surface Water Runoff Regulations

Sections:

- 13.20. Purpose.
- 13.20. Drainage review - when required - type.
- 13.20. Drainage review - requirements.
- 13.20. Critical drainage and/or erosion areas.
- 13.20. Engineering plans for the purposes of drainage review.
- 13.20. Construction timing and final approval.
- 13.20. Liability insurance required.
- 13.20. Financial guarantees authorized.
- 13.20. Drainage facilities accepted by Sammamish for maintenance.
- 13.20. Drainage facilities not accepted by Sammamish for maintenance.
- 13.20. Hazards.
- 13.20. Administration.
- 13.20. Enforcement.
- 13.20. Implementation, review and revision.
- 13.20. Agency rules.
- 13.20. Severability.

13.20. Purpose

The purpose of this chapter is to promote the public health, safety and welfare by providing for the comprehensive management of surface and storm waters and erosion control, especially that which preserves and utilizes the many values of the City's natural drainage system including open space, fish and wildlife habitat, recreation, and education. By conducting programs to reduce flooding, erosion, and sedimentation; prevent and mitigate habitat loss; enhance groundwater recharge; and prevent water quality degradation through the implementation of comprehensive and thorough permit review, construction inspection, enforcement, and maintenance, the effectiveness of the requirements contained in this chapter will be promoted.

13.20. Drainage review - when required - type.

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

- 1. Would result in two thousand square feet or more of new impervious surface, replaced impervious surface or new plus replaced impervious surface; or,
- 2. Would involve seven thousand square feet or more of land disturbing activity; or,
- 3. Would construct or modify a drainage pipe or ditch that is twelve inches or more in size or depth or receives surface and storm water runoff from a drainage pipe or ditch that is twelve inches or more in size or depth; or,
- 4. Contains or is adjacent to a flood hazard area as defined in SMC Title 15 or 21A; or,
- 5. Is located within a critical drainage area; or,
- 6. Is a redevelopment project proposing one hundred thousand dollars or more of improvements to an existing high-use site; or,
- 7. Is a redevelopment project on a site in which the total of new plus replaced impervious surface is five thousand square feet or more and whose valuation of proposed improvements, including

1 interior improvements and excluding required mitigation and frontage improvements, exceeds fifty
2 percent of the assessed value of the existing site improvements.

3
4 B. The drainage review for any proposed project shall be scaled to the scope of the project's size,
5 type of development and potential for impacts to the regional surface water system to facilitate
6 preparation and review of project applications. If drainage review for a proposed project is required
7 under subsection A. of this section, the City shall determine which of the following drainage reviews
8 apply as specified in the Surface Water Design Manual:

- 9 1. Small project drainage review;
- 10 2. Targeted drainage review;
- 11 3. Full drainage review; or
- 12 4. Large project drainage review.

13
14 **13.20. Drainage review - requirements.**

15 A. A proposed project required to have drainage review by this chapter must meet each of the
16 following core requirements which are described in detail in the Surface Water Design Manual. Projects
17 subject only to small project drainage review that meet the small project drainage requirements
18 specified in the Surface Water Design Manual, including flow control best management practices,
19 erosion and sediment control measures and drainage plan submittal requirements are deemed to
20 comply with the following core requirements:

- 21 1. Core requirement 1: Discharge at the natural location. All surface and storm water
22 runoff from a project shall be discharged at the natural location so as not to be diverted onto, or away
23 from, downstream properties. The manner in which runoff is discharged from the project site shall not
24 create a significant adverse impact to downhill properties or drainage systems as specified in the
25 discharge requirements of the Surface Water Design Manual;
- 26 2. Core requirement 2: Offsite analysis. The initial application submittal for proposed
27 projects shall include an offsite analysis report that assesses potential offsite drainage and water quality
28 impacts associated with development of the proposed site and proposes appropriate mitigations to
29 those impacts. This initial submittal shall include, at minimum, a Level One downstream analysis as
30 described in the Surface Water Design Manual. If impacts are identified, the proposed projects shall
31 meet any applicable problem-specific requirements as specified in the Surface Water Design Manual;
- 32 3. Core Requirement 3: Flow control. Proposed projects that would result in two thousand
33 square feet or more of new impervious surface or thirty-five thousand square feet or more of new
34 pervious surface, or that are redevelopment projects that would result in a total of five thousand square
35 feet or more of new and replaced impervious surface, shall provide flow control facilities or flow control
36 BMPs, or both, to control surface and storm water runoff generated by new impervious surface, new
37 pervious surface, replaced impervious surface and any existing impervious surface added on or after
38 January 8, 2001, as specified in the Surface Water Design Manual. Flow control facilities shall meet the
39 area-specific flow control facility requirements and the flow control facility implementation
40 requirements applicable to the project site as specified in the Surface Water Design Manual. Flow
41 control BMPs shall also be applied as specified in the Surface Water Design Manual. Projects subject to
42 area-specific flow control facility requirements shall meet one of the flow control facility performance
43 criteria listed in a. and b. of this subsection A.3., as directed by the Surface Water Design Manual. The
44 Inglewood, Thompson and Pine Lake Creek basins, and areas draining to the Beaver Lake basin require
45 Level Three flow control. The remainder of the City requires Level Two flow control unless downstream
46 problems as determined by the City of Sammamish, dictate the higher level of protection of Level Three
47 flow control.

1 a. Level Two shall meet Level One criteria and also match the predeveloped site's
2 discharge durations for the predeveloped peak discharge rates between the fifty
3 percent of the two-year peak flow through the fifty-year peak flow; or

4 b. Level Three shall meet Level Two criteria and also match the predeveloped site's
5 peak discharge rate for the one hundred-year return period;

6 4. Core requirement 4: Conveyance system. All engineered conveyance system elements
7 for proposed projects shall be analyzed, designed and constructed to provide the minimum level of
8 protection against overtopping, flooding, erosion and structural failure as specified by the conveyance
9 requirements for new and existing systems and conveyance implementation requirements described in
10 the Surface Water Design Manual;

11 5. Core requirement 5: Erosion and sediment control. All proposed projects that will clear,
12 grade or otherwise disturb the site shall provide erosion and sediment control that prevents, to the
13 maximum extent practicable, the transport of sediment from the site to drainage facilities, water
14 resources and adjacent properties. Erosion and sediment controls shall be applied in accordance with
15 SMC Title 16 as specified by the temporary erosion and sediment control measures and performance
16 criteria and implementation requirements in the City of Sammamish Surface Water Design Manual;

17 6. Core requirement 6: Maintenance and operation. Maintenance of all drainage facilities
18 in compliance with Sammamish maintenance standards is the responsibility of the applicant or property
19 owner as described in the Surface Water Design Manual, except those facilities for which Sammamish
20 assumes maintenance and operation as described in this chapter and the Surface Water Design Manual;

21 7. Core requirement 7: Financial guarantees and liability. All drainage facilities constructed
22 or modified for projects, except downspout infiltration and dispersion systems for single family
23 residential lots, must comply with the liability requirements of this chapter and the financial guarantee
24 requirements of SMC Title 27A;

25 8. Core requirement 8: Water quality. Proposed projects that would result in five thousand
26 square feet or more of new pollution generating impervious surface or thirty-five thousand square feet
27 or more of new pollution-generating pervious surface, or that are redevelopment projects that would
28 result in a total of five thousand square feet or more of new and replaced pollution-generating
29 impervious surface, shall provide water quality treatment facilities to treat polluted surface and storm
30 water runoff generated by new or replaced pollution-generating impervious surface, new pollution-
31 generating pervious surface and any existing pollution-generating impervious surface added on or after
32 January 8, 2001, as specified in the Surface Water Design Manual. However, pervious surfaces are
33 specifically excluded if there is a good faith agreement with the King Conservation District to implement
34 a farm management plan for agricultural uses, and pervious areas for other uses are specifically
35 excluded if the City of Sammamish approves a landscape management plan that controls pesticides and
36 fertilizers leaving the site. Water quality treatment facilities shall meet the area-specific water quality
37 treatment requirements and the water quality implementation requirements applicable to the project
38 site as specified in the Surface Water Design Manual. The facilities specified by these requirements are
39 designed to reduce pollutant loads according to the applicable annual average performance goals listed
40 in a. through d. of this subsection A.8. for ninety-five percent of the annual average runoff volume:

41 a. for basic water quality: remove eighty percent of the total suspended solids;

42 b. for enhanced basic water quality: remove fifty percent of the total zinc;

43 c. for sensitive lake protection: remove fifty percent of the total phosphorus; and

44 d. for sphagnum bog protection: remove fifty percent of the total phosphorus and
45 forty percent of the total nitrate plus nitrite. The discharge shall maintain a pH of less
46 than 6.5 and an alkalinity of less than ten milligrams per liter.

Exhibit 2

1 B. A proposed project required by this chapter to have drainage review shall meet any of the
2 following special requirements which apply to the site and which are described in detail in the Surface
3 Water Design Manual. The City shall verify if a proposed project is subject to and must meet any of the
4 following special requirements.

5 1. Special Requirement 1: Other adopted area-specific requirements. If a proposed project
6 is in a designated critical drainage area, or is in an area included in an adopted master drainage plan,
7 basin plan, salmon conservation plan, stormwater compliance plan, flood hazard reduction plan, lake
8 management plan or shared facility plan, then the proposed project shall meet the applicable drainage
9 requirements of the critical drainage area, master drainage plan, basin plan, salmon conservation plan,
10 stormwater compliance plan, flood hazard reduction plan, lake management plan or shared facility plan;

11 2. Special Requirement 2: Floodplain/floodway delineation. If a proposed project contains
12 or is adjacent to a stream, lake, wetland or closed depression, or if other City regulations require study
13 of flood hazards relating to the proposed project, the one hundred year floodplain boundaries and
14 floodway shall be determined and delineated on the site improvement plans and profiles and any final
15 maps prepared for the proposed project. The flood hazard study shall be prepared for as specified in the
16 Surface Water Design Manual;

17 3. Special Requirement 3: Flood protection facilities. If a proposed project contains or is
18 adjacent to a stream that has an existing flood protection facility, such as a levee, revetment or berm, or
19 proposes to either construct a new or modify an existing flood protection facility, then the flood
20 protection facilities shall be analyzed and designed as specified in the Surface Water Design Manual to
21 conform with the Federal Emergency Management Agency regulations as found in 44 C.F.R.;

22 4. Special Requirement 4: Source Control. If a proposed project requires a commercial
23 building or commercial site development permit, then water quality source controls shall be applied to
24 prevent rainfall and runoff from coming into contact with pollutants to the maximum extent practicable.
25 Water quality source controls shall be applied in accordance with this chapter, the stormwater pollution
26 prevention manual and the Surface Water Design Manual. All structural source controls shall be
27 identified on the site improvement plans and profiles or final maps prepared for the proposed project;
28 and

29 5. Special Requirement 5: Oil control. If a proposed project is a high-use site or is a
30 redevelopment project proposing one hundred thousand dollars or more of improvements to an existing
31 high-use site, then oil control shall be applied to all runoff from the high-use portion of the site as
32 specified in the Surface Water Design Manual.

33
34 C.

35 1. An adjustment to the requirements contained in this section or other requirements in
36 the Surface Water Design Manual may be proposed. The resulting development shall be subject to all of
37 the remaining terms and conditions of this chapter and the adjustment shall:

- 38 a. produce a compensating or comparable result in the public interest; and
- 39 b. meet this chapter's objectives of safety, function, appearance, environmental
40 protection and maintainability based upon sound engineering judgment.

41 2. If complying with subsection C.1.a. of this section will deny all reasonable use of a
42 property, the best practicable alternative shall be obtained as determined by the director according to
43 the adjustment process defined in the Surface Water Design Manual.

44 3. Requests for adjustments that may conflict with any other City requirement shall
45 require review and concurrence by the applicable City department.

46 4. A request for an adjustment is a Type 1 land use decision as provided for in SMC Title 20
47 and shall be processed in accordance with the procedures specified in the Surface Water Design Manual.

1 5. The City may require monitoring of experimental designs and technology or untested
2 applications proposed by the applicant in order to determine compliance with subsection C.1. of this
3 section and the approved plans and conditions.

4 6. An adjustment decision may be appealed by following the appeal procedures as
5 specified in the Surface Water Design Manual.

6
7 **13.20. Critical drainage and/or critical erosion areas.**

8 Development in areas where the department has determined that the existing flooding, drainage and/or
9 erosion conditions present an imminent likelihood of harm to the welfare and safety of the surrounding
10 community shall meet special drainage requirements set by the director until such time as the
11 community hazard is alleviated. Such conditions may include the limitation of the volume of discharge
12 from the subject property to predevelopment levels, preservation of wetlands or other natural drainage
13 features or other controls necessary to protect against community hazard. Where alternate facility
14 designs or methods will produce a compensating or comparable result in the public interest and which
15 will meet this section's objectives of safety, function, appearance, environmental protection and
16 maintainability, based upon sound engineering judgment, an adjustment to the special drainage
17 requirements promulgated under this section may be proposed, provided that the resulting
18 development shall be subject to all of the remaining terms and conditions of this chapter. Where
19 application of this section will deny all reasonable use of a property and a facility or design that
20 produces a compensating or comparable result cannot be obtained, then a best practicable alternative
21 may be approved by the director according to the adjustment process defined in the Surface Water
22 Design Manual. These standards are in addition to the applicable standards of SMC 21A.50.

23
24 **13.20. Engineering plans for the purposes of drainage review.**

25 A. These requirements are in addition to the submittal requirements established by SMC 20.05.

26 1. All engineering plans shall be submitted to the City for review in accordance with the
27 Surface Water Design Manual except those drainage plans developed by, or under the review of, the
28 City of Sammamish Department of Public Works for either surface and storm water capital
29 improvement, repair, maintenance or restoration projects or other linear government agency projects,
30 such as roadways, railways, pipelines, utility lines and trails.

31 2. If engineering plans are returned for any reason, they shall be returned to the applicant.

32 3. All master drainage plans, if required, shall be submitted to the City for review in
33 accordance with the specifications in the Surface Water Design Manual. The master drainage plan
34 process should commence at the same time as the state Environmental Policy Act (SEPA) process.

35 4. Drainage plans not subject to review by the City under subsection A.1. of this section
36 shall be reviewed by the Department of Public Works in accordance with this chapter. Project
37 applicability and compliance with this chapter shall be documented in writing and available for review.

38
39 B. The expiration time frames as specified in the Surface Water Design Manual shall apply to all
40 permit and approval applications.

41
42 C. All plans shall be processed in accordance with the review procedures specified in the Surface
43 Water Design Manual.

44
45 D. Submittal procedures, definitions and specifications for the required contents of engineering
46 plans are presented in the Surface Water Design Manual.

47
48 **13.20. Construction timing and final approval.**

1 A. No work related to permanent or temporary storm drainage control for a permitted
2 development may proceed without the approval of the director.

3
4 B. Erosion and sediment control measures associated with both the interim and permanent
5 drainage systems shall be:

6 1. Constructed in accordance with the approved plan prior to any grading or land clearing
7 other than that associated with an approved erosion and sediment control plan; and

8 2. Satisfactorily sequenced and maintained until all improvements, restoration, and
9 landscaping associated with the permit and approvals for the project are completed and the potential
10 for onsite erosion has passed.

11
12 C. The applicant shall have constructed and have in operation those portions of the drainage
13 facilities necessary to accommodate the control of surface and storm water runoff discharging from the
14 site before the construction of any other improvements or buildings on the site, or in accordance with
15 SMC Title 19A.

16
17 **13.20. Liability insurance required.**

18 The applicant required to construct the drainage facility pursuant to this chapter shall maintain a
19 combined single limit per occurrence liability policy in the amount established annually by the City,
20 which shall name City as an additional insured and protect the City from liability relating to the
21 construction or maintenance of the facility until construction approval or acceptance for maintenance,
22 whichever is last. Proof of this required liability policy shall be provided to the director prior to
23 commencing construction of any drainage facility. If this liability insurance is not kept in effect as
24 required, the City may initiate enforcement action pursuant to SMC Title 23.

25
26 **13.20. Financial guarantees authorized.**

27 The City is authorized to require all applicants issued permits or approvals under the provisions of the
28 title to post financial guarantees consistent with the provisions of Title 27A.

29
30
31 **13.20. Drainage facilities accepted by Sammamish for maintenance.**

32 A. The City is responsible for the maintenance, including performance and operation, of drainage
33 facilities which have formally been accepted for maintenance by the director.

34
35 B. The City may assume maintenance of privately maintained drainage facilities only if the
36 following conditions have been met:

37 1. All necessary easements or dedications entitling the City to properly maintain the
38 drainage facility have been conveyed to the City;

39 2. The director has determined that the facility is in the dedicated public road right-of-way
40 or that maintenance of the facility will contribute to protecting or improving the health, safety and
41 welfare of the community based upon review of the existence of or potential for:

- 42 a. flooding,
- 43 b. downstream erosion,
- 44 c. property damage due to improper function of the facility,
- 45 d. safety hazard associated with the facility,
- 46 e. degradation of water quality or in-stream resources, or
- 47 f. degradation to the general welfare of the community; and

1 3. The director has declared in writing acceptance of maintenance responsibility by the
2 City. Copies of this document will be kept on file in the Department of Public Works.

3
4 C. The director may terminate the department's assumption of maintenance responsibilities in
5 writing after determining that continued maintenance will not significantly contribute to protecting or
6 improving the health, safety and welfare of the community based upon review of the existence of or
7 potential for:

- 8 1. Flooding,
- 9 2. Downstream erosion,
- 10 3. Property damage due to improper function of the facility,
- 11 4. Safety hazard associated with the facility,
- 12 5. Degradation of water quality or in-stream resources, or
- 13 6. Degradation to the general welfare of the community.

14 Copies of this document will be kept on file in the Department of Public Works.

15
16 D. A drainage facility which does not meet the criteria of this section shall remain the responsibility
17 of the applicant required to construct the facility and persons holding title to the property for which the
18 facility was required.

19
20 **13.20. Drainage facilities not accepted by Sammamish for maintenance.**

21 A. The person or persons holding title to the property and the applicant required to construct a
22 drainage facility shall remain responsible for the facility's continual performance, operation and
23 maintenance in accordance with the standards and requirements of the department and remain
24 responsible for any liability as a result of these duties. This responsibility includes maintenance of a
25 drainage facility which is:

- 26 1. Under a maintenance guarantee or defect guarantee;
- 27 2. A private road conveyance system;
- 28 3. Released from all required financial guarantees prior to July 7, 1980;
- 29 4. Located within and serving only one single family residential lot;
- 30 5. Located within and serving a multifamily or commercial site unless the facility is part of
31 an approved shared facility plan;
- 32 6. Located within or associated with an short subdivision or subdivision which handles
33 runoff from an area of which less than two-thirds is designated for detached or townhouse dwelling
34 units located on individual lots unless the facility is part of an approved shared facility plan;
- 35 7. Previously terminated for assumption of maintenance responsibilities by the
36 department in accordance with this chapter; or
- 37 8. Not otherwise accepted by the City for maintenance.

38
39 B. Prior to the issuance of any of the permits for any multifamily or commercial project required to
40 have a flow control or water quality treatment facility, the applicant shall record a declaration of
41 covenant as specified in the Surface Water Design Manual. The restrictions set forth in such covenant
42 shall include, but not be limited to, provisions for notice to the persons holding title to the property of a
43 City determination that maintenance and/or repairs are necessary to the facility and a reasonable time
44 limit in which such work is to be completed.

45 1. In the event that the titleholders do not effect such maintenance and/or repairs, the
46 City may perform such work upon due notice. The titleholders are required to reimburse the City for any
47 such work. The restrictions set forth in such covenant shall be included in any instrument of conveyance

Exhibit 2

1 of the subject property and shall be recorded with the records and licensing services division of King
2 County.

3 2. The City may enforce the restrictions set forth in the declaration of covenant provided in
4 the Surface Water Design Manual.

5
6 C. Prior to the issuance of any of the permits and/or approvals for the project or the release of
7 financial guarantees posted to guarantee satisfactory completion, the person or persons holding title to
8 the subject property for which a drainage facility was required shall pay a fee established by the director
9 as set forth in the City resolution to reasonably compensate the City for costs relating to inspection of
10 the facility to ensure that it has been constructed according to plan and applicable specifications and
11 standards.

12
13 D. The duties specified in this section with regard to payment of inspection fees and
14 reimbursement of maintenance costs shall be enforced against the person or persons holding title to the
15 property for which the drainage facility was required.

16
17 E. Where not specifically defined in this section, the responsibility for performance, operation and
18 maintenance of drainage facilities and conveyance systems, both natural and constructed, shall be
19 determined on a case-by-case basis.

20 21 13.20. Hazards.

22 Whenever the director determines that any existing construction site, erosion and sedimentation
23 problem and/or drainage facility poses a hazard to life and limb, endangers any property, and/or
24 adversely affects the condition or capacity of other drainage facilities, the safety and operation of City
25 right-of-way, utilities, and/or other property owned or maintained by the City, the applicant/person to
26 whom the permit was issued pursuant to this chapter, the owner of the property within which the
27 drainage facility is located, the applicant/person responsible for maintenance of the facility, and/or
28 other person or agent in control of said property, upon receipt of notice in writing from the director
29 shall within the period specified therein repair or otherwise address the cause of the hazardous
30 situation in conformance with the requirements of this chapter.

31 Should the director have reasonable cause to believe that the situation is so adverse as to preclude
32 written notice, the director may take the measures necessary to eliminate the hazardous situation;
33 provided that the director shall first make a reasonable effort to locate the owner before acting. In such
34 instances the applicant of whom a drainage plan was required pursuant to this chapter, the owner of
35 the property and/or the person responsible for the maintenance of the facility shall be obligated for the
36 payment of all costs incurred. If costs are incurred and a financial guarantee pursuant to this chapter or
37 other City requirement has been posted, the director shall have the authority to collect against the
38 financial guarantee to cover costs incurred.

39 40 **13.20. Administration.**

41 A. Administration.

42 1. The director is authorized to promulgate and adopt administrative rules under the
43 procedures specified in SMC 2.55, for the purpose of implementing and enforcing the provisions of this
44 chapter. Adopted administrative rules are available to the public from the Department of Public Works.
45 This includes, but is not limited to, the Surface Water Design Manual.

46 2. The director is authorized to develop procedures for applying adopted rules and
47 regulations during the review of permit applications for the development of land. These procedures may
48 also be contained in the Surface Water Design Manual.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

B. Inspections. The director is authorized to make such inspections and take such actions as may be required to enforce the provisions of this chapter.

C. Right of entry. Whenever necessary to make an inspection to enforce any of the provisions of this chapter, monitor for proper function of drainage facilities or whenever the director has reasonable cause to believe that violations of this chapter are present or operating on a subject property or portion thereof, the director may enter such premises at all reasonable times to inspect the same or perform any duty imposed upon the director by this chapter; provided that, if such premises or portion thereof is occupied, the director shall first make a reasonable effort to locate the owner or other person having charge or control of the premises or portion thereof and demand entry.

D. Access. Proper ingress and egress shall be provided to the director to inspect, monitor or perform any duty imposed upon the director by this chapter. The director shall notify the responsible party in writing of failure to comply with this access requirement. Failing to obtain a response within seven days from the receipt of notification the director may order the work required completed or otherwise address the cause of improper access. The obligation for the payment of all costs that may be incurred or expended by the City in causing such work to be done shall thereby be imposed on the person holding title to the subject property.

13.20. Enforcement.

The City is authorized to enforce the provisions of this chapter, the ordinances and resolutions codified in it, and any rules and regulations promulgated thereunder pursuant to the enforcement and penalty provisions of SMC Title 23.

13.20. Implementation, review and revision.

The department may administer a training program for users of the Surface Water Design Manual. The department may also conduct an on-going research program to evaluate the effectiveness of the requirements in meeting the purpose of this chapter. This research program may examine, but not be limited to, hydrologic and hydraulic analysis methods, stream geomorphologic analysis methods, water quality, best management practices and erosion and sediment control measures.

13.20. Severability.

If any provision of this chapter or its application to any person or property is held invalid, the remainder of the chapter or the application of the provision to other persons or property shall not be affected.

Chapter 13.25
Surface Water Management Program

Sections:

- 13.25. Authority.
- 13.25. Purpose.
- 13.25. Applicability.
- 13.25. Policy.
- 13.25. Rate structure.
- 13.25. Rate adjustments and appeals.
- 13.25. Billing procedure.
- 13.25. Delinquencies and foreclosures.
- 13.25. Surface water management fund.
- 13.25. Administrative standards and procedures.
- 13.25. Report of revenue and expenditure analysis.
- 13.25. Severability.

13.25. Authority.

A. There is hereby created and established the surface water management program of Sammamish under which the provisions of this chapter shall be carried out.

B. The program created in this section shall be administered by the department.

C. Whenever necessary to examine the property characteristics of a particular parcel for the purposes of implementing this chapter, the director may enter any property or portion thereof at reasonable times in compliance with the following procedures:

- 1. If the property or portion thereof is occupied, the director shall present identification credentials, state the reason for entry and request entry;
- 2. If the property or portion thereof is unoccupied, the director shall first make a reasonable effort to locate the owner or other persons having charge or control of the property or portion thereof and request entry; and
- 3. Unless entry is consented to by the owner or person in control of any property or portion thereof, the director, before entry, shall obtain a search warrant as authorized by the laws of the state of Washington.

D. The director is authorized to enforce this chapter, the ordinances and resolutions codified in it and any rules and regulations promulgated thereunder pursuant to the enforcement and penalty provisions of SMCTitle 23.

E. The program may provide services related to surface and storm water management, including but not limited to basin planning, facilities maintenance, regulation, financial administration, public involvement, drainage investigation and enforcement, aquatic resource restoration, surface and storm water quality and environmental monitoring, natural surface water drainage system planning, intergovernmental relations, and facility design and construction. The program may contract for services with interested municipalities or special districts including but not limited to sewer and water districts, school districts, or other governmental agencies.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

13.25. Purpose.

The purpose is to promote public health, safety and welfare by establishing and operating a comprehensive approach to surface and storm water problems which would reduce flooding, erosion and sedimentation, prevent and mitigate habitat loss, enhance groundwater recharge and prevent water quality degradation. This comprehensive approach includes the following elements: basin planning, land use regulation, construction of facilities, maintenance, public education, and provision of surface and storm water management services. The most cost effective and beneficial approach to surface and storm water management is through preventative actions and protection of the natural drainage system. In approaching surface and storm water problems the Surface Water Management Program shall give priority to methods which provide protection or enhancement of the natural surface water drainage system over means which primarily involve construction of new drainage facilities or systems. The purpose of the rates and charges established herein is to provide a method for payment of all or any part of the cost and expense of surface and storm water management services or to pay or secure the payment of all or any portion of any issue of general obligation or revenue bonds issued for such services. These rates and charges are necessary in order to promote the public health, safety and welfare by minimizing uncontrolled surface and storm water, erosion, and water pollution; to preserve and utilize the many values of the City's natural drainage system including water quality, open space, fish and wildlife habitat, recreation, education, urban separation and drainage facilities; and to provide for the comprehensive management and administration of surface and storm water.

13.25. Applicability.

A. Developed parcels within the service area shall be billed each year for surface and storm water management services pursuant to RCW 36.89.080. Surface and storm water management services or service charges, or both shall be imposed on developed parcels lying within cities and towns when the services or charges, or both, have been provided for by interlocal agreements between the City and the cities or towns. That portion of the rates or charges allocated to payment of debt service on revenue or general obligation bonds issued to finance storm water control facilities in areas annexed or incorporated subsequent to the issuance of the bonds shall be imposed as set forth in this chapter.

B. The service area shall be the corporate city limits of the City of Sammamish.

13.25. Policy.

A. It is the finding of the City that a number of the basins in the service area are shared with other incorporated cities or unincorporated areas. In order to achieve a comprehensive approach to surface and storm water management, the City should coordinate surface and storm water, management services with neighboring jurisdictions. In addition, the program may contract for services with interested municipalities or special districts including but not limited to sewer and water districts, school districts, port districts or other governmental agencies.

B. It is the finding of the City that technical assistance and community education have been shown to be a cost-effective means of improving the management of the impacts of surface and storm water runoff. Technical assistance and community education regarding stewardship enables the City, its residents and businesses to comply with federal, state and local mandates and enables the City to protect its quality of life and its natural resources. The promotion of stewardship is an integral part of a comprehensive surface and storm water management program.

Exhibit 2

1 C. It is the finding of the City that developed parcels contribute to an increase in surface and storm
2 water runoff to the surface and storm water management system. This increase in surface and storm
3 water runoff results in the need to establish rates and charges to finance the City's activities in surface
4 and storm water management. Developed parcels shall be subject to the rates and charges of the
5 surface water management program based on their contribution to increased runoff. The factors to be
6 used to determine the degree of increased surface and storm water runoff to the surface and storm
7 water management system from a particular parcel shall be the percentage of impervious surface
8 coverage on the parcel, the total acreage of the parcel and any mitigating factors as determined by the
9 City.

10
11 D. It is the finding of the City that undeveloped parcels do not contribute as much as developed
12 parcels to an increase in surface and storm water runoff into the surface and storm water management
13 system. Undeveloped properties shall be exempt from the rates and charges of the surface water
14 management program.

15
16 E. It is the finding of the City that maintained drainage facilities mitigate the increased runoff
17 contribution of developed parcels by providing on-site drainage control. Parcels served by flow control
18 facilities which were required for development of the parcel pursuant to SMC 13.20 and approved by
19 Sammamish or can be demonstrated as required in this chapter by the property owner to provide flow
20 control of surface and storm water to the standards in SMC 13.20 shall receive a discount as provided in
21 the rates and charges of the surface water management program, if the facility is maintained at the
22 parcel owner's expense to the standard established by the department.

23
24 F. It is the finding of the City that improvements to the quality of storm water runoff can decrease
25 the impact of that runoff on the environment. Parcels served by water quality treatment facilities that
26 were required for development of the parcel pursuant to SMC 13.20 and approved by the City or that
27 can be demonstrated as required in this chapter by the property owner to provide treatment of surface
28 and storm water to the standards in SMC 13.20 shall receive a discount as provided in the rates and
29 charges of the surface water management program, if the facility is maintained at the parcel owner's
30 expense to the standard established by the department.

31
32 G. It is a finding of the City that open space properties provide a benefit to the surface and storm
33 water management system by the retention of property in an undeveloped state. Open space properties
34 shall receive a discount from the rates and charges to encourage the retention of property as open
35 space.

36
37 H. It is a finding of the City that the majority of the parcels in the service area are residential. The
38 variance between residential parcels in impervious surface coverage is found to be minor and to reflect
39 only minor differences in increased runoff contributions. The administrative cost of calculating the
40 service charge individually for each residential parcel and maintaining accurate information would be
41 very high. A flat charge for residential parcels is less costly to administer than calculating a separate
42 charge for each parcel and is equitable because of the similarities in impervious surface coverage
43 between residential parcels. Therefore, residential parcels shall be charged a flat charge based upon an
44 average amount of impervious surface.

45
46 I. It is the finding of the City that lightly to very heavily developed nonresidential parcels which
47 have an impervious surface coverage of more than ten percent have a substantial impact on the surface
48 and storm water management system. The impact of these parcels on the surface and storm water

Exhibit 2

1 management system increases with the size of the parcels. Therefore, lightly to very heavily developed
2 properties shall be charged a rate determined by the percent of impervious surface coverage multiplied
3 by the parcel acreage.
4

5 J. It is the finding of the City that comprehensive management of surface and storm water runoff
6 must include anticipation of future growth and development in the design and improvement of the
7 surface and storm water management system. Service charge revenue needs shall be based upon the
8 present and future requirements of the surface and storm water management system, and these needs
9 shall be considered when determining the rates and charges of the program.
10

11 K. It is the finding of the City that basin plans are essential to establishing a comprehensive
12 approach to a capital improvement program, maintenance of facilities and regulation of new
13 developments. A plan should analyze the measures needed to control surface and storm water runoff
14 which results from existing and anticipated development within the basin. The measures investigated to
15 control runoff should include land use regulation such as setback requirements or community plan
16 revisions which revise land use densities as well as the use of drainage facilities. A plan also should
17 recommend the quantity and water quality runoff control measures required to further the purposes set
18 forth in this chapter, and community goals. The institutional requirements and regulations, including but
19 not limited to land use management, funding needs, and incentives for preserving the natural surface
20 water drainage system should be identified in the plan. The proposed ordinances and regulations
21 necessary to implement the plan shall be transmitted to the council simultaneously with the plan.
22

23 L. It is a finding of the City that the federal government has increased requirements concerning
24 surface water quantity and control. The federal Clean Water Act, implemented through municipal storm
25 water NPDES permits, mandates a wide variety of local programs to manage surface water and improve
26 water quality. Compliance will increasingly be measured by the effectiveness of the City's surface water
27 and water quality programs. The NPDES permit impacts operations in the Parks and Public Works
28 departments.
29

30 M. It is a finding of the City that Chinook salmon were listed as a threatened species in March 1999,
31 and bull trout were listed as a threatened species in November 1999, under the federal Endangered
32 Species Act. These listings focus the need for higher standards in managing surface water including new,
33 expanded and more intensive programs to control the quantity of runoff as well as its quality. Programs
34 responding to these imperatives have included the design, permitting and construction of facilities,
35 facility retrofitting and maintenance, habitat acquisition and restoration, monitoring, regulation
36 development and coordination with other agencies on transboundary issues.
37

38 N. It is the finding of the City that areas with development related surface and storm water
39 problems require comprehensive management of surface and storm water.
40

41 O. It is the finding of the City that additional surface and storm water runoff problems may be
42 caused by new land use development if not properly mitigated both through protection of natural
43 systems and through constructed improvements. The Surface Water Design Manual and SMC Titles 13,
44 16, 20 and 21A have been adopted by the City to mitigate the impact of land use development. Further
45 mitigation of these impacts is based on expertise which continues to evolve as new information on our
46 natural systems is obtained and new techniques are discovered. The surface water management
47 program, through reconnaissance studies, basin plans, and other special studies, will continuously
48 provide valuable information on the existing problems and areas of the natural drainage system that

Exhibit 2

1 need special protection. The City is researching and developing methods to protect the natural drainage
2 system through zoning, buffering and setbacks to alleviate existing problems. Setback and buffering
3 measures allow natural preservation of wetlands and stream corridors to occur, alleviate erosion and
4 water pollution and provide a safe environment for the small mammals and fish which inhabit sensitive
5 areas. Based upon the findings in this subsection, and as information and methods become available,
6 the executive, as appropriate shall draft and submit to the council, regulations and development
7 standards to allow protection of the surface and storm water management system including natural
8 drainage systems.
9

10 P. The program will maintain long term fiscal viability and fund solvency for all of its related funds.
11 All required capital and operating expenditures will be covered by service charges and other revenues
12 generated or garnered by the program. The program will pay all current operating expenses from
13 current revenues and will maintain an operating reserve to minimize service impacts due to revenue or
14 expenditure variances from plan during a fiscal year. This reserve will be calculated based on the historic
15 variability of revenue and expenditures. The program will adopt a strategic financial planning approach
16 which recognizes the dynamic nature of the program's fiscal operating environment. Long term
17 projections will be updated in the program's adopted strategic plan. One-time revenues will be
18 dedicated to one-time-only expenditures and will not be used to support ongoing requirements. The
19 program's approach to financial reporting and disclosure will be comprehensive, open and accessible.
20

21 Q. The program shall prepare an annual, multiyear capital improvement program which
22 encompasses all of the program's activities related to the acquisition, construction, replacement, or
23 renovation of capital facilities or equipment. All proposed new facilities will be subject to a consistent
24 and rigorous needs analysis. The program's capital facilities will be planned and financed to ensure that
25 the benefits of the facilities and the costs for them are balanced over time.
26

27 R. The program will manage its debt to ensure continued high credit quality, access to credit
28 markets, and financial flexibility. All of the program's debt management activities will be conducted to
29 maintain at least the current credit ratings assigned to the City's debt by the major credit rating agencies
30 and to maintain an adequate debt service coverage ratio. Long term debt will not be used to support
31 operating expenses. The program will develop and maintain a central system for all debt-related records
32 which will include all official statements, bid documents, ordinances indentures, leases, etc., for all of
33 the program's debt and will accurately account for all interested earnings in debt-related funds. These
34 records will be designed to ensure that the program is in compliance with all debt covenants and with
35 state and federal laws.
36
37
38

Chapter 13.30
Water Quality

Sections:

- 13.30. Purpose.
- 13.30. Discharges into waters.
- 13.30. Stormwater Pollution Prevention Manual.
- 13.30. Enforcement.
- 13.30. Hazards.
- 13.30. Criminal penalty.
- 13.30. Civil penalties for water quality.
- 13.30. Construction - intent.

13.30.010 Purpose.

The purpose of this chapter is to protect the City's surface and ground water quality by providing minimum requirements for reducing and controlling the discharge of contaminants. The City council recognizes that water quality degradation can result either directly from one discharge or through the collective impact of many small discharges. Therefore, this chapter prohibits the discharge of contaminants into surface and storm water and ground water, and outlines preventive measures to restrict contaminants from entering such waters. These measures include the implementation of best management practices (BMPs) by the residents of the City of Sammamish.

The City council finds this chapter is necessary to protect the health, safety and welfare of the residents of Sammamish and the integrity of the City's resources for the benefit of all by: minimizing or eliminating water quality degradation; preserving and enhancing the suitability of waters for recreation, fishing, and other beneficial uses; and preserving and enhancing the aesthetic quality and biotic integrity of the water. The City council recognizes that implementation of this chapter is required under the federal Clean Water Act, 33 U.S.C. 1251 et. seq. In meeting the intent of the Clean Water Act the City council also recognizes the importance of maintaining economic viability while providing necessary environmental protection and believes this chapter helps achieve both goals.

13.30.020 Discharges into waters.

A.

1. It is unlawful for any person to discharge any contaminants into surface and storm water, ground water or Puget Sound. Contaminants include, but are not limited, to the following:

- a. trash or debris;
- b. construction materials;
- c. petroleum products including but not limited to oil, gasoline, grease, fuel oil, heating oil;
- d. antifreeze and other automotive products;
- e. metals in either particulate or dissolved form;
- f. flammable or explosive materials;
- g. radioactive material;
- h. batteries;
- i. acids, alkalis, or bases;
- j. paints, stains, resins, lacquers or varnishes;
- k. degreasers and solvents;

Exhibit 2

- 1 l. drain cleaners;
- 2 m. pesticides, herbicides or fertilizers;
- 3 n. steam cleaning wastes;
- 4 o. soaps, detergents or ammonia;
- 5 p. swimming pool backwash;
- 6 q. chlorine, bromine and other disinfectants;
- 7 r. heated water;
- 8 s. domestic animal wastes;
- 9 t. sewage;
- 10 u. recreational vehicle waste;
- 11 v. animal carcasses;
- 12 w. food wastes;
- 13 x. bark and other fibrous materials;
- 14 y. collected lawn clippings, leaves or branches;
- 15 z. silt, sediment or gravel;
- 16 aa. dyes, except as stated in subsection C.1. of this section;
- 17 bb. chemicals not normally found in uncontaminated water;
- 18 cc. any hazardous material or waste not listed above.

19 2. Illicit connections. Any connection identified by the director that could convey anything
20 not composed entirely of surface and storm water directly to surface and storm water or ground water
21 is considered an illicit connection and is prohibited with the following exceptions:

- 22 a. connections conveying allowable discharges;
- 23 b. connections conveying discharges pursuant to an NPDES permit, other than an
24 NPDES storm water permit, or a State Waste Discharge Permit; and
- 25 c. connections conveying effluent from onsite sewage disposal systems to
26 subsurface soils.

27
28 B. BMPs shall be applied to any business or residential activity that might result in prohibited
29 discharges as specified in the Stormwater Pollution Prevention Manual or as determined necessary by
30 the director. Activities that might result in prohibited discharges include but are not limited to following:

- 31 1. Potable water line flushing;
- 32 2. Lawn watering with potable water;
- 33 3. Dust control with potable water;
- 34 3. Automobile and boat washing;
- 35 4. Pavement and building washing;
- 36 5. Swimming pool and hot tub maintenance;
- 37 6. Auto repair and maintenance;
- 38 7. Building repair and maintenance;
- 39 8. Landscape maintenance;
- 40 9. Hazardous waste handling;
- 41 10. Solid and food waste handling; and
- 42 11. Application of pesticides.

43
44 C. The following types of discharges shall not be considered prohibited discharges for the purpose
45 of this chapter unless the director determines that the type of discharge, whether singly or in
46 combination with other discharges, is causing significant contamination of surface and storm water or
47 ground water:

- 48 1. Spring water;

- 1 2. Diverted stream flows;
- 2 3. Uncontaminated water from crawl space pumps, foundation drains or footing drains;
- 3 4. Lawn watering with potable water or collected rainwater;
- 4 5. Pumped groundwater flows that are uncontaminated;
- 5 6. Materials placed as part of an approved habitat restoration or bank stabilization project;
- 6 7. Natural uncontaminated surface water or ground water;
- 7 8. Flows from riparian habitats and wetlands;
- 8 9. The following discharges from boats: engine exhaust; cooling waters; effluent from
- 9 sinks; showers and laundry facilities; and treated sewage from Type I and Type II marine
- 10 sanitation devices;
- 11 10. Collected rainwater that is uncontaminated;
- 12 11. Uncontaminated groundwater that seeps into or otherwise enters stormwater
- 13 conveyance systems;
- 14 12. Air conditioning condensation;
- 15 13. Irrigation water from agricultural sources that is commingled with stormwater runoff;
- 16 and
- 17 14. Other types of discharges as determined by the director.
- 18

19 |D.

- 20 1. Dye testing is allowable but requires verbal notification to the City at least one day prior
- 21 to the date of test. The City is exempt from this requirement.
- 22 2. A person does not violate subsection A. of this section if:
 - 23 a. That person has properly designed, constructed, implemented and is
 - 24 maintaining BMPs and is carrying out AKART as required by this chapter, but
 - 25 contaminants continue to enter surface and storm water or ground water; or
 - 26 b. That person can demonstrate that there are no additional contaminants being
 - 27 discharged from the site above the background conditions of the water entering the
 - 28 site.
- 29 3. A person who, under subsection D.2. of this section, is not in violation of subsection A.
- 30 of this section is liable for any prohibited discharges through illicit connections, dumping, spills,
- 31 improper maintenance of BMPs or other discharges that allow contaminants to enter surface
- 32 and storm water or ground water.
- 33 4. Emergency response activities or other actions that must be undertaken immediately or
- 34 within a time too short to allow full compliance with this chapter in order to avoid an imminent
- 35 threat to public health or safety, shall be exempt from this section. The director by public rule
- 36 may specify actions that qualify for this exception in City procedures. A person undertaking
- 37 emergency response activities shall take steps to ensure that the discharges resulting from such
- 38 activities are minimized. In addition, this person shall evaluate BMPs and the site plan, where
- 39 applicable, to restrict recurrence.

40
41 **13.30.030 Stormwater Pollution Prevention Manual.**

42 A. Compliance with this chapter shall be achieved through the use of the best management
43 practices described in the Stormwater Pollution Prevention Manual in effect on XXXXXX (EFFECTIVE
44 DATE OF ORDINANCE). In applying the Stormwater Pollution Prevention Manual, the director shall first
45 require the implementation of source control BMPs. If these are not sufficient to prevent contaminants
46 from entering surface and storm water or ground water, the director may require implementation of
47 treatment BMPs as set forth in AKART. The City will provide, upon reasonable request, available

Exhibit 2

1 technical assistance materials and information, and information on outside financial assistance options
2 to persons required to comply with this chapter.

3
4 B. In applying the Stormwater Pollution Prevention Manual to prohibited discharges from normal
5 single family residential activities, the director shall use public education and warnings as primary
6 method of gaining compliance with this chapter and shall not use citations, notice and orders,
7 assessment of civil penalties and fines, or other compliance actions as authorized in SMC Title 23, unless
8 the director determines:

9 1. The discharge from a normal single family residential activity, whether singly or
10 combination with other discharges, is causing a significant contribution of contaminants to
11 surface and storm water or ground water; or

12 2. The discharge from a normal single family residential activity poses a hazard to the
13 public health, safety or welfare, endangers any property or adversely affects the safety and
14 operation of City right-of-way, utilities or other City-owned or maintained property.

15
16 C. Persons implementing BMPs through another federal, state or local program will not be
17 required to implement the BMPs prescribed in the City's Stormwater Pollution Prevention Manual,
18 unless the director determines the alternative BMPs are ineffective at reducing the discharge of
19 contaminants. If the other program requires the development of a stormwater pollution prevention plan
20 or other best management practices plan, the person shall make the plan available to the City upon
21 request. Persons who qualify for exemptions include, but are not limited to, persons:

22 1. Required to obtain a general or individual NPDES permit from the Washington state
23 Department of Ecology;

24 2. Implementing and maintaining, as scheduled, a King Conservation District-approved
25 farm management plan;

26 3. Implementing BMPs in compliance with the management program of the City's
27 municipal NPDES permit;

28 4. Engaged in forest practices, with the exception of forest practices occurring on lands
29 platted after January 1, 1960, or on lands being converted to another use or when regulatory
30 authority is otherwise provided to local government by RCW 76.09.240; or

31 5. Identified by the director as being exempt from this section.

32 33 **13.30.040 Enforcement.**

34 A. The director is authorized to carry out enforcement actions pursuant to the enforcement and
35 penalty provisions of SMC Title 23 and other enforcement provisions adopted by rule under the
36 procedures of SMC 2.55.

37
38 B. The director shall gain compliance with this chapter by requiring the implementation of BMPs
39 and, when necessary, AKART. The director shall initially rely on education and informational assistance
40 as much as possible to gain compliance with this chapter, unless the director determines a violation is a
41 result of a flagrant act that should be addressed through immediate penalties or poses a hazard as
42 defined in the Hazards section.

43
44 C. The director, in consultation with other departments of the City government, shall develop and
45 implement additional enforcement procedures. These procedures shall indicate how the City will
46 investigate and respond to reports or instances of noncompliance with this chapter and shall identify by
47 title the official(s) responsible for implementing the enforcement procedures.

48

1 D. The director is authorized to make such inspections and take such actions as may be required to
2 enforce the provisions of this chapter. Such inspections shall be made in accordance with SMC Title 23.

3 1. The director may observe best management practices or examine or sample surface and
4 storm water or ground water as often as may be necessary to determine compliance with this chapter.
5 Whenever an inspection of a property is made, the findings shall be recorded and a copy of the
6 inspection findings shall be furnished to the owner or the person in charge of the property after the
7 conclusion of the investigation and completion of the inspection findings.

8 2. When the director has made a determination under subsection 1. of this section that
9 any person is violating this chapter, the director may require the violator to sample and analyze any
10 discharge, surface and storm water, ground water, and/or sediment, in accordance with sampling and
11 analytical procedures or requirements determined by the director. If the violator is required to complete
12 this sampling and analysis, a copy of the analysis shall be provided to the City of Sammamish
13 Department of Public Works.

14
15 E. In addition to any other penalty or method of enforcement, the prosecuting attorney may bring
16 actions for injunctive or other relief to enforce this chapter.
17

18 **13.30.050 Hazards.**

19 Whenever the director determines that any violation of this chapter poses a hazard to public health,
20 safety, or welfare; endangers any property; or adversely affects the safety and operation of City right-of-
21 way, utilities, and/or other property owned or maintained by the City; the person holding title to the
22 subject property, and/or other person or agent in control of said property, upon receipt of notice in
23 writing from the director shall within the period specified therein address the cause of the hazardous
24 situation in conformance with the requirements of this chapter.

25 Notwithstanding any other provisions of this chapter, whenever it appears to the director that
26 conditions covered by this chapter exist requiring immediate action to protect the public health and/or
27 safety, the director is authorized to enter at all times in or upon any such property, public or private, for
28 the purpose of inspecting and investigating such emergency conditions. The director may without prior
29 notice order the immediate discontinuance of any activity leading to the emergency condition. Failure to
30 comply with such order shall constitute a misdemeanor as specified in SMC Title 23.
31

32 **13.30.060 Criminal Penalty.**

33 Any willful violation of an order issued pursuant to Section 13.30.040 or Section 13.30.050 of this
34 chapter for which a criminal penalty is not prescribed by state law is a misdemeanor
35

36 **13.30.070 Civil penalties for water quality.**

37 The enforcement provisions for water quality are intended to encourage compliance with this chapter.
38 To achieve this, violators will be required to take corrective action and comply with the requirements of
39 this chapter, and may be required to pay a civil penalty for the redress of ecological, recreational, and
40 economic values lost or damaged due to their unlawful action.

41 A. The provisions in this section are in addition to and not in lieu of any other penalty, sanction or
42 right of action provided by law.
43

44 B. Any person in violation of this chapter shall be subject to civil penalties assessed as follows:

45 1. An amount reasonably determined by the director to be equivalent to the economic
46 benefit the violator derives from the violation as measured by: the greater of the resulting increase in
47 market value of the property or business value received by the violator, or savings of construction or
48 retrofitting costs realized by the violator performing any act in violation of this chapter; and

1 2. An amount, not to exceed \$25,000, that is reasonably based upon the nature and
2 gravity of the violation and the cost to the City of enforcing this chapter against the violator.
3

4 C. Any person who, through an act of commission or omission, aids or abets in a violation shall be
5 considered to have committed the violation for the purposes of the civil penalty.
6

7 D. Each violator is jointly and severally liable for a violation of this chapter. The director may take
8 enforcement action, in whole or in part, against any violator. The decisions whether to take
9 enforcement action, what type of action to take, and which person to take action against, are all entirely
10 within the director's discretion. Factors to be used in taking such enforcement actions shall be:

- 11 1. Awareness of the violation;
- 12 2. Ability to correct the violation;
- 13 3. Cooperation with government agencies;
- 14 4. Degree of impact or potential threat to water or sediment quality, human health, or the
15 environment.

16 In the event more than one person is determined to have violated the provisions of this chapter, all
17 applicable civil penalties may be imposed against each person, and recoverable damages, costs, and
18 expenses may be allocated among the persons on any equitable basis. Factors that may be considered in
19 determining an equitable allocation include:

- 20 a. Awareness of the violation;
- 21 b. Ability to correct the violation;
- 22 c. Ability to pay damages, costs, and expenses;
- 23 d. Cooperation with government agencies;
- 24 e. Degree of impact or potential threat to water or sediment quality, human health, or the
25 environment.

26
27 E. The director or the director's designee may engage in mitigation discussions with the violator.
28 The director or the director's designee may reduce the penalties based upon one or more of the
29 following mitigating factors:

- 30 1. The person responded to City attempts to contact the person and cooperated with
31 efforts to correct the violation;
- 32 2. The person showed due diligence and/or substantial progress in correcting the violation;
- 33 or
- 34 3. An unknown person was the primary cause of the violation.

35 Payment of a monetary penalty pursuant to this chapter does not relieve the person of the duty to
36 correct the violation.
37

38 **13.30.080 Construction – Intent.**

39 This chapter is enacted as an exercise of the City's power to protect and preserve the public health,
40 safety and welfare. Its provision shall be exempted from the rule of strict construction and shall be
41 liberally construed to give full effect to the objectives and purposes for which it was enacted. This
42 chapter is not enacted to create or otherwise establish or designate any particular class or group of
43 persons who will or should be especially protected or benefited by the terms of this chapter.

44 The primary obligation of compliance with this chapter is placed upon the person holding title to the
45 property. Nothing contained in this chapter is intended to be or shall be construed to create or form a
46 basis for liability for the City, the department, its officers, employees or agents for any injury or damage
47 resulting from the failure of the person holding title to the property to comply with the provisions of this

Exhibit 2

1 | chapter, or by reason or in consequence of any act or omission in connection with the implementation
2 | or enforcement of this chapter by the City, department, its officers, employees or agents.
3 |
4 |

Chapter 13.35
Fertilizers

Sections:

- 13.35.010 Fertilizers containing phosphorous - application - prohibited - exceptions - Department of Public Works to adopt standards and procedures.
- 13.35.020 Fertilizers on impervious surfaces - application prohibited - containment and disposition if release.
- 13.35.030 Consumer education and outreach by department of Public Works

13.35.010 Fertilizers containing phosphorous - application - prohibited - exceptions - Department of Public Works to adopt standards and procedures.

A. Except as provided in subsection B. of this section, a person may not apply to turf a fertilizer containing the plant nutrient phosphorus.

B. Subsection A. of this section does not apply when:

- 1. Soil test results or other certification by a turf specialist performed within the three years previous to the application indicates that the level of available phosphorus in the soil is insufficient to support healthy turf growth, and the test results or certification, and the application rate, are consistent with best practice standards approved by the City Department of Public Works. In developing the best practice standards, the department shall seek input from the Washington State University turfgrass specialists;
- 3. The property owner or an agent of the property owner is first establishing turf via seed or sod procedures and only during the first calendar year;
- 4. The fertilizer containing the plant nutrient phosphorus is applied to a golf course consistent with golf course management practices intended to minimize potential for fertilizer runoff; or
- 5. Applying turf fertilizer for agricultural or horticultural uses.

C. The Department of Public Works shall adopt appropriate standards and procedures for the purposes of subsection B.2. of this section.

13.35.020 Fertilizers on impervious surfaces - application prohibited - containment and disposition if release.

A person may not apply a fertilizer to an impervious surface. Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or another legal site or returned to the original container or another appropriate container.

13.35.030 Consumer education and outreach by department of Public Works.

The Department of Public Works shall seek to identify opportunities for grant funding and partnerships to support a consumer education and outreach effort, making use of existing outreach materials produced by other entities to the extent possible. If the state Department of Agriculture produces consumer information on application restrictions of fertilizer containing the plant nutrient phosphorus or on the impacts of phosphorus on the waters of the region, and on recommended best practices for turf fertilizer and other residential landscaping uses, the Department of Public Works shall cooperate in the distribution of the information, including making recommendations for appropriate locations or

Exhibit 2

- 1 | parties to receive such information, as well as accommodating electronic links on its agency website for
- 2 | any electronic information produced.

**CITY OF SAMMAMISH
STORMWATER DESIGN MANUAL ADDENDUM
City Council DRAFT (March 8, 2011)**

PREFACE – How to Use this Document

General Introduction

This document was prepared for the City of Sammamish to meet the requirements of the NPDES Phase 2 permit to develop, implement, and enforce a program to reduce pollutants in stormwater runoff from new development, redevelopment and construction site activities. Per the NPDES permit, this program applies to all sites that disturb a land area 1 acre or greater (the NPDES regulatory threshold), including projects less than one acre that are part of a larger common plan of the development or sale. The program applies to private and public development, including roads.

The City of Sammamish has adopted the 2009 King County Surface Water Design Manual (2009 KCSWDM) in order to be in compliance with its Phase II Municipal Stormwater permit. This Addendum to the 2009 KCSWDM defines how the requirements of the KCSWDM are to be implemented within the City of Sammamish. The Addendum specifies all changes, additions, and deletions to the 2009 KCSWDM to make it appropriate for use within the City of Sammamish. The 2009 KCSWDM along with this Addendum define the drainage requirements for development and redevelopment projects within the City.

Ecology has allowed local jurisdictions to follow previous stormwater requirements for projects disturbing less than one acre. The City has elected to continue their previous practice of applying the requirements of the 1998 King County Surface Water Design Manual (1998 KCSWDM) to those projects disturbing less than the required threshold (1 acre).

Which Manual should be used

If your project will disturb less than acre and is not part of a larger common plan or sale, then use the 1998 KCSWDM in conjunction with the applicable sections of this addendum. If your project proposes to disturb more than 40,000 sq ft but less than an acre, then a pre-construction on-site inspection is required to review the proposed clearing limits, and a post construction survey is required to certify that less than an acre was disturbed.

Projects that propose to disturb over an acre shall use the 2009 KCSWDM in conjunction with this addendum.

Purpose of and Need for the Addendum

The City has been issued a Phase II Municipal Stormwater Permit (Permit) effective February 16, 2007. The Permit was issued under the National Pollutant Discharge Elimination System (NPDES), as administered by the Washington State Department of

Ecology (Ecology) within Washington State. The Permit specifies minimum requirements and technical thresholds for stormwater mitigation needed for construction sites, new developments, and redevelopments.

Ecology prepared the 2005 Stormwater Management Manual for Western Washington to provide technical guidance to control the quantity and quality of stormwater runoff from new developments and redevelopments. The measures included in the Ecology manual are considered necessary to comply with state water quality standards and protect beneficial uses. If a jurisdiction adopts the 2005 Ecology manual or equivalent manual as approved by Ecology, they will meet one of the requirements of their NPDES permit.

The City of Sammamish has previously relied upon the earlier versions of the KCSWDM to guide stormwater mitigation within the City. King County recently updated its manual to be consistent with the 2005 Ecology manual. Ecology has deemed the 2009 KCSWDM and associated requirements to be equivalent to the 2005 Ecology Manual. By adopting the 2009 KCSWDM and addressing the associated requirements, the City will be in compliance with the NPDES requirements that rely on the Ecology manual or approved equivalent.

The purpose of this Addendum is to tailor the KCSWDM to meet the unique conditions within the City, and be consistent with the City codes, organization and processes. No substantive changes have been made to the KCSWDM in order to maintain equivalency in requirements and the level of protection provided by the KCSWDM.

Relationship of the KCSWDM and the City of Sammamish Low Impact Development (LID) Code

The City of Sammamish recently adopted low impact development code amendments. The 2009 KCSWDM encourages LID through careful site planning to limit disturbance of native vegetation and it also requires consideration of specific LID techniques to reduce runoff from developed sites. The KCSWDM provides specific design guidance for implementation of the measures encouraged in the City's LID code. As a result, the 2009 KCSWDM and the City of Sammamish LID ordinance complement each other.

How to Use this Document

This Addendum shall be used in coordination with the 2009 KCSWDM for the following:

- To translate specific wording or reference from King County to the City.
- To cross-reference City ordinances and City maps in lieu of King County ordinances and maps.
- To provide a linkage or reference to other City requirements such as more restrictive requirements outlined in basin plans and the City's Critical Areas Ordinances.
- To provide exceptions and additions to the KCSWDM.

The 2009 KCSWDM shall be used in its entirety except as directed in this Addendum. Exceptions and additions to the 2009 KCSWDM are organized and referenced by chapter and section in the same manner as the 2009 KCSWDM. Some global changes are provided in this preface, which shall be applied throughout the entire 2009 KCSWDM. The user shall override the maps and references to other documents as indicated within this Addendum.

Addendum Organization

The information presented in this Addendum is organized as follows:

- **Preface – How to use this Document:** This preface provides instructions for using the City of Sammamish’s Addendum to the 2009 KCSWDM. It also defines terms in the KCSWDM that are used differently for the City of Sammamish; City departments that are equivalent to county departments referred to in the KCSWDM; and designations from the KCSWDM that do not apply to proposals in the City of Sammamish.
- **Chapter 1 – Drainage Review Requirements:** The City of Sammamish has made several minor changes to Chapter 1 of the 2009 KCSWDM. This Addendum provides replacement and supplemental text for specific sections of Chapter 1. Apart from these changes, the King County version of Chapter 1 applies for proposals in the City of Sammamish.
- **Chapter 2 – Drainage Plan Submittal:** The City of Sammamish has made minor changes to Chapter 2 of the 2009 KCSWDM. The King County version of Chapter 2 applies for proposals in the City of Sammamish, except that the applicant shall refer to the City of Sammamish documents for technical submittal requirements, project plan requirements, and as-built requirements.
- **Chapter 3 – Hydrologic Analysis and Design:** The City of Sammamish has made no changes to Chapter 3 of the 2009 KCSWDM. The King County version of Chapter 3 applies for proposals in the City of Sammamish. This Addendum to Chapter 3 provides guidance on the application of the various flow control standards specified in the 2009 KCSWDM.
- **Chapter 4 – Conveyance System Analysis and Design:** The City of Sammamish has made no changes to Chapter 4 of the 2009 KCSWDM. The King County version of Chapter 4 applies for proposals in the City of Sammamish.
- **Chapter 5 – Flow Control Design:** The City of Sammamish has made very minor changes to Chapter 5 of the 2009 KCSWDM. This addendum to Chapter 5 provides replacement text for the sections that are changed. Apart from these changes, the King County version of Chapter 5 applies for proposals in the City of Sammamish.

The City of Sammamish has adopted a Low Impact Development Ordinance that encourages the use of LID techniques within the City. LID applications can be used to reduce the size of flow control facilities following the credits specified in the 2009 KCSWDM.

- **Chapter 6 – Water Quality Design:** The City of Sammamish has made minor changes to Chapter 6 of the 2009 KCSWDM. This addendum to Chapter 6 provides replacement text for the sections that are changed. Apart from these changes, the King County version of Chapter 6 applies for proposals in the City of Sammamish.

The City of Sammamish requires higher levels of phosphorus removal for some lakes based on specific studies. The 2009 KCSWDM Addendum identifies the procedures to follow and the areas that are involved in higher levels of phosphorus removals.

- **Definitions:** The City of Sammamish has made changes to the definitions section of the 2009 KCSWDM. This Addendum to the Definitions section provides replacement text for the definitions that are changed. Apart from these changes, the King County version of the Definitions Section applies for proposals in the City of Sammamish.
- **Appendices:** Appendix B does not apply to the City of Sammamish. Appendices A, C, and D apply to proposals in the City of Sammamish.
- **References:** King County Reference sections 2, 3, 4B, 7C, 8M through 8Q, 9, and 10 do not apply to the City of Sammamish. King County Reference sections 7b, 8G, 8J, 8K, 8L have been replaced by a City of Sammamish reference. The King County version of Reference section 1, 4A, 4C, 5, 6, 7A and 8A through 8F, 8G, 8I apply to proposals in the City of Sammamish. New reference number 11 has been added.

City Equivalents for County Agencies

Unless the context requires otherwise, any reference to “County”, “King County”, or county department, shall refer to the City of Sammamish and any reference to county staff shall refer to the City Manager or designee, unless specifically referring to the Department of Community Development (DCD).

City Equivalents for County Ordinances

For proposals in the City of Sammamish, all reference in the KCSWDM to the following ordinances or municipal codes shall be replaced by reference as indicated in the following table.

King County Code (KCC)	Description	Sammamish Municipal Code (SMC)	Description
KCC 16.82	BUILDING AND CONSTRUCTION STANDARDS-Clearing and Grading	SMC 16.15	Clearing and Grading
KCC 21A.14	Development Standards Design Requirements	SMC 21A.25	Development Standards – Density and Dimensions
KCC 21A.24	Critical Areas	SMC 21A.50	Development Code – Environmentally Critical Areas
KCC 21A.06	Technical Terms and Land Use Definitions	SMC 21A.15.254	Definitions
KCC 20.14	Basin Plans	SMC 24.200	Interim Comprehensive Plan – Basin Plans
KCC 25	Shoreline Management	SMC 25	Shoreline Management
KCC 9*	Surface Water Management	SMC 13	Surface Water Management
		SMC 15.10	Flood Damage Prevention

*Title 9 still applies to the City of Sammamish per Ordinance 099-17, and is supplemented with SMC 15.

In general, references to the King County Critical Areas Ordinance (KCC 21A) are to be replaced by reference to the Sammamish Municipal Code (SMC 21A), particularly, chapter SMC 21A.50, Environmentally Critical Areas. Definitions for critical areas terminology may be found in SMC 21A.15. The following table provides additional detail on critical areas.

Exhibit 3
 City of Sammamish Stormwater Design Manual Update-DRAFT

King County Code (KCC)	Description	Sammamish Municipal Code (SMC)	Description
Title 2	Administration	20	Administrative Procedures, Environmental Policy
21A.24.230	Flood hazard area	21A.50.230 15.10	Frequently flooded areas Flood Damage prevention
21A.24.311 – 21A.24.314	Critical Aquifer recharge area	21A.50.280 21A.15.253	Critical aquifer recharge areas – Development standards and permitted alterations Definition
21A.24.230	Erosion hazard area	21A.50.220 21A.50.225 21A.15.415	Erosion hazard areas – Development standards and permitted alterations. Erosion hazards near sensitive water bodies – Special district overlay. Definition
21A.24.280	Landslide hazard area / Landslide hazard drainage area	21A.50.260 21A.15.680	Landslide hazard area – Development standards and permitted alterations Definition
21A.24.290	Seismic hazard areas	21A.50.270 21A.15.1045	Seismic hazard area – Development standards and permitted alterations Definition
21A.24.310	Steep slope hazard areas	21A.15.1230 21A.15.1230	Definition. Steep slope hazard areas now included as part of landslide hazard areas. Definition
21A.24.318 – 21A.24.345	Wetlands areas	21A.50.290 – 21A.50.320 21A.15.1415	Wetlands - Development standards and permitted alterations Definition
21A.24.355 – 21A.24.381	Aquatic Areas	21A.50.330 – 21A.50.350	Streams
21A.24.383 - 21A.24.388	Wildlife habitat conservation areas	21A.15.468 21A.50	Wildlife habitat conservation areas

City Equivalents for County Maps

For proposals in the City of Sammamish, all reference in the KCSWDM to the following maps shall be replaced by reference as indicated in the following table.

King County Map or Designation	City of Sammamish Map*
Flow Control Applications Map	Flow Control Applications Map Map to be provided by the City
Landslide Hazard Drainage Areas Map	Landslide Hazard Drainage Area Map Map to be provided by the City
Water Quality Applications Map	Water Quality Applications Map Map to be provided by the City
Flood Hazard Area as defined in KCC 21A.06	Environmentally Sensitive Areas Map Frequently flooded areas include all areas of special flood hazards within the jurisdiction of the City of Sammamish as defined in SMC 21A.50.230 and as shown on the Environmentally Sensitive Areas Map.
Erosion Hazard Area*	Definition provided in SMC 21A.50.220
Landslide Hazard Area*	Definition provided in SMC 21A.50.260
Critical Aquifer Recharge Area*	Definition provided in SMC 21A.50.280

* Maps are on the City’s web site at <http://www.ci.sammamish.wa.us/Maps.aspx>.

City Equivalents for County Plans or Studies

In general, references to county-approved plans or studies in the KCSWDM are to be replaced by reference to appropriate City-approved plans or studies. If comparable City-approved plans or studies do not exist, then references to County-approved plans or studies shall be retained for proposals in the City of Sammamish.

County Designations that do not Apply in the City

The following designations are used in the 2009 KCSWDM but are not currently used in the City of Sammamish; any reference in the KCSWDM to the existence of areas with these designation or thresholds or requirements for such areas is to be disregarded for proposals in the City of Sammamish:

- **Agricultural Project**
- **Coal Mine Hazard Area**
- **Forest Production Zone Area**
- **Master Drainage Plans (MDPs)**
- **Rural Residential Development**
- **Sensitive Area Folio** - refer to City of Sammamish Sensitive Areas Maps at <http://www.ci.sammamish.wa.us/Maps.aspx>
- **Stormwater Compliance Plans (SWCPs)**
- **Urban Planned Development**
- **Zoning Classifications:** The KCSWDM references to Agricultural (A) Zoning, Forest (F) Zoning, or Rural (R) Zoning are intended for areas outside of the Urban Growth Boundary; therefore, the City of Sammamish contains no equivalent zoning. Project proponents should refer to City zoning maps to determine which zoning classifications apply to their projects.

Equivalency of the KCSWDM Relevant to the City of Sammamish

Note that King County Code (KCC) Chapter 9.04 (Surface Water Runoff Policy) and the KCSWDM alone are not equivalent with the Ecology manual. In a letter to King County dated February 19, 2008, Ecology identified additional requirements that a Phase II community needs to incorporate in order to be able to adopt the KCSWDM as an equivalent to the Ecology Manual. These other adopted requirements and the aspects of the Ecology manual or permit requirements that they address are listed in the following table. The table also identifies the equivalent City of Sammamish code or the requirement that needs be followed to obtain equivalency and be in compliance with the Permit.

Ecology Requirement	King County Code (KCC)	Sammamish Municipal Code (SMC) or Requirement
<p>Construction erosion and sediment controls are required for all new and redevelopment projects, regardless of project size.</p>	<p>To meet this requirement, King County relies on KCC 16.82.095 Clearing and Grading to require erosion and sediment controls at all sites where a site is disturbed, regardless of whether a permit is required.</p>	<p>The City of Sammamish meets this requirement in SMC 16.15.090 Clearing and Grading.</p>
<p>The application of construction erosion and sediment control requirements and the soil quality and depth best management practice (BMP) for flow control are not currently located in the KCSWDM.</p>	<p>These requirements are located in KCC 16.82 Clearing and Grading.</p>	<p>To meet this requirement, follow “BMP T5.13: Post- Construction Soil Quality and Depth” in the Ecology Manual, and provided herein as Reference 11.</p>
<p>The wetlands protection requirement (Minimum Requirement #8) is not contained in the KCSWDM,</p>	<p>Wetland protection requirements are located in KCC 21A.24 Critical Areas.</p>	<p>The City of Sammamish meets this requirement in SMC 21A.50.290 through 21A.50.632.</p> <p>Wetland management area- Special district overlay is provided in 21A.50.322.</p> <p>Wetland definitions are proved in SMC 21A.15.1395 through 21A.15.1415.</p>
<p>Exemptions for treatment and flow control in rural areas (allowed for up to 4% total impervious area and 15% new pervious area).</p>	<p>Ecology approves the exemptions based on the County’s rural area clearing restrictions in KCC 16.82 Clearing and Grading.</p> <p>Buffer requirements are contained in KCC 21A.24 Critical Areas.</p>	<p>The City of Sammamish meets these requirements in SMC 16.15 and SMC 21A.50.</p>

Exhibit 3

CHAPTER 1 – Drainage Review and Requirements

The City of Sammamish has made several minor changes to Chapter 1 of the 2009 KCSWDM. This chapter provides replacement and supplemental text for specific sections of Chapter 1. Apart from these changes, the King County version of Chapter 1 applies for proposals in the City of Sammamish. The City’s changes to the County document are as follows:

- **Key Terms and Definitions (page 1-1 of the 2009 KCSWDM)** — Replace all references to KCC 21A with SMC 21A. In addition, the following changes to specific terms apply:

Term (page)	Action
Critical aquifer recharge area (p 1-2)	<p><i>Replace as follows per SMC 21A.15.253:</i> “Critical aquifer recharge areas” is the critical area designation that is applied to areas where extra protection of groundwater quantity and quality is needed because of known susceptibility to contamination and importance to drinking water supply. Such areas are delineated on the _____ available at _____. See the “Definitions” section for more details.</p> <p>Critical aquifer recharge areas are regulated in SMC 21A.50.280 Critical aquifer recharge areas – Development standards.</p> <p>Also mapped. See XXXXX</p>
Critical Drainage Area (p 1-2)	<p><i>Replace as follows per SMC 21A.15.255:</i> “Critical drainage area” means an area that has been formally determined by the King County surface water management department to require more restrictive regulation than countywide standards afford in order to mitigate severe flooding, drainage, erosion, or sedimentation problems that result from the cumulative impacts of development and urbanization. (Ord. O2003-132 § 10).</p> <p>Critical drainage areas are defined in SMC 21A.15.255 and are regulated in SMC 21A.50.355 Lake management areas – Special District overlay.</p>
Erosion hazard area (p 1-2)	<p><i>Replace as follows per SMC 21A.15.415:</i> “Erosion hazard area” is the critical area designation that is applied to areas underlain by soils that are subject to severe erosion when disturbed. See the “Definitions” section for more details.</p> <p>Erosion hazard areas are regulated in SMC 21A.50.220 Erosion hazard areas – Development standards and permitted alterations.</p>
Flood Hazard Area (p 1-3)	<p><i>Replace as follows per SMC 15 Flood Damage Prevention:</i> SMC 15 shall be the basis for establishing the areas of special flood hazard.</p>

Term (page)	Action
Landslide Hazard Area (p 1-3)	<p><i>Replace as follows per SMC 21A 15.680:</i></p> <p>“Landslide hazard area” is the critical designation that is applied to areas potentially subject to severe risk of landslide due to topography, soil conditions, and geology.</p>

- **Section 1.1.1 PROJECTS REQUIRING DRAINAGE REVIEW (page 1-9 of the 2009 KCSWDM)** — Replace the “King County Permits and Approvals” table with the following table:

City of Sammamish Permits and Approvals
Construction Permits
Right of Way Permit
Site Development Permits
Conditional Use Permits
Clear and Grade Permit
Shoreline Management Substantial Development Permits
Short Subdivision Developments (Short Plat)
Subdivision Developments (Plats)
Commercial Site Development Permit (CSDP)
Unified Zone Development Permit (UZDP)
Plat Alterations
<p><small>Notes: See SMC20.05 - PROCEDURES FOR LAND USE PERMIT APPLICATIONS, PUBLIC NOTICE, HEARINGS AND APPEALS for additional information.</small></p>

- **Section 1.2 CORE REQUIREMENTS, Downstream Water Quality Problems Requiring Special Attention (page 1-26 of the 2009 KCSWDM)** — The following supplemental information is added to this section:

The 2009 KCSWDM recognizes water quality problems requiring special mitigation measures to protect receiving waters. A water quality problem is defined as a problem documented by the state to exceed the state’s numeric water quality standard. The 2009 KCSWDM references Category 2, 4, and 5 water quality problems as requiring special attention. Within the City of Sammamish, the following water quality problems are currently listed by the Department of Ecology, based on the 2008 Water Quality Assessment, approved by the U.S. Environmental Protection Agency on January 29, 2009.

The latest designated impaired waterbodies can be viewed at <http://apps.ecy.wa.gov/wqawa/viewer.htm>.

Impaired Water Body	Parameter	Category*
Lake Sammamish	Dissolved oxygen, fecal coliform	5
Lake Sammamish	Total phosphorus	2
Pine Lake Creek	Fecal coliform, dissolved oxygen, total phosphorus	5
Laughing Jacobs Creek	Fecal coliform, dissolved oxygen	5
Ebright Creek	Fecal coliform	5
Ebright Creek	Dissolved oxygen	2
Evans Creek	Fecal coliform, dissolved oxygen, temperature	4a
Evans Creek	pH	2
Beaver Lake No. 2	Total phosphorus	2

* Definition of Categories for impaired waterbodies:

- Category 2: Waters of concern, some evidence of water quality problem.
- Category 4 (a and b): Polluted waters with a plan (TMDL) or pollution control program in place to address the problem.
- Category 5: Polluted waters, a TMDL plan is required.

Projects that discharge to the impaired waterbodies identified above may be required to implement special treatment to address the water quality problem in accordance with the requirements outlined in Section 1.2.2.3, Water Quality Problem Impact Mitigation.

Studies and lake management plans have determined that Beaver and Pine Lakes within the City of Sammamish require a higher level of total phosphorus reduction than that currently required by the 2009 KCSWDM. For projects that drain to Beaver Lake or Pine Lake, the project proponent shall contact the City for specific requirements necessary to attain the desired level of total phosphorus reduction.

The federal Clean Water Act requires that a Total Maximum Daily Load (TMDL) cleanup plan be developed for each of the waterbodies on the state's list of impaired waterbodies, known as the "303(d) list." The TMDL study identifies pollution problems in the watershed, and specifies how much pollution needs to be reduced or eliminated to achieve clean water. Ecology has prepared TMDLs for fecal coliform bacteria, temperature and dissolved

oxygen for the Bear-Evans watershed. Strategies identified in the TMDLs to address the water quality impairment in the Bear-Evans watershed are listed below. Development or redevelopment projects within the City of Sammamish that ultimately drain to Evans Creek should incorporate these actions as appropriate.

TMDL - Implementation Strategy for Fecal Coliform Bacteria in the Evans Creek Watershed

- o Implement structural (as appropriate) and non-structural stormwater source control best management practices (BMPs).
- o Restore riparian vegetation to help filter out stormwater pollutants.
- o Properly manage domestic animal and livestock wastes.

TMDL - Implementation Strategy for Temperature and Dissolved Oxygen in the Evans Creek watershed

- o Plant new and preserve existing trees in the riparian zone along lengths of the creeks.
- o Investigate opportunities to enhance groundwater recharge.
- o Restore and protect wetlands in areas that will benefit the stream and enhance habitat.
- o Consider a water management strategy that recognizes the benefits of maintaining summer baseflows.
- o Minimize human-caused sources of nutrients in the watershed.

- **Section 1.3.1 SPECIAL REQUIREMENT #1: OTHER ADOPTED AREA-SPECIFIC REQUIREMENTS (page 1-77 of the 2009 KCSWDM)** — Replace the table in Section 1.3.1 on page 1-78 with the following:

Threshold	Requirement
IF a proposed project is in a basin plan or lake management plan...	THEN the proposed project shall comply as codified by the City of Sammamish Municipal Code.

CHAPTER 2 – Drainage Plan Submittal

The City of Sammamish has added supplemental information and made minor changes to Chapter 2 of the 2009 KCSWDM, as described below. Apart from this information, project proponents should refer to the county document for guidance on drainage plan submittal. All submittal reviews shall be conducted by the Department of Community Development (DCD).

Supplemental Information

As part of our Surface Water Design Manual the applicant shall refer to the following documents for Project Plans and As-Builts.

- 1) Site Development Permit – Technical Submittal Requirements (Pages 3-5 relate to Stormwater). This document is provided on the city website at: <http://www.ci.sammamish.wa.us/files/document/7089.pdf>
- 2) The applicant shall use the *City of Sammamish Standard Development Project Close-out (M/D Period) PW Administration Items Requirements/Checklist* form (available from the City of Sammamish Department of Community Development as a guide to assembling a *First Submittal Intake* package.

Section 2.4.2 FINAL CORRECTED PLAN SUBMITTAL (page 2-35 of the 2009 KCSWDM) — Replace Section 2.4.2 in entirety as follows:

The applicant shall use the *City of Sammamish Standard Development Project Close-out (M/D Period) PW Administration Items Requirements/Checklist* form (available from DCD) as a guide to assembling a *Second Submittal Intake* package for project closeout.

Exhibit 3

CHAPTER 3 – Hydrologic Analysis and Design

The City of Sammamish has made no changes to Chapter 3 of the 2009 KCSWDM. Project proponents should refer to the county document for guidance on hydrologic analysis and design.

The City of Sammamish has identified specific areas requiring Level 2 or Level 3 flow control as defined within the KCSWDM. Flow control areas are identified in the flow control maps accompanying this Addendum.

The City of Sammamish accepts continuous models that have been approved by Ecology. Included among these are:

- **King County Runoff Time Series (KCRTS):** This is the hydrologic model that accompanies the 2009 KCSWDM. Ecology has deemed this model to be equivalent to the requirements of the Ecology manual provided that compliance for the flow-duration curves are consistent with the method Ecology uses. The model includes hourly and 15-minute rainfall. The 15-minute rainfall is used to determine peak flows used for conveyance design.
- **Western Washington Hydrologic Model (WWHM):** This is the hydrologic model that accompanies the Ecology manual. WWHM incorporates routines to evaluate LID techniques. WWHM was initially developed for detention and water quality design and did not focus on peak flow predictions for conveyance design. The standard model does not include rainfall data that would be suitable for determining peak flows for conveyance design.
- **MGSFlood:** This is the hydrologic model originally developed for Washington State Department of Transportation (WSDOT) for use in transportation projects. MGSFlood incorporates an extended rainfall database of 158 years in length created by combining rainfall records from different locations in the Pacific Northwest. It has recently incorporated a rainfall that is disaggregated to a 5-minute timestep to assist in the design of conveyance. MGSFlood also incorporates routines to evaluate LID techniques

The approved models are all derivatives of the Hydrologic Simulation Program-FORTRAN (HSPF) model. The City also accepts use of the HSPF model, provided suitable documentation is provided and approved concerning the runoff parameters used for the analyses. Approved regional parameters or basin-specific parameters developed during a basin plan can be used. Alternative parameters can be used following the protocols described in the 2009 KCSWDM.

Hydrologic analysis methods must follow “Table 3.2 Acceptable Uses of Runoff Computation Methods” found on page 3-10 of the 2009 KCSWDM. Derivatives of HSPF (e.g., KCRTS, MGSFlood, and WWHM) can be applied as indicated under the “KCRTS” column. As noted above, there are differences the rainfall data used for these derivative models. These differences are most noticeable in the generation of peak flows used for conveyance design. The City of Sammamish currently accepts both KCRTS and MGSFlood for conveyance design.

Exhibit 3

CHAPTER 4 – Conveyance System Analysis and Design

The City of Sammamish has made no changes to Chapter 4 of the 2009 KCSWDM. Project proponents should refer to the county document for guidance on conveyance system analysis and design.

Exhibit 3

CHAPTER 5 – Flow Control Design

The City of Sammamish has added supplemental information and made several minor changes to Chapter 5 of the 2009 KCSWDM, as described below. Apart from this information, project proponents should refer to the county document for guidance on flow control design.

Supplemental Information

The City of Sammamish has identified specific areas where the Conservation Flow Control (Level 2) and Flood Problem Flow Control (Level 3) flow control standards described in the 2009 KCSWDM are to be applied within the City. Locations are shown on the City of Sammamish Flow Control Applications map accompanying this Addendum.

Generally, the King County Basic Flow Control (Level 1) standard does not apply within the City. There may, however, be circumstances where the Basic Flow Control standard can be applied. The 2009 KCSWDM defines the Basic Flow Control Standard as being appropriate for areas that drain to a closed conveyance system that discharges to a waterbody designated as a major receiving water. Lake Sammamish is designated a major receiving water. Developments that drain to closed drainage systems discharging directly to Lake Sammamish could, by definition, be eligible for the Basic Flow Control Standard. This would be the case where runoff from a new or redevelopment project area discharges to an existing system downstream drainage system where downstream capacity issues are likely with an increase in runoff to the system.

Chapter 5 describes various LID techniques. These should be used as the technical guidance for implementing the BMPs specified in the LID Ordinance.

Changes to 2009 KCSWDM

- **Section 5.3.1.1 DESIGN CRITERIA, Detention Ponds in Open Space (page 5-25 of the 2009 KCSWDM)** — This section does not apply. City of Sammamish does not require this signage.
- **Section 5.3.1.1 DESIGN CRITERIA, Figure 5.3.1.D Permanent Surface Water Control Pond Signs (page 5-29 of the 2009 KCSWDM)** — Replace references to King County and the King County logo with City of Sammamish and the City of Sammamish logo, respectively. Also, delete the last sentence and replace with the following:

For more information or to report littering, vandalism or other problems, call City Hall at 425-295-0500. For emergencies after-hours, holidays, and weekends call the public works emergency dispatch number at 206- 296-8100.

Exhibit 3

CHAPTER 6 – Water Quality Design

The City of Sammamish has added supplemental information and made one minor change to Chapter 6 of the 2009 KCSWDM, as described below. Apart from this information, project proponents should refer to the county document for guidance on water quality design.

Supplemental Information

The City of Sammamish adopts the BMPs and water quality treatment menus in the 2009 KCSWDM. Special treatment requirements for runoff draining to impaired waterbodies are addressed in Chapter 1. An exception to the KCSWDM is the treatment requirement for runoff discharging to lakes designated to receive a higher level of total phosphorus removal. The Sensitive Lake Protection Menu in the 2009 KCSWDM has a treatment goal of 50 percent reduction of annual average total phosphorus (TP), assuming typical pollutant concentrations in urban runoff. Lake management plans and studies have determined that Beaver Lake and Pine Lake require higher levels of phosphorus removal to protect the lakes from eutrophication brought about by development. Within these areas, a treatment goal of 80 percent reduction of TP is required. Areas requiring the higher level of TP reduction are shown on the Water Quality Treatment Application map accompanying this Addendum. Proponents for projects within these areas shall work with the City to determine the appropriate measures to be taken to achieve the 80 percent TP reduction goal.

Change to 2009 KCSWDM

- **Section 6.4.1.2 BASIC DESIGN CRITERIA, Figure 6.4.1.C Waterfowl Sign (page 6-82 of the 2009 KCSWDM)** — This section does not apply. City of Sammamish does not require this signage.

Exhibit 3

DEFINITIONS

The City of Sammamish has made the following changes to the Definitions Section of the 2009 KCSWDM. Project proponents should refer to the county document for other definitions.

Term (page)	Action
<p><i>Critical aquifer recharge area</i> (p 1-2)</p>	<p><i>Replace as follows (from SMC 21A.15.253):</i></p> <p><i>Critical aquifer recharge areas</i> (CARAs) means those areas in the City of Sammamish with a critical recharging effect on aquifers used for potable water as defined by WAC 365-190-030(2). CARAs have prevailing geologic conditions associated with infiltration rates that create a high potential for contamination of groundwater resources or contribute significantly to the replenishment of groundwater. CARAs shall be classified based on the following criteria:</p> <p>(1) Class 1 CARAs include those areas located within the mapped one- or five-year capture zone of a wellhead protection area.</p> <p>(2) Class 2 CARAs include those areas located within the mapped 10-year capture zone of a wellhead protection area.</p> <p>(3) Class 3 CARAs include those areas outside wellhead protection areas that are identified as high aquifer recharge potential areas based on characteristics of surficial geology and soil types. (Ord. O2005-193 § 2)</p>
<p><i>Erosion hazard area</i> (p 1-2)</p>	<p><i>Replace as follows (from SMC 21A.15.415):</i></p> <p><i>Erosion hazard areas</i> mean those areas in the City underlain by soils that are subject to severe erosion when disturbed. Such soils include, but are not limited to, those classified as having a severe or very severe erosion hazard according to the USDA Soil Conservation Service, the 1973 King County Soils Survey or any subsequent revisions or addition by or to these sources. These soils include the following when they occur on slopes 15 percent or steeper:</p> <p>(1) The Alderwood gravely sandy loam (AgD);</p> <p>(2) The Alderwood and Kitsap soils (AkF);</p> <p>(3) The Beausite gravely sandy loam (BeD and BeF);</p> <p>(4) The Everett gravelly sandy loam (EvD);</p> <p>(5) The Kitsap silt loam (KpD);</p> <p>(6) The Ovall gravely loam (OvD and OvF);</p> <p>(7) The Ragnar fine sandy loam (RaD); and</p> <p>(8) The Ragnar-Indianola Association (RdE). (Ord. O2005-193 § 2; Ord. O2003-132 § 10)</p>
<p><i>Flood hazard area</i> (p 1-3)</p>	<p><i>Replace as follows (per SMC 21A.15.680):</i></p> <p><i>Flood hazard areas</i> means those areas in the City of Sammamish subject to inundation by the base flood and those areas subject to risk from channel relocation or stream meander including, but not limited to, streams, lakes, wetlands, and closed depressions. (Ord. O2003-132 § 10)</p>

Term (page)	Action
<p>Frequently Flooded Area SMC 21A.50.230</p>	<p><i>Add new definition as follows (from SMC 21A.50.230):</i></p> <p>(1) Frequently flooded areas include all areas of special flood hazards within the jurisdiction of the City of Sammamish.(a) The areas of special flood hazard are identified by the Federal Insurance Administration in a scientific and engineering report entitled "the Flood Insurance Study for King County," as amended, as stated in SMC 15.10.060. The flood insurance study is on file at Sammamish City Hall. The best available information for flood hazard area identification as outlined in SMC 15.10.130(2) shall be the basis for regulation until a new FIRM is issued that incorporates the data utilized under SMC 15.10.130(2).</p> <p>(b) The director may use additional flood information that is more restrictive or detailed than that provided in the Flood Insurance Study conducted by the Federal Emergency Management Agency (FEMA) to designate frequently flooded areas, including data on channel migration, historical data, high water marks, photographs of past flooding, location of restrictive floodways, maps showing future build-out conditions, maps that show riparian habitat areas, or similar information.</p> <p>(2) Development in frequently flooded areas shall be subject to the provisions in Chapter 15.10 SMC. (Ord. O2005-193 § 1; Ord. O99-29 § 1)</p>

Term (page)	Action
<p>Landslide Hazard Area (Steep slope) (page 1-3 of KCSWDM)</p>	<p>Replace as follows (per SMC 21A.15.680):</p> <p>Landslide hazard areas mean those areas in the City of Sammamish potentially subject to risk of mass movement due to a combination of geologic, topographic, and hydrologic factors. These areas are typically susceptible to landslides because of a combination of factors including: bedrock, soil, slope gradient, slope aspect, geologic structure, groundwater, or other factors. Landslide hazard areas include the following:</p> <ul style="list-style-type: none"> (1) Areas of historic failures, such as: <ul style="list-style-type: none"> (a) Those areas delineated by the U.S. Department of Agriculture's Natural Resources Conservation Service as having a "severe" limitation for building site development; (b) Areas designated as quaternary slumps, earthflows, mudflows, or landslides on maps published by the U.S. Geological Survey or Department of Natural Resources; (2) Areas that have shown movement during the Holocene epoch, from 10,000 years ago to the present, or which are underlain by mass wastage debris from that epoch; (3) Any area with all three of the following characteristics: <ul style="list-style-type: none"> (a) Slopes steeper than 15 percent; and (b) Hillside intersecting geologic contacts with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock; and (c) Springs or groundwater seepage; (4) Areas with a slope of 40 percent or steeper and with a vertical relief of 10 or more feet except areas composed of consolidated rock. A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least 10 feet of vertical relief; (5) Slopes that are parallel or subparallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials; (6) Slopes having gradients steeper than 80 percent subject to rock fall during seismic shaking; (7) Areas potentially unstable because of rapid stream incision, stream bank erosion or undercutting by wave action; and (8) Landslide hazard areas do not include those areas composed of slopes greater than 40 percent that were created from a previously non-landslide hazard area through legal grading activity and that are confirmed to be stable by a qualified professional. (Ord. O2005-193 § 2; Ord. O2003-132 § 10)

Exhibit 3

The City of Sammamish has made the following changes to the Appendices section of the 2009 KCSWDM. Project proponents should refer to the county appendices where referenced below.

Appendix A: Maintenance Requirements for Flow Control, Conveyance, and WQ Facilities – The City of Sammamish has made no changes, and Appendix A applies in its entirety to the City of Sammamish.

Appendix B: Master Drainage Plan Objective, Criteria and Components, and Review Process – This appendix does not apply within the City of Sammamish.

Appendix C: Small Drainage Requirements – This is a separately bound document included with the KCSWDM and this appendix applies in its entirety to the City of Sammamish. Appendix C provides guidance for many of the low impact development (LID) techniques referenced in the City of Sammamish LID Ordinance.

Appendix D: Erosion and Sediment Control Standards – This is a separately bound document included with the KCSWDM and this appendix applies in its entirety to the City of Sammamish.

Exhibit 3

REFERENCE

Table Ref-1 identifies which reference sections in the KCSWDM apply and those that do not apply to the City of Sammamish. Table Ref-2 lists additional City of Sammamish references that apply.

Table Ref-1. Applicability of KCSWDM References to City of Sammamish Projects

No.	Description	Action
1	KCC 9.04 Surface Water Runoff Policy	This reference document applies. The King County surface water runoff policy, as adopted by reference in Chapter 9.04 KCC as adopted by SMC 15.05 (Ordinance 099-17 § 1)
2	Adopted Critical Drainage Areas	This reference document shall be deleted in entirety. Project proponents should refer to City codes, ordinances, and sensitive areas maps for description and requirements within sensitive areas.
3	Other Adopted Area Specific Drainage Requirements	This reference document shall be deleted in entirety. Project proponents should refer to City codes, ordinances, and sensitive areas maps for description and requirements within sensitive areas. The project proponent shall also work with the City on additional requirements that may apply to their project.
4	Other Drainage Related Regulations and Guidelines A. Grading Code Soil Amendment Standard B. Clearing & Grading Seasonal Limitations C. Landscape Management Plan Guidelines D. Shared Facility Maintenance Responsibility and Guidance	A. This standard is applicable. B. Not applicable. See SMC 16.15 C. Applicable. D. Applicable.
5	Wetland Hydrology Protection Guidelines	These guidelines apply.
6	Hydrologic/Hydraulic Design Methods A Infiltration Rate Test B Pond Geometry Equations	This reference section is applicable.
7	Engineering Plan Support A. King County Standard Map Symbols	A. Applicable.

No.	Description	Action
	B. Standard Plan Notes and Example Construction Sequence C. Stormfilter Access & Cartridge Configuration	B. Replace with City’s standard plan notes. Contact City for most current version of notes. C. Not applicable. Delete this reference subsection in entirety.
8	Forms and Worksheets	
	A. TIR Worksheet B. Clearing and Grading Seasonal Limitations C. Offsite Analysis Drainage System Table D. Flow Control and Water Quality Facility E. CSWPPP Worksheet Forms F. Adjustment Application Form and Process Guidelines G. Dedication and Indemnification Clause H. Bond Quantity Worksheet I. Maintenance and Defect Agreement J. Declaration of Covenant K. Drainage Release Covenant L. Drainage Easement M. Flow Control BMP Covenant (see replacement form name below. N. Impervious Surface Limit Covenant O. Clearing Limit Covenant P. River Protection Easement Q. Leachable Metals Covenant	A. Applicable. B. Applicable. C. Applicable. D. Applicable. E. Applicable. F. Applicable. G. Applicable, replace with COS updated form. H. Applicable. I. Applicable. J. Applicable, replace with COS updated form. K. Applicable, replace with COS updated form. L. Applicable, replace with COS updated form. M. Delete in entirety; not applicable. N. Delete in entirety; not applicable. O. Delete in entirety; not applicable. P. Delete in entirety; not applicable. Q. Delete in entirety; not applicable.
9	Interim Changes to Requirements	Delete in entirety
10	King County Identified Water Quality Problems	Delete in entirety

No.	Description	Action
11	BMP T5.13 Post-Construction Soil Quality and Depth	<p>New section added. Excerpt from 2005 Stormwater Manual for Western Washington, Ecology. Excerpt applies in entirety except final section, Flow Reduction Credits, does not apply.</p> <p>The most current version of <i>Guidelines and Resources for Implementing Soil Quality and Dept BMP T5.13</i> is available at:</p> <p>http://www.soilsforsalmon.org/pdf/Soil_BMP_Manual.pdf</p>

Table Ref-2. City of Sammamish References

No.	Description
1	<p>Area-Specific Drainage Requirements</p> <p>A Flow Control Applications Map</p> <p>B Water Quality Applications Map</p> <p>C Landslide Hazard Drainage Areas Map</p> <p>[Others to be determined]</p>



City Council Agenda Bill

Meeting Date: April 18, 2011

Date Submitted: April 13, 2011

Originating Department: Parks and Recreation

Clearances:

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

Subject: Ordinance Declaring Public Use and Necessity for Land and Property to be Condemned As Required for the Recreation Center Project.

Action Required: Conduct Second Reading and Adopt Ordinance

Exhibits:

1. Ordinance No. 2011-____, Declaring Public Use and Necessity for Land and Property to be Condemned as Required
2. Map – Exhibit A
3. Legal Description of the Property – Exhibit B

Budget: \$350,000 is allocated in the 2011-2012 budget for the Boys and Girls Club Recreation Center Project.

Summary Statement:

This ordinance allows the City to use, as needed, the process of condemnation to acquire property necessary for the construction of a secondary access driveway from the existing parking lot to Inglewood Hill Road. Adopting this ordinance does not mean the City will advance through the actual stages of condemnation of the property listed in the ordinance. However it does mean that the City will start the process in order to secure possession and use of the necessary property to allow the project to move forward with construction this fall.

The Parks and Recreation Department hopes to reach satisfactory settlement with the property owner involved, and will continue negotiations with the property owner for the land needed to complete this project. By having this ordinance in place, the City will be able to move forward with the project while allowing ample time for settlement negotiations between the City and the property owner. Passing this ordinance also allows any given property owner, who feels that the condemnation processes might produce a settlement result more to their favor, the right to pursue that option.

Background:

The old King County Library was purchased by the City in early 2010 for use as a recreation center. Shortly after, City Council approved a long term lease agreement with the Boys and Girls Club of King County to operate and manage the recreation center. Phase I improvements include interior renovations and the addition of a secondary access drive. The proposed driveway not only improves



City Council Agenda Bill

onsite vehicular circulation but provides a much needed secondary ingress and egress to and from the project site.

The property directly south of the Boys and Girls Club Recreation Center is being proposed for inclusion in the process of condemnation. A portion of this property is needed to construct the secondary access driveway from the existing parking lot to Inglewood Hill Road. Negotiations with the property owner to acquire this property have not been successful to date. Initiating the condemnation process at this time will ensure the project is not delayed.

Tax parcel 2825069034 is owned by CMS Companies with 7,355 square feet of undevelopable land that the City would need to acquire for access purposes. City staff have met with CMS representatives and have conducted multiple conference call meetings to discuss the aforementioned area. After such conversations the City hired a real estate appraisal company to prepare an analysis of the property value. The appraisal came in at \$110,000, to which the City made an offer to CMS for the said amount at the beginning of the year. CMS properties did not counter and therefore the negotiations for this property has come to an impasse.

Financial Impact:

Costs incurred by the City Attorney's office for work related to preparing and filing the court action and anticipated trial costs are budgeted in the total project costs included in the 2011-2012 CIP fund for the Recreation Center. Costs associated with the acquisition of this property are also allocated in the overall Project budget.

Recommended Motion:

Move to adopt the ordinance declaring public use and necessity for land and property to be condemned.

CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. 02011-_____

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, DECLARING PUBLIC USE AND
NECESSITY FOR LAND AND PROPERTY TO BE
ACQUIRED BY EMINENT DOMAIN FOR THE
RECREATION CENTER PROJECT; AUTHORIZING
PAYMENT FROM THE CITY'S PARKS CAPITAL
IMPROVEMENT FUND; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, the City of Sammamish has acquired the former King County Library site and, in partnership with the Boys and Girls Clubs of King County, intends to develop a recreation center to be used for the growth and enrichment of the youth of the City of Sammamish ("Recreation Center Project"); and

WHEREAS, the Recreation Center Project consists of renovations to the former King County Library site in phases, including a tech lab, study and activity space, demonstration kitchen, new multipurpose gymnasium, and construction of a new driveway access from the existing right-of-way; and

WHEREAS, the Recreation Center Project is necessary to provide vital youth recreation services as identified in the City's Park Master Plan and as further defined in that Plan's Levels of Service standards; and

WHEREAS, the site-specific plan for the Recreation Center Project calls for motor vehicle ingress and egress from NE Inglewood Hill Road in order to improve motor vehicle safety, facilitate ease of access to and from the site, and to enhance pedestrian safety at the existing sole point of ingress and egress on 228 AVE NE; and

WHEREAS, the acquisition of land and property along NE Inglewood Hill Road is necessary in order to provide the new driveway access from the existing right-of-way to the Recreation Center Project; and

WHEREAS, efforts to acquire by negotiation the land and property necessary for the new driveway access to serve the Recreation Center Project remain on-going but have not yet been successful; and

WHEREAS, it is essential that the City be prepared to initiate proceedings in eminent domain so that the Recreation Center Project may be timely constructed; and

WHEREAS, payment of just compensation and costs of litigation should be made from the

Exhibit 1

City's Parks Capital Improvement Fund; and

WHEREAS, the City has provided notice of the adoption of this Ordinance in the manner set forth in RCW 8.12.005 and 8.25.290;

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

Section 1. The Recreation Center Project is a Public Use. The Recreation Center Project is a public use, consisting of the renovation of the former King County Library, including a tech lab, study and activity space, demonstration kitchen, new multipurpose gymnasium, and the construction of a new driveway access from the existing right-of-way.

Section 2. Determination of Necessity. Acquisition of the property depicted on the drawing attached as Exhibit "A" and legally described on Exhibit "B," both of which are attached to and incorporated herein by this reference (the "Property"), is necessary to construct the Recreation Center Project.

Section 3. Eminent Domain Authorization. The City Attorney is hereby authorized to commence proceedings in eminent domain to acquire the Property pursuant to RCW 8.12. In so doing, the City Attorney is authorized to reasonably adjust the extent of the Property taken, provided that such adjustment shall not be inconsistent with the Recreation Center Project.

Section 4. Compensation. Compensation to be paid to the owner of the Property identified in Section 2, and the costs and expenses of litigation, shall be paid from the City's Parks Capital Improvement Fund.

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

Section 6. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2011.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:	March 28, 2011
Public Hearing:	April 5, 2011
First Reading:	April 5, 2011
Passed by the City Council:	
Date of Publication:	
Effective Date:	

DRAFT

EXHIBIT "A"

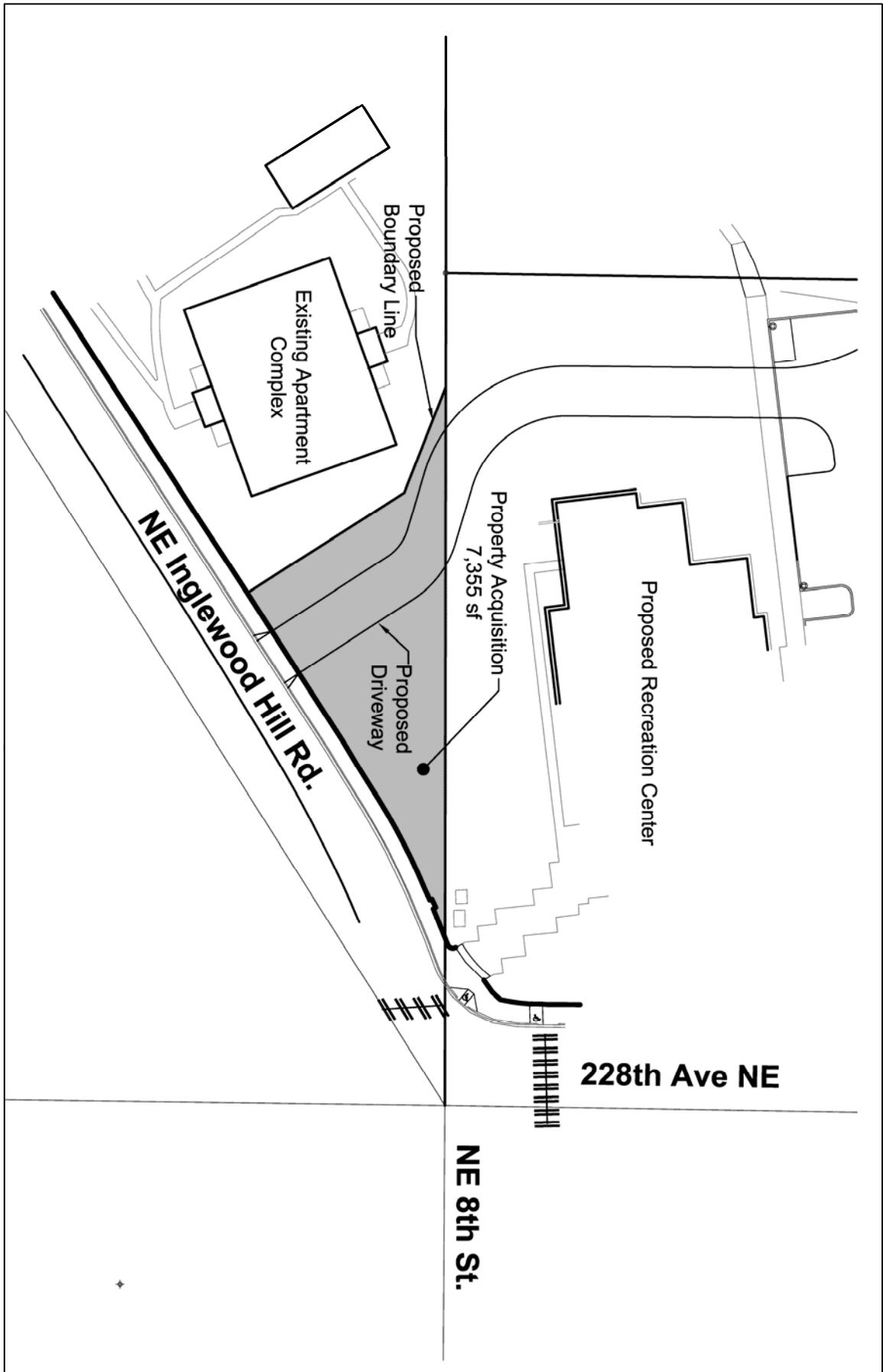


EXHIBIT "B"

Legal Description for Boys and Girls Club Access

That portion of the northeast quarter of the northeast quarter of Section 33, Township 25 North, Range 6 East Willamette Meridian, more particularly described as follows:

Commencing at the monument in case marking the northeast section corner of Section 33;
Thence North $89^{\circ}55'27''$ West, along the north line of said northeast quarter, 78.43 feet to the northerly right of way line of Inglewood Hill Road and the Point of Beginning;
Thence continuing North $89^{\circ}55'27''$ West, along the north line of said northeast quarter, 210.05 feet;
Thence South $68^{\circ}34'04''$ East, 39.32 feet;
Thence South $32^{\circ}44'17''$ East, 78.30 feet to the northerly right of way line of Inglewood Hill Road;
Thence along said right of way line the following courses, North $57^{\circ}10'32''$ East, 78.55 feet, to a tangent curve concave to the south having a radius of 439.00 feet;
Thence along said curve through a central angle of $7^{\circ}27'37''$ for an arc length of 57.16 feet;
Thence North $57^{\circ}42'09''$ East, 17.96 feet, to the Point of Beginning.

Situate in the City of Sammamish, County of King, State of Washington

Containing 7,355 square feet of land.



City Council Agenda Bill

Meeting Date: April 18, 2011

Date Submitted: April 13, 2011

Originating Department: City Manager

Clearances:

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

Subject: Short Plat SHP003002 (Olshausen)

Action Required: Ordinance First Reading

Exhibits:

1. Draft Ordinance
2. Settlement Agreement

Budget: n/a

Summary Statement:

There has been a long and litigious history surrounding this short plat. This ordinance is brought before Council for the purpose of resolving the litigation.

Background:

The short plat application is for property owned by Bernard and Kirsten Olshausen located at 21529 SE 28th Lane. The short plat application was filed with the City in April, 2003, under Application No. SHP003002. After some legal processes were concluded, City staff approved the short plat application in February, 2006, which included approval of a variation from road standards. Neighbors appealed the staff approval to the City Hearing Examiner under appeal no. APP006002. The Hearing Examiner reversed the approval of the short plat by order dated May 15, 2006. The Olshausens then filed a LUPA petition in King County Superior Court. The City did not participate in the appeal since the issues involved the Olshausens and their neighbors.

By order dated November 21, 2006, the Superior Court upheld the decision of the Hearing Examiner and remanded the short plat to the City Council for final action. The litigants failed to bring to the Court's attention that, under City Code and pursuant to state law, the responsibility to review land use applications had been delegated to the Hearing Examiner. Therefore, on February 6, 2007, the matter came before the City Council and Council voted to delegate the disposition of the short plat application to the Hearing Examiner. In May, 2007, the Hearing Examiner adhered to his previous reversal of the Staff approval of the short plat. More litigation ensued.

The Olshausens brought a motion in Superior Court seeking to reverse the May 2007 order of the Hearing Examiner and also asked the Court to find the City in contempt for its delegation of the short



City Council Agenda Bill

plat to the Hearing Examiner. The Superior Court denied their motion to reverse the order of the Hearing Examiner and denied their motion to find the City in contempt.

In May 2010, the Olshausens filed a lawsuit against the City in U.S. District Court. In response to a motion for summary judgment, the Court held that the Superior Court order of November 21, 2006 was not heeded by the City and a trial date was set. At this point in time, the City is faced with conflicting judicial opinions. On one hand, the Superior Court order held that the City had complied with the earlier Superior Court order of November 2006 and, on the other hand, and with the Federal District Court order holding that the City had not complied with the Superior Court order of November 2006.

The unique circumstances surrounding this application and the parties desire to resolve the matter without further litigation warrant a variation from the established procedures. To that end, the parties have executed a settlement agreement in the hope of ending further litigation, and staff is now seeking Council adoption of the ordinance approving the short plat.

Financial Impact: None

Recommended Motion: Conduct first reading of Ordinance No.____ , approving Short Plat SHP003002, and ratifying the settlement agreement entered into by the parties.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2011-_____**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON AUTHORIZING APPROVAL OF SHORT PLAT**

WHEREAS, the City Council of the City of Sammamish recognizes the following facts:

1. Bernard J. and Kirsten Olshausen (Applicants) made an application for a two-lot short plat for property located at 21529 SE 28th Lane on approximately April 18, 2003 under Application No. SHP003002,
2. The short plat application was denied by City staff.
3. The applicants appealed the Staff denial to the City Hearing Examiner who upheld the Staff denial in a decision dated August 2, 2004.
4. The applicants filed a petition pursuant to the Land Use Petition Act (“LUPA”) under King County Superior Court cause no. 04-2-22038-6.
5. The LUPA petition was dismissed by the Superior Court without prejudice on February 14, 2006.
6. The Applicants requested a variation from road standards on approximately January 28, 2006.
7. City staff granted the variation on February 6, 2006.
8. City staff approved short plat application SHP003002 on approximately February 27, 2006.
9. Citizens appealed the staff approval to the City Hearing Examiner under appeal no. APP006002.
10. The Hearing Examiner reversed the approval of the short plat by order dated May 15, 2006.
11. The Applicants filed a second LUPA petition under King County Superior Court cause no. 06-2-18479-3.
12. By order dated November 21, 2006, the Superior Court upheld the decision of the Hearing Examiner and remanded the short plat to the City Council for final action.

Exhibit 1

13. By action taken on February 6, 2007, the City Council voted to delegate the disposition of the short plat application to the Hearing Examiner.
14. By order dated May 8, 2007, the Hearing Examiner adhered to his previous reversal of the Staff approval of the short plat.
15. On May 5, 2009, the Applicants brought a motion in the 2006 LUPA case seeking to reverse the May 8, 2007 order of the Hearing Examiner and seeking to find the City in contempt for its delegation of the short plat to the Hearing Examiner following the Superior Court order of November 21, 2006.
16. By its order dated July 31, 2009, the Superior Court denied the Applicants' motion to reverse the May 8, 2007 order of the Hearing Examiner and denied the Applicants' motion to find the City in contempt for delegating the short plat to the Hearing Examiner after the November 21, 2006 Superior Court order.
17. On approximately May 7, 2010, the Applicants filed a lawsuit against the City under cause no. CV10-779TSZ in U.S. District Court for the Western District of Washington.
18. By its order dated February 17, 2011, the Federal District Court held that the Superior Court order of November 21, 2006 was "not heeded by the City."
19. At this point in the course of litigation over this short plat, the City is faced with, on one hand, the Superior Court order of July 31, 2009 holding that the City had complied with the Superior Court order of November 21, 2006, and on the other hand, with the Federal District Court order of February 17, 2011, holding that the City had not complied with the Superior Court order of November 21, 2006; and

WHEREAS, the City's established procedures for processing short plat applications consists of staff review and decision-making followed by possible appeal to the Hearing Examiner, followed by possible Superior Court review under RCW 36.70C ("LUPA"); and

WHEREAS, during the multi-year pendency of this short plat application it has undergone multiple phases of staff review, multiple instances of review before the Hearing Examiner, and two LUPA proceedings; and

WHEREAS, the proposed short plat would create impacts on neighboring property that can reasonably be mitigated; and

WHEREAS, the unique and special circumstances of this application warrant a variation from the established procedures for processing short plat applications and a variation from some aspects of the ordinances and regulations applicable to the application; and

WHEREAS, the parties have executed a settlement agreement to the litigation; and

WHEREAS, the City Council desires to eliminate its exposure to liability and desires to follow the rulings of the courts;

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

Section 1. Given the unique and special circumstances, as set forth above, the City Manager, or his designee, is directed to approve short plat SHP003002 with the conditions and requirements approved by the City staff in the staff report of February 27, 2006; provided that the applicants shall not be required to construct a paved walkway to SE 28th Street across the property located at 21553 S.E. 28th Lane or to reserve a frontage tract for future right-of-way dedication. The application is vested under the regulations existing at the time of the original application except for those that conflict with this ordinance. The issuance of the short plat approval by the City Manager shall not be appealable to the Hearing Examiner and shall constitute a final decision of the City for purposes of proceedings under the Land Use Petition Act, RCW 36.70C.

Section 2. The execution of the settlement agreement is hereby ratified.

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 shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE _____ DAY OF _____, 2011.**

CITY OF SAMMAMISH

Donald J. Gerend, Mayor

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: April 13, 2011

First Reading: April 18, 2011

Second Reading:

Passed by the City Council:

Date of Publication:

Effective Date:

SETTLEMENT AGREEMENT

Plaintiffs: Bernard and Kirsten Olshausen

Defendant: City of Sammamish

Plaintiffs and Defendant agree to the following:

1. The City will adopt an ordinance, after public notice and a hearing before the City Council, establishing the following:
 - a. The Olshausen short plat is vested to the land use regulations in effect at the time of the original application, except for those which are contrary to the new ordinance.
 - b. The short plat is approved subject to and pursuant to the terms of the staff report of February 27, 2006, except that the condition regarding the construction of a sidewalk along the property located at 21553 S.E. 28th Lane shall not be required.
 - c. The new ordinance shall be the final land use decision of the City and shall not be appealable to the Hearing Examiner.
2. The parties immediately will execute a stipulation for a six-month continuance of the trial date in U.S. District Court Case CV10-779STZ. When the ordinance regarding the short plat is approved by the City, the parties immediately will execute a stipulation and order of dismissal with prejudice of Plaintiffs' lawsuit.
3. The City shall defend the new ordinance in the event it is challenged in court.

City of Sammamish

Plaintiffs

By: _____
Michael B. Tierney

By: _____
Bernard Olshausen

Date: _____

Date: _____

By: _____
Kirsten Olshausen

Date: _____