# City Council, Regular Meeting

## AGENDA
## REVISED

6:30 pm – 9:30 pm
June 20, 2011 Council Chambers

**Call to Order**

**Roll Call/Pledge of Allegiance**

**Approval of Agenda**

**Student Liaison Reports**
- Eastlake High School
- Skyline High School

**Presentations/Proclamations**
Presentation: Eastlake High School State Soccer Champions
Presentation: Skyline High School Track State Champion
Presentation: Deputy Amy Jarboe 10 Year Recognition

**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 June 15, 2011 for pay date June 20, 2011 in the amount of $271,736.07

1. Approval: Claims for period ending June 20, 2011 in the amount of $1,606,605.02 for Check No. 29380 through No.29506
2. Interlocal Agreement: School Resource Office (SRO) - Lake Washington School District/Issaquah School District/
3. Interlocal: Jail Services/Snohomish County
4. Minor Code Amendment to Title 13 Surface Water Management
5. Bid Award: Evans Creek Preserve Phase 1b/Tiger Construction
6. Amendment: Municipal Code Updates-Web Hosting/Code Publishing
7. Approval: Notes for the May 10, 2011 Joint Study Session with Parks & Recreation Commission

8. Approval: Minutes for May 16, 2011 Regular Meeting
9. Resolution: Identifying A Preferred Site For The Community Center And Requesting Further Site Analysis As Part Of The Feasibility Study.

**Public Hearings**

10. Ordinance: Second Reading Granting Discretionary Authority To The City's Director Of Community Development To Extend Reasonable Use Exceptions And Commercial Site Development Permits That Expired Due To The Recent Economic Recession

11. Resolution: Adopting An Updated Six-Year Transportation Improvement Plan For 2012-2017

12. Ordinance: First Reading Adopting Revisions To The Sammamish Shoreline Master Program Adopted By Ordinance 2009-265 And Replacing The King County Shoreline Master Program Adopted By King County Ordinance 3688; Amending The City Of Sammamish Comprehensive Plan; Adopting Shoreline Maps; And Codifying The Shoreline Master Program Into Title 25 Of The Sammamish Municipal Code

**Unfinished Business -** None

**New Business** – None

**Council Reports**

**City Manager Report**

**Executive Session – If necessary**

**Adjournment**

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.

**AGENDA CALENDAR**

| | | | |
|---|---|---|---|
| **Jun. 2011** | | | |
| Mon. 6/20 | 6:30 pm | Study Session/Special Meeting | Presentation: Eastlake High School State Soccer Champions<br>Prentation: Kasen Williams Skyline Track<br>Presentation: Amy Jarboe<br>Public Hearing: Resolution: Six Year Transportation Improvement Projects 2012-2017<br>Public Hearing: Ordinance First Reading Reading Shoreline Master Plan<br>Second Reading: Ordinance extending Reasonable Use Exemptions and Commercial Site Development Permits<br>Minor Amendment Title 13 Surface Water Management Amendment (consent)<br>Resolution: Community Center Site Location<br>Interlocal: Eastlake and Skyline School Resource Officers/King County (consent)<br>Interlocal: Jail Contract/Snohomish County (consent)<br>Bid Award: Evans Creek Preserve Phase 1b/Tiger Construction (consent)<br>Amendment: Municipal Code Upates/Code Publishing (consent) |
| **Jul. 2011** | | | |
| **Mon. 7/4** | **Closed** | **Holiday** | **Independence Day – City Offices Closed** |
| Tues. 7/5 | 6:30 pm | Regular | Public Hearing: First Reading Transfer of Development Rights<br>Bid Award: SE 32nd Street Mitigation Project<br>Contract: Consultant/Stormwater Management Inglewood & Tamarack Area Preliminary Design (consent) |
| Tues. 7/12 | 6:30 pm | Special Meeting | Community Center (placeholder)<br>Bid Award: Police Parking Lot Project<br>Bid Award: Room 202 Tenant Improvements<br>School Zone Cameras/Discovery Elementary |
| Mon. 7/18 | 6:30 pm | Regular Meeting | Ordinance Second Reading Reading Shoreline Master Plan<br>Second Reading Transfer of Development Rights<br>Bid Award: Electric Vehicle Charging Stations (consent)<br>Bid Award: 2011 CitywWide Patching Contract (consent)<br>Bid Award: 2011 Citywide Crack Seal Contract (cosent)<br>Contract: 244th Non-Motorized Project (consent) |
| | | | |
| **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:/Admin/Police/Fire<br>Discussion: 228th Avenue Operational Anaylsis |
| Mon. 9/19 | 6:30 pm | Regular Meeting | Proclamation: Mayors Month of Concern |
| | | | |
| **Oct. 2011** | | | |
| Tues. 10/4 | 6:30 pm | Regular | |
| Tues. 10/11 | 6:30 pm | Study Session | Discussion: Stormwater Manual Update 2012<br>Department Reports: Finance/Information Information Technology/Parks/Public Works<br>Emergency Plan |
| Mon. 10/17 | 6:30 pm | Regular Meeting | |

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|---|---|---|---|
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| **Nov. 2011** | | | |
| Tues. 11/1 | 6:30 pm | Regular | |
| Tues. 11/08 | 6:30 pm | Study Session | Department of Community Development |
| 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 | |
| | | | |
| **Jan. 2012** | | | |
| Tues. 1/3 | 6:30 pm | Regular | |
| Tues. 1/10 | 6:30 pm | Study Session | |
| Mon. 1/16 | 6:30 pm | Regular Meeting | |
| | | | |
| **Feb. 2012** | | | |
| Tues. 2/7 | 6:30 pm | Regular | |
| Tues. 2/14 | 6:30 pm | Study Session | |
| Mon. 2/20 | 6:30 pm | Regular Meeting | |
| | | | |
| **Mar. 2012** | | | |
| Tues. 3/6 | 6:30 pm | Regular | |
| Tues. 3/13 | 6:30 pm | Study Session | |
| Mon. 3/19 | 6:30 pm | Regular Meeting | |
| | | | |
| **Apr. 2012** | | | |
| Tues. 4/3 | 6:30 pm | Regular | |
| Tues. 4/10 | 6:30 pm | Study Session | |
| Mon. 4/16 | 6:30 pm | Regular Meeting | |
| | | | |
| **May 2012** | | | |
| Tues. 5/1 | 6:30 pm | Regular | |
| Tues. 5/8 | 6:30 pm | Study Session | |
| Mon. 5/14 | 6:30 pm | Regular Meeting | |
| | | | |
| **June 2012** | | | |
| Tues. 6/5 | 6:30 pm | Regular | |
| Tues. 6/12 | 6:30 pm | Study Session | |
| Mon. 6/18 | 6:30 pm | Regular Meeting | |
| | | | |

| **To Be Scheduled** | **To Be Scheduled** | **Parked Items** |
|---|---|---|
| | | |

| | | |
|---|---|---|
| Ordinance: Second Reading Puget Sound Energy Franchise<br><br>Franchise: Cable TV<br><br>Bid Award: SE 32nd Non-Motorized Project | Final Acceptance: 244th Avenue Improvement Project<br><br>Final Acceptance: SE 20th Street Non-motorized Improvement Project | Joint Meeting/LWSD |

<< May

# June 2011

July >>

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|---|---|---|---|---|---|
| 29 | 30 | 31 | **1**<br>4 p.m.<br>**Sammamish Farmers Market**<br>6:30 p.m.<br>**Parks and Recreation Commission Meeting** | **2**<br>6:30 p.m.<br>**Planning Commission Meeting** | **3** | **4**<br>8:30 a.m.<br>**Trail Building at Evans Creek Preserve** |
| **5** | **6** | **7**<br>5:30 p.m.<br>**City Council Meeting**<br>6:30 p.m.<br>**Noxious Weeds and Invasive Plants - What are They and How Can We Stop Them?**<br>7:30 p.m.<br>**Simple Measures Concert** | **8**<br>4 p.m.<br>**Compost Happens! Food and Yard Waste Composting for Beginners**<br>4 p.m.<br>**Sammamish Farmers Market**<br>6 p.m.<br>**Art Exhibit Reception - "WaterLines" by Katherine Hastings** | **9**<br>6:30 p.m.<br>**Community Garden Steering Committee Meeting** | **10** | **11** |
| **12** | **13**<br>6:30 p.m.<br>**Community Center Feasibility Study Public Meeting** | **14**<br>6:30 p.m.<br>**Joint Meeting with Parks & Recreation Commission** | **15**<br>4 p.m.<br>**Sammamish Farmers Market**<br>6 p.m.<br>**Sammamish Youth Board Meeting** | **16**<br>6:30 p.m.<br>**Planning Commission Meeting** | **17**<br>3:30 p.m.<br>**Teen Fest Skate Competition & Music** | **18**<br>8:30 a.m.<br>**Trail Building at Evans Creek Preserve**<br>10 a.m.<br>**Sammamish Walks**<br>12 p.m.<br>**Lifeguards begin duty at Pine Lake** |
| **19** | **20**<br>5:30 p.m.<br>**Finance Committee Meeting**<br>6:30 p.m.<br>**Arts Commission Meeting**<br>6:30 p.m.<br>**City Council Meeting** | **21**<br>5:30 p.m.<br>**City Council Council Office Hour**<br>**Canceled** | **22**<br>4 p.m.<br>**Sammamish Farmers Market** | **23** | **24** | **25** |
| **26** | **27**<br>6:30 p.m.<br>**Volunteer Orientation - Fourth on the Plateau** | **28**<br>11 a.m.<br>**Kids Concert** | **29**<br>4 p.m.<br>**Sammamish Farmers Market**<br>7 p.m.<br>**GARDEN WITH YOUR KIDS!** | **30** | **1** | **2** |
| **3** | **4** | **5** | **6** | **7** | **8** | **9** |

<< June

# July 2011

August >>

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|---|---|---|---|---|---|
| 26 | 27 | 28 | 29 | 30 | 1 | 2 |
| 3 | 4<br>6 p.m.<br>**Fourth on the Plateau Celebration**<br>**City offices closed** | 5<br>6:30 p.m.<br>**City Council Meeting** | 6<br>4 p.m.<br>**Sammamish Farmers Market**<br>6:30 p.m.<br>**Parks and Recreation Commission Meeting** | 7<br>6:30 p.m.<br>**Concert in the Park**<br>6:30 p.m.<br>**Planning Commission Meeting** | 8 | 9 |
| 10 | 11 | 12<br>6:30 p.m.<br>**City Council Study Session** | 13<br>4 p.m.<br>**Sammamish Farmers Market** | 14<br>6:30 p.m.<br>**Concert in the Park**<br>6:30 p.m.<br>**Community Garden Steering Committee Meeting** | 15 | 16<br>10 a.m.<br>**Sammamish Walks**<br>7 p.m.<br>**Woodin O Shakespeare Play** |
| 17 | 18<br>5:30 p.m.<br>**Finance Committee Meeting**<br>6:30 p.m.<br>**Arts Commission Meeting**<br>6:30 p.m.<br>**City Council Meeting** | 19<br>12 p.m.<br>**Kids First Noontime Performance**<br>5:30 p.m.<br>**City Council Council Office Hour** | 20<br>4 p.m.<br>**Sammamish Farmers Market** | 21<br>5:30 p.m.<br>**Concert in the Park**<br>6:30 p.m.<br>**Planning Commission Meeting** | 22 | 23<br>7 p.m.<br>**Woodin O Shakespeare Play** |
| 24 | 25 | 26 | 27<br>4 p.m.<br>**Sammamish Farmers Market** | 28<br>6:30 p.m.<br>**Concert in the Park** | 29 | 30 |
| 31 | 1 | 2 | 3 | 4 | 5 | 6 |

City of Sammamish Washington

# MEMORANDUM

**TO:** Melonie Anderson/City Clerk

**FROM:** Marlene/Finance Department

**DATE:** June 16, 2011

**RE:** Claims for June 20, 2011

**$ 144,871.76**
**12,723.26**
**3,605.00**
**1,445,405.00**

**Top 5 Expense Items in Packet**

| | | |
|---|---|---|
| Public Works Board | $562,666.66 | PW Loan Princ & Interest |
| Eastside Fire & Rescue | $442,039.92 | Fire Services – June 2011 |
| SCI | $117,976.91 | Retainage Release |
| Issaquah School District | $30,464.00 | School Impact Fees – May 2011 |
| Columbia Ford | $27,350.80 | Ford Truck for M&Ok |

**TOTAL: $ 1,606,605.02**
**Check # 29380 through # 29506**

0.00 *
144,871.76 *
12,723.26 *
3,605.00 *
1,445,405.00 *
1,606,605.02 *

Bill # 1

# Accounts Payable

## Check Register Totals Only

User: mdunham
Printed: 6/3/2011 - 10:48 AM

| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|---|---|---|---|---|---|
| 29380 | 06/03/2011 | ANI | ANI Administrators NW Inc | 1,618.15 | 0 |
| 29381 | 06/03/2011 | AWCMED | AWC Employee BenefitsTrust | 98,294.51 | 0 |
| 29382 | 06/03/2011 | AWCMED | AWC Employee BenefitsTrust | 2,726.35 | 0 |
| 29383 | 06/03/2011 | CHAP13 | Chapter 13 Trustee | 1,100.00 | 0 |
| 29384 | 06/03/2011 | ICMA401 | ICMA 401 | 31,842.35 | 0 |
| 29385 | 06/03/2011 | ICMA457 | ICMA457 | 8,768.51 | 0 |
| 29386 | 06/03/2011 | KCTROP | King County Treasury | 376.44 | 0 |
| 29387 | 06/03/2011 | PREPAIDL | Pre-Paid Legal Services, Inc | 145.45 | 0 |
| | | | Check Total: | 144,871.76 | |

Bill # 1

# Accounts Payable

## Check Register Totals Only

User: mdunham
Printed: 6/3/2011 - 2:42 PM

| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|---|---|---|---|---|---|
| 29388 | 06/06/2011 | US BANK | U. S. Bank Corp Payment System | 12,723.26 | 0 |
| | | | Check Total: | 12,723.26 | |

# Accounts Payable

## Check Register Totals Only

User: mdunham
Printed: 6/6/2011 - 4:13 PM

| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|---|---|---|---|---|---|
| 29389 | 06/07/2011 | CURTISTA | Tami Curtis | 25.00 | 0 |
| 29390 | 06/07/2011 | GOAT | Delmer J. Farmer | 3,250.00 | 0 |
| 29391 | 06/07/2011 | SARVEY | Sarvey Wildlife Care Center | 330.00 | 0 |
| | | | Check Total: | 3,605.00 | |

Bill # 1

# Accounts Payable

## Check Register Totals Only

User: mdunham
Printed: 6/15/2011 - 3:15 PM

City of Sammamish Washington

| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|---|---|---|---|---|---|
| 29392 | 06/20/2011 | ACE | Ace Hardware, LLC | 1,010.05 | 0 |
| 29393 | 06/20/2011 | ACTIVENE | The Active Network, Inc. | 3,038.63 | 0 |
| 29394 | 06/20/2011 | APP | Associated Petroleum Products | 2,067.26 | 0 |
| 29395 | 06/20/2011 | ATTLONG | AT&T | 36.36 | 0 |
| 29396 | 06/20/2011 | BACKGROU | Background Source Intl | 112.00 | 0 |
| 29397 | 06/20/2011 | BEST | Best Parking Lot Cleaning, Inc | 14,505.58 | 0 |
| 29398 | 06/20/2011 | BMC | BMC Select | 101.61 | 0 |
| 29399 | 06/20/2011 | BOFAPC | Bank of America Petty Cash | 340.87 | 0 |
| 29400 | 06/20/2011 | BRAVO | Bravo Environmental | 3,810.60 | 0 |
| 29401 | 06/20/2011 | BRS | Barker Rinker Seacat Architecture | 20,619.28 | 0 |
| 29402 | 06/20/2011 | CADMAN | Cadman, Inc. | 1,340.49 | 0 |
| 29403 | 06/20/2011 | CASEPOWE | Case Power & Equipment | 4,270.93 | 0 |
| 29404 | 06/20/2011 | CHANEY | Rebecca Chaney | 973.50 | 0 |
| 29405 | 06/20/2011 | CHICAGO | Chicago Title Insurance Co | 2,176.86 | 0 |
| 29406 | 06/20/2011 | CLYDEWES | Clyde West | 5,701.26 | 0 |
| 29407 | 06/20/2011 | CODEPUB | Code Publishing Inc | 1,353.42 | 0 |
| 29408 | 06/20/2011 | COLLIERS | FirstService PGP | 8,000.00 | 0 |
| 29409 | 06/20/2011 | COLUMBIA | Columbia Ford | 27,350.80 | 0 |
| 29410 | 06/20/2011 | COMCAST2 | COMCAST | 99.95 | 0 |
| 29411 | 06/20/2011 | COMPLETE | The Complete Line | 142.17 | 0 |
| 29412 | 06/20/2011 | COSTCO | Costco Wholesale | 1,491.34 | 0 |
| 29413 | 06/20/2011 | DANCEFAC | David Dodge | 1,500.00 | 0 |
| 29414 | 06/20/2011 | DEERE | John Deere Landscapes | 627.18 | 0 |
| 29415 | 06/20/2011 | EASTFIRE | Eastside Fire & Rescue | 442,039.92 | 0 |
| 29416 | 06/20/2011 | EVERETTS | Everett Steel, Inc | 833.09 | 0 |
| 29417 | 06/20/2011 | EVERGR | Evergreen Print Solutions | 466.45 | 0 |
| 29418 | 06/20/2011 | FASTENAL | Fastenal Industrial Supplies | 225.02 | 0 |
| 29419 | 06/20/2011 | FEDEX | Federal Express Corp | 116.72 | 0 |
| 29420 | 06/20/2011 | FERGUSON | Ferguson Enterprises, Inc | 500.06 | 0 |
| 29421 | 06/20/2011 | FIREPROT | Fire Protection, Inc. | 684.38 | 0 |
| 29422 | 06/20/2011 | FRONTIR2 | Frontier | 358.40 | 0 |
| 29423 | 06/20/2011 | GREYSTON | Greystone Com Services | 174.00 | 0 |
| 29424 | 06/20/2011 | GUARDIAN | Guardian Security | 72.00 | 0 |
| 29425 | 06/20/2011 | HADLOCK | Maja Hadlock | 2,000.00 | 0 |
| 29426 | 06/20/2011 | HARRISCO | Harris Computer Systems | 19,993.99 | 0 |
| 29427 | 06/20/2011 | HEBERT | Hebert Research, Inc. | 2,126.00 | 0 |
| 29428 | 06/20/2011 | HOMEDE | Home Depot | 2,720.63 | 0 |
| 29429 | 06/20/2011 | HOPPE | Jason Hoppe | 150.00 | 0 |
| 29430 | 06/20/2011 | HOWARD | Lyman Howard | 14.79 | 0 |
| 29431 | 06/20/2011 | HWA | HWA GeoSciences, Inc | 2,046.00 | 0 |
| 29432 | 06/20/2011 | INTEGRA | Integra Telecom | 5,112.82 | 0 |
| 29433 | 06/20/2011 | IRONMT | Iron Mountain | 184.82 | 0 |
| 29434 | 06/20/2011 | ISD | Issaquah School District | 30,464.00 | 0 |
| 29435 | 06/20/2011 | ISSAQ1 | Issaquah Press, Inc. | 547.50 | 0 |
| 29436 | 06/20/2011 | ISSCITY | City Of Issaquah | 1,100.00 | 0 |
| 29437 | 06/20/2011 | JIRSA | Barbara Jirsa | 221.33 | 0 |
| 29438 | 06/20/2011 | KCRADIO | King Cty Radio Comm Svcs | 377.97 | 0 |
| 29439 | 06/20/2011 | KENYON2 | Kenyon Disend PLLC | 15,279.52 | 0 |
| 29440 | 06/20/2011 | KIEFER | Adolph Kiefer & Associates | 58.56 | 0 |
| 29441 | 06/20/2011 | KINGFI | King County Finance A/R | 5,343.20 | 0 |

| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|---|---|---|---|---|---|
| 29442 | 06/20/2011 | KINGPET | King County Pet Licenses | 395.00 | 0 |
| 29443 | 06/20/2011 | LAKESIDE | Lakeside Industries | 739.13 | 0 |
| 29444 | 06/20/2011 | LESSCHWA | Les Schwab Tire Center | 1,400.35 | 0 |
| 29445 | 06/20/2011 | LEXIS | Lexis Nexis Risk Data Mgmt | 76.16 | 0 |
| 29446 | 06/20/2011 | LEYTON | Kimberly Leyton | 1,104.45 | 0 |
| 29447 | 06/20/2011 | LIVESOUN | Live Sound & Recording Co, LLC | 3,832.50 | 0 |
| 29448 | 06/20/2011 | LIVESOUN | Live Sound & Recording Co, LLC | 1,971.00 | 0 |
| 29449 | 06/20/2011 | LPD | LPD Engineering PLLC | 671.50 | 0 |
| 29450 | 06/20/2011 | LWSD | Lake Washington School Dist | 6,250.00 | 0 |
| 29451 | 06/20/2011 | MICRO | Microflex, Inc. | 15.77 | 0 |
| 29452 | 06/20/2011 | MINUTE | Minuteman Press | 385.99 | 0 |
| 29453 | 06/20/2011 | MOBERLY | Lynn Moberly | 7,214.00 | 0 |
| 29454 | 06/20/2011 | NAPA | Genunine Parts Company/Issaquah | 14.79 | 0 |
| 29455 | 06/20/2011 | NAPA/RED | Napa Auto Parts Redmond | 360.37 | 0 |
| 29456 | 06/20/2011 | NESAM | NE Sammamish Sewer & Water | 143.70 | 0 |
| 29457 | 06/20/2011 | NWCASC | Northwest Cascade, Inc. | 430.23 | 0 |
| 29458 | 06/20/2011 | NWHYDRO | NW Hydroseeding | 1,530.00 | 0 |
| 29459 | 06/20/2011 | NWLSVC | NW Landscape Service | 11,915.80 | 0 |
| 29460 | 06/20/2011 | NWNUISAN | John R. Consolini | 1,400.00 | 0 |
| 29461 | 06/20/2011 | ODELL | Thomas Odell | 131.73 | 0 |
| 29462 | 06/20/2011 | OILCAN | Oil Can Henry's | 303.61 | 0 |
| 29463 | 06/20/2011 | OTAK | Otak | 1,086.25 | 0 |
| 29464 | 06/20/2011 | OTIS | Otis Elevator | 526.75 | 0 |
| 29465 | 06/20/2011 | PACPLANT | Pacific Plants | 3,502.69 | 0 |
| 29466 | 06/20/2011 | PACPOWER | Pacific Power Products | 30.78 | 0 |
| 29467 | 06/20/2011 | PACSOIL | Pacific Topsoils, Inc | 258.00 | 0 |
| 29468 | 06/20/2011 | PHILPOT | Laura Philpot | 219.54 | 0 |
| 29469 | 06/20/2011 | PIEDMONT | Piedmont Directional Signs | 700.00 | 0 |
| 29470 | 06/20/2011 | PLATEAU | Plateau Motors | 931.76 | 0 |
| 29471 | 06/20/2011 | POA | Pacific Office Automation | 124.99 | 0 |
| 29472 | 06/20/2011 | POPOFFS | Larry Lehnertz | 1,000.00 | 0 |
| 29473 | 06/20/2011 | PSE | Puget Sound Energy | 8,995.38 | 0 |
| 29474 | 06/20/2011 | PSF | PSF Mechanical Inc | 1,785.40 | 0 |
| 29475 | 06/20/2011 | PWBOARD | Department of Commerce | 562,666.66 | 0 |
| 29476 | 06/20/2011 | QBS | Quality Business Systems - Xerox | 523.20 | 0 |
| 29477 | 06/20/2011 | QWEST | QWEST | 229.74 | 0 |
| 29478 | 06/20/2011 | RED-E | Red-E Topsoil | 4,355.71 | 0 |
| 29479 | 06/20/2011 | RJTHOMAS | R J Thomas Mfg Co Inc | 4,723.00 | 0 |
| 29480 | 06/20/2011 | ROTARSAM | Rotary Club of Sammamish | 65.00 | 0 |
| 29481 | 06/20/2011 | SAM | Sammamish Plateau Water Sewer | 1,414.00 | 0 |
| 29482 | 06/20/2011 | SAND | Jeff Sand | 50.00 | 0 |
| 29483 | 06/20/2011 | SB&MAC | Stewart Beall & MacNichols | 5,893.50 | 0 |
| 29484 | 06/20/2011 | SCI | SCI Infrastructures, LLC | 117,976.91 | 0 |
| 29485 | 06/20/2011 | SEATIM | Seattle Times | 1,025.39 | 0 |
| 29486 | 06/20/2011 | SEQUOYAH | Sequoyah Electric, LLC | 203.80 | 0 |
| 29487 | 06/20/2011 | SERVICE | Service Paper Co | 118.26 | 0 |
| 29488 | 06/20/2011 | SIGNARAM | Doran Signs LLC | 684.38 | 0 |
| 29489 | 06/20/2011 | SONITROL | Sonitrol Pacific | 803.77 | 0 |
| 29490 | 06/20/2011 | SPEEDMES | Speedy Messenger, Inc | 93.50 | 0 |
| 29491 | 06/20/2011 | SPRAGUE | SPRAGUE | 86.23 | 0 |
| 29492 | 06/20/2011 | STAPLES | Staples Advantage | 2,481.60 | 0 |
| 29493 | 06/20/2011 | STOECKL | Jane C. Stoecklin | 115.00 | 0 |
| 29494 | 06/20/2011 | TAGS | Tags Awards & Specialties | 53.26 | 0 |
| 29495 | 06/20/2011 | TDS | Tire Distribution Systems, Inc. | 408.44 | 0 |
| 29496 | 06/20/2011 | TRAVELER | Travelers Casualty & Surety Co of An | 23,839.29 | 0 |
| 29497 | 06/20/2011 | UNITRENT | United Rentals NW, Inc | 1,851.76 | 0 |
| 29498 | 06/20/2011 | USPOST | U.S. Postal Service | 190.00 | 0 |
| 29499 | 06/20/2011 | VERIZON | Verizon Wireless | 237.93 | 0 |
| 29500 | 06/20/2011 | VOYAGER | Voyager | 5,798.45 | 0 |

Bill # 1

| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|---|---|---|---|---|---|
| 29501 | 06/20/2011 | WADOT | Wa State Dept of Transp | 200.00 | 0 |
| 29502 | 06/20/2011 | WATRACTO | Washington Tractor | 1,147.11 | 0 |
| 29503 | 06/20/2011 | WAWORK | Washington Workwear Stores Inc | 157.67 | 0 |
| 29504 | 06/20/2011 | WHPACIFI | WH Pacific, Inc. | 13,602.51 | 0 |
| 29505 | 06/20/2011 | WRPA | Wa Recreation & Parks Assoc | 1,020.00 | 0 |
| 29506 | 06/20/2011 | WSAA | Wa State Arts Alliance | 60.00 | 0 |
| | | | Check Total: | 1,445,405.00 | |

# City Council Agenda Bill

**Meeting Date:** **June 20, 2011** Date Submitted: June 14, 2011

**Originating Department:** Admin Services

**Clearances:**

- ☐ City Manager
- ☐ Attorney
- ☒ Admin Services
- ☐ Community Development
- ☐ Finance & IT
- ☐ Fire
- ☐ Parks & Recreation
- ☐ Police
- ☐ Public Works

**Subject:** Interlocal Agreements with the Issaquah and Lake Washington School Districts for School Resources Officers, August 1, 2011 – July 31, 2016

**Action Required:** Approval of Interlocal Agreements with the Issaquah and Lake Washington School Districts for School Resources Officers

**Exhibits:**

1. Interlocal Agreement with the Issaquah School District for a School Resources Officer
2. Interlocal Agreement with the Lake Washington School District for School Resources Officer

**Budget:** 2011 Budget for Police Services Contract with the King County Sheriff's Office – $4,354,211

## Summary Statement:

The current 5-year Agreements with the Issaquah and Lake Washington School Districts for School Resource Officers will expire July 31, 2011. Staff is recommending that the City Council approve new 5-year Interlocal Agreements with the School Districts which include the same terms and conditions as the Agreements set to expire.

## Background:

Since 2000 the City has had 2 School Resource Officers – one assigned to Eastlake High School and one assigned to Skyline High School. Both the Issaquah and Lake Washington School Districts have contributed toward the cost of the School Resources Officers.

In 2006 the City and the School Districts signed 5-year Agreements which include the duties of a School Resource Officer and outline a cost sharing formula.

## Financial Impact:

Under the cost sharing formula the School District is responsible for 50% of the King County Sheriff's Office Rate for a School Resource Officer x 10/12, (the Officer is only assigned to the School District 10 months a year).

City Council Agenda Bill

Since the City's Contract with King County for Law Enforcement Services runs January-December, and our School Resource Officer Contract runs August-July, the King County rate for the first half of the School Year would be the rate charged for that entire School Year. For the 2011-2012 School Year, we will use the 2011 rate of $154,121 per School Resource Officer.

2011 Cost Sharing Formula

School District's Contribution - ($154,121 x.5)10/12 = $64,217
City's Contribution – $154,121 - $64,217 = $89,904

**Recommended Motion:**

Move to approve Interlocal Agreements with the Issaquah and Lake Washington School Districts for School Resources Officers.

Exhibit 1

RECEIVED
JUN 01 2011
By

# INTERLOCAL AGREEMENT
# SCHOOL RESOURCE OFFICER

This Agreement is made and entered into this 31st day of May, 2011 by Issaquah School District (referred herein as "District"), and the City of Sammamish (referred to herein as "City"), for the purpose of establishing a School Resource Officer (referred to herein as "SRO") program in the public school system in the City of Sammamish. In consideration of the terms and conditions set forth herein, the parties agree as follows

## ARTICLE I

PURPOSE. The purpose of this agreement is for the City of Sammamish to provide contract services in the form of SRO's to the District. The services provided include law enforcement and related services as described in this agreement

## ARTICLE II

OBLIGATION OF THE CITY. The City shall provide an SRO police officer as follows:

(A) Provision of an SRO. The City shall assign one (1) regularly employed officer to the following areas of coverage: Skyline High School

Although generally assigned to the above named high school, the SRO may provide coverage to other nearby schools and areas surrounding the principle campus identified. The services provided by the SRO are in addition to normal police services already provided by the City.

(B) Selection of an SRO. The Chief of Police, with input from the District, shall choose the SRO to be assigned on the basis of the following minimum criteria:

(1) The SRO must have the ability to deal effectively with a diverse student population.

(2) The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected. The SRO should sincerely want to work with staff and students of the particular school in which the SRO is assigned.

(3) The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education background, background experience, interest level, and communication skills of the

SRO must be of a high caliber so that the SRO can effectively and accurately provide resource teaching services.

(4) The SRO must have the desire and ability to work cooperatively with the principal and other building administrative staff and employees.

(5) The SRO must be a state certified law enforcement officer.

(C) Regular School Duty. The SRO must be available for regular school duty on a full-time basis of eight (8) hours on those days and during those hours that school is in session. This assignment does not prohibit the SRO from participating in emergency response or to fulfill training requirements as determined to exist by the Chief of Police or designee.

(D) Duties of SRO. While on duty, the SRO shall perform the following duties:

(1) Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics mutually agreed to by the Chief of Police or designee and principal or designee.

(2) Act as a resource person in the area of law enforcement education.

(3) Conduct criminal investigations of violations of the law on school district property or property immediately surrounding the school district property as assigned by Sammamish Police Department.

(4) Provide law enforcement input into school based security, including teaching of school district security personnel. Review fencing and security systems.

(5) Maintain the peace on school district property.

(6) Make arrests and referrals of criminal law violators.

(7) Provide police counseling to students when requested by the principal or designee and student and mutually agreed to by all parties.

(8) Secure, handle, and preserve evidence.

(9) Recover school district property through working with other police agencies.

(10) Make referrals to social agencies as appropriate.

(11) Wear official police uniform which shall be provided at the expense of the City, however, civilian attire may be worn on such occasions as may be mutually agreed upon by the principal and police command.

(12) Perform such other duties as mutually agreed upon by the principal and Chief of Police or designee, so long as the performance of such duties are legitimately and reasonably related to the SRO program as described in this agreement, and so long as such duties are consistent with state and federal law and the policies and procedures of the Sammamish Police Department and the Lake Washington School District.

(13) Follow and conform to all school district policies and procedures that do not conflict with policies and procedures of the Sammamish Police Department.

(14) Follow all state and federal laws.

(15) Maintain a "quarterly activities report" or such other report regarding SRO activities as may be required by the District and the City.

(16) Coordinate with other Sammamish Police Department Youth Service Providers (Police Partners, Community Resources, etc.) to ensure consistence and continuity of all services.

(17) Attend all Sammamish Police Department mandated training as required to maintain law enforcement qualifications and certifications.

(E) Support Services to be Provided by Sammamish Police Department. The Police Department and the SRO will supply the following services:

(1) Provide information on all offense reports taken by the SRO to the school principal or designee, upon request, as the law may allow.

(2) To receive and dispatch via telephone, walk-in, radio, district radio frequency, and/or pager.

(3) Maintain and file uniform crime reporting (UCR) records according to law.

(4) Process all police reports.

(5) Provide coordination, development, implementation, and evaluation of security programs in the school assigned.

(6) Provide each SRO with a patrol automobile as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this agreement shall be borne by the City.

(7) Maintain copies of reports generated by officers in compliance with state and federal law.

(8) Coordinate with school administrators, staff, law enforcement agencies, and the courts to promote order on the school campuses.

(9) Make presentations to civic groups.

(10) Maintain criminal justice standards as required by law.

(11) Coordinate and participate with the school safety committee.

(12) Coordinate crime prevention activities at the assigned school locations.

(13) Provide security training for selected District Personnel.

ARTICLE III

The parties agree the responsibility for an administration of student discipline shall be the duty of the District.

ARTICLE IV

The SRO shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline, and dismissal of its personnel.

ARTICLE V

In consideration of the services provided herein, the District's contribution shall be based on the following equation:

50% of the King County Rate for a School Resource Officer x 10/12.

Since the City's Contract with King County for Law Enforcement Services runs January-December and the School Resource Officer Contract runs August-July, the King County rate for the first half of the School Year will be used to compute the School District's share of each year's cost.

ARTICLE VI

The parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent/designee of the District and the Chief of Police or designee. The designated representatives will meet at least annually, or as needed, to resolve potential conflicts.

ARTICLE VII

Changes in the terms of this agreement may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VIII

To dismiss an SRO from the duties described in this agreement, the Superintendent or designee shall communicate in writing to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the parties to resolve a change in the SRO, the SRO shall be changed within ten (10) days of the request.

ARTICLE IX

The term of this agreement shall be for five (5) years commencing August 1, 2011, and ending July 31, 2016. The District shall receive the SRO services described in Article II for the full term of this agreement.

ARTICLE X

Notwithstanding this agreement, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this agreement.

ARTICLE XI

The District shall provide the SRO, in each school to which the SRO is assigned, the following materials and facilities necessary to perform the duties by the SRO, enumerated herein:

(1) Access to a private office which is properly lighted, with a dedicated telephone to be used for general business purposes.

(2) Location for files and records which can be properly locked and secured.

(3) A desk with drawers, a chair, working table, filing cabinet, and necessary office supplies.

ARTICLE XII

The City and District will collaborate on identifying and accessing funding sources for the SRO program that include, but are not limited to, state and federal grants.

ARTICLE XIII

INDEMNIFICATION. The City shall indemnify and hold harmless the School District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the City, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the School District, the City shall defend the same at its sole cost and expense; provided, that the School District reserves the right to participate in such suit if any principle of government or public laws is at issue. If final judgment be rendered against the School District and its officers, agents and employees, or any of them, or jointly against the School District and the City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

In executing this Agreement, the City does not assume liability or responsibility for or in any way release the school District from any liability or responsibility which arises in whole or in part from the existence or effect of School District policies, procedures, rules or regulations. If any cause, claim suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such School District policy, procedure, rule or regulation is principally at issue, the School District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the School District, the City or both, the School District shall satisfy the same, including all chargeable costs and attorney's fees.

The School District shall indemnify and hold harmless the City and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the District, its officers, agents and employees, any of them, in the performance of this Agreement. In the event that any suit based on such a claim, action, loss or damage is brought against the City, the School District shall defend the same at the sole costs and expense; provided that the City retains the right to participate in said suit if any principle of government law is at issue; and if final judgment be rendered against the City and the School District and their perspective officers, agents and employees, or any of them, the School District shall satisfy the same.

ARTICLE XIV

TERMINATION. This agreement may be terminated by either party upon thirty (30) days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this agreement through no fault of the party initiating termination. This agreement may also be terminated without cause by either party upon

90 days written notice. In the event this agreement is terminated, compensation will be made to the City for all services performed to the date of termination. The District will be entitled to a prorated refund in accordance with the formula contained in Article IX for each day that the SRO services are not provided because of termination of this agreement.

DATED this 31st day of May, 2011.

Issaquah School District

Ben Yazici, City Manager
City of Sammamish

Approved as to Form

Bruce Disend, City Attorney
City of Sammamish

Exhibit # 2

# INTERLOCAL AGREEMENT
# SCHOOL RESOURCE OFFICER

This Agreement is made and entered into this _____ day of _____, 2011 by Lake Washington School District (referred herein as "District"), and the City of Sammamish (referred to herein as "City"), for the purpose of establishing a School Resource Officer (referred to herein as "SRO") program in the public school system in the City of Sammamish. In consideration of the terms and conditions set forth herein, the parties agree as follows

ARTICLE I

PURPOSE. The purpose of this agreement is for the City of Sammamish to provide contract services in the form of SRO's to the District. The services provided include law enforcement and related services as described in this agreement

ARTICLE II

OBLIGATION OF THE CITY. The City shall provide an SRO police officer as follows:

(A) Provision of an SRO. The City shall assign one (1) regularly employed officer to the following areas of coverage: Eastlake High School

Although generally assigned to the above named high school, the SRO may provide coverage to other nearby schools and areas surrounding the principle campus identified. The services provided by the SRO are in addition to normal police services already provided by the City.

(B) Selection of an SRO. The Chief of Police, with input from the District, shall choose the SRO to be assigned on the basis of the following minimum criteria:

(1) The SRO must have the ability to deal effectively with a diverse student population.

(2) The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected. The SRO should sincerely want to work with staff and students of the particular school in which the SRO is assigned.

(3) The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education background, background experience, interest level, and communication skills of the

SRO must be of a high caliber so that the SRO can effectively and accurately provide resource teaching services.

(4) The SRO must have the desire and ability to work cooperatively with the principal and other building administrative staff and employees.

(5) The SRO must be a state certified law enforcement officer.

(C) Regular School Duty. The SRO must be available for regular school duty on a full-time basis of eight (8) hours on those days and during those hours that school is in session. This assignment does not prohibit the SRO from participating in emergency response or to fulfill training requirements as determined to exist by the Chief of Police or designee.

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(1) Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics mutually agreed to by the Chief of Police or designee and principal or designee.

(2) Act as a resource person in the area of law enforcement education.

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DATED this _____ day of _____, 2011.

_____

Lake Washington School District

_____

Ben Yazici, City Manager
City of Sammamish

Approved as to Form

_____

Bruce Disend, City Attorney
City of Sammamish

# City Council Agenda Bill

**Meeting Date:** **June 20, 2011** Date Submitted: June 14, 2011

**Originating Department:** Admin Services

**Clearances:**

- ☐ City Manager
- ☒ Attorney
- ☒ Admin Services
- ☐ Community Development
- ☐ Finance & IT
- ☐ Fire
- ☐ Parks & Rec
- ☐ Police
- ☐ Public Works

**Subject:** Interlocal Agreement for Jail Services with Snohomish County

**Action Required:** Approve Interlocal Agreement for Jail Services with Snohomish County

**Exhibits:** 1. Interlocal Agreement for Jail Services with Snohomish County

**Budget:** 2011 Jail Contract Budget $102,500

**Summary Statement:**

Contracting with Snohomish County for jail services could provide the City with a cost saving alternative to our current contracts with City of Issaquah and King County.

**Background:**

The City of Sammamish contracts with the City of Issaquah and King County for jail services. When someone is arrested for a misdemeanor in Sammamish they are transported to either the Issaquah or King County Jail. If someone is convicted of a misdemeanor in Sammamish they serve their sentence on home detention, at the Issaquah Jail, or the King County Jail. Through December 2010 the City also contracted with the Yakima County Jail. Yakima County no longer offers this service.

**Financial Impact:**

The City is responsible for the cost of housing our inmates. The daily cost of housing inmates varies from one jail to another. In addition, some jails also assess a "Booking Fee" which significantly increases the cost of an inmate's first day in jail.

**2011 Daily Cost for Housing an Inmate**

| | First Day in Jail | Each Additional Day |
|---|---|---|
| Issaquah Jail | $ 90.00 | $ 90.00 |
| King County Jail | $499.83 | $119.62 |
| Snohomish County | $152.50 | $ 62.50 |

City Council Agenda Bill

Additional historical information is provided in the attached spreadsheet.

It is important to note that our Police Department makes every effort to reduce jail costs by housing inmates at the Issaquah Jail rather than the more expensive King County Jail whenever possible. In 2010 City inmates were housed at the Issaquah Jail for 821 days and at the King County Jail for 319 days.

Contracting with Snohomish County for jail services could provide the City with a cost saving alternative over Issaquah or King County for those convicted of a misdemeanor.

**Recommended Motion:**

Move to approve Interlocal Agreement for Jail Services with Snohomish County.

Exhibit 1

# INTERLOCAL AGREEMENT FOR JAIL SERVICES

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (hereinafter COUNTY) and the City of Sammamish, a municipal corporation of the State of Washington (hereinafter CITY).

NOW, THEREFORE, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), the COUNTY and CITY hereby agree as follows:

## Section 1 Definitions

A. The term "Book" means the act of registering, screening, and examining inmates for confinement in the Jail; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement.

B. The term "Bureau Chief" means the Corrections Bureau Chief, Snohomish County Sheriff's Office.

C. The term "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., excluding COUNTY recognized holidays.

D. The term "Cities" means collectively all cities that have executed Interlocal Agreements for Jail Services with the COUNTY in substantially the same form as this Agreement.

E. The term "CITY Inmate" means a person Booked or housed in the Jail for whom the CITY is a billable agency under the terms set forth in this Agreement.

F. The term "CITY Municipal Code" means the Municipal Code of the City of Sammamish.

G. The term "CITY Municipal Court" means the Court of Limited Jurisdiction charged with hearing violations of the CITY Municipal Code, including any division of the COUNTY District Court acting for the CITY via a service contract.

H. The term "COUNTY Inmate" means any person Booked or housed in the Jail who is not a CITY Inmate.

I. The term "fit for Jail" means that an arrested person is medically able to be housed in jail and does not need medical attention that would require treatment at a hospital or other type of medical facility.

J. The term "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including fire, storm, flood, earthquake, or other act of nature.

K. The term "Jail" means a COUNTY operated facility primarily designed, staffed, and used for the housing of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders convicted of a criminal offense; or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of the execution of this Agreement, Jail includes the Snohomish County Main Jail and all Community Corrections Programs for which CITY Inmates may be eligible pursuant to this Agreement.

L. The term "maximum allowable population level" means the greatest allowable number of CITY Inmates that can be held in the Jail in a safe, secure, and humane manner as stated in Section 5(B). The maximum allowable population level shall be determined solely by the Sheriff or his/her designee.

## Section 2 Purpose

Under the authority of Chapter 70.48 RCW, the COUNTY maintains a Jail. The CITY from time-to-time desires to confine CITY Inmates in the Jail. In return for payment as specified in Section 9, the COUNTY agrees to furnish its facilities and personnel for confinement of CITY Inmates based on the rules and conditions set forth in this Agreement and any attachments hereto.

## Section 3 Term

This Agreement shall be in effect from the date of mutual signature and shall continue in effect until December 31, 2016, or until terminated by either party in accordance with Section 4, PROVIDED that the COUNTY'S obligations are contingent upon local legislative appropriation of necessary funds for the purpose of funding this Agreement in accordance with applicable laws and the Snohomish County Charter.

## Section 4 Termination

This Agreement may be terminated by either party for any reason at any time prior to its expiration upon ninety (90) calendar days, prior written notice provided pursuant to Section 17 hereof. The notice shall state the specific plans for accommodation of the affected jail population.

## Section 5 Population Level Limitation

A. In the event that the cumulative maximum allowable population level is reached by all cities housing inmates at the Jail, inmates who are confined on Snohomish County

charges or commitments will have first priority for continued incarceration. In the event the COUNTY determines that CITY Inmates must be removed from the Jail, in order to maintain the Jail's cumulative maximum allowable population level, out-of-county CITY Inmates shall be the first inmates removed from the Jail. Out-of-county CITY Inmates will be removed in the reverse order that the interlocal agreements for jail services were entered into between the COUNTY and the out-of-county cities. Every effort will be made to manage the average daily population (ADP), including booking restrictions as a method to lower the ADP. The Bureau Chief shall have final authority on ADP reduction measures and will provide at least thirty (30) days' notice to the CITY to remove its inmates.

B. The maximum allowable population level for the CITY is eight (8) inmates per day, unless otherwise specified by the Bureau Chief.

Section 6 Placing CITY Inmates in Jail by Law Enforcement Personnel

Subject to the following conditions stated herein, and the constraints listed in Section 5, the COUNTY will accept arrested persons delivered to the Jail for confinement, including persons arrested for, or convicted of, violations of the CITY Municipal Code and will hold them until such time as they are lawfully discharged from custody pursuant to law, or returned to the custody of the CITY:

A. The CITY law enforcement personnel will follow all Jail procedures when presenting arrested persons for Booking.

B. The Jail will not receive a person into custody until the law enforcement personnel having custody of the person provides the Jail with proper documentation of the Jail's legal basis to hold the person in custody. Proper documentation will consist of either an arrest warrant, the order of a court of competent jurisdiction, or a properly completed Notice of Arrest on the form provided by the court into which the person is being cited.

C. The Jail will not receive a person into custody until the Jail has medically cleared the person as "fit for Jail."

D. CITY Inmates shall be billable to the CITY when:

1. The CITY Inmate is being held on violation of a misdemeanor or gross misdemeanor, on a warrant or court order issued by the CITY'S Municipal Court; and

2. The inmate is not being held on any active COUNTY felony charge; and

3. The inmate is not a Federal Inmate who can be removed by the Federal agency

without regard to local charges; or when

4. The CITY Inmate is being held on violation of a misdemeanor or gross misdemeanor, on a warrant or court order issued by the CITY'S Municipal Court and the inmate is also being held by the State for violation of the Offender Accountability Act and the CITY will not allow the State to move the inmate.

E. CITY Inmates shall not be billable to the CITY when:

1. The CITY Inmate receives a personal recognizance release, posts bail, or finishes serving a sentence on that charge;

2. The charge against the CITY Inmate is either dismissed, not filed, or otherwise withdrawn;

3. Charges, other than the CITY charges, that require the CITY Inmate's custody in Jail remain unsatisfied.

Section 7 Walk In Commitments

Subject to the following conditions, and the constraints listed in Section 5, the COUNTY will accept persons sentenced to a term of confinement to Jail by a CITY Municipal Court, including persons convicted of violations of the CITY Municipal Code and will hold them until such time as they are lawfully discharged from custody pursuant to law and the terms of the judicial Order of Commitment, or returned to the custody of the CITY:

A. A person reporting for commitment will not be accepted for Booking until the COUNTY receives a valid judicial Order of Commitment from the CITY Municipal Court and the Jail has medically cleared the person reporting for commitment as "fit for Jail."

B. A person reporting for commitment will not be considered a CITY Inmate for the purposes of this Agreement until the person is accepted for Booking. In the event that a person reporting for commitment is not accepted for Booking, the Jail will notify the CITY Municipal Court of the person's non-acceptance and the reason for the non-acceptance. Notification will occur on the same day if the non-acceptance occurs during a Business Day or on the following Business Day if the non-acceptance occurs after the end of a Business Day.

Section 8 Rules Relating to Inmates in Custody

A. Persons convicted of violations of the CITY Municipal Code may earn early release time of up to one-third (1/3) of the total sentence as authorized by Chapter 9.94A RCW.

B. Investigators directed by the CITY attorney or CITY police officers will have the right to interview CITY inmates inside the confines of the Jail, subject to necessary operational and security rules. Interview rooms will be made available on an equivalent basis to all jurisdictions with inmates in the Jail.

C. CITY Inmates will be subject to all applicable rules of the Jail, including any emergency security rules imposed by the Bureau Chief. It is expressly agreed by the CITY that visitation and telephone privileges of CITY inmates, if any, will be the same as COUNTY inmates and subject to applicable requirements of law.

D. The Jail will be administered by the COUNTY in accordance with the rules, regulations, and ordinances of the COUNTY and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of COUNTY jails.

E. CITY Inmates may participate in Community Corrections Programs as detailed in Attachment C.

Section 9 Fees

A. The CITY will pay the COUNTY fees for services as follows:

1. Booking Fee: A fee shall be assessed for the Booking of CITY Inmates by or on behalf of the CITY into the Jail. It is the only fee charged for inmates released within four (4) hours of Booking into the Jail.

2. Daily Maintenance Fee: A daily maintenance fee shall be assessed for each calendar day that a CITY Inmate is housed in the Jail. This fee shall not be charged for inmates released within four (4) hours of Booking.

B. The 2011 rates for the Booking and Daily Maintenance Fees shall be ninety dollars ($90) per Booking and sixty-two dollars and fifty cents ($62.50) per day for each housing day.

C. The 2011 rates outlined in Section 9(B) will increase each calendar year during the term of this Agreement by a rate equal to ninety percent (90%) of the Bureau of Labor Statistics Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area, measured from June of the prior year to June of the current year. In no event shall the increase be greater than three percent (3%) per calendar year.

D. The billing process calculates booking and daily inmate charges using proportional methodology. The process for proportional billing is described in Attachment A, and hereby incorporated by reference. If multiple jurisdictions have an

open misdemeanor charge on an individual, the jurisdictions will share the cost as long as an open charge persists for that agency. A contract agency is billed for booking an individual for its misdemeanor charge or charges. If there are open charges with more than one contract agency, each agency will be billed in equal portions. The same process applies for determining the daily billing. When a contracting agency's charge is closed, that agency drops from the proportional billing process. The proportional billing is recalculated without that agency. If an agency has multiple open misdemeanor charges, the agency is only billed as one element of the proportional booking process, equal to all others with open misdemeanor charges. Additionally, there will be no partial days billed. The billing process looks at who is billable to whom each day and bills accordingly.

E. In July each year, the COUNTY will provide the CITY with rates for the following year by notice to the CITY, as provided in Section 17. The new fees will go into effect with the January billing of the following year.

F. Costs incurred for necessary medical services to CITY Inmates beyond routine medical examinations, tests, procedures, and prescriptions will be borne by the CITY in addition to the basic rates set out in Section 9(B). If the inmate suffers an injury while in the custody of the Jail, the COUNTY will bear all expenses not covered by the inmate's health insurance and/or public assistance. The Custody or Medical Supervisor(s) on duty in the Jail is hereby granted the authority to seek necessary medical services for CITY Inmates without consulting with CITY officials; PROVIDED, that when it appears that a CITY Inmate will incur unusual or substantial medical expenses due to illness, the COUNTY shall notify the CITY prior to seeking treatment, unless immediate treatment is required. If the Jail medical staff order immediate treatment, the COUNTY will notify the CITY as soon after the event as reasonably possible. The CITY and the COUNTY will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Snohomish County policies and procedures regarding HIPAA. The COUNTY will credit amounts received from the inmate's own health insurance and applicable public assistance before billing the CITY.

Section 10 First Appearance Video Court Hearings

Operation and fees associated with the CITY's use of the COUNTY's "Video Court" are described in Attachment B, attached hereto and hereby incorporated by this reference.

Section 11 Transport

A. The CITY agrees to be responsible for inmate transportation to and from the Jail for Court, except as identified in Attachment B, First Appearance Video Court Hearings, or as otherwise agreed by separate written agreement of the parties.

B. The COUNTY will provide transportation and guarding of CITY Inmates to and from medical facilities when the Jail Medical Supervisor has determined that such

treatment is necessary under Section 9(F). The CITY will furnish all other transportation of CITY Inmates unless otherwise agreed by separate written agreement of the parties.

Section 12 Method of Payment & Billing Dispute Resolution Procedure

A. The COUNTY shall transmit billings to the CITY monthly. Within thirty (30) days after receipt, the CITY shall pay the full amount billed.

B. Payments from the CITY shall clearly indicate that the payment is for Jail services and the period covered by the payment.

C. If the CITY disputes amounts billed, it has thirty (30) days following receipt of billing to notify the COUNTY of any alleged discrepancies calculating the amount the CITY owes the COUNTY. The CITY will provide the COUNTY with documentation for all alleged discrepancies. The COUNTY will respond to any alleged discrepancies within fifteen (15) working days of receipt of documentation. Credits for resolved discrepancies will be reflected on next billing cycle. The COUNTY will notify the CITY of all unresolved discrepancies.

D. Withholding of any amount billed or alleging that any party is in violation of any provision of this Agreement shall constitute a dispute, which shall be resolved as follows:

1. The Bureau Chief and CITY Police Chief or their designees shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, the dispute shall be appealed to the City Manager/Mayor of the CITY and the COUNTY Executive for settlement. If not resolved within thirty (30) days of referral, the City Manager/Mayor of the CITY and the COUNTY Executive may by mutual written consent 1) apply to the Presiding Judge of the Snohomish County Superior Court for appointment of an arbitrator whose decision shall be final and binding on both parties, OR 2) may invoke the procedures set out in RCW 39.34.180 (3) for binding arbitration. Each party shall pay one-half of any arbitration fees.

2. Any amount withheld from a billing, which is determined to be owed to the COUNTY pursuant to the dispute resolution procedure described herein, shall be paid by the CITY within thirty (30) days of the date of the negotiated resolution or arbitration determination.

3. Any undisputed billing amount not paid by the CITY within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the COUNTY as a result of the billing dispute resolution procedure that are not paid within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the COUNTY by the CITY, shall be binding on the parties and shall not be subject to legal question either directly or collaterally. This provision shall

not limit a CITY's ability to challenge or dispute any billings that have been paid by the CITY.

4. If the CITY fails to pay a billing within forty-five (45) days of receipt, the COUNTY will notify the CITY of its failure to pay and the CITY shall have ten (10) days to cure non-payment. In the event the CITY fails to cure its non-payment, the CITY shall be deemed to have waived its right to house CITY Inmates in the Jail and, at the COUNTY's request, will remove all CITY Inmates already housed in the Jail within thirty (30) days. Thereafter, the COUNTY, at its sole discretion, will accept no further CITY Inmates until all outstanding bills are paid.

G. The COUNTY may charge an interest rate equal to the interest rate on the monthly COUNTY investment earnings on any undisputed billing amount not paid by the CITY within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the COUNTY as a result of the billing dispute resolution procedure.

H. Each party many examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately.

Section 13 Indemnification

A. The COUNTY shall indemnify and hold harmless the CITY and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission, tortious actions, or civil rights violations under State or Federal law of the COUNTY, its officers, agents, and employees, or any of them related to the services provided under this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the CITY, the COUNTY shall defend the same at its sole cost and expense; provided, that, the CITY retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the CITY and its officers, agents, and employees, or any of them, or jointly against the CITY and the COUNTY and their respective officers, agents, and employees, or any of them, the COUNTY shall satisfy the same.

B. The CITY shall indemnify and hold harmless the COUNTY and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission, tortious actions, or civil rights violations under State or Federal law of the CITY, its officers, agents, and employees, or any of them related to the arrest or confinement of a CITY Inmate. In the event that any suit based upon such a claim, action, loss, or damage is brought against the COUNTY, the CITY shall defend

the same at its sole cost and expense; provided that the COUNTY retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the COUNTY, and its officers, agents, and employees, or any of them, or jointly against the COUNTY and the CITY and their respective officers, agents, and employees, or any of them, the CITY shall satisfy the same.

C. In the event of the concurrent negligence, tortious action, or civil rights violations of the parties, the COUNTY's and the CITY's obligations hereunder shall apply to the percentage of fault attributable to the COUNTY and CITY or the COUNTY's and CITY's agents, employees, or officials respectively.

D. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's indemnity under Washington's Industrial Insurance act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide a full and complete indemnity of claims made by the parties' employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

E. In executing this agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility, which arises in whole or in part from the existence or effect of the CITY Municipal Code, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY Municipal Code, rule or regulation is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

F. The terms of Section 13 shall survive the termination or expiration of this Agreement.

Section 14 Non-waiver of Rights

Except as provided in subsections 13(D), no waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to, or waiver of, any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The parties are entitled to all remedies in law or equity.

Section 15 No Creation of or Expansion of Duty to Supervise; No Partnership or Joint Venture

A. Nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the COUNTY. By agreeing to provide the Jail services described herein to the CITY, the COUNTY is not agreeing to any supervision of CITY

inmates except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the CITY, the CITY Municipal Court, or the CITY Municipal Court's probation department to the COUNTY of its duty of supervision.

B. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

Section 16 Modification / Amendment

A. All provisions of this Agreement may be modified and amended with the mutual written consent of the parties. This Agreement may not be modified orally. Modification must be accomplished with the same formalities as are required for execution of this Agreement.

B. The CITY and COUNTY may elect, by mutual agreement, to re-open negotiations for the express purpose of changing the CITY's agreed upon maximum allowable population level in the following calendar year. If the CITY and COUNTY are not able to come to an agreement on a change in the agreed upon maximum allowable population level, the current year's agreed upon maximum allowable population level shall remain the same in the following year.

C. In the event of a change in State law or a ruling from a precedent setting court that significantly impacts the incarceration of CITY Inmates, the COUNTY and the CITY may re-open negotiations to amend the agreed upon maximum allowable population level used in the current year and following year.

Section 17 Legal Requirements. Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

The CITY shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the CITY of its compliance with the requirements of Chapter 2.460 SCC. If the CITY is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the COUNTY's discretion. This provision shall not affect the CITY's obligations under other federal, state, or local laws against discrimination.

Section 18 Notices

A. All notices required by this Agreement to be given to the COUNTY shall be made in writing and personally delivered or sent by certified mail to the Bureau Chief.

B. All notices required by this Agreement to be given to the CITY shall be made in

writing and personally delivered or sent by certified mail to the City Manager/Mayor of the CITY or his/her designee.

Section 19 Entire Agreement

A. This Agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

B. Nothing in this Agreement shall limit the ability of the COUNTY to contract with other entities at different rates or terms.

Section 20 Force Majeure

In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

Section 21 Severability

If any provision of this Agreement is found to be invalid or contrary to law, the remainder of this Agreement shall not be affected thereby.

Section 22 Filing

Pursuant to Chapter 39.34 RCW, a copy of this Agreement as fully executed shall be filed by the COUNTY with the County Auditor and by the CITY with the City Clerk.

IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement by subscribing their names as follows:

| SNOHOMISH COUNTY | CITY OF SAMMAMISH |
|---|---|
| _____ | _____ |
| Aaron Reardon Date | Print Name: _____ Date |
| COUNTY EXECUTIVE | MAYOR/CITY MANAGER |
| ATTEST: | APPROVED AS TO FORM: |
| _____ | _____ |
| Date | Print Name: _____ Date |

CITY ATTORNEY

APPROVED AS TO FORM ONLY:

4/28/14

Deputy Prosecuting Attorney Date

## ATTACHMENT A
## PROPORTIONATE BILLING

Each day the COUNTY shall examine the open charges for each active booking and apply uniform rules for determining billable charges and identifying the billable agencies.

The procedure for selecting the billable charges and responsible agencies is outlined below. The program proceeds in sequence through the series of steps only as far as needed to isolate a billable charge and determine the agency responsible for payment.

1. Select all felony charges. If there is more than one, go to Rule #2. If there is a felony but no State DOC hold, do not bill. If there are no felony charges, go to Rule #5.

2. Select the Arresting Agency DOC-Parole-Olympia. If there is no other arresting agency charges, determine if charge is State DOC and bill accordingly.

3. If there is a State DOC hold and additional local charges (Snohomish County or contracting cities; felony, misdemeanor, or gross misdemeanor) do not bill.

4. If there is a State DOC hold and non-local additional charges (from other county and municipal agencies not contracting services with Snohomish County), bill State DOC.

5. Select all open misdemeanor charges. Bill the arresting agency. If there are open charges with more than one contract agency, go to Rule #6.

6. If there are open misdemeanor charges with multiple contract agencies, bill each agency in equal portion (e.g., two agencies 50/50). If an agency has multiple open misdemeanor charges, the agency is only billed as one element of the proportional booking process, equal to all others with open misdemeanor charges.

   **Example: If municipal agency A has one open misdemeanor and municipal agency B has two open misdemeanor charges at the same time, each agency is billed for 50% of the day.**

7. When an agency's charge is closed, that agency drops from the proportional billing process. The proportional billing is recalculated without that agency.

   **Example: Municipal agency A has one open misdemeanor and municipal agency B has an open misdemeanor charge. Municipal agency B's charge is closed. Agency A is billed for 100% from then on.**

8. When there is a Snohomish County misdemeanor charge and contract agency misdemeanor charge, the County is billed its proportional share.

# ATTACHMENT B
# FIRST APPEARANCE VIDEO COURT HEARINGS

## Section 1 Definitions

The term "Video Court" shall include, by way of example but not by way of limitation, the following types of services: use of County video camera(s), audio technology, and the video courtroom facility, the scheduling of inmates for video court, the moving of inmates to and from video court, the processing of court paperwork, and the faxing of court paperwork to and from the City's municipal court for signatures.

## Section 2 Use of Video Court

The COUNTY will provide use of their video courtroom to the CITY at a mutually agreed upon schedule and time. The County's video court operates Monday through Friday, and the initially agreed upon reserved time slot for CITY use of the video court is 14:30 to 16:00. The reserved time slot may be changed by agreement of the parties.

## Section 3 Video Court Fee

A. The CITY agrees to pay one hundred twenty-five dollars ($125.00) per hour for use of Video Court. The hourly rate shall be rounded to the nearest 15 minute interval. If the use of the Video Court is eight (8) minutes or less, the time interval shall round down; if the use is greater than eight (8) minutes, the interval shall round up.

B. The COUNTY will bill the CITY for Video Court services rendered each month by adding a separate column to the CITY's invoice labeled "Video Court".

## Section 4 Video Court Operations

Video court operations between the COUNTY and the King County District Court shall be governed by a set of standard operating procedures to be developed jointly between the COUNTY, the CITY, and the King County District Court.

## Section 5 Transportation to First Appearance Hearings In Lieu of Video Court

A. In the event of a technical problem with video court that the COUNTY or CITY is unable to repair in a timely manner, the COUNTY agrees to transport City inmates to the appropriate court for first appearance before a judge.

B. Due to non-operation of video court on Saturdays, the COUNTY also agrees to transport CITY inmates on Saturdays to the appropriate Court as determined by the CITY at the proper time for the CITY's first appearance calendar in that Court.

C. Transport services as described in this Attachment B will be paid for by the CITY at a rate of seventy-five dollars ($75.00) per hour. If however inmate transports to the City's municipal court for first appearance hearings need to be accomplished by two custody deputies instead of one, the City will be billed at a rate of one hundred twenty-five ($125.00) per hour. The hourly rate, regardless of the dollar amount, shall be rounded to the nearest fifteen (15) minute interval. If the time is eight (8) minutes or less, the time interval shall round back; if the time is greater than eight (8) minutes, the interval shall round forward. Time shall be calculated from the time the transport leaves the COUNTY jail sallie port until the time the transport returns to the COUNTY jail sallie port. In all cases the COUNTY will have the sole responsibility to determine the number of custody deputies needed to complete the transport.

D. The COUNTY will bill the City for first appearance hearing transport services rendered each month by adding a separate column to the CITY's invoice labeled "First Appearance Hearing Transport."

# ATTACHMENT C
# COMMUNITY CORRECTIONS OPTIONS

## Section 1 Definitions

A. "Community Corrections Programs" means alternative sentencing programs offered by the COUNTY to the CITY pursuant to this Agreement, including Electronic Home Detention, Work Education Release, and Work Crews. The Community Corrections Programs are more fully defined and described in Section 2 of this Exhibit. "Community Corrections Program" or "Program" means any one of the Community Corrections Programs.

B. "Electronic Home Detention" or "EHD" means the ability of a qualified inmate to serve their sentence at home while maintaining their employment and residence. EHD is accomplished through a number of devices including, a traditional radio frequency device, global positioning system, and an in-home alcohol monitoring. EHD includes in-home alcohol monitoring via a testing machine located at the offender's residence.

C. "Work Crew" means in-custody work crews that leave the facility to complete work at the direction of corrections personnel. The work may include but is not limited to road-side clean up, salmon habitat restoration, cleaning, and other manual labor jobs.

D. "Work Release" means the ability of a qualified inmate to serve his sentence at the Work Release facility but leave the facility to attend the inmate's job and then return to the facility when not at work.

## Section 2 Eligibility and Acceptance into Community Corrections Programs

CITY inmates held in the custody of the COUNTY may serve their time in a Community Corrections Program if Program services are available and if all of the following requirements are met:

A. The CITY Inmate has been screened by the COUNTY and the COUNTY has found that the CITY Inmate meets all statutory and Program Eligibility Requirements; and

B. The CITY Inmate has been ordered into the Program by the CITY's Municipal Court.

## Section 3 Transfers of CITY Inmates into the Community Corrections Program

A. The COUNTY will transfer a CITY Inmate meeting the eligibility requirements set forth in Section 2(A) of this Attachment into the Community Corrections Program effective on the date agreed to by the CITY and the COUNTY.

B. A person not in the County's custody may be transferred to the Program by the CITY if the person is then in CITY custody or (2) by the person reporting for commitment presenting himself or herself to the COUNTY, in either case on the date, time, and place agreed to by the CITY and the COUNTY.

Section 4 Fees

The Work Release Daily Fee and the Work Crew Daily Fee shall be forty-two dollars ($42) per day for each housing day, which are in lieu of the Daily Maintenance Fee required under the Section 9(A) of the Interlocal Agreement for Jail Services. The EHD Daily Fee, which is also in lieu of the Daily Maintenance Fee, shall be sixteen dollars ($16) per day.

If a CITY Inmate is participating in a Community Corrections Program on charges from multiple jurisdictions, the CITY will be billed for its fractional share (based on the number of jurisdictions) of the Program charges, PROVIDED, HOWEVER, that the COUNTY may refuse Program admission for a CITY Inmate if any of those multiple jurisdictions (other than the COUNTY) have not entered into an agreement in substantially the same form as this Agreement. For purposes of this subsection, the COUNTY will be considered the financially responsible jurisdiction for all State agency-filed misdemeanor and gross misdemeanor charges.

Section 5 Termination of CITY Inmate from Community Corrections Program

A. Once a CITY inmate is taken into a Community Corrections Program, the inmate shall remain in the Program for the remainder of his or her term of confinement, unless:

1. The CITY Municipal Court orders the CITY Inmate terminated from the Program or otherwise amends its earlier order;

2. The CITY Inmate is no longer eligible for, and is terminated by the COUNTY from the Program. The termination decision shall be made by the COUNTY, in its sole discretion, and is not subject to review. An inmate who was previously found to be eligible may be found ineligible to continue in a Program either (1) because of actions by the inmate while within the Program (including but not limited to violation of rules established by the COUNTY or a new criminal conviction) or (2) due to newly discovered information which, if known to the COUNTY during initial screening, would have rendered the inmate ineligible on either statutory or Program grounds.

B. A CITY Inmate who is terminated by the COUNTY from a Program shall

1. If then in the physical presence or custody of the COUNTY by virtue of his or her participation in a Program, be taken into custody by the COUNTY and transported to the COUNTY Jail to serve the remainder or his or her term of confinement; or

2. If not then in the physical presence or custody of the COUNTY by virtue of his or her participation in a Program, become the immediate responsibility of the CITY for all purposes including, but not limited to, duty to apprehend.

C. If the participation of a CITY Inmate in a Community Corrections Program is terminated by the COUNTY pursuant to Section 5(A)(2) of this Attachment, the COUNTY shall notify the CITY and the CITY Municipal Court in writing within twenty-four (24) hours following the termination. Upon termination, the CITY shall be responsible for notifying the CITY Municipal Court and, if appropriate, seeking revision of the CITY Municipal Court's order. The COUNTY will contact the CITY Law Enforcement agency to notify them of the violation.

D. In the event that a CITY Inmate is terminated from a Community Corrections Program and is transferred to the COUNTY Jail pursuant to Section 5(B)(1) of this Exhibit, the CITY shall be billed for the day in which the transfer occurs pursuant to Section 9 of the Interlocal Agreement for Jail Services Agreement.

E. In the event that the CITY inmate is terminated from a Community Corrections Program on a day in which he or she has not received services pursuant to this Agreement, the COUNTY shall not bill the CITY for that day.

F. In addition to fees charged to the CITY pursuant to this Agreement, the COUNTY may also charge CITY Inmates directly for daily monitoring costs (as noted in the vendor contract) associated with their participation in a Program, i.e., for EHD and if applicable work release charges, at the same rate and under the same circumstances as COUNTY inmates are charged.

# SAMMAMISH JAIL CONTRACTS

**Updated 6/14/2011**

## ISSAQUAH CITY JAIL

| | Booking Fee | Bed Fee | Total First Day | Additional Days |
|---|---|---|---|---|
| **2007** | $ - | $ 60.00 | **$ 60.00** | **$ 60.00** |
| **2008** | $ - | $ 60.00 | **$ 60.00** | **$ 60.00** |
| **2009** | $ - | $ 80.00 | **$ 80.00** | **$ 80.00** |
| **2010** | $ - | $ 85.00 | **$ 85.00** | **$ 85.00** |
| **2011** | $ - | $ 90.00 | **$ 90.00** | **$ 90.00** |

Memorandum of Understanding 30-day notice to withdraw.
Medical/Medication actual cost, Court Transport $45.00 per hour

| | |
|---|---|
| **Inmate Days 2009** | **743** |
| **Inmate Days 2010** | **821** |

## KING COUNTY JAIL

| | Booking Fee | Bed Fee | Total First Day | Additional Days |
|---|---|---|---|---|
| **2007** | $ 197.23 | $ 103.17 | **$ 300.40** | **$ 103.17** |
| **2008** | $ 208.67 | $ 109.10 | **$ 317.77** | **$ 109.10** |
| **2009** | $ 220.77 | $ 115.36 | **$ 336.13** | **$ 115.36** |
| **2010** | $ 233.58 | $ 122.24 | **$ 355.82** | **$ 122.24** |

Contract expires 12-31-2016

| | |
|---|---|
| **Inmate Days 2009** | **246** |
| **Inmate Days 2010** | **319** |

## KING COUNTY JAIL, 11/1/2010 - 12/31/2010

| | Booking Fee | Maintenance Charge | Work Release | Total First Day | Additional Days |
|---|---|---|---|---|---|
| **Jail** | $ 341.82 | $ 110.52 | | **$ 452.34** | **$ 110.52** |
| **Work Release** | $ 341.82 | | $ 83.17 | **$ 424.99** | **$ 83.17** |

| **Potential Surcharges** | **Fee per Day** | **Fee per Hour** |
|---|---|---|
| **Infirmary Care** | $ 160.89 | |
| **Non-Acute Psy** | $ 65.90 | |
| **Acute Psy** | $ 220.54 | |
| **Guarding City Inmate** | | $ 54.95 |

## KING COUNTY JAIL, 2011

| | Booking Fee | Maintenance Charge | Work Release | Total First Day | Additional Days |
|---|---|---|---|---|---|
| **Jail** | $ 380.21 | $ 119.62 | | **$ 499.83** | **$ 119.62** |
| **Work Release** | $ 380.21 | | $ 80.19 | **$ 460.40** | **$ 80.19** |

| **Potential Surcharges** | **Fee per Day** | **Fee per Hour** |
|---|---|---|
| **Infirmary Care** | $ 182.86 | |
| **Non-Acute Psy** | $ 68.57 | |
| **Acute Psy** | $ 240.92 | |
| **Guarding City Inmate** | | $ 56.33 |

## SNOHOMISH COUNTY JAIL 2011

| | Booking Fee | Maintenance Charge | Work Release | Total First Day | Additional Days |
|---|---|---|---|---|---|
| **Jail** | $ 90.00 | $ 62.50 | | **$ 152.50** | **$ 62.50** |

## YAKIMA COUNTY JAIL

| | Booking Fee | Bed Fee (Up to 340) | Medical | Total |
|---|---|---|---|---|
| **2007** | $ - | $ 65.09 | $ 6.38 | **$ 71.47** |
| **2008** | $ - | $ 68.34 | $ 6.70 | **$ 75.04** |
| **2009** | $ - | $ 71.76 | $ 7.04 | **$ 78.80** |
| **2010** | $ - | $ 75.35 | $ 7.39 | **$ 82.74** |

Contract expired 12-31-2010.
If the total number of beds used by contract Cities exceed 340, additional beds are provided at about 40% of the Bed Fee

| | |
|---|---|
| **Inmate Days 2009** | **The City contracts for a minimum of 1.5 jail beds. In 2009 we did not exceed our minimum.** |
| **Inmate Days 2010** | **The City contracts for a minimum of 1.5 jail beds. In 2010 we did not exceed our minimum.** |

# City Council Agenda Bill

**Meeting Date:** **June 20, 2011** Date Submitted: June 14, 2011

**Originating Department:** Public Works

**Clearances:**

- [x] City Manager
- [x] Attorney
- [ ] Admin Services
- [x] Community Development
- [ ] Finance & IT
- [ ] Fire
- [ ] Parks & Recreation
- [ ] Police
- [x] Public Works

**Subject:** Title 13 – Surface Water Management – Minor Amendment

**Action Required:** Consent - Adopt Minor Amendment

**Exhibits:** N/A

**Budget:** N/A

**Background:** On May 16, 2011 the City Council adopted a new Title 13 – Surface Water Management along with a bifurcated Surface Water Design Manual and Addendum. During deliberation, the City Council also adopted rate adjustment language to allow for flexibility in collection in surface water management fees (e.g. for schools).

While codifying Title 13, staff noted that a section was inadvertently omitted from the rate adjustment language adopted by the City Council. This proposed motion would correct the inadvertent omission of an option to allow reduction in surface water management fees for projects that entirely own and maintain their water control and quality surface water facilities.

The language would read as follows:

> "The parcel is served by one or more flow control or water quality treatment facilities required under SMC 13.20, or can be demonstrated by the property owner to provide flow control or water quality treatment of surface and storm water to the standards in SMC 13.20, and any such facility is maintained at the expense of the parcel owner to the standards required by the department. In addition to the previous requirement, any source control best management practices applicable to the facilities or activities occurring on the parcel must be implemented pursuant to the standards in SMC 13.30 to prevent contaminants from entering surface water, storm water, or ground water. Nonresidential parcels except in the light category qualifying under this subsection shall be charged at the rate of one lower rate category than as classified by its percentage of impervious surface coverage;"

This provision allows the City to reduce the stormwater bill for local commercial sites that maintain their facilities in accordance with City standards and is consistent with prior practice.

**Financial Impact:** N/A

**Recommended Motions:** Adopt minor amendment to Title 13.

# City Council Agenda Bill

**Meeting Date:** **June 20, 2011** Date Submitted: June 14, 2011

**Originating Department:** Parks and Recreation

**Clearances:**

- ☒ City Manager
- ☒ Attorney
- ☐ Admin Services
- ☐ Community Development
- ☐ Finance & IT
- ☐ Fire
- ☒ Parks & Recreation
- ☐ Police
- ☐ Public Works

**Subject:** Evans Creek Preserve Phase IB: Upper Parking Lot, Trail and Lower Plaza - Authorization of Construction Contract.

**Action Required:** Authorize the City Manager to award and execute a contract with Tiger Construction and Excavation, Inc. for construction of a parking lot, trail and plaza at Evans Creek Preserve.

**Exhibits:** 1. Bid Tab

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

## Summary Statement:

The scope of work for this construction contract at Evans Creek Preserve includes demolition of existing structures, asbestos abatement, clearing and grading, removal of existing vegetation, earthwork, construction of drainage facilities, construction of a 10 stall gravel parking lot, paving, a 4' wide ADA gravel trail, 375 linear feet of boardwalk, a gravel plaza, trail head kiosks, a parks entry sign, site furnishings and site restoration.

The design package for construction of Phase IB was advertised for public bid in May 2011. Bids were opened on June 1, 2011 and a total of 4 bids were received. Staff evaluated the bids and Tiger Construction was identified as the lowest responsible bidder.

Tiger Construction and Excavation, Inc. submitted a bid in the amount of $349,656.58 + WSST, which is approximately $30,000 below the engineer's estimate of $410,000, and approximately $58,000 below the next lowest bid submitted. Staff performed a detailed reference check and determined that Tiger Construction and Excavation, Inc. is both responsive and responsible.

## Background:

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.

City Council Agenda Bill

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 design and construction drawings.

**Phase IA** - Construction of approximately 1.75 miles of gravel and soft surface trails, boardwalks, puncheons, turnpikes, viewing platforms, invasive removal and wetland and buffer restoration. To date, the Washington Trails Association and City of Sammamish volunteer work parties have constructed over 1.25 miles of trails, making it one of the largest City volunteers efforts since incorporation. Construction of Phase IA will be complete by the end of September.

**Phase IB** - The project includes environmental protection, asbestos abatement, demolition of existing structures, clearing and grading, removal of existing vegetation, earthwork and drainage facilities, construction of a 10 stall gravel parking lot, paving, a 4'wide ADA gravel trail, 375 linear feet of boardwalk, a gravel plaza, trail head kiosks, a parks entry sign, site furnishing and site restoration. Construction will be complete by the end of September.

## Financial Impact:

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

The total authorization amount requested for this contract is $349,656.58 + WSST. This includes a total bid of $349,656.58 + WSST and a $40,000 construction contingency to be administered by the City Manager.

The remaining budget funds have been allocated towards professional support services (civil engineering); permit fees (processed by King County); trail construction costs (contract with WTA and materials for construction); purchase of a restroom building, a shed, and a pedestrian bridge.

It is anticipated that this project will come in under budget.

## Recommended Motion:

Move to accept the bid from Tiger Construction and Excavation, Inc. as the lowest responsible and responsive bid for the Phase IB Improvements at Evans Creek Preserve and authorize the City Manager to execute a contract with Tiger Construction and Excavation, Inc. in the amount of $349,656.58 + WSST and to administer a $40,000 construction contingency on the project.

Exhibit 1

# City of Sammamish - BID OPENING

Parks and Recreation

Evans Creek Preserve Phase IB: Upper Parking Lot, Trail and Lower Plaza

June 1, 2011 - 2:00 PM (local time)

| Bidder | Schedule A | Schedule B | Schedule C | Schedule D | Schedule E | Schedule F | Total Bid | Total Bid + WSST (8.6%) |
|---|---|---|---|---|---|---|---|---|
| CA Goodman Construction Company, Inc. | $333,914 | $50,036 | $44,912 | $65,360 | $2,500 | $2,500 | $499,222.00 | $542,155.09 |
| Tiger Construction and Excavation, Inc. | $235,640 | $25,200 | $37,700 | $47,116.58 | $2,000 | $2,000 | $349,656.58 | $379,727.05 |
| Paul Brothers, Inc. | $319,372 | $26,692 | $30,150 | $60,585 | $1,250 | $1,550 | $439,599.00 | $477,404.51 |
| Santana Trucking and Excavation, Inc. | $290,615 | $26,800 | $29,400 | $46,000 | $5,000 | $5,000 | $402,815.00 | $437,457.09 |

**Notes:**

| | |
|---|---|
| Schedule A | Construction of Upper Parking Lot, North Trail, Lower Plaza and Access Drive |
| Schedule B | Construction f the South Trail |
| Schedule C | Installation of Boardwalk Pier Blocks |
| Schedule D | Installation of Boardwalk Structure |
| Schedule E | Cost of Unanticipated Unsuitable Material |
| Schedule F | Cost of Unanticipated Select Fill |

**Apparent Low Bidder:** **Tiger Construction and Excavation, Inc.**

Engineers Estimate $410,000

Lowest responsible bid is base on the TOTAL BID PRICE for ALL Schedules. All, non or any combination of bid schedules A through F may be awarded. (Award date anticipated June 20, 2011)

# City Council Agenda Bill

**Meeting Date:** **June 20, 2011** Date Submitted:

**Originating Department:** City Manager

**Clearances:**

- ☒ City Manager
- ☒ Attorney
- ☒ Admin Services
- ☐ Community Development
- ☒ Finance & IT
- ☐ Fire
- ☐ Parks & Recreation
- ☐ Police
- ☐ Public Works

**Subject:** Amendment to Contract C2010-168 with Code Publishing for Municipal Code Updates

**Action Required:** Authorize City Manager to Sign the Amendment

**Exhibits:**
1. Contract
2. Amendment

**Budget:** $20,000 in Professional Services 001-018-514-30-41-00

**Summary Statement:** Expenses for codification of the Sammamish Municipal code were higher than anticipated for 2011. Therefore it is necessary to amend the contract with Code Publishing for and additional $5,000.

**Background:** The city has been using Code Publishing for municipal code updates since 2003 when the municipal code was adopted. This year there have been several large updates including Title 21B Town Center Development Regulations, Transfer of Development Rights, Wireless Code Amendments, Title 23 Code Compliance, Title 13 Surface Water Management and Electric Vehicle Charging Stations as well as many smaller code modifications. This contract also includes updating the code on the website. There will be additional updates required to the code when the Shoreline Master Plan and Title 24 Comprehensive Plan are completed.

**Financial Impact:** $5,000

**Recommended Motion:** Authorize the City Manager to sign the amendment with Code Publishing.

Exhibit 1

C2010-168

# CITY OF SAMMAMISH

## PERSONAL/PROFESSIONAL SERVICES AGREEMENT (SF)

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and **CODE PUBLISHING**, hereafter referred to as the "Contractor".

WHEREAS, the City has a need to have certain services performed; and

WHEREAS, the City desires to have the Contractor 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 on Exhibit "A" attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.

2. **Compensation and Method of Payment**. The City shall pay the Contractor for services rendered the sum of $14,500. Upon completion of the services, the Contractor shall submit an invoice to the City and payment thereon shall be made within ten days following City Council approval.

3. **Duration of Agreement**. This Agreement shall be in full force and effect from the date of execution through December31, 2011.

4. **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. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.

5. **Indemnification**. The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, or employees.

6. **Termination**. This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least seven days advance written notice of intent to terminate.

7. **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.

8. **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 party. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

9. **Applicable Law.** 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.

CONTRACTOR: Code Publishing

By: Mary A. Burton

DATE: 12-2-10

Address: 9410 Roosevelt Way NE

City: Seattle

State: WA Zip: 98115

Phone: (206) 527-6831

Social Security No. or Tax Identification No. 91-1473437

CITY OF SAMMAMISH, WASHINGTON

By: _____

~~City Manager~~

Mike Sauerwein

Dir of Admin Services

DATE: 12-6-201

Exhibit 1

Attest/Authenticated:

_____
City Clerk

Approved as to form:

_____
City Attorney

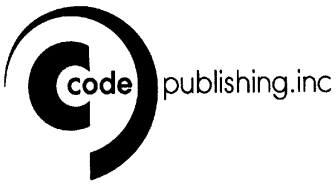
Exhibit 1

# EXHIBIT A

## Scope of Services to be Provided by Contractor

The Contractor shall furnish the following services:

Exhibit 1




**Scope and Cost of Work**
**Sammamish, WA**
**2011 Contract Exhibit**

The following is a Scope of Work to be performed by Code Publishing Company for the *City of Sammamish, WA.* Code Publishing will:

1. Supplement all codifiable ordinances to include: editing, proofing, indexing and updating tables, together with providing instruction and checklist pages matching existing page style.
2. Digitize graphics, charts and tables.
3. Print 20 sets and/or provide print-image files for in-house printing.
4. Update *Folio VIEWS 4.x* electronic infobase after each supplement.
5. Update HTML file set for files hosted on CPC Internet server.
6. Provide an Internet service to host the code.

| | |
|---|---|
| • Supplement code | $19.50 per page |
| • Tables, graphics, maps & charts additional | $15.00 per page |
| • Print 30 sets | $0.10 per impression |
| • Provide print-image files for in-house printing | N / C |
| • Update *Folio VIEWS* and HTML files | $3.90 per page |
| • Annual Internet cost | $350.00 |
| • RTF download (annual) | $125.00 |

Exhibit 2

# SUPPLEMENTAL AGREEMENT

| | |
|---|---|
| Amendment Number:<br>One | Date: June 20, 2011 |
| Project: Municipal Code Updates | City Project number |
| Consultant: Code Publishing | Contract Number: C2010-168 |

The City of Sammamish desires to amend the agreement with Code publishing.

The changes to this agreement are described as follows: Add an Additional $5,000 for publishing services. All provisions in the basic agreement, including the Scope and Cost of Work 2011, remain in effect except as expressly modified by this amendment.

| **Original Contract Amount:** | **Current Contract Amount** | **Net Change This Amendment** | **Estimated Contract Total After Change** |
|---|---|---|---|
| $ 14,900 | $ 14,900 | $ 5,000 | $ 19,900 |

| | |
|---|---|
| Margaret O. Buston 6-13-11<br>Code Publishing Date | Approved:<br>City of Sammamish Date |

# STUDY SESSION NOTES

## Joint Study Session with Parks and Recreation Commission

**May 10, 2011**

Mayor Donald J. Gerend opened the study session of the Sammamish City Council at 5:30 p.m.

**Open Study Session** **5**:30 pm

**Public Comment**

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

**Topics**

- Department Report: Parks and Recreation
- Presentation/Discussion: Community Center Draft Concepts

**Break**

- Discussion: Surface Water Manual Update
- Discussion: Surface Water Fees for School Districts
- Planning Commission Hand-Off: Fundraising Sign Regulations
- Discussion: Transfer of Development Rights

**Adjournment** 10:00 pm

# COUNCIL MINUTES

# Regular Meeting

## May 16, 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, Michele Petitti and Nancy Whitten.

**Staff present:** City Manager Ben Yazici, Deputy City Manager Lyman Howard, Deputy Finance Director Aaron Antin, Public Works Director Laura Philpot, Senior Stormwater Engineer Eric LaFrance, Assistant City Manager/Community Development Director Kamuron Gurol, Senior Planner Evan Maxim, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Kari Sand, and City Clerk Melonie Anderson.

**Roll Call/Pledge of Allegiance**

Roll was called. Councilmember James led the pledge.

**Approval of Agenda**

**MOTION**: Councilmember Petitti moved to approve the agenda. Councilmember Curley seconded. Motion carried unanimously 6-0.

**Presentations**

- *Presentation: Government Finance Officers Association (GFOA) Financial Reporting Award* – President of the GFOA Mike Bailey presented the City with a plaque of achievement. Deputy City Manager Lyman Howard thanked him, the Finance Department and the City Council for helping to make this award possible.

- *Shoreline Master Plan Update*-Assistant City Manager/Director of Community Development Kamuron Gurol gave the update and showed a PowerPoint presentation *(presentation is available on the city's website at www.ci.sammamish.wa.us)*. The city has received a report from the Department of Ecology regarding the updated Shoreline Master Plan *(Click on the Department of Ecology website for the complete report and attached documents regarding the shoreline master plan at http://www.ecy.wa.gov/programs/sea/shorelines/smp/mycomments/sammamish.html)*. They have recommended some changes. The Shoreline Master Plan will not become effective until Department of Ecology has approved it.

**Public Comment**

Joe Lipinsky, 24128 NE 1st Place, He spoke regarding stormwater fees for Lake Washington and Issaquah School Districts. These fees could cost the districts up to $450,000 per year. Districts are already facing

budget deficits. Charging the districts these fees could increase the number of teachers that might be laid off.

Mike Collins, 2841 East Lake Sammamish Parkway SE, He believes the Shoreline Master Plan is a result of council and residents working together to develop this program. He feels the Department of Ecology is using Sammamish to create a strategy for dealing with Bellevue as they develop their master plan. He suggested using a facilitator to complete this task if necessary.

Daphne Robinson, Sammamish Art Commission Chair, She updated the Council on upcoming Art Commission programs. On June 7, 2011 a concert will be held at Presbyterian Church featuring the group "Simple Measures" The concert will begin at 7:30 pm. On June 8th the Commission will sponsor a reception for the artist Katherine Hasting. The title of the exhibit is "WaterLines" and will be on display at City Hall until August 31st. The Commission is sponsoring Shakespeare in the Part this summer. Ms. Robinson also encouraged residents to sign up for EGov Alerts, and choose "Arts Commission" to be kept up to date on what the Art Commission is doing.

Julie Carper, 261 259th Avenue NE, She is on the Rachel Carson Elementary School PTSA. She is not supportive if charging stormwater fees to the School districts. The district funds should be used for education.

Mary Jo Kahler, 21911 SE 20th Street, She represented Reid Brockway and read some prepared notes from him. He feels it is vital to establish a scientific Ordinary High Water Mark (OHWM) on Lake Sammamish. This will save residents time and money. However, this year is not the year to do the study due to poor maintenance of the weir that drains the lake to Sammamish slough. He supported postponing the study until the weir is properly repaired.

Rory Crispin, PO Box 40223, He was also supportive of delaying the study for the Ordinary High Water Mark study until the Lake Sammamish weir has been repaired.

Megan Bigbie, 215 259th Place NE, She was not supportive of charging stormwater fees to the school districts. She feels this action has not been well publicized.

**Consent Calendar**

**Payroll for period ending March 15, 2010 for pay date March 18, 2010 in the amount of $189,737.40**

**Payroll for period ending April 30, 2011 for pay date May 5, 2011 in the amount of $238,154.73**

**Approval: Claims for period ending May 16, 2011 in the amount of $577,084.50 for Check No.29176 through No. 29280**

**Ordinance: Second Reading Repealing Title 23 (Code Enforcement) And Re-Adopting A New Title 23A (Civil Code Compliance) Of The Sammamish Municipal Code (O2011-302)**

**Ordinance: Second Reading Amending Ordinance No. 02010-292, The 2011-2012 City Budget, For The Purpose Of Revising The 2011-2012 Biennial Budget (O2011-303)**

**Interlocal Amendment: Beaver Lake Volunteer Monitoring Program/King County**

**Approval: Minutes for the May 3, 2011 Regular Meeting**

MOTION: Councilmember Petitti moved to approve consent calendar. Councilmember Cross (arrived at 7:15 pm) seconded. Motion carried unanimously 7-0.

Council agreed to reorder the agenda to consider Item #9, Contract**:** Establishing the Ordinary High Water Mark/Duncanson before the public hearings.

**Contract: Establishing the Ordinary High Water Mark/Ducanson**

Public Works Director Laura Philpot gave the staff report. She explained that King County is planning on doing all the work necessary to repair the weir. In the meantime, the city will use the Department of Ecology study for Bellevue as our OHWM.

Councilmember Cross suggested having King County come to a meeting and explain the work they envision for the weir.

MOTION: Councilmember James moved to deny the contract with Duncanson and delay the study to some future date. Deputy Mayor Odell seconded. Motion carried 7-0.

**Public Hearings**

**Ordinance: Second 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**

Senior Stormwater Engineer Eric LaFrance gave the staff report and a PowerPoint presentation *(presentation is available on the city's website at www.ci.sammamish.wa.us)*. Language requiring soil amendment has been added for Council to consider. Language that allows rate adjustments and appeals has also been added which would allow the school districts to reduce their fees by increasing educational opportunities. He explained that the new National Pollutant Discharge Elimination Permit (NPDES) regulations are much more demanding in this regard.

Steve Rasmussen, Superintendent of Issaquah School District, He explained that the City and the districts could work together to establish new programs to help mitigate their charges. He said it would not cost the district any more money to provide these enhanced programs. As well, when schools are built or remodeled, the district could use Low Impact Development techniques. This will help reduce the stormwater run-off.

Councilmember Whitten was not comfortable with the adjustment plan going forward into the long-range future. She would like to see a sunset clause to the ordinance which would allow it to be reevaluated if the economy improves.

Deputy Mayor Odell asked for a yearly update from staff as to how the fee adjustment program is working.

Public Hearing opened at 8:05 pm.

Rory Crispin, Spoke previously. He spoke in support of the bifurcation of the stormwater program.

Ilene Stahl, 21553 SE 28th Lane, Representing Friends of Pine Lake. They are not supportive of the bifurcation of the stormwater manual. She feels all residents must take responsibility for the rivers, streams and lakes in our city.

Dr. Chip Kimball, Lake Washington School District Superintendent, He spoke in support of the city and the districts working together by providing increased education and offset their stormwater fee. He agrees that the district is in financial troubles, but more important is, changing behavior through education. This is a good investment for both the schools and the city.

Public Hearing closed at 8:16 pm

MOTION: Councilmember Curley moved to approve the ordinance 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. Councilmember James seconded.

AMENDMENT: Councilmember James moved to include the following language in Section 13.15(5) "The parcel is owned or leased by a public school district which provides activities which directly benefit the surface water management program. The activities may include: curriculum specific to the issues and problems of surface and storm water management, and student activities in the community to expose students to the efforts required to restore, monitor or enhance the surface and storm water management system. Pursuant to RCW 36.89.085, the amount of the rate adjustment shall be determined by the director based upon the cost of the activities to the school district but not to exceed the value of the activity to the surface water management program. Determination of which activities qualify for the surface water management service charge reduction will be made by the division. Reductions in surface water management service charges will only be granted to school districts which provide programs that have been evaluated by the division. The rate adjustment for the school district activity may be applied to any parcel in the service area which is owned or operated by the school district;" Councilmember Curley seconded. Amendment carried 7-0.

AMENDMENT: Councilmember Cross moved to eliminate the bifurcation of the Stormwater Manual and rewrite the ordinance so the 2009 Manual applies to all properties. Deputy Mayor Odell seconded. Motion failed 2-5 with Councilmember Cross and Deputy Mayor Odell voting in favor.

**AMENDMENT:** Councilmember Petitti moved to include the following language in the Storm Water Manual Addendum "Soil Amendments - All projects that propose 7,000 square feet of land disturbing activity, or more, are required to amend the soils in accordance with the 2009 King County Surface Water Design Manual. This requirement is intended to apply to all projects independent of what surface water design manual is used". Councilmember Curley seconded. Motion carried unanimously 7-0.

MAIN MOTION: Main Motion as amended carried unanimously 7-0 (O2011-304).

Council reached consensus that, as part of this program, city staff and schools districts would make a bi-annual report on the programs to see if the city is receiving educational value for the waiving of fees.

**Ordinance: First Reading Adopting Provisions To Authorize Fundraising Signs And Establishing Development Standards Codified Into Chapter 45 Of Title 21A Of The Sammamish Municipal Code**

Mr. Gurol gave the staff report and showed a PowerPoint presentation *(presentation is available on the city's website at www.ci.sammamish.wa.us)*. He will check to see if this ordinance will include the requirement of a permit with associated fees for these types of signs. If so, should the fee be reduced, since this ordinance pertains only to non-profits? He will bring proposed language to the next meeting. He encouraged council to contact staff with any other changes they would like to see in the ordinance. Senior Planner Evan Maxim explained his understanding behind why there is a recommendation for a six month renewal for permits in the right of way. This would ensure that the sign is properly maintained. Councilmember Whitten asked for some information on how peer cities regulate these types of signs.

Public Hearing opened at 9:19 and was continued to June 7, 2011 without any public comment.

Council recessed at 9:20 pm to 9:26 pm

**Unfinished Business** - None

**New Business**

**Surface Water Fees for Public Schools**

Ms. Philpot gave the staff report. Staff is recommending these fees be adjusted as the fees were billed in error by King County.

MOTION: Councilmember James moved to authorize the City Manager to adjust the fees. Councilmember Cross seconded. Motion carried unanimously 7-0.

**Council Reports**

Deputy Mayor Odell attended the Eastside Transportation Partnership meeting last week.

Councilmember Petitti reported on the Finance Committee meeting today. She was elected Chair. The rest of the committee consists of Councilmember James and Councilmember Curley. They will meet on the third Monday of the month from 5:30 pm to 6:30 pm. They will be considering options for financing the community center.

**City Manager Report**

- Economic Development Program – City Manager Ben Yazici reported that Councilmember James would like to explain the necessity of forming an economic development committee. Councilmember James feels this committee could get the Town Center plan going. The committee could reach out to potential developers and businesses.

  MOTION: Councilmember James moved to form a City Council Economic Development Committee. Deputy Mayor Odell seconded. Motion carried unanimously 7-0.

  Councilmembers should contact the Mayor prior to the next meeting if they are interested in being on this committee.

- 2011 Impact Fee Report – This is a housekeeping item. The report was part of the packet material for this meeting.

Meeting adjourned at 9:44 pm

_____ _____

Melonie Anderson, City Clerk Donald J. Gerend, Mayor

# City Council Agenda Bill

**Meeting Date:** **June 20, 2011** Date Submitted: June 15, 2011

**Originating Department:** Parks and Recreation

**Clearances:**

- [x] City Manager
- [x] Attorney
- [ ] Admin Services
- [ ] Community Development
- [ ] Finance & IT
- [ ] Fire
- [x] Parks & Recreation
- [ ] Police
- [ ] Public Works

**Subject:** Resolution identifying a preferred site for the community center and requesting further site analysis as part of the ongoing feasibility study.

**Action Required:** Approve the Resolution

**Exhibits:** 1. Resolution

**Budget:** 2011-12 Budget - $6.3 Million, approximately $200,000 allocated for the feasibility study including site analysis.

## Summary Statement:

This resolution formally identifies the Kellman site as the preferred location for the community center and requests further site analysis to be completed as part of the ongoing feasibility study. Identification of a preferred site is a necessary next step in the feasibility process and will allow the consulting team to develop a conceptual facility plan, complete a detailed site analysis, and fine-tune the construction and operating cost estimates.

The City staff will be assisting the consultants with the additional site study including a geotechnical analysis to review soil conditions; an analysis of traffic impacts and identification of necessary off-site improvements; a stormwater analysis; and an analysis of the potential impacts to the Sammamish Commons view corridor. The results of these studies will be included in our next report to the City Council. In the event the studies indicate the Kellman site is not suitable for a community center facility, the City Council will be asked to identify an alternate site for further study.

A preliminary report on the Kellman site is anticipated in mid-July, with the final feasibility report expected in September.

## Background:

The City began a Community Center Feasibility Study in March 2011. Barker Rinker Seacat Architecture (BRS) was selected as the lead consultant on the study.

City Council Agenda Bill

The City Council completed an analysis of several potential sites for the community center and short-listed three sites for further study in April 2011.

BRS performed a preliminary site analysis and developed draft concepts for each of the three sites. The site concepts, along with cost estimates, and the pros and cons for each site were presented in a public meeting on May 9, 2011. At the conclusion of the meeting the vast majority of the meeting participants selected the Kellman site as the preferred location for the Community Center.

On June 9, 2011, Hebert Research facilitated a focus group at City Hall to discuss the three potential community center sites. At the conclusion of the focus group, participants were asked to select their preferred site location. The group unanimously selected the Kellman site as their first choice.

All of these findings were presented to the City Council at a Study Session on June 14, 2011. Based on the outcome of the public process, BRS recommended the Kellman site as the preferred community center location and identified several next steps including a detailed site analysis.

## Meeting History:

The following meetings have occurred as part of the feasibility study process:

- **March 1**: City Council Approves Selection of Consultant/Award of Contract
- **March 8**: Joint Meeting with City Council and Parks Commission
- **March 9:** 1st Public Meeting – Hopes, Dreams and Fears Discussion
- **April 11**: 2nd Public Meeting
- **May 9**: 3rd Public Meeting
- **May 10**: Joint Meeting with City Council and Parks Commission
- **June 9**: 1st Focus Group to Review Potential Sites
- **June 13**: 4th Public Meeting
- **June 14**: Joint Meeting with City Council and Parks Commission

Future meetings planned (subject to change:

- **July 12**: Preferred Site Concept and Site Analysis presented to City Council
- Additional focus groups are planned for June and July, but are not yet scheduled.

## Kellman Site History:

The Kellman House, located at 831 228th Ave SE and adjacent to City Hall and the new Sammamish Library, was purchased in 2006 for $3.25 million. In early discussions, it was thought that this property would be suitable for the Operations and Maintenance Facility. As plans for the Town Center were progressing, it was quickly realized that this property had more to offer than just a maintenance yard and numerous discussions ensued on the potential. Over time various scenarios have been discussed including renovating the house for civic use (retreat center, teen center, senior center etc.) or demolishing the structure to make way for a larger facility (i.e. a community center.)

City Council Agenda Bill

**The Kellman Property:**
The property is approximately 9.4 acres and is partially constrained by steep slopes and an adjacent Category I wetland. Staff estimate that approximately 7 acres of the site are usable. The Kellman property is located in the Civic Campus (TC-D) of the Town Center. It is surrounded by the Sammamish Commons trail to the north, City Hall, the King County Library and 228th Avenue to the east, and the Mary Queen of Peace Church to the south.

**Financial Impact:**
A total of $6.3 million is allocated in the 2011-12 budget for this Community Center Project of which $200,000 was anticipated to fund the feasibility study. The council previously authorized $125,000 for the feasibility study work performed by BRS. Additional funds will be used for the site analysis (geotechnical analysis, traffic study etc.) Most of this work will be completed utilizing our on-call professional service contracts.

**Recommended Motion:**
Approve the resolution identifying the Kellman site as the preferred site for the community center and requesting further site analysis as part of the ongoing feasibility study.

Exhibit 1

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

---

**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, IDENTIFYING A PREFERRED SITE FOR THE COMMUNITY CENTER AND REQUESTING FURTHER SITE ANALYSIS AS PART OF THE FEASIBILITY STUDY.**

**WHEREAS**, the City began a Community Center Feasibility Study in March 2011; and

**WHEREAS**, the City contracted with Barker Rinker Seacat (BRS) Architecture to facilitate the feasibility study; and

**WHEREAS**, the City and BRS have hosted four public meetings to discuss and seek input on various aspects of a potential community center including the components, the size, the construction and operating costs, and the potential location of the facility; and

**WHEREAS**, a statistically valid public survey was conducted in July 2010 and the results of the survey indicated that the preferred location for a potential community center was in the center of the City, also known as the Town Center planning area; and

**WHEREAS**, the City Council identified three Town Center sites in April 2011 for further consideration as part of the community center feasibility study; and

**WHEREAS**, a public meeting was held on May 9, 2011 to review the three potential Town Center sites for the community center and the vast majority of participants identified the property known as the "Kellman site" as the preferred location; and

**WHEREAS**, at the City's request, the Hebert Research firm hosted a focus group of randomly selected Sammamish residents on June 9, 2011 and the group unanimously selected the Kellman site as the preferred location for the community center; and

**WHEREAS**, the City is the owner of the Kellman site, having purchased the property, located at 831 228th Ave SE (parcel # 0424069001), in 2006;

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

Section 1. Preferred Site Selection for Community Center: The City Council hereby selects the Kellman site as the preferred location for the community center and directs staff to conduct further site analysis as part of the ongoing feasibility study.

Section 2. Site Analysis: Further analysis of the Kellman site shall include: a geotechnical analysis to review soil conditions; an analysis of traffic impacts; identification of necessary off-site improvements; a stormwater analysis; and an analysis of the potential impacts to the view corridor from the Sammamish Commons.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____th DAY OF JUNE 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: June 16, 2011
Passed by the City Council:
Resolution No.:

# City Council Agenda Bill

**Meeting Date:** **June 20, 2011** Date Submitted: June 15, 2011

**Originating Department:** Community Development

**Clearances:**

- [x] City Manager
- [x] Attorney
- [ ] Admin Services
- [x] Community Development
- [ ] Finance & IT
- [ ] Fire
- [ ] Parks & Recreation
- [ ] Police
- [ ] Public Works

**Subject:** Reasonable Use Exception and Commercial Site Development Permit Extension Ordinance

**Action Required:** Second Reading, Public Hearing, Adoption

**Exhibits:** 1. Proposed Ordinance

**Budget:** N/A

**Background:** Between January of 2003 and December of 2009, the City issued a number of land use application approvals for residential development. In particular the City approved several reasonable use exceptions authorizing single family home construction, and a commercial site development permit for a townhome development. Reasonable Use Exceptions and Commercial Site Development Permit land use approvals normally expire after four years unless all building permits necessary for construction are issued by the City.

In many cases, the design and development of these projects is technically difficult and expensive. Several property owners have pursued development based upon the land use approvals issued by the City, but have been unavoidably delayed by the recent financial crisis.

The proposed ordinance would allow for the Community Development Director to administratively renew and extend reasonable use exceptions and commercial site development permits until June 30 of 2013. Such renewal and extension would be based upon a written request to the City.

The City Council opened the public hearing on June 7, 2011. No public comment was received and the public hearing was continued to June 20, 2011.

**Financial Impact:** N/A

**Recommended Motions:** Open public hearing and take testimony.

Close public hearing and move to adopt the proposed ordinance.

Exhibit 1

# CITY OF SAMMAMISH
## WASHINGTON
### ORDINANCE NO. O2011-

---

**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON GRANTING DISCRETIONARY AUTHORITY TO THE CITY'S DIRECTOR OF COMMUNITY DEVELOPMENT TO EXTEND REASONABLE USE EXCEPTIONS AND COMMERCIAL SITE DEVELOPMENT PERMITS THAT EXPIRED DUE TO THE RECENT ECONOMIC RECESSION**

WHEREAS, the Sammamish Municipal Code allows a Reasonable Use Exception (RUE) to be granted for land development when all reasonable uses of a site, as allowed by adopted zoning, is denied as result of critical areas; and

WHEREAS, the Sammamish Municipal Code allows a Commercial Site Development Permit (CSDP) to be granted for land development that meets specific criteria established by Chapter 95 of Title 21A of the Sammamish Municipal Code; and

WHEREAS, RUE's are recognized in federal, state and local law as a means of avoiding the taking of private property by allowing reasonable use of property; and

WHEREAS, a RUE is evaluated by the City based upon the criteria established in Sammamish Municipal Code, Section 21A.50.070; and

WHEREAS, a CSDP allows for the start of construction which may be phased over several years to allow for appropriate construction and financial management of a development; and

WHEREAS, certain RUE's and CSDP's were issued by the City during the period beginning January 1, 2003 and ending December 31, 2009, a time of economic slowdown and recession, which prevented many planned residential projects from proceeding; and

WHEREAS, some RUE' and CSDP's issued during the economic downturn have expired due to the economic circumstances; and

WHEREAS, some landowners whose permits expired during the recession period now wish to proceed with their project; but doing so will require the landowners to submit new applications, pay new application fees and engage in a further administrative process; and

WHEREAS, allowing such permits to be administratively renewed and extended until June 30 of 2013 is in the public interest and a reasonable exercise of the municipal

police power, provided all other development requirements are met;

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

Section 1. Any use or activity authorized by a Reasonable Use Permit issued on or after November 1, 2005 and before January 1, 2010 that has expired may be administratively renewed and extended by the Director of Community Development for a period of time up to and including June 30, 2013, provided that good cause is shown.

Section 2. Any use or activity authorized by a Commercial Site Development Permit issued on or after January 1, 2003 and before January 1, 2010 that has expired may be administratively renewed and extended by the Director of Community Development for a period of time up to and including June 30, 2013, provided that good cause is shown.

Section 3. The "Whereas" clauses of this ordinance constitute specific findings by the Council in support of passage of this ordinance. If any part or portion of this ordinance is declared invalid for any reason, such declaration of invalidity shall not affect any remaining part or portion.

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 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

Exhibit 1

Approved as to form:

_____

Bruce L. Disend, City Attorney

| | |
|---|---|
| Filed with the City Clerk: | May 25, 2011 |
| Public Hearing: | June 7, 2011 |
| First Reading: | June 7, 2011 |
| Public Hearing: | June 20, 2011 |
| Passed by the City Council: | |
| Date of Publication: | |
| Effective Date: | |

# City Council Agenda Bill

**Meeting Date:** **June 20, 2012** Date Submitted: June 15, 2012

**Originating Department:** City Manager

**Clearances:**

- [x] City Manager
- [ ] Attorney
- [ ] Admin Services
- [ ] Community Development
- [ ] Finance & IT
- [ ] Fire
- [ ] Parks & Recreation
- [ ] Police
- [x] Public Works

**Subject:** Resolution Adopting the 2012-2017 Six-Year Transportation Improvement Plan (TIP)

**Action Required:** Adopt attached Resolution

**Exhibits:**
1. Resolution adopting the 2012-2017 Six-Year Transportation Improvement Plan
2. 2012-2017 Six-Year Transportation Improvement Plan

**Budget:** Not Applicable

## Summary Statement:

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

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

## Background:

This is an annual adoption that is required by State law. Resolution 2010-421 adopting the 2011-2016 TIP was unanimously approved (5-0) at the June 15, 2010 City Council Meeting and included $32.4 million in transportation improvements. The 2012-2017 TIP includes $13.7 million in transportation improvements, representing a decrease of approximately one-third from the previous year's TIP. This decrease is reflective of the continued downturn in the residential housing market and the associated decrease in forecasted road impact fee revenue and project need.

This update to the TIP is continuing the annual progression along the 18-year TIP that was developed in collaboration with the new road impact fee adopted by the City Council in 2006; however the majority of the concurrency-related capital roadway projects have been pushed out to later years than what was previously approved. This change reflects the continued slowdown in the development market and the overall economy. Notable changes to this update of the TIP include:

- Continued to delay the start of the following concurrency road improvement projects:
    1) East Lake Sammamish Parkway NE - NE 26th St to 196th Ave NE
    2) Issaquah-Pine Lake Rd - SE 48th St to Klahanie Blvd

- Added the following new projects:
    1) NE Inglewood Hill Rd - 216th Ave NE to 224th Pl NE (Non-motorized improvements)
    2) 244th Ave SE - SE 32nd St to SE 24th St (Non-motorized improvements)
    3) 218th Ave SE - SE 4th St to Main St (widens new half-street connection)

- The following programs were removed from the TIP to conform with changes to the adopted budget (move from 340 Fund to 101 (Street) Fund:
    1) Overlay Program
    2) Transportation Concurrency Program
    3) Transit Program

**Financial Impact:**

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

**Recommended Motion:**

Move to adopt, by Resolution Number 2011-____, the 2012-2017 Six-Year Transportation Improvement Plan as attached.

Exhibit 1

# CITY OF SAMMAMISH
## WASHINGTON
### RESOLUTION NO. R2011-_____

---

**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ADOPTING AN UPDATED SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN FOR 2012-2017**

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

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

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

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

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

WHEREAS, the City has conducted an environmental review of the plan in accordance with the State Environmental Policy Act, Chapter 43.21C RCW; and

WHEREAS, the Planning Commission and City Council have conducted a public hearings to receive comments on the proposed plan;

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

Section 1. Adoption of Transportation Improvement Plan. The City hereby adopts the Six-Year Transportation Improvement Plan, 2012-2017, attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Exhibit 1

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

CITY OF SAMMAMISH

APPROVED

_____
Mayor Don Gerend

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk: _____, 2011
Passed by the City Council: _____, 2011
Resolution No.: R2011 - _____

Exhibit 2

EXHIBIT A

# DRAFT 2012 - 2017 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM

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

*All Projects costs and revenue projections are in 2011 dollars*

| | | TIP | Project Title | Total Project | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | Future Years | 6 Yrs Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CONCURRENCY | CAPITAL PROJECTS | 1 | **East Lake Sammamish Parkway NE - NE 26th St to 196th Ave NE** Widen with bike lanes and pedestrian facilities | 12,630,000 | | | | | | | 12,230,000 | 0 |
| | | 2 | **East Lake Sammamish Parkway NE - 196th Ave NE to 187th Ave NE** Widen with bike lanes and pedestrian facilities | 15,910,000 | | | | | | | 15,510,000 | 0 |
| | | 3 | **SE Duthie Hill Road / Issaquah-Beaver Lake Rd Intersection** Construct turn lanes and traffic signal | 300,000 | 300,000 | | | | | | | 300,000 |
| | | 4 | **Issaquah-Pine Lake Rd - Klahanie Blvd to SE 32nd** Widen to 3 lanes with bike lanes, curb, gutter, and sidewalk | 22,370,000 | | | | | | | 22,370,000 | 0 |
| | | 5 | **Issaquah-Pine Lake Rd - SE 48th to Klahanie Blvd** Widen to 5 lanes with bike lanes, curb, gutter and sidewalk | 23,850,000 | | | | | | 1,000,000 | 22,850,000 | 1,000,000 |
| | | 6 | **East Lake Sammamish Parkway SE / SE 24th St Intersection** Construct traffic signal, turn lanes, curb, gutter & sidewalk | 5,010,000 | | | | | | | 5,010,000 | 0 |
| | | 7 | **Sahalee Way NE - 220th Ave NE to North City Limits** Widen to 3 lanes with bike lanes, curb, gutter, and sidewalk | 21,240,000 | | | | | | | 21,240,000 | 0 |
| | | 8 | **218th Ave SE - SE 4th St to E Main St** Widen to 2 lanes with curb, gutter, and sidewalk | 1,000,000 | | 1,000,000 | | | | | | 1,000,000 |
| | | 9 | **Public Works Trust Fund Loan Repayment** 228th Ave NE Improvements | 7,746,666 | 560,000 | 557,333 | 554,667 | 552,000 | 549,333 | 546,667 | 2,160,000 | 3,319,999 |
| NON-MOTORIZED | | 10 | **244th Ave NE - NE 8th St to NE 20th St** Provide non-motorized facilities | 2,000,000 | 300,000 | | | | | | | 300,000 |
| | | 11 | **NE Inglewood Hill Rd - 216th Ave NE to 224th Pl NE** Provide non-motorized facilities | 800,000 | 800,000 | | | | | | | 800,000 |
| | | 12 | **244th Ave SE - SE 32nd St to SE 24th St** Provide non-motorized facilities (design only) | 150,000 | 150,000 | | | | | | | 150,000 |
| | | 13 | **Sahalee Way NE - NE 25th Way to NE 37th Wy** Provide non-motorized facilities (design only) | 100,000 | | 100,000 | | | | | | 100,000 |
| | | 14 | **Non-motorized Transportation Projects** Sidewalks, Trails, Bikeways, and Paths, etc. | 3,750,000 | 0 | 750,000 | 750,000 | 750,000 | 750,000 | 750,000 | | 3,750,000 |
| | PROGRAMS | 15 | **Sidewalk Projects** Various sidewalk projects, includes gap projects, extensions, safety improvements. | 1,500,000 | 250,000 | 250,000 | 250,000 | 250,000 | 250,000 | 250,000 | | 1,500,000 |
| | | 16 | **Intersection and Safety Improvements** Various intersection and other spot improvements as needed, including channelization, signing, safety improvements, signalization, or other traffic control devices. | 900,000 | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | | 900,000 |
| | | 17 | **Neighborhood CIP** Various capital improvements including safety improvements, gap projects, bike routes, pedestrian safety enhancements, and school zone safety improvements. | 600,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | | 600,000 |
| | | 18 | **Local Improvement Districts** Matching funds for use with neighborhood cooperative LID improvements | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| | | | **6-Yr Total Project Expenditures - Transportation** | | **2,610,000** | **2,907,333** | **1,804,667** | **1,802,000** | **1,799,333** | **2,796,667** | **101,370,000** | **13,719,999** |
| | | | **Total Expenditures** | | **2,610,000** | **2,907,333** | **1,804,667** | **1,802,000** | **1,799,333** | **2,796,667** | **101,370,000** | **13,719,999** |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Operating Contribution Percentage | | 100% | 100% | 100% | 100% | 100% | 100% | |
| Operating Contribution | | 7,219,619 | 0 | 0 | 0 | 0 | 0 | 7,219,619 |
| Transportation Fund Revenue | | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,050,000 | 6,050,000 |
| Road Impact Fees | | 1,087,500 | 1,450,000 | 1,812,500 | 2,175,000 | 2,175,000 | 2,175,000 | 10,875,000 |
| Anticipated grants | | 0 | 0 | 0 | 0 | 0 | | 0 |
| | **TOTAL** | **9,307,119** | **2,450,000** | **2,812,500** | **3,175,000** | **3,175,000** | **3,225,000** | **24,144,619** |
| Accumulative Project Expenditures | | 2,610,000 | 5,517,333 | 7,322,000 | 9,124,000 | 10,923,333 | 13,719,999 | |
| Annual Cash Flow Surplus or Deficit | | 6,697,119 | -457,333 | 1,007,833 | 1,373,000 | 1,375,667 | 428,333 | |
| Accumulative Cash Flow Surplus or Deficit | | 6,697,119 | 6,239,786 | 7,247,619 | 8,620,619 | 9,996,286 | 10,424,620 | |

# City Council Agenda Bill

**Meeting Date:** **June 20, 2011** Date Submitted: June 15, 2011

**Originating Department:** Community Development

**Clearances:**

- [x] City Manager
- [x] Attorney
- [ ] Admin Services
- [x] Community Development
- [ ] Finance & IT
- [ ] Fire
- [ ] Parks & Recreation
- [ ] Police
- [ ] Public Works

**Subject:** Shoreline Master Program Update
First Reading/Public Hearing

**Action Required:** Open Public Hearing and Receive Testimony
Continue Public Hearing

**Exhibits:**

1. Staff memorandum
2. Adopting ordinance with Attachment A
3. Comparison tables
4. Illustrations
5. Science reviews and justifications

**Budget:** N/A

**Summary Statement:**

Staff recommends that the public hearing be opened on June 20th and continued to July 18, 2011 to allow continued public comment. Once the City Council has adopted SMP revisions, they will be transmitted to Ecology for review and approval. The updated SMP will be effective upon the Department of Ecology's approval.

## Background:

An updated Shoreline Master Program (SMP) was adopted by the City Council on October 6, 2009 and submitted to the Department of Ecology for review and approval. On May 5, 2011, the Department of Ecology conditionally approved the SMP, subject to required and recommended changes. The City has the option to accept the Ecology changes or to propose alternatives, and alternatives for some of the changes have been developed

## Financial Impact:

N/A

## Recommended Motion:

Open the Public Hearing, take public testimony and continue to July 18, 2011

Exhibit 1

TO: Ben Yazici, City Manager June 15, 2011

FM: Kamuron Gurol, Community Development Director

RE: Shoreline Master Program update

As you know, on May 5, 2011 Sammamish received a letter from the state Department of Ecology conditionally approving our adopted Shoreline Master Program (SMP). In their letter, Ecology included sets of required and recommended changes to our SMP regulations.

The major issues were reviewed with the Council on June 7, 2011 and staff received direction regarding development of alternatives for setbacks, mitigation sequencing, vegetation enhancement areas, docks, and partial exemptions/non-conforming uses. Staff has also identified and is proposing language for a few for several smaller 'housekeeping' items.

**Proposed SMP Schedule**

The schedule below will get us to the 'finish line' in mid-summer:

- **June 7:** Staff update - *COMPLETED*
- **June 20:** First Reading and open and continue public hearing
- **July 18:** Second Reading, re-open/close public hearing, deliberate and **adopt**
- **Late July:** City ordinance becomes effective, staff sends package to Ecology
- **Aug/Sept:** Ecology review and approval

**June 20 City Council packet**

Along with a standard agenda bill and Exhibit 1 (this memo), the June 20th packet contains additional exhibits for the Council's review. Here's a brief description of each one:

Exhibit 2 - Adopting ordinance with Attachment A: The adopting ordinance includes a statement regarding the Council's Finding and Conclusions, which is the basis for making the changes. Attachment A uses a format similar to that used by Ecology in the two attachments to their May 5th letter. The right-hand column shows staff's proposed city response to each Ecology change. If the Ecology change is acceptable, the term 'acceptable' is shown in the column. In some areas, alternative language has been developed by staff based on Council direction, a review of peer jurisdictions, a review of

relevant scientific material, and public input. **This document is the primary decision document for the Council as they proceed with this process.**

Exhibit 3 - Comparison tables: These are tables of information compiled by staff that compares the development standards used by peer jurisdictions for selected topics. Tables have been compiled for setbacks, docks and fences. Some of the peer SMPs are in-progress, some have been adopted by the local government and await Ecology approval, and a few have been approved by Ecology. We hope that this information is helpful to the Council as you proceed.

Exhibit 4 – Setback illustrations: A few illustrations have been prepared to show how setbacks are addressed in the SMP, and how our code compares to Redmond and Kirkland (both approved by Ecology). As they say, a picture is worth 1000 words.

Exhibit 5 – Findings, justifications, and science reviews: Staff has compiled material and reviewed studies from the scientific literature on the topics where alternative language is proposed. This material is intended to provide helpful background information for the Council, and will hopefully help document and justify the Council's decisions.

Staff hopes that this material is helpful to you and the City Council on this important topic. Please let me know if you need more information or have questions.

Exhibit 2

# DRAFT
# CITY OF SAMMAMISH
## WASHINGTON

**ORDINANCE NO. O2011 - ____**

---

**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, ADOPTING REVISIONS TO THE SAMMAMISH SHORELINE MASTER PROGRAM ADOPTED BY ORDINANCE 2009-265 AND REPLACING THE KING COUNTY SHORELINE MASTER PROGRAM ADOPTED BY KING COUNTY ORDINANCE 3688; AMENDING THE CITY OF SAMMAMISH COMPREHENSIVE PLAN; ADOPTING SHORELINE MAPS; AND CODIFYING THE SHORELINE MASTER PROGRAM INTO TITLE 25 OF THE SAMMAMISH MUNICIPAL CODE**

WHEREAS, after an extensive public process starting in 2006 and culminating in 2009, the City Council adopted an updated Shoreline Master Program by Ordinance 2009-265 on October 6, 2009; and

WHEREAS, the 2009 Shoreline Master Program was submitted to the Washington State Department of Ecology for review and approval pursuant to state law and regulation; and

WHEREAS, after their own public process, on May 5, 2011 the Department of Ecology conditionally approved the City's adopted 2009 SMP subject to a list of required and recommended changes; and

WHEREAS, the City Council has reviewed public comments received by the City and by Ecology, the Cumulative Impact Analysis, and a variety of additional documentation submitted as a part of the City Council's review process; and

WHEREAS, the City Council has also reviewed the following documents included in the Council record: the Staff Summary of Rationale for the 20 foot Setback, the Response to Ecology: Summary of Memorandum on Desbonnet, et al., and ESA/Adolfson Review of Overwater Structures Standards for Pine and Beaver Lakes, and the City Council adopts the findings and conclusions therein; and

WHEREAS, pursuant to WAC 173-26-120 (7)(b)(i) the City Council finds acceptable and adopts most of the required and recommended Ecology changes to the Shoreline Master Program, as set forth in Attachment A to this ordinance; and

WHEREAS, pursuant to WAC 173-26-120 (7)(b)(ii) the City Council has developed alternative language for selected changes to the Shoreline Master Program, also as set forth in Attachment A to this ordinance; and

WHEREAS, the City Council has provided opportunities for public comment at the City Council public hearing sessions on June 20, 2011 and July 18, 2011.

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

**Section 1. Adoption of revisions to the Shoreline Master Program.** The revisions to policies and regulations as set forth in Attachment "A" to this ordinance are hereby adopted as revisions to the Sammamish Master Plan adopted by Ordinance 2009-265.

**Section 2. Repeal of Title 25 of the Sammamish Municipal Code.** Title 25 of the Sammamish Municipal Code, which contains portions of the King County Shoreline Master Program adopted by King County Ordinance 3688, is hereby repealed.

**Section 3. Codification of the Shoreline Master Program.** The City Council authorizes the Community Development Director and City Clerk to codify the regulatory provisions of the Sammamish Shoreline Master Program within Title 25 of the Sammamish Municipal Code, and to create a user guide for ease of use and reference.

**Section 4 Interpretation.** The City Council authorizes the Community Development Director to administratively interpret these provisions as necessary to implement the intent of the City 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 be transmitted to the Washington State Department of Ecology for review and approval. This ordinance shall become effective on the date that the Department of Ecology issues formal approval of the ordinance.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 18th DAY OF JULY, 2011.**

CITY OF SAMMAMISH

_____

Mayor Don Gerend

ATTEST/AUTHENTICATED:

_____

Melonie Anderson, City Clerk

Exhibit 2

Approved as to form:

_____
Bruce L. Disend, City Attorney

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

Attachment A

# Shoreline Master Program:
# Response to Department of Ecology's May 5, 2011 Approval with Required Changes

**Included**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**Changes**

- Underline indicates additions; ~~strikethrough~~ indicates deletions
- **Bold** within underlined DEPARTMENT OF ECOLOGY additions indicate **City insertions**
- ***Italic*** indicates staff comments

| ITEM | SMP PROVISION | TOPIC | DEPARTMENT OF ECOLOGY REQUIRED CHANGES ATTACHMENT B | CITY ACCEPTANCE OR ALTERNATIVE |
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| 1 | **Governing Principles** 25.01.055(6) (b) Page 6. | Mitigation Sequencing | (b) By including policies and regulations that require mitigation sequencing to avoid, then minimize, and then apply mitigation of adverse impacts in a manner that ensures no net loss of shoreline ecological functions in a manner that is consistent with RCW 90.58 and WAC 173-26-201(2)(e)(i). | (b) By including policies and regulations that require mitigation sequencing to avoid, then minimize, and then apply mitigation of adverse impacts **not otherwise avoided or mitigated by compliance with this program and other applicable regulations** in a manner that ensures no net loss of shoreline ecological functions ~~in a manner that is~~ consistent with RCW 90.58 and WAC 173-26-201(2)(e)(i). |
| 2 | **Relationship to Plans, Policies & Regulations** 25.01.060 [new] (5) Page 7. | SMP reference to other municipal code | (5) The following provisions of the Sammamish Municipal Code are adopted as part of this SMP, and attached herein: SMC 15.05 (Surface Water Management), SMC 21.10.120 (Historic Resources) and sections of the City's Critical Areas Ordinance as described within this program 25.01.070). | (5) The following provisions of the Sammamish Municipal Code are adopted as part of this SMP, and attached herein: SMC ~~15.05~~ 13 (Surface Water Management), SMC 21.10.120 (Historic Resources) and sections of the City's Critical Areas Ordinance as described within this program 25.01.070). |
| 3 | **Critical Areas Regulations** 25.01.070 Pages 7. | Critical Areas Integration | ~~The~~ Provisions of the Sammamish Critical Areas Ordinance codified in SMC 21A.50 exclusive of SMC 21A.50.050 (Complete exemptions), SMC 21A.50.060 (Partial Exemptions), SMC 21A.50.070 (Exemptions), and SMC 21A.50.400 (Sunset provisions) are considered part of this SMP. ~~as amended by Ordinance 02009-264 is hereby adopted as a part of this program.~~ | ~~The~~ Provisions of the Sammamish Critical Areas Ordinance codified in SMC 21A.50 exclusive of SMC 21A.50.050 (Complete exemptions), SMC 21A.50.060 (Partial Exemptions), SMC 21A.50.070 (Exceptions~~Exemptions~~), and SMC 21A.50.400 (Sunset provisions) are considered part of this SMP. ~~as amended by Ordinance 02009-264 is hereby adopted as a part of this program.~~ |
| 4 | **Critical Areas Regulations** City's Critical Areas Ordinance (Referenced ) section 25A.50.310 (6) | Wetlands – Mitigation Requirements<br><br>Mitigation Ratios | (a) **Acreage Replacement Ratios.** The following ratios shall apply to wetland creation or restoration that is in-kind, on-site, the same category, and has a high probability of success. The first number specifies the acreage of replacement wetlands and the second specifies the acreage of wetlands altered.<br>Category I ~~4~~ 6-to-1<br>Category II ~~2~~ 3-to-1<br>Category III ~~1.5~~ 2-to-1<br>Category IV 1.5-to-1 | *Acceptable*<br>*(BAS: Wetlands in Washington State—*<br>*Volume 2: Guidance for Protecting and Managing Wetlands, Table 9)* |
| 5 | **Definitions** 25.02.010 [new] (1) Page 8. | Accessory Dwelling Unit Definition | (1) Accessory Dwelling Unit: Accessory dwelling units are separate living quarters contained within, or detached from, a single-family dwelling on a single lot. | *Acceptable* |
| 6 | **Definitions** 25.02.010 [new] (2) Page 8. | Accessory Use Definition | (2) Accessory Use. An accessory use is a use associated with the principal use on a shoreline property that is subordinate to the principal use and minor in nature. In order to be classified as an accessory use, a use must commonly occur in the immediate vicinity and in the same shoreline environment. Accessory use includes normal appurtenances. | *Acceptable* |

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| **7** | 25.02.010 (35) (c). Page 11. | Feasible Definition | (35) The action does not physically preclude achieving the project's primary intended legal use. In cases where these guidelines require certain actions unless they are infeasible, the burden of proving infeasibility is on the applicant. In determining an action's infeasibility, the reviewing agency may weigh the action's relative public costs and public benefits, considered in the short-and long-term time frames (WAC 173-26-030). ~~See reasonable alternative.~~ | *Acceptable* |
| **8** | 25.02.010 [new] (41) Page 12. | Geotechnical Report or Geotechnical Analysis Definition | (41) Geotechnical Report or Geotechnical Analysis. Geotechnical Report or Geotechnical Analysis means a scientific study or evaluation conducted by a qualified expert that includes a description of the ground and surface hydrology and geology, the affected land form and its susceptibility to mass wasting, erosion, and other geologic hazards or processes, conclusions and recommendations regarding the effect of the proposed development on geologic conditions, the adequacy of the site to be developed, the impacts of the proposed development, alternative approaches to the proposed development, and measures to mitigate potential site-specific and cumulative geological and hydrological impacts of the proposed development, including the potential adverse impacts to adjacent and down-current properties. Geotechnical reports shall conform to accepted technical standards and must be prepared by qualified professional engineers or geologists who have professional expertise about the regional and local shoreline geology and processes. | *Acceptable* |
| **9** | 25.02.010 (54) Page 13. | Normal Appurtenance Definition | (54) Normal appurtenance. Normal appurtenance means a structure, site improvement, or use that is necessarily connected to the use and enjoyment of a principal use and is located landward of the OHWM. Normal appurtenances include, ~~but are not limited to, garages,~~ decks, walkways, utilities, fences, septic tanks and drainfields. | (54) Normal appurtenance. Normal appurtenance means a structure, site improvement, or use that is necessarily connected to the use and enjoyment of a principal use and is located landward of the OHWM. Normal appurtenances include a garage, deck, driveway, utilities, fences, septic tank and drainfield, and grading which does not exceed two hundred and fifty cubic yards and which does not involve placement of fill in any wetland or waterward of the ordinary high water mark. ~~, but are not limited to, decks, walkways, utilities, fences, septic tanks and drainfields.~~<br>*WAC 173-27-040(2)(g)* |
| **10** | 25.02.010 [new] (55) Page 13. | No Net Loss Definition | (55) No Net Loss. No Net Loss means the maintenance of the aggregate total of the City's shoreline ecological functions. The no net loss standard requires that the impacts of shoreline development and/or use, whether permitted or exempt, be identified and mitigated such that there are no resulting adverse impacts on ecological functions or processes. Each project shall be evaluated based on its ability to achieve the no net loss standard. | (55) No Net Loss. The concept of no net loss as used herein, recognizes that any development has potential or actual, short-term or long-term impacts and that through application of appropriate development standards and employment of mitigation measures in accordance with the mitigation sequence, those impacts will be addressed in a manner necessary to assure that the end result will not diminish the shoreline resources and values as they currently exist. Where uses or development that impact ecological functions are necessary to achieve other objectives of RCW 90.58.020, master program provisions shall, to the greatest extent feasible, protect existing ecological functions and avoid new impacts to habitat and ecological functions before implementing other measures designed to achieve no net loss of ecological functions. ~~No Net Loss means the maintenance of the~~ |

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| | | | | ~~aggregate total of the City's shoreline ecological functions. The no net loss standard requires that the impacts of shoreline development and/or use, whether permitted or exempt, be identified and mitigated such that there are no resulting adverse impacts on ecological functions or processes. Each project shall be evaluated based on its ability to achieve the no net loss standard.~~ *WAC 173-26-201(2)(c).* |
| **11** | 25.02.010 (66) Page 14. | Reasonable Alternative Definition | ~~(66) Reasonable alternative. Reasonable alternative means an action or proposal that is capable of being carried out, taking into consideration the overall project purposes, needs and objectives. In determining what is a "reasonable alternative" to a proposed development, alteration or activity, the department may consider the purpose, effectiveness, engineering feasibility, commercial availability of technology, best management practices, safety and cost of the alternative action or proposal.~~ | *Acceptable* |
| **12** | **Shoreline Use Goals** 25.03.050 (1) Page 21. | Shoreline Use Preference | Give first preference to water-dependent use ~~single-family residential uses and water-dependent uses~~ including public recreational uses that provide public access to shorelines. ~~Secondary p~~ Preference should also be given to water-related and water-enjoyment uses. | *Acceptable*<br>*WAC 173-26-201(2)(d)* |
| **13** | **Transportation Goals** 25.03.070 [new] (4) | Transportation Mitigation Sequencing | (4) Limit transportation infrastructure in shoreline jurisdiction to the minimum necessary to accomplish its purpose | *Acceptable* |
| **14** | **General Policies** 25.04.010 (2) (c) Page 24. | Critical Areas Policy<br>No Net Loss Definition | (c)New shoreline uses and developments should be designed and conducted in accordance with the regulations of this Program to avoid, minimize and mitigate damage to the ecology and environment. These regulations are designed to protect shoreline ecological functions and processes. Shoreline ecological functions that should be protected include, but are not limited to, Fish and wildlife habitat, conservation and recovery of threatened or endangered species, food chain support and water temperature maintenance. Shoreline processes that should be protected include, but are not limited to, water flow; infiltration; groundwater recharge and discharge; sediment delivery, transport, and storage; organic matter input; and nutrient and pathogen removal. | *Acceptable* |

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| **15** | 25.04.010 (6) (a) i.- [new] i - iv. Page 25. | Shoreline Use Policies | The following uses/developments should be given preference consistent with the priority listed below for locating within the shoreline jurisdiction when they are consistent with City zoning regulations and located, designed, and maintained in a manner that is consistent with this Program:<br>~~i. Single-family residences, and~~<br>i. Water-dependent and water-related use/development; and<br>ii.Public uses and developments that provide physical and/or visual access to the shoreline for substantial numbers of people, and<br>iii. Single-family residences developed consistent with the policies of 25.04.030 (1). | *Acceptable*<br>*WAC 173-26-201(2)(d)* |
| **16** | 25.04.030 (1) Page 29. | Residential Use Policies | (1) Single-family residences and their normal appurtenant structures are a preferred shoreline use when developed in a manner consistent with control of pollution and prevention of damage to the natural environment. New residential development in the shoreline jurisdiction should be located and designed to minimize affects on shoreline process and functions. Residential development should not be allowed to result in a net loss of shoreline ecological functions. | *Acceptable*<br>*RCW 90.58.020* |
| **17** | 25.04.060 [new] (6) Page 31. | Utility Use Policies | (6) When new utilities are to be located within shoreline jurisdiction, they should be installed in such a manner to achieve no net loss of ecological function. | *Acceptable* |
| **18** | **General Regulations** 25.06.010 (2) Page 35. | Archaeological, Historical & Cultural Resource Regulations | Whenever historic, cultural or archaeological sites or artifacts are inadvertently discovered during shoreline development, work on that portion of the development site shall be stopped immediately, the site secured and the discovery reported as soon as possible to the Director. Upon notification of such find, the property owner shall notify the Washington State Department of Archaeology and Historic Preservation, and the Director shall notify the historic preservation officer, all affected tribes and shall require a site investigation and archaeological study to determine the significance of the discovery. | *Acceptable* |

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| **19** | 25.06.020 [new] a.- f. Page 35. | Environmental Protection & Conservation Regulations | All development projects shall follow mitigation sequencing in the following order:<br>a. Avoiding the impact altogether by not taking a certain action or parts of an action;<br>b. Minimizing impacts by limiting the degree or magnitude of the action and its implementation by using appropriate technology or by taking affirmative steps to avoid or reduce impacts,<br>c. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment,<br>d. Reducing or eliminating the impact over time by preservation and maintenance operations,<br>e. Compensating for the impact by replacing, enhancing, or providing substitute resources or environments, and<br>f. Monitoring the impact and the compensation projects and taking appropriate corrective measures. | All development projects shall ~~follow mitigation sequencing in the~~ **include measures to mitigate environmental impacts not otherwise avoided or mitigated by compliance with this program and other applicable regulations. Where required, mitigation measures shall be applied in the** following order:<br>a. Avoiding the impact altogether by not taking a certain action or parts of an action;<br>b. Minimizing impacts by limiting the degree or magnitude of the action and its implementation by using appropriate technology or by taking affirmative steps to avoid or reduce impacts,<br>c. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment,<br>d. Reducing or eliminating the impact over time by preservation and maintenance operations,<br>e. Compensating for the impact by replacing, enhancing, or providing substitute resources or environments, and<br>f. Monitoring the impact and the compensation projects and taking appropriate corrective measures. |
| **20** | 25.06.020 [new] (2) Page 36. | Aquatic bed Wetlands | (2) Wetlands located entirely waterward of the ordinary high water mark of a lake shall be regulated by the development standards provided for in the Program, including SMC 25.06.020. Where a wetland area extends landward of the shoreline's OHWM boundary, additional wetland buffer protections pursuant to SMC 21A.50.290 may apply. | (2) **Wetlands.** Wetlands located entirely waterward of the ordinary high water mark of a lake shall be regulated by the development standards provided for in the Program, including SMC 25.06.020. Where a wetland area extends landward of the shoreline's OHWM boundary, additional wetland buffer protections pursuant to SMC 21A.50.290 may apply. |
| **21** | 25.06.020 (5) Page 36. | Mitigation Regulation | **Mitigation**. Property owners proposing new shoreline use or development shall follow mitigation sequencing principles described in 25.06.020 in addition to other requirements from ~~mitigate adverse environmental impacts in accordance with~~ this Program and other applicable regulations whether or not the use/development requires or is exempt from a shoreline substantial development permit. Mitigation measures are listed in SMC 25.06.020(10) in the table showing shoreline setback reductions. | **Mitigation**. Property owners proposing new shoreline use or development shall **include measures to mitigate environmental impacts not otherwise avoided or mitigated by compliance with this program and other applicable regulations. Where required, mitigation measures shall** follow mitigation sequencing principles described in 25.06.020 **of** ~~in addition to other requirements from mitigate adverse environmental impacts in accordance with~~ this Program and other applicable regulations whether or not the use/development requires or is exempt from a shoreline substantial development permit. **Shoreline setback reductions** ~~Mitigation measures~~ are listed in SMC 25.06.020(10) ~~in the table showing shoreline setback reductions~~. |

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| **22** | 25.06.020 (7) a, e, f. Page 36. | Shoreline Setback Regulations | **Shoreline Setback**. A shoreline setback is established for Lake Sammamish, Pine Lake, and Beaver Lake. The shoreline setback area is the area extending forty-five (45) feet (or as reduced by SMC 25.06.020(10)) landward from the OHWM. The following regulations shall apply:<br>(a) ~~Accessory uses and structures, including uncovered decks less than eighteen (18) inches above ground and impervious ground surfaces, are allowed as specified in this Program;~~<br>(b) Non-water dependent shoreline uses and developments, including residential developments, shall be located landward of the shoreline setback unless otherwise specified by this Program;<br>(c) Docks and shoreline stabilization structures shall be allowed within the shoreline setback as specified in this Program;<br>(d) Public access structures, picnic areas, boat launches, docks and shoreline stabilization structures shall be allowed within the shoreline setback as specified in this Program;<br>(e) ~~Transportation facilities shall be allowed within the shoreline setback as specified in this Program;~~<br>(f) ~~Utilities shall be allowed within the shoreline setback as specified in this Program.~~ | **Shoreline Setback**. A shoreline setback is established for Lake Sammamish, Pine Lake, and Beaver Lake. The shoreline setback area is the area extending forty-five (45) feet (or as reduced by SMC 25.06.020(10)) landward from the OHWM. The following regulations shall apply:<br>~~(b)~~ (a) Non-water dependent shoreline uses and developments, including residential developments, shall be located landward of the shoreline setback unless otherwise specified by this Program;<br>~~(a)~~ (b) Two hundred (200) square feet maximum of residential accessory structure is ~~uses and structures, including uncovered decks less than eighteen (18) inches above ground and impervious ground surfaces, are~~ allowed as specified in this Program;<br>(c) Docks and shoreline stabilization structures shall be allowed within the shoreline setback as specified in this Program;<br>(d) Public access structures, picnic areas, boat launches, docks and shoreline stabilization structures shall be allowed within the shoreline setback as specified in this Program;<br>~~(e) Transportation facilities shall be allowed within the shoreline setback as specified in this Program;~~<br>~~(f) Utilities shall be allowed within the shoreline setback as specified in this Program.~~ |
| **23** | 25.06.020 (8). Page 37-38. | Shoreline Setback Regulations Partial Exemption | ~~**Partial Exemptions.** The following developments, activities and uses are exempt from the review process of the Program provided such exempt activities are otherwise consistent with the purpose of the Program and other applicable regulations and state law. The Director may apply conditions to an underlying permit or approval to ensure that the activities are consistent with the provisions of the Program. (Also see Figure 1.)~~<br>~~a. Structural modification of, addition to or replacement of existing legally created structures, except single detached residences, in existence before the effective date of the Program, which do not meet the applicable shoreline setback or building setback requirements if:~~<br>~~i. The modification, addition, replacement or related activity does not increase the existing footprint of the structure lying within the above-described shoreline setback or building setback area.~~<br>~~b. Structural modification of, addition to or replacement of legally created single detached residences and improvements constructed on existing associated legally created impervious surfaces in existence before the effective date of the Program, that do not meet the applicable shoreline setback or building setback, if:~~<br>~~i. The modification, addition, replacement or related activity does not increase the existing total footprint of the residence and associated impervious surface lying within the shoreline or building setback area by~~ | *See **25.08.100** for proposed alternative.* |

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| | | | ~~more than 200 square feet over that existing before the effective date of the Program; and,~~<br>~~ii. No portion of the modification, addition or replacement is located closer to the OHWM. This exemption may only be used once.~~<br>~~c.Structural modification of, addition to or replacement of legally created single detached residences and improvements constructed on existing associated legally created impervious surfaces in existence before the effective date of the Program, which do not meet the applicable shoreline setback or building setback, if:~~<br>~~i. The modification, addition, replacement or related activity does not increase the existing total footprint of the residence and associated impervious surface lying within the shoreline or building setback area by more than 1,000 square feet over that existing before the effective date of the Shoreline Master program ; and~~<br>~~ii. The footprint expansion extends landward (to the rear) from the existing structure footprint and maintains the same interior lot line setback distances up to the shoreline setback line (known as the "shadow" of the existing structure).~~<br>~~d. Select Vegetation Removal Activities. The removal of the following invasive vegetation is allowed with hand labor and/or light equipment; provided, that the appropriate erosion control measures are used and the area is replanted with native vegetation according to a restoration or enhancement plan that has been approved by the City of Sammamish:~~<br>~~i. Noxious weeds as identified by Washington State or King County noxious weed lists;~~<br>~~ii. Himalayan blackberry (Rubus discolor, R. procerus);~~<br>~~iii. Evergreen blackberry (R. laciniatus);~~<br>~~iv. Ivy (Hedera spp.); and~~<br>~~v. Holly (Ilex spp.), laurel, Japanese knotweed (Polygonum cuspidatum), or any other species on the King County noxious weed list.~~<br>~~e. Conservation, Preservation, Restoration and/or Enhancement.~~<br>~~i. Conservation and preservation of soil, water, vegetation, fish and other wildlife that does not entail alteration of the location, size, dimensions or functions of an existing shoreline setback or vegetation enhancement area; and~~<br>~~f. Restoration and enhancement of shoreline setback or vegetation enhancement area; provided, that actions do not alter the location, dimensions or size of the shoreline setback or vegetation enhancement area; that actions improve and do not reduce the existing quality or functions of the shoreline setback or vegetation~~ | |

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| | | | ~~enhancement area; and that actions are implemented according to a restoration or enhancement plan that has been approved by the City of Sammamish~~ | |
| **24** | Figure 1 (Graphic) Page 39. | Partial Exemption and Vegetation Enhancement Area (VEA) | **Note:** the referenced graphic on page 41 is to be removed from the SMP. | *Acceptable*<br>*Note: Illustrations of the code will be included in the User Guide* |
| **25** | 25.06.020 (9) (a) [new] i. – iv. Page 40. | Shoreline Setback VEA | Property owners shall be required to establish and maintain the vegetation enhancement area:<br>i. The VEA shall be vegetated pursuant to the standards contained in this section as part of any new development or (exterior) redevelopment project that displaces or effects applicable shoreline setbacks or buffers. For developments or additions of less than 500 square feet, the Director may reduce the landscaping requirements upon a finding that such reduction is necessary to make the landscaping requirement proportional to the scope of the development or redevelopment; or<br>ii. As required by SMC 25.06.020(10), if they propose to construct or expand the footprint of a residential structure that is located entirely or partially in the shoreline setback or reduced shoreline setback such that the expanded footprint within the shoreline setback will increase by more than two hundred (200) square feet of footprint ~~including when using the partial exemption of SMC 25.06.020(8)~~; or<br>iii. If they propose to construct or expand an existing bulkhead or other stabilization structure by more than ten percent (10%).<br>iv. Excluded from this requirement are changes to a structure that do not expand the footprint. ~~Also excluded from this requirement is rebuilding in the same footprint plus up to two hundred (200) square feet of additional footprint area within the shoreline setback providing the additional footprint area is not closer to the lake.~~ | Property owners shall be required to establish and maintain the vegetation enhancement area:<br>i. ~~The VEA shall be vegetated pursuant to the standards contained in this section as~~ As part of any new development or (exterior) redevelopment project that displaces or **a**ffects ~~effects~~ applicable shoreline setbacks or buffers. For developments or additions of less than 500 square feet, the ~~Director may reduce~~ landscaping requirements~~s~~ **shall be** ~~upon a finding that such reduction is necessary to make the landscaping requirement~~ proportional to the ~~scope~~ **area of disturbance** or redevelopment; or<br>~~ii. As required by SMC 25.06.020(10), if they propose to construct or expand the footprint of a residential structure that is located entirely or partially in the shoreline setback or reduced shoreline setback such that the expanded footprint within the shoreline setback will increase by more than two hundred (200) square feet of footprint including when using the partial exemption of SMC 25.06.020(8); or~~<br>~~iii.~~ ii. If they propose to construct or expand an existing bulkhead or other stabilization structure by more than ten percent (10%).<br>~~iv.~~ iii. Excluded from this requirement are changes to a structure that do not expand the footprint. ~~Also excluded from this requirement is rebuilding in the same footprint plus up to two hundred (200) square feet of additional footprint area within the shoreline setback providing the additional footprint area is not closer to the lake.~~ |
| **26** | 25.06.020 (9)(b) Page 40. | Shoreline Setback VEA | (b) The vegetation enhancement area, excluding the active use area, shall be planted or maintained with at least seventy-five percent (75%) by area of the vegetation consisting of native trees, shrubs, and groundcover designed to improve ecological functions. ~~Up to twenty-five percent (25%) by area of the vegetation in the vegetation enhancement area may be composed of non-native or ornamental plantings.~~ The VEA planting plan shall include one tree for every 500 square feet, one shrub for every 25 square feet, and 100 percent ground cover within the VEA. | *Acceptable* |

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| **27** | 25.06.020 (9)(d) Page 40. | Shoreline Setback VEA | ~~(a)~~ Structures, decks and paved areas within the vegetation enhancement area may only be located within the limits of the active use area ~~except~~ as ~~otherwise allowed by~~ specified within this Program. | *Acceptable* |
| **28** | 25.06.020 (10) Page 40. | Lake Sammamish reduced Setback | **Lake Sammamish Reduced Shoreline Setback**. The Lake Sammamish shoreline setback may be reduced in the Shoreline Residential Environment in accordance with mitigation sequencing principles (section 25.06.020) ~~this Program~~ and as shown in the Table 1 below. | **Lake Sammamish Reduced Shoreline Setback**. The Lake Sammamish shoreline setback may be reduced in the Shoreline Residential Environment or for public uses and development in the Urban Conservancy Environment in accordance with mitigation sequencing principles (section 25.06.020) ~~this Program~~ and setback reductions as shown in ~~the~~ Table 1 below. |

(Continued next page)

Section 25.06.020 (10) **Table 1 - Shoreline Setback Reductions** (Page 41).

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| 29 | Reduction Priority | Setback Reduction(feet) | Reduction Criteria<br>Reductions may be cumulative, but in no case shall the resulting shoreline setback be less than twenty ~~fifteen~~ (20~~15~~) feet*.<br>Reductions must be utilized in order of highest priority with Reduction Priority No. 1 being the highest priority. Planting in accordance with VEA requirements. | *See 25.06.020(10) Table I – Shoreline Setback Reductions for proposed alternative.* |
| | 1 | 15 feet | For removal of an existing bulkhead located at, below, or within five feet landward of the lake's OHWM and subsequent restoration of the shoreline to a natural or seminatural state, including the restoration of topography, soil composition, and vegetation; or, | *See 25.06.020(10) Table I – Shoreline Setback Reductions for proposed alternative.* |
| **30** | | | ~~For restoration of the shoreline to a natural or seminatural state if no bulkhead is present, but other existing unnatural shoreline contours are present; or~~, | *See 25.06.020(10) Table I – Shoreline Setback Reductions for proposed alternative.* |
| **31** | | | ~~For preservation of the existing natural shoreline conditions if no bulkhead or other unnatural shoreline features are present~~. | *See 25.06.020(10) Table I – Shoreline Setback Reductions for proposed alternative.* |
| **32** | ~~2~~ | ~~10 feet~~ | ~~For establishment of a 15-foot vegetation enhancement area along the shoreline.~~ | *See 25.06.020(10) Table I – Shoreline Setback Reductions for proposed alternative.* |
| **33** | 3 | 5~~10~~ feet | For establishment of at least a 5 foot width of native vegetation along the entire waterward side of the OHWM or a modified bulkhead, including the use of small gravel or rock fill, as part of an Army Corps of Engineer approved plan and in compliance with all WDFW and other appropriate agency regulations. | *See 25.06.020(10) Table I – Shoreline Setback Reductions for proposed alternative.* |
| **34** | 4 | 5~~-10~~ feet | Reduction of 5 feet for impervious surface coverage 10 percent less than the city standard ~~and 10 feet for impervious surface coverage 20 percent less than the city standard~~ as allowed by SMC 25.07.080(2)(b) or (c). | *See 25.06.020(10) Table I – Shoreline Setback Reductions for proposed alternative.* |
| | 5 | 5 feet | For limiting lawn area to no greater than 20 percent of the shoreline jurisdiction area. | *See 25.06.020(10) Table I – Shoreline Setback Reductions for proposed alternative.* |
| | 6 | 1-10 feet | For every 50 square feet of native planting area added landward of and adjacent to the VEA, 1 foot reduction (up to 10 feet maximum reduction). | *See 25.06.020(10) Table I – Shoreline Setback Reductions for proposed alternative.* |
| **35** | ~~7~~ | ~~5-feet~~ | ~~For preservation of existing native vegetation or restoration of native vegetation, as necessary, in a minimum 5 foot wide nearshore area below the lake's OHWM~~. | *See 25.06.020(10) Table I – Shoreline Setback Reductions for proposed alternative.* |
| | 8 | 5 feet | For preparation of, and agreement to adhere to, a written shoreline vegetation management plan that includes appropriate limitations on the use of fertilizer, herbicides, and pesticides to protect lake water quality. | *See 25.06.020(10) Table I – Shoreline Setback Reductions for proposed alternative.* |

* Plus the five (5) foot building setback (SMC 25.06.020)

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| **36** | **General Regulations** 25.06.020(10) a. Page 42. | Lake Sammamish reduced Shoreline Setback | ~~(a) The partial exemption(s) of SMC 25.06.020(8)(b) and (c) may be utilized for modifications, replacements and additions that do not expand the footprint by more than one thousand (1,000) square feet within the shoreline setback in lieu of the reductions authorized in Table 1, with establishment and maintenance of the 15 foot vegetation enhancement area. Establishment of the vegetation enhancement area is encouraged but not required for expansions of two hundred (200) square feet or less.~~ | *Acceptable*<br>*See **25.08.100(1) (a)** for proposed alternative.* |
| **37** | 25.06.020(12) Page 42. | Pine & Beaver Lakes Vegetation Enhancement Area (VEA) | (12) **Pine and Beaver Lakes Vegetation Enhancement Area.** A vegetation enhancement area immediately landward of the OHWM is ~~encouraged~~ required, as compensatory mitigation for any new or expanded development that is proposed within applicable shoreline setback or buffer areas. For developments or additions with a total addition of less than 500 square feet, the Director may reduce the landscaping requirement upon a finding that such reduction is necessary to make the landscaping requirement proportional to the scope of the development or redevelopment. | (12) **Pine and Beaver Lakes Vegetation Enhancement Area.** A vegetation enhancement area immediately landward of the OHWM is ~~encouraged~~ required~~,~~ as compensatory mitigation for any new or expanded development that is proposed within applicable shoreline setback or buffer areas. For developments or additions **of less than 500 square feet the** ~~with a total addition of less than 500 square feet, the Director may reduce the landscaping requirement upon a finding that such reduction is necessary to make the~~ landscaping requirement **shall be** proportional to the **area of disturbance** ~~scope~~ of the development or redevelopment. |
| **38** | **Shoreline Public Access Regulations** 25.06.030(2) Page 42. | Public Access Residential Sub-division | (2) New public access is not required for new single-family residential subdivisions of 9 lots or residential units or less. | *Acceptable* |

(Continued next page)

**Section 25.07.010 Summary of Uses, Approval Criteria, and Process** (Pages 44 – 45).

Table 2: Permitted Uses [Note: Only Uses added or changed are included, this table does not include all section from Table 2 on pages 44 – 45 of the SMP]

| ITEM | SMP PROVISION | DEPARTMENT OF ECOLOGY REQUIRED CHANGES ATTACHMENT B | | | | CITY ACCEPTANCE OR ALTERNATIVE | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Use (SMP Section) | Lake Sammamish SR | Lake Sammamish UC | Pine and Beaver Lakes SR | Pine and Beaver Lakes UC | | | | |
| | P = Permitted; C = Conditional Use; X= Prohibited | | | | | | | | |
| **39** | Fill and excavation and grading landward of the OHWM (25.07.030) | P | P | P | P | *Acceptable* | | | |
| **40** | Fill waterward of the OHWM, except for ecological restoration (25.07.030) | C | C | C | X | C | C | C | ~~X~~ C |
| **41** | Fill waterward of the OHWM for ecological restoration(25.07.030) | P | P | P | C | P | P | P | ~~C~~ P |
| **42** | Public recreational use and structures | P | P | P | P | *Acceptable* | | | |
| **43** | Agriculture | X | X | X | X | X | X | ~~X~~ C | ~~X~~ C |
| | | | | | | *Also see Items AA and BB – Additional Changes for proposed alternative.* | | | |
| **44** | Aquaculture | C | X | C | X | *Acceptable* | | | |
| **45** | Boating Facilities | X | X | X | X | ~~X~~ P | ~~X~~ P | ~~X~~ P | ~~X~~ P |
| | | | | | | *Also see Item CC and DD – Additional Changes for proposed alternative.* | | | |
| **46** | Water Oriented Commercial Development | C | C | X | X | *Acceptable* | | | |
| **47** | Non-Water Oriented Commercial Development | X | X | X | X | *Acceptable* | | | |
| **48** | Forrest Practices | C | C | C | C | ~~Forrest Practices~~ Forest Practices | | | |
| **49** | Water Dependent Industry | X | X | X | X | *Acceptable* | | | |
| **50** | Non-Water Dependent Industry | X | X | X | X | *Acceptable* | | | |
| **51** | Mining | X | X | X | X | *Acceptable* | | | |

(Continued next page)

**Section 25.07.010 Summary of Uses, Approval Criteria, and Process** (Pages 46 - 47).
Table 3: Dimensional Standards [Note: Only Uses added or changed are included, this table does not include all section from Table 2 on pages 46 - 47 of the SMP]

| ITEM | SMP PROVISION | DEPARTMENT OF ECOLOGY REQUIRED CHANGES ATTACHMENT B | | | | CITY ACCEPTANCE OR ALTERNATIVE |
|---|---|---|---|---|---|---|
| | | Lake Sammamish SR | Lake Sammamish UC | Pine and Beaver Lakes SR | Pine and Beaver Lakes UC | |
| **Docks: Private Residential (SMC 25.07.050)** | | | | | | |
| **52** | Maximum Area<br>Single owner | 480~~600~~ square feet | 480~~600~~ square feet | 480~~600~~ square feet | 480~~600~~ square feet | *Acceptable*<br>*Also see Item 25.07.050* |
| **53** | Maximum Area<br>2 - 9 owners | 700~~800~~ square feet | 700~~800~~ square feet | 700~~800~~ square feet | 700~~800~~ square feet | *Acceptable*<br>*Also see Item 25.07.050* |
| **54** | Dock Width | 4 feet within 30 feet of OHWM, 6 feet when more than 30 feet from OHWM ~~Up to 50% of lot width~~ | 4 feet within 30 feet of OHWM, 6 feet when more than 30 feet from OHWM ~~Up to 50% of lot width~~ | 4 feet within 30 feet of OHWM, 6 feet when more than 30 feet from OHWM ~~Up to 50% of lot width~~ | 4 feet within 30 feet of OHWM, 6 feet when more than 30 feet from OHWM ~~Up to 50% of lot width~~ | *Pine and Beaver Lakes SR and UC:*<br>~~Up to 50% of lot width~~ 4 to 6 feet within 10 ~~30~~ feet of OHWM. Total of the platform area and walkway area are not to exceed 480 square feet. Also see 25.07.050(3).<br>*Also see 25.07.050* |
| **Setbacks (SMC 25.06.020)** | | | | | | |
| **55** | Vegetation Enhancement Area (VEA) | 15 feet | 15 feet | 15 feet ~~Encouraged~~ | 15 feet ~~Encouraged~~ | *Acceptable* |
| **56** | Active Use Area | 25% of VEA | 25% of VEA | 25% of VEA ~~No limit~~ | 25% of VEA ~~No limit~~ | 25% of VEA ~~No limit~~<br>Also see 25.06.020(10) Table 1: Shoreline Setback Reductions |

**Section 25.07.020 Shoreline Modification Regulations** (Pages 57 – 70).

| ITEM | SMP PROVISION | TOPIC | DEPARTMENT OF ECOLOGY REQUIRED CHANGES ATTACHMENT B | CITY ACCEPTANCE OR ALTERNATIVE |
|---|---|---|---|---|
| **57** | **Shoreline Modification Regulations** 25.07.020(1) (a, b and, f). Page 48. | Dredging Regulations | (a) Dredging shall be the minimum necessary to accomplish its purpose.<br>(b) Projects shall be designed to minimize or eliminate the need for future dredging,<br>(c)Construction of a public dock for public water-dependent recreational use, provided that the dredging is limited to the minimum needed to accommodate the public dock and then only when there is no feasible alternative. | *Acceptable* |
| **58** | 25.07.030(5) Page 49. | Filling and Excavation Regulations | (5) Fill shall not be used to alter the OHWM, except as part of an approved restoration project. Filling waterward of the OHWM shall only be allowed when necessary to support one or more of the following: | *Acceptable* |
| **59** | 25.07.030(5)(f) Page 49. | Filling and Excavation Regulations | (f) Expansion or alteration of public transportation facilities of statewide significance currently located in the shoreline on the date of adoption of this SMP where there is no feasible ~~reasonable~~ alternative; | *Acceptable* |
| **60** | 25.07.030(5) Page 49. | Filling and Excavation Regulations | (h) Fill waterward of the OHWM for any other purpose than ecological restoration shall require a Shoreline Conditional Use Permit. | *Acceptable* |

| ITEM | SMP PROVISION | TOPIC | DEPARTMENT OF ECOLOGY REQUIRED CHANGES ATTACHMENT B | CITY ACCEPTANCE OR ALTERNATIVE |
|---|---|---|---|---|
| **61** | 25.07.050 (1)<br>(a), (b) revised new] (i), (j), (k), (l)<br><br>Page 50. | Private Docks, Floats –<br>Development Standards | (a) ~~No new dock or float shall be wider than fifty percent (50%) of the lot width at the waterfront edge.~~Pier or docks shall be no wider than 4-feet, except an additional 2-foot of width can be allowed without a variance, for a property owner with a condition that qualifies for state disabled accommodations. The City can also allow without a variance, up to 2-feet of additional pier or dock width limited to areas more than 30-feet waterward of the OHWM, if approved by other permitting agencies, such as the U.S. Army Corps of Engineers or the Washington Department of Fish and wildlife. Otherwise piers and docks shall not exceed 4-feet in width. The area of the float shall be counted as part of the overall pier/dock area.<br>(d) No new float shall cover more than one hundred fifty (150) square feet of the lake. The area of the float shall be counted as part of the overall pier/dock area.<br>(j) Pier, docks, and platform lifts must be fully grated or contain other materials that allow a minimum of 40% light transmission through the decking material. If float tubs for docks preclude use of fully grated decking materials, then a minimum of 2 feet of grating must be installed down the center of the entire float.<br>(j) Except for Pine and Beaver Lakes, ells, fingers and deck platforms can be no closer than30 feet waterward of the ordinary high water mark.<br>(k)Pilings or moorage piles shall not be treated with pentachlorchlorophenol, creosote, chromate copper arsenate (CCA) or comparable toxic compounds.<br>(l) Except for Pine and Beaver Lakes, the first set of pilings for a pier or dock shall be located no closer than 18 feet from the ordinary high water mark. | *Acceptable*<br>*Also see **25.07.050(1)(j-k).*** |
| **62** | 25.07.050 (1) (i)<br>Page 51 | Private Docks, Floats –<br>Repair and Replacement | (i) Existing legally established private docks and floats may be ~~repaired and maintained~~ repaired or replaced consistent with dimensional, decking and design standards for new piers as described in section 25.07.050 of this chapter. | *See **25.07.050** for proposed alternative.* |
| **63** | 25.07.050 (2) (d) i. – ii.<br>Page 51. | Private Docks, Floats –<br>Lake Sammamish Development Standards | (d) Maximum overwater area coverage for private docks on Lake Sammamish, excluding canopy coverage shall not exceed:<br>i. Four hundred and eighty (480) ~~Six hundred (600)~~ square feet for private residential docks serving one lot; or<br>ii. Seven (700) ~~Eight hundred (800)~~ square feet for private residential docks serving two (2) to nine (9) lots in a shared use agreement; or | *Acceptable* |

| ITEM | SMP PROVISION | TOPIC | DEPARTMENT OF ECOLOGY REQUIRED CHANGES ATTACHMENT B | CITY ACCEPTANCE OR ALTERNATIVE |
|---|---|---|---|---|
| **64** | 25.07.050 (3) (b) i.<br>Page 52. | Private Docks, Floats –<br>Pine & Beaver Lake Development Standards | (b) Maximum overwater area coverage for private docks on Pine and Beaver Lake shall not exceed:<br>i. Four hundred and eighty (480) ~~Six hundred (600)~~ square feet for private residential docks serving one lot. | *Acceptable* |
| **65** | 25.07.060 (1) [new] (b) and (c).<br>Page 52. | Public Docks and Floats Regulations | (b) With the exception of total overwater coverage, public recreational docks shall comply with design standards required for private docks listed in 25.07.050 (1) (a) – (l) of this chapter.<br>(c)Consistent with 25.07.050 (1) (e) above, the width of public recreational piers and docks should be minimized, but can be authorized up to 6-feet in width subject to Army Corps of Engineer or Washington Department of Fish and Wildlife approval;<br>(d) No public recreational dock shall exceed 3,000 square feet in surface area. There is no dock length limit for public recreational docks, however, public piers and docks shall not interfere with navigation. | *Acceptable* |
| **66** | 25.07.070 (1) (a).<br>Page 53. | Shoreline Stabilization Regulations | (a) The impacts must be first avoided, then minimized and then mitigated such that there is no net loss of shoreline ecological functions. This is achieved by maintaining the required vegetation enhancement area in a vegetated condition, or planting the shoreline vegetation enhancement area in accordance with this Program; and | (a) The impacts must be first avoided, then minimized and then mitigated through compliance with this program and other applicable regulations such that there is no net loss of shoreline ecological functions. This is achieved by maintaining the required vegetation enhancement area in a vegetated condition, or planting the shoreline vegetation enhancement area in accordance with this Program; and |
| **67** | 25.07.080 (2) [new] (b).<br>Page 55. | Residential Use Regulations. | (b) Residential structures shall be located to avoid the need for future shoreline stabilization. | *Acceptable* |

| ITEM | SMP PROVISION | TOPIC | DEPARTMENT OF ECOLOGY REQUIRED CHANGES ATTACHMENT B | CITY ACCEPTANCE OR ALTERNATIVE |
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| **68** | 25.07.080 (2) (d) [new] iv.<br>Page 55. | Residential Use Regulations. | (d) New ~~accessory~~ structures, ~~excluding accessory dwelling units,~~ may be located waterward of the shoreline setback provided that all of the following criteria are met:<br>iv. Potential impacts are managed consistent with Mitigation Sequencing (i.e. Avoid, Minimize, and then Mitigate) including identification of appropriate mitigation to offset any anticipated impacts resulting from the project. | (d) New ~~accessory~~ structures, excluding accessory dwelling units, may be located waterward of the shoreline setback provided that all of the following criteria are met:<br>iv. Potential impacts are managed consistent with **the provisions of this program. Where environmental impacts not otherwise avoided or mitigated by compliance with the program and other applicable regulations are identified**, mitigation sequencing (i.e. avoid, minimize, and then mitigate), ~~Mitigation Sequencing (i.e. Avoid, Minimize, and then Mitigate)~~ including identification of appropriate mitigation to offset any anticipated impacts resulting from the project, **shall be utilized**.<br>**(e) New accessory dwelling units may be located landward of the shoreline setback provided that all of the following criteria are met:**<br>**(i) Only one accessory dwelling unit per primary single detached dwelling unit;**<br>**(ii) Only in the same building as the primary dwelling unit when there is more than one primary dwelling on a lot;**<br>**(iii) The primary dwelling unit or the accessory dwelling unit shall be owner occupied;**<br>**(a) One of the dwelling units shall not exceed a floor area of 1,000 square feet when detached, or except when one of the dwelling units is wholly contained within the existing residence then the floor area shall not exceed 40 percent of the floor area of the existing unit;**<br>**(b) When the primary and accessory dwelling units are located in the same building, only one entrance may be located on each street side of the building;**<br>**(c) The total number of occupants in both the primary residence and the accessory dwelling unit combined may not exceed the maximum number established by the definition of family in SMC 21A.15.450;**<br>**(d) Additions to an existing structure or the development of a newly constructed detached ADU shall be designed consistent with the existing facade, roof pitch, siding, and windows of the primary dwelling unit;**<br>**(iv) No additional off-street parking space shall be provided when the parcel contains four (4) or more parking spaces;**<br>**(v) The accessory dwelling unit shall be converted to another permitted use or shall be removed if one of the dwelling units ceases to be owner occupied; and**<br>**(vi) An applicant seeking to build an accessory dwelling unit shall file a notice approved by the department with the records and elections division that identifies the dwelling unit as accessory. The notice shall run with the land. The applicant shall submit proof that the notice was filed before the department shall approve any permit for the construction of the accessory dwelling unit. The required contents and form of the notice shall be set forth in administrative rules.** |

| ITEM | SMP PROVISION | TOPIC | DEPARTMENT OF ECOLOGY REQUIRED CHANGES ATTACHMENT B | CITY ACCEPTANCE OR ALTERNATIVE |
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| **69** | 25.07.080 (3) (a) and (b). Page 56. | Residential Use Regulations | (6) **Lake Sammamish.** An existing legally established residential structure may be expanded or reconfigured consistent with the substantive requirements of this program.. ~~Expansion/modification shall be subject to the requirements of SMC 25.06.020. Expansion shall be allowed in accordance with SMC 25.06.020(8). The minimum distance between the OHWM and the waterward edge of the footprint of the expansion (not including a maximum of eighteen (18) inches of overhanging eaves) shall be at least twenty (20) feet in accordance with SMC 25.06.020.~~<br>(7) **Pine and Beaver Lakes.** An existing legally established residential structure may be expanded or reconfigured consistent with the substantive requirements of this program. ~~Expansion into the shoreline setback shall occur only as allowed in SMC 25.06.020(8). Expansion/modification shall be subject to the requirements of SMC 25.06.020.~~ | *Acceptable* |
| **70** | 25.07.080 (5). Page 56. | Residential Use Regulations - Fences | (5) **Fences**. No portion of any fences within shoreline jurisdiction shall exceed six (6) feet in height, as measured from the existing ground elevation along the proposed fence alignment, and shall not be located within wetlands, streams, or SMC 21A.50 buffers. To the extend feasible, Fences should be located outside of the shoreline setback upland of the OHWM, in an effort to minimize disruption of wildlife migration along shoreline areas. | **(5) Fences**. No portion of any fences within shoreline jurisdiction shall exceed six (6) feet in height, as measured from the existing ground elevation along the proposed fence alignment, and shall not be located within wetlands, streams, or SMC 21A.50 buffers. To the extent feasible, fences ~~extend feasible, Fences~~ should be located outside of the shoreline setback upland of the OHWM, in an effort to minimize disruption of wildlife migration along shoreline areas. |
| **71** | 25.07.110 (8) (a). Page 59. | Utilities Regulations | (a) No ~~reasonable~~ feasible alternative exists; and | *Acceptable* |
| **72** | 25.07.110 [new] (10). Page 59. | Utilities Regulations | (10) Utility production and processing facilities, such as power plants and sewage treatment plants, or parts of those facilities that are non-water oriented, shall not be allowed in shoreline areas, unless it can be demonstrated that no other feasible option is available. | *Acceptable* |
| **74** | 25.08.100(1) (a) Page 63. | Non-conforming Use and Development Standards | (a) Reconstruction, replacement, or expansion of the exterior footprint of an existing, legally established non-conforming structure is allowed provided that the addition or reconstruction does not increase the degree of non-conformity ~~except as allowed in SMC 25.06.020~~. | *See **25.08.100(2)(a)** for proposed alternative.* |
| **75** | 25.08.100(1)(c)i Page 63. | Non-conforming Use and Development Standards | i. The maintenance/reconstruction/repair does not increase the extent of non-conformity by encroaching upon or extending into the building setback area or shoreline setback or other area where new construction or use would not be allowed ~~except as specifically allowed in SMC 25.07.080~~. | *See **25.08.100(2)(c)(i)** for proposed alternative.* |

| ITEM | SMP PROVISION | TOPIC | DEPARTMENT OF ECOLOGY REQUIRED CHANGES ATTACHMENT B | CITY ACCEPTANCE OR ALTERNATIVE |
|---|---|---|---|---|
| **76** | 25.08.100(1) (d).<br>Page 64. | Non-conforming Structures | ~~(d) Existing legally established structures that are non-conforming as to SMC 21A.50 buffer requirements for wetlands, streams, ponds or landslide hazard areas and their building setbacks may be modified, expanded, and/or replaced according to SMC 21A.50.060, sections (1)(a) and (1)(b). Structure non-conformity for any reason other than SMC 21A.50 buffer requirements for wetlands, streams, ponds or landslide hazard areas and their building setbacks must comply with the regulations of this section.~~ | *See **25.08.100(1) (a)** for proposed alternative.* |
| **77** | 25.08.100(2) (a).<br>Page 64. | Non-conforming Lots | (a) An undeveloped lot, tract, parcel, site, or division of land located landward of the OHWM that was legally established prior to the effective date of this Program, but which does not conform to the present lot size standards, may be developed ~~if permitted by other land use regulations. Such development shall conform to all~~ subject to conformance to other applicable requirements of this program. | *Acceptable* |

**The following changes are recommended by Ecology to clarify elements of the City's updated SMP.**

| ITEM | SMP PROVISION | TOPIC | DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES ATTACHMENT C | CITY ACCEPTANCE OR ALTERNATIVE |
|---|---|---|---|---|
| **A** | 25.06.020 (2)<br>Page 42. | Aquatic Weed Control | (2) **Aquatic Weed Control and Noxious Weed Control.** Aquatic weed control and noxious weed control may occur when the health and sustainability of native plant communities and associated habitats are threatened or when a water dependent use is restricted by their presence. Control with hand labor and/or light equipment is allowed provided that the appropriate erosion control measures are used and the area is replanted with native vegetation. Control shall occur in conformance with applicable local, state and/or federal regulations. | *Acceptable* |
| **B** | 25.06.020 [new] (14).<br>Page 42. | Allowances for Critical Areas | (14) **Allowed Activities within Critical Areas within Shoreline Jurisdiction:** The following activities are allowed subject only to compliance with best management practices and procedural requirements of this program:<br>(a) Emergencies<br>(b) Public water, electric, and natural gas distribution, public sewer collection, cable communications, telephone utility, and related activities undertaken pursuant to City-approved best management practices, as follows: | *Acceptable* |

| ITEM | SMP PROVISION | TOPIC | DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES ATTACHMENT C | CITY ACCEPTANCE OR ALTERNATIVE |
|---|---|---|---|---|
| **C** | 25.07.050 (1) (m, n, i. – iii.)<br>Page 50 | Private Docks, Floats – Repair and Replacement | (m) Existing legally established private docks and floats may be Repaired or Replaced consistent with the following standards provided within this chapter and listed below.<br>(n) Repair or Replacement of an existing Residential Pier or Dock shall be administered as follows:<br>i. Repair proposals which replace 75 percent or greater of the existing pier-support piles are considered replacement piers and must comply with requirements for Replacement Piers (below), and;<br>ii. On Lake Sammamish, repair proposals which replace between 25 and 75 percent of the existing pier-support piles must achieve the minimum 18-foot spacing to the extent allowed by site-specific engineering or design considerations and shall install deck grating on all areas of replaced decking, and;<br>iii. All proposed replacement piles shall be the minimum size allowed by site-specific engineering or design considerations. | *See **25.07.050** for proposed alternative.* |
| **D** | 25.07.050 (1) [new] (o). i. ii.<br>Pages 51. | Private Docks, Floats – Replacement | (o) A Replacement of an existing private Pier or Dock shall be consistent with the following requirements:<br>i. A proposal to replace the entire pier or dock, or 75% or more of the pier-support piles, must meet the dimensional, decking, and design standards for new piers as described above in 25.07.050(1) (a) - (l), except the City may administratively approve an alternative design as provided in 25.07.050(1) (p) below, and:<br>ii. As mitigation for pier/dock replacement, existing skirting shall be removed and may not be replaced. | *See **25.07.050** for proposed alternative.* |
| **E** | 25.07.050 (1) [new] (p). i. – iv.<br>Pages 51. | Private Docks, Floats – Replacement Alternative Design | (p) **Alternative Design:** The City shall approve the following modifications to a pier replacement proposal that deviates from the dimensional standards required by this chapter subject to approval by other permitting agencies, such as the U.S. Army Corps of Engineers or the Washington Department of Fish and wildlife. In addition, the following requirements and all other applicable provisions in this chapter shall be met:<br>i. **State and Federal Agency Approval:** U.S. Army Corps of Engineers or the Washington Department of Fish and Wildlife have approved the proposal, and;<br>ii. **Materials:** use of graded decking consistent with this chapter, and;<br>iii. **Maximum Area:** No larger than existing pier, and;<br>iv. **Minimum Water Depth:** No shallower than authorized through state and federal approval. | *See **25.07.050** for proposed alternative.* |

| ITEM | SMP PROVISION | TOPIC | DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES ATTACHMENT C | CITY ACCEPTANCE OR ALTERNATIVE |
|---|---|---|---|---|
| F | 25.07.080 (6) (c). Page 56. | Residential Use Regulations - Subdivision | (c)All new subdivisions shall be allowed one additional shared use dock. A pier or dock existing prior to subdivision application ~~An existing dock~~ may remain for either shared use or use by one lot in the subdivision. | (c) All new subdivisions shall be allowed one additional shared use dock. A ~~pier or~~ dock existing prior to subdivision application ~~An existing dock~~ may remain for either shared use or use by one lot in the subdivision. |
| G | 25.07.080 [new] (7). Page 56. | Residential Use – Accessory Dwelling Unit | (7) **Accessory Dwelling Unit (ADU).** Only one accessory dwelling is allowed per primary single detached dwelling unit. An ADU is only allowed in the same building as the primary dwelling unit when the lot is less than 10,000 square feet in area or when there is more than one primary dwelling on a lot. One of the dwelling units shall not exceed a floor area of 1,000 square feet except when one of the dwelling units is wholly contained within a basement or attic. A detached ADU shall be located outside of all critical area buffers and/or shoreline setback areas and shall not be subject to any shoreline setback reductions or variances. | *Acceptable*<br>*Also see Item 68.* |
| H | 25.07.080 [new] (8). Page 56.<br>25.07.110 [new] (11). Page 65. | Residential Use – Accessory Utilities | **Accessory Utilities.** For single family residences accessory utilities include electrical, gas, water, cable, telephone, and public sewer connections to the primary utilities, and also installation of septic tank and drainfields. | *Acceptable* |
| I | 25.08.100(1) [New] (h). Page 64. | Non Conforming - Allowances | (h) **Allowances.** The following developments, activities and uses are allowed provided such activities are otherwise consistent with this Program and other applicable regulations and law. The Director may apply conditions to an underlying permit or approval to ensure that the activities are consistent with the provisions of the Program.<br>(i) Structural modification of, addition to or replacement of existing legally created structures, except single detached residences, in existence before the effective date of the Program, which do not meet the applicable shoreline setback or building setback requirements if:<br>(a) The modification, addition, replacement or related activity does not increase the existing footprint of the structure lying within the above-described shoreline setback or building setback area.<br>(ii) Structural modification of, or replacement of legally created single detached residences in existence before the effective date of the Program, that do not meet the applicable shoreline setback or building setback, if:<br>(a) The modification, addition, replacement or related activity does not increase the existing total footprint of the residence and associated impervious surface lying within the shoreline or building setback area over that existing before the effective date of | *See **25.08.100(2) (g)** for proposed alternative.* |

| ITEM | SMP PROVISION | TOPIC | DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES ATTACHMENT C | CITY ACCEPTANCE OR ALTERNATIVE |
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| | | | the Program; and,<br>(b) No portion of the modification, addition or replacement is located closer to the OHWM. This allowance may only be used once.<br>(iii) Structural modification of, or replacement of legally created single detached residences in existence before the effective date of the Program, which do not meet the applicable shoreline setback or building setback, if:<br>(a) The modification, addition, replacement or related activity does not increase the existing total footprint of the residence over that existing before the effective date of the Shoreline Master program ; and<br>(b) The footprint expansion extends landward (to the rear) from the existing structure footprint and maintains the same interior lot line setback distances up to the shoreline setback line (known as the "shadow" of the existing structure). | |
| J | 25.08.100(1) [New] (i), (ii), and (iii).<br>Page 64. | Allowed Activities within Critical Areas | (i) **Allowed Activities in Critical Areas.** The following developments, activities and uses are allowed provided such activities are otherwise consistent with this Program and other applicable regulations. The director may apply conditions to an underlying permit or approval to ensure that the activities are consistent with the provisions of this chapter.<br>(a) Structural modification of, addition to or replacement of existing legally created structures, except single detached residences in existence before November 27, 1990, which do not meet the building setback or buffer requirements for wetlands, streams, ponds or landslide hazard areas if the modification, addition, replacement or related activity does not increase the existing footprint of the structure lying within the above-described building setback area, critical area or buffer.<br>(b) Structural modification of, or replacement of legally created single detached residences in existence before November 27, 1990, which do not meet the building setback or buffer requirements for wetlands, streams, ponds or landslide hazard areas if the modification, addition, replacement or related activity does not increase the existing total footprint of the residence and associated impervious surface lying within the above-described buffer or building setback area by more than existing before November 27, 1990, and no portion of the modification, addition or replacement is located closer to the critical area.<br>(c) Maintenance or repair of structures that do not meet the development standards of this chapter for landslide or seismic hazard areas if the maintenance or repair does not increase the footprint of the structure and there is no increased risk to life or property as a result of the proposed maintenance or repair.<br>(d) Conservation, Preservation, Restoration and/or Enhancement.<br>(i) Conservation and preservation of soil, water, vegetation, fish and other wildlife | *See **25.08.100(1) (a)** for proposed alternative.* |

| ITEM | SMP PROVISION | TOPIC | DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES ATTACHMENT C | CITY ACCEPTANCE OR ALTERNATIVE |
|---|---|---|---|---|
| | | | that does not entail alteration of the location, size, dimensions or functions of an existing critical area or buffer; and<br>(ii) Restoration and enhancement of critical areas or buffers; provided, that actions do not alter the location, dimensions or size of the critical area or buffer; that actions improve and do not reduce the existing quality or functions of the critical areas or buffers; and that actions are implemented according to a restoration or enhancement plan that has been approved by the City of Sammamish.<br>(ii) Existing and ongoing agriculture and grazing of livestock is allowed subject to any limitations established by law, if the agriculture or grazing activity was in existence before November 27, 1990. | |

**The following changes are recommended by Sammamish staff to clarify elements of the City's updated SMP.**

| ITEM | SMP PROVISION | TOPIC | ADDITIONAL CHANGES: STAFF/ECOLOGY COMMENTS | CITY PROPOSAL/CORRECTION |
|---|---|---|---|---|
| **AA** | 25.04.020(1) & 25.04.020(2) | Boating Facilities Policies | | 25.04.020(1) Boating Facilities, Docks, Floats Mooring Buoys, and Boats/Watercraft Lift Policies<br>(d) Private beach clubs, associations of five (5) or more residences with existing facilities, and jointly owned waterfront parcels may have docks, mooring buoys, and floats consistent with the Policies in this section<br>25.04.020(2) Docks, Floats, Mooring Buoys, and Boat Watercraft Lift Policies (includes Boating Facilities) |
| **BB** | 25.07.040 new (5,6) Page 50 | Boating Facilities Regulations | | 25.07.040 Boating Facilities and Boat Launches - Ramps and Rails Regulations<br>(5)Private beach clubs, associations of five (5) or more residences with existing facilities, and jointly owned waterfront parcels may have docks, ~~piers,~~ mooring buoys, and floats consistent with the regulations in 25.07. 050.<br>(6) Structures accessory to the docks, mooring buoys, and floats may be constructed on the upland parcels with a shoreline substantial development permit issued consistent with this Program, specifically 25.06.020 and 25.07.080 (d). |
| **CC** | 25.04.070 (new) | Agricultural Use Policies | | 25.04.070 Agricultural Use Policies<br>(1) New agricultural operations should be discouraged.<br>(2) Existing agricultural operations may continue consistent with the goals, policies and regulations of this Program. |

| ITEM | SMP PROVISION | TOPIC | ADDITIONAL CHANGES: STAFF/ECOLOGY COMMENTS | CITY PROPOSAL/CORRECTION |
|---|---|---|---|---|
| **DD** | 25.07.120 | Agricultural Use Regulations | | 25.07.120 Agricultural Use Regulations<br>(1) New agricultural operations are not permitted within the shoreline jurisdiction; this applies to all three lakes.<br>(2) Existing agricultural operations on all three lakes may be continued. Expansion or modification of existing agricultural operations or facilities may be permitted as a shoreline conditional use. |
| **EE** | 25.07.110 (8)(b) | Utilities Regulations | *STAFF: The proposed language is consistent with the current SMP* | (b) The functions for the lake and related VEA ~~buffer~~ are not adversely affected or are appropriately mitigated. |
| **FF** | 21A.50.352 | Fish and Wildlife Habitat Conservation Areas – Development Standards | *STAFF: The Department of Ecology suggested a change to the CAO in order to ensure consistency between the code sections* | 21A.50.352 Fish and Wildlife Habitat Conservation Areas – Development Standards<br>(3) General Requirements. Habitat conservation areas that are lakes shall be governed by the requirements of the Sammamish Shoreline Master program.<br>Other habitat conservation areas are subject to the following provisions:… |
| **GG** | | Text on shoreline designation map | *STAFF: Map text inadvertently reverted from that approved by the Council in the Ecology submittal file. Ecology noticed the mistake and has requested the correct language be used.* | *This map depicts the approximate location and extent of areas subject to the SMP and official shoreline designations pursuant to SMC Title 25. The actual extent of shoreline jurisdiction requires a site-specific evaluation to identify the location of the ordinary high water mark and any associated wetlands. ~~On Lake Sammamish, the minimum ordinary high water mark elevation is set at 28.18 NGVD29. On Pine and Beaver Lakes, the elevation of the ordinary high water mark is determined through site-specific evaluation.~~ The map does not display the 100-yr floodplain around the three jurisdictional lakes. The floodplain around Lake Sammamish is at a standard elevation of 33 feet NGVD29.*<br>*Shoreline environment designations depicted in this map, ~~as established in SMC 25.07.020(1),~~ shall apply to the land and water areas subject to shoreline jurisdiction as defined in the Programs ~~SMC 25.02.080~~ and RCW 90.58. Uses and developments that occur waterward of the OHWM shall be governed by the regulations pertaining to the adjoining shoreland area and all such uses shall be considered accessory to the adjacent primary use.*<br>*…The definition of 'associated wetland' is included in the Program ~~SMC 25.02~~.* |
| **HH** | | Formatting | | *Staff: Request authority to correct minor non-substantive errors such as spelling or formatting edits* |

## 25.06.020(10) Table I – Shoreline Setback Reductions

### *Proposed Alternative*

| SMP Provision | | City Acceptance or Alternative |
|---|---|---|
| Reduction Priority | Setback Reduction (feet) | Reductions Criteria<br>Reductions may be cumulative, but in no case shall the resulting shoreline setback be less than fifteen feet plus a five foot building setback. Planting in accordance with VEA requirements.<br>After utilizing Reduction Priority No. 1 (establishment of a VEA) and Priority No. 2 (bulkhead removal if present and restoration) reductions 3-8 may be utilized in any order. |
| Reductions 1 and 2 must be used in priority order. | | |
| 1 | 10 feet | For establishment of a 15 foot vegetation enhancement area landward and immediately adjacent to the OHWM. |
| 2 | 15 feet | For removal of an existing bulkhead located at, below, or within five feet landward of the lake's OHWM and subsequent restoration of the shoreline to a natural or seminatural state, including the restoration of topography, soil composition, and vegetation. |
| 3 | 5 feet | For each 250 square feet of native vegetation planting area added landward and adjacent to the VEA, 15 foot reduction maximum. |
| 4 | 5 feet | For establishment of at least a 5 foot width of native vegetation along the entire waterward side of the OHWM or a modified bulkhead, including the use of small gravel or rock fill, as part of an Army Corps of Engineer approved plan and in compliance with all WDFW and other appropriate agency regulations. |
| 5 | 5 feet | For reduction of impervious surface coverage by 10 percent less than the city standard as allowed by SMC 25.07.080(2)(b) or (c). |
| 6 | 5 feet | For limiting lawn area to no greater than 20 percent of the shoreline jurisdiction area. |
| 7 | 5 feet | For a 10% reduction in the allowed active use area, from the allowed 25% of the shoreline setback to 15%. |
| 9 | 5 feet | For preparation of, and agreement to adhere to, a written shoreline vegetation management plan that includes appropriate limitations on the use of fertilizer, herbicides, and pesticides to protect lake water quality. |

## 25.07.050 Private Docks, Floats, Mooring Buoys and Watercraft Lift Regulations

### *Proposed Alternative*

**25.07.050** ***Private Docks, Floats, Mooring Buoys and Watercraft Lift Regulations***

(1) **All Lakes**. The following regulations shall apply to private docks, floats, mooring buoys and lifts:

~~(a) No new dock or float shall be wider than fifty percent (50%) of the lot width at the waterfront edge. Pier or docks shall be no wider than 4 feet, except an additional 2-foot of width can be allowed without a variance, for a property owner with a condition that qualifies for state disabled accommodations. The City can also allow without a variance, up to 2 feet of additional pier or dock width limited to areas more than 30-feet waterward of the OHWM, if approved by other permitting agencies, such as the U.S. Army Corps of Engineers or the Washington Department of Fish and wildlife. Otherwise piers and docks shall not exceed 4 feet in width. The area of the float shall be counted as part of the overall pier/dock area.~~ *(Staff note: See 25.07.050(2)(e) and 25.07.050(3)(c).)*

~~(b)~~ (a) No new dock, lift (Lake Sammamish only), mooring buoy, or float shall be located closer than fifteen (15) feet from the side property line extended, except that joint-use docks, lifts and floats may abut or cross property lines for the common use of adjacent property owners when mutually agreed to by the property owners in an agreement recorded with King County.

~~(c)~~ (b) Mooring buoys shall be limited to the number allowed pursuant to Washington State Department of Natural Resources requirements.

~~(d)~~ (c) No new float shall cover more than one hundred fifty (150) square feet of the lake. The area of the float shall be counted as part of the overall ~~pier/~~dock area.

~~(e)~~ (d) No dwelling unit or building may be constructed on a dock, float or other moorage structure.

~~(f)~~ (e) The use of fill to construct new docks, floats, and/or lifts (lifts allowed on Lake Sammamish only) shall only be allowed pursuant to the requirements of SMC 25.07.030.

~~(g)~~ (f) New private docks, floats and/or lifts (lifts allowed on Lake Sammamish only) shall be designed and constructed using WDFW-approved methods and materials.

~~(h)~~ (g) The top surface of new private docks shall not exceed five (5) feet in height above the OHWM.

~~(i)~~ (h) ~~Pier, d~~Docks, and platform lifts must be fully grated or contain other materials that allow a minimum of forty percent (40%) light transmission through the decking material. If float tubs for docks preclude use of fully grated decking materials, then a minimum of 2 feet of grating must be installed down the center of the entire float.

~~(k)~~ (i) Pilings or moorage piles shall not be treated with pentachlorchlorophenol, creosote, chromate copper arsenate (CCA) or comparable toxic compounds.

~~(m)~~ (j) Existing legally established private docks and floats may be ~~repaired and maintained~~ repaired or replaced consistent with the following standards provided within this chapter and listed below. ~~dimensional, decking and design standards for new piers/docks as described in section 25.07.050 of this chapter~~.

~~(n)~~ (k) Repair or ~~Replacement~~ replacement of an existing ~~Residential Pier or Dock~~ residential ~~pier or~~ dock shall be administered as follows:

i. Repair proposals which replace 75 percent or greater of the existing dock support piles are considered replacement docks ~~piers~~ and must comply with requirements for Replacement Docks~~Piers~~ (below), and;

ii. On Lake Sammamish, repair proposals which replace between 25 and 75 percent of the existing dock support piles must achieve the minimum 18-foot spacing to the extent allowed by site-specific engineering or design considerations and shall install deck grating on all areas of replaced decking, and;

iii. All proposed replacement piles shall be the minimum size allowed by site-specific engineering or design considerations.

~~(o)~~ (l) A ~~Replacement~~ replacement of an existing private ~~Pier or Dock~~ dock shall be consistent with the following requirements:

i. A proposal to replace the entire ~~pier or~~ dock, or 75% or more of the dock support piles, must meet the dimensional, decking, and design standards for new docks ~~piers~~ as described above in 25.07.050(1) (a) - (l), except the City may administratively approve an alternative design as provided in 25.07.050(1) (p) below, and:

ii. As mitigation for ~~pier/~~dock replacement, existing skirting shall be removed and may not be replaced.

~~(p)~~ (m) Alternative Design: The City shall approve the following modifications to a dock ~~pier~~ replacement proposal that deviates from the dimensional standards required by this chapter subject to approval by other permitting agencies, such as the U.S. Army Corps of Engineers or the Washington Department of Fish and wildlife. In addition, the following requirements and all other applicable provisions in this chapter shall be met:

i. State and Federal Agency Approval: U.S. Army Corps of Engineers or the Washington Department of Fish and Wildlife have approved the proposal, and;

ii. Materials: use of ~~graded~~ grated decking consistent with this chapter, and;

iii. Maximum Area: No larger than existing dock ~~pier~~, and;

iv. Minimum Water Depth: No shallower than authorized through state and federal approval.

~~(j) Except for Pine and Beaver Lakes, ells, fingers and deck platforms can be no closer than 30 feet waterward of the ordinary high water mark.~~ *(Staff note: See 25.07.050(2)(f).)*

~~(l) Except for Pine and Beaver Lakes, the first set of pilings for a pier or dock shall be located no closer than 18 feet from the ordinary high water mark.~~ *(Staff note: See 25.07.050(2)(g).)*

(2) **Lake Sammamish**. The following requirements apply to all new private docks, floats, and lifts on Lake Sammamish, including shared/joint-use facilities and beach club facilities.

(a) Each individual residential lot on Lake Sammamish shall be allowed: one (1) residential dock, one (1) float, two (2) boat lifts, and two (2) personal watercraft lifts. In lieu of the two (2) boat lifts and two (2) personal watercraft lifts, four (4) personal watercraft lifts may be permitted.

(b) Contiguous lots using shared/joint-use docks shall be allowed one (1) additional boat lift and one (1) additional personal watercraft lift or two (2) additional personal watercraft lifts in addition to the allowances noted above for an individual lot.

(c) Lots that provide shared/joint-use for more than nine (9) residential homes shall be allowed one (1) additional dock for service of existing legally established launch ramps and rails, provided that the total area of overwater coverage does not exceed the maximum overwater area coverage allowed by this section.

(d) Maximum overwater area coverage for private docks on Lake Sammamish, excluding canopy coverage shall not exceed:

i. Four hundred and eighty (480) ~~Six hundred (600)~~ square feet for private residential docks serving one lot; or

ii. Seven hundred (700) ~~Eight hundred (800)~~ square feet for private residential docks serving two (2) to nine (9) lots in a shared use agreement; or

iii. One thousand (1,000) square feet for private residential docks serving more than nine (9) lots in a joint-use agreement.

~~(g)~~ (e) ~~Pier or d~~Docks shall be no wider than 4-feet, except an additional 2-foot of width can be allowed without a variance, for a property owner with a condition that qualifies for state disabled accommodations. The City can also allow without a variance, up to 2-feet of additional ~~pier or~~ dock width limited to areas more than 30-feet waterward of the OHWM, if approved by other permitting agencies, such as the U.S. Army Corps of Engineers or the Washington Department of Fish and wildlife. Otherwise ~~piers and~~ docks shall not exceed 4-feet in width. The area of the float shall be counted as part of the overall ~~pier/~~dock area.

~~(j)~~ (f) ~~Except for Pine and Beaver Lakes, ells,~~ Ells, fingers and deck platforms can be no closer than 30 feet waterward of the ordinary high water mark.

~~(l)~~ (g) ~~Except for Pine and Beaver Lakes, the~~ The first set of pilings for a ~~pier or~~ dock shall be located no closer than 18 feet from the ordinary high water mark.

~~(f)~~ (h) Maximum length of private docks. The maximum waterward extent of any new dock or other in-water/overwater moorage structure shall be no longer than eighty (80) feet or the length needed to reach a depth of eight (8) feet (measured from ordinary high water), whichever is greater. No dock shall be more than one quarter (¼) the distance to the opposite shoreline.

~~(e)~~ (i) No boat lift shall be located closer than five (5) feet from the side property line extended. New boat lifts installed between five (5) and fifteen (15) feet of the side property line extended must be installed perpendicular to the shoreline.

~~(g)~~ (j) One boat canopy per residential lot is allowed provided that the canopy is made of translucent material. Canopies may be a maximum of twenty-five (25) feet in length, fifteen (15) feet in width, and ten (10) feet at the highest point over ordinary high water.

(3) **Pine Lake and Beaver Lake**. The following requirements apply to all new private docks and floats on Pine Lake and Beaver Lake, including shared/joint-use facilities and beach club facilities.

(a) Each individual residential lot on Pine and Beaver Lake shall be allowed: one (1) residential dock, and one (1) float.

(b) Maximum overwater coverage area for private docks on Pine and Beaver Lake:

i. Four hundred eighty (480)~~Six hundred (600)~~ square feet for private residential docks serving one lot.

ii. Seven hundred (700) square feet for private residential docks serving two (2) or more lots in a joint-use agreement.

(c) ~~Pier or d~~Docks shall be no wider than four (4) feet, except:

i. Dock width may be increased from four (4) feet to six (6) feet if the platform area and the total area of the walkway do not exceed four hundred eighty (480) square feet.

ii. The maximum square footage of platforms (ells, Ts, etc.) at the end of the dock is two hundred fifty (250) square feet.

iii. Between OHWM and the platform the walkway shall be no wider than six (6) feet for a minimum distance of ten (10) feet.

~~(c)~~ (d) New boat lifts and canopies are not permitted on Pine and Beaver Lakes. Existing lifts and canopies may be maintained.

~~(d)~~ (e) The maximum waterward extent of any new dock or other in-water/overwater moorage structure shall be no longer than eighty (80) feet or the length needed to reach a depth of eight (8) feet (measured from ordinary high water), whichever is greater. No dock shall be more than one quarter (¼) the distance to the opposite shoreline.

*Staff Notes:*

*Generally, this means that the platform (ell, T etc.) at the end of the dock is reduced by an amount equal to increase of walkway area (For example: The proposed walkway area is 40 feet long and 6 feet in width =240 square feet). Platforms cannot exceed 250 sf. Given the walkway area is 240 sf, only 240 sf is left for the platform. The platform must be reduced by 10 sf below the maximum allowed).*

*A quick review of dock lengths on Pine Lake shows that roughly 73% (79 of 108) are between 20 and 60 feet in length. Proposed dock length allowance is 80 feet. A random sampling of platform areas shows they range from 225 sf to over 500 sf. The above proposal would allow the majority of the current docks to be rebuilt in their current configuration and require new docks to have roughly the same allowance as the existing docks.*

*In the example above the dock length is reduced to 60 feet from the allowed 80 feet. Its configuration would be a 40 walkway of 6 feet in width=240 sf. The platform could only be 240 sf (12 x 20 feet) in order to stay under the allowed 480 square feet and shortened length of 60 feet. This is similar to many of the longer docks on Pine Lake. On Beaver Lake of the 80 docks more than half (44 of 80) are between 20 and 40 feet. 31 are between 40 and 60 feet. There are only 5 docks longer than 60 feet. Long Lake only has 5 and all are 20 feet or less. Generally, all of the docks are shorter on Beaver Lake so the same formula would allow existing and new docks to have roughly the same configuration as the existing docks.*

*The shorter distance to pilings is consistent with existing pattern and since a large number of docks are 40 feet or less having pilings at 30 feet would only encourage longer docks and would prohibit reconstruction of existing docks.*

## 25.08.100 Existing Development

### *Proposed Alternative*

**25.08.100 ~~*Non-conforming Use and Development – Alteration or Reconstruction*~~ *Existing Development***

**(1) Existing single-family homes, other structures, existing uses, and appurtenances that were legally established prior to the effective date of this SMP are considered to be conforming to the SMP. Additions, expansion or reconstruction must meet the provisions of the SMP.**

~~(i)~~ (a) Allowed Activities in Critical Areas. The following developments, activities and uses are allowed provided such activities are otherwise consistent with this Program and other applicable regulations. The director may apply conditions to an underlying permit or approval to ensure that the activities are consistent with the provisions of this chapter.

~~(a)~~ (i) Structural modification of, addition to or replacement of existing legally created structures, except single detached residences in existence before November 27, 1990, which do not meet the building setback or buffer requirements for wetlands, streams, ponds or landslide hazard areas if the modification, addition, replacement or related activity does not increase the existing footprint of the structure lying within the above-described building setback area, critical area or buffer.

~~(b)~~ (ii) Structural modification of, or replacement of legally created single detached residences in existence before November 27, 1990, which do not meet the building setback or buffer requirements for wetlands, streams, ponds or landslide hazard areas if the modification, addition, replacement or related activity does not increase the existing total footprint of the residence and associated impervious surface lying within the above-described buffer or building setback area by more than **1,000 square feet over that** existing before November 27, 1990, and no portion of the modification, addition or replacement is located closer to the critical area. **Mitigation of impacts to critical areas or buffers disturbed is required and shall be evaluated to assure no net loss of ecological function.**

~~(c)~~ (iii) Maintenance or repair of structures that do not meet the development standards of this chapter for landslide or seismic hazard areas if the maintenance or repair does not increase the footprint of the structure and there is no increased risk to life or property as a result of the proposed maintenance or repair.

~~(d)~~ (iv) Conservation, Preservation, Restoration and/or Enhancement.

~~(i)~~ (iv.i) Conservation and preservation of soil, water, vegetation, fish and other wildlife that does not entail alteration of the location, size, dimensions or functions of an existing critical area or buffer; and

~~(ii)~~ (iv.ii) Restoration and enhancement of critical areas or buffers; provided, that actions do not alter the location, dimensions or size of the critical area or buffer; that actions improve and do not reduce the existing quality or functions of the critical areas or buffers; and that actions are implemented according to a restoration or enhancement plan that has been approved by the City of Sammamish.

~~(ii)~~ (iv.iii) Existing and ongoing agriculture and grazing of livestock is allowed subject to any limitations established by law, if the agriculture or grazing activity was in existence before November 27, 1990.

~~(1)~~ (2) ~~Non-conforming~~ **Structures Not Meeting Current Regulations**

(a) Reconstruction, replacement, or expansion of the exterior footprint of an existing, legally established ~~non-conforming~~ structure **not meeting current regulations** is allowed provided that the addition or reconstruction does not increase the **non-compliance to current regulations**. ~~degree of non-conformity except as allowed in SMC 25.06.020.~~

(b) Replacement may be allowed in a different ~~non-conforming~~ location **not meeting current regulations** if a determination is made by the City that the new location results in less impact to shoreline functions than replacement in the existing footprint.

(c) Existing structures that were legally established but which are ~~non-conforming~~ **not meeting current regulations** with regard to the setback, area, bulk, height or density standards established by this Program may be maintained, reconstructed, or repaired, provided that:

i. The maintenance/reconstruction/repair does not increase the extent of ~~non-conformity~~ **noncompliance with current regulations** by encroaching upon or extending into the building setback area or shoreline setback or other area where new construction or use would not be allowed. ~~except as specifically allowed in SMC 25.07.080.~~

~~(d) Existing legally established structures that are non-conforming as to SMC 21A.50 buffer requirements for wetlands, streams, ponds, or landslide hazard areas and their building setbacks may be modified, expanded, and/or replaced according to SMC 21A.50.060, sections (1)(a) and (1)(b). Structure non-conformity for any reason other than SMC 21A.50 buffer requirements for wetlands, streams, ponds or landslide hazard areas and their building setbacks must comply with the regulations of this section.~~

~~(e)~~ (d) If a ~~non-conforming~~ structure **not meeting current regulations** is damaged by fire, explosion, or other casualty and/or natural disaster, it may be reconstructed to match the footprint that existed immediately prior to the time the damage occurred or in accordance with (b) of this section, provided that all of the following criteria are met:

i. The owner(s) submit a complete application within twenty-four (24) months of the date the damage occurred; and

ii. All permits are issued within two years of initial submittal of the complete application, and the restoration is completed within two (2) years of permit issuance. This period may be extended for one additional year by the Director if the applicant has submitted the applications necessary to establish the use or activity and has provided written justification for the extension; and

iii. If a ~~non-conforming~~ structure **not meeting current regulations** is damaged by fire, explosion, or other casualty and/or natural disaster and these criteria are not met, the City may require the applicant to plant the vegetation enhancement area with native trees and shrubs in accordance with SMC 25.06.020.

~~(f)~~ (e) A ~~non-conforming~~ structure **not meeting current regulations** that is moved outside the existing footprint must be brought into conformance with this Program and RCW 90.58, except as allowed by (b) of this section.

~~(g)~~ (f) If the repair or maintenance of a ~~non-conforming~~ dock **not meeting current regulations** changes the location of the structure or alters any dimension of the structure by more than ten percent (10%), it shall be subject to the regulations for new docks.

(g) **Allowances.** The following developments, activities and uses are allowed provided such activities are otherwise consistent with this Program and other applicable regulations and law. The Director may apply conditions to an underlying permit or approval to ensure that the activities are consistent with the provisions of the Program.

(i) Structural modification of, addition to or replacement of existing legally created structures, except single detached residences, in existence before the effective date of the Program, which do not meet the current ~~applicable~~ shoreline setback or building setback requirements if:

(i.i) The modification, addition, replacement or related activity does not increase the existing footprint of the structure lying within the above-described shoreline setback or building setback area.

(ii) Structural modification of, or replacement of legally created single detached residences in existence before the effective date of the Program, that do not meet the **current** ~~applicable~~ shoreline setback or building setback, if:

(ii.i) The modification, addition, replacement or related activity does not increase the existing total footprint of the residence and associated impervious surface lying within the shoreline or building setback area **more than 200 feet** over that existing before the effective date of the Program; and,

(ii.ii) No portion of the modification, addition or replacement is located closer to the OHWM. This allowance may only be used once.

**(ii.iii) Mitigation proportional to the setback area impacted is required through planting of the VEA in accordance with the standards of this program.**

(iii) Structural modification of, or replacement of legally created single detached residences in existence before the effective date of the Program, which do not meet the current ~~applicable~~ shoreline setback or building setback, if:

~~(a) The modification, addition, replacement or related activity does not increase the existing total footprint of the residence over that existing before the effective date of the Shoreline Master Program; and~~

(iii.i) The footprint expansion extends landward (to the rear) from the existing structure footprint and maintains the same interior lot line setback distances up to the shoreline setback line (known as the "shadow" of the existing structure).

**(iii.ii) Mitigation proportional to the setback area impacted is required through planting of the VEA in accordance with the standards of this program. If the area impacted is over 500 square feet the entire 15 foot VEA shall be vegetated with the exception of the allowed active use area.**

## REFERENCES

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## EXHIBITS

**Exhibit A:** Letter dated November 13, 2008 from Ecology (Dave Radabaugh) to the City of Sammamish (Maren Van Nostrand) providing comments on the City's September 2008 Draft SMP.

**Exhibit B:** Letter dated April 9, 2009 from Ecology (Dave Radabaugh) to the City of Sammamish (Maren Van Nostrand) providing comments on the January 2009 Draft Cumulative Impact Analysis.

**Exhibit C:** Letter dated October 2, 2009 from Ecology (Dave Radabaugh) to the City of Sammamish (Kamuron Gurol) providing comments on the City's August 2009 Draft SMP.

**Exhibit D:** Memo dated June 16, 2009 from ESA Adolfson (Margaret Clancy & Laura Brock) to the City of Sammamish providing a summary of technical knowledge associated with the role of lakeshore vegetation in protecting lake ecology.

**Exhibit E:** Comments from Ecology (Patrick McGraner) related to discussion with the City on Wetland protection standards.

**Exhibit F:** City of Sammamish response to Ecology dated February 2, 2010.

Exhibit 3

# Jurisdictional Comparison Tables

A) Setbacks_____2

B) Docks_____4

# Jurisdictional Comparison Table: Setbacks

**Included: Sammamish, Redmond, Kirkland**

| Jurisdiction | Status | Shoreline background | | | Regulations | | | Setback |
|---|---|---|---|---|---|---|---|---|
| | | Miles; Build out | Lot character | Erosion | Vegetation width at OHWM | Setback | Reductions | Min. with reduction |
| **Sammamish** | **City Council Adopted** | 7; 85% | Shallow lots (KC trail, ELSP) | + | 15' may be required | 50' (45+5) | • bulkhead removal<br>• added vegetation<br>• less impervious surface<br>• limit fertilizers etc<br>Other: 25% active use allows access, dock ends, decks, paving | **20'** (15'+5') |
| Lake Sammamish – Shoreline of Statewide Significance | | | | | • new SFR development over 200 sf w/in setback (setback)<br>• bulkhead expansion | | | |
| | | | | | | | | |
| **Sammamish** | **Ecology changes** | 7; 85% | Shallow lots (KC trail, ELSP) | + | 15' required | 50' (45+5) | Priority order<br>• bulkhead removal<br>• added vegetation<br>• less impervious surface<br>• limit fertilizers etc<br>Other: 25% active use allows access, dock ends | **25'** (20'+5') |
| Lake Sammamish – Shoreline of Statewide Significance | | | | | • new SFR development over 500 sf (setback)<br>• bulkhead expansion | | | |

| Jurisdiction | Status | Shoreline background | | | Regulations | | | Setback |
|---|---|---|---|---|---|---|---|---|
| | | Miles; Build out | Lot character | Erosion | Vegetation width at OHWM | Setback | Reductions | Min. with reduction |
| **Redmond** | **Ecology Approved** | 2; 98% | Deeper lots | - | 20’ | 35’ | • 100% vegetation within 20’ of OHWM<br>Other: Informal access to docks and shoreline | **20’** |
| Lake Sammamish – Shoreline of Statewide Significance | | | | | • New development over 50% of existing value (jurisdiction) | | | |
| **Kirkland** | **Ecology Approved** | 5.75; 90% | Variable lot depth | +/- | 15’ | 30’ | • Non-structural or soft shoreline<br>• Stream day-lighting<br>• Setback of structural stabilization<br>• Soft stabilization waterward of OHWM<br>• Added Biofiltration<br>• Added Vegetation<br>• Limited pervious surfaces<br>• Added restoration<br>Other: 25% for access; pervious 8’ walkway allowed; corridor may contain minor improvements such as sculpture, lights, trellises; pervious decks may extend 10’ into setback but no closer than 25’ (15’) from OHWM | **25’**<br>(15’ for specified highly constrained lots) |
| Lake Washington – Shoreline of Statewide Significance | | | | | • new SFR development in jurisdiction<br>• 10’ for docks etc<br>• 10’ for hard shoreline stabilization | | | |

# Jurisdictional Comparison Table: Docks

**Included: Sammamish, Redmond, Kirkland, Mercer Island**

| Jurisdiction | Status | Regulations | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | **Area: Single use** | **Area: Joint use (# owners)** | **Width: ramp, dock, float** | **Ells, fingers, platforms** | **Pilings: number; location** | **Required materials** | **Requirement for new/replacement /repaired dock** | **Existing dock: threshold for compliance** |
| **Sammamish** | **City Council Adopted** | | | | | | | | |
| **Lake Sammamish**<br>Subdivision: existing dock and 1 joint use | | 600 sf (dock) | 800 sf (2-9) 1000 (10+) (dock) | Ramp-50% lot | Allowed | No limit; no limit | WDFW-approved | Compliance w/ dock standards | Location change, expansion over 10% |
| **Pine and Beaver Lakes**<br>Subdivision: existing dock and 1 joint use | | 600 sf (dock) | 700 sf (2+) (dock) | Ramp-50% lot | Allowed | No limit; no limit | WDFW-approved | Compliance w/ dock standards | Location change, expansion over 10% |
| | | | | | | | | | |
| **Sammamish** | **Ecology changes** | | | | | | | | |
| Lake Sammamish<br>Subdivision: existing dock or 1 joint use | | 480 sf (coverage) | 700 sf (coverage) | Piers/docks 4'; disabled or 30' from OHWM-6' | Allowed 30' waterward of OHWM | No limit; 18' beyond the OHWM | Grating; specific toxic restrictions | Compliance w/ dock standards | No allowance; or Table C: 75% new piles=new; 25-75% new piles require pile and grating compliance |
| Pine and Beaver Lakes<br>Subdivision: existing dock or 1 joint use | | 480 sf (coverage) | 700 sf (coverage) | Piers/docks 4'; disabled or 30' from OHWM-6' | Allowed | Allowed; no limit | Grating; specific toxic restrictions | Compliance w/ dock standards | No allowance; or Table C: 75% new piles=new |
| | | | | | | | | | |

| Jurisdiction | Status | Regulations | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | **Area: Single use** | **Area: Joint use (# owners)** | **Width: ramp, dock, float** | **Ells, fingers, platforms** | **Pilings: number; location** | **Required materials** | **Requirement for new/replacement /repaired dock** | **Existing dock: threshold for compliance** |
| **Redmond** | **Ecology Approved** | | | | | | | | |
| Lake Sammamish<br>Subdivision: existing dock or 1 joint use, when feasible | | 480 sf or less/lot size (coverage) | --- | Pier or dock-6', float-10' | Allowed: 1 float in addition to 1 dock allowed; finger floats | Minimize; water depth requirements | Grating; specific toxic restrictions | Compliance w/ dock standards, vegetation restoration | 50% of value? |
| | | | | | | | | | |
| **Kirkland** | **Ecology Approved** | | | | | | | | |
| Lake Washington<br>Land division: joint use moorage meeting all requirements for shared moorage allowed | | 480 sf[i] | 700 (2)<br>1000 (3+) | 4'-ramps (or 6' w/out ells or fingers for last 26') | Allowed: 30' beyond OHWM, with minimum water depth 9' | Allowed 18' out from OHWM | Grating; specific toxic restrictions | Compliance w/ dock standards, vegetation restoration, 75% vegetation of 10' landward of OHWM | 50% of structural elements (piles and decking)[ii] |
| | | | | | | | | | |
| **Mercer Island** | **4/6/2011 Draft: Planning Commission recommended** | | | | | | | | |
| Lake Washington – Shoreline of Statewide Significance<br>Subdivision – should provide joint or community dock facilities | | 480 sf | 700 sf (2), 1,000 sf (3+) | 8' | Allowed 30' beyond OHWM | 18' from OHWM | Specific toxic restrictions | New: Compliance w/ dock standards, 20' vegetation area landward of OHWM, w/ 5' native vegetation strip at OHWM | Expansion or reconfiguration beyond in-kind replacement |

This data for general comparison purposes only.

[i] Allowances: Where a pier cannot reasonably be constructed under the area limitation above to obtain a moorage depth of 10 ft. measured below ordinary high water, an additional 4 sq. ft. of area may be added for each additional foot of pier length needed to reach 10 ft. of water depth at the landward end of the pier, provided that all other area dimensions, such as maximum width and length, have been minimized.

[ii] Allowances: Must meet the dimensional decking and design standards for new piers as described in KZC 83.270.4.a, except the City may administratively approve an alternative design described in subsection b. below.

Exhibit 4

# Setback Illustrations

Exhibit 4

# Setbacks: Shoreline Master Program

KEY

- Vegetation Area
- Lawn
- Impervious surface
- Dock and path
- Primary structure
- Accessory structure
- Ordinary high water

Exhibit 4

# Standard Setback- Lake Sammamish

**Sammamish Setback – 50'**

45' shoreline setback and 5' building setback

Accessory structures 200 sq ft maximum

**Redmond Setback – 35'**

35' building setback

20' minimum setback: 50% native plants with tree preference

Accessory structures outside minimum setback

- Sammamish standard
- Redmond standard

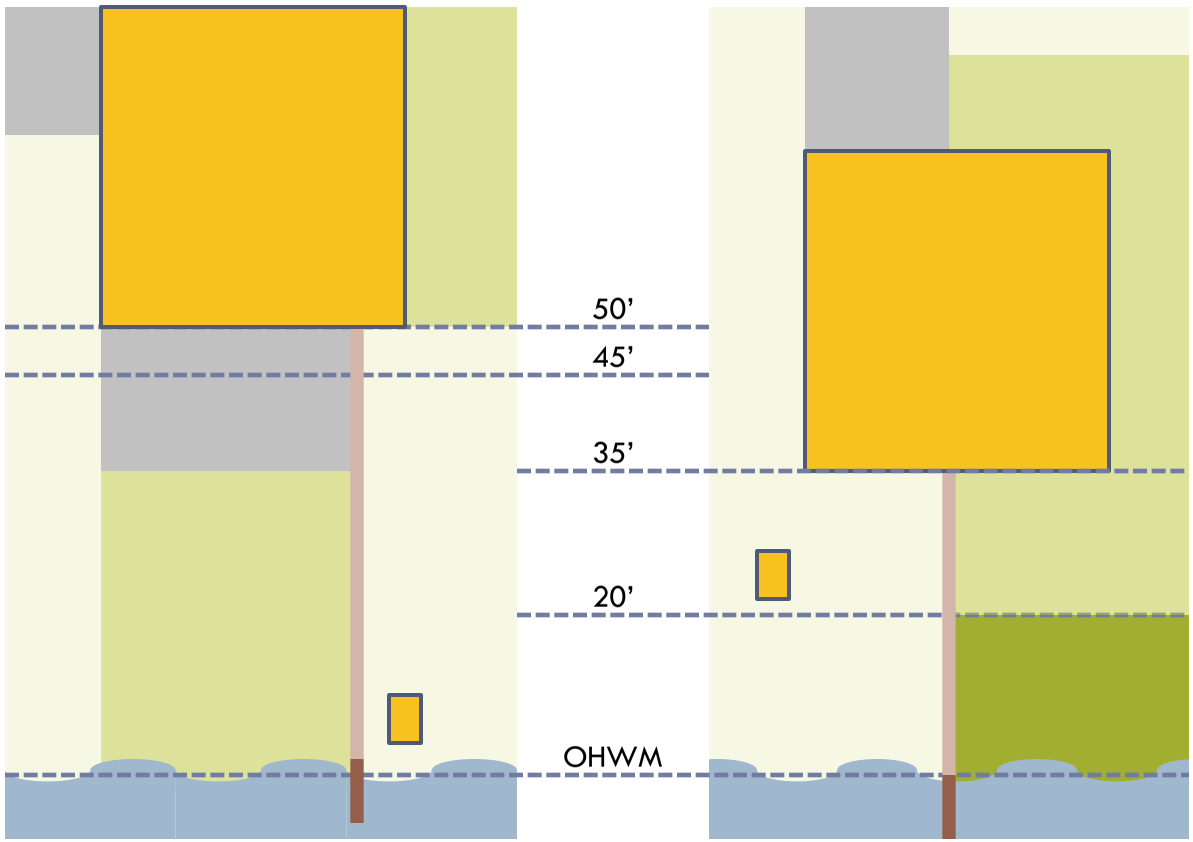

Exhibit 4

# Reduced Setback - Lake Sammamish

**Sammamish reduction – 20'**

Natural shoreline/ bulkhead removal

15' Vegetation area

Added Vegetation

Impervious surface and lawn reduction

**Redmond reduction – 20'**

20' vegetation w/100% native plants and tree preference

Note: ongoing maintenance may result in vegetation loss

- Sammamish reduction
- Redmond reduction

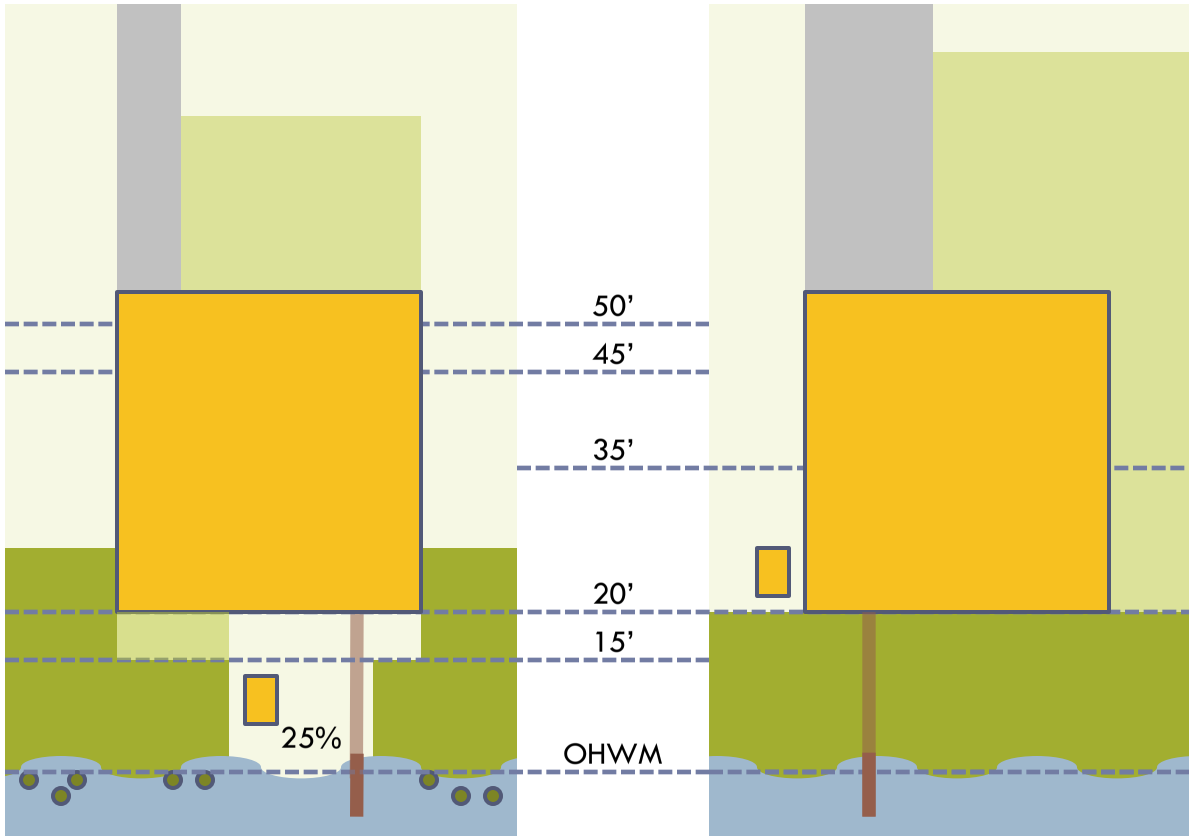

Exhibit 4

# Standard Setback: Sammamish-Kirkland

**Sammamish Setback – 50'**

45' shoreline setback and 5' building setback

Accessory structures 200 sq ft maximum

**Kirkland Setback – 30-60'**

30% of lot depth or between 30-60'

15' walkway corridor

8' Pervious walkway

15' average planting width from OHWM

- Sammamish standard
- Kirkland standard

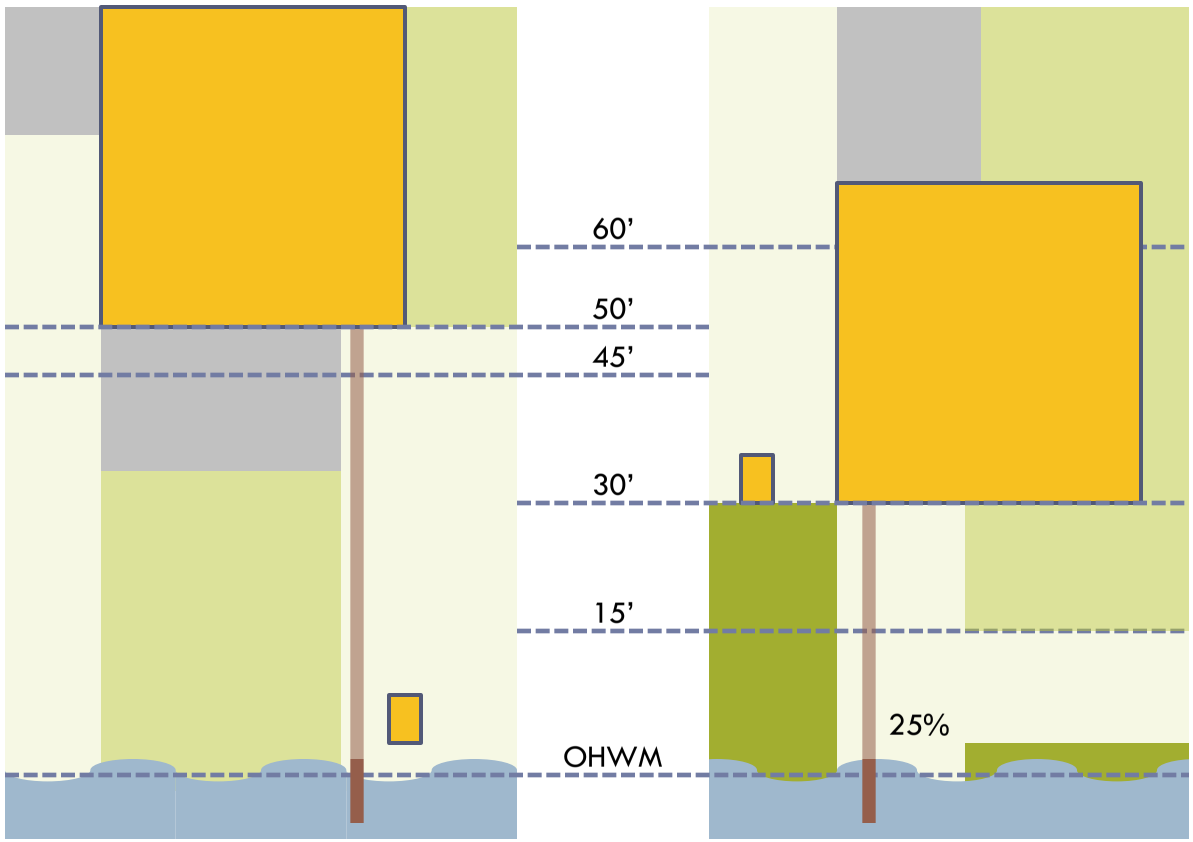

Exhibit 4

# Reduced Setback: Sammamish-Kirkland

**Sammamish reduction – 20'**

Natural shoreline

15' Vegetation area

Added Vegetation

Impervious surface and lawn reduction

**Kirkland reduction – 25'**

Natural shoreline

Opened stream

Added vegetation

Biofiltration

50% lawn limit in setback

- Sammamish reduction
- Kirkland reduction

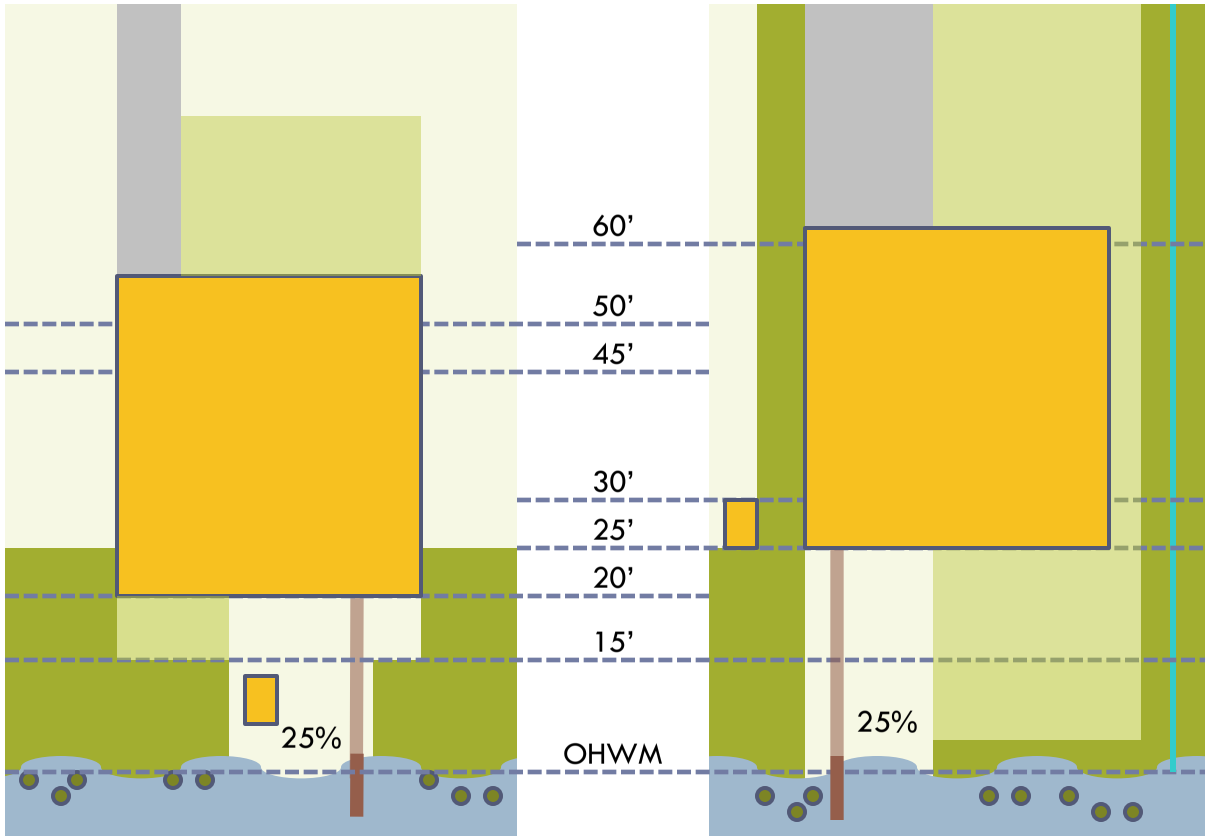

Exhibit 4

# Constrained Lots: Sammamish-Kirkland

**Sammamish reduction – 20'**

Natural shoreline/ bulkhead removal

15' Vegetation area

Added Vegetation

Impervious surface and lawn reduction

**Kirkland constrained reduction – 15' min**

Natural shoreline

Opened stream

Added vegetation

Added biofiltration

50% lawn limit in setback

- Sammamish
- Kirkland

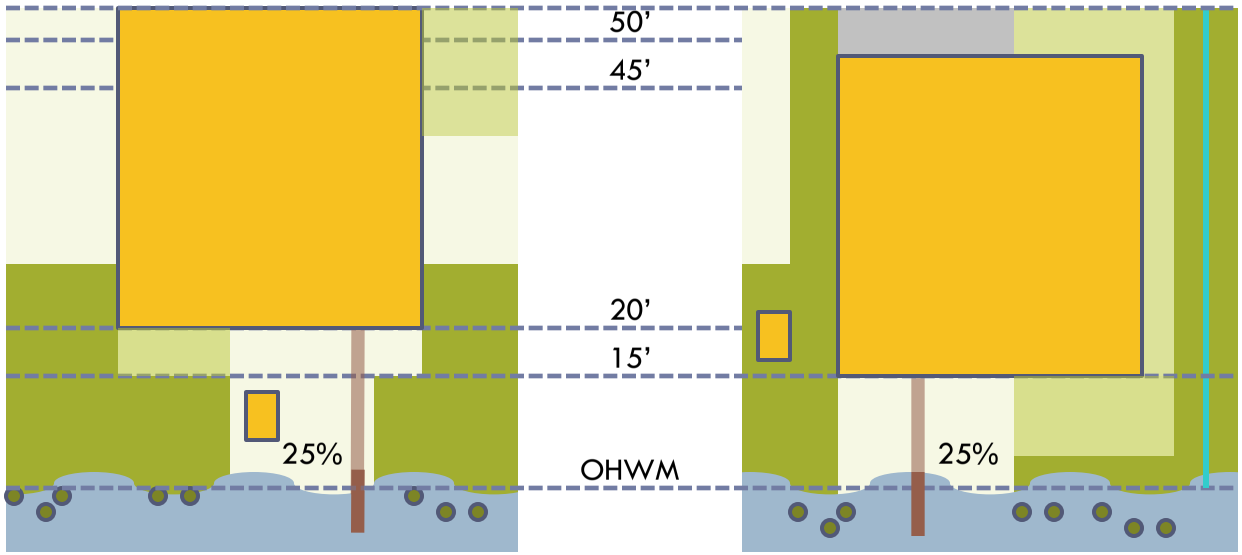

Exhibit 5

Science Reviews and Justifications

- Staff summary of rationale for setback
- Staff review of Desbonnet, et al
- ESA/Adolfson review of literature for Docks

Staff summary of rationale for 20 foot setback

The following is a summary of the rationale for the city's adopted maximum reduced shoreline setback of **20 feet** (15 feet plus 5 feet) along Lake Sammamish.

1. Setback reduction incentives in the adopted SMP, in combination with other city codes such as the Critical Areas Ordinance (CAO), Surface Water Design Manual, Zoning code, Building Code, and many others are sufficient to address and mitigate the expected water quality and habitat impacts from planned development along the City's shorelines area. The result is expected to be No Net Loss of environmental functions and values, as described in the Cumulative Impact Analysis and this summary.
    a. Reducing Phosphorus is a primary goal of existing city regulations (new Surface Water Design Manual and other stormwater management requirements, the CAO and others). For example, Sammamish recently adopted a ban on fertilizers containing Phosphorus, and the city employs a variety of public education programs to increase local knowledge of water quality issues.
    b. The combination a variety of city regulations, public education and the Vegetated Enhancement Area (VEA) is expected to reduce Phosphorus loading by 50% for new development and redevelopment along Lake Sammamish. These mechanisms will also provide complementary water quality benefits to reduce other potential pollutants as well.
    c. To improve habitat and water quality and to reduce erosion impacts on neighboring property, the SMP also incentivizes the removal of existing bulkheads and replacement with softer, vegetated shoreline stabilization methods.
    d. Other setback reductions incentives (less lawn area, adherence to a vegetation management plan, less impervious surface) complement these other requirements and options.
2. The 20 foot setback is consistent with 85% of the existing development pattern along the Lake Sammamish shoreline. Since 1978 (and even earlier), new homes have been permitted at 20 feet by King County and

Sammamish. Staff's review of building permits issued since incorporation show that nearly all have been issued with the 20 foot setback.

3. The 20 foot number is consistent with Ecology-approved setback for Redmond, a peer city also located on Lake Sammamish. Review of the incentive systems for each city shows that both systems produce shorelines with enhanced native vegetation in the near-shore area especially.
4. Review of the published science shows that there are no definitive sources to determine the exact needed scale or width of lakeshore vegetation in urban areas. Many of the cited analyses were derived from places very different than Lake Sammamish and provide results that are not directly applicable to an urban setting. This means that all urban jurisdictions like Sammamish must evaluate the available science, and interpolate across a wide spectrum of scientific recommendations, to define and apply appropriate standards for environmental protection.
5. Like other urban jurisdictions, Sammamish has a local duty to balance our SMP regulations for environment protection with other state-mandated growth management goals to accommodate development at urban densities. The Lake Sammamish shoreline is zoned for 4 units to the acre and most of the existing lot pattern is already at higher densities. Larger setbacks can and will frustrate other mandated GMA goals.
6. Shallow lot depth on a large percentage of Lake Sammamish lots means that new growth or redevelopment must squeeze into very tight spaces, and even a 5 foot difference is important. Note that Sammamish already reduces other setbacks in favor of not reducing the shoreline setback, to provide maximum flexibility for owners while also providing for maximum environmental protection.
7. Most stormwater is transported to Lake Sammamish from upland areas (outside of SMP jurisdiction) via pipe and is treated on-site first. Lots along the shoreline play little role in improving water quality for runoff from upland areas, so the Ecology requirement for the additional five feet of setback area likely will not meaningfully change the resulting water quality entering the lake. As described above however, that 5 feet would create serious consistency and practical problems for Sammamish.

**Shoreline Management Program**
**Response to Ecology Comments**
**City of Sammamish**

## Summary of Memorandum on Desbonnet et al

- Desbonnet recommends a five meter (16 foot) minimum buffer*, which is anticipated to remove 50% of the phosphorus from flows from adjacent land uses.
- Flows entering Lake Sammamish from upland areas are conveyed through culverts under the East Lake Sammamish Trail. Concentrated flows receive little to no water quality benefits from buffers.
- Sammamish proposes to attain a no net loss with respect to water quality by the implementation of a variety of stringent water quality standards and regulations equivalent to Ecology's Stormwater Manual, along with education.
- (Desbonnet pg 38), "The ideal buffer program, however, would be one that is acceptable to the landowner who is being requested to 'donate' the fringe of the coastal acreage for the benefit of the public."

## Comment #29

*Reductions may be cumulative, but in no case shall the resulting shoreline setback be less than twenty ~~fifteen~~ (20~~15~~) feet. (Ecology changes in red)*

## Ecology Discussion/Rationale

*The City haves not shown that the minimum 15-foot setback (with buffer enhancement) will adequately protect water quality or habitat shoreline ecological functions pursuant to the SMP-Guideline at WAC 173-26-201(3) (d) (i). Ecology provided feedback to the City, citing concerns related to cumulative impacts and inadequate protection of shoreline ecological functions associated with the proposed shoreline buffer/setbacks in letters dated April, 9 (exhibit B) and October 2, 2009 (exhibit C). The City's Critical Areas Ordinance (CAO) limit buffer reductions (with enhancement) to less than 50% for stream (SMC 21A.50.330.6) and wetland buffers (SMC 21A.50.8), for which reduction of a 45-foot standard shoreline setback down to 15-feet would equate to a 66% buffer/setback reduction. Fresh water wetland and stream features offer similar ecological functions to freshwater lakes, all of which require adequate buffer/setback protections under the CAO and/or SMP pursuant to RCW 36.70A.480. Further, Desbonnet et al (1994), a buffer (forested or grass) ability to contain sediment, nitrogen, nitrate and phosphorus sharply declines on buffers smaller than 25-feet. Ecology have reviewed the City's Cumulative Impact Assessment (ESA Adolfson, 2010), but did not find any conclusions or technical references supporting effective buffers with the ability to contain sediment, nitrogen, nitrate or phosphorus less than 25-feet from the lakes edge. However, the City's Cumulative Impact Assessment did provide the following conclusion related to satisfaction of No Net Loss as required by the SMP Guidelines:*

"Mitigation measures must be implemented according to standard mitigation sequencing of first avoiding, then minimizing, then compensating for impacts or providing replacement resources (ESA Adolfson, 2010; 20)"

*Therefore, Ecology will require the noted change to limit development to a minimum of 25-feet (20-foot shoreline setback + 5-foot building setback) upland of the OHWM to minimize potential impacts related to the decline in buffer effectiveness consistent with*

*Environmental Impact Mitigation (WAC 173-26-201-2-e), No Net Loss (WAC 173-26-186-8) SMP-Guideline requirements and for consistency with the City's CAO.*

**City of Sammamish Response to Ecology Change**

This response is intended to address Ecology's concern/reference to the water quality effects of the buffer. Ecology has expressed a concern that the proposed setback of 20' is insufficient to provide no net loss with respect to water quality characteristics. The City's position is that the cited study does not identify a definitive no net loss buffer size with respect to water quality, and that the study raises other valid concerns about how Ecology is treating the buffers around Lake Sammamish in particular.

The City of Sammamish has reviewed the cited reference of Desbonnet et al (1994), and there are a number of discussion points that came out of that review.

Desbonnet et al, 1994 (Desbonnet) identifies the conditions that affect the effectiveness of any vegetated buffer in removing pollutants, and they are summarized as follows:

- Soil type
- Depth of water table in the buffer
- Type, density and age of vegetation
- Pollutant concentrations entering buffer
- Land use and size of area draining to buffer
- Hydrologic regime adjacent and within buffer
- Width of buffer
- The path of runoff into and through the buffer

The most important element to a vegetated buffer with respect to the above bulleted list has to do with how the water is conveyed through the buffer. Basically, without sheet flow through the buffer, the water quality improvements are not observed.

- Hydrologic regime/path of runoff through buffer
    - (Desbonnet) pg 10, "naturally occurring vegetated buffers are generally incapable of inducing sheet flow from storm water runoff due to the natural tendency of water to move in discrete channels"
    - (Desbonnet) pg 10, "Channelization of flow through the buffer was cited as a major problem and limitation to buffer effectiveness"
    - (Desbonnet) pg 10, "the natural tendency of water to move in discrete channels may be one of the greatest impediments to successful buffer implementation for nonpoint source pollution control."
    - Speaking to flows from sloped areas entering a flatter buffer and the deposition that occurs (Desbonnet) pg 12, "Once a berm is formed at the leading edge of the vegetated buffer, water will be channeled around the buffer, rendering it useless."

The pathways of the upland flows and how they enter Lake Sammamish must be considered. Flows from the upland plateau into Lake Sammamish are essentially bermed, not once but twice, by a roadway and the East Lake Sammamish Trail. There are no instances where flows are conveyed to Lake Sammamish in the sheet flow regime, and without sheet flow conditions there is effectively no opportunity for buffer water quality mitigation. Flows from the

plateau are conveyed to the buffer areas in culverts that result in flow regimes that are too deep to be considered sheet flow. Stormwater from the culverts travels in concentrated flows through the area of the buffers with very little residence time. This leaves little opportunity for the buffers to settle out sediments, and their associated pollutants. The main mechanism for pollutant removal in buffers is the sedimentation of sediment and the pollutants that are partitioned onto them (Desbonnet) pg 9.

The conditions around Lake Sammamish prevent the majority of water entering the lake from receiving any meaningful water quality treatment from the buffer. This leaves only the property directly adjacent to the buffer, i.e. the small lots between the East Lake Sammamish Trail and the lake, any opportunity for buffer treatment benefits. The question is, "are the residential land uses on these small lots a focus for pollution?" The answer seems to be no, residential land development typical of these small lots involves mainly the placement of a house and associated appurtenances. The amount of pollution generating impervious surface associated with any of the houses developed since 2004, (When the City started drainage reviews on single family residences), has not reached any treatment threshold for water quality. The lots are simply not large enough for a house and an additional 5,000 sq ft of pollution generating driveway.

So the width of the buffer around Sammamish's Lake Sammamish shoreline has only a modest effect on the water quality of stormwater entering the lake. The buffers are unable to address the majority of the flows from the plateau due to the concentrating effects of the culverts under the East Lake Sammamish Trail. And the land uses adjacent to the buffers are single family residences, which are not typically identified as needing to address water quality mitigation.

The City contends that the main course for improving the water quality entering Lake Sammamish is through the implementation of the existing stringent water quality regulations contained in the Sammamish Municipal Code (SMC) on developments occurring on lands above the lake, namely the plateau.

Even though the development of Single Family Residences (SFR) along the lake are not intensive enough to require water quality mitigation; the City still strives to reduce their impacts to the water quality of Lake Sammamish through education and landscape management regulation. Recently, the City passed an ordinance prohibiting the use of fertilizers containing phosphorus in Sammamish.

It is through the implementation of the SMC and other educational efforts that the City proposes to attain a no net loss as it pertains to the water quality entering Lake Sammamish. A lakeside buffer is helpful and advisable for Lake Sammamish, but other regulations and standards are even more important, mainly because of how the water is conveyed to the buffer through a series of discrete culvert discharges under the East Lake Sammamish trail.

One of the concerns raised by Ecology touched on cumulative impacts. The following is an attempt to address the cumulative impacts concerns using the Ecology cited reference.

Again, (Desbonnet) does not identify a no net loss buffer size, but does attempt to identify characteristics of an ideal buffer, see bulleted list above. There is also a discussion about a minimum buffer width, (Desbonnet) pg 31, "a multiple-use vegetated buffer of five meters could be considered a reasonable minimum-buffer-width standard. A five-meter-wide vegetated buffer will provide approximately 50 percent sediment and nutrient removal". Currently Lake Sammamish is considered a Sensitive Lake by regulations in the SMC, and the treatment standard is 50% phosphorus removal, Desbonnet indicates that a 5 meter (16.4 feet) vegetative buffer would meet this high treatment standard.

| % Removal | Buffer Width in Meters (ft) | | | |
|---|---|---|---|---|
| | Sediment | TSS | Nitrogen | Phosphorus |
| 0 | 0 | 0 | 0 | 0 |
| 50 | 0.5 (1.6) | 2 (6.6) | 3.5 (11) | 5 (16) |
| 60 | 2 (6.6) | 6 (20) | 9 (30) | 12 (39) |
| 70 | 7 (23) | 20 (66) | 23 (75) | 35 (115) |
| 80 | 25 (82) | 60 (197) | 60 (197) | 85 (279) |
| 90 | 90 (296) | 200 (656) | 150 (492) | 250 (820) |
| 99 | 300 (984) | 700 (2297) | 350 (1148) | 550 (1804) |

**Table 1**. Summary data adapted from Desbonnet et al. (1994, 1995) used to generate generalized curve for removal effectiveness of various pollutants at different buffer widths. This data is identical to Desbonnet et al (1995) with the exception of the zero point which we added for illustrative purposes.

Ecology states above in the comment section of the required changes that, "a buffer (forested or grass) ability to contain sediment, nitrogen, nitrate and phosphorus sharply declines on buffers smaller than 25-feet." Having reviewed the Desbonnet paper, the City assumes that Ecology staff must be referring to the graphs presented in the paper. A representative graph is included below for reference. The City would contend that using a graph, Figure 1, of this scale to comment on the differences between 6.1 m (20 ft) and 7.6 m (25 ft) is not appropriate. Instead the City would think that it would be reasonable to refer to the tabular data included in Table 1 above, which indicates that a buffer with a minimum width of 16.4 feet is appropriate.

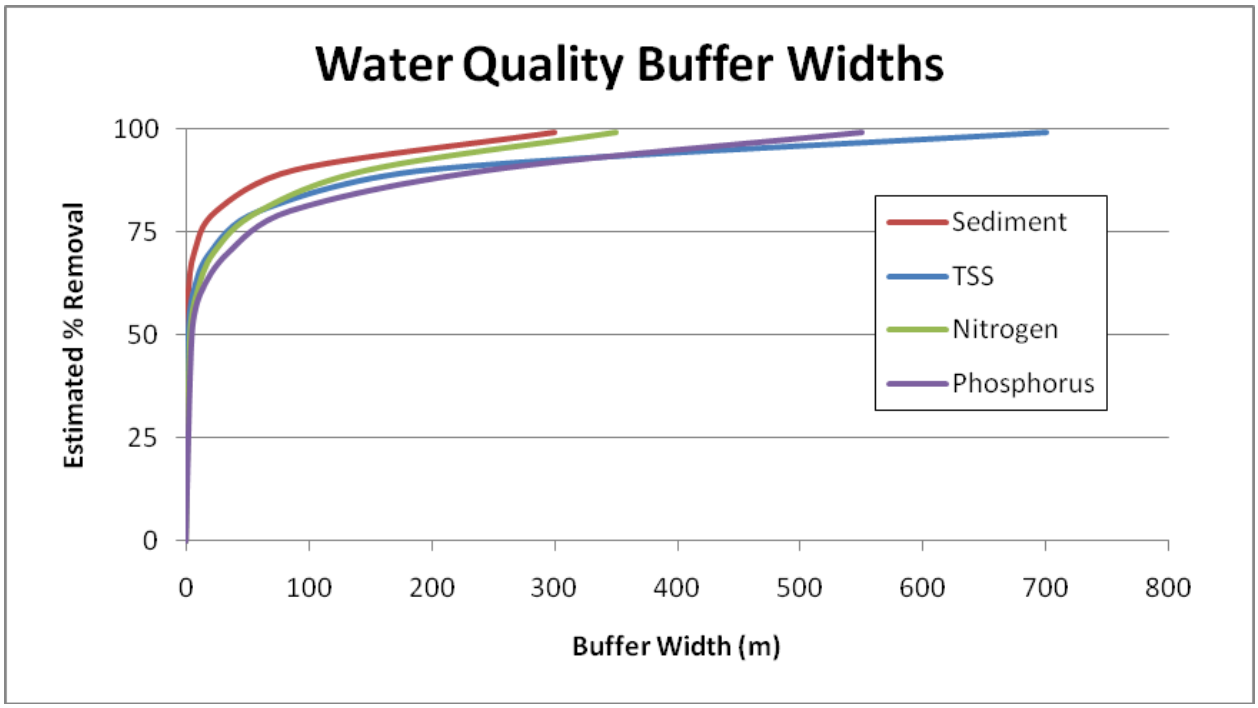


**Figure 1**. Contaminant removal effectiveness of four water quality parameters at various buffer widths (adapted from Desbonnet et al. 1995).

The City feels that it's proposal of a 15 ft buffer with a 5 ft setback will provide for more than the 16 ft minimum buffer recommend a reasonable minimum by Desbonnet above. Quoting again from Desbonnet pg 34, "Ideally, the vegetation within the multiply-use vegetated buffer would consist of a mix of species. The leading edge of the buffer might consist of a thickly growing grass maintained at a height of about four inches." Desbonnet pg 18, "Grasses therefore are suitable as part of the vegetated matrix that make up the buffer area, or as ground cover in the area immediately preceding the naturally vegetated buffer." Grass area is what the City would expect to find adjacent to the 15 ft vegetated buffer, and as such would serve as an extension of the buffer to well over the minimum 16 ft buffer recommended by Desbonnet.

* This memo uses the same terms as the cited reference like, "buffer". It is important to clarify that the Shoreline Master Program (SMP) for Sammamish does not propose a, "buffer" for Lake Sammamish, rather the SMP is proposing a, "Vegetation Enhancement Area (VEA)."

ESA

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Exhibit 5c

www.esassoc.com

# memorandum

date June 9, 2011

to Suzanne Cezar, City of Sammamish

from Margaret Clancy and Laura Brock

subject City of Sammamish SMP Update - Review of Overwater Structures Standards for Pine and Beaver Lakes

ESA prepared this information about overwater structure standards at the request of the City of Sammamish (City). The City is updating its Shoreline Master Program (SMP), which has been conditionally approved by the Washington Department of Ecology (Ecology). Ecology provided required and recommended changes to the SMP regarding overwater structure standards for Pine and Beaver Lakes. Ecology comments regarding the SMP requirements for these lakes focus on width and area requirements. The City asked ESA to review the existing science, recommendations, and regulations for overwater structures in freshwater lakes with similar habitats and conditions as Pine and Beaver Lakes.

**SMP Inventory and Characterization Summary for Pine and Beaver Lakes**

As shorelines of the State, Pine and Beaver Lakes are described in the City's Final Inventory and Characterization Report (ICR), issued in June 2007. This report describes the current ecological functions and conditions of Pine and Beaver Lakes and the built environment along their shorelines. In general, the ICR found that the shoreline planning areas around the lakes consisted predominantly of detached low-density single-family residences (1 to 4 dwelling units per acre). According to an informal shoreline field survey conducted by City staff, 117 of the 207 parcels in the Pine Lake shoreline planning area and 106 of the 137 parcels in the Beaver Lake shoreline planning area, including parks, have docks. These numbers indicate highly modified shorelines exist at Pine and Beaver Lakes.

Both lakes are primarily used for recreational purposes and are annually stocked with rainbow trout by the Washington Department of Fish and Wildlife (WDFW). Other non-native, warmwater species of fish, including largemouth bass, yellow perch, pumpkinseed sunfish, and brown bullhead, provide considerable recreational attraction to these lakes (ESA Adolfson, 2007). WDFW maps resident coastal cutthroat trout in both lakes (WDFW, 2010); however, there is no documented anadromous fish use in either lake.

**Ecological Effects of Overwater Structures**

ESA reviewed three white papers that address the effects of overwater structures on freshwater environments:

- *Treated Wood Issues Associated with Overwater Structures in Marine and Freshwater Environments*, prepared by Ted Poston of Battelle, April 2001;

- *Over-Water Structures: Freshwater Issues*, prepared by Jose Carrasquero of Herrera Environmental Consultants, April 2001; and

- *Overwater Structures and Non-structural Piling*, prepared by Jones & Stokes Associates, Anchor Environmental, and R2 Resource Consultants, December 2006.

The first two papers were prepared for the Washington Departments of Fish and Wildlife, Ecology, and Transportation. These agencies have been working to develop Aquatic Habitat Guidelines using an integrated approach to protecting and restoring marine, freshwater, and riparian habitats. The research summarized in these papers will provide the scientific and technical basis for the guidelines. The third white paper listed above was prepared in support of development of a programmatic Habitat Conservation Plan for permits issued by the Washington Department of Fish and Wildlife.

Based on the literature review in these papers, the potential effects of overwater structures on the functions of Pine and Beaver Lakes include water quality and general habitat impacts, such as:

- These structures affect fish behavior by attracting fish and may provide a focal point for predatory fish such as bass, which prey on other juvenile fish;
- Predators such as bass may use shaded areas from which to ambush prey;
- Shading can change water temperatures and reduce the growth of aquatic vegetation beneath the structure;
- The effects of artificial light on predation and fish behavior are unclear; results of studies vary according to fish species and life stage;
- Algae and other organisms can grow even on treated pilings, creating a new food source beneath the structure;
- Construction of overwater structures creates temporary disturbances such as noise and increased turbidity;
- Stormwater runoff from constructed surfaces may contain contaminants;
- Activities associated with overwater structures, such as boating, can indirectly increase human impacts on shallow areas of lakes and streams; and
- Use of treated wood for overwater and in-water structures can release toxic wood preservatives into aquatic habitats.

**Response to Ecology's Comments**

Ecology's has directed the City to adopt the U.S. Army Corps of Engineers standards contained in regional general permit #3 (referred to as RGP-3) for new dock construction. The Corps issued RGP-3 in 2005 but the permit expired in March of 2010. RGP-3 addresses construction of new or modification of existing residential overwater structures in Lake Washington, Lake Sammamish, the Sammamish River, and Lake Union. Specifically, RGP-3 was developed to meet Endangered Species Act consultation requirements and the provisions were designed to minimize effects of overwater structures on federally listed endangered and threatened species and their critical habitats. RGP-3 requirements were intended to avoid the multiple impacts of new docks to species, water quality, and navigation interests; these requirements included specific dock dimensional standards and grating for new docks. For example, RGP-3 limits the overall size of new or modified overwater structures according to the following standards:

- Single property owner: 480 square feet
- Two property owners (residential): 700 square feet
- Three or more residences: 1,000 square feet

Additionally, the standards specify certain length and width requirements depending on the type of overwater structure. Specific guidance on configuration is not given as long as the overwater structures meet the RGP-3 requirements for maximum area, length, width, and height.

The Corps indicates it has "no immediate plans" to reissue the RGP. RGP-3 was prepared in to address potential impacts of overwater structures on Endangered Species Act-listed species and their critical habitats.

In general, property owners seeking to construct new docks or modify existing docks on Pine or Beaver Lake would not need federal approval from the Corps of Engineers and the Corps' standards for dock construction would not apply. This is because Pine and Beaver Lake are not navigable waters (therefore not subject to Section 10 Rivers and Harbors Act requirements) and because and dock construction involving pilings does not trigger a Clean Water Act Section 404 permit (unless it also involves filling or impacting a wetland)[1]. Furthermore, since neither Pine not Beaver Lake supports federally listed fish species, there would be no need to consult with the Corps or with the federal services regarding Endangered Species Act compliance. For these reasons, the RGP-3 standards are not directly applicable.

**Other Requirements of Guidelines Pertaining to Overwater Structures**

<u>WDFW</u>

The WDFW regulates construction of overwater structures in accordance with Chapter 220-110 of the Washington Administrative Code. WDFW implements the Washington State Hydraulic Code (Chapter 77.55 RCW), which requires that anyone wishing to conduct any construction activity that will use, divert, obstruct, or change the bed or flow of state waters must obtain a Hydraulic Project Approval or HPA. WAC 220-110-060 contains general standards for the placement of footings and foundations, revegetation of disturbed banks, measures to prevent leaching of toxic wood preservatives, and other general measures to "achieve no-net-loss of productive capacity of fish and shellfish habitat." There are no specific dimensional standards or requirements for open grating.

WDFW is developing Aquatic Habitat Guidelines for overwater structures. While technical reports (white papers) in support of these guidelines have been published as described earlier, the overwater structure guidelines are not yet available.

<u>City of SeaTac</u>

ESA reviewed the City of SeaTac's draft SMP (May 2010; updated SMP approved by Ecology February 7, 2011) and Ecology's recommendations for the draft document. The City of SeaTac accepted Ecology's recommended changes and the updated SMP was approved by Ecology on February 7, 2011; no final documents have been published. Angle Lake is a 102 acre freshwater lake, located within the City of SeaTac. The lake is stocked with

[1] Per US 33 CFR Part 323.2(e)

trout and bass; no anadromous fish are present. The City of SeaTac adopted similar standards for dock width, maximum area, and grating to those listed in RGP-3. Examples of the City of SeaTac's standards:

- Maximum Area for Moorage Structures (Single Residence): 480 square feet for piers, 400 square feet for docks
- Maximum Area for Moorage Structures (Two or More Residences): 600 square feet for piers, 480 square feet for docks
- Moorage Structure Width and Decking: The maximum width of a pier or dock walkway and additional fingers shall be six (6) feet and four foot (4) walkways are recommended. All pier and dock walkways must be fully grated.

City of Kent

ESA reviewed the City of Kent's updated SMP, approved by Ecology February 11, 2010. Lake Fenwick is a 22 acre freshwater lake, located in the City of Kent. Lake Fenwick is stocked with rainbow trout, yellow perch, largemouth bass, and brown bullhead catfish. No anadromous fish are present in the lake. The City of Kent adopted similar standards for dock width, maximum area, and grating to those listed in RGP-3. Examples of the City of Kent's standards:

- Maximum Area for Docks (Single Residence, New Dock): 420 square feet
- Maximum Area for Docks (Two Residences, New Dock): 660 square feet
- Maximum Area for Docks (Three or More Residences, New Dock): 740 square feet
- Decking: All new piers must be fully grated. Decking shall have a minimum open space of 40%, and shall result in at least 60% ambient light beneath the pier.
- Dock width: The maximum width of a pier walkway is four feet for the first 30 feet waterward of the OHWM and six feet for the remainder of the walkway.

**Conclusions**

According to the 2007 ICR, the shorelines of Pine and Beaver Lakes are highly modified. Water quality impairment and shoreline vegetation loss related to development are primary issues for these lakes. Dock construction, maintenance, and repair on Pine and Beaver Lakes have some potential to impact water quality (e.g., changing water temperature, etc.) and habitat (e.g., displacing shallow water habitat, changing predator—prey relationships, algae and aquatic vegetation growth, etc.). The City included provisions in the SMP to address these impacts.

Ecology's comments on the City's draft SMP rely on the Corps' RGP-3 and 2010 *Biological Evaluation Programmatic* standards, which are based on freshwater lakes where anadromous fish and fish habitat are present. Dock construction on Pine and Beaver Lakes is not regulated by the Corps and no anadromous fish species are present; therefore, these standards are not directly applicable to Pine and Beaver Lakes. ESA's research did not find specific guidance or requirements for dock standards for freshwater lakes where no anadromous fish are present, except for the fairly general HPA standards required by WDFW. The City of SeaTac (Angle Lake) and the City of Kent (Lake Fenwick) added requirements to their SMP's that are similar to the Corps standards. Neither Angle Lake nor Lake Fenwick are navigable and neither support anadromous fish. When compared to these jurisdictions, the City's proposed maximum dock areas (600 square feet for single family residences and 800 square feet for more than two residences) for Pine and Beaver Lakes are fairly similar, although somewhat larger.

Even though RGP-3 requirements are not directly applicable to Pine and Beaver Lakes, the City has proposed adopting the maximum area limits for docks to address Ecology's comments and minimize potential adverse effects on lake functions. The City has also proposed allowing the overwater structure configuration to remain flexible as long as the overall maximum area limits are followed. This is consistent with the existing pattern and recreation use of docks on the lakes. In addition to maintaining character and aesthetical appeal, this provision accommodates the primary use and purpose of docks on Pine and Beaver Lake as seating areas and as platforms to access small, l human-powered or electric motor watercraft. Since no gas engines are allowed on these lakes, a long length of dock is not required for mooring boats. By limiting the maximum area of docks while allowing flexible dock configuration, the City can maintain recreational value and minimize impacts to Pine and Beaver Lakes.