

# AGENDA

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## City Council Regular Meeting

6:30 pm – 7:30 pm  
September 16, 2008

Council Chamber

### Call to Order

### Roll Call/Pledge of Allegiance

### 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.*

### Approval of Agenda

### Presentations/Proclamations: None

### Consent Agenda

- Payroll for pay period ending August 31, 2008 for pay date September 5, 2008 in the amount of \$257,864.29.
- 1. Approval: Claims for period ending September 16, 2008 for Check No. 21699 through Check No. 21802 in the amount of \$992,781.20
- 2. Resolution: ARCH Housing Trust Fund Allocation
- 3. Contract: SE 20<sup>th</sup> Street Survey/CH2mHill
- 4. Contract: Building Permit Drainage Review/J3 Mecham
- 5. Contract: Customer Service Training/Performance Journeys
- 6. Resolution: Acceptance Pine lake Park Picnic Shelters/Danneko
- 7. Approval: Study Session Notes for July 8, 2008
- 8. Approval: Minutes for July 21, 2008 Special Meeting
- 9. Approval: Minutes for September 2, 2008 Regular Meeting

### Public Hearing (continuation) (20 minutes)

10. Ordinance: Second Reading Amending The City Of Sammamish Municipal Code To Create A Low Impact Development Chapter, And Amending Certain Other Chapters Of The City Of Sammamish Municipal Code To Ensure Consistency With The Low Impact Development Chapter

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.



## **New Business**

11. Ordinance: First Reading Adopting The Lake Washington School District No. 414 Impact Fees For 2008 **(10 minutes)**
  
12. Ordinance: First Reading Adopting The Issaquah School District No. 411 Impact Fees For 2008 **(10 minutes)**

## **Council Reports: If Necessary**

### **City Manager Report (5 minutes)**

- 2009 Council Retreat Dates
- Planning Commission Vacancies

## **Executive Session – If necessary**

## **Adjournment**

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**AGENDA CALENDAR**

<b>Sept 2008</b>			
Mon 09/15	6:30 pm	Study Session	ARCH/Housing Low Impact Development
Tues 09/16	6:30 pm	Regular Council Meeting	Public Hearing/Second Reading: Ordinance LID Ordinance: First Reading Lake Washington School Dist. Capital Facilities Plan Ordinance: First Reading Issaquah School Dist. Capital Facilities Plan Resolution: Acceptance Pine Lake Park Picnic Shelters/Danneko (consent) Resolution: Arch Housing Trust Fund Allocation/ARCH Contract: SE 20 <sup>th</sup> Street Design/Transpo (consent) CM Report: Retreat Dates (January 22,23,24, 2009) CM Report: Commission Vacancies
<b>October 2008</b>			
Tues 10/07	6:30 pm	Regular Council Meeting	Quarterly Reports: Police/Fire/Finance Ordinance: Second Reading Lake Washington School Dist. Capital Facilities Plan Ordinance: Second Reading Issaquah School Dist. Capital Facilities Plan Bid Award: Room 214 Remodel Contract: Pine Lake Park Dock Demolition/ (consent)
Tues 10/14	6:30 pm	Joint Meeting Arts Commission	Arts Commission Work Plan Update Art Commission Clock Presentation City Attorney Presentation: Cable TV Franchise 2009/2010 Budget Sammamish Landing: Develop Initial Park Program Annexation Request: Camden Park
Mon 10/20	6:30 pm	Joint Meeting Planning Commission	Code Interpretation Ordinance Historic Preservation Ordinance Code block amendments Minor code amendments
Tues 10/21	6:30 pm	Regular Council Meeting	Quarterly Reports: Parks/Public Works Ordinance: First Reading/Water & Sewer Franchise Agreement Resolution: Acceptance South Pine Lake Route Project Resolution: Annexation Request Camden Park
<b>November 2008</b>			
Tues 11/04	6:30 pm	Regular Council Meeting	Public Hearing/First Reading Ordinance: 2009-2010 Budget Public Hearing/First Reading Ordinance: Property Tax Levy Rate Ordinance: Second Reading Franchise Agreements Resolution: 2009 Salary Schedule Resolution: 2009 Master Fee Schedule (if necessary)
Tues 11/11	6:30 pm		<b>Veterans Day (City Offices Closed)</b>
Mon 11/17	6:30 pm	Study Session	
Tues 11/18	6:30 pm	Regular Council Meeting	Public Hearing/Second Reading Ordinance: 2009-2010 Budget Public Hearing/Second Reading Ordinance: Property Tax Levy
<b>December 2008</b>			
Tues 12/02	6:30 pm	Regular Council Meeting	
Tues 12/09	6:30 pm	Joint Meeting Parks & Recreation Commission	Evans Creek Preserve: Draft Long Term Strategy Plan
Mon 12/16	6:30 pm	Study Session	
Tues 12/17	6:30 pm	Regular Council Meeting	

<b>January 2009</b>			
Tues 01/06	6:30 pm	Regular Council Meeting	
Tues 01/13	6:30 pm	Study Session	Sammamish Landing: Review of Master Plan Alternatives
Mon 01/19			<b>Martin Luther King Day (City Offices Closed)</b>
Tues 01/20	6:30 pm	Regular Council Meeting	
<b>February 2009</b>			
Tues 02/03	6:30 pm	Regular Council Meeting	
Tues 02/10	6:30 pm	Study Session	
Mon 02/16			<b>President's Day (City Offices Closed)</b>
Tues 02/17	6:30 pm	Regular Council Meeting	
<b>March 2009</b>			
Tues 03/03	6:30 pm	Regular Council Meeting	Public Hearing/First Reading Shoreline Master Plan Update
Tues 03/10	6:30 pm	Study Session	
Mon 03/16	6:30 pm	Study Session	Sammamish Landing: Review of Preferred Master Plan
Tues 03/17	6:30 pm	Regular Council Meeting	Public Hearing/Second Reading Shoreline Master Plan Update
<b>April 2009</b>			
Tues 04/07	6:30 pm	Regular Council Meeting	
Tues 04/14	6:30 pm	Study Session	
Mon 04/20	6:30 pm	Study Session	
Tues 04/21	6:30 pm	Regular Council Meeting	
<b>May 2009</b>			
Tues 05/05	6:30 pm	Regular Council Meeting	
Tues 05/12	6:30 pm	Study Session	
Mon 05/18	6:30 pm	Study Session	
Tues 05/19	6:30 pm	Regular Council Meeting	
<b>June 2009</b>			
Tues 06/02	6:30 pm	Regular Council Meeting	
Tues 06/09	6:30 pm	Study Session	
Mon 06/15	6:30 pm	Study Session	
Tues 06/16	6:30 pm	Regular Council Meeting	
<b>July 2009</b>			
Tues 07/07	6:30 pm	Regular Council Meeting	
Tues 07/14	6:30 pm	Study Session	
Mon 07/20	6:30 pm	Study Session	
Tues 07/21	6:30 pm	Regular Council Meeting	
<b>To Be Scheduled</b>		<b>To Be Scheduled</b>	<b>Parked Items</b>
<b>Resolution:</b> Adopting Evans Creek Preserve Master Plan <b>Approval:</b> Non-Motorized Project Priority List Street Lighting Standards Revision Storm Drainage Manual Update		<b>Resolution:</b> Pine Lake Water Quality Plan <b>Contract:</b> Louis Thompson Basin Plan Design (Jan 2007) <b>Contract:</b> NPDES Phase II Permit Gap Analysis <b>Public Hearing Second Read:</b> Ordinance Code Interpretation Amendment	

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## Events

[\[ Add Event \]](#)[<< August](#)

### September 2008

[October >>](#)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 8 a.m. <b>Labor Day</b> City offices closed	2 6:30 p.m. <b>City Council Meeting</b>	3 4 p.m. <b>Sammamish Farmers Market</b>	4 6:30 p.m. <b>Planning Commission Meeting</b>	5	6 9 a.m. <b>Beaver Lake Lodge Volunteer Opportunity</b>
7	8	9 6:30 p.m. <b>Joint Meeting with Redmond City Council</b>	10 4 p.m. <b>Sammamish Farmers Market</b> 6:30 p.m. <b>Parks and Recreation Commission Meeting</b>	11 6 p.m. <b>244th Ave Improvements - Open House</b>	12	13
14	15 6:30 p.m. <b>City Council Study Session</b> 7 p.m. <b>Arts Commission Meeting</b>	16 6:30 p.m. <b>City Council Meeting</b>	17 4 p.m. <b>Sammamish Farmers Market</b> 6:30 p.m. <b>Sammamish Landing Public Meeting #1 ~ Hopes, Dreams &amp; Fears</b>	18 6:30 p.m. <b>Planning Commission Meeting</b>	19	20
21	22	23	24 4 p.m. <b>Sammamish Farmers Market</b> 6 p.m. <b>Art Exhibit Opening</b>	25	26	27 9 a.m. <b>Recycling Collection Event</b> 9 a.m. <b>Lower Commons Park Volunteer Opportunity</b>
28	29	30				

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## Events

[\[ Add Event \]](#)<< [September](#)

### October 2008

[November >>](#)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2 6:30 p.m. <b>Planning Commission Meeting</b>	3	4 9 a.m. <b>Lower Commons Park Volunteer Opportunity</b>
5	6	7 6:30 p.m. <b>City Council Meeting</b>	8 6:30 p.m. <b>Parks and Recreation Commission Meeting</b>	9 7 p.m. <b>Swil Kanim Performance</b>	10	11 10 a.m. <b>Art Fair</b>
12 10 a.m. <b>Art Fair</b>	13	14 6:30 p.m. <b>Joint Meeting Sammamish Arts Commission</b>	15	16 6:30 p.m. <b>Planning Commission Meeting</b>	17	18 9 a.m. <b>Recycling Collection Event</b> 9 a.m. <b>Fall Recycling Event</b>
19	20 6:30 p.m. <b>Joint Meeting Sammamish Planning Commission</b> 7 p.m. <b>Arts Commission Meeting</b>	21 6:30 p.m. <b>City Council Meeting</b>	22	23	24	25
26	27	28	29	30	31	

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Last updated Sep 10 2008



# MEMORANDUM

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**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** September 11, 2008  
**RE:** Claims for September 16, 2008

\$ 16,994.63  
130,329.62  
1,535.50  
628,108.44  
215,813.01

16,994.63 +  
130,329.62 +  
1,535.50 +  
628,108.44 +  
215,813.01 +  
992,781.20 \*

**TOTAL \$ 992,781.20**

Check # 21699 through #21802

City of Sanmami  
marlene

Accounts Payable  
Computer Check Register Totals

Printed: 09/02/08 16:11

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21699	09/03/2008	JPMORGAN	JP Morgan Chase	16,994.63	000000
<b>CHECK TOTAL:</b>				<b>\$16,994.63</b>	

Accounts Payable  
Computer Check Register Totals

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21700	09/05/2008	AMEX	American Express	455.87	000000
21701	09/05/2008	ANI	ANI Administrators NW Inc	1,344.89	000000
21702	09/05/2008	AWCMED	AWC Employee Benefits Trust	76,452.92	000000
21703	09/05/2008	ICMA401	ICMA 401	29,151.70	000000
21704	09/05/2008	ICMA401x	ICMA401	4,619.20	000000
21705	09/05/2008	ICMA457	ICMA	10,968.44	000000
21706	09/05/2008	KCBLANK	King County Finance	610.00	000000
21707	09/05/2008	PREPAIDL	Pre-Paid Legal Services, Inc	362.60	000000
21708	09/05/2008	SAMESCRO	Sammamish Escrow	6,364.00	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$130,329.62</b>	

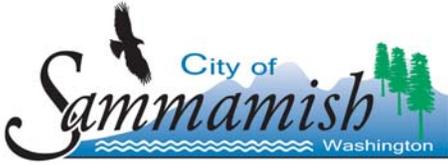
<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21709	09/10/2008	ANZANGA	Anzanga Marimba Ensemble	500.00	000000
21710	09/10/2008	LIVESOUN	Live Sound & Recording Co, LLC	1,035.50	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$1,535.50</b>	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21711	09/16/2008	ACCURINT	Accurint	30.00	000000
21712	09/16/2008	ADOLFSON	ESA Adolfson	9,969.28	000000
21713	09/16/2008	ALDWORTH	Kurt Aldworth	28.08	000000
21714	09/16/2008	ANI	ANI Administrators NW Inc	135.00	000000
21715	09/16/2008	BRAVO	Bravo Environmental	1,017.60	000000
21716	09/16/2008	BUTKUS	Pete Butkus	596.29	000000
21717	09/16/2008	CADMAN	Cadman, Inc.	15,906.98	000000
21718	09/16/2008	CASTURF	Cascade Turf	520.32	000000
21719	09/16/2008	CHILDRES	Harborview Children's Response Center	637.50	000000
21720	09/16/2008	COMCAST2	Comcast	199.90	000000
21721	09/16/2008	COSTCO	Costco Wholesale	594.67	000000
21722	09/16/2008	CRAN	GORDON CRANDALL	1,885.10	000000
21723	09/16/2008	DANNEKO	Danneko Construction	37,201.84	000000
21724	09/16/2008	DAYNIGHT	Day & Night Plumbing & Heating	617.05	000000
21725	09/16/2008	ELLISCON	Ellis Construction, Inc	5,952.05	000000
21726	09/16/2008	ENTERPRI	EnterpriseSeattle	5,000.00	000000
21727	09/16/2008	FASTENAL	Fastenal Industrial Supplies	32.33	000000
21728	09/16/2008	FRANK	Murray Franklyn	9,173.82	000000
21729	09/16/2008	G&M	G & M Traffic Solutions	4,773.00	000000
21730	09/16/2008	GALT	John E. Galt	55.00	000000
21731	09/16/2008	GLACIER	Glacier Northwest Inc	10,068.84	000000
21732	09/16/2008	HEWLITT	Hewlett Packard	5,313.75	000000
21733	09/16/2008	HORIZON	Horizon	3,275.29	000000
21734	09/16/2008	HOS	Hos Brothers Construction Inc	288,621.93	000000
21735	09/16/2008	ICMA	ICMA	5,550.00	000000
21736	09/16/2008	ICMADIST	ICMA Distribution Center	57.00	000000
21737	09/16/2008	IKONNW	Ikon Office Solutions	249.29	000000
21738	09/16/2008	IRONMT	Iron Mountain	181.12	000000
21739	09/16/2008	ISD	Issaquah School District	3,010.50	000000
21740	09/16/2008	ISSAQ1	Issaquah Press, Inc.	945.00	000000
21741	09/16/2008	ISSAUTO	Issaquah Auto Tech, Inc	334.52	000000
21742	09/16/2008	ISSIGNS	Issaquah Signs	2,656.33	000000
21743	09/16/2008	KCRADIO	King Cty Radio Comm Svcs	196.33	000000
21744	09/16/2008	KCSOLIDW	King County Solid Waste	45.00	000000
21745	09/16/2008	KEENEY	Keeney's Office Plus	269.56	000000
21746	09/16/2008	KENYON2	Kenyon Disend PLLC	15,881.65	000000
21747	09/16/2008	KINGFI	King County Finance A/R	70,591.96	000000
21748	09/16/2008	KINGPET	King County Pet Licenses	400.00	000000
21749	09/16/2008	LESSCHWA	Les Schwab Tire Center	144.10	000000
21750	09/16/2008	LWSD	Lake Washington School Dist	8,352.00	000000
21751	09/16/2008	MAILPO	Mail Post	1,200.25	000000
21752	09/16/2008	MOBERLY	Lynn Moberly	7,500.00	000000
21753	09/16/2008	MOBILEMA	Mobile Maintenance & Mechanix	2,126.39	000000
21754	09/16/2008	NAPA	Napa Auto Parts Inc.	130.77	000000
21755	09/16/2008	NESAM	NE Sammamish Sewer & Water	994.26	000000
21756	09/16/2008	NEXTEL	Nextel Communications	2,657.27	000000
21757	09/16/2008	NWCASC	Northwest Cascade, Inc.	622.72	000000
21758	09/16/2008	NWENVIRO	NW Environmental Consulting LL	2,904.75	000000
21759	09/16/2008	NWLAND	Brickman	13,433.98	000000
21760	09/16/2008	NWLSVC	NW Landscape Service	8,530.34	000000
21761	09/16/2008	OWL	Owl Fencing Inc	2,912.47	000000
21762	09/16/2008	PACMAIL	Pacific Mailing & Shipping	5,136.08	000000
21763	09/16/2008	PACPOWER	Pacific Power Generation	1,357.50	000000
21764	09/16/2008	PARKMONT	Parkmont Properties	7,500.00	000000
21765	09/16/2008	PHOINIX	Phoinix Equipment LLC	2,996.30	000000
21766	09/16/2008	PINELKAS	Pine Lake Associates	500.00	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21767	09/16/2008	PSE	Puget Sound Energy	905.17	000000
21768	09/16/2008	QWEST	QWEST	39.79	000000
21769	09/16/2008	REID	John E. Reid & Assoc, Inc	395.00	000000
21770	09/16/2008	ROTARSAM	Rotary Club of Sammamish	36.00	000000
21771	09/16/2008	SAM	Sammamish Plateau Water Sewer	9,966.90	000000
21772	09/16/2008	SAMCHAMB	Sammamish Chamber of Commerce	635.61	000000
21773	09/16/2008	SEATIM	Seattle Times	475.64	000000
21774	09/16/2008	SINGER	Daniel Singer, PHD.	7,000.00	000000
21775	09/16/2008	SONITROL	Sonitrol Pacific	683.16	000000
21776	09/16/2008	SOUNDPUB	Sound Publishing, Inc	633.55	000000
21777	09/16/2008	STAPLES	Staples Business Advantage	1,371.05	000000
21778	09/16/2008	STOECKL	Jane C. Stoecklin	100.00	000000
21779	09/16/2008	TAGS	Tags Awards & Specialties	63.41	000000
21780	09/16/2008	UNITRENT	United Rentals NW, Inc	2,219.85	000000
21781	09/16/2008	VAN NOST	Maren Van Nostrand	1,188.60	000000
21782	09/16/2008	VERIZNW	Verizon Northwest	37.63	000000
21783	09/16/2008	VERIZON	Verizon Wireless	18.71	000000
21784	09/16/2008	VOYAGER	Voyager	10,766.00	000000
21785	09/16/2008	WADIS	State of Wa Dept of Info Syste	18,095.91	000000
21786	09/16/2008	WADRS	Wa State Dept of Retirement Sy	844.02	000000
21787	09/16/2008	WAWORK	Washington Workwear LLC	1,143.84	000000
21788	09/16/2008	WED	Western Equipment Distributors	515.54	000000

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**CHECK TOTAL:           \$628,108.44**

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21789	09/16/2008	ACE	Ace Hardware, LLC	963.21	000000
21790	09/16/2008	APS	Applied Professional Svs, Inc.	2,400.00	000000
21791	09/16/2008	ASC	Action Services Corp	2,258.75	000000
21792	09/16/2008	EASTEQ	Eastside Equipment & Marine	292.91	000000
21793	09/16/2008	EWINGIRR	Ewing Irrigation	1,061.78	000000
21794	09/16/2008	GRAYOS	Gray & Osborne, Inc.	6,092.47	000000
21795	09/16/2008	HOMEDE	Home Depot	743.27	000000
21796	09/16/2008	ISSAUTO	Issaquah Auto Tech, Inc	50.34	000000
21797	09/16/2008	J3 Mecum	J3 Mecum Engineering Inc	1,877.91	000000
21798	09/16/2008	KINGFI	King County Finance A/R	21,422.52	000000
21799	09/16/2008	NC MACH	NC Machinery Co	4,763.38	000000
21800	09/16/2008	NWLSVC	NW Landscape Service	6,825.58	000000
21801	09/16/2008	PACSOIL	Pacific Topsoils, Inc	6,128.09	000000
21802	09/16/2008	PERTEET	Perteet, Inc.	160,932.80	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$215,813.01</b>	



## CITY COUNCIL AGENDA BILL

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**Subject:**

Resolution approving the contribution of budgeted funds to ARCH for the Housing Trust Fund

**Meeting Date:** September 16, 2008

**Date Submitted:** September 10, 2008

**Originating Department:** Community Development

**Clearances:****Action Required:**

Consider and approve resolution

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

**Exhibits:**

1. Resolution
2. Housing Trust Fund projects

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**Budgeted Amount:** \$100,000

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**Summary Statement:**

The city's adopted 2008 portion of the 2007/2008 biennial budget includes funds reserved for projects recommended through the ARCH Housing Trust Fund. The ARCH Executive Board has recommended that up to \$100,000 be used to fund, in part or in whole, affordable rental housing as part of the Housing Resources Group (HRG) Kenmore Village project. Kenmore Village includes units for homeless households (10% priority units), low-income (70% of total units) and moderate income households (20% of total units). This amount is currently included in the existing budget. The intent of this resolution is to further specify for what projects the \$100,000 budgeted funds are to be spent.

**Background:**

Staff recommends that the City Council approve the recommendation of the ARCH Executive Board for authorizing budgeted funds for the HRG Kenmore Village. Once authorized, the City Manager will execute necessary documents.

**Recommended Motion:**

Adopt

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2008 - \_\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH CITY  
COUNCIL APPROVING CERTAIN EXPENDITURES FROM  
THE HOUSING TRUST FUND FOR 2007/2008.**

WHEREAS, the City of Sammamish has adopted a comprehensive plan containing a housing element which meets the requirements of the State Growth Management Act (GMA); and

WHEREAS, the King County Regional Coalition for Housing (ARCH) has assisted the City in meeting its GMA objectives in the development and implementation of the housing element of the comprehensive plan; and

WHEREAS, the City of Sammamish, has entered into an Interlocal Agreement with ARCH to be a member of the coalition and receive the benefits of membership; and

WHEREAS, ARCH has submitted to the City Council a work-program and budget for 2007/2008 which required and received the City’s concurrence; and

WHEREAS, ARCH seeks authorization for the use of Housing Trust Funds in order to provide affordable housing as described in the attached documents;

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

The City of Sammamish City Council hereby:

1. Approves the use of ARCH Housing Trust Funds in order to provide affordable housing as described in the attached documents. The City Manager will execute the necessary documents.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 16<sup>th</sup> DAY OF SEPTEMBER, 2008.**

CITY OF SAMMAMISH

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Mayor Lee Felling

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk: September 10, 2008  
Passed by the City Council: September 16, 2008  
Resolution No. R2008 -

**ARCH HOUSING TRUST FUND (HTF) APPLICATIONS  
SPRING 2008**

<b>Applicant</b>	<b>Funds Requested (Grant/Loan) // Recommendation</b>	<b>Housing Type/ # of units/ bdrms</b>	<b>Income Served</b>	<b>Project Location</b>	<b>Duration of benefit</b>	<b>Total cost per unit</b>	<b>HTF cost per aff. unit</b>	<b>Project completion</b>
St Andrew's Housing Group St. Margaret's Apartments	\$1,550,000 (Deferred Loan)  12 Section 8  <u>Recommendation</u> \$1,550,000 (Deferred Loan)  Up to 12 Section 8	New Construction  40-61 Total  ~ 40% Studios ~ 40% One-Bedrooms ~ 20% Two-Bedrooms	30 at 30% 15 at 40% 15 at 60% 1 Mngr Unit  12 Section 8  75% Homeless Units [ ~ 60% Transitional units for homeless veterans/families / ~ 40% Permanent Supportive Homeless Units]	4228 Factoria Blvd, SE  Bellevue	50 Years	\$275,896	\$25,410 ↕ \$37,800	September 2011
Housing Resource Group (HRG) Kenmore Village by the Lake	\$1,600,000 (Contingent Loan)  17 Section 8 //  <u>Recommendation</u> \$1,300,000 - 2008 \$300,000 - 2009 (Contingent Loan)  17 Section 8	New Construction  100 Total  12 Studios 59 One-Bedrooms 29 Two-Bedrooms	10 at 30% 70 at 50% 20 at 60%  17 Section 8	6801 NE 181 <sup>st</sup> St.  Kenmore	50 Years	\$266,930  (Includes \$35,000 per unit in land value)	\$16,000	July 2011

# ARCH HOUSING TRUST FUND, SPRING 2008

## Leveraging Funds - -

	SAINT ANDREW'S Saint Margaret's		HOUSING RESOURCE GROUP Kenmore Village by the Lake		TOTAL
<b>ARCH</b>	\$1,550,000	9%	\$ 1,600,000	6%	\$3,150,000
Local Public			\$ 3,500,000 (Land)		\$3,500,000
King County HOF/HOME/CDBG 2060/2163 Veterans/Human Services Other	\$2,850,000 \$850,000		\$ 1,700,000		
<b>KC TOTAL</b>	\$ 3,700,000	22%	\$ 1,700,000	0%	\$5,400,000
WA HAP WA HTF WA HFC (Equity Fund)	\$2,000,000	12%	\$ 3,250,000	12%	
		0%			
<b>WA TOTAL</b>	\$ 2,000,000		\$ 3,250,000		\$5,250,000
Federal/HUD Section 811 McKinney Other (VA Per Diem)	\$1,170,000				
<b>FEDERAL TOTAL</b>	\$ 1,170,000		\$ -	0%	\$1,170,000
<b>Tax Credits</b>	\$6,259,624	37%	\$ 7,088,634	27%	\$13,348,258
<b>Federal Home Bank</b>	\$500,000	3%	\$ 899,900	3%	\$1,399,900
<b>Bonds</b>	\$0	0	\$ 6,737,928	25%	\$6,737,928
<b>Bank Loans</b>	\$1,400,000	8%	\$ -	0%	\$1,400,000
<b>Deferred Developer Fee</b>	\$184,889		\$ 1,916,563		
<b>Private</b>	\$0	0%		0%	\$0
<b>Other</b>	\$65,187	0%	\$0	\$0	\$65,187
Operations	\$65,187				
<b>TOTAL COST</b>	\$ 16,829,700	92%	\$ 26,693,025	73%	\$43,522,725

Exhibit 2

**SPRING 2008 HOUSING TRUST FUND: PROPOSED FUNDING SOURCES**

SOURCE	PROJECT			TOTAL
	St Andrews St Margarets	HRG Kenmore Village	YWCA Family Village	
<b>Request</b>				
<b>ARCH Executive Board Recommendation</b>				
Current Funding Reserve/Set-aside	\$ 1,550,000	\$ 1,300,000	\$ 1,500,000	\$ 2,850,000
		\$ 300,000		\$ 1,800,000
<b>Current Funding</b>				
Sub-Regional CDBG	\$ 591,837			\$ 591,837
Bellevue				
CDBG	\$ 280,000			\$ 280,000
General Fund	\$ 678,163	\$ 500,000		\$ 1,178,163
Issaquah				
General Fund		\$ 40,000		\$ 40,000
Kirkland				
General Fund		\$ 211,000		\$ 211,000
Mercer Is.				
General Fund		\$ 20,000		\$ 20,000
Redmond				
General Fund		\$ 160,000		\$ 160,000
Newcastle				
General Fund		\$ 70,000		\$ 70,000
Kenmore				
General Fund		\$ 167,000		\$ 167,000
Sammamish				
General Fund		\$ 100,000		\$ 100,000
Woodinville				
General Fund		\$ 17,000		\$ 17,000
Clyde Hill				
General Fund		\$ 15,000		\$ 15,000
Medina				
General Fund				\$ -
Yarrow Point				
General Fund				\$ -
Hunts Point				
General Fund				\$ -
<b>TOTAL</b>	\$ 1,550,000	\$ 1,300,000	\$ -	\$ 2,850,000
CDBG	\$ 871,837	\$ -	\$ -	\$ 871,837
General Fund	\$ 678,163	\$ 1,300,000	\$ -	\$ 1,978,163

Exhibit 2

**FIGURE 1**  
**ARCH: EAST KING COUNTY TRUST FUND SUMMARY**  
**LIST OF PROJECTS FUNDED (1993 - Fall 2007)**

Project	Location	Owner	# Units/Beds	Funding	% of Total Allocation	Distribution Target
<b>1. Family Housing</b>						
Andrews Heights Apartments	Bellevue	St. Andrews	24	\$400,000		
Garden Grove Apartments	Bellevue	DASH	18	\$180,000		
Overlake Townhomes	Bellevue	Habitat of EKC	10	\$120,000		
Glendale Apartments	Bellevue	DASH	82	\$300,000		
Wildwood Apartments	Bellevue	DASH	36	\$270,000		
Somerset Gardents (Kona)	Bellevue	KC Housing Authority	198	\$700,000		
Pacific Inn	Bellevue *	Pacific Inn Assoc.	118	\$600,000		
Eastwood Square	Bellevue	Park Villa LLC	48	\$600,000		
Chalet Apts	Bellevue	St Andrews	14	\$163,333		
YWCA Family Apartments	K.C. (Bellevue Sphere)	YWCA	12	\$100,000		
Highland Gardens (Klahanie)	K.C. (Issaquah Sphere)	St. Andrews	54	\$291,281		
Crestline Apartments	K.C. (Kirkland Sphere)	Shelter Resources	22	\$195,000		
Parkway Apartments	Redmond	KC Housing Authority	41	\$100,000		
Habitat - Patterson	Redmond	Habitat of EKC	24	\$446,629		
Avon Villa Mobile Home Park	Redmond **	MHCP	93	\$525,000		
Terrace Hills	Redmond	St. Andrews	18	\$442,000		
Village at Overlake Station	Redmond	KC Housing Authority	308	\$1,645,375		
Summerwood	Redmond	DASH	166	\$1,198,034		
Habitat - Bothell Site	Bothell	Habitat of EKC	8	\$170,000		
Habitat - Newcastle Site	Newcastle **	Habitat of EKC	12	\$240,837		
RoseCrest	Issaquah ***	St. Andrews	40	\$1,063,718		
Mine Hill	Issaquah	St. Andrews	28	\$450,000		
Clark Street	Issaquah	St Andrews	30	\$355,000		
Issaquah Highlands Property	Issaquah ***	SAHG/SRI	45	\$569,430		
Habitat Issaquah Highlands	Issaquah ***	Habitat of EKC	10	\$200,000		
Greenbrier Family Apts	Woodinville **	DASH	50	\$286,892		
Plum Court	Kirkland	DASH	61 /66	\$1,000,000		
Kenmore Court	Kenmore	LIHI	33	\$350,000		
ADU Loan Program	Various		6 est	\$70,000		
Homeowner Downpayment Loan	Various	KC/WSHFC/ARCH	60 est	\$415,000		
<b>SUB-TOTAL</b>			<b>1669</b>	<b>\$13,447,530</b>	<b>58.2%</b>	<b>(56%)</b>
<b>2. Senior Housing</b>						
Cambridge Court	Bellevue	Resurrection Housing	20	\$160,000		
Ashwood Court	Bellevue *	DASH/Shelter Resources	50	\$1,070,000		
Evergreen Court (Assisted Living)	Bellevue	DASH/Shelter Resources	64 /84	\$1,280,000		
Vasa Creek	K.C. (Bellevue Sphere)	Shelter Resources	50	\$190,000		
Riverside Landing	Bothell **	Shelter Resources	50	\$225,000		
Kirkland Plaza	Kirkland	St. Andrews	24	\$610,000		
Heron Landing	Kenmore	DASH/Shelter Resources	50	\$65,000		
Ellsworth House Apts	Mercer Island	St. Andrews	59	\$900,000		
Greenbrier Sr Apts	Woodinville **	DASH/Shelter Resources	50	\$131,192		
<b>SUB-TOTAL</b>			<b>417</b>	<b>\$4,631,192</b>	<b>20.0%</b>	<b>(19%)</b>

Exhibit 2

**FIGURE 1**  
**ARCH: EAST KING COUNTY TRUST FUND SUMMARY**  
 LIST OF PROJECTS FUNDED (1993 - Fall 2007)

Project	Location	Owner	# Units/Beds	Funding	% of Total Allocation	Distribution Target
<b>3. Homeless/Transitional Housing</b>						
Hopelink Place	Bellevue	** Hopelink	20	\$500,000		
Chalet	Bellevue	St Andrews	4	\$46,667		
Kensington Square	Bellevue	Housing at Crossroads	6	\$250,000		
Dixie Price Transitional Housing	Redmond	Hopelink	4	\$71,750		
Avondale Park	Redmond	Springboard (EHA)	18	\$280,000		
Avondale Park Redevelopment	Redmond	** Springboard (EHA)	60	\$1,502,469		
Petter Court	Kirkland	KITH	4	\$100,000		
Talus Property	Issaquah	*** St. Andrews	10	\$265,930		
Issaquah Highlands Property	Issaquah	*** SAHG/SRI	5	\$70,000		
<b>SUB-TOTAL</b>			<b>113</b>	<b>\$3,086,815</b>		13.4% (13%)
<b>4. Special Needs Housing</b>						
My Friends Place	Uninc. KC	EDVP	6 Beds	\$65,000		
Stillwater	Redmond	Eastside Mental Health	19 Beds	\$187,787		
Foster Care Home	Kirkland	Friends of Youth	4 Beds	\$35,000		
FOY New Ground	Kirkland	Friends of Youth	6 Units	\$268,000		
DD Group Home 4	Redmond	Community Living	5 Beds	\$111,261		
DD Group Homes 5 & 6	Redmond/TBD	Community Living	10 Beds	\$250,000		
United Cerebral Palsy	Bellevue/Redmond	UCP	9 Beds	\$25,000		
DD Group Home	Bellevue	Residence East	5 Beds	\$40,000		
AIDS Housing	Bellvue/Kirkland	Aids Housing of WA.	10 Units	\$130,000		
Harrington House	Bellevue	AHA/CCS	8 Beds	\$290,209		
DD Group Home 3	Bellevue	Community Living	5 Beds	\$21,000		
Parkview DD Condos III	Bellevue	Parkview	4	\$200,000		
IERR DD Home	Issaquah	IERR	6 Beds	\$50,209		
Foster Care Home	Bothell	FOY	4 Beds	\$50,000		
Oxford House	Bothell	Oxford/Compass Ctr.	8 Beds	\$80,000		
Parkview DD Homes VI	Bothell/Bellevue	Parkview	6 Beds	\$150,000		
<b>SUB-TOTAL</b>			<b>115 Beds/Units</b>	<b>\$1,953,466</b>		8.4% (12%)
<b>TOTAL</b>			<b>2314</b>	<b>\$23,119,003</b>		<b>100.0%</b>

\* Funded through Bellevue Downtown Program

\*\* Also, includes in-kind contributions (e.g. land, fee waivers, infrastructure improvements)

\*\*\* Amount of Fee Waiver still to be determined

Exhibit 2

**ECONOMIC SUMMARY: ST MARGARETS**

1. Applicant/Description: St Andrews/ New construction of 61 units for homeless with supportive services and permanent housing.

2. Project Location: 4228 Factoria Blvd. SE, Bellevue

3. Financing Information:

Funding Source	Funding Amount	Commitment
ARCH	\$ 1,550,000	Applied for Spring 2008
King County	\$ 2,850,000	Received Fall 2007
County Veterans	\$ 850,000	
State	\$ 2,000,000	Apply for Fall 2008
Tax Credits	\$ 6,259,624	Apply for Spring 2009
Private Debt	\$ 1,400,000	Apply for 2009
Federal VA Grant	\$ 1,170,000	Applied for Summer 2008
Private/Other	\$ 750,076	Apply for Fall 2008
<b>TOTAL</b>	<b>\$ 16,829,700</b>	

4. Development Budget:

ITEM	TOTAL	PER UNIT	HTF
Acquisition	\$ 1,800,000	\$ 29,500	\$1,550,000
Construction	\$ 12,301,425	\$ 201,663	
Design	\$ 670,800	\$ 11,000	
Consultants	\$ 497,509	\$ 8,155	
Developer fee	\$ 550,000	\$ 9,016	
Finance costs	\$ 281,700	\$ 4,618	
Reserves	\$ 80,670	\$ 1,322	
Permits/Fees/Other	\$ 647,596	\$ 10,609	
<b>TOTAL</b>	<b>\$ 16,829,700</b>	<b>\$ 275,890</b>	<b>\$1,150,000</b>

5. Debt Service Coverage: The project is proposed to serve primarily very low income and homeless, and provide supportive services. Therefore, debt service payments are proposed to be deferred for 30 years.

6. Security for City Funds:

- A recorded covenant to ensure affordability and use for targeted population for 50 years.
- A promissory note secured by a deed of trust. The promissory note will require repayment of the loan amount upon non-compliance with any of the loan conditions.

Exhibit 2

**ECONOMIC SUMMARY: KENMORE VILLAGE**

1. Applicant/Description: Housing Resources Group (HRG) / New construction of 100 units for very low, low and moderate income households.

2. Project Location: 6801 NE 181<sup>st</sup> Street, Kenmore

3. Financing Information:

Funding Source	Funding Amount	Commitment
ARCH	\$ 1,600,000	Applied for Spring 2008
King County	\$ 1,700,000	Apply for Fall 2008
Land Value from City	\$ 3,500,000	Committed
State Nonprofit Equity Fund	\$ 3,250,000	Apply for Fall 2008
Tax Credits	\$ 7,088,634	Apply for Spring 2009
Tax Exempt Bonds	\$ 6,737,928	Apply for Spring 2009
Federal Home Loan Bank	\$ 899,900	Apply for Fall 2008
Deferred Developer Feer	\$ 1,916,563	Committed
<b>TOTAL</b>	<b>\$ 26,693,025</b>	

4. Development Budget:

ITEM	TOTAL	PER UNIT	HTF
Acquisition	\$ 3,500,000	\$ 35,000	City
Construction	\$ 17,303,712	\$ 173,037	\$ 1,323368
Design	\$ 906,755	\$ 9,067	\$ 76,632
Permits/Fees	\$ 580,418	\$ 5,805	
Developer fee	\$ 2,915,580	\$ 29,155	\$ 200,000
Construction/Permanent Finance costs	\$ 1,054,991	\$ 10,550	
Reserves	\$ 210,696	\$ 2,107	
Other	\$ 220,874	\$ 2,208	
<b>TOTAL</b>	<b>\$ 26,693,026</b>	<b>\$ 266,930</b>	<b>\$1,600,00013 23368</b>

5. Debt Service Coverage: 1.18 ratio on private loan. City loans will be deferred for approximately 10 years (until deferred developer fee paid).. provide for deferral for certain reasons (e.g. such as loss of Section 8 assistance).

6. Security for City Funds:

- A recorded covenant to ensure affordability for 50 years.
- A promissory note secured by a deed of trust. The promissory note will require repayment of the loan amount upon non-compliance with any of the loan conditions.



## CITY COUNCIL AGENDA BILL

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**Subject:**  
SE 20<sup>th</sup> Street Non-motorized Improvements  
Surveying Contract

**Meeting Date:** September 16, 2008

**Date Submitted:** September 9, 2008

**Originating Department:** Public Works

**Action Required:**

- Authorize the City Manager to execute a Contract Agreement with CH2M Hill, Inc. for Surveying Services related to the SE 20<sup>th</sup> Street Non-motorized Improvement project.

**Clearances:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> <b>City Manager</b> | <input type="checkbox"/> <b>Police</b>   |
| <input checked="" type="checkbox"/> <b>Public Works</b> | <input type="checkbox"/> <b>Fire</b>     |
| <input type="checkbox"/> <b>Building/Planning</b>       | <input type="checkbox"/> <b>Attorney</b> |

**Exhibits:**

- 1) Agreement for Services
- 2) "Exhibit A" – Scope of Services
- 3) "Exhibit D" – Fee Estimate

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**Budgeted Amount:** Money for these services is budgeted in the Non-Motorized Improvement Program (001-040). The City Council's 2008 adopted budget contains a total of \$3,230,000 appropriated for non-motorized transportation.

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**Summary Statement:**

This contract agreement will provide the surveying documents for non-motorized facilities along SE 20<sup>th</sup> Street from 212<sup>th</sup> Avenue SE to 228<sup>th</sup> Avenue SE. The purpose of the project is to improve pedestrian and bicycle safety along this collector road within the City.

**Background:**

During the City Council Study Session on July 1, 2008, SE 20<sup>th</sup> Street was identified as a high priority non-motorized improvement project within the City. To develop conceptual and final design plans for the non-motorized improvements, surveying must be completed that will define the publicly owned right-of-way and determine the existing planimetrics on SE 20<sup>th</sup> St. This contract will allow the City to move forward in developing conceptual plans for permitting and public meetings. Survey base mapping will aid in the final engineering design.

**Financial Impact:**

It is anticipated that \$230,000 from the 2008 budgeted funds will be spent this year. The proposed 2009/2010 budget is requesting that \$3,000,000 (currently budgeted in 2008) be reallocated in 2009 to complete the SE 20<sup>th</sup> Street Non-Motorized improvements. Surveying design services in this contract will be \$35,000.00 of the total project cost.

**Recommended Motion:**

Move to authorize the City Manager to execute a contract with CH2M Hill, Inc. for an amount not to exceed \$35,000.00 for Surveying Services in association with the SE 20<sup>th</sup> Street Non-motorized Improvement Project.

**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES**

Consultant: CH2M HILL, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and CH2M HILL, Inc., hereinafter referred to as the "Consultant."

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$35,000.00

Other (describe): \_\_\_\_\_  
\_\_\_\_\_

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

**3. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2009, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

**6. Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

## Exhibit 1

fees, to the proportionate extent arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the negligence of the City.

### 7. Insurance.

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

#### Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

#### Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

#### Other Insurance Provisions

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

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

#### Verification of Coverage

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

### 8. Record Keeping and Reporting.

## Exhibit 1

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

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

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

### 10. **Termination.**

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

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

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

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

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

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

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

13. **Conflict of Interest.** The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A". In the event that the Consultant is asked to perform services for a project with which it may have a conflict, the Consultant will immediately disclose such conflict to the City.

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

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

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

Exhibit 1

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

City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone number: (425) 898-0660

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

Company Name CH2M HILL, Inc.  
Contact Name John McKenzie  
Street Address 1100 112<sup>th</sup> Ave, NE, Suite 400  
City, State Zip Bellevue, WA 98004  
Phone Number 425-453-5000 x5369  
Email John.McKenzie@ch2m.com

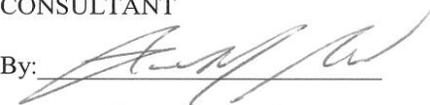
18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

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

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

Title: City Manager

Title: Vice President

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

Date: 9-11-2008

Attest/Authenticated:

Approved As To Form:

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

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

EXHIBIT B



*REQUEST FOR CONSULTANT PAYMENT*

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

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

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

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

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

Email Address: \_\_\_\_\_

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

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

Specific Program: \_\_\_\_\_

\_\_\_\_\_  
 Authorized signature

***ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED***

***For Department Use Only***

Total contract amount	
Previous payments	
Current request	
Balance remaining	

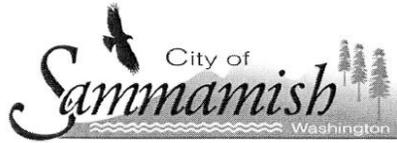
Authorization to Consultant: \$
Account Number:
Date:

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

***Finance Dept.***

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

EXHIBIT C



*TAX IDENTIFICATION NUMBER*

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

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

Please check the appropriate category:

Corporation                       Partnership                       Government Consultant  
 Individual/Proprietor                       Other (explain)

TIN No.:                      59-0918189

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

Print Name:                      Lisa M. Reid

Title:                                      Vice President

Business Name:                      CH2M HILL, Inc.

Business Address:                      1100 112<sup>th</sup> Ave., NE, Suite 400, Bellevue, WA 98004

Business Phone:                      425-453-5000

09-11-2008  
Date

  
Authorized Signature (Required)

## Exhibit A -- Scope of Services

### **City of Sammamish SE 20<sup>th</sup> Street Non-Motorized Improvements**

During the term of this AGREEMENT, CH2M Hill (CONSULTANT) shall perform professional services for the City of Sammamish (CITY). This Scope of Work is for the City of Sammamish SE 20<sup>th</sup> Street Non-Motorized Improvements Project to provide topographic and Right-of-Way (ROW) survey services in support of roadway arterial planning and design for approximately one mile of proposed improvements.

#### **Project Description**

The project includes providing non-motorized improvements on SE 20<sup>th</sup> Street, a City of Sammamish collector road which is rural in nature, and characterized by two-lanes with ditches, culverts, limited shoulder, and multiple driveway access points. Improvements on SE 20<sup>th</sup> Street will run from 212<sup>th</sup> Avenue SE to 228<sup>th</sup> Avenue SE, approximately 5200 linear feet.

This project is located in the southeast and southwest quarters of section four, Township 24 North, Range Six East of the Willamette Meridian (04-24-06, WM), City of Sammamish, King County, Washington State.

#### **TASK 1**

### **1. Project Management**

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#### **1.1. Project Management**

The CONSULTANT will provide overall project administration and management for the duration of the project. For budgeting purposes, the project duration will be 2 months.

The CONSULTANT will coordinate with the CITY on a regular basis to keep the CITY's project manager informed about project issues and schedule. This task will help monitor scope, schedule, and budget and to propose corrective actions. Monthly invoices and back-up will be prepared in accordance with the format agreed upon by the CITY's project manager.

Two (2) monthly invoices and progress reports are assumed for the project. The CONSULTANT will provide the management of the drawings and documents received and generated over the course of the project, including closeout of the project.

The CONSULTANT will provide direction and oversight of the consultant's project team to confirm implementation of the work plan and coordination of work activities, including the review of each project team member's work over the course of the project.

***Deliverable(s):***

- 2 monthly invoices
- 2 monthly progress reports

**1.2. Project Coordination**

This task provides for overall coordination with the CITY and with the CITY's designers.

**TASK 2****2.0 Surveying & Base Mapping**

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This task consists of establishing primary and secondary survey control, performing DTS (desk-top surveying) from the 3D Multi-Spectral LiDAR scanning data collected in a separate contract and performing conventional surveying for miscellaneous items not collected by the scanner. The CONSULTANT will have the Practice of Land Surveying tasks performed by or under the direction of a Surveyor licensed to practice in the State of Washington, and the survey shall conform to Revised Code of Washington Statutes and Washington Administrative Codes pertaining to surveying.

**2.1. Base mapping****2.1.1. Primary Survey Control**

The CONSULTANT will prepare the primary Survey Control using existing monumentation as found and survey control provided by the CITY. The CONSULTANT will create a control plan using these local monuments. Said monument positions will be used to calculate the appropriate Survey Datum(s) listed below. Conventional Total Station and/or RTK GPS will be used to accomplish this task.

**2.1.2. Secondary Survey Control**

The task includes the effort to enhance and fill in Secondary Control from the Primary network. This supplemental Survey Control will be used to orientate the scanning data to the appropriate Survey Datum(s) listed below. For budgeting purposes, it is assumed that +/- 100 Survey Control Points will be set and field located in this task. Conventional Total Station and/or RTK GPS will be used to accomplish this task.

**The Horizontal Datum**

All survey work shall be in the Washington State Lambert Grid Coordinate System using the NAD83 (1991) datum as established in accordance with chapter 58.20 Revised Code of Washington, and shall be in U.S. Survey Foot Units. The horizontal control to establish ties to the datum shall be shown on the plans and/or in the surveyor's notes.

**Vertical Datum**

The Vertical datum for all survey work shall be the North American Vertical Datum of 1988 (NAVD 1988). The benchmarks used to establish ties to the datum shall be shown on the plans and/or in the surveyor's notes.

### 2.1.3. Desk-Top Surveying (DTS) and Mapping

Using the data collected in the 3D Multi-spectral scanning task under a separate contract, the CONSULTANT will post-process and map the following topography and planimetrics:

- Traffic Signs
- Flow Line (ditches and curb flow lines)
- Driveways
- Ground shots
- Channelization
- Significant trees, property screen shrubs, fences, and mailboxes
- Underground utility marks by others
- Surface Observable Utilities such as power poles, vaults, risers, fire hydrants, water valves, water meters, gas valves, traffic signal and traffic control boxes, and catch basins

The CONSULTANT will capture sufficient ground measurements to generate a digital terrain model (DTM) at one foot contours

### 2.1.4. Supplemental Conventional Surveying and Mapping

Using conventional surveying methods, such as RTK GPS and/or an electronic distance measuring (EDM) Total Station, the CONSULTANT will field locate items not accessible by the scanner and to provide supplemental survey data. Items include:

- Drainage structures and invert elevations
- Culverts
- Critical area delineation such as wetland and stream
- Ditches
- Topography and planimetrics not observed by scanning

## Task 2.2. Right-of-Way Mapping

This task consists of establishing right-of-way and parcel lines along SE 20<sup>th</sup> Street from the end of substantial improvements approximately 300 feet west of the intersection of SE 20<sup>th</sup> Street and 228<sup>th</sup> AVE SE to the intersection SE 20<sup>th</sup> Street and 212<sup>th</sup> AVE SE.

### 2.2.1. Research and Calculations

The CONSULTANT will perform research at the County to obtain existing road right-of-way information, assessors maps, Records of Surveys, Plats and Short Plats within the project limits. The CONSULTANT will search for and field locate controlling monuments including street right-of-way monuments and property corners found within the project limits.

### 2.2.2. Mapping

Using the aforementioned research and calculation information, the CONSULTANT will map the centerline of the right-of-way and delineate the right-of-way limits and the parcel boundary lines on the project base-map.

***Deliverable(s):***

- Project basemap – an AutoCAD 2007 file (translated from Microstation XM) displaying existing features with one foot contours, survey control and right-of-way and parcel lines
- An integrated [Land XML-compatible] digital terrain model (DTM)
- IntelliSum viewer and data collected from 3d Multi-Spectral scanning upon request

**2.3. Quality Control**

Quality assurance/quality control reviews will be performed for the surveying, base mapping, and right of way mapping work. The CONSULTANT will designate a Survey Quality Leader for the project who will ensure that proper QA/QC measures were executed and documented for the work done.

**2.4. Optional Support Services**

Additional survey may be needed to deliver this project. They are intended to provide the CITY with flexibility to authorize additional services to be provided by the CONSULTANT beyond those itemized in the other tasks of the SCOPE OF WORK.

Written authorization is required by the CITY PM defining the Scope of Services to be performed and schedule of Fee Compensation for said services prior to the CONSULTANT performing any additional work.

**Assumptions**

The following general assumptions have been made in developing the Scope of Work and Budget for the SE 20<sup>th</sup> Street Non-Motorized Improvements Project. Additional detail has been included in the task descriptions contained in the remainder of the Scope of Work.

1. CONSULTANT'S ability to meet the completion date is contingent upon timely receipt of information from the CITY and others and provided the scope proceeds as outlined and within the timeframe above. The CONSULTANT is not responsible for any project delays that may result from delays in the permitting process.
2. All drawings will be produced using MicroStation 2004® and will be submitted in AutoCAD® format, following City of Sammamish Standards.
3. While at the project site, CONSULTANT is not responsible for the health and safety of others, other than CONSULTANT'S own personnel and is not responsible for those duties that belong to the CITY and/or other entities, and do not relieve the CITY and / or other entity of their obligations, duties, and responsibilities.
4. The CONSULTANT may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY or others.
5. All reports, drawings, specifications, documents, and other deliverables of CONSULTANT, whether in hard copy or in electronic form, are instruments of service

for this PROJECT, whether the PROJECT is completed or not. The CITY agrees to indemnify CONSULTANT and CONSULTANT'S officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

6. CONSULTANT provides only basic traffic control for the control and surveying operations under these tasks. This constitutes survey signs, traffic control devices and cones, flagger (if necessary) and flashing beacons. Additional traffic control will not be needed or required by the CITY. The CITY approves of and grants permission to the CONSULTANT to occupy portions of the traveled roadway prior to the CONSULTANTS field operations.
7. The arrangements and funding for underground utility locating has been accomplished by other tasks and resources outside of this survey scope and budget.
8. Right-of-Way acquisition, including Descriptions and Exhibits (D&E's), is NOT covered or included within this scope of work and budget.
9. The CONSULTANT will provide Parcel Lines for informational purposes only, as Title Report information is not included or provided by the CITY. (Accurate Parcel Lines require current and most recently vested Title Reports.)
10. CONSULTANT will NOT locate the following:
  - Roadway panels
  - Traffic signal loops
  - Buildings or structures outside of the right-of-way except what is necessary for design and picked up by 3d Multi-Spectral LiDAR

## City of Sammamish

## Exhibit D

## SE 20th Street Non-Motorized Improvements: Survey, Task 2

## CH2MHill

Employee or Category	Hrs.	x	Rate	=	Cost
Project Manager	10		\$ 52.68	\$	526.80
Senior Surveyor	10		\$ 60.29	\$	602.90
Task Engineer	40		\$ 47.61	\$	1,904.40
Sr. CAD Technician	6		\$ 33.14	\$	198.84
CAD Tech	20		\$ 28.85	\$	577.00
Senior Survey Technician	20		\$ 41.75	\$	835.00
Lead Survey	76		\$ 36.28	\$	2,757.28
Survey Technician	86		\$ 25.12	\$	2,160.32
Office	8		\$ 26.00	\$	208.00
	<b>Total Hrs.</b>	276		\$	<b>9,770.54</b>
<b>Direct Salary Cost</b>					<b>\$ 9,770.54</b>
<b>Direct Salary Escalation Cost (estimated)</b>					
2009	50.0%		4.0%	\$	-
<b>Total Direct Salary Cost</b>					<b>\$ 9,770.54</b>
<b>Overhead Cost @</b>	140.74% of Direct Labor			\$	<b>13,751.06</b>
<b>Net Fee @</b>	30.0% of Direct Labor			\$	<b>2,931.16</b>
<b>Total Overhead &amp; Net Fee Cost</b>					<b>\$ 16,682.22</b>
<b>Total Direct Salary Cost</b>					<b>\$ 26,452.76</b>
<b>Direct Expenses</b>					
			<b>Cost</b>		
Equipment Rentals, EDM, GPS			\$1,200.00		
Mail/Deliveries/etc.			\$30.00		
Mileage			\$29.25		
Survey Truck			\$340.00		
<b>Total Direct Expenses</b>					<b>\$1,599.25</b>
<b>Sub-Total</b>					<b>\$28,052.01</b>
<b>Optional Support Services</b>					<b>\$6,947.99</b>
<b>Total</b>					<b>\$35,000.00</b>

Exhibit 3

City of Sammamish  
SE 20th Street Non Motorized Improvements

CH2MHill		1	2	3	4	5	6	7	8	9	10	Total
Element	Task Description	Project Manager	Senior Surveyor	Task Engineer	Lead Engineer	Sr. CAD Technician	CAD Tech	Senior Survey Technician	Lead Survey	Survey Technician	Office	CH2M
Raw Rates		\$52.68	\$60.29	\$47.61	\$33.15	\$33.14	\$28.85	\$41.75	\$36.28	\$25.12	\$26.00	
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs
1.0	Project Management											
1.1	Project Management											0
1.3.1.1	Scope, budget, team Management	2										2
1.3.1.4	Monthly Progress Reporting and Invoicing	4									4	8
1.3.1.5	Document Management/close out	2				4					4	10
1.2	Project Coordination	2				2						4
Task 1.0 Total		10	0	0	0	6	0	0	0	0	8	24
2.0	Surveying and Base Mapping											0
2.1	Base Mapping							20				20
2.1.1	Primary Survey Control								18	18		36
2.1.2	Secondary Survey Control								18	18		36
2.1.3	DTG and Mapping								30	30		60
2.1.4	Supplemental Conventional Surveying and Mapping								10	20		30
2.2	Right of Way Mapping											
2.2.1	Research and Calculations			32								32
2.2.2	Mapping						20					20
2.3	Quality Control		10	8								18
Task 2.0 Total		0	10	40	0	0	20	20	76	86	0	252
<b>TOTALS</b>		<b>10</b>	<b>10</b>	<b>40</b>	<b>0</b>	<b>6</b>	<b>20</b>	<b>20</b>	<b>76</b>	<b>86</b>	<b>8</b>	<b>276</b>

Exhibit 3

City of Sammamish  
SE 20th Street Non Motorized Improvements

9/11/2008

Task	CH2M HILL Hours	CH2M Labor	Subcontracts	Sub mark-up (4%)	Expense Total	Overall Total
Project Management	24	\$ 2,527.74	\$ -	\$ -	\$ 59.25	\$ 2,586.99
Surveying and Base Mapping	252	\$ 23,925.02	\$ -	\$ -	\$ 1,540.00	\$ 25,465.02
Optional Support Services						\$ 6,947.99
<b>Total</b>	<b>276</b>	<b>\$ 26,452.76</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,599.25</b>	<b>\$ 35,000.00</b>

<u>Expense Breakdown</u>		<u>Percentage</u>
CH2M expenses	\$ 1,599.25	4.6%
<b>Total</b>	<b>\$ 1,599.25</b>	<b>4.6%</b>



## CITY COUNCIL AGENDA BILL

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**Subject:**

Professional engineering on-call services for drainage engineering and review.

**Meeting Date:** September 16, 2008

**Date Submitted:** September 10, 2008

**Originating Department:** Public Works

**Clearances:****Action Required:**

Authorize the City Manager to execute a contract with J3 Mecum Engineering Incorporated (J3ME), to provide professional engineering services for drainage engineering and review on an on-call basis, in an amount not to exceed \$30,000.

**City Manager**

**Police**

**Public Works**

**Fire**

**Building/Planning**

**Attorney**

**Exhibits:**

1. Agreement for Services
2. Exhibit A – Scope of Services
3. Exhibit D – Schedule of Fee Rates

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**Budgeted Amount:** A budget adjustment to the adopted 2008 General Fund Engineering Services Budget will be required in the amount of \$30,000. The budget adjustment will be revenue neutral, because drainage review permit fees will be collected and will offset the cost of the consultant's time.

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**Summary Statement:**

The Public Works Department has a significant workload for drainage engineering and review. Public Works is asking the Council to authorize the City Manager to sign a contract not to exceed \$30,000 with J3ME Inc. The consultant will perform drainage reviews for the Permit Center. Permits that will be reviewed include: building permits, clear and grade permits and pool/spa permits. This contract will be an on-call contract, so the consultant will only be used as needed. J3ME currently provides similar services for the cities of Bellevue and Newcastle.

**Background:**

The recent hire of a Senior Stormwater Program Engineer was to address larger stormwater program issues like: the NPDES program, basin planning and other related water quality studies like the Pine Lake Management Plan. In order to free up time to complete the larger projects; Public Works is proposing to hire a consultant to assist in some of the building permit reviews. The Senior Stormwater Program Engineer will oversee the consultant reviews to ensure consistency in the application of City standards.

**Financial Impact:**

Most of the consultant costs incurred for on-call drainage review services will be borne by the applicant for whom the review is performed through the collection of permit fees. A budget amendment is required to show both the expenditures and the expected revenues associated with these reviews.

**Recommended Motion:**

**Move to authorize the City Manager to execute a contract with J3 Mecum Engineering Incorporated (J3ME), to provide professional engineering services for drainage engineering and review, on an on-call basis, in an amount not to exceed \$30,000.**

**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES**

Consultant:

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and J3 Mecum Engineering Incorporated, hereinafter referred to as the "Consultant."

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$30,000

Other (describe): \_\_\_\_\_

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2008, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

7. **Insurance.**

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

**Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

**Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

**Other Insurance Provisions**

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

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

**Verification of Coverage**

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

**8. Record Keeping and Reporting.**

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

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

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

**10. Termination.**

**A.** In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

**B.** The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice.

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

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

**E.** The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice with or without cause and in the event that outstanding invoices are not paid within sixty days.

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

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

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

**13. Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant warrants that for 2 years following termination of this contract, no officer, agent or employee of Consultant will enter into any contract or agreement with any entity that is currently engaged in litigation with the City or which is in the future engaged in or has threatened litigation with the City. It

is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

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

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

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

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

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

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

J3 Mecum Engineering  
1375 NW Mall Street, Suite 3  
Issaquah, WA 98027  
Phone number: (425) 313-1078

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

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

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

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

Title: Principal

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

Date: 9/11/18

Attest/Authenticated:

Approved As To Form:

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

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

## EXHIBIT A – SCOPE OF SERVICES

### General Scope of Work

The CONSULTANT agrees to furnish all labor, materials, equipment and supplies to perform the following services:

- 1) Plan checking and design review of development application documents for compliance with CITY requirements:
  - a) Perform review of plans and supporting documents submitted to the CITY in conjunction with development applications for compliance with the CITY Standard Specifications and Details for Public Works Clearing, Grading and Stormwater Management Technical Notebook, ordinances, special project conditions and other adopted criteria indicated by the CITY and made available to the CONSULTANT.
  - b) Provide to the CITY, within two weeks of receipt, plan redlines and written comments, as appropriate to indicate non-conformance items or issues.
  - c) Meet to discuss review comments with CITY representative and/or development proponents as necessary.
  - d) Respond to telephone inquiries from CITY staff, developer's engineer, or others as necessary.
  - e) Review and provide subsequent plan review redlines and written comments, as necessary, to indicate non-conformance items or issues of re-submittals within two weeks of receipt.
  - f) Advise CITY in writing at such time as plans are in compliance with those aspects of the development documents under review by the CONSULTANT.
  - g) Meet with CITY staff periodically to evaluate process and performance of CONSULTANT.
  - h) Provide feedback to CITY staff relative to adequacy, appropriateness, and thoroughness of CITY standard specifications and details.
  - i) Perform other incidental engineering services in connection with plan checking.
- 2) On-call engineering services including, but not limited to, the following services: project definition and scope development; project management; preliminary and final designs for small capital projects; preparation of probable construction and project costs; studies; feasibility analysis'; and development of standards and details. Services shall be completed as per a specific

Task Order approved by the CITY and invoiced in a manner to allow related costs to be identified.

- 3) Upon activation of this contract, an initial meeting will be held to orient the Consultant and officially begin the above described services.

Consultant will be paid on a time and materials basis in accordance with the rates presented in Exhibit D

It is anticipated that the task assignments may vary in scope, complexity and location. Specific scopes of work will be developed as individual task assignments are requested.

#### Authorization of Work

Work requested by the CITY shall be issued in writing. The request by the CITY should include the following information, which may be furnished in coordination with the CONSULTANT:

1. Task Order title (project name)
2. Technical approach to the task (if complex enough to require this)
3. Specific deliverables
4. Schedule with milestones and deliverables
5. Cost/hour estimate
6. Due date of work

All of the above items may be brief, but will be sufficiently detailed to understand the work being authorized and the amount it will cost.

The CITY will review and approve the CONSULTANT'S submittal for any work requested, or at the CITY'S option, negotiate various elements of the work requested prior to authorizing work to begin and issuing a Notice to Proceed. If, after work has begun, the CONSULTANT cannot meet the agreed schedule or cost, the CONSULTANT shall immediately notify the CITY. Authorization of additional time or cost for approved work will be at the sole option of the CITY and will be made in writing. New budgets for any new requests or extensions of previous work will be approved in writing by the CITY prior to beginning new work.

Work may begin when the Notice to Proceed is sent to the CONSULTANT by the CITY, except that emergency actions requiring a 24-hour response can be handled by an oral authorization. Such oral authorization shall be followed up with a written confirmation within 24 hours with the information listed above included.

EXHIBIT B  
City of Sammamish  
Billing Invoice

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

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

Consultant: J3 Mecum Engineering Incorporated

Mailing Address: 1375 NW Mall Street, Suite 3  
Issaquah, WA 98027

Telephone: (425) 313-1078

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

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

Attach itemized description of services provided.

Specific Program: \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

*For Department Use Only*

-----  
BUDGET SUMMARY

Total contract amount	
Previous payments	
Current request	
Balance remaining	

<b>Authorization to Pay: \$</b>
Account Number:
Date:
Approval:

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

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

EXHIBIT C  
CITY OF SAMMAMISH  
486 228<sup>th</sup> Avenue NE  
Sammamish, WA 98074  
Phone: (425) 898-0660  
FAX: (425) 898-0669

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation                       Partnership                       Government Consultant  
 Individual/Proprietor               Other (explain)

TIN No.: 205402055

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

Print Name: Jerrit Jolma

Title: Principal

Business Name: J3 Mecum Engineering Incorporated

Business Address: 1375 NW Mall Street, Suite 3  
Issaquah, WA 98027

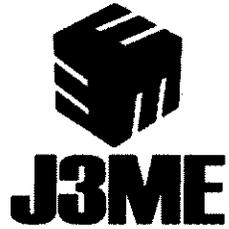
Business Phone: (425) 313-1078

9/11/08  
Date

  
Authorized Signature (Required)

EXHIBIT "D"

**Attached schedule of billing rates for J3ME**



**2008 Hourly Rate Schedule**

Professional Engineer.....	\$ 125.00
Planner.....	\$ 95.00
Designer.....	\$ 100.00
CAD Technician.....	\$ 90.00
Engineer.....	\$ 85.00
Drafter.....	\$ 80.00
Project Coordinator.....	\$ 75.00
Erosion Control Inspection.....	\$ 60.00
Water Quality Test (ea).....	\$ 45.00

Reimbursable and project related costs such as sub-consultants, travel, printing, per diem, and equipment rental will be billed at cost plus 10%. Project related mileage will be billed at the rate set by the United States Internal Revenue Service, currently \$ 0.585 per mile.



## CITY COUNCIL AGENDA BILL

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**Subject:**  
Contract for Performance Journeys to provide  
Customer Services Training

**Meeting Date:** September 16, 2008

**Date Submitted:** September 10, 2008

**Originating Department:** Administrative Services

**Action Required:**  
Approval of Contract with Performance Journeys to  
provide Customer Services Training

**Clearances:**

<input checked="" type="checkbox"/> <b>City Manager</b>	<input type="checkbox"/> <b>Police</b>
<input type="checkbox"/> <b>Public Works</b>	<input type="checkbox"/> <b>Fire</b>
<input type="checkbox"/> <b>Building/Planning</b>	<input checked="" type="checkbox"/> <b>Attorney</b>

**Exhibits:**  
Contract with Performance Journeys

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**Budgeted Amount:** \$20,000

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**Summary Statement:**

This is a contract with Performance Journeys to provide Customer Services Training for all Full-Time City Employees.

**Background:**

Providing excellent customer service is one of City Staff's and the City Council's highest priorities. Performance Journeys has worked with a number of public and private organizations to develop high quality customer services programs.

**Financial Impact:**

\$15,200

**Recommended Motion:**

Move to approve the contract for \$15,200 with Performance Journeys to provide Customer Services Training.

**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 Performance Journeys, 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 \$15,200. 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 December 31, 2008.
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. **Professional Liability Insurance.** Appropriate to the Consultant's profession.
7. **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.
8. **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.

Exhibit 1

9. **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.

10. **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

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

DATE: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Social Security No. or Tax Identification No. \_\_\_\_\_

CITY OF SAMMAMISH, WASHINGTON

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

City Manager

DATE: \_\_\_\_\_

Attest/Authenticated:

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

Approved as to form:

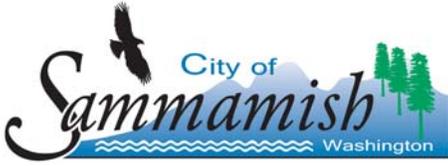
\_\_\_\_\_  
City Attorney

**EXHIBIT A**Scope of Services to be Provided by Contractor**CONTRACTUAL OVERVIEW**

<b>PHASE: ACTIVITY</b>	<b>DELIVERABLES</b>	<b>DATE &amp; TIME</b>	<b>PRICE</b>	<b>PAYABLE</b>
<b>Pre-Work Planning Phase</b>	<ul style="list-style-type: none"> <li>Senior Staff Meeting outlining issues, concerns &amp; ideas relative to customer service.</li> </ul>	Tuesday, September 16 <sup>th</sup> in the Morning	\$2200 to include meeting and conference call prior	Payable upon Arrival to Meeting
<b>Phase 1: Citywide Customer Service Training</b>	<ul style="list-style-type: none"> <li>Three ½ day workshops for up to 25 participants each.</li> </ul>	Two sessions on Wednesday October 15 <sup>th</sup> ; One session on Thursday October 16 <sup>th</sup> in the morning	<b>\$6500</b> to include: 3 Workshops Program materials, transportation & expenses	Payable due prior to October 1 <sup>s</sup>
<b>Phase 2: Organization-wide Development of the Norms</b>	<ul style="list-style-type: none"> <li>Compiled results from Phase 1.</li> <li>Suggestions and recommendations for sharing &amp; compiling citywide.</li> <li>Completed report &amp; recommendation to the city manager.</li> </ul>	Thursday, October 30 <sup>th</sup> in the Morning	<b>\$2500</b> to include travel to meet with key leaders and with the city manager.	Payable upon conclusion of meeting with leadership , October 30th
<b>Phase 3: Implementation and On-going Efforts</b> December 2008/09	<ul style="list-style-type: none"> <li>Coaching support in selecting internal trainers.</li> <li>Completed Agenda, Leader Guide, Power Point, &amp;</li> </ul>	Wednesday December 10 <sup>th</sup> and Thursday December 11 <sup>th</sup> during the day from 9-4	<b>\$4000</b> to include: Train-The-Trainer Materials Two-day Train the Trainer Event Personal Travel	Payable upon completion of the last day of Train the Trainer event, December 11 <sup>th</sup> .

Exhibit 1

	Workbook Materials. <ul style="list-style-type: none"><li>• Keys to Training Excellence Guide</li><li>• Two-day train-the-trainer workshop.</li></ul>		Costs	
<b>Total</b>			<b>\$15,200</b>	



## CITY COUNCIL AGENDA BILL

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**Subject:**

Pine Lake Park Phase II Picnic Shelter Replacement  
(Phase IIA) – Final Project Acceptance

**Meeting Date:** Sept 16, 2008

**Date Submitted:** September 11, 2008

**Originating Department:** Parks and Recreation

**Clearances:****Action Required:**

Accept construction of the Pine Lake Park Phase II  
Picnic Shelter Replacement Project (Phase IIA)  
Daneko Construction as complete.

**City Manager**

**Police**

**Public Works**

**Fire**

**Building/Planning**

**Attorney**

**Exhibits:**

1. Resolution

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**Budgeted Amount:** NA

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**Summary Statement:**

Daneko Construction was selected to complete the Picnic Shelter Replacement Project at Pine Lake Park (Phase IIA). The contract included construction of three picnic shelters (one large and two small) and construction of rain gardens adjacent to each shelter to address water runoff.

All work on the picnic shelter replacement project has been successfully completed; a final inspection has been held and the contractor has completed the final punch list of deficiencies. Acceptance by City Council is necessary before the Department of Revenue is asked to close the project so that the contractor's retainage may be released.

**Background:**

The contract for the Pine Lake Park Phase II Picnic Shelter Replacement Project (Phase IIA) was awarded by City Council on April 1, 2008 to Danneko Construction in the amount of \$227,265.00. Two Change Orders were issued in the amount of \$4,422.40 for unforeseen work items. The project has been successfully completed and City staff are ready to closeout the project.

**Financial Impact:**

None.

**Recommended Motion:**

Approve resolution for acceptance of the construction of the Pine Lake Park Phase II Picnic Shelter Replacement Project (Phase IIA) by Danneko Construction.

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2008-\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ACCEPTING THE PINE LAKE PARK PHASE II  
PICNIC SHELTER REPLACEMENT PROJECT AS COMPLETE**

WHEREAS, at the Regular Council meeting of April 1, 2008, the City Council authorized the City Manager to enter into a contract with the lowest bidder for the Pine Lake Park Phase II Picnic Shelter Replacement Project; and

WHEREAS, the City Manager entered into a contract with Danneko Construction, on April 2, 2008; and

WHEREAS, the project was substantially completed by the contractor on August 29, 2008;

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

Section 1. Acceptance of the Pine Lake Park Phase II Picnic Shelter Replacement Project as Complete. The City of Sammamish hereby accepts the Pine Lake Park Phase II Picnic Shelter Replacement Project as complete.

Section 2. Authorization of Contract Closure Process. The City of Sammamish Director of Parks and Recreation is hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, the Department of Labor and Industries and the Department of Employment Security.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Lee Felling

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk: September 10, 2008

Passed by the City Council:

Resolution No.: R2008-\_\_\_\_\_



# *STUDY SESSION NOTES*

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## **Study Session July 8, 2008**

Mayor Lee Felling opened the Joint Meeting/study session of the Sammamish City Council at 6:30 pm.

### **Public Comment**

### **Topics**

- **Six Year Transportation Improvement Program**
- **Sammamish Landing Master Plan: Early Implementation Discussion**
- **Parks Bond (60 minutes)**

### **Council Reports**

### **City Manager Report**

**Close Study Session**

**9:25 pm**

COUNCIL  MINUTES

**Special Meeting  
July 21, 2008**

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

**Councilmembers present:** Mayor Lee Felling, Deputy Mayor Don Gerend, Councilmembers Jack Barry, Mark Cross, Kathleen Huckabay and Michele Petitti.

**MOTION:** Deputy Mayor Gerend moved to excuse Councilmember Nancy Whitten. Councilmember Cross seconded. Motion carried unanimously 6-0.

**Staff present:** City Manager Ben Yazici, Deputy City Manager Pete Butkus, Public Works Director John Cunningham, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

**Roll Call/Pledge**

Roll was called. Councilmember Petitti led the pledge.

**Public Comment**

Kristin Pitt, She spoke in favor of the Parks Bond. She is the President of the Board for the Boys and Girls club and she asked for support for the joint effort between the City and the Boys & Girls Club to develop a Teen Center.

Hank Klein, Spoke on behalf of Eastlake Lacrosse club. He read a statement of support for the Parks Bond into the record.

**Approval of Agenda**

**MOTION:** Councilmember Huckabay moved to approve the agenda. Deputy Mayor Gerend seconded. Motion carried unanimously 6-0.

**Proclamations/Presentations**

- Mrs. Washington Marikay Coyer – Mayor Felling made the presentation.
- Update: Lower Sammamish Commons Site Plan – Parks and Recreation (*PowerPoint presentation available on the city website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us).*)

**Consent Calendar**

**Bid Award: Pine Lake Park Project Phase 2/Ohno Construction**

**Amendment: Pine Lake Park Project Phase 2 Design/Barker**

**Approval: Minutes for May 20, 2008 Regular Meeting**

**Approval: Minutes for June 17, 2008 Regular Meeting**

**MOTION: Councilmember Petitti moved to approve consent calendar. Deputy Mayor Gerend seconded. Motion carried unanimously 6-0.**

**Unfinished Business**

**Ordinance: Second Reading Providing For The Submission To The Voters Of The City At A Special Election To Be Held In Conjunction With The State General Election On November 4, 2008, Of A Proposition Authorizing The City To Issue Its General Obligation Bonds, For The Purpose Of Paying A Part Of The Cost Of The Acquisition, Development, Construction And Improvement Of Park, Recreation And Athletic Facilities, In The Principal Amount Of No More Than \$19,000,000, Payable By Annual Property Tax Levies To Be Made In Excess Of Regular Property Tax Levies, As More Particularly Set Forth Herein.**

**MOTION: Councilmember Huckabay moved to approve the ordinance. Councilmember Petitti seconded. Motion carried unanimously 6-0 (O2008-234).**

**Ordinance: Second Reading Relating To Regular Property Taxes; Providing For The Submission To The Qualified Electors Of The City At A Special Election Held In Conjunction With The State General Election On November 4, 2008, Of A Proposition Authorizing The City To Levy Regular Property Taxes In Excess Of The Limitations Of Ch. 84.55 RCW; Setting Forth The Text Of The Ballot Proposition; Directing Proper City Officials To Take Necessary Actions; And Providing For Other Properly Related Matters.**

**MOTION: Deputy Mayor Gerend moved to approve the ordinance. Councilmember Huckabay seconded. Motion carried unanimously 6-0 (O2008-235).**

Parks and Recreation Director Jessi Richardson explained that the Boys and Girls Club is committed to building a new gym at the old King County Library site.

Councilmember Barry expressed support for the bond and levy but cautioned that it will be critical to inform voters about the necessity for this funding request.

Alice explained the wording of the propositions. There was concern over whether or not the title of Proposition 2 is explanatory enough. The City Attorney will re-work the title of Prop 2 to add the word "program".

**New Business****Authorization: Explanatory Statement for Proposition 1**

Motion: Deputy Mayor Gerend moved to approve the Explanatory Statement for Proposition 1. Councilmember Huckabay seconded. Motion carried unanimously 6-0.

**Authorization: Explanatory Statement for Proposition 2**

Motion: Deputy Mayor Gerend moved to approve the Explanatory Statement for Proposition 2. Councilmember Petitti seconded. Motion carried unanimously 6-0.

**Appointment of Members to Voters Pamphlet Committee to prepare the argument supporting Propositions 1 and 2**

Motion: Deputy Mayor moved to appoint Hank Klein to the Voters Pamphlet Committee to prepare the argument in support of Propositions 1 and 2. Councilmember Huckabay seconded. Motion carried unanimously 6-0.

**Authorization: City Manager to advertise for and appoint Members to the Voters Pamphlet Committee to prepare the argument against Propositions 1 and 2.**

Motion: Deputy Mayor Gerend moved to authorize the City Manager to advertise for and appointment no more than three (if any) of the City's voters to serve on the Voter Pamphlet committee to prepare the argument against Propositions 1 and 2. Councilmember Huckabay seconded. Motion carried unanimously 6-0.

**Contract: Freed House Move Architectural Services/BOLA**

Ms. Richardson gave the staff report. This is a budgeted item.

Motion: Councilmember Petitti moved to authorize the City Manager to sign the contract for Freed House Architectural Services with BOLA in an amount not to exceed \$25,000. Councilmember Huckabay seconded. Motion carried unanimously 6-0.

**Contract: Emergency AM Radio**

Deputy City Manager Pete Butkus gave the staff report. The additional funds for this project will come from the City Manager's budget and will not affect the General Fund. There were several items that have caused the cost overruns. The system should be operational before the end of November 2008.

Motion: Councilmember Cross moved to authorize the City Manager to sign the contract for purchase, installation and licensing of an Emergency AM Radio system with Information Station Specialists, Inc in an amount not to exceed \$103,809.90 and direct the City Manager to provide a budget amendment in the amount of \$22,810 for the 2008 Budget for this line item to cover the

cost of the radio and necessary site preparation. Deputy Mayor Gerend seconded. Motion carried unanimously 6-0.

**Council Reports**

Councilmember Barry recognized Ms. Richardson for the great job she and her staff have done on the building of the dog park at Beaver Lake Park. He also invited the Councilmembers to attend a fundraiser for the Chris Elliot Foundation. He attended the Eastside Fire & Rescue Budget Study Session last week. There will be an overall 5% reduction in their budget for next year. They Board will be voting on the budget at the next meeting.

Deputy Mayor Gerend attended a WRIA 8 meeting.

Councilmember Huckabay attended the Regional Transit meeting.

**Executive Session** – Personnel pursuant RCW 42.30.110(1)(g) and Potential Litigation pursuant to RCW 42.30.110(1)(i)

Council retired to Executive Session at 8:30 pm and returned to Open session at 10:00 pm.

Mayor Lee Felling read a letter regarding Mr. Yazici's Performance Review. *(Copy of the letter is available upon request.)* No other action was taken.

Meeting adjourned at 10:10 pm

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Melanie Anderson, City Clerk

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Lee Felling, Mayor

**COUNCIL**  **MINUTES**

**Regular Meeting**  
**September 2, 2008**

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

**Councilmembers present:** Mayor Lee Felling, Deputy Mayor Don Gerend, Councilmembers Jack Barry, Michele Petitti and Nancy Whitten.

Councilmember absent: Councilmember Kathleen Huckabay.

**MOTION:** Deputy Mayor Gerend moved to excuse Councilmember Huckabay. Councilmember Cross seconded. Motion carried unanimously 6-0.

**Staff present:** City Manager Ben Yazici, Deputy City Manager Pete Butkus, Public Works Director John Cunningham, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

**Roll Call/Pledge**

Roll was called. A member of Scout Troup #571 led the pledge.

**Public Comment**

John James, Representing the Sammamish Chamber of Commerce, He spoke in favor of the Parks Bond and Levy Lid Lift proposals which will be on the ballot in November. He passed out a resolution the Chamber passed supporting these measures. (A copy is available upon request of the City Clerk). He also reported that the Chamber has hired a full time Executive Director, Deb Sogee

Jim Osgood, 19661 SE 24<sup>th</sup> Way, He presented written comment to the City Council explaining that he feels his property is being unfairly impacted by the city regulations for Erosion Hazards Near a Sensitive Area no disturbance zone.

Susan Richardson, 19661 SE 24<sup>th</sup> Way, She explained that they did not offer any public comments regarding the Erosion Hazards No Disturbance Zones because they were not aware that changes were being planned for these regulations, even though they participated in two pre-application meetings to develop their property.

Eric Franklin, 1602 223<sup>rd</sup> Avenue SE, Spoke in favor of the proposed sidewalk project on SE 20<sup>th</sup> Street. A sidewalk along this street would greatly improve the walkability of the area.

Mike Bell, 22423 SE 20<sup>th</sup> Street, He also spoke in favor of the SE 20<sup>th</sup> Street sidewalk project. He was surprised that the design contract had been withdrawn from tonight's agenda.

Saleel Sathe, 24336 E Main Dr., He expressed concern that the City is still considering a roundabout for the 244<sup>th</sup> Street project. He will have some of his land taken, even though the current design for the roundabout is smaller. He is still requesting the City to provide alternatives other than a roundabout. He also requested some method for input for those who will be unable to attend the next open house.

Manoj Gupta, 103 245<sup>th</sup> Place SE, He echoed the concerns of the first speaker regarding the roundabout on 244<sup>th</sup> Street. He noted that staff is working on alternatives to the roundabout but he was concerned this information would not be available at the open house. He has five concerns about the proposed roundabout (1) the taking of land for roundabout, (2) loss of trees at the intersection, (3) safety, (4) cost and (5) traffic calming is not really that necessary at this intersection.

Prateek Jetly, 102 243<sup>rd</sup> Place SE, He also expressed concern about the roundabout on 244<sup>th</sup>. He is requesting an alternative to the roundabout that would not require the taking of surrounding properties.

Gail Twelves, She offered comments regarding the proposed Low Impact Development Ordinances. She is still opposed to using a points system to incentivize LID. She believes the Council should make LID mandatory.

Dave Bradley, 22209 SE 20<sup>th</sup> Street, He thanked the Council for the SE 20<sup>th</sup> Street project.

Cory Brandt, 22408 SE 20<sup>th</sup>, He thanked the Council for the SE 20<sup>th</sup> Street project and recommended that they city put a new sewer system in at the same time.

### **Approval of Agenda**

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

### **Proclamations/Presentations**

- **Quarterly Reports**
  - ✓ **Administrative Services** – Director of Administrative Services Director Mike Sauerwein gave the quarterly report.
  - ✓ **Community Development** - Director of Community Development Kamuron Gurol gave the staff report. *(PowerPoint available on the city's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us).)*

### **Consent Calendar**

**Payroll for pay period ending July 31, 2008 for pay date August 5, 2008 in the amount of \$252,713.22.**

**Payroll for pay period ending August 15, 2008 for pay date August 20, 2008 in the amount of \$241,165.12**

**Approval: Claims for period ending August 5, 2008 for Check No. 21327 through Check No. 21490 in the amount of \$1,823,382.81.**

**Approval: Claims for period ending August 19, 2008 for Check No.21491 through Check No.21601 in the amount of \$1,199,192.86.**

**Approval: Claims for period ending September 2, 2008 for Check No. 21602 through Check No.21698 in the amount of \$749,706.62.**

**Resolution: Ratifying Amendments to the King County Wide Planning Policies**

**Resolution: Final Acceptance Sammamish Commons Pergola Remodel**

**Contract: Sammamish Commons Architectural Services/Site Workshop**

**Contract: Sammamish Commons Topographical and Utility Survey**

**Contract: Sween House Architectural Services/Johnston Architects**

**Contract: Evans Creek Preserve Site and Boundary Survey/PACE**

**Amendment: Pine Lake Park Project/Danneko**

**Amendment: Town Center/Makers**

**Amendment: 244<sup>th</sup> Avenue SE Project/Lochner**

**Approval: Notes for June 10, 2008 Study Session**

**Approval: Notes for June 12, 2008 Financial Retreat**

**Approval: Minutes for July 15 Special Meeting/Study Session**

**Approval: Notes for August 18, 2008 Special Meeting**

**MOTION: Deputy Mayor Gerend moved to approve consent calendar. Councilmember Cross seconded. Motion carried unanimously 6-0.**

**Unfinished Business - None**

**New Business**

**Interlocal: Land Transfer/City of Redmond**

Parks and Recreation Director Jessi Richardson gave the staff report. The City of Redmond is transferring parcels that adjoin Sammamish Landing Waterfront Park. The agreement calls for development of a park within ten years. If development does not occur within the 10 years the property does revert to the City of Redmond. The first phase of the funding for development would be provided by the passage of the Parks Bond. The transfer is fairly straightforward with only some grant funding that needs to be transferred.

**MOTION:** Councilmember Whitten moved to authorize the City Manager to sign the interlocal agreement. Councilmember Petitti seconded. Motion carried unanimously 6-0.

**Council Reports**

Councilmember Petitti urged her fellow Councilmembers to attend the Suburban Cities Dinner on September 17. King County Executive Ron Sims will be the guest speaker.

Councilmember Whitten would like to have a discussion on safety requirements for the Skate Park.

Deputy Mayor Gerend attended the Puget Sound Regional Council 520 Tolling Committee meeting. He also attended the Kokanee Working Group meeting. He attended the High Speed Internet and Deployment Work Group sponsored by the state. He attended the Mayor's Soccer Tournament at Skyline High School while Mayor Felling was out of town.

Councilmember Cross also attended the 520 Tolling meeting.

**City Manager Report**

244<sup>th</sup> Avenue Project – City has received their permit from the Department of Ecology. The City is applying for a \$3 million Transportation Improvement Board grant. We must wait to see if that grant is received before going out to bid on the project. This will also allow more time to work with the neighbors on solving the roundabout issue. Public Works Director John Cunningham gave an update on the roundabout design. The current design calls for very little property acquisition.

248<sup>th</sup> Avenue SE – Part of 248<sup>th</sup> is a private road, surrounded on both sides by a public road. The owners of the private road have requested the city to take over the private road. Staff has been researching the right of way issues involved in taking over this road. Each owner has a stipulation in their deeds which says they can turn the road over if the City requests it. It does require council approval. Staff is currently requesting bids to improve this section of private road. Hopefully the paving will be completed by October. Mr. Cunningham explained that there will not be sidewalks along this street until the adjoining properties develop. Developers will be required to install the full curb, gutter and sidewalk. Storm drainage issues will be dealt with later.

**MOTION:** Councilmember Whitten moved to have Council formally request that the property owners along 248<sup>th</sup> Avenue SE dedicate their easements to the City for Public Roadway and utility purposes, as provided for in the language of the easement itself. Councilmember Petitti seconded. Motion carried unanimously 6-0.

**MOTION:** Deputy Mayor Gerend moved that Council accept the dedications and authorize Staff to record the deeds upon signature by the property owners. Councilmember Petitti seconded. Motion carried unanimously 6-0.

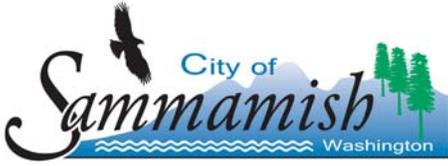
Meeting adjourned at 9:15 pm

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Melonie Anderson, City Clerk

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Lee Felling, Mayor



## CITY COUNCIL AGENDA BILL

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**Subject:****Low Impact Development Chapter**

A proposed ordinance to promote the use of Low Impact Development in the City of Sammamish

**Meeting Date:** September 16, 2008

**Date Submitted:** August 29, 2008

**Originating Department:** Community Development

**Clearances:****Action Required:**

Second Reading and Continued Public Hearing

**City Manager**                       **Police**

**Public Works**                       **Fire**

**Building/Planning**                       **Attorney**

**Exhibits:**

1. Draft Ordinance
2. Draft SvR Design Company - Proposed Amendments to Original Ordinance (attachment to Ordinance)
3. SvR Design Company Memorandum to City Council
4. SvR Design Company Point System Matrix
5. Planning Commission Recommendation Memo
6. SEPA Determination
7. Rena Brady Comment Letter

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**Budgeted Amount:** N/A – Legislative Approval

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**Summary Statement:**

The revised proposed ordinance will promote the use of Low Impact Development for development throughout the City. The LID ordinance is voluntary, incentive-based, and will apply Citywide. The ordinance generally promotes the use of comprehensive low impact development, but also provides for incentives for the use of preferred stormwater management techniques.

**Background:**

Following the City Council's first reading of the draft Low Impact Development ordinance (February 5, 2008), the City Council directed staff to retain SvR Design

Company to review the proposed ordinance and provide comments. SvR Design Company has provided a Review Memorandum dated August 26, 2008, a revised Draft Code Amendment, and a “Point System” matrix providing a relative comparison between proposed Low Impact Development designs and incentives.

**Recommended Motion:**

City staff recommends that the City Council continue the public hearing and hear remaining public testimony.

Following the close of the public hearing, City staff recommends that the City Council schedule time for deliberation and adoption of the proposed LID ordinance as modified by SvR Design Company.

**CITY OF SAMMAMISH  
WASHINGTON**

**ORDINANCE NO. O2008 - \_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING  
THE CITY OF SAMMAMISH MUNICIPAL CODE TO CREATE A LOW IMPACT  
DEVELOPMENT CHAPTER, AND AMENDING CERTAIN OTHER CHAPTERS  
OF THE CITY OF SAMMAMISH MUNICIPAL CODE TO ENSURE  
CONSISTENCY WITH THE LOW IMPACT DEVELOPMENT CHAPTER**

WHEREAS, the City Council adopted the City's Comprehensive Plan on September 16, 2003; and

WHEREAS, the Growth Management Act ("GMA"), Chapter 36.70A RCW, authorizes amendments or revisions of a comprehensive plan to be made annually and allows more frequent amendments to the capital facilities element of a comprehensive plan that occur concurrently with the adoption or amendment of a city budget; and

WHEREAS, pursuant to RCW 36.70A.020, the City is required to plan under the adopted GMA goals adopted to guide the development and adoption of comprehensive plans and development regulations; and

WHEREAS, the City Council adopted the City of Sammamish Municipal Code on December 2, 2003; and

WHEREAS, the City of Sammamish is home to environmentally sensitive areas. Three of the six 303(d) lakes in the County are in Sammamish: Lake Sammamish, Pine Lake and Beaver Lake. Pine Lake, Beaver Lake, and Laughing Jacobs Lake in the City and Allen, Mystic and Yellow lakes in nearby unincorporated King County all drain into Lake Sammamish; along with many wetlands, streams and creeks; and

WHEREAS, the drinking water supply for the entire north end of the City of Sammamish, served by the Northeast Sammamish Water and Sewer District, obtains its entire water supply from aquifers. Much of the water supply from the Sammamish Water and Sewer District in the south half of the City comes from aquifers; and

WHEREAS, the City of Sammamish contains one of the remaining spawning creeks (Ebright Creek) for the kokanee salmon and the kokanee have been petitioned to become a threatened species under the US Endangered Species Act (ESA). Chinook and chum salmon and bull trout are listed as threatened under the ESA and scientists have cited loss of habitat due to development and stormwater runoff as factors that have contributed to their population declines;

WHEREAS, new stormwater management tools, including Low Impact Development can address a number of critical environmental issues facing Puget Sound. The Washington Department of Ecology estimates about one-third of polluted waters on the section 303(d) list are degraded because of stormwater runoff; and

WHEREAS, complementary preferred stormwater management techniques are a critical element of Low Impact Development (LID). In higher density settings, comprehensive application of LID practices is necessary to reduce the hydrologic changes and pollutant loads to surface and ground waters. Initial research modeling experimental, medium density, residential LID designs indicates that pre-development hydrologic conditions may be approximated on soils with low infiltration rates when using a full suite of LID practices and 40 to 50% open space protection. In this difficult type of development scenario it is essential to apply a full complement of LID practices. Soil enhancement, bioretention, open conveyance, dispersion to open space, minimal excavation foundation systems, aggregate storage under paving and roof water harvesting techniques must be integrated into the design to minimize hydrologic impacts; and

WHEREAS, the Council intends to adopt an updated King County Stormwater Design Manual to comply with Department of Ecology National Pollution Discharge Elimination System (NPDES) permit requirements. The King County Stormwater Design Manual includes Low Impact Development requirements for small site residential development; and

WHEREAS, the Council wishes to provide a voluntary, incentive-based option for large residential developments to incorporate preferred stormwater management techniques or to incorporate Low Impact Development into the development design; and

WHEREAS, an environmental review of the proposed Sammamish Municipal Code amendments has been conducted in accordance with the requirements of the State Environmental Policy Act (SEPA), and a SEPA threshold determination of non-significance and notice of adoption was issued on November 7, 2007 and sent to state agencies and interested parties; and

WHEREAS, in accordance with WAC 365-195-620, a notice of intent to adopt the proposed Sammamish Municipal Code Plan amendments was sent to the Washington State Department of Community, Trade and Economic Development on August 28, 2007 to allow for a 60 day review and comment period; and

WHEREAS, the public process for the proposed amendments has provided for early and continuous public participation; and

WHEREAS, the Planning Commission considered the proposed amendments to the Sammamish Municipal Code Plan at public hearing sessions beginning on June 28, 2007 and continuing to July 12, 2007;

WHEREAS, the Planning Commission has considered the public comment received and other information presented and voted to recommend to the City Council adoption of the proposed amendments; and

WHEREAS, the City Council has considered the recommended amendments to the Sammamish Municipal Code; and

WHEREAS, the City Council has considered the goals of the GMA as set forth in RCW 36.70A.020 and the amendments attached to this ordinance reflect the City's balancing of the public interests under the planning goals of the GMA.

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

**Section 1. Amendments to the City of Sammamish Municipal Code Adopted.** The amendments to the City of Sammamish Municipal Code, as set forth in Attachments "A" to this ordinance, are hereby adopted.

**Section 2. Interpretation.** The City Council authorizes the applicable director to administratively interpret these provisions as necessary to implement the intent of the City Council.

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

**Section 4. Effective Date.** This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_ DAY OF SEPTEMBER, 2008.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Lee Felling

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk:      January 29, 2008  
Public Hearing:                      February 5, 2008  
First Reading:                      February 5, 2008  
Public Hearing                        September 16, 2008  
Passed by the City Council:  
Date of Publication:  
Effective Date:

**Proposed Sammamish Municipal Code Amendments:**  
*Low Impact Development Code Amendments*

**Amendment List:**

- SMC 19.15.370 - Definition of Short Subdivision
- SMC 19.15.390 - Definition of Subdivision
- SMC 21A.15.XXX - Definition of Bio-retention (*New Section*)
- SMC 21A.15.XXX - Definition of Low Impact Development (*New Section*)
- SMC 21A.25.030 - Density and Dimension – Residential zones (*Added cross reference to LID chapter*)
- SMC 21A.25.040 - Density and Dimension – Commercial zones (*Added cross reference to LID chapter*)
- SMC 21A.25.080 - Calculations – Site area used for base density and maximum density floor area calculations (*Revised for correct terminology, added cross reference to LID chapter*)
- SMC 21A.30.020 - Lot segregations – Zero lot line development. (*Revised to for incentive, added cross reference to LID chapter*)
- SMC 21A.30.140 - On-site recreation – Space required (*Added cross reference to LID chapter*)
- SMC 21A.30.160 - On-site recreation – Play areas required (*Added cross reference to LID chapter*)
- SMC 21A.85.050 - Low Impact Development - Introduction (*New Section*)
- SMC 21A.85.010 - Intent and Goals (*New Section*)
- SMC 21A.85.020 - Applicability (*New Section*)
- SMC 21A.85.030 - Full Low Impact Development Design (*New Section*)
- SMC 21A.85.040 - General Low Impact Development LID Approaches and Standards (*New Section*)
- SMC 21A.85.050 - Residential Low Impact Development LID Approaches and Standards (*New Section*)
- SMC 21A.85.060 - Non-Residential Low Impact Development LID Approaches and Standards (*New Section*)
- SMC 21A.85.070 - Low Impact Development Incentives (*New Section*)
- SMC 21A.85.080 - Review Process (*New Section*)

**19.15.370 Short subdivision**

“Short subdivision” means the administrative approval of the division or redivision of land into four or fewer lots for the purpose of sale or transfer of ownership pursuant to Chapter [19.35 SMC](#), or for nine or fewer lots only when full Low Impact Design is utilized pursuant to Chapter 21A.85. A short subdivision also may include any number of tracts for ingress, egress, utilities, open space preservation, or other approved public purpose.

**19.15.390 Subdivision.**

“Subdivision” is the division or redivision of land into two or more lots for the purpose of sale, lease, or transfer of ownership, except as provided by the short subdivision of two to four lots or of one to nine lots when utilizing full Low Impact Development design pursuant to Chapter 21A.85.

**SMC 21A.15.XXX Bioretention.** Excavated or otherwise formed depressions in the landscape that provide for storage, treatment, and infiltration of stormwater runoff.

**SMC 21A.15.XXX Low Impact Development.** Low impact development (LID) is a land development strategy applied at the parcel and subdivision scale that emphasizes minimizing soil disturbance, conserving on-site natural features, adding vegetation; using pervious surfaces, minimizing impervious surfaces, and integrating all of these elements with engineered, small-scale hydrologic controls in order to mimic pre-development hydrologic functions.

**SMC 21A.25.030 – Densities and Dimensions – Residential zones**

		RESIDENTIAL					
		URBAN RESIDENTIAL					
STANDARDS		R-1(15)	R-4	R-6	R-8	R-12	R-18
Maximum Density: Dwelling Unit/Acre (13)		1	4 du/ac (6)	6 du/ac	8 du/ac	12 du/ac	18 du/ac
Minimum Density (2)					85% (11) (16)	80% (16)	75% (16)
Minimum Lot Width		35 ft (7)	30 ft	30 ft	30 ft	30 ft	30 ft
Minimum Street Setback		20 ft (7)	10 ft (8)	10 ft (8)	10 ft (8)	10 ft (8)	10 ft (8)
Minimum Interior Setback (3)(14)		5 ft (7)	7 ft (1)	5 ft	5 ft	5 ft (9)	5 ft (9)
Base Height (4) (17)		35 ft	35 ft	35 ft 45 ft (12)	35 ft 45 ft (12)	60 ft	60 ft 80 ft (12)
Maximum Impervious Surface: Percentage (5)		30% (10)	55%	70%	75%	85%	85%

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17. Subject to the increase in maximum height permitted pursuant to SMC 21A.85.070 – Preferred Low Impact Development Incentives.

**SMC 21A.25.040 – Densities and Dimensions – Commercial zones**

	Z O N E S	COMMERCIAL		
		NEIGHBORHOOD BUSINESS	COMMUNITY BUSINESS	OFFICE
STANDARDS		NB	CB	O
Maximum Density DU/Acre		8 du/ac (1)	18 du/ac (1)	18 du/ac (1)
Minimum Lot Area				
Maximum Lot Depth/Width Ratio			10 ft (8)	10 ft (8)
Minimum Street Setback		10 ft (3)	10 ft (3)	10 ft
Minimum Interior Setback		20 ft (5)	20 ft (5)	20 ft (5)
Base Height (8) (9)		35 ft 45 ft (4)	35 ft 60 ft (4)	45 ft 60 ft (4)
Maximum Floor/Lot Ratio: Square Feet		1/1 (7)	1.5/1 (7)	2.5/1 (7)
Maximum Impervious Surface: Percentage (9)		85%	85%	75%

...

9. Subject to the increase in maximum height permitted pursuant to SMC 21A.85.070 – Preferred Low Impact Development Incentives.

**21A.25.080 Calculations – Site area used for base density and maximum density floor area calculations.**

1. All site areas may be used in the calculation of base and maximum allowed residential density or project floor area, except as outlined under subsection (2) of this section.
2. Submerged lands, landslide hazard areas and buffers, Category I-IV wetlands and buffers, Type S, F, Np, and Ns streams and buffers, and property to be used as a public or private street or alley, shall not be included in the site area used for base and maximum density or floor area calculations unless:
  - (a) The site has accumulated sufficient Technique points pursuant to SMC 21A.85.070 – Preferred Low Impact Development Incentives to allow for inclusion of such areas as set forth in that section; or
  - (b) The site meets the tree retention incentives of SMC 21A.35.220(2), in which case, 10 percent of the critical areas and critical area buffers identified above may be included in the site area used for calculating base and maximum density or floor area.

**21A.30.020 Lot segregations – Zero lot line development.**

In any R zone or in the NB zone on property designated commercial outside of center in the urban area, interior setbacks may be modified during subdivision or short subdivision review as follows:

1. If a building is proposed to be located within a normally required interior setback in the NB zone:
  - (a) An easement shall be provided on the abutting lot of the subdivision that is wide enough to ensure a 10-foot separation between the walls of structures on adjoining lots, except as provided for common wall construction;
  - (b) The easement area shall be free of permanent structures and other obstructions that would prevent normal repair and maintenance of the structure's exterior;
  - (c) Buildings utilizing reduced setbacks shall not have doors that open directly onto the private yard areas of abutting property. Windows in such buildings shall not be oriented toward such private yard areas unless they consist of materials such as glass block, textured glass, or other opaque materials, and shall not be capable of being opened, except for clerestory-style windows or skylights; and

- (d) The final plat or short plat shall show the approximate location of buildings proposed to be placed in a standard setback area.
- 2. If a building is proposed to be located within a normally required interior setback in an R zone:
  - (a) The residential development must qualify for the attached housing incentive provided in SMC 21A.85.070(8);
  - (b) An easement shall be provided on the abutting lot of the subdivision that is wide enough to ensure a 10-foot separation between the walls of structures on adjoining lots, except as provided for common wall construction;
  - (c) The easement area shall be free of permanent structures and other obstructions that would prevent normal repair and maintenance of the structure's exterior;
  - (d) Buildings utilizing reduced setbacks shall not have doors that open directly onto the private yard areas of abutting property. Windows in such buildings shall not be oriented toward such private yard areas unless they consist of materials such as glass block, textured glass, or other opaque materials, and shall not be capable of being opened, except for clerestory-style windows or skylights; and
  - (e) The final plat or short plat shall show the approximate location of buildings proposed to be placed in a standard setback area.

**SMC 21A.85.010 Intent and Goals**

Low Impact Development (LID) is an approach to land use planning and project design that seeks to:

1. Increase the ability of a developed site to effectively emulate pre-development hydrologic conditions, including without limitation, stormwater retention, water quality treatment, and infiltration functions;
2. Minimize overland stormwater runoff from a developed site;
3. Maximize the retention of trees, native vegetation, understory plants, and native soils;
4. Minimize soil disturbance;
5. Minimize the conversion of site surfaces from vegetated to non-vegetated surfaces; and
6. Maximize the quantity and use of appropriate native plants onsite.

The Purpose of this Ordinance is to encourage development proposals to incorporate LID planning and design approaches into project development by providing incentives tied to LID's use.

This Ordinance seeks to guide land use planning decisions only and does not replace any federal, state or local stormwater flow control and water quality treatment regulations. While some LID approaches encouraged by this Ordinance for land use purposes may also be eligible for stormwater credits under applicable stormwater flow control and water quality treatment regulations, some LID approaches designed pursuant to section SMC 21A.85 may not qualify for stormwater credits. Applicants are responsible for ensuring that their project proposal complies with all applicable regulations.

**SMC 21A.85.020 Applicability.**

All new development shall have the option to:

1. Design a project that incorporates LID into all aspects of the development proposal subject to SMC 21A.85.030; or
2. Incorporate the preferred LID approaches described in SMC 21A.85.040-060 into project design in order to accumulate sufficient Technique points to allow the applicant to take advantage of the incentives identified in SMC 21A.85.070.

The City of Sammamish shall apply this Ordinance to all City projects and encourage other governmental entities to utilize LID in accordance with this Ordinance in their projects.

**SMC 21A.85.030 Sammamish Comprehensive Low Impact Development Design.**

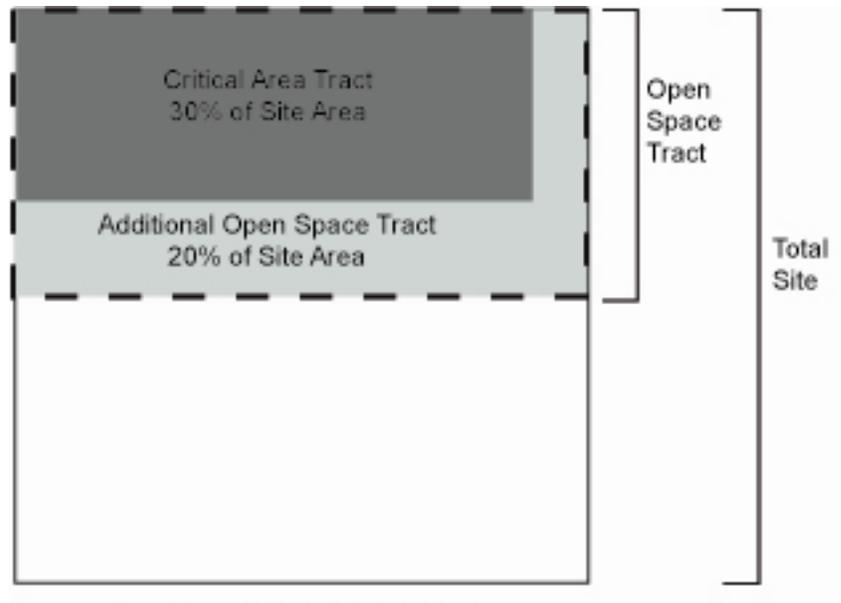
Incorporating LID into a project's design in a comprehensive manner is preferred over partial use of LID approaches. The City shall encourage applicants to utilize comprehensive LID design as defined in this section ("Sammamish Comprehensive LID"). Applicants who choose to design a development proposal pursuant to this section shall be eligible to obtain the incentives set forth in SMC 21A.85.070 without being subject to the point system of techniques and incentives contained within SMC 21A.85, shall be eligible for a waiver of the density incentive limits contained in SMC 21A.85.070 (1) and (2), and may utilize the short plat process for up to nine lots. In order to be considered to be a project which incorporates Sammamish Comprehensive LID, the project must:

1. Use all of the following LID approaches:
  - a. SMC21A.85.040(1) Retention of 50% Existing Forested Condition, or SMC21A.85.040(2) Retention and Restoration of Fifty Percent (50%) Vegetated Area; and
  - b. SMC21A.85.040(3) Limited Site Disturbance; and
  - c. SMC21A.85.040(4) Pervious Pavements; and
  - d. SMC21A.85.040(5) Onsite Infiltration; and
  - e. SMC21A.85.040(8) Reduced Impervious Surface.

**SMC 21A.85.040 General Low Impact Development Approaches and Standards.****[ADD A QUICK REFERENCE CHART OF THE TECHNIQUES, POINTS AND RELEVANT CODE SUBSECTIONS]**

The following list identifies preferred LID approaches that may be proposed within any zoning designation and the "Technique points" associated with the successful use of each approach. Whether the implementation of any LID approach is sufficient to earn Technique points shall be subject to the review and approval of the Director.

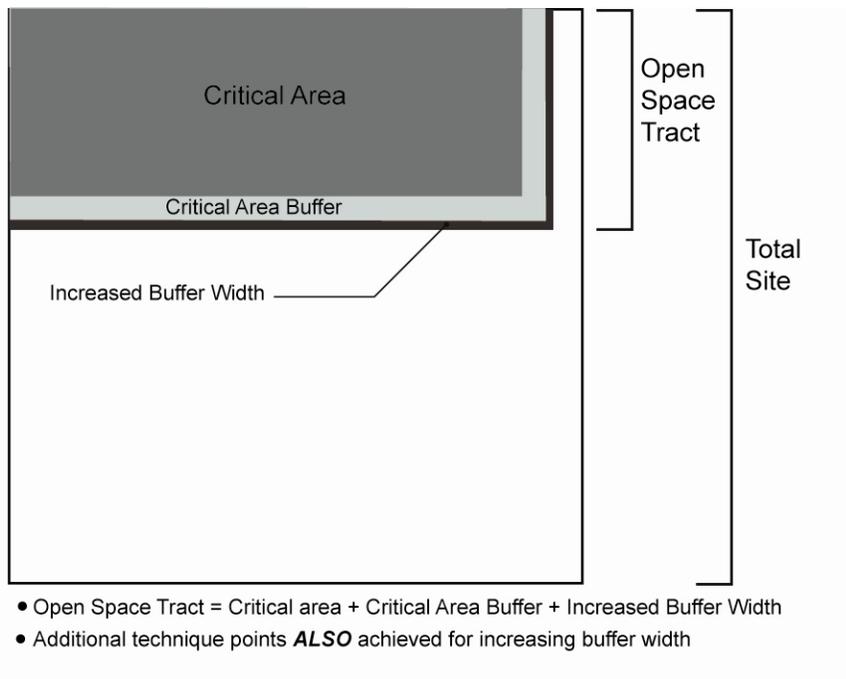
1. Retention of Fifty Percent (50%) of Existing Forested Condition – 20 Technique Points
  - (a) The Applicant may retain fifty percent (50%) of the subject site’s existing forested area;
  - (b) Existing forested areas shall be subject to the tree protection standards of SMC 21A.35.230 and the maintenance and irrigation requirements of SMC 21.A.35.110-140.
2. Retention and Restoration of Fifty Percent (50%) Vegetated Area – 15 Technique Points:
  - (a) The Application may retain and/or restore fifty percent (50%) of the subject site in one or more permanent Open Space Tracts;
  - (b) Open Space Tracts and vegetation shall be subject to the tree protection standards of SMC 21A.35.230 and the maintenance and irrigation requirements of SMC 21.A.35.110-140. Landscaping plans for open space tracts shall be designed consistent with SMC 21A.35.080 and 21A.35.100.
  - (c) An area shall be considered an Open Space Tract if it is:
    - i. An existing forested area which comprises less than fifty percent (50%) of the subject site; or
    - ii. Shall be landscaped as part of the site’s development and meets the following requirements:
      1. The site design shall maximize the amount of existing mature vegetation retained on site;
      2. The revegetation plan shall be designed by a licensed professional or ISA certified arborist;
      3. The plantings shall provide a multilayer canopy of large trees (50%), small trees, shrubs, and ground cover at maturity;
      4. A minimum of 75% of the Open Space Tract shall be planted with trees, shrubs and groundcover. Groundcover does not include pasture or turf;
      5. All invasive plants on the site shall be removed;
      6. No more than 15% of the proposed Open Space Tract shall be pasture or turf;
      7. Plants shall be selected by a licensed professional based upon site suitability;
      8. For proposed Open Space Tracts exceeding 0.5 acres in area, a ratio of 2 evergreens to 1 deciduous tree is required;
      9. Three (3) trees shall be planted per 1,000 square feet of proposed Open Space Tract area;
      10. Trees shall be native to the coastal Pacific Northwest. On planting, deciduous trees shall have a minimum caliper of 3/4 inches and coniferous and broadleaf evergreen trees shall be at least five (5) feet in height;
      11. 80% of shrubs and 80% of groundcover shall be species native to the coastal Pacific Northwest; and
      12. Shrubs shall be spaced a maximum of four (4) feet on center and ground cover shall be spaced a maximum of two (2) feet on center.
      13. Significant trees retained in an Open Space Tract may also be counted towards total tree retention requirements for the parcel.
  - (d) A single contiguous Critical Area Tract, required pursuant to SMC 21A.50.190, may be used to satisfy this technique. Critical Area Tracts that do not constitute 50% of the area within the subject site may be credited for a proportionate amount of the proposed 50% open space retention (see Diagram A).



**Diagram A**

3. Increased Width of Critical Area Buffer - 8 Technique Points:

- (a) The applicant may increase the width of a Critical Area buffer required under SMA 21A.50 by 35%.
- (b) Any such increased width may also be included as part of a contiguous Critical Area Tract counting as Open Space Tract under Section (2) above. (See Diagram B).



**Diagram B**

4. Limited Site Disturbance – 10 Technique Points:

- (a) Soil disturbance of the site shall be limited to 50% of the site area otherwise unconstrained by environmentally critical areas and associated buffers during plat and subsequent building construction;

- (b) Limited clearing may occur within the area where soil is undisturbed, subject to the following limitations:
  - i. The top four inches (4") of soil may be disturbed but not removed from the site or lot, as needed to allow for removal of unsuitable vegetation; provided that the disturbed soil is moved to an isolated location where it will not be driven upon and such soil is then returned and respread on the parcel;
  - ii. Six inches (6") of arborist chippings are placed on top of in-place soil areas that may be subject to construction activities or operations;
  - iii. Soil that is not protected as set forth in subsections (i) or (ii) above shall be tilled to a depth of twelve inches (12") upon completion of all site disturbance;
  - iv. Stump removal shall consist of grinding the stump in the existing location; and,
  - v. In no case shall the natural grade of the undisturbed area be modified by more than four inches (4").
- 5. Pervious Pavements / Materials – 10 Technique Points:
  - (a) Residential development – Pervious pavements / materials shall be used for eighty percent (80%) of all proposed hard surfaces, including but not limited to, private driveways, patios, squares, courtyards, walkways, private roads, parking areas, and sidewalk areas;
  - (b) Commercial / institutional developments - Pervious pavements / materials shall be used for eighty percent (80%) of all proposed hard surfaces, including but not limited to sidewalk areas, playgrounds, plazas, courtyards, sports courts, and parking areas;
  - (c) Public road areas and public sidewalks shall be excluded from the calculation of a site's proposed total hard surface area hereunder;
  - (d) Pervious pavement / materials may only be installed on sites where:
    - i. Information has been generated by a certified professional (e.g. a geotechnical engineer) and approved by the City Engineer, demonstrating that the pervious pavement installation shall function as designed; and
    - ii. Installation shall be performed by a contractor experienced in the installation of pervious pavements and materials.
  - (e) All pervious pavement shall be maintained in accordance with the manufacturer's or industry recommendations, as applicable.
- 6. Onsite Infiltration – 8 Technique Points:
  - (a) 90% of the site's runoff shall drain to one or more onsite infiltration systems;
  - (b) The onsite infiltration system shall be designed to accommodate the design volumes for the site's runoff up to and including the 100-year storm; and,
  - (c) All infiltration systems shall be designed and maintained in accordance with the adopted King County Surface Water Design Manual and shall be reviewed and approved by the City Engineer on a site specific basis.
- 7. Biofiltration Swale(s) and Rain Gardens – 8 Technique Points:
  - (a) Residential development – 100% of lots within a residential development shall drain to biofiltration swales or rain gardens; **[still reviewing the %. May wish to drop to 90% since 100% is difficult to do]**
  - (b) Commercial / institutional development – 100% of the subject site shall drain to biofiltration swales or raingardens; **[still reviewing the %. May wish to drop to 90% since 100% is difficult to do]**
  - (c) Biofiltration swales and rain gardens proposed on sites located outside a Lake Management District shall be:
    - i. Designed and maintained in accordance with the adopted King County Surface Water Design Manual or the Low Impact Development Technical Guidance Manual for Puget Sound; and,
    - ii. Reviewed and approved by the City Engineer.
  - (d) Biofiltration swales and rain gardens proposed on sites located within a Lake Management District:
    - i. Shall not include amended soil;
    - ii. Shall have the upper twelve inches (12") of native soil tilled prior to planting;

- iii. Except as set forth in subsections (i-ii) above, shall be designed and maintained in accordance with the adopted King County Surface Water Design Manual or the Low Impact Development Technical Guidance Manual for Puget Sound; and
    - iv. Shall be reviewed and approved by the City Engineer.
8. Reforestation – 6 Technique Points:
  - (a) Residential development – All of the lots within a residential development shall be re-forested;
  - (b) Commercial / institutional development –The site shall be re-forested;
  - (c) Reforestation shall consist of:
    - i. For lots of 4,000 square feet or less, a minimum of two (2) trees planted per lot;
    - ii. For lots greater than 4,000 square feet in area, a minimum of three (3) trees planted per 1,000 square feet.
    - iii. Trees shall be native to the coastal Pacific Northwest. On planting, deciduous trees shall have a minimum caliper of 3/4 inches and coniferous and broadleaf evergreen trees shall be at least five (5) feet in height.
9. Reduced Impervious Surface – 7 Technique Points:
  - (a) Lots created through a development proposal shall qualify for points under this Subsection if each lot's total impervious surface area is twenty percent (20%) less than the applicable maximum allowable impervious surface area pursuant to SMC 21A.25.030 or SMC 21A.25.040, as applicable (e.g. the maximum impervious surface area of a site within the R-4 zone would be reduced from 55% to 35% and the maximum impervious surface area of a site within the CB zone would be reduced from 85% to 65%);
  - (b) Impervious surface areas which are public roads or public sidewalks shall be excluded from the calculation of the site's total impervious surface area hereunder; and
  - (c) The allowed increases in the maximum permitted impervious surface area for smaller lots pursuant to SMC 21A.25.030 and 21A.25.040 shall not apply to this Subsection 8.
10. Drought Tolerant Landscaping – 3 Technique Points:
  - (a) Ninety percent (90%) of required street landscaping, recreation tracts, and open space tracts, shall be landscaped with drought resistant vegetation native to Western Washington. Such vegetation shall be maintained as required for plant health.
11. LID Consultation with the City – 5 Technique Points:
  - (a) Prior to site design, the applicant shall meet and consult with the City to identify opportunities to incorporate preferred LID approaches into the site's design. The applicant shall bring the following materials to the meeting:
    - i. A survey of the site which includes topography, critical areas, and existing vegetation, including tree sizes and species; and
    - ii. Photographs of the site.
  - (b) The City will bring to the meeting any relevant environmental information it has readily available concerning the site, which may include soil surveys, groundwater depths, habitat maps, and the like.
12. Performance Guarantee for LID Approaches – Required
  - (a) In order to receive points under SMC 21A.85.040 for employing LID approaches on a project site:
    - i. The developer shall prepare and distribute a maintenance plan to all property owner(s) that addresses:
      1. Structural and drainage maintenance;
      2. Vegetation management; and,
      3. Establishment and appropriate long term irrigation.
    - ii. The developer shall obtain written agreement from all property owners to comply with the maintenance plan and to maintain and retain all LID approaches employed on the site for a period of not less than fifteen (15) years from the date of construction. The agreement must include wording that if all or part of any LID approach ceases to function or is removed, equivalent LID approach(es) must be installed and all other stormwater management requirements met, prior to removal:
    - iii. The developer shall provide the City with a copy of the maintenance plan and all written agreements with property owners obtained under this Section.
13. Vegetated Roofs – 1-20 Technique Points:
  - (a) A roof area shall be considered a vegetated roof if:

- i. The roof area is fully covered with vegetation;
  - ii. It meets the definition of a Vegetated Roof set forth in the adopted King County Surface Water Design Manual or the Low Impact Development Technical Guidance Manual for Puget Sound; and
  - iii. It is designed and maintained in accordance with the adopted King County Surface Water Design Manual or the Low Impact Development Technical Guidance Manual for Puget Sound.
- (b) Residential development – 2 Technique points shall be awarded per 10% of dwelling units whose roof is a vegetated roof up to a maximum of 20 total points;
  - (c) Commercial / institutional development - 1 Technique point shall be awarded per 1,000 square feet of vegetated roof area up to a maximum of 20 total points;
  - (d) Compliance with this LID approach shall require review and approval by the Building Official.

**SMC 21A.85.050 Residential Preferred LID Approaches and Standards.**

The following list identifies preferred LID approaches that may only be proposed for residential development proposals and the “Technique points” associated with the successful completion of each technique. Whether the implementation of any technique is sufficient to earn credit for an incentive shall be subject to the review and approval of the Director.

1. Biofiltration Swales and Rain Gardens – 10 Technique Points:
  - (a) Sixty-five percent (65%) of the site’s stormwater runoff shall be directed to a biofiltration system.
  - (b) Except as set forth in subsection (a) above, biofiltration swales and rain gardens proposed on sites located outside a Lake Management District shall be:
    - i. designed consistent with the adopted King County Surface Water Design Manual, and shall be subject to the review and approval of the City Engineer; and
    - ii. Reviewed and approved by the City Engineer.
  - (c) Except as set forth in subsection (a) above, biofiltration swales and rain gardens proposed on sites located within a Lake Management District:
    - i. Shall not include amended soil;
    - ii. Shall have the upper twelve inches (12”) of native soil tilled prior to planting;
    - iii. Except as set forth in subsections (i-ii) above, shall be designed and maintained in accordance with the adopted King County Surface Water Design Manual or the Low Impact Development Technical Guidance Manual for Puget Sound; and
    - iv. Shall be reviewed and approved by the City Engineer.
2. Open Space – 10 Technique Points:
  - (a) Thirty percent (30%) of the total site area shall be retained in its existing forested condition as defined in SMA 21A.85.040(1); or
  - (b) Thirty percent (30%) of the total site area shall be retained and restored to a permanent Open Space Tract as defined in SMA 21A.85.040(2);
    - i. Limited clearing / grading within twenty percent (20%) of the Open Space Tract shall be permitted solely to allow for the installation of passive recreation uses, including but not limited to soft surface trails, benches, and picnic tables;
    - ii. Open Space Tracts shall be located outside of critical areas and critical area buffers.
  - (c) Area retained in its existing forested condition or as Open Space Tracts may be used to satisfy the recreation space requirements of SMC 21A.30.140 – On-site Recreation – space required.
3. Minimal Foundation Excavation – 10 Technique Points:
  - (a) All of the structures within a residential development shall be designed with minimal foundation excavation which shall include:
  - (b) Limited or no disturbance of the natural soil profile within the footprint of all proposed structures. “Limited disturbance” shall have the meaning set forth in SMA 21A.85.040(4);
  - (c) Using a foundation that consists of a combination of driven piles and a connection at or above the existing grade of the subject site.
  - (d) Compliance with this technique shall require review and approval by the Building Official.
4. Soil Amendments – 3 Technique Points:
 

Only sites located outside a Lake Management District may employ this technique. On qualifying sites,

four inches (4”) of soil amendments may be tilled into the top twelve inches (12”) inches of the site areas to be used for landscaping, including but not limited to proposed landscaping tracts, recreation tracts, and individual lots. Soil amendments:

- (a) Shall be added
    - during soil preparation for permanent landscaping and prior to final building inspection, provided that, if the project is a subdivision, one bond for all of the lots within the subdivision shall be recorded prior to final plat; and
  - (b) Shall consist of compost that complies with City standards as of the date of submittal.
5. Joint Use Driveway – 4 Technique Points:
    - (a) 65% of lots within a proposed residential development shall be accessed from a joint use driveway. A “joint use driveway” is a driveway for two (2) or more residences that shares a curb cut plus a minimum of ten feet (10’) of shared access.
  6. Hollywood Driveway – 6 Technique Points:
    - (a) 65% of lots within a proposed residential development shall be accessed from a Hollywood driveway. A Hollywood driveway consists of two paved wheel tracks between 2.5 and 3.5 feet wide separated by a planted strip at least three (3) feet wide.

**SMC 21A.85.060 Mixed-Use / Commercial / Institutional LID Approaches and Standards.**

The following list identifies preferred LID approaches that may only be proposed in association with a non-residential development proposal, and the “points” associated with the successful use of each approach. The LID approaches identified in this section may be proposed within any zoning designation. The implementation of any approach to earn credit for an incentive shall be subject to the review and approval of the Director.

**PLEASE NOTE: ADDITIONAL TECHNIQUES TO BE ESTABLISHED IN THE TOWN CENTER PLAN**

**SMC 21A.85.070 Preferred LID Incentives.**

Technique points earned by installing one or more of the Preferred LID Approaches described in SMA21A.85.040-060 above may be used to obtain the following LID incentives. These incentives are completely separate from any credits for the use of LID approaches that may be granted to the applicant under applicable stormwater flow control and water quality treatment regulations. In certain cases, a LID approach that qualifies for the incentives described in SMC 21A.85.070 may not qualify for credits under the stormwater regulations. Technique points are cumulative and may be combined to gain the use of one or more incentives below. Technique points may only be used for obtaining incentives for the development proposal that generates the points and may not be used for other development proposals. Except as otherwise noted in this section, technique points may only be used once.

**[ADD A QUICK REFERENCE CHART OF THE INCENTIVES, POINTS AND RELEVANT CODE SUBSECTIONS]**

1. 20% Increased Density: Subject to compliance with the provisions of SMC 21A.50 Environmentally Critical Areas, and so long as increasing the site’s density will not negatively impact any critical areas or critical area buffers on the site or adjacent to the site, this density incentive may be used to increase the site density permitted under SMC 21A.25.030-040, as applicable, by up to 20%.
  - (a) 30 Technique points required - The applicant may include up to 75 percent of the area within streets within the site density calculations required under SMC 21A.25.080;
  - (b) 27 Technique points required - The applicant may include up to 50 percent of the area within streets within the site density calculations required under SMC 21A.25.080;
  - (c) 24 Technique points required - The applicant may include up to 25 percent of the area within streets within the site density calculations required under SMC 21A.25.080.
2. 30% Increased Density Incentive: Subject to compliance with the provisions of SMC 21A.50 Environmentally Critical Areas, and so long as increasing the site’s density will not negatively impact any critical areas or critical area buffers on the site or adjacent to the site, this density incentive may be used to increase the site density permitted under SMC 21A.25.030-040, as applicable, by up to 30%.
  - (a) 40 Technique points required - The applicant may include up to 75 percent of the area within critical areas and critical area buffers within the site density calculations required under SMC 21A.25.080;

- (b) 35 Technique points required - The applicant may include up to 50 percent of the area within critical areas and critical area buffers within the site density calculations required under SMC 21A.25.080;
  - (c) 30 Technique points required - The applicant may include up to 25 percent of the area within critical areas and critical area buffers within the site density calculations required under SMC 21A.25.080.
3. Street Improvement and Right-of-way Reduction. All reductions allowed pursuant to this Section shall be subject to review and approval by the City Engineer: **[See memo for discussion of our concerns regarding these ROW incentives]**
- (a) 1 Technique point required - Variation requests submitted pursuant to this section shall be given preference over non-LID related variation requests;
  - (b) 20 Technique points required – The applicant may request a variation from the public works standards to reduce the required public right-of-way dedication from 60 feet to 56 feet and to reduce the required street improvement to 49 feet. Such a reduction shall include:
    - i. Providing parking only on one side of the street (i.e., requiring 28 feet of paved asphalt for a 20’ wide street plus one 8’ wide parking lane); and,
    - ii. Reversed planter strip and sidewalk on the parking side.
  - (c) 16 Technique points required – The applicant may request a variation from the public works standards to reduce the required street improvement to 49 feet of improvement to include:
    - i. Parking only on one side of the street (i.e. requiring 28 feet of paved asphalt for a 20’ wide street plus one 8’ wide parking lane); and,
    - ii. Reversed planter strip and sidewalk on the parking side.
  - (d) 18 Technique points required – The applicant may request a variation from the public works standards to reduce the required public right-of-way dedication from 60 feet to 56 feet and to reduce the required street improvements to 46 feet including:
    - i. Pocket parking (8 foot depth) on alternating sides of the street;
    - ii. 20 feet of paved asphalt travel lanes;
    - iii. 5 foot sidewalks on both sides of the street; and,
    - iv. Landscaping (8 foot depth) on alternating sides of the street (i.e. opposite parking).
  - (e) 18 Technique points required – The applicant may request a variation from the public works standards to reduce the required street improvement to 56 feet of improvement to include:
    - i. Parking on one side of the street (28 feet of paved asphalt); and
    - ii. Standard sidewalks and planter strips.
4. Recognition. 24 Technique points required – The applicant may request that the City generate a “Featured LID Development” article in the City newsletter covering the development which has earned the Technique points. Technique points used for this incentive may be reused to obtain additional incentives.
5. Building Height Incentive. 20 Technique points required – Subject to compliance with the provisions of SMC 21A.50 Environmentally Critical Areas and so long as increasing building height will not negatively impact any critical areas or critical area buffers on the site or adjacent to the site, the applicant may increase the maximum building height by up to fifteen (15) feet.
6. Increased Signage. 12 Technique points required – The applicant may increase the allowed signage pursuant to SMC 21A.45 by:
- (a) Adding one additional monument sign; or
  - (b) Increasing the size of the allowed sign by 10%.
7. Attached Housing. 12 Technique points required – 100% of the lots within a proposed residential development may be designed to accommodate attached housing consistent with SMC 21A.30.020.

**SMC 21A.85.080 Review.**

- 1. Process. The use of preferred LID approaches or full LID design shall be reviewed concurrently with a primary proposal to consider the proposed site plan and methods used to earn the Incentives as follows:
  - (a) For the purpose of this section, a primary proposal is defined as a proposed subdivision, binding site plan, conditional use permit, or commercial site development permit;
  - (b) The applicant shall identify the proposed techniques and incentives at the time of the first permit application for the primary proposal;

- (c) When the primary proposal requires a public hearing under this code or SMC Title 19 or 20, the public hearing on the primary proposal shall serve as the hearing on the preferred LID approaches proposed, and the reviewing authority shall make a consolidated decision on the proposed development and use of techniques and the resulting incentives;
  - (d) When the primary proposal does not require a public hearing under this code or SMC Title 19 or 20, the LID approach proposal shall be subject to the decision criteria for conditional use permits outlined in Chapter 21A.100 SMC and to the procedures set forth in SMC Title 20,;
  - (e) All notices required by SMC 20.05 for the proposed development shall include a brief description of the proposed preferred LID approaches and associated incentives; and,
  - (f) A notice on title or conditions on the face of final plat shall be required documenting the use of preferred LID approaches or use of Sammamish Comprehensive LID and identifying limitations on future development.
2. Review. In evaluating the feasibility of a preferred LID approach proposal or Sammamish Comprehensive LID proposal, the Director shall have the authority to request additional technical information prepared by a certified professional to:
    - (a) Determine whether the development proposal is consistent with this chapter;
    - (b) Determine if a proposed approach is consistent with the standards of the King County Surface Water Design Manual, City of Sammamish Stormwater Comprehensive Plan, or the Low Impact Development Technical Guidance Manual for Puget Sound, or other suitable reference, as determined by the Director;
    - (c) Determine whether the proposed combination of techniques adequately work together toward meeting the goals of this chapter.
    - (d) Determine if the monitoring plans and bonding measures proposed by the applicant are sufficient to protect the public benefit, health, safety, and welfare, consistent with this chapter; and,
    - (e) Determine that the proposed LID approaches shall function as intended.
  3. Health and Safety. Approval of all proposed LID approaches, Sammamish Comprehensive LID, and incentives grants shall be subject to the review of the City to determine that the proposed development does not pose an unreasonable threat to the public health, safety, or welfare on or off the development proposal site and is consistent with the general purposes of this chapter and the public interest.
  4. Adjustments.
    - (a) Minor. When reviewing and issuing construction permits in an approved development, the department may allow minor adjustments in the approved approaches and incentives used by the development proposal involving the location and site specific approaches or incentives.
    - (b) Major. Changes to a development proposal that result in significant adjustments to the project shall require resubmittal of the development proposal pursuant to subsection 1 above of this section. Significant adjustments include, but are not limited to, elimination of proposed LID approaches, increases in the number of dwelling units generated, or additional reduction of proposed street improvements.
  5. Maintenance of Low Impact Development Chapter. The Director shall evaluate SMC 21A.85 at least once every three years. Following review, the Director shall:
    - (a) Identify any LID approaches, incentives, or other features of this chapter that are resulting in projects that meet the purpose of this chapter;
    - (b) Update SMC 21A.85 in light of current research on the effectiveness of various LID approaches;
    - (c) If the Director identifies items that require a code amendment, the Director shall report back to the Planning Commission and City Council.



## MEMORANDUM

DATE: August 26, 2008

TO: City Council, City of Sammamish  
Evan Maxim, Senior Planner, City of Sammamish

FROM: Peg Staeheli, ASLA, LEED® AP

RE: Comments on Draft LID Municipal Code Amendments  
**City of Sammamish LID**  
SvR Project No. 08022

The City of Sammamish engaged SvR to review and comment upon the City's draft low impact development code amendments (the "**LID Code**"). The purpose of the LID Code is to incent developers to utilize low impact development approaches in the design and construction of their projects. This memo summarizes our review; attached is a more detailed description of our findings and recommendations.

Low Impact Development is an approach to land use planning and project design that seeks to minimize the disturbance to environmental functions resulting from a site's development. LID is especially concerned with minimizing the replacement of vegetation with buildings or other impervious surfaces, preserving a site's ability to manage and treat stormwater on-site, and encouraging the use of appropriate native plants to improve local habitat and reduce long term maintenance.

SvR reviewed Sammamish's draft LID Code with respect to its interaction with the current and upcoming stormwater management requirements contained in the 2005 King County Surface Water Design Manual (KC SWDM), which we understand Sammamish intends to adopt this fall), as well as in light of stormwater management guidelines and requirements developed by the Puget Sound Partnership and Washington State's Department of Ecology 2005 Stormwater Management Manual. We attended the City's community meeting on June 24<sup>th</sup>, 2007 concerning the LID Code and reviewed the public comments received following the meeting.

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### OVERALL ASSESSMENT OF THE PROPOSED LID CODE

Overall, Sammamish's LID Code complements the KC SWDM. Many of the LID approaches set forth in the LID Code are considered "Best Management Practices" and encouraged under the KC SWDM. However, while the KC SWDM allows a project to reduce the size of its required flow control facilities if it employs LID approaches, the value of that reduction is generally not high enough to motivate a project to employ LID.



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The City of Sammamish's decision to frame its LID Code as a land use planning tool in addition to the City's stormwater management requirements is wise. The City runs little risk of creating conflicts with the Stormwater Code since the City's proposed LID program is voluntary at this time. Density and development incentives provide developers with benefits that can balance out the possible additional upfront costs and risks associated with employing LID approaches. There is considerable discussion over a performance based approach versus the defined point based LID approach. Both have their pros and cons however as this LIS Code is in addition to your stormwater code we believe it has potential to give more certainty for early adopters in the development process. The City has the ability to modify or update the code as information from early development implementation is received. We thus believe Sammamish's land use, incentive based approach to LID is a good one.

The following pages give background as to the recommendations we made directly to the code. (see also specific code edits and draft summary table of technique points.)



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### **I PUBLIC COMMENTS AND CONCERNS**

The City of Sammamish has received great feedback on the draft code from citizens and developers. This is a very good sign that your public is engaged in the process. Public feedback on the LID Code fell into several broad categories. These included questions on the relationship with the stormwater code, questions regarding the State National Pollutant Discharge Elimination System (NPDES) requirements; questions on the relationship with King County's requirements and how this LID code ties back to the Puget Sound Partnerships LID guidelines and questions on the benefits or impacts to the Critical Area Ordinance.

A number of commentators appeared to misconstrue the LID Code as an amendment to the City's Stormwater Code. As discussed above, the LID Code is intended to influence land use planning and design decisions only. It is not intended to amend or replace the Stormwater Code.

Similarly, a number of people felt that the City joining with other agencies in the lawsuit concerning the State's revised NPDES standards is inconsistent with the City's desire to implement LID. It appears that the public misunderstands the nature of the lawsuit. We understand that this should be resolved soon however we recommend that the City clarify its position with the public.

Several people recommended that the City update its stormwater regulations to match King County's current requirements. We understand that the City intends to do so. This is important so development is more consistent across jurisdictions. This will also assist in clarifying how the Puget Sound Partnership's guidelines are used for both LID code application and the more performance based requirements to meet the Stormwater Code.

Lastly, the public expressed concern over the potential impact to critical areas from the LID Code's increased height and density incentives. We believe the LID Code as revised contains reasonable safeguards to protect critical areas while incenting developers to adopt LID approaches. The City's critical areas land use code still remains in effect. In our discussions with City staff the following are proposed:

- City has increased the LID "technique" points required to obtain the increased height and density incentives
- City has adjusted the point value of the LID approaches to ensure that developers must employ multiple LID approaches to obtain the incentives.
- The City has also added points for increasing the size of critical area buffers.
- The City has added language to the incentives themselves which allows the City to deny their use if the City believes application of the incentives will adversely impact a nearby critical area.



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## **II. RECOMMENDED CHANGES TO THE DRAFT LID CODE POINTS SYSTEM**

In order to explore whether the point values for LID approaches and incentives were well calibrated, we took the position of a hypothetical developer wishing to build a subdivision and a separate mixed use site. We then considered which incentives might be attractive to such a developer and what LID approaches the project should be required to employ in order to obtain those incentives.

As a result of this analysis, we recommend several adjustments to the points awarded for the use of particular LID approaches and the points required for various incentives. We recommend other adjustments to the draft LID Code in order to remove redundancy with existing requirements under other codes and to balance providing incentives for developers with ensuring that the scope of the incentives granted do not defeat the purpose of encouraging LID in the first place.

### *1. Revise the Definition of Full LID:*

Land within our region was once densely forested. The forest floor was covered in a thick layer of duff that acted like a sponge, absorbing and retaining rain when it fell during the wet season and allowing it to infiltrate into the ground to replenish the groundwater supplies which feed our ecosystems, streams and lakes during the dry season. LID for Sammamish thus should focus on increasing the areas vegetated with native plants and stressing LID techniques that enhance infiltration.

We have sought to provide a more specific definition of “Full LID” for **SMA 21A.85.030** that stresses these goals of revegetation and infiltration. Because **SMA 21A.85.030** allows the developer to negotiate incentives with City staff, we feel the standards for obtaining “Full LID” should be high. We have also renamed “Full LID” to “Sammamish Comprehensive LID”. The term “Full LID” implies that a developed site can function in the same manner as an undeveloped site. Experts question whether this is currently possible given the present state of LID technology and techniques.

### *2. Consider Deleting the Following LID Approaches:*

- **Complementary Preferred Stormwater Management Techniques.** A project already needs to use more than one LID approach to qualify for an incentive. Therefore, additional encouragement is unnecessary. We are also concerned that allowing permit reviewers wide discretion in awarding additional points may lead to inconsistent application of the LID Code and overcrediting.
- **Rain Barrels.** Rain barrels are an “encouragement” tool assisting people in understanding rain patterns and the benefits of using rainwater for small scale irrigation. They are not practical as a flow control tool. A City wide approach to a rain barrels program “at cost” would be more beneficial
- **No Street Lights.** Relieving developers of their obligation to install street lights does not seem to be an applicable land use trade off . The city may want to review its street lighting options to be consistent with the “Dark Skies”



approach.

*3. Award More Points for:*

- **Retaining 50% Existing Forested Condition.** We have separated the retention of existing forests or groves from the creation of open space tracts. Mature habitat that is already in place is generally more valuable than new plantings that take time to fill in.
- **Retaining and Restoring 30-50% Open Space Tracts on Sites.** Since even new vegetated spaces provide multiple benefits, we recommend increasing the points awarded for open space tracts.
- **Pervious Paving.** Pervious paving is an effective way to balance a site's need for hard surfaces with the desire for infiltration. We also recommend reducing the requirement from 100% use of pervious paving to 80% as there are instances where the use of pervious paving is not recommended or practical.
- **Minimal Foundation Excavation For Residential.** While this is a useful LID approach, few developers are currently employing it. Increasing the points awarded for this LID approach may encourage its adoption.

*4. Award Less Points for:*

- **Reforestation.** Awarding less points will encourage developers to focus on retaining and restoring existing forests and creating new open space.
- **Drought Tolerant Landscaping.** In addition to reducing the points awarded for drought tolerant landscaping, we recommend reducing the requirement from 100% use of drought tolerant landscaping to 90%. A 100% requirement precludes use of some quintessentially Northwest plants, including rhododendrons.
- **Soil Amendment.** Soil amendment methods are important, we believe the points were higher than needed in light of the total goal.
- **Joint Driveways.** While shared use paved driveways are better than single paved driveways, Hollywood driveways (double wheel strips) provide more benefits (see points below).
- **Consultation with City Staff.** The choice to consult with the City should earn developers points, but the amount of points should be fixed. We are again concerned that allowing permit reviewers wide discretion in awarding additional points may lead to inconsistent application of the LID Code. Additionally, consultation does not ensure implementation.

*5. Add LID Approaches:*

- **Increase Critical Area Buffer Width.** We recommend encouraging developers to increase the width of critical area buffers required under the City's critical areas code. This is one way to help reduce the impact of allowing increased density on parcels.
- **Hollywood Driveways.** These driveways limit paving to two strips for the wheels. Award them more points than joint use (shared) driveways.



*6. Limit LID Approaches:*

- **Soil Compost Amendments.** Since compost amended soil may in certain instances contribute phosphorus to lake systems, we recommend excluding sites within a Lake Management District from soil amendment LID approaches until more research is done.

*7. Adjust and Make Mandatory:*

- **Performance Guarantee/Maintenance Plan.** We recommend requiring that all developers who employ LID approaches develop a maintenance plan and obtain owner agreement to follow that plan. We recommend deleting the surety bond requirement as we understand that several developers have stated it is difficult to obtain such a bond for LID approaches.

*8. Points Required Obtaining Incentives:*

We recommend increasing the points required to obtain the increased density and building height incentives so that developers must employ a combination of LID approaches that provide significant infiltration and habitat benefits if they wish to substantially increase height or density.

*9. Concerns Regarding Right of Way Incentives:*

We agree that there should be incentives to reduce vehicular pavement. The reductions proposed (SMC 21A.85.070- #3) raise a few concerns and comments. There is not time under this review to go into detail and the City does have a fall back since the code states that “all reductions pursuant to this Section shall be subject to review and approval by the City Engineer.” We recommend further review of this area be considered over the next year so that there can be more certainty as to what design or land use decisions can result in incentives. Areas to evaluate:

- **Right of Way width:** The City should reevaluate the minimum with specific to street types or classification. Reductions in right of way are a permanent long range decision and history has shown that public right of way serves multiple uses. Careful understanding of easements versus right of way may be an option.
- **Parking on one side with 28 foot wide street:** A 28 foot wide residential street can easily accommodate parking on both sides if the design addresses block length and/or turnouts or alternative circulation. Street width changes should be reviewed as a whole not only in the context of LID but also for neighborhood traffic calming.
- **Reversed planter strip and sidewalk:** the planting strip adjacent to the curb lane provides valuable separation for pedestrians. Pedestrian friendly street research is clear that the offset for ease of construction and drainage for locating sidewalks adjacent to curbs is higher than the benefits of separation for pedestrians.



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### III. OTHER COMMENTS

#### *Enforcement:*

Enforcing compliance is challenging, given that incentives will be used before the City is able to see if LID approaches are correctly implemented and whether they are properly maintained over time. The City should assess whether it will need additional staff to oversee implementation and ensure compliance. Additional staff and resources may also be needed for permit review, answering questions, site inspections, and as-built record keeping. We have not reviewed how permitting is tied to property title for Sammamish. Long term implementation may be an issue however we believe that since the City has the option to revisit the LID code approach this may be an area to monitor rather than a reason to hold up LID code approval.

Assuming implementation enforcement will be part of the permitting and inspection process, the City may wish to consider including some provisions in the code dealing with maintenance. The ability to maintain a LID treatment such as a raingarden may already be within the City's authority. Given that the Stormwater Code requires owners to covenant in writing to maintain any LID approaches used on their site, including a penalty for the failure to maintain LID approaches has a precedent. Like the maintenance obligations, the penalty should run with the site, transferring from owner to owner.

#### *Timing for Reassessment of LID Code:*

The draft LID Code requires that the code be reviewed and updated three years after implementation. This timeline allows adequate time for the City to learn what does and does not work within the LID Code and whether the points allocated and required are well balanced. It also allows the City to refine the LID Code in light of ongoing research.

#### *Implementation – lessons learned and recommendations:*

Our office has been involved with several projects that have implemented LID techniques over 20 years. Recent applications have been more broad based and prescriptive. We have shared many of the lessons learned with the industry and they are incorporated into the updated LID techniques. We want to stress adequate permit documentation, construction inspection, erosion control enforcement, owner education and maintenance. City staff need to be trained to review LID and have time to inspect installations. Commercial or residential owners need to be informed of the facility purpose and maintenance issues to monitor.

#### *Suggestions for Future Additions to the LID Code:*

The City may wish to consider adding the following additional LID approaches to the LID Code in future:



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1. *Experimentation.* The design standards in manuals will always lag behind cutting edge technologies. The City could add a LID approach that gives a credit for installing cutting edge technology on a few projects per year.
2. *Monitoring.* Lack of validated in-field performance data is hindering the acceptance and refinement of LID approaches. The City could provide credits to projects that install monitoring equipment and share their results.
3. *Maintenance.* Projects could obtain credits for committing to use organic products and maintenance techniques without prior approval.
4. *Irrigation.* This LID approach would limit the use of irrigation and require efficient irrigation systems that water only when needed.
5. *Approaches to Lawns.* Lawns are very resource intensive and provide little stormwater management or habitat benefit. Credits could be provided for minimizing lawn/turf area, replacing lawns with other steppable groundcovers, and/or planting lawns with waterwise, appropriate grasses.
6. *Critical Area Expansion.* The City should consider giving credit for additional actions that enhance critical areas located on and adjacent to a site. Contiguous habitat is generally more valuable than small habitat patches. If a project creates vegetated open space that connects two or more currently separated critical areas, the project could be awarded extra credits for the new habitat created.
7. *Pervious Residential Roads.* Several cities (such as Seattle, Portland, Olympia, Bellingham and Longview) have installed porous pavement for low-volume residential public roads.

Following the LID Code's adoption, we recommend that the City recheck its public works and other LID regulations for consistency.

#### **IV. FINAL RECOMMENDATIONS**

We recommend that the City adopt the draft LID Code as revised. The LID Code is a good step forward in creating a more sustainable Sammamish.

We thank the City staff and City Council for the opportunity to work with you to implement LID within Sammamish. You have a great citizen group. Please let us know if we can be of further assistance.

**Sammamish LID**

**Project # 08022**

**8/5/2008**



**DRAFT**

**DRAFT SUMMARY TABLES OF TECHNIQUE POINTS AND INCENTIVES**

Preferred Stormwater Management Technique	Sammamish Proposed	SvR Recommends	Development Incentive	Sammamish Proposed	SvR Recommends
Bonus for combining techniques	2-10	Delete incentive	20% Increased Density with Street Area		
Retention of 50% Existing Forested Condition	n/a	20	Count 75% of Street area	27	30
Retention and Restoration of 50% Vegetated Area	10	15	Count 50% of Street area	24	27
Retention of 30% Existing Forested Condition or Retention and Restoration of 30% Open Space area for residential	9	10	Count 25% of Street area	21	24
Increase width of Critical Area buffer by 35%	n/a	8	30% Increased Density with Critical Areas		
Reforestation	8	6	Count 75% of Critical area	27	40
Onsite Infiltration for 90% of runoff	8	8	Count 50% of Critical area	24	35
Biofiltration swales and raingardens for 100% of lots	8	8	Count 25% of Critical area	21	30
If residential, biofiltration swales and raingardens without underdrain for 65% of lots	10	10	Variation in Street Improvement Requirements		
Green roofs	1-20	1-20	Preferential review	0	1
Pervious Pavement used for all hard surfaces -change to 80% not 100% of surfaces	8	10	Reduced ROW size, parking on 1 side, reversed planter strip and sidewalk on parking side	18	20
Reduce impervious surfaces to 20% less than maximum	7	7	Reduced street improvements, parking on one side, reversed planter strip and sidewalk on parking side	16	16
Joint Use driveway	5	4	Reduced ROW size, pocket parking on alternate sides, 20 ft road lanes, 5ft sidewalks, 8ft alternating landscaping	16	18
Hollywood driveway	n/a	6	Reduced street improvements, parking on one side, standard sidewalks and planter strips	14	18
Limited Site Disturbance to 50% of Site	10	10	Recognition	20	24
Minimal foundation excavation for residential	8	10	Increase Building Height up to 15 ft	12	20
Drought Tolerant landscaping for 100% - change to 90%	5	3	Increased Signage	12	12
Soil amendments for residential	5	3	No Street lights	12	Delete Incentive
Rain Barrel	2	Delete incentive	Attached Housing	12	12
Performance guarantee for LID approaches	5	Make Mandatory for all LID			
Consultation with City Staff (called natural site design in earlier draft)	2-10	5			

<b>Sammamish Comprehensive LID incorporates all of the following:</b>		
Retention of 50% of Existing Forested Condition or Retention and Restoration of 50% Vegetated Area		
Pervious Pavement for 80% of hard surfaces		
Onsite infiltration		
Limited Soil Disturbance		
Reduce Impervious surfaces by 20%		



## Planning Commission

801 – 228<sup>th</sup> Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • Web: [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)

### MEMORANDUM

Date: **November 13, 2007**  
To: City Council  
From: Bob Keller, Chair, Planning Commission  
RE: Recommendation for Low Impact Development (LID)

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On behalf of the Planning Commission, I am pleased to transmit the proposed Low Impact Development code amendments, enclosed with this memorandum. The Planning Commission and staff used a public participation process that included multiple stakeholder meetings and round table meetings, several public meetings in front of the Planning Commission, and an extensive public hearing process. Our process and recommendation benefited significantly from public input.

The Commission also recommends that the City Council consider the following as part of the Council's deliberations (numbered for identification and not for priority):

1. Consider requiring pervious roads as part of the City's Transportation Improvement Program (TIP) to reflect the implementation of preferred stormwater techniques.
2. Consider allowing for expedited review as an LID incentive. This would likely require additional City resources, and may require discussion as part of the budget process.
3. The Planning Commission recommends that the City Council review the Interim Public Works Standards as they relate to street cross sections (and other items) to ensure that they address LID and other policy concerns.
4. Provide training for staff and encourage and promote training for the development community in the use / installation of preferred stormwater techniques.
5. The Planning Commission recommends that the Town Center include a mandatory, non-incentive based, comprehensive LID strategy. A full LID approach shall be used unless demonstrated that they cannot be effectively applied.
6. Consider reducing total impervious surface limits in all zoning designations.
7. Consider providing assistance and guidance from staff or City consultant to assist in effective implementation of LID. This would likely require additional City resources, and may require discussion as part of the budget process.
8. Consider requiring some preferred stormwater control techniques (e.g. soil amendments, swales, rain gardens, etc.) as a development standard.

Staff has also informed me that a notice of intent to adopt and a copy of the proposed amendments were sent to the State of Washington Department of Community, Trade and Economic Development and to other state agencies as provided by WAC 365-195-620 on **August 28, 2007** providing for a 60 day review and comment period.

Thank you for your consideration of our recommendation. If you have any questions, please contact Kamuron Gurol at 425.295.0520 or [kgurol@ci.sammamish.wa.us](mailto:kgurol@ci.sammamish.wa.us).



*Community Development Department*

486 228<sup>th</sup> Ave NE • Sammamish, Washington 98074 • Tel: 425.836.7938 • Fax: 425.898.0669 • Web: [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)

## Determination of Non-Significance (DNS) and Adoption of Existing Environmental Documents

### Description of proposal:

Adoption of amendments to the Sammamish Municipal Code (SMC) related to:

1. Encourage and provide incentives for the use of Low Impact Development techniques in new developments
2. Allow for flexibility in implementation of Low Impact Development techniques
3. Provide a review process for the implementation of the ordinance.

Code amendments will affect the following chapters of the SMC:

1. SMC 19.15.370 - Definition of Short Subdivision
2. SMC 19.15.390 - Definition of Subdivision
3. SMC 21A.15.XXX - Definition of Bio-retention (New Section)
4. SMC 21A.15.XXX - Definition of Low Impact Development (New Section)
5. SMC 21A.25.030 - Density and Dimension – Residential zones (Added cross reference to LID chapter)
6. SMC 21A.25.040 - Density and Dimension – Commercial zones (Added cross reference to LID chapter)
7. SMC 21A.25.080 - Calculations – Site area used for base density and maximum density floor area calculations (Revised for correct terminology, added cross reference to LID chapter)
8. SMC 21A.30.020 - Lot segregations – Zero lot line development. (Revised to for incentive, added cross reference to LID chapter)
9. SMC 21A.30.140 - On-site recreation – Space required (Added cross reference to LID chapter)
10. SMC 21A.30.160 - On-site recreation – Play areas required (Added cross reference to LID chapter)
11. SMC 21A.85.050 - Introduction (New Section)
12. SMC 21A.85.010 - Goals (New Section)
13. SMC 21A.85.020 - Applicability (New Section)
14. SMC 21A.85.030 - Full Low Impact Development Design (New Section)
15. SMC 21A.85.040 - General Low Impact Development Technique Types and Standards (New Section)
16. SMC 21A.85.050 - Residential Low Impact Development Technique Types and Standards (New Section)
17. SMC 21A.85.060 - Non-Residential Low Impact Development Technique Types and Standards (New Section)
18. SMC 21A.85.070 - Low Impact Development Incentives (New Section)
19. SMC 21A.85.080 - Review Process (New Section)

**Proponent:** City of Sammamish, Department of Community Development

**Location of proposal:** The SMC is applicable within the corporate boundaries of the City

**Lead agency:** City of Sammamish, Department of Community Development

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted in writing and received by the deadline described below.

**Titles, Agency, Adoption Dates and Descriptions of documents being adopted:**

## Exhibit 6

Documents: Draft and Final Supplemental Environmental Impact Statements for the City of Sammamish Comprehensive Plan. Lead Agency: City of Sammamish, Department of Community Development. Publication Dates: February 18, 2003 and September 5, 2003. Descriptions: These documents describe, on a programmatic level, the natural and built environmental features, functions, and values located in the City of Sammamish, and the impacts associated with the adoption of the Sammamish Comprehensive Plan, including those impacts on the natural and built environment related to transportation and recreation facilities such as trails.

**If the documents being adopted have been challenged (WAC 197-11-630), please describe:**

N/A

**The documents are available to be read at:**

City of Sammamish  
Department of Community Development  
801 - 228<sup>th</sup> Ave SE  
Sammamish, WA 98075  
425-295-0500

We have identified and adopted these documents as being appropriate for this proposal after independent review. In addition to the information in the SEPA environmental checklist including the non-project action supplemental questions, and the SEPA non-project review form, the documents listed above will help meet the environmental review needs for the current proposal and will accompany the proposal to the decision maker.

**Agency adopting the documents:** City of Sammamish, Department of Community Development

**Responsible official:**

Susan Cezar, Deputy Director  
Department of Community Development  
801-228<sup>th</sup> Ave SE  
Sammamish, WA 98075  
425-295-0500

**Contact person:**

Evan Maxim, Senior Planner  
Department of Community Development  
801-228<sup>th</sup> Ave SE  
Sammamish, WA 98075  
425-295-0500

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Date                      Signature

**You may comment on this determination. Send comments to:**

SEPA Responsible Official  
City of Sammamish  
801 - 228<sup>th</sup> Ave SE  
Sammamish, WA 98075

**Deadline:**            Comments must be received at the address above by  
December 4, 2007 at 5pm per SMC 20.15.070.

## Exhibit 7

**From:** Renagene Brady [mailto:renagene4@msn.com]

**Sent:** Tuesday, July 01, 2008 8:31 AM

**To:** Jack Barry; Mark Cross; Lee Felling; Don Gerend; Kathy Huckabay; Michele Petitti; Nancy Whitten; Kamuron Gurol

**Cc:** Ilene Stahl; Tom Melling; Rena Brady

**Subject:**

Public Comment regarding the proposed LID:

I want to express my concern over the City's proposed action related to LID's (Limited Impact Development). My understanding is that an ordinance is proposed which would allow higher density development in borders around sensitive areas in exchange for certain construction practices. I strongly believe the City should delay committing to increased density in these areas until other crucial steps have been completed. For one thing, the City's lawsuit with the State's Department of Ecology which deals with this issue needs to be settled. Also, the City is operating off the 1998 manual of surface water management rather than the updated, 2005 version. The City needs to update it's environmental ordinances before committing to increasing density in and around critical areas. It is my understanding that the ordinance under consideration would grant developers the "reward" of increased density in exchange for "limited impact development" when they might well be required to "limit impact development" without any "rewards" if the City simply brings current it's manuals and settles with the DOE.

I have lived in the Beaver Lake vicinity for over 25 years and believe our critical areas need vigilant protection. I also believe we must use the latest scientific knowledge regarding protecting the environment and our most precious resource, water, as we face the challenges of global warming.

Renagene Brady  
1304 - 251st Avenue SE  
Sammamish, WA 98075  
425-392-5059



## CITY COUNCIL AGENDA BILL

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**Subject:** Ordinance,  
Lake Washington School District 2008 Impact Fees

**Meeting Date:** September 16, 2008

**Date Submitted:** September 9, 2008

**Originating Department:** Community Development

**Action Required:** First reading, no action

**Clearances:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> <b>City Manager</b>      | <input type="checkbox"/> <b>Police</b>   |
| <input type="checkbox"/> <b>Public Works</b>                 | <input type="checkbox"/> <b>Fire</b>     |
| <input checked="" type="checkbox"/> <b>Building/Planning</b> | <input type="checkbox"/> <b>Attorney</b> |

**Exhibits:**

- A) Ordinance.  
(A copy of the *Capital Facility Plan* is available upon request.)

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**Budgeted Amount:** None.

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**Summary Statement:**

The Lake Washington School District No. 411 updated its Capital Facilities Plan in August of this year. The plan revises the school impact fees for year 2008. The adjustments are: single family dwelling, (SFR), \$6,492.00 and multi-family (MF) dwelling \$887.00.

**Background:**

The City has an agreement in place with the school district for the assessment of this fee for residential building permits. The SF dwelling fee was previously \$5,568.00. The MF dwelling fee was previously \$657.00.

**Financial Impact:**

None.

**Recommended Motion:**

First reading, no action required.

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2008-\_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON,  
ADOPTING THE LAKE WASHINGTON SCHOOL DISTRICT NO. 414  
IMPACT FEES FOR 2008.**

WHEREAS, Chapter 82.02 RCW authorizes the City to collect impact fees for public facilities which are addressed by a capital facilities plan element of a comprehensive plan adopted and revised in compliance with RCW 36.70A.070; and

WHEREAS, Section 24.15.020 of the Sammamish Municipal Code adopted the Lake Washington School District No. 414 capital facilities plan as a sub-element of the City's comprehensive plan; and

WHEREAS, Chapter 21A.105 of the Sammamish Municipal Code sets forth the administrative provisions applicable to the calculation, collection and adjustment of school impact fees on behalf of the school district; and

WHEREAS, the Lake Washington School District has submitted to the City the District's Capital Facilities Plan for 2008-2013, which establishes a revised impact fee schedule for single family housing units in the amount of \$6,492.00 per unit and for multifamily housing units in the amount of \$887.00 per unit;

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

**Section 1.** The City hereby adopts the Lake Washington School District No. 414 impact fees for single family housing units in the amount of be \$6,492.00 per unit and for multifamily housing units in the amount of \$887.00 per unit.

**Section 2. Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force beginning January 1, 2009.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_ DAY OF SEPTEMBER 2008.**

CITY OF SAMMAMISH

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Mayor Lee Felling

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk:

First Reading: September 16, 2008

Passed by the City Council:

Effective Date:



## CITY COUNCIL AGENDA BILL

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**Subject:** Ordinance,  
Issaquah School District 2008 Impact Fees

**Meeting Date:** September 16, 2008

**Date Submitted:** September 9, 2008

**Originating Department:** Community Development

**Action Required:** First reading, no action

**Clearances:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> <b>City Manager</b>      | <input type="checkbox"/> <b>Police</b>   |
| <input type="checkbox"/> <b>Public Works</b>                 | <input type="checkbox"/> <b>Fire</b>     |
| <input checked="" type="checkbox"/> <b>Building/Planning</b> | <input type="checkbox"/> <b>Attorney</b> |

**Exhibits:**

- A) Ordinance.  
(A copy of the *Capital Facility Plan* is available upon request.)

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**Budgeted Amount:** None.

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**Summary Statement:**

The Issaquah School District No. 411 updated its Capital Facilities Plan in August of this year. The plan revises the school impact fees for year 2008. The adjustments are: single family dwelling, (SFR), \$5,495.00 and multi-family (MF) dwelling \$806.00.

**Background:**

The City has an agreement in place with the school district for the assessment of this fee for residential building permits. The SF dwelling fee was previously \$6,021.00. The MF dwelling fee was previously \$948.00.

**Financial Impact:**

None.

**Recommended Motion:**

First reading, no action required.

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2008-\_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON,  
ADOPTING THE ISSAQUAH SCHOOL DISTRICT NO. 411 IMPACT  
FEES FOR 2008.**

WHEREAS, Chapter 82.02 RCW authorizes the City to collect impact fees for public facilities which are addressed by a capital facilities plan element of a comprehensive plan adopted and revised in compliance with RCW 36.70A.070; and

WHEREAS, Section 24.15.020 of the Sammamish Municipal Code adopted the Issaquah School District No. 411 capital facilities plan as a sub-element of the City’s comprehensive plan; and

WHEREAS, Chapter 21A.105 of the Sammamish Municipal Code sets forth the administrative provisions applicable to the calculation, collection and adjustment of school impact fees on behalf of the school district; and

WHEREAS, the Issaquah School District has submitted to the City the District’s Capital Facilities Plan for 2008 which establishes a revised impact fee schedule for single family housing units in the amount of \$5,495.00 per unit and for multifamily housing units in the amount of \$806.00 per unit;

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

**Section 1.** The City hereby adopts the Issaquah School District No. 411 impact fees for single family housing units in the amount of be \$5,495.00 per unit and for multifamily housing units in the amount of \$806.00 per unit.

**Section 2. Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force beginning January 1, 2009.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_ DAY OF SEPTEMBER 2008.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Lee Felling

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk:

First Reading: September 16, 2008

Passed by the City Council:

Effective Date: