

**CITY OF SAMMAMISH
CITY COUNCIL AGENDA
REGULAR MEETING
April 18, 2001**

Wednesday, April 18, 2001, 7:30 p.m., 486 228th Ave. N.E., City Hall Chambers

	<i>Approximate Time</i>
<u>CALL TO ORDER</u>	7:30 pm
<u>ROLL CALL/PLEDGE</u>	
1. Approval of Agenda	7:40 pm
2. Presentations/Proclamations	
3. Executive Session – If necessary	
4. Mayor/Council/Committee Reports	7:45 pm
5. Public Comment (For members of the public to speak to the Council regarding items <u>NOT</u> on the agenda. Please limit remarks to three minutes. Additional comments will be permitted before each ordinance is voted on)	8:10 pm
6. Consent Calendar	8:20 pm
a) Claims for period ending April 18, 2001 in the amount of <u>\$314,863.69</u>	
b) Payroll for pay period ending March 31, 2001/pay date April 5, 2001 in the amount of \$107,336.74.	
c) Minutes of April 4, 2001 Regular Meeting	
7. Public Hearing	8:25 pm
a) Stormwater Management Comprehensive Plan Adoption	
b) System Development Charges Increase	
c) Stormwater Rate Increase	
8. Unfinished Business	
a) Hardship Exception/Scindia	8:40 pm
b) Resolution: Final Plat Approval Trossachs Division 8 Subdivision	8:55 pm

9. New Business

- a) **Hardship Exception/Frates & Morgan** 9:05 pm
- b) **Hardship Exception/Hood Development** 9:10 pm
- c) **Hardship Exception/Moreland** 9:20 pm
- d) **Ordinance: First Reading Stormwater Management Comprehensive Plan** 9:30 pm
- e) **Ordinance: First Reading System Developer Charges** 9:35 pm
- f) **Ordinance: First Reading Stormwater Rate Increase** 9:40 pm
- g) **Resolution: Identifying year 2001 road overlay candidates** 9:45 pm
- h) **Interlocal: 2001 Overlay Program** 9:55 pm
- i) **Contract: Sidewalk Construction/Gray & Osborne** 10:00 pm
- j) **Contract: Drainage Design/CH2M Hill** 10:10 pm
- k) **Resolution: National Fire Protection Association Proposed Standards 1710 and 1720** 10:25 pm

City Manager Report 10:30 pm

10. ADJOURN 10:45 pm

AGENDA TOPICS - For Planning Purposes Only (Contact Clerk to Verify Dates)

APRIL			
Tue 4/11	7:30 pm	Study Session	MPS Fees
Wed 4/18	5:30 pm	Finance Committee	
Wed 4/18	7:30 PM	Regular Meeting	Public Hearing Surface Water Comprehensive Plan 4 Land Use Hardship exceptions Ordinance: First Reading adopting SW Comp Plan Ordinance: First Reading adopting System Developer Charges Resolution: Final Plat Trossachs Division 8 (tabled from 4/4) Resolution: Prohibiting excavation of streets for 2001 Overlay program Interlocal: 2001 Pavement Overlay Program Contract: Sidewalk Construction Design/Gray & Osborne Contract: CH2M Hill Drainage Design
Thurs 4/19	7:00 pm	Planning Advisory Board	Land Use Subcommittee
Mon 4/23	6:30 pm	PARC	
Tues 4/24	7:00 pm	Planning Advisory Board	Public Involvement Subcommittee
Wed 4/25	6:30 pm	Comm. Dev. Committee	
Wed 4/25	7:30 pm	Study Session	
Thurs 4/26	7:00 pm	Planning Advisory Board	Transportation Subcommittee
Mon 4/30	6:30 pm	PARC	Open House: Park, Rec & Open Space Comp Plan
MAY			
Tues 5/1	7 pm	Skate Park Design Workshop	Eastlake High School Commons
Wed 5/2	5:30 pm	Public Works Committee	
Wed 5/2	7:30 pm	Regular Meeting	Land Use Hardship Exception Ordinance: Second Reading SW Comp Plan Ordinance: Second Reading: System Developer Fees
Thurs 5/3	7:00 pm	Planning Advisory Board	
Wed 5/9	7:30 pm	Study Session	Privatization of Parks/Paul Guppy (V.P. Research) WA Institute of Policy Research
Tues 5/15	7:00 pm	Skate Park Design Workshop	Eastlake High School Commons
Wed 5/16	5:30 pm	Finance Committee	
Wed 5/16	7:30 pm	Regular Meeting	
Thurs 5/17	7:30 pm	Planning Advisory Board	Land Use Subcommittee
Mon 5/21	6:30 pm	PARC	Open House: Park & Rec and Open Space Comp Plan
Tues 5/22	7:00 pm	Planning Advisory Board	Public Involvement Subcommittee
Wed 5/23	6:30 pm	Community Dev. Com.	
Wed 5/23	7:30 pm	Study Session	
Thurs 5/24	7:00 pm	Planning Advisory Board	Transportation Subcommittee
Tues 5/29	7:00 pm	Skate Park Design Workshop	Eastlake High School
JUNE			
Wed 6/6	5:30 pm	Public Works Committee	
Wed 6/6	7:30 pm	Regular Meeting	
Thurs 6/7	7:00 pm	Planning Advisory Board	
Wed 6/13	7:30 pm	Study Session	
Mon 6/18	6:30 pm	PARC	
Wed 6/20	5:30 pm	Finance Committee	
Wed 6/20	7:30 pm	Regular Meeting	
Thurs 6/21	7:30 pm	Planning Advisory Board	Land Use Subcommittee
Tues 6/26	7:00 pm	Planning Advisory Board	Public Involvement Subcommittee
Wed 6/27	6:30 pm	Community Dev. Com.	
Wed 6/27	7:30 pm	Study Session	
Thurs 6/28	7:00 pm	Planning Advisory Board	Transportation Subcommittee

JULY			
Wed 7/4		<i>HOLIDAY</i>	
Wed 7/5	5:30 pm	Public Works Committee	
Wed 7/5	7:30 pm	Regular Meeting	Ordinance: First Reading Extension of Land Use Moratorium
Wed 7/11	7:30 pm	Study Session	
Mon 7/16	6:30 pm	PARC	
Wed 7/18	5:30 pm	Finance Committee	
Wed 7/18	7:30 pm	Regular Meeting	Ordinance: Second Reading Extension Land Use Moratorium
Thurs 7/19	7:30 pm	Planning Advisory Board	Land Use Subcommittee
Tues 7/24	7:00 pm	Planning Advisory Board	Public Involvement Subcommittee
Wed 7/25	6:30 pm	Com. Dev. Committee	
Wed 7/25	7:30 pm	Study Session	
AUGUST			
Wed 8/1	5:30 pm	Public Works Committee	
Wed 8/1	7:30 pm	Regular Meeting	
Thurs 8/2	7:00 pm	Planning Advisory Board	
Wed 8/8	7:30 pm	Study Session	
Mon 8/13	6:30 pm	PARC	
Wed 8/15	5:30 pm	Finance Committee	
Wed 8/15	7:30 pm	Regular Meeting	
Thurs 8/16	7:30 pm	Planning Advisory Board	Land Use Subcommittee
Tues 8/21	7:00 pm	Planning Advisory Board	Public Involvement Subcommittee
Wed 8/22	6:30 pm	Com. Dev. Committee	
Wed 8/22	7:30 pm	Study Session	
Thurs 8/23	7:00 pm	Planning Advisory Board	Transportation Subcommittee
SEPTEMBER			
Wed 9/5	5:30 pm	Public Works Committee	
Wed 9/5	7:30 pm	Regular Meeting	
Wed 9/12	7:30 pm	Study Session	
Mon 9/17	6:30 pm	PARC	
Wed 9/19	5:30 pm	Finance Committee	
Wed 9/19	7:30 pm	Regular Meeting	
Thurs 9/20	7:30 pm	Planning Advisory Board	Land Use Subcommittee
Tues 9/25	7:00 pm	Planning Advisory Board	Public Involvement Subcommittee
Wed 9/26	6:30 pm	Com. Dev. Committee	
Wed 9/26	7:30 pm	Study Session	
Thurs 9/27	7:00 pm	Planning Advisory Board	Transportation Subcommittee
Shared Use Agreement-Issaquah/LW SD			
Second Reading: Amendment to Chapter 16.82 Requirements for Clearing and Grading			
Second Reading: Civil Penalties for Clearing/Grading Violations			
Second Reading: Park, Recreation & Open Space Plan			

**CITY OF SAMMAMISH
CHRONOLOGICAL RESOLUTION LIST**

RESOLUTION NO.	DESCRIPTION OF RESOLUTION	ADOPTED	REPEALED	REPLACED BY
R2001-64	Travel Policy	21-Feb-01		
R2001-65	Purchasing Policy	21-Feb-01		
R2001-66	Columbia at Sammamish Highlands/Final Plat	07-Mar-01		
R2001-67	Street Excavation Prohibition for 228 th Phase 1b	21-Mar-01		
R2001-68	Sammamish Plateau Water & Sewer for Interlocal Agreement for 228 th Phase 1b	04-18-01 ?		
R2001-69	<i>Final Plat Approval Tressachs Division</i>	<i>4-18-01</i>		
R2001-70	<i>Identifying year 2001 road overlay candidates</i>	<i>4/18/01</i>		
R2001-71	<i>National Fire Protection Association proposed Standards</i>	<i>4/18/01</i>		
R2001-72				

Check: 3491	04/18/2001		
Vendor: AARENT2	AA Rentals - Issaquah	<u>Amount</u>	<u>Invoice No</u>
		77.83	
		77.84	

	Total for Check Number 3491:	155.67	
Check: 3492	04/18/2001		
Vendor: ACE	Ace Hardware, Inc.	<u>Amount</u>	<u>Invoice No</u>
		5.45	
		11.92	
		12.97	
		5.94	
		12.21	
		9.74	
		7.05	
		28.96	
		95.88	

	Total for Check Number 3492:	190.12	
Check: 3493	04/18/2001		
Vendor: ALLCITY	All City Fence Co.	<u>Amount</u>	<u>Invoice No</u>
		2,094.40	27078

	Total for Check Number 3493:	2,094.40	
Check: 3494	04/18/2001		
Vendor: ALPHA	Alpha One Corp	<u>Amount</u>	<u>Invoice No</u>
		5,082.48	19995

	Total for Check Number 3494:	5,082.48	
Check: 3495	04/18/2001		
Vendor: APAWA	APA Washington Chapter	<u>Amount</u>	<u>Invoice No</u>
		220.00	

	Total for Check Number 3495:	220.00	
Check: 3496	04/18/2001		
Vendor: APWA	American Public Works Assoc	<u>Amount</u>	<u>Invoice No</u>
		58.00	

	Total for Check Number 3496:	58.00	
Check: 3497	04/18/2001		
Vendor: ATT01	AT&T Wireless Services	<u>Amount</u>	<u>Invoice No</u>
		8.07	
		8.90	

	Total for Check Number 3497:	16.97	

Check: 3498	04/18/2001		
Vendor: BMC	BMC West	<u>Amount</u>	<u>Invoice No</u>
		386.97	2316373

	Total for Check Number 3498:	386.97	
Check: 3499	04/18/2001		
Vendor: BUDCLARY	Bud Clary Chev Jeep Eagle	<u>Amount</u>	<u>Invoice No</u>
		23,653.30	5520

	Total for Check Number 3499:	23,653.30	
Check: 3500	04/18/2001		
Vendor: CBOTHA	Celeste Botha	<u>Amount</u>	<u>Invoice No</u>
		386.01	2114-1
		295.84	2115-1

	Total for Check Number 3500:	681.85	
Check: 3501	04/18/2001		
Vendor: CORPEX	Corporate Express	<u>Amount</u>	<u>Invoice No</u>
		74.26	31618550
		134.51	31855150
		110.62	31924610
		24.93	31924660
		134.53	31959710
		63.98	31723020
		13.38	31634942
		13.57	31943040
		308.07	31961540
		29.35	31723021
		60.16	31961270
		55.16	31849270
		2.93	31618551
		56.11	31961490
		11.34	31690950
		198.19	31959760
		722.84	31869250

	Total for Check Number 3501:	2,013.93	
Check: 3502	04/18/2001		
Vendor: COUCH	John Couch	<u>Amount</u>	<u>Invoice No</u>
		2,990.65	2

	Total for Check Number 3502:	2,990.65	
Check: 3503	04/18/2001		
Vendor: CRAN	GORDON CRANDALL	<u>Amount</u>	<u>Invoice No</u>
		2,513.01	

	Total for Check Number 3503:	2,513.01	
Check: 3504	04/18/2001		
Vendor: CRISIS	Crisis Clinic	<u>Amount</u>	<u>Invoice No</u>
		13.00	

	Total for Check Number 3504:		13.00
Check: 3505	04/18/2001		
Vendor: CWA	CWA Consultants	<u>Amount</u>	<u>Invoice No</u>
		13,546.91	01-156

	Total for Check Number 3505:		13,546.91
Check: 3506	04/18/2001		
Vendor: DAVILA	Gail Davila	<u>Amount</u>	<u>Invoice No</u>
		65.65	
		23.11	

	Total for Check Number 3506:		88.76
Check: 3507	04/18/2001		
Vendor: DROLL	Robert W. Droll	<u>Amount</u>	<u>Invoice No</u>
		6,189.00	00178-02

	Total for Check Number 3507:		6,189.00
Check: 3508	04/18/2001		
Vendor: DUFFORD	PHILIP DUFFORD	<u>Amount</u>	<u>Invoice No</u>
		5,940.00	

	Total for Check Number 3508:		5,940.00
Check: 3509	04/18/2001		
Vendor: EARTH	Earth Tech, Inc.	<u>Amount</u>	<u>Invoice No</u>
		3,712.10	42228-161242

	Total for Check Number 3509:		3,712.10
Check: 3510	04/18/2001		
Vendor: EDAW	Edaw, Inc.	<u>Amount</u>	<u>Invoice No</u>
		1,963.65	10309

	Total for Check Number 3510:		1,963.65
Check: 3511	04/18/2001		
Vendor: FIRSTUSA	First USA Financial Services	<u>Amount</u>	<u>Invoice No</u>
		245.00	
		469.00	

	Total for Check Number 3511:		714.00
Check: 3512	04/18/2001		
Vendor: FORD	Ford Graphics, Inc.	<u>Amount</u>	<u>Invoice No</u>
		5,426.99	2034901
		450.98	2034909
		15.17	2034621
		217.07	2034896
		1,466.05	2034619
		2,971.14	1167048A
		8,694.30	1167047A
		1,713.75	1167050A
		250.49	1167043A

-2.70
-4,456.07

Total for Check Number 3512: 16,747.17

Check: 3513	04/18/2001		
Vendor: FRANCO	Francotyp-Postalia, Inc	<u>Amount</u>	<u>Invoice No</u>
		27.15	027969

Total for Check Number 3513: 27.15

Check: 3514	04/18/2001		
Vendor: FRANCO2	U. S. Postal Service/ Francotyp-Postalia Teleset	<u>Amount</u>	<u>Invoice No</u>
		1,000.00	

Total for Check Number 3514: 1,000.00

Check: 3515	04/18/2001		
Vendor: GILMOR	Ray Gilmore	<u>Amount</u>	<u>Invoice No</u>
		90.35	

Total for Check Number 3515: 90.35

Check: 3516	04/18/2001		
Vendor: GRAYOS	Gray & Osborne, Inc.	<u>Amount</u>	<u>Invoice No</u>
		162.43	00610.00-7
		46.95	01485.00-1
		583.50	01486.00-1
		264.13	00715.00-3
		44.02	00623.01-2
		502.26	00623.00-7
		111.78	00740.00-4
		187.54	00738.00-3
		46.95	01494.00-1
		328.69	01487.00-1
		684.18	01480.00-1
		1,129.93	00689.00-5
		1,129.93	00689.00-5
		968.51	00689.00-5
		9,582.48	00537.00-7
		46.95	01488.00-1

Total for Check Number 3516: 15,820.23

Check: 3517	04/18/2001		
Vendor: INCA	Inca Engineers, Inc.	<u>Amount</u>	<u>Invoice No</u>
		2,916.75	25497

Total for Check Number 3517: 2,916.75

Check: 3518	04/18/2001		
Vendor: ISSJAIL	Issaquah City Jail	<u>Amount</u>	<u>Invoice No</u>
		1,155.00	ICJ SM10003

Total for Check Number 3518: 1,155.00

Check: 3519	04/18/2001		
Vendor: JSWEST	JS Western	<u>Amount</u>	<u>Invoice No</u>
		75.00	
		75.00	

	Total for Check Number 3519:	150.00	
Check: 3520	04/18/2001		
Vendor: KENYON	Kenyon Dornay Marshall PLLC	<u>Amount</u>	<u>Invoice No</u>
		8,087.74	2026
		6,166.04	2027
		1,544.72	2028
		899.00	2029
		682.00	2030
		8,840.90	2031

	Total for Check Number 3520:	26,220.40	
Check: 3521	04/18/2001		
Vendor: KINGFI	King County Finance A/R	<u>Amount</u>	<u>Invoice No</u>
		64.37	1027697
		2,256.61	1024522
		64.37	1027697

	Total for Check Number 3521:	2,385.35	
Check: 3522	04/18/2001		
Vendor: KINGJO	King County Journal Newspapers	<u>Amount</u>	<u>Invoice No</u>
		259.39	
		68.75	
		215.63	
		531.27	

	Total for Check Number 3522:	1,075.04	
Check: 3523	04/18/2001		
Vendor: MAILPO	Mail Post	<u>Amount</u>	<u>Invoice No</u>
		138.79	
		13.88	
		82.36	
		4.85	
		419.90	
		14.43	
		322.76	
		219.92	
		330.57	
		208.95	
		427.10	
		74.39	
		83.35	
		365.06	
		23.89	
		8.42	

	Total for Check Number 3523:	2,738.62	

Check: 3524	04/18/2001		
Vendor: MOBILE	Mobile Mini, Inc	<u>Amount</u>	<u>Invoice No</u>
		334.66	42431208

	Total for Check Number 3524:	334.66	
Check: 3525	04/18/2001		
Vendor: MRT	Mr. T's Trophies	<u>Amount</u>	<u>Invoice No</u>
		61.77	

	Total for Check Number 3525:	61.77	
Check: 3526	04/18/2001		
Vendor: OFFDEP	Office Depot	<u>Amount</u>	<u>Invoice No</u>
		217.19	975034052000
		92.66	975023934000
		52.08	975014561000
		65.15	975013462000
		81.43	975013462000

	Total for Check Number 3526:	508.51	
Check: 3527	04/18/2001		
Vendor: OILCAN	Oil Can Henry's	<u>Amount</u>	<u>Invoice No</u>
		32.63	2854685

	Total for Check Number 3527:	32.63	
Check: 3528	04/18/2001		
Vendor: PACMAIL	Pacific Mailing & Shipping	<u>Amount</u>	<u>Invoice No</u>
		42.09	987775

	Total for Check Number 3528:	42.09	
Check: 3529	04/18/2001		
Vendor: PG&P	Palmer Groth & Pietka, Inc.	<u>Amount</u>	<u>Invoice No</u>
		250.00	S00-472

	Total for Check Number 3529:	250.00	
Check: 3530	04/18/2001		
Vendor: PSFOA	Puget Sound Finance Officers	<u>Amount</u>	<u>Invoice No</u>
		80.00	

	Total for Check Number 3530:	80.00	
Check: 3531	04/18/2001		
Vendor: RABANC	Rabanco Connections	<u>Amount</u>	<u>Invoice No</u>
		39.00	195-000313190
		148.11	195-000313190
		148.11	195-000313190

	Total for Check Number 3531:	335.22	
Check: 3532	04/18/2001		
Vendor: REEVE	Carter Reeve	<u>Amount</u>	<u>Invoice No</u>
		90.02	

		90.03	

	Total for Check Number 3532:	180.05	
Check: 3533	04/18/2001		
Vendor: REGENC	Regency Realty Corp.	<u>Amount</u>	<u>Invoice No</u>
		856.78	
		-128.69	

	Total for Check Number 3533:	728.09	
Check: 3534	04/18/2001		
Vendor: SAM	Sammamish Plateau Water Sewer	<u>Amount</u>	<u>Invoice No</u>
		230.32	2000-410

	Total for Check Number 3534:	230.32	
Check: 3535	04/18/2001		
Vendor: SEATIM	Seattle Times	<u>Amount</u>	<u>Invoice No</u>
		35.10	
		2,522.00	

	Total for Check Number 3535:	2,557.10	
Check: 3536	04/18/2001		
Vendor: SHELL	Shell Oil Company	<u>Amount</u>	<u>Invoice No</u>
		175.51	
		131.20	
		131.20	

	Total for Check Number 3536:	437.91	
Check: 3537	04/18/2001		
Vendor: SIGNSO	Sign Source	<u>Amount</u>	<u>Invoice No</u>
		705.90	10445

	Total for Check Number 3537:	705.90	
Check: 3538	04/18/2001		
Vendor: SSUG	Springbrook Soft Users Group	<u>Amount</u>	<u>Invoice No</u>
		160.00	

	Total for Check Number 3538:	160.00	
Check: 3539	04/18/2001		
Vendor: SUMMIT	Summit Family Pancake House, I	<u>Amount</u>	<u>Invoice No</u>
		496.28	2001-025

	Total for Check Number 3539:	496.28	
Check: 3540	04/18/2001		
Vendor: TUMPOL	Tumwater Police Guild	<u>Amount</u>	<u>Invoice No</u>
		80.00	60

	Total for Check Number 3540:	80.00	

Check: 3541	04/18/2001		
Vendor: UNIFIRST	UniFirst Corp	<u>Amount</u>	<u>Invoice No</u>
		17.92	330 0077467
		20.91	330 0077467
		20.91	330 0077467
		17.92	330 0078253
		20.91	330 0078253
		20.91	330 0078253

	Total for Check Number 3541:	119.48	
Check: 3542	04/18/2001		
Vendor: VECA	Veca Electric Co., Inc.	<u>Amount</u>	<u>Invoice No</u>
		557.04	5461

	Total for Check Number 3542:	557.04	
Check: 3543	04/18/2001		
Vendor: VERIZNW	Verizon Northwest	<u>Amount</u>	<u>Invoice No</u>
		1,783.95	
		156.17	
		-30.00	

	Total for Check Number 3543:	1,910.12	
Check: 3544	04/18/2001		
Vendor: WADIS	State of Wa Dept of Info Syste	<u>Amount</u>	<u>Invoice No</u>
		2,473.12	086948
		11,002.52	087477

	Total for Check Number 3544:	13,475.64	
Check: 3545	04/18/2001		
Vendor: WALDRO	Waldron Resources	<u>Amount</u>	<u>Invoice No</u>
		2,826.25	WRO1-182
		2,870.00	WRO1-204
		1,190.70	WRO1-186

	Total for Check Number 3545:	6,886.95	
Check: 3546	04/18/2001		
Vendor: WAWARDS	Washington Awards	<u>Amount</u>	<u>Invoice No</u>
		107.20	31353

	Total for Check Number 3546:	107.20	
Check: 3547	04/18/2001		
Vendor: WESTBANK	Western Bank	<u>Amount</u>	<u>Invoice No</u>
		3,630.00	

	Total for Check Number 3547:	3,630.00	
Check: 3548	04/18/2001		
Vendor: WESTWAT	Westwater Construction Co	<u>Amount</u>	<u>Invoice No</u>
		68,970.00	

	Total for Check Number 3548:	68,970.00	

Check: 3549
Vendor: WILSON

04/18/2001
Michael Wilson

Amount
4,328.00

Invoice No

Total for Check Number 3549:

4,328.00

Total for Accounts Payable Check Run:

249,755.79

①

249,755.79

① 2118.86

① 20,950.00

① 41,222.90

314,047.55

		<u>Amount</u>	<u>Invoice No</u>
Check: 3486	04/06/2001		
Vendor: WALIC	Wa State Dept of Licensing	741.60	
		741.60	
		635.66	

	Check total:	2,118.86	

	Total for Accounts Payable Check Run:	2,118.86	

Check: 3487	04/06/2001		
Vendor: ADAMS	Adams Russell & kim	<u>Amount</u>	<u>Invoice No</u>
		950.00	

	Total for Check Number 3487:	950.00	
Check: 3488	04/06/2001		
Vendor: SWAN	Robert Swan	<u>Amount</u>	<u>Invoice No</u>
		20,000.00	042406-9131

	Total for Check Number 3488:	20,000.00	

	Total for Accounts Payable Check Run:	20,950.00	

Check: 3474	04/05/2001		
Vendor: AWCMED	AWC Employee BenefitsTrust	<u>Amount</u>	<u>Invoice No</u>
		13,225.02	

	Total for Check Number 3474:	13,225.02	
Check: 3475	04/05/2001		
Vendor: CARDINAL	Cardinal Heating & A/C	<u>Amount</u>	<u>Invoice No</u>
		9.20	

	Total for Check Number 3475:	9.20	
Check: 3476	04/05/2001		
Vendor: ICMA401	ICMA	<u>Amount</u>	<u>Invoice No</u>
		8,277.57	

	Total for Check Number 3476:	8,277.57	
Check: 3477	04/05/2001		
Vendor: ICMA457	ICMA	<u>Amount</u>	<u>Invoice No</u>
		8,102.63	

	Total for Check Number 3477:	8,102.63	
Check: 3478	04/05/2001		
Vendor: INFORM	Inform Inc.	<u>Amount</u>	<u>Invoice No</u>
		597.70	10014104

	Total for Check Number 3478:	597.70	
Check: 3479	04/05/2001		
Vendor: NATION	Nationwide 457	<u>Amount</u>	<u>Invoice No</u>
		100.00	

	Total for Check Number 3479:	100.00	
Check: 3480	04/05/2001		
Vendor: QUALIFE	Quality of Life Promotions	<u>Amount</u>	<u>Invoice No</u>
		82.36	

	Total for Check Number 3480:	82.36	
Check: 3481	04/05/2001		
Vendor: REEVE	Carter Reeve	<u>Amount</u>	<u>Invoice No</u>
		90.95	

	Total for Check Number 3481:	90.95	
Check: 3482	04/05/2001		
Vendor: RPM	RPM	<u>Amount</u>	<u>Invoice No</u>
		200.00	

	Total for Check Number 3482:	200.00	

Check: 3483	04/05/2001		
Vendor: SAMM	City of Sammamish	<u>Amount</u>	<u>Invoice No</u>
		16.70	
		5.20	
		21.71	
		1.94	
		9.86	
		26.62	
		10.85	
		47.82	
		5.41	
		4.00	
		16.97	
		5.00	
		9.07	

	Total for Check Number 3483:	181.15	
Check: 3484	04/05/2001		
Vendor: SEAWARD	Ron Seaward	<u>Amount</u>	<u>Invoice No</u>
		283.66	

	Total for Check Number 3484:	283.66	
Check: 3485	04/05/2001		
Vendor: WADRS	Wa State Dept of Retirement Sy	<u>Amount</u>	<u>Invoice No</u>
		10,072.66	

	Total for Check Number 3485:	10,072.66	

	Total for Accounts Payable Check Run:	41,222.90	

**City of Sammamish
City Council Minutes
Regular Meeting
April 4, 2001**

Mayor Troy Romero called the regular meeting of the Sammamish City Council to order at 7:30 pm.

Councilmembers present: Mayor Troy Romero, Deputy Mayor Ken Kilroy, Councilmembers Jack Barry, Phil Dyer, Don Gerend, Ron Haworth and Kathleen Huckabay.

Staff present: City Manager Ben Yazici, Director of Public Works John Cunningham, Director of Community Development Ray Gilmore, Police Chief Dick Baranzini, Fire Administrator John K. Murphy, City Attorney Bruce Disend, Parks Manager Jeff Watling, Administrative Assistant Gail Davila and City Clerk Melonie Anderson.

Roll Call/Pledge

Roll was called. Councilmember Huckabay led the pledge.

1. Approval of Agenda

MOTION: Councilmember Haworth moved to amend the agenda by placing the Executive Session for Property Acquisition to the end of the agenda. Deputy Mayor Kilroy seconded. Motion passed unanimously 7-0.

MOTION: Deputy Mayor Kilroy moved to amend the agenda by adding Item #2b Police Officer of the Year award to the agenda under presentations. Councilmember Haworth seconded. Motion passed unanimously 7-0.

MOTION: Deputy Mayor Kilroy moved to amend the agenda by adding under Item 4 Park and Recreation Commission Appointment approval. Councilmember Dyer seconded. Motion passed unanimously 7-0.

Agenda was approved as amended unanimously 7-0.

2. Introduction and Presentations

- a) Presentation: Award of Appreciation to the Washington State Public Works Board and Executive Director Pete Butkus.

City Manager Ben Yazici presented Executive Director Pete Butkus a City Plaque in appreciation of his work in securing for Sammamish \$10,000,000 in Public Works funds for Phase 1b of the 228th Street transportation improvement project.

b) Police Officer Of the Year

Chief Baranzini presented School Resource Officer Stan Chapin (Eastlake High School) and School Resource Officer Ken Williams with the Co-Officer of the Year award.

4. Mayor/Council/Committee Reports

- *Planning Advisory Board Quarterly Update:* Board Member John Rose gave the Quarterly Report. Three subcommittees have been formed: land use, transportation and public involvement. The Board has begun to work with Edaw Consultants to initiate the Comprehensive Plan. Presentations will be made to local groups and the city in general, explaining the purpose of the Comprehensive Plan.
- *Park & Recreation Commission Quarterly Update:* Commission Member John Rossi gave the update. The Commission has presented the Parks, Recreation and Open Space Plan to Council for review. They are working on an implementation strategy for the Plan. Work is being done to develop joint interlocal agreements with other cities for recreation opportunities. Facilities will be upgraded at NE Sammamish Park, East Sammamish Park and Pine Lake Park. Work has begun on the skate park project. The Commission is sponsoring two Open Houses to discuss the Parks, Recreation and Open Space Comprehensive Plan on April 30th and May 21st.

MOTION: Councilmember Kilroy moved to approve the appointment of Chris Lairdley to fill the vacancy on the Parks & Recreation Commission. Councilmember Haworth seconded. Motion passed unanimously 7-0.

- *Youth Commission Task Force:* Student Liaison Lin Yang gave the report. The formation of the Commission is his Senior Project. He recognized the members of the Task Force: Mary Vinuelas, Kayla Villnow, Josh Dover, Jared Jobe (from Skyline H.S.), Atequa Khaki, Katie Ahern, Elliot Eastman, James Leo (from Eastlake H.S.) Paul Bordeur, PARC member, Cherry O'Niel, Adult volunteer and Jeff Watling, Parks Manager. The task force is recommending Council give approval for the formation of the Commission. Operational guidelines have been developed. Application forms will be distributed to all the schools within the next month.
- *Public Safety Committee (Councilmember Haworth):* Attended a meeting at Evergreen Hospital concerning funding for Medic One services. Evergreen Hospital will continue to fund Medic One but is looking to form partnerships with local Fire Departments to develop a Fire Department-based program.
- *Community Development Committee (Councilmember Barry):* The committee met with local real estate agents to discuss the City's sign issues. They will work with the City to help develop a sign ordinance, which will be presented to Council later in the year.
- *Finance Committee (Councilmember Huckabay):* Attended the WRIA 8 meeting. A management committee is being formed comprised of seven cities member cities.
- *Eastlake Sammamish Trail Design Workshop (Councilmember Dyer):* The workshops will be on April 6th from 1:00 pm to 6:00 pm and April 7th from 10:00 am to 5:00 pm.

- *Public Works* (Councilmember Gerend): The committee received comments and concerns from the public regarding the design of 228th Avenue Phase 1b. Councilmember Gerend recommends changing the design of 228th Avenue Phase 1b to accommodate the public requests. He requested staff to research what changes could be made. He also attended the Puget Sound Regional Council meeting last week. He asked staff to review the proposed Destination 2030 index and add Sammamish projects to the plan before it is adopted.
- *Eastlake High School Report* (Lin Yang): Mr. Eastlake program was a great success.
- *Skyline High School Report* (Mary Vinuelas): The school had a campus clean up last week. There will be a dance on Friday.
- *Mayors Report*: The Mayor reported he was the emcee for the Mr. Eastlake program. He represented the City at the Eastlake Little League Parade. The Family Summit was a great success. He requested further discussion of the Family Summit process be a Study Session topic for Council. Council goals are posted in Council Chambers as a result of the March 10, 2001 Council Retreat.

Councilmember Huckabay requested the Public Works Committee and staff draft a letter in support of express bus service for the plateau.

5. Public Comment

John Galvin, 432 228th Avenue SE, Representing the Skyline Eastlake Corridor Neighborhood Association. He expressed concern over the future zoning along this corridor.

Jack Rodgers, 22708 SE 22nd Place, Expressed concerns about access in the design of 228th Avenue Phase 1b. The median design prohibits immediate access to driveways.

Nancy Whitten, PO Box 1294, Issaquah, WA, Feels the residents along 228th Avenue Phase 1b have not been given sufficient notice or opportunities to comment regarding the design of the project. She requested delay of the median until residents have time to give input.

Steve Stevlingson, 24938 Redmond-Fall City Highway, Representing the Sammamish Plateau Water & Sewer. He announced the district is imposing restrictions on water consumption that is one step short of mandatory.

Tom Harman, 2302 West Beaver Lake Drive, Presented some water conservation devices to Council.

Chuck Dalton, 23117 NE Main Street, Concerned about development activity occurring along the 228th Street corridor. He does not want to see residential neighborhoods mixed with commercial.

Tim Clark, 22808 SE 1st Street, Concerned about the future zoning along 228th Avenue corridor.

6. **Consent Calendar**

- a) **Claims for period ending April 4, 2001 in the amount of \$1,056,966.95**
- b) **Minutes of March 7, 2001 Regular Meeting**
- c) **Minutes of March 21, 2001 Regular Meeting**

MOTION: Councilmember Huckabay moved to approve the Consent Calendar. Councilmember Haworth seconded. Motion passed unanimously 7-0.

Council recessed from 9:05 pm to 9:15 pm.

7. **Unfinished Business**

a) **Hardship Exception/Scindia**

This request for hardship was tabled by Council at a previous meeting to allow the applicant to provide additional information regarding the exception request. The owners of the property are in immediate foreclosure to the Sammamish Plateau Water & Sewer district. If they are not allowed to short plat and sell their property, they will have to file for bankruptcy.

Councilmember Gerend said this exception does not qualify for a hardship. Councilmember Huckabay does not feel that granting this exception will solve their problems. Selling the property as is could pay off the money the applicants owe. The City should not have to bail the applicants out of financial difficulties. Councilmember Dyer believes the large nature of the lots will fit in with the surrounding area. Mayor Romero believes the applicant has issues with the water & sewer district and would like to see them work out their problems without city help. Councilmember Huckabay said. Council should not be approving these exceptions on a parcel by parcel basis. These exceptions should not be granted until the Planning Advisory Board has had time to complete the comprehensive land use plan for the City as a whole.

MOTION: Councilmember Barry moved to grant the hardship exception to the land use moratorium. Deputy Mayor Kilroy seconded.

MOTION: Councilmember Huckabay moved to table this item to the next meeting. Councilmember Haworth seconded. Motion to table failed 3-4 with Councilmembers Barry, Dyer, Haworth, and Deputy Mayor Kilroy dissenting.

MAIN MOTION: Main motion to grant the exception requested by Scindia failed 3-4 with Councilmember Gerend, Haworth, Huckabay and Mayor Romero dissenting.

MOTION: Councilmember Dyer moved to reconsider this exception at the next regular meeting. Deputy Mayor Kilroy seconded. Motion passed 5-2 with Councilmembers Huckabay and Gerend dissenting.

8. New Business

a) Hardship Exception/21407 SE 20th Street (Taylor/Paganelli)

Community Development Director Ray Gilmore gave the staff report. This exception request is for a two-lot short plat. The project is located at 21407 SE 20th Street. They believe they would have qualified for a categorical exception under the old moratorium. Their water certificates will expire in August.

Councilmember Gerend believes this request is similar to other exceptions that have been granted due to being qualified when they started the process and having the moratorium rules changed. Mayor Romero believes the applicant should be granted the exception because their water rights will expire before the moratorium does. Deputy Mayor Kilroy concurred.

MOTION: Councilmember Haworth moved to grant the hardship exception to the land use moratorium. Deputy Mayor Kilroy seconded. Motion carried unanimously 7-0.

b) Resolution: Final Plat Approval Trossachs Division 8 Subdivision

City Attorney Bruce Disend explained that this is a project that was granted preliminary plat approval under King County. A letter has been submitted stating the developer has met all the conditions set by the County for final plat approval. Under these circumstances the Council is required to grant final plat approval.

MOTION: Councilmember Barry moved to grant final plat approval to Trossachs Division 8 Subdivision. Deputy Mayor Kilroy seconded.

Councilmember Huckabay raised the issue that all MPS fees for this plat have already been paid to the County and will not be forwarded on to the City. She believes that since the money is not forwarded to the City, the money is not being spent on specific Sammamish projects. Councilmember Dyer said this has been a long-standing problem the City has experienced with the County.

Councilmember Gerend said the County is not doing an adequate job of ensuring that surface water is being returned to the aquifer by requiring the use of porous materials and encouraging percolation of ground water.

MOTION: Councilmember Huckabay moved to table this item until the next regularly scheduled meeting. Councilmember Dyer seconded. Motion passed 4-3 with Councilmembers Barry, Haworth and Deputy Mayor Kilroy dissenting.

Council recessed from 9:58 pm to 10:00 pm.

Mr. Disend said that all plats must be approved within 30 days of filing for final approval.

- c) **Resolution/Interlocal: Sammamish Plateau Water & Sewer District for installation of water and sewer utilities in conjunction with 228th Avenue transportation improvement project.**

Public Works Director John Cunningham gave the staff report. This interlocal outlines the roles and responsibilities of each party. It also specifies the district's share of the cost of this improvement project.

MOTION: Councilmember Haworth moved to adopt a Resolution granting authority for the City Manager to enter in an Interlocal agreement with the Sammamish Plateau Water & Sewer District for the installation of water and sewer utilities in conjunction with 228th Avenue Phase 1b transportation improvement project. Councilmember Dyer seconded. Motion passed unanimously 7-0.

- d) **Contract: Award bid for construction of 228th Avenue transportation improvement project Phase 1b.**

Mr. Cunningham gave the staff report. Staff is recommending awarding the bid to Mid Mountain Construction. Their low bid is within 3% of the engineer's estimates. Background checks have been performed and there is nothing that would disqualify the low bidder.

MOTION: Councilmember Huckabay moved to award the construction bid for 228th Avenue Phase 1b transportation project to Mid Mountain Construction. Councilmember Haworth seconded. Motion passed unanimously 7-0.

- e) **Contract: Supplemental Agreement for Construction Management of 228th Avenue transportation improvement project/Inca Engineers**

Mr. Cunningham gave the staff report. This contract is a supplemental agreement for construction management of 228th Avenue Phase 1b with Inca Engineers.

Mayor Romero left the meeting at 10:25 pm. Deputy Mayor Kilroy assumed Chair of the meeting.

MOTION: Councilmember Barry moved to authorize the City Manager to sign the supplemental agreement with Inca Engineering for construction management services on the 228th Avenue Phase 1b project. Councilmember Huckabay seconded. Motion passed unanimously 6-0.

- f) **Contract: Amendment for Skate Park Design/Droll & Associates**

Parks Manager Jeff Watling gave the staff report. This amendment is for design, bidding and construction management of a skate park. Droll & Associates are currently involved in designing new facilities for Pine Lake Park. There will be three public workshops during the design phase of the project.

MOTION: Councilmember Dyer moved to authorize the City Manager to sign an amendment to the contract with Droll & Associates for skate park design. Councilmember Gerend seconded. Motion passed unanimously 6-0.

g) Contract: Inglewood Hill Road/216th Avenue NE Intersection Improvements/Gray & Osborne

Mr. Cunningham gave the staff report. This contract is for engineering analysis recommending options for traffic control at the intersection. There will be public meetings before a design is decided upon and one-on-one meetings with property owners who will be directly affected before any work takes place.

MOTION: Councilmember Gerend moved to authorize the City Manager to sign a contract with Gray & Osborne for design services for the intersection at Inglewood Hill Road and 216th Avenue NE. Councilmember Dyer seconded. Motion passed unanimously 6-0.

h) Contract: Employment Agreement/Finance Director

Mr. Yazici gave the staff report. The staff is recommending hiring Lyman Howard to be the Finance Director. The proposed contract is within the personnel guidelines.

MOTION: Councilmember Haworth moved to authorize the City Manager to sign a contract with Lyman Howard as Finance Director. Councilmember Huckabay seconded. Motion passed unanimously 6-0.

i) Approval: Personnel Positions

Mr. Yazici explained the requested personnel positions. The three positions recommended are (1) changing the title of the Administrative Services Director to Assistant City Manager. (2) Replace the position of Communication/Public Information Officer with Executive Secretary to the City Manager and City Council. (3) Salary/Grade adjustment for the Transportation Manager

MOTION: Councilmember Haworth moved to approve the recommended personnel positions. Councilmember Huckabay seconded. Motion passed unanimously 6-0.

j) Approval: Code Enforcement Officer Position

Mr. Yazici gave the staff recommendation. In an effort to satisfy the community request for increase code enforcement, staff is recommending hiring a Code Enforcement Office.

MOTION: Councilmember Haworth moved to approve the Code Enforcement Officer position. Councilmember Huckabay seconded. Motion passed unanimously 6-0.

9. City Manager Report (No report)

3. Executive Session-Property Acquisition

Executive session began at 10:50 pm and ended at 11:20 pm

10. Adjournment – Deputy Mayor Kilroy adjourned the meeting at 11:30 pm

Melonie Anderson, City Clerk

H. Troy Romero, Mayor

City of Sammamish Stormwater Management Comprehensive Plan

Executive Summary

As a recently incorporated city, the City of Sammamish now has many additional regulatory and public responsibilities. One of these is the development of a Stormwater Management Comprehensive Plan, as mandated by the Puget Sound Water Quality Management (PSWQM) Plan. This Stormwater Management Comprehensive Plan has been developed to meet the regulatory requirements of the Growth Management Act, the National Pollutant Discharge Elimination System (NPDES) Phase II Rule, and the PSWQM Plan. This plan is also an important tool that the City can use for day-to-day operations and as a public reference document. In addition to addressing regulatory issues, this plan addresses protection of property from flooding and erosion, identifies health and safety issues related to water resources, and presents recommendations for the preservation of environmental and aesthetic benefits to the community. Discussions of system inventory needs and analysis of drainage and water quality issues are followed by a facilities maintenance program and a 6-year capital improvement program. A stormwater utility rate analysis and a system development charge determination were performed for this plan. The explanation of these analyses and recommendations are followed by a section that contains comprehensive stormwater management code and policy.

Section 1: System Inventory and Drainage Network Basemap

Concurrent with the development of the City's Stormwater Management Comprehensive Plan, the Sammamish Plateau Water and Sewer District (SPWSD) began creating a drainage system inventory and drainage network basemap for the City. As of the completion date of this report, the system maps and database are still being developed. This section of the plan describes the inventory collection methodology and the final product that is expected from the SPWSD.

This section also includes a map that shows drainage subbasins and a map that shows sensitive areas. The sensitive areas map shows the approximate boundaries of floodplains, wetlands, erosion hazards, and landslide hazards.

An inventory of the constructed drainage system was conducted by the King County Surface Water Management (KCSWM) and Roads Maintenance Divisions in the mid 1990s. The data were collected using Global Positioning System (GPS) technology and copies of "as-built" storm drainage plans developed by consulting firms that performed work in the area. (The request for "as-built" plans did not yield much information.) The information from these sources covers approximately one-third of the current area of the City. To obtain more data, the City and SPWSD jointly hired a contractor to update the drainage inventory

information. The data are being collected using van-based videography techniques, in which a specially equipped van travels at normal traffic speed along designated roads using continuous S-VHS video recording to acquire data about the pavement surface and road shoulder. This method also allows for collection of coordinates data and identification of drainage structures within the roadway. SPWSD recently completed the fieldwork for this data collection effort and expects the processed data to be returned from the consultant in mid-March. After receiving the data, SPWSD will process the data and enter it into the ArcInfo geographic information system (GIS).

Field data from the contractor will be supplemented with information obtained from as-built plans, where available, from private engineering firms, and from King County. Using backpack-mounted receivers, SPWSD staff will inventory off-road facilities, such as easements, retention/detention facilities, streams, and culverts on foot.

A database of the constructed drainage system will be built within the ArcInfo environment to be used for modeling, maintenance tracking, in-field assessments, preliminary analysis and design, and general mapping purposes. It is estimated that the GIS database will be completed by the third quarter of 2001. Examples of the data that might be contained in the final database include: identification number; map section; data source; facility type; material type and size; rim elevation; invert elevation; pipe orientation; pipe length and diameter; orifice details; and overflow information.

The drainage network basemap and database will provide the City with the basis for an ongoing storm drain mapping program. As field maintenance operations continue, more detailed surveys of some areas might be necessary, and new development and capital improvement projects will provide additional information. Such information can easily be incorporated into the GIS map and database, especially when developers submit information in electronic format.

To ensure that field conditions are accurately represented, City and SPWSD staff time should be allocated specifically to update and maintain the GIS and database system. It is also recommended that personnel in the field use laptop or pocket-computer-based mapping applications to view or update databases. Some of the data, along with other City data sets (e.g., zoning and location of public services and facilities), can be made available to the public over the internet. Therefore, it is recommended that mapping of the drainage system be coordinated with other City information systems through a comprehensive information planning effort.

Section 2: Evaluation of Surface Water Modeling Needs

Hydrologic analyses of four drainage basins within the City were conducted by KCSWM as part of the East Lake Sammamish Basin and Nonpoint Action Plan (KCSWM, 1992). The analyses covered the Inglewood, Thompson, Pine Lake, and Laughing Jacobs Basins. KCSWM also conducted an analysis of the Evans Creek Basin as part of the Bear Creek Basin Plan (KCSWM, 1990). No detailed modeling of the City portions of the Issaquah Creek Basin has been performed during the past decade.

The basin analyses performed by KCSWM used the U.S. Environmental Protection Agency's Hydrologic Simulation Program Fortran (HSPF) model, a continuous simulation tool. Data inputs to HSPF are rainfall and evaporation amounts, land-use information, subbasin

delineations, and channel and culvert characteristics. The analyses investigated pre-developed, current, and future land use conditions. Flood flow frequencies were computed for selected locations in each of the watersheds for the 1-year through 500-year return periods.

No new basinwide analysis is recommended at this time. Instead, the HSPF models developed by KCSWM should be updated to include rainfall data from the previous 10 years. This update is necessary to take into account the large flood events that occurred during the 1990s. The models should also be reviewed to determine if the original land use, channel characterization, and detention standard assumptions are valid. If warranted, the models should be updated based on the revised assumptions. The updated models could then be used as a design analytical tool.

In terms of modeling associated with the Capital Improvement Program (CIP) projects (described in Section 5), most of the projects on the CIP schedule require the determination of design flows and an investigation of culvert and channel backwater conditions. The following strategy was developed to determine these conditions:

- Hydrology—The updated HSPF model should be used for projects located on a study reach, although the HSPF model might need to be revised if the project is located in the middle of a study reach. If the project is not located in an area that has been modeled, then the King County Runoff Time-Series (KCRTS) model should be used. For study areas larger than 200 acres, HSPF is the model of choice.
- Hydraulics—A steady-state backwater program such as HEC-RAS, developed by the U.S. Army Corps of Engineers, should be used for projects that are intended to reduce the water surface elevations in stream reaches. This program should also be used for complex culvert improvement projects. Less sophisticated analytical tools can be used for simple conveyance or culvert improvement projects.
- Transportation Drainage Design—Drainage design for transportation projects should be completed during the roadway design process.

Section 2 also discusses relevant drainage design criteria, following the standards identified in the East Lake Sammamish Basin Plan. (See *King County Surface Water Design Manual*, KCSWM, 1998, for a comprehensive list of guidance.) Flow control standards are the main focus of this discussion, with an explanation of Level 1, Level 2, and Level 3 controls. It also notes that fish passage design criteria must be used for culvert improvements on Class 1 or 2 streams with salmonids, which is relevant to several streams within the City.

Section 3: Environmental and Water Quality Problems

Section 3 of the plan documents potential pollution sources, surface water quality, erosion and sedimentation problems, habitat issues, and recommendations for the restoration of sensitive areas. It provides general guidelines the City can use in planning, policy-making, and implementation.

Nonpoint pollution sources are the most significant water quality issue for the City's surface waters. Point source (concentrated) discharges do not appear to pose a significant problem to the waters of the City. The City's most significant nonpoint sources include the

following: urbanization (typically results in increases of oil and grease, heavy metals, nitrogen, phosphorus, suspended sediment, and bacteria levels); land conversion (increased impervious surfaces); non-human coliform bacteria (usually from livestock and waterfowl); sewage (the result of deteriorating or unmaintained septic systems); and construction activities (typically results in increased erosion and sedimentation).

The City's surface waters and receiving waters were assessed based on water quality standards set by the Washington State Department of Ecology and King County. In general, the major water bodies in the City are facing erosion and sedimentation stresses, although a few show evidence of other water quality impairments such as fecal coliform and nutrients.

The Endangered Species Act (ESA) listing of regional salmon species has implications for the City's stormwater operations. Activities that alter patterns of runoff or water quality or that physically alter streams or riparian corridors have been identified as having harmful effects on fish. The City should institute practices that address these aquatic habitat issues. A complete list of the City's water bodies that contain fish passage barriers is provided in the plan. There are several Class 2 streams with salmonids within the City limits, and there are several natural and constructed fish passage barriers.

Recommendations for the protection and restoration of sensitive areas, surface water quality regulations, stormwater design practices, and operational practices are provided to address water resource pollution issues.

Section 4: Stormwater Facilities Maintenance Program

Section 4 provides recommendations for the City's stormwater facilities maintenance program by evaluating the current and possible future maintenance service delivery programs. It examines and proposes standards for defining levels of service, costs, and implementation approaches.

The City's stormwater facilities consist of the following system elements:*

- 408,947 feet of stormwater conveyance pipe
- 3,519 catch basins
- 501,659 feet of open ditches
- 154 residential retention/detention stormwater facilities
- 34 commercial retention/detention stormwater facilities
- 18 oil/water separators
- 21 regional facilities (channels, pipes, enclosed drains)

**This information will be verified against the final geographic information system (GIS) inventory, which is being completed by the SPWSD.*

Maintenance standards are clearly defined in the Washington State Department of Ecology *Stormwater Management Manual for the Puget Sound Basin* (February 1992). This plan builds on these minimum standards with additional *King County Surface Water Design Manual* (1998) standards. It is recommended that the majority of the maintenance functions provided by King County continue to be implemented; however, to more fully comply with the recommended maintenance standards, the frequency of maintenance activities should be increased.

The following four alternatives for service delivery were explored:

- Alternative 1: Continue to contract with King County
- Alternative 2: Contract with a Utility District
- Alternative 3: Contract with a Neighboring City
- Alternative 4: Develop In-House Capability

During the development of this Stormwater Management Comprehensive Plan, Alternatives 1 and 2 appeared to be the most viable. Alternative 3 does not appear to be a viable option at this time, based on inquiries to five neighboring jurisdictions. Alternative 4 is part of the City's long-term vision, and is an option that is likely to be reconsidered as the City's staff and capabilities expand. It might be an option to develop some in-house capabilities in conjunction with the preferred alternative.

King County is currently the stormwater system maintenance service provider for the City, with the contract administered through two departments, the Department of Transportation and the Department of Natural Resources. Section 4 of this Stormwater Management Comprehensive Plan was completed early in the development of the plan to provide the City with a timely mechanism for evaluating its service delivery options. The City subsequently solicited proposals from three potential service providers: King County (both the Department of Transportation and the Department of Natural Resources), the Sammamish Plateau Water and Sewer District (SPWSD), and the Northeast Sammamish Sewer and Water District. Proposals were received from King County and the SPWSD; the Northeast Sammamish Sewer and Water District declined to participate.

These proposals were evaluated based on criteria that included cost effectiveness, customer service/responsiveness, compliance with environmental regulations, and safety. Both King County and the SPWSD appear to be qualified to perform the work and have written thorough, organized, responsive proposals that address the key criteria and provide additional qualifications. Some features favor selection of King County (e.g., institutional and specialty knowledge, compliance with environmental regulations, existing resources to perform services) as a service provider, while other features favor selection of the SPWSD (e.g., responsiveness and cost-effectiveness).

The City has selected a shared service provision contract, with some services provided by King County and others by the SPWSD. The proposed distribution of service provision elements results in an approximate total contract cost of \$725,000 for the first year of service. This is an order-of-magnitude cost estimate and will be refined during contract negotiations. The King County Department of Natural Resources will complete its existing contract agreement for 2000 and begin the temporary contract recently negotiated with King County for 2001. The City will then negotiate the combined service provision contract in early 2001. The City should again discuss the need for additional equipment purchases with the SPWSD to verify that each of the recommended categories of service can be performed before the City contracts with the SPWSD. The City should also try to negotiate lower costs on some of the King County services.

Section 5 provides important background information about how the service provider decision was made and what maintenance services are necessary for optimal operation of the stormwater system. It also suggests a distribution of services for the first year of the

maintenance service provision contract. After the first year, additional resources might be available to the SPWSD, or King County might have demonstrated sufficient responsiveness to prompt a change in the City's distribution of the contracted services. The City might also be ready to provide some of the services in-house.

With a new facilities maintenance service provision program, King County's inventory of drainage facilities, descriptions, and maintenance records should be transferred to the City for review and incorporation into the City's record system. The current maintenance processes identified in this report should be modified to include the inspection and work authorization process agreed on by the Public Works Director and his staff.

Finally, the Endangered Species Act (ESA) must be considered in virtually all aspects of the City's operations. The ESA is designed to protect individual plant and animal species that are federally listed as endangered or threatened. Protection is defined in terms of "take," which means to harass, harm, pursue, shoot, wound, kill, capture, or collect or attempt to engage in any such conduct. If the City inadvertently violates "take" prohibitions, it could be subject to criminal or civil prosecution. The ESA also includes provisions for citizen lawsuits.

Maintenance activities potentially could harm a listed species by modifying or degrading the species habitat. For example, stormwater maintenance activities that expose soil to erosion or expose chemicals to the environment have the potential to degrade water quality. Currently, specific maintenance guidelines that address ESA compliance have not been developed; however, the City should be proactive in developing a strategy to prepare for and respond to the ESA. It is recommended that the City evaluate the maintenance activities provided in the plan appendices to determine their effects on endangered species habitat and to ensure that the service provider implements best management practices when performing the work.

Section 5: Stormwater Capital Improvement Program

The Stormwater Capital Improvement Program (CIP) is a list of priority projects that shows the estimated costs and available funding for each project during the 6-year period from 2001 to 2006. Because this is the first stormwater CIP for the City, this program focuses initially on clearly identifiable localized problems. The CIP addresses future projects that require considerable analysis, design, and/or large amounts of funding. This plan includes recommendations to include King County Basin Study Projects that would have regional or significant local improvement benefits. The stormwater CIP also includes drainage elements of transportation projects identified in the City's Transportation Improvement Program (TIP).

A database of drainage complaints was created to include flooding, erosion, sedimentation, and water quality problems. The sources of the data in this database included King County files and studies, institutional knowledge of City staff and the two water and sewer districts serving the area (SPWSD and Northeast Sammamish Sewer and Water District), and several public meetings and newsletter announcements with contact numbers. From this database, which included more than 250 problems, repeat, related, and resolved issues were identified, allowing them to be consolidated into discrete issues. Most of these are clearly outside the definition of a stormwater CIP; however, the remaining 21 complaint-related

projects, 14 transportation-related projects, and 25 basin study recommendation projects was used as the basis for prioritizing complaints.

The CIP that was developed from the complaint database and TIP includes the following project types:

- Two "Quick Fix" projects. These projects can be pursued with minimal analysis or design and pose no obvious substantial risk to downstream property or resources. The projects do not require the mobilization of equipment larger than a backhoe or small dump truck, nor do they involve complicated permitting. The projects are not expected to exceed \$40,000 each, but they will allow high-priority problems to be resolved quickly and will demonstrate that the City is improving its stormwater infrastructure. The CIP also recommends that \$50,000 per year be set aside for as-yet unidentified "Quick Fix" projects that might result in the years following the initial improvements.
- One "Study" project. This project requires investigation before the capital needs can be determined.
- Eleven "Simple Design/Construction" or "Study" and "Simple Design/Construction" projects. These projects have a minimal degree of complexity and require a limited amount of analysis and/or design. Some permitting might be involved. It is not expected that the costs for these projects will exceed \$100,000 (with the exception of one \$120,000 project).
- Twenty "Study/Design/Construction" projects. These projects are complex and require a large amount of analysis and/or design. They might also have complex permitting issues. Anticipated costs of these projects range from \$11,000 to \$1,200,000.
- One "Construction Only" project. This transportation drainage project is currently under way; the design phase was completed before this CIP was developed.

The 25 CIP projects identified through the King County Basin Studies vary in type, but most involve analysis, design, and construction.

During the CIP development process, several non-CIP complaints that require follow-up were identified. There are 14 maintenance issues, 5 Roads Department issues, and 18 policy issues that are recommended for follow-up by City staff.

Section 6: Stormwater Utility Financial Plan and System Development Charge

The effective implementation of a Stormwater Management Comprehensive Plan is dependent on developing a document that can be financially supported by the utility, will meet State and local regulatory requirements, and will provide the flexibility to deal with unforeseen changes. This section summarizes elements of the plan that address the financial issues facing the utility.

Section 6 of the plan provides a financial plan that projects operating and capital costs of the system for the 6-year projected time horizon of calendar years 2001 to 2006. Additionally this section documents the development of a system development charge (SDC) recommended as part of the revenue stream available to help fund capital improvements in the 6-year financial plan.

Proposed System Development Charge

The rapid increase in the number of customers on many stormwater systems has increased the burden on utilities to finance the projects necessary to deal with this growth. The cost of developing conveyance and treatment systems that meet the requirements of the Clean Water Act, the NPDES, and the ESA can be quite large. To mitigate the cost of financing these new facilities, many utilities have implemented SDCs for new development. SDCs provide a way to balance the cost of the new utility infrastructure required to meet customer growth between existing and new customers. New utility connections, under SDCs, are required to "buy-in" to the system in terms of both existing capacity and future capacity in order to bear their equitable share of the cost of such systems.

There are several criteria that are used to develop SDCs for a stormwater utility:

- Number of equivalent residential units (ERUs)
- Existing facility value
- Future capital improvements
- Credits

These criteria are described below.

ERUs

The first criterion is the number of ERUs. For this study 1 ERU is equivalent to 2,500 square feet of impervious surface area. The ERU for this plan was developed by averaging the number of ERUs in other nearby jurisdictions that have stormwater SDCs in place. When divided into the impervious area for a typical single-family development in the City (4,500 square feet), 1.8 ERUs is derived as the number of ERUs for the typical single-family development.

This information and the anticipated population at total build-out within the existing City limits (76,000) is used to generate the total number of ERUs at build-out. Typically, when developing total stormwater ERUs, land use assumptions and capacity (as provided in an entity's comprehensive plan) are used. Because the City's Comprehensive Plan is under development, another method was used to generate the ERU capacity of the system at total build-out.

The City's primary stormwater customer base and development type are single-family dwellings. Therefore, a single-family equivalent was generated to estimate the systemwide number of ERUs. This does not negate the fact that there are developments other than single-family dwellings within the City. This is just one method used to generate ERUs for the system by using available data. The methodology is described in the following.

A population of 30,793 (for 2000) was provided by the Planning Department. Dividing this population by the Washington State Office of Financial Management's estimate of 3.09 persons per household for the City, an estimate of 9,965 households is generated. A factor of 1.2 ERUs per dwelling was used to estimate the number of existing households served by the existing facilities. This factor was used as an average of existing housing, recognizing that some existing lots have less impervious area than those currently developed. Thus, a current single-family equivalent of 11,958 was generated.

The Planning Department anticipates that build-out for the City will occur by 2014. Beginning with 11,958 single-family equivalents served in 2000 and extrapolating to 2014 to a total population of 76,000, a projected number of single-family equivalents was generated using an estimate of construction activity. While the City's moratorium is in place; construction is limited. The estimated number of permits is 600 per year in 2001 and 2002. When the moratorium is lifted, in 2002, construction activity is expected to increase to final build-out in 2014. Each estimated permit represents one single-family equivalent. Therefore, the 1.8 ERUs per single-family dwelling is applied to the number of permits estimated each year, resulting in the total number of ERUs for the system (35,790). For example, in 2001, when there will be an estimated 600 permits, the estimated growth to the system will be 1,080 ERUs (600 permits x 1.8 ERUs).

This method was applied through build-out in 2014 to derive the additional ERUs expected on the system (23,832 ERUs). The SDC is charged per ERU. Therefore, the number of additional ERUs each year determines the estimated revenue from the SDC. The SDC revenue is then incorporated into the financial plan.

Existing Facility Value

An SDC represents a cost-based charge to new customers connecting to the system. The SDC charge is composed of three elements: the existing facility value, future capital improvements, and credits. The first element of the SDC (\$184.00) is the equity charge for connecting to the existing system, which is based on the value of the existing facility of \$6.5 million. In essence, the new customers connecting to the system benefit from these facilities and should share in the cost. The value of the existing facility is estimated by using data from King County and the City stormwater CIP projects completed in 2000.

Future Capital Improvements

The second element of the SDC (\$391.90) represents the cost of future system improvements to meet the demands that result from growth. This is based on the Capital Improvement Program (CIP) presented in Section 5 of the plan, which totals \$15 million for the 6-year period. The portion of the CIP that is attributed to growth (\$9.3 million) comprises the second part of the charge.

Credits

The third element of the SDC (\$6.30) takes into account that some portion of past and future improvements are paid for through debt. Because debt is paid through rates, a credit is given in the SDC calculation. This calculation is performed to avoid double-charging customers for debt. The debt projections used are taken from the 6-year financial plan, which includes both the debt owed to King County for past projects and estimates of future debt based on the CIP. The financial plan assumes there will be \$8 million of new revenue bonds issued over the 6-year period as part of the funding mechanism for the CIP.

Based on the criteria discussed above, the SDC, presented in Table ES-1, was calculated for the City's stormwater utility.

TABLE ES-1. City of Sammamish Stormwater Utility Proposed System Development Charge

Description	Charge
Existing Facility	\$184.00
Future Facility	391.90
Debt Service Credit	(6.30)
Total	\$569.60
Net System Development Charge per ERU	\$570.00

The SDC is cost based and was generated using generally accepted SDC and rate-making methodologies. Economic & Engineering Services, Inc. (EES) makes the following recommendations regarding the SDC:

- Adopt the SDC as presented in this report
- Remove the interim SDC deposit and replace it with a newly developed SDC
- Update the SDC in 2 years, when the City’s Comprehensive Plan is complete
- Update the SDC at least every 3 years after the initial update

For the initial update, the ERUs, population, and land use assumptions can be updated using the data developed for the City’s Comprehensive Plan and using the GIS data that are being developed as part of this project.

The SDC revenue is included in the revenue projections in the financial plan. The SDC revenue is allocated for capital funding because, legally, it cannot be used to pay operating costs of the system. A description of the financial plan follows.

Six-Year Stormwater Financial Plan

The 6-year financial plan reviews the sources of funds (revenues) and applications of funds (expenses) for the City’s stormwater system. The basis of the operating costs is the projected 2001 stormwater system budget from the Facilities Maintenance Program recommendations. The capital costs contained within the financial plan use the CIP developed as part of Section 5 of this plan. The results of the financial plan (revenue requirements) outline the annual operating and capital needs of the stormwater system and determine if the current rate revenues are sufficient to cover costs.

The revenue requirement developed for the stormwater utility assumes that the utility will “stand on its own”; that is, it will not be subsidized by another utility or by City funds. The revenue requirement assumes no subsidies and identifies the full operating and capital costs required to operate the system in a financially stable manner. Table ES-2 presents the utility’s 6-year financial plan for all operating and capital needs.

TABLE ES-2. Summary of Stormwater Utility Revenue Requirements (\$000)

	2001	2002	2003	2004	2005	2006
Sources of Funds						
Present Rate Revenues	\$1,043	\$1,095	\$1,171	\$1,253	\$1,341	\$1,435
Misc. Revenues	<u>48</u>	<u>45</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>
Total Sources of Funds	\$1,091	\$1,140	\$1,179	\$1,261	\$1,349	\$1,443
Applications of Funds						
O&M Expenses	\$725	\$747	\$769	\$792	\$816	\$841
Taxes/Transfers	165	171	177	182	189	195
Debt Service	174	246	285	464	706	794
CIP from Rates	<u>160</u>	<u>176</u>	<u>219</u>	<u>264</u>	<u>328</u>	<u>410</u>
Total Applic. of Funds	\$1,224	\$1,340	\$1,450	\$1,702	\$2,040	\$2,240
Plus: Additional Taxes*	2	3	4	7	10	12
Balance/(Def.) of Funds	(\$135)	(\$203)	(\$275)	(\$448)	(\$701)	(\$809)
% Bal./(Defic.) of Funds	13%	19%	23%	36%	52%	56%

*The additional taxes are incurred when the "%Bal./(Defic.) of Funds" is implemented as a rate adjustment. It is the State excise tax due on the additional revenue generated. The additional revenue is the amount shown as deficiency (\$135,000 for 2001). The percent (13% in 2001) shown is the rate adjustment needed to generate the deficiency in revenue. For example, in 2001 there is a 13% rate adjustment needed to generate \$135,000.

It is important to note that when interpreting Table ES-2 the deficiencies noted for each of the years are cumulative. That is, any additional adjustments during the initial years will reduce the deficiency in the following years. For example, if a 13 percent rate adjustment were implemented for 2001, a 6 percent adjustment would be needed in 2002.

An explanation of each of the elements listed in Table ES-2 follows. First, a projection of revenues at present rates was developed for the current budget year and projected forward based on an assumed growth factor. Present rate revenues include rate revenues from all customer classes. Revenue is estimated to increase 5 percent through 2002 and then 7 percent through 2006. These revenue estimates are based on population data (76,000 by the year 2014) obtained from City Planning staff.

Other miscellaneous revenues for the utility included primarily investment interest. It is anticipated that investment interest will generate approximately \$48,000 in 2001. The assumed interest earnings were calculated based on a 5 percent return on the unrestricted reserves for each year. Investment interest would be reduced to \$8,000 per year in 2003 after available reserves have been used for capital projects. An operating reserve equal to 45 days of operating costs (about 12 percent of O&M) is maintained for the remainder of the 6-year period.

After revenues have been established, the operating costs are developed. O&M expenses are incurred to operate and maintain the existing stormwater facilities in service. The costs incurred in this area are expensed during the current year and are not capitalized or depreciated over the life of the asset. Projected O&M expenses are based on the proposed Facilities Maintenance Program presented in Section 4 of this plan. The cost of the contract in 2001 is projected to be \$725,300. Projections of O&M expenses were based on an annual escalation factor of 3 percent for future years. If the final negotiated contract has a different

total or escalation factor, the projected O&M expenses would change and should be evaluated for level of impact.

Other utility operating costs include taxes and transfers. The City pays a 1.5 percent state excise tax on rate revenues. Additionally, there is a transfer from the utility fund to the general fund of \$150,000 beginning in 2001 to reimburse labor and direct costs incurred by general fund staff working on utility issues.

A major focus of this financial plan is the funding of capital improvements. Table ES-3 shows the total CIP costs, less outside funding sources, which result in the CIP from rates.

TABLE ES-3. Summary of Stormwater CIP Project Funding (\$000)

Funding Source	2001	2002	2003	2004	2005	2006
Total Capital Project Expenses	\$815	\$2,113	\$2,249	\$3,236	\$4,057	\$2,549
Less: Outside Funding:						
SDCs	\$616	\$616	\$653	\$924	\$952	\$1,126
Grants/Loans	0	0	0	0	0	0
Reserves	39	500	0	0	0	0
Revenue Bonds	<u>0</u>	<u>821</u>	<u>1,378</u>	<u>2,048</u>	<u>2,777</u>	<u>1,013</u>
Total Outside Funding	\$655	\$1,937	\$2,031	\$2,972	\$3,729	\$2,139
CIP from Rates	\$160	\$176	\$218	\$264	\$328	\$410

Table ES-3 shows the capital costs (CIP from Rates) that are included in Table ES-2. This is the only portion of capital costs that remains when total capital expenses, less outside funding (including reserves, SDCs, grants, and loans), are calculated. This methodology complies with the cash basis of accumulating costs for the revenue requirement. The methodology is further explained in Section 6 of the plan. The funding is segregated in this way because many of these outside funding sources (grants, SDCs, revenue bonds) are authorized only for capital purposes; they cannot be used for operating costs. Therefore, the only capital cost that appears in the revenue requirements (Table ES-2) is the CIP from Rates. This balance of capital resources is required for funding the total CIP as presented in Section 5 of the plan.

Typically, CIP from Rates is targeted at renewal and replacement projects so that the facility is repaired and replaced, in part, with funds from existing customer rate revenues. This is important because failure to properly fund renewals and replacements from rates will ultimately lead to long-term financial problems. The beginning funding level, in 2001, of renewals and replacements, is based on 2 percent of the value of facilities. Each year it increases by 2 percent of the projected amount of capital projects in the prior year. The basis for this calculation is a "rule of thumb" that funding of renewals and replacements should be set at a level equal to approximately 1-2 percent of the facility value. As the projected capital improvements are completed and the plant value increases, the funding of renewals and replacements should also increase.

Debt Service is another cost for the utility. The utility's existing debt service is for County bond issues for projects that were constructed within the City limits prior to incorporation of the City. This debt ranges from \$174,000 to \$93,000 per year through the 6-year period. The financial plan indicates a need for new debt financing for capital projects beginning in 2002 (\$821,000). Debt was assumed as the optimal funding source because the only other available source is rates. To fund \$821,000 through rates would cause a significant increase in rates, nearly 80 percent. Without a rate increase, a revenue bond, or other outside funding sources, revenue is not sufficient to cover costs, and capital improvements or other expenses must be reduced or delayed.

The City anticipates that it will be ready to issue revenue bonds by 2003. To issue revenue bonds, the City must go through a rigorous process of initiating a bond rating with rating agencies. Thus, decisions must be made regarding the timing of projects because \$821,000 is needed in 2002. If other outside funding, such as grant funding, cannot be obtained to cover this proposed amount of bonding for capital improvements in 2002, it then becomes a deficit. The probability of grant funding is minimal because competition is high for the few funding resources available. Therefore, the City might have to defer \$821,000 of capital improvements in 2002. Use of other financing mechanisms (e.g., short-term financing until the City is ready for bonding) or deferral of some operational costs are also options to meet the financial requirements of the utility.

The results of the revenue requirements indicate that the stormwater utility requires a 13 percent rate adjustment in 2001 and, cumulatively, a 56 percent rate adjustment in 2006. If the rates are not adjusted, then capital or operational costs must be eliminated or deferred.

The majority of rate revenue in the utility currently comes from residential customers. A 13 percent increase equates to an additional \$0.92 per month (\$11.04 per year) for the typical residential customer. A survey of residential stormwater rates in other local jurisdictions was conducted as part of this study. Table ES-4 presents the stormwater rates for 2000 and the proposed rates for 2001 for the City and local jurisdictions.

TABLE ES-4. Monthly Residential Stormwater Utility Rates of Local Jurisdictions

City	2000	2001
Bellevue*	\$9.19	\$9.70
Issaquah	\$10.95	\$10.95
Newcastle	\$8.50	\$8.50
Redmond	\$11.50	\$11.50
Woodinville	\$7.09	\$7.09
Sammamish	\$7.09	\$7.09

* Based on a lot size of 8,000 to 10,000 square feet, with moderate development (40 percent).

No change to the structure of the rates or to the billing method is recommended at this time. The rates are based on impervious area, which is an equitable approach for stormwater rates. At this early stage in the development of the utility, it is most important to ensure financial stability through adequate funding. Therefore, it is recommended that rate adjustments of 13 percent be implemented across-the-board to all rate customer classes in 2001.

Even with a 13 to 20 percent rate adjustment, the City's stormwater rate will be less than the average residential rate of the surrounding jurisdictions. If the rate adjustments shown at the bottom of Table ES-2 are made as presented, then the programs, CIP projects, and operations described within the plan can be funded.

Table ES-5 presents the impact of various levels of rate adjustment on the single-family customer class.

TABLE ES-5. Monthly Impact of Rate Adjustments on a "Typical" Residential Customer

Adjustment	Rate (\$/month)	Increase per Month from Current Rate	Increase per Year from Current Rate
Current Rate	\$7.09	\$0.00	\$0.00
5% Adjustment	\$7.44	\$0.35	\$4.20
7% Adjustment	\$7.58	\$0.49	\$5.88
10% Adjustment	\$7.80	\$0.71	\$8.52
13% Adjustment	\$8.01	\$0.92	\$11.04
18% Adjustment	\$8.37	\$1.28	\$15.36
20% Adjustment	\$8.50	\$1.41	\$16.92

Table ES-6 was developed to provide five funding options and scenarios as a framework for decisionmaking. The data in Table ES-6 were calculated using the following assumptions:

- No rate increase occurs in 2001.
- O&M expenses remain as shown in Section 4.
- SDC is adopted, as presented in the plan.
- SDC and other outside CIP funding sources remain as shown in Table ES-3.
- No new CIP projects are added during the 6-year period.

Table ES-6 presents the cumulative unfunded CIP for five rate adjustment scenarios. The unfunded CIP balances represent funding deficiencies, and, therefore, projects that must be delayed until future years. The first four funding options show the effects of no rate increase and of a 10, 20, and 30 percent rate adjustment implemented in 2002. The fifth option shows the effect of a 10 percent rate increase annually, which is just less than the 6-year total revenue requirement presented in Table ES-2. The fifth option is also the option that most closely funds the full CIP and operational obligations as outlined in the plan.

The variables that account for the differences in these scenarios are the stormwater rate, subsequent rate revenue, and the level of bonding for CIP projects.

Table ES-6 shows that if there is no rate increase during the 6-year period, there will a backlog of \$8.6 million in unfunded CIP projects. If rates are increased 10 percent each year beginning in 2002, however, this backlog would be reduced to \$0.7 million over the 6-year period (if no new projects are added).

TABLE ES-6. Cumulative Unfunded CIP with Various Rate Adjustment Scenarios (\$000)

Rate Adjustment	2001	2002	2003	2004	2005	2006
No rate change	85.02	85.02	85.02	85.02	85.02	85.02
Rate Revenue	1,043	1,095	1,171	1,253	1,341	1,435
Bonding for CIP	0	0	0	0	0	0
Unfunded CIP	(136)	(1,086)	(2,544)	(4,664)	(7,520)	(8,630)
10% Increase in 2002	85.02	93.52	93.52	93.52	93.52	93.52
Rate Revenue	1,043	1,210	1,294	1,385	1,485	1,586
Bonding for CIP	0	0	0	0	700	0
Unfunded CIP	(136)	(971)	(2,306)	(4,294)	(6,371)	(7,393)
20% Increase in 2002	85.02	102.02	102.02	102.02	102.02	102.02
Rate Revenue	1,043	1,325	1,417	1,517	1,623	1,737
Bonding for CIP	0	821	1,078	0	0	400
Unfunded CIP	(136)	(108)	(410)	(2,434)	(5,176)	(5,790)
30% Increase in 2002	85.02	110.53	110.53	110.53	110.53	110.53
Rate Revenue	1,043	1,440	1,540	1,648	1,764	1,887
Bonding for CIP	0	821	1,078	1,750	0	0
Unfunded CIP	(136)	0	(172)	(470)	(3,226)	(4,207)
10% Increase per year	85.02	93.52	102.87	113.16	124.48	136.93
Rate Revenue	1,043	1,210	1,420	1,653	1,912	2,200
Bonding for CIP	0	821	1,078	1,750	1,900	2,000
Unfunded CIP	(136)	(223)	(522)	(815)	(1,690)	(705)

Section 7: Comprehensive Stormwater Management Code and Policy

The plan presents a draft of the proposed new Section 9 of the Interim Sammamish Development Code (ISDC). It also includes a policy discussion and recommendations for further action by the City to enhance protection of its water resources. The municipal code, if adopted by ordinance by the City, will replace the existing Section 9 of the ISDC—Surface Water Management. This updated code section adopts the 1998 *King County Surface Water Design Manual* (KCSWM, 1998) and incorporates many of the requirements of the new Washington State Department of Ecology DRAFT *Stormwater Management Manual for Western Washington* (Ecology, 2000). Among the section's provisions are drainage review

requirements for projects in critical drainage and/or erosion areas; liability and financial guarantees for drainage facilities; criteria for drainage facility acceptance by the City for maintenance; inspection of drainage facilities; and enforcement of drainage requirements.

Along with the proposed Stormwater Management Comprehensive Code, Section 7 of the plan recommends City policies that would advance the protection and restoration of water resources. Many of these, such as the enforcement of Best Management Practices and Erosion and Sedimentation Controls, can be implemented directly. Other recommendations for innovative land use and development principles should be approached gradually, and in a manner consistent with the desired character of the City.

October 9, 1998

To: Mr. Greg Allen

Subject: Analysis Of The Environmental Effects of Proposed Ravenhill Development-L97P0020 (E97E0085).

As requested, a review was completed of the potential effects of the proposed development project called Ravenhill on downstream wetlands. The following documents pertaining to this project were reviewed:

1. Mitigated determination of non-significance for Plat of Ravenhill-L97P0020 (E97E0085). June 9, 1998, King County DDES.
2. Ravenhill Preliminary Plat Level 1 Drainage Analysis, May 1997. K. J. Goldsmith.
3. Draft Environmental Impact Statement Summary and Appendices, Beaverdam Property, 1991 and Revised in 1992. King County Environmental Division.
4. Patterson Creek Reconnaissance Report. February 1993. King County Surface Water Management.

Site visits to your property, the property to your north, a portion of the creek leading to wetland PC12 and the PC12 wetland occurred on August 31st and September 15th 1998. The results of the analysis are summarized below and detailed in the discussions and figures that follow.

The stormwater management plan for Ravenhill, described in the Level 1 drainage analysis, proposes to add runoff from the Ravenhill development to an existing tightline which conveys runoff from the Beaverdam subdivision and golf course down to the base of the slope within 10 feet of a Class 2 forested wetland. There is ample evidence to suggest his plan will degrade the hydrology and water quality of downstream wetlands as well as reduce the diversity of habitat and therefore deserves more scrutiny such as that obtained through a SEPA review.

- The Ravenhill development will have a significant impact on the Class 2 forested wetland located partially on your property, the property north of you, and Ravenhill, by increasing erosion and sedimentation in the wetland. The County appears to be unaware of this wetland but has erred in not adequately evaluating the impact of the increased flows and sedimentation that would occur from a point discharge of stormwater to this forested wetland.
- The stormwater management practices proposed for the Ravenhill development will cause a significant impact by decreasing groundwater recharge and increasing water level fluctuation and to the Class 1 Patterson Creek 12 wetland which is already under stress from previous watershed activities and not resilient to continued disturbance.

- The Patterson Creek 12 wetland has supported coho and seven out of ten native amphibian species were observed there in scientific studies conducted by the Puget Sound Wetlands and Stormwater Research Program. Salmonids and Amphibians are highly sensitive to water quality. Concentrations of both zinc and total phosphorus will increase as a result of runoff from the Ravenhill development to levels that exceed recommended limits for the protection of aquatic life.

These three points are detailed in two reports covering stormwater quantity and water quality impacts and are provided as attachments to this summary letter.

Sincerely,

Report 1: Stormwater Management Impacts to Downstream Wetlands

Stormwater Impacts to Unnamed Class 2 Forested Wetland

There is a forested wetland located within nine to 10 feet of the stormwater sewer outfall installed for the Beaverdam developments (golf course and subdivisions) that is not reported in any of the documents reviewed for Ravenhill or Beaverdam to date. The wetland rates as a Class 2 according to the King County rating system; and is greater than one acre in size with a forested wetland class. At the location of the stormwater pipe outflow, the wetland is 130 feet wide (north to south). The wetland is many times that distance in length. Only the western portion of the wetland could be walked due to access restrictions, however, the overall estimated wetland size of what could be observed was approximately 1.5 to 2.0 acres. Vegetation and soils descriptions are available in Appendix A.

A transect was run south to north across the wetland at the outfall location of the stormwater pipe. During the transect, soils were observed frequently and indicated the area has been a wetland probably for a few thousand years. Deep muck deposits were evident and (even when only 2.5 feet thick) indicate the area has been a wetland probably for a few thousand years.

Sedimentation Impacts: The stormwater outflow pipe from Beaverdam terminates within the buffer of the wetland. At the end of the pipe is a large boulder, plus a wide cyclone-fence-encasing a riprap barrier to dissipate the force of the water flowing from the pipe. The outer edge of the wire-fence-encased rockery is 9 to 10 feet from the wetland edge. The wetland soils near this outfall area show signs of siltation. The soils were examined about 10 feet into the wetland (about 20 feet from the edge of the erosion control structure). An inch of very fine sandy loam material overlying a leaf mat (probably last autumn's leaf fall) was found overlying 2 to 3 inches of silt loam. These three layers appear to be newer soil layers overlying the original (mucky) silt loam topsoil and likely result from sediment laden stormwater from the outfall pipe.

Additional runoff volumes added to the existing system will significantly increase the frequency and volume of these sedimentary deposits which will change the soil chemical composition favoring those plant species more adaptable to disturbance. This would degrade the habitat functions of the wetland and would be a significant environmental impact to the wetland.

Erosion Impacts: Site visits were preceded by a drier-than-normal summer, with only 3.77 inches of rainfall from May 1, 1998 to September 15, 1998 (normal for this same period is 5.10) (climatic data is based on SeaTac Airport precipitation records and the Sammamish Plateau is generally slightly wetter). The onsite soils were saturated to the surface during both the August 31st and September 15th site visits.

A channel was evident partially through the wetland but no water was flowing during either site visit. Initially the channel is fairly subtle, not well-defined, and contains a silt and muck substrate. Slightly down-gradient of where the stormwater outflow pipe empties into the wetland, the combined creek and stormwater outflow has begun to scour

the channel. The eroded channel has exposed fine and coarse shrub roots in some locations. In addition, some cobbles and gravels were seen within the channel which was unexpected since the soil does not contain such coarse rock fragments. Overall the channel showed signs of recent downcutting, erosion and sedimentation.

Additional runoff volumes added to the outfall pipe will significantly increase the frequency and volume of erosive flows. This would result in more channelization leading to degraded habitat and lower water quality functioning and would be a significant environmental impact to this wetland.

Summary: The conditions of sedimentation of the Class 2 wetland and erosion and scour of the creek channel observed on August 31st and September 15th were not documented in the Off-site Analysis Drainage System Table presented as part of Core Requirement #2 of the Surface Water Design Manual in the Level 1 Drainage Analysis dated May 12, 1997 for Ravenhill. It is possible the existing problems were not so evident at that time. Nevertheless, the plan to direct the majority of runoff from the Ravenhill project to the same direct discharge point now absorbing the impacts from the Beaverdam subdivisions and golf course will significantly exacerbate the environmental degradation occurring to the Class 2 headwater wetland and therefore deserves further scrutiny such as would be required if examined thorough an environmental impact review.

Stormwater Impacts to Patterson Creek 12 (PC12) Class 1 Wetland

PC12 was extensively studied by the Puget Sound Wetlands and Stormwater Management Research Program (PSWSMRP) between 1988 and 1995. Although only about four acres, the wetland was among the most biologically rich of the 19 wetlands surveyed for the research program. Scientists observed 70 percent of the ten native amphibian species, 42 percent of native small mammals, 52 percent of all bird species sighted and 21 percent of 242 plants observed among 26 wetlands during the study¹. Coho (*Oncorhynchus kisutch*) were observed in PC12 in 1989 and 1990 by PSWSRMP field scientists (pers. comm. Lorin Reinelt). More recently ermine sign were observed during the September 15th field visit.

Since 1990, significant environmental changes have occurred to wetland PC12 as a result of activities in the watershed. These include:

- The loss of virtually all open water area needed for amphibian breeding and salmonid feeding.
- The loss of more than 75 percent of once diverse emergent habitat².

¹ Wetlands and Urbanization: Implications for the Future. Final Report of the Puget Sound Wetlands and Stormwater Management Research Program (PSWSMRP). Editors: A. L. Azous and R. R. Horner. 1997. Washington State Department of Ecology, Olympia, WA, King County Water and Land Resource Division and the University of Washington, Seattle, WA.

² Based on calculations of habitat areas from aerial photographs and field surveys.

- Increased water level fluctuations in the wetland hydroperiod to above levels recommended by the PSWSMRP for the protection of wetlands³.
- The loss of 3.9 acres of perennial wetland to what is now a seasonal channeled wetland no longer able to support Coho and amphibians found there only nine years ago.

These losses have occurred as a result of activities in the watershed. Appendix B details the history of what has occurred in the watershed and observed changes in the wetland. The following discussion will focus on the additional impacts that are expected to occur specifically from the proposed Ravenhill development.

Increased Water Level Fluctuation: The PSWSMRP identified an approximate threshold of 20 cm mean annual water level fluctuation (WLF), above which species richness is substantially reduced. They found that the distribution of individual species or vegetation community is related to the hydrologic profile of the wetland. If the hydrologic conditions change, because of watershed development or outlet controls, it is likely that plant communities will be altered changing the habitat. The study also found that native plant species are much less tolerant to large WLF during the early growing season than are introduced species.

Water level fluctuation in PC 12 was measured for five years between 1988 and 1995. The results of those measurements are shown in Figure 1. The graph shows that WLF in PC12 was well under the recommended guidelines until 1995. Between 1993 and 1995 WLF almost doubled, exceeding the recommended limits for protection of wetland species.

Detention of stormwater can sometimes mitigate a portion of the increasing WLF that results from watershed development but the volume of runoff generated by impervious surfaces increases the frequency of runoff events which are what produce a higher average change in wetland water levels. Infiltration techniques are the only known effective way to mitigate for the effects of impervious area on water level fluctuation.

No analysis of water level fluctuation impacts on PC12 was documented in any of the Ravenhill reports. This was a significant oversight as the importance of measuring this hydrologic parameter is well known and there was considerable baseline data available through the database gathered by PSWSMRP. Ravenhill will produce approximately 7.8 acre feet of additional runoff per year (that is a 4 percent increase above current runoff volumes but it is a 12 percent increase at a single point discharge location that is already contributing to water level fluctuations which exceed recommended limits⁴. It is important to understand the extent to which Ravenhill will further increase WLF which will add to reducing the wetland functions of PC12. The impact of the proposed Ravenhill project on

³ PSWSMRP, 1997.

⁴ Calculated from KCRTS assuming high density residential (Land Use Code 113) on 6.45 acres, SeaTac Historical Rainfall data.

WLF impacts to PC12 deserves further scrutiny such as would be required if examined thorough an environmental impact review.

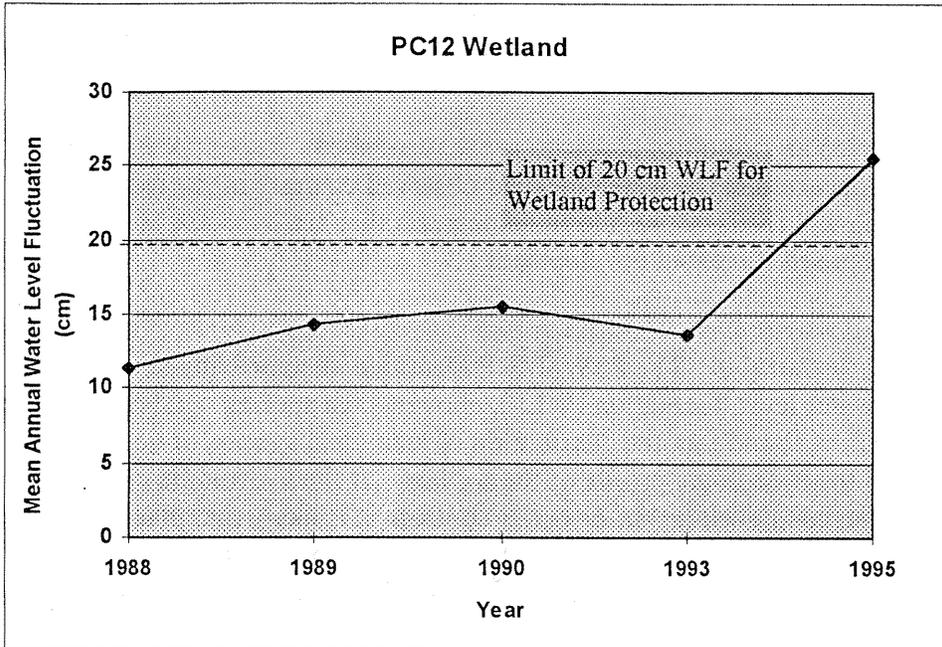


Figure 1. Water Level fluctuation measured by PSWSMRP from 1988 to 1995.

Reduced Recharge: Ravenhill will substantially reduce the hydrology to PC12 by reducing infiltration in the watershed. The perennial hydrology of PC12 is fed by groundwater which is recharged through infiltration of rainfall. Loss of recharge will result in reductions in the length of breeding and feeding season for a majority of wetland dependent species. Increasing the proportion of rainfall entering the wetland from storm events instead of groundwater will increase channeling of the wetland as well as increase the length of the dry season.

The proposed project will remove approximately 1.4 million gallons of water per year from the recharge portion of the wetland's hydrologic sources and add it to the portion delivered by storm events.⁵ That could seem insignificant except when viewed from the standpoint of wetland health in the context of previous watershed developments. The addition of Ravenhill, as planned, will cumulatively reduced the volume of groundwater recharge to PC12 by 12 percent⁶. The evidence provided in this report and Appendix B shows the wetland is already suffering from reduced water levels and increased channelization. Under the circumstances this is a significant impact to a Class 1 wetland. The impact of the proposed Ravenhill project requires careful evaluation of environmental

⁵ Groundwater recharge rate of 543,048 gallons/acre per year was assumed based on Figure 13, in Geohydrology and Groundwater Quality of East King County, Washington. Water Resources Investigation Report 94-4082. USGS, Tacoma, WA.

⁶ Groundwater recharge rate of 543,049 gal/acre/year times the amount of impervious acres subtracted from the predevelopment recharge volume.

impacts from stormwater management because of the observed and documented changes that have occurred in PC12 from the same stormwater practices currently used in the watershed.

Report 2: Water Quality Impacts to Patterson Creek and Wetlands

The biological values of the PC12 wetland were discussed earlier in this report and include salmonid habitat and a diverse amphibian population. These are species which depend on the water column for all or part of their life cycle. As a result they are highly susceptible to lethal and chronic levels of poor water quality. Poor water quality can also affect other aquatic organisms such as insects and plants. Chronically poor water quality can result in bioaccumulation of contaminants with related food chain impacts as well as alterations to habitat conditions such as algae blooms and growth of noxious plants.

No evaluation of water quality impacts were reported in the Ravenhill documentation reviewed to date. The Level 1 Drainage Analysis document states that any mitigation needed will be achieved by conformance with current King County ordinances.

The Beaverdam Environmental Impact Statement and Appendices makes reference to a need for post development water quality monitoring as predicted total phosphorus loadings were above recommended concentrations for the sub-basins leading to PC12 (Chapter 3, p 5-31 of the Beaverdam Water Quality Report). That data was requested but has not yet been provided by King County as of this report.

In the absence of actual monitoring data, pollutant loadings were calculated based on predicted runoff volumes and the level of treatment proposed by the Ravenhill Level 1 drainage analysis (detention pond and biofiltration swale). Predicted copper, zinc and total phosphorus loadings were analyzed and the results are shown in Tables 1 through 3. Each table shows existing conditions and conditions with the addition of Ravenhill, as proposed.

Copper loadings were found to be within acceptable parameters to meet protection standards for aquatic resources even with the addition of Ravenhill (Table 1). Zinc significantly exceeded the maximum yearly loading recommended for the protection of aquatic resources with the addition of Ravenhill⁷. Zinc can cause gill irritation to aquatic species which results in mucus production and ultimately destroys the animal's gill tissue resulting in suffocation⁸. While the loadings do not exceed the maximum allowed under chronic water quality conditions, those concentration limits are not considered adequate for protecting aquatic organisms (Table 2).

The contribution of the proposed Ravenhill project to total phosphorus further increases already serious levels of this nutrient (Table 3). Phosphorus is mentioned to be of concern in the Patterson Creek watershed in the environmental impact study for Beaverdam subdivision and golf course. The effect of golf course fertilizers on the creek and wetland systems was of sufficient concern that post-development monitoring was requested. The

⁷ Based on Predicted Volume (KCRTS) multiplied by Limits for Protection of Aquatic Life of 0.03 mg/L zinc. Source: "Approved and Working Criteria for Water Quality" British Columbia Ministry of Environment. 1989. Water hardness = 50 mg/L.

⁸ Fundamentals of Urban Runoff Management. 1994. R. R. Horner, J. J. Skupien, E. H. Livingston and H. E. Shaver. Terrene Institute, Washington DC.

level of treatment predicted by the Beaverdam drainage study is quite high when compared with predicted values in the literature for similar facilities. A review of the monitoring data would establish the true level of performance of the existing facilities. In the absence of performance data, loadings were calculated using generally accepted efficiencies as well as the higher predicted efficiencies documented in Table 5.5-2 of the Beaverdam Water Quality Report. Even using the predicted high level of treatment, phosphorus loadings exceed concentrations recommended by Washington State Department of Ecology for prevention of eutrophication⁹ and are over twice what is advised for the protection of salmonids¹⁰.

Such changes in water quality would constitute significant environmental impacts to both the unnamed Class 2 forested wetland and PC12. Increases in zinc would detrimentally affect the remaining aquatic environment by affecting amphibian breeding success and the potential for salmonid feeding. Increases in total phosphorus will additionally exacerbate problems with algal growth in remaining open water areas and encroaching reed canary grass in PC12. The high potential for additional degradation to the wetland system requires the project receive more critical review such as what would occur through an environmental impact review.

⁹ Washington State Department of Ecology (1991). Recommended limit for the prevention of Eutrophication is TP<0.03 mg/L

¹⁰ Based on predicted Volume (KCRTS) multiplied by Limits for Protection of Aquatic Life of 0.015 mg/L. Source: "Approved and Working Criteria for Water Quality" British Columbia Ministry of Environment. 1989. Developed for lakes with salmonids as predominant fish species.

Table 1. Copper Loading for Existing and Proposed Conditions

Existing Conditions: Covers PC12 Watershed (Sub-basins PCN1a and PCN1b). Does not include land contributing to PC Headwater from Sub-basin ECN2.

Land Cover	Acres	Runoff Volume (acre/ft) ¹	Cubic Feet All Years	Cubic Feet per year	Acre-ft Converted to Liters	Cu Median EMC Concentration (mg/L) ²	Loading (kg/Year) Untreated	Loading (kg/Year) with WQ Pond ³	Maximum kg/year to meet Chronic WQ Standard ⁴	Maximum kg/year to meet Acute WQ Standard ⁵
Till Forest	126.5	69.2	132,573,360	3,013,030.9	85,268,774.7	0	0.0	0.0	1.0	1.5
Till Pasture	21.8	18.8	35,958,040	817,228.2	23,127,557.5	0	0.0	0.0	0.3	0.4
Till Grass	33.9	40.1	76,817,600	1,745,854.5	49,407,683.6	0	0.0	0.0	0.6	0.9
Outwash Pasture	0.59	0.002	3,798	86.3	2,442.8	0	0.0	0.0	0.0	0.0
Wetland	3.4	1	1,936,878	44,020.0	1,245,764.7	0	0.0	0.0	0.0	0.0
Residential Impervious Area	22.7	58.2	111,541,744	2,535,039.6	71,741,621.7	0.033	2.4	1.2	0.9	1.3
Total	208.9	187.3	358,831,420.0	8,155,259.5	230,793,845.1		2.4	1.2	2.8	4.2

Future Conditions:

Land Cover	Acres	KCRTS Runoff Volume (acre/ft)	Cubic Feet All Years	Cubic Feet per year	Acre-ft Converted to Liters	Cu Median EMC Concentration (mg/L)	Loading (kg/Year) Untreated	Loading (kg/Year) with WQ Pond	Loading (kg/Year) with addition of Swale ³	Maximum kg/year to meet Chronic WQ Standard	Maximum kg/year to meet Acute WQ Protection Standard ⁶
Till Forest	120	65.7	125,801,256	2,859,119.5	80,913,080.6	0	0.0	0.0	0.0 no swale	1.0	1.5
Till Pasture	21.8	18.8	35,958,040	817,228.2	23,127,557.5	0	0.0	0.0	0.0 no swale	0.3	0.4
Till Grass	37.9	44.7	85,711,032	1,947,978.0	55,127,777.4	0	0.0	0.0	0.0 no swale	0.7	1.0
Outwash Grass	0.59	0.003	6,609	150.2	4,250.8	0	0.0	0.0	0.0 no swale	0.0	0.0
Wetland	3.4	1	1,936,878	44,020.0	1,245,764.7	0	0.0	0.0	0.0 no swale	0.1	0.1
Residential Impervious Area (existing)	22.7	58.2	111,541,744	2,535,039.6	71,741,621.7	0.033	2.4	1.2	1.2 no swale	0.9	1.3
Residential Impervious Area (Ravenhill)	2.6	6.7	12,756,244	289,914.6	8,204,584.2	0.033	0.3	0.1	0.1	0.1	0.1
Total	209.0	195.1	373,711,803.0	8,493,450.1	240,364,636.9		2.6	1.3	1.4	2.9	4.3

The following notes apply to Tables 1 through 3:

¹ Calculated using KCRTS. Land cover was based on aerial photographic analysis on 1:500 scale 1997 photos and the land use analysis provided in Table 2.2 of the Beaverdam Master Drainage Plan for sub-basins PCN1A and PCN1B.

² From Table 6-12. Median EMCs for all sites by land use category. in Results of the Nationwide Urban Runoff Program (NURP): Volume 1 - Final Report. USEPA 1983. Used median for residential. Assumed no copper loading from open or forested lands.

³ Assumes level of treatment efficiency based on a detention facility and biofiltration swale. The number is the amount of pollutant load that would pass-through the BMP. Source: Best Management Practice Effects from National Pollutant Removal Performance Database Board Stormwater Best Management Practices. Brown and Schueler 1997.

⁴ Based on predicted volume (KCRTS) multiplied by acute standard limit of 0.018 mg/L. Source: EPA and WAC 173 -- 203. Water hardness = 100 mg/L.

⁵ Based on predicted volume (KCRTS) multiplied by chronic standard limit of 0.012 mg/L. Source: EPA and WAC 173 -- 203. Water hardness = 100 mg/L.

⁶ Based on Predicted Volume (KCRTS) multiplied by Limits for Protection of Aquatic Life of 0.0067 mg/L. Source: "Approved and Working Criteria for Water Quality" British Columbia Ministry of Environment. 1989. Water hardness = 50 mg/L.

⁷ Based on predicted volume (KCRTS) multiplied by chronic standard limit of 0.047 mg/L. Source: EPA and WAC 173 -- 203. Water hardness = 100 mg/L.

⁸ Based on Predicted Volume (KCRTS) multiplied by Limits for Protection of Aquatic Life of 0.03 mg/L. Source: "Approved and Working Criteria for Water Quality" British Columbia Ministry of Environment. 1989. . Water hardness = 50 mg/L.

⁹ Source: From Table 5.5-3 in Beaver Dam Water Quality Report. Represents average of on-site baseline observed at Beaverdam before development.

¹⁰ All non-residential TP loadings use 0.012 mg/L from table 5.5-3 in Beaverdam Water Quality report. Represents lowest of onsite baseline measured at Beaverdam subbasin PCN1B before development.

¹¹ Residential loading of TP is calculated from volume and predicted peak mitigated stormwater discharge concentrations of TP at the stormwater release points for each subbasin shown in Table 5.5-2 (Beaverdam Water Quality Study) for PCN1B of between 0.022 to 0.172 mg/L. Based on mid-point of range 0.97 mg/L.

¹² Based on predicted volume (KCRTS) multiplied by 0.03 mg/L. Recommended by WA State Department of Ecology (1991) as a preventative to eutrophication.

¹³Based on predicted Volume (KCRTS) multiplied by Limits for Protection of Aquatic Life of 0.015 mg/L. Source: "Approved and Working Criteria for Water Quality" British Columbia Ministry of Environment. 1989. Developed for lakes with salmonids as predominant fish species.

Table 2. Zinc Loading for Existing and Proposed Conditions,
 Existing Conditions: Covers PC12 Watershed. Does not include land contributing to PC Headwater from Sub-basin ECN2.

Land Cover	Acres	Runoff Volume (acre/ft) ¹	Cubic Feet All Years	Cubic Feet per year	Acre-ft Converted to Liters	Zinc Median EMC Concentration (mg/L)	Loading (kg/Year) Untreated	Loading (kg/Year) with WQ Pond ³	Maximum kg/year to meet Chronic WQ Standard ⁷	Maximum kg/year to meet Protection WQ Standard ⁸
Till Forest	126.5	69.2	132,573,360	3,013,030.9	85,268,774.7	0.03 ⁹	2.6	1.4	4.0	2.6
Till Pasture	21.8	18.8	35,958,040	817,228.2	23,127,557.5	0.03 ⁹	0.7	0.4	1.1	0.7
Till Grass	33.9	40.1	76,817,600	1,745,854.5	49,407,683.6	0.03 ⁹	1.5	0.8	2.3	1.5
Outwash Pasture	0.59	0.002	3,798	86.3	2,442.8	0.03 ⁹	0.0	0.0	0.0	0.0
Wetland	3.4	1	1,936,878	44,020.0	1,245,764.7	0.03 ⁹	0.0	0.0	0.06	0.04
Residential Impervious Area	22.7	58.2	111,541,744	2,535,039.6	71,741,621.7	0.135 ²	9.7	5.3	3.4	2.2
Total	208.9	187.3	358,831,420.0	8,155,259.5	230,793,845.1		14.5	8.0	10.8	6.9

Future Conditions:

Land Cover	Acres	KCRTS Runoff Volume (acre/ft)	Cubic Feet All Years	Cubic Feet per year	Acre-ft Converted to Liters	Zinc Median EMC Concentration (mg/L)	Loading (kg/Year) Untreated	Loading (kg/Year) with WQ Pond	Loading (kg/Year) with addition of Swale	Maximum kg/year to meet Chronic WQ Standard	Maximum kg/year to meet Protection WQ Standard
Till Forest	120	65.7	125,801,256	2,859,119.5	80,913,080.6	0.03	2.4	1.3	no swale	3.8	2.4
Till Pasture	21.8	18.8	35,958,040	817,228.2	23,127,557.5	0.03	0.7	0.4	no swale	1.1	0.7
Till Grass	37.9	44.7	85,711,032	1,947,978.0	55,127,777.4	0.03	1.7	0.9	no swale	2.6	1.7
Outwash Grass	0.59	0.003	6,609	150.2	4,250.8	0.03	0.0	0.0	no swale	0.0	0.0
Wetland	3.4	1	1,936,878	44,020.0	1,245,764.7	0.03	0.0	0.0	no swale	0.06	0.04
Residential Impervious Area (existing)	22.7	58.2	111,541,744	2,535,039.6	71,741,621.7	0.135	9.7	5.3	no swale	3.4	2.2
Residential Impervious Area (Ravenhill)	2.6	6.7	12,756,244	289,914.6	8,204,584.2	0.135	1.1	0.6	0.3	0.4	0.2
Total	208.7	195.1	373,711,803.0	8,493,450.1	240,364,636.9		15.6	8.6	8.3	11.3	7.2

Table 3. Total phosphorus Loading for Existing and Proposed Conditions

Existing Conditions: Covers PC12 Watershed. Does not include land contributing to PC Headwater from Sub-basin ECN2.

Land Cover	Acres	Runoff Volume (acre/ft) ¹	Cubic Feet All Years	Cubic Feet per year	Acre-ft Converted to Liters	TP Median EMC Concentration (mg/L)	Loading (kg/Year) Untreated	Loading (kg/Year) with WQ Pond ³	Loading based on measured and predicted mitigated discharge concentration ¹⁰	Maximum kg/year to meet A WQ Standard ¹²	Maximum kg/year to meet Protection WQ Standard ¹³
Till Forest	126.5	69.2	132,573,360	3,013,030.9	85,268,774.7	0.012	1.0	0.6	1.0	2.6	1.3
Till Pasture	21.8	18.8	35,958,040	817,228.2	23,127,557.5	0.012	0.3	0.2	0.3	0.7	0.3
Till Grass	33.9	40.1	76,817,600	1,745,854.5	49,407,683.6	0.012	0.6	0.3	0.6	1.5	0.7
Outwash Pasture	0.59	0.002	3,798	86.3	2,442.8	0.012	0.0	0.0	0.0	0.0	0.0
Wetland	3.4	1	1,936,878	44,020.0	1,245,764.7	0.012	0.01	0.01	0.01	0.04	0.02
Residential Impervious Area	22.7	58.2	111,541,744	2,535,039.6	71,741,621.7	0.383	27.5	16.2	7.0	2.2	1.1
Total	208.9	187.3	358,831,420.0	8,155,259.5	230,793,845.1		29.4	17.3	8.9	6.9	3.5

Future Conditions:

Land Cover	Acres	Runoff Volume (acre/ft)	Cubic Feet All Years	Cubic Feet per year	Acre-ft Converted to Liters	TP Median EMC Concentration (mg/L)	Loading (kg/Year) Untreated	Loading (kg/Year) with WQ Pond	Loading (kg/Year) with addition of Swale	Loading based on measured and predicted mitigated discharge concentration	Maximum kg/year to meet DOE Recommended Limit ¹²	Maximum kg/year to meet Protection WQ Standard ¹³
Till Forest	120	65.7	125,801,256	2,859,119.5	80,913,080.6	0.012	1.0	0.6	no swale	1.0	2.4	1.2
Till Pasture	21.8	18.8	35,958,040	817,228.2	23,127,557.5	0.012	0.3	0.2	no swale	0.3	0.7	0.3
Till Grass	37.9	44.7	85,711,032	1,947,978.0	55,127,777.4	0.012	0.7	0.4	no swale	0.7	1.7	0.8
Outwash Grass	0.59	0.003	6,609	150.2	4,250.8	0.012	0.0	0.0	no swale	0.0	0.0	0.0
Wetland	3.4	1	1,936,878	44,020.0	1,245,764.7	0.012	0.1	0.0	no swale	0.1	0.04	0.02
Residential Impervious Area (existing)	22.7	58.2	111,541,744	2,535,039.6	71,741,621.7	0.383	27.5	16.2	no swale	7.0	2.2	1.1
Residential Impervious Area (Ravenhill)	2.6	6.7	12,756,244	289,914.6	8,204,584.2	0.383	3.1	1.9	1.6	0.8	0.2	0.1
Total	209.0	195.1	373,711,803.0	8,493,450.1	240,364,636.9		32.5	19.2	19.0	9.7	7.2	3.6

Appendix A: Vegetation and Soils Descriptions for Unnamed Forested Wetland at Headwater

Vegetation: The wetland contains both palustrine forested and scrub-shrub classes at a rough ratio of 60:40; approximately 60 to 65% of the wetland is under forest canopy. Overall, the wetland would be classified as a forested system.

Alnus rubra comprises most of the canopy, though tall *Salix sitchensis* and *Acer macrophyllum* was also observed in small amounts. Towards the wetland edge, *Tsuga heterophylla* occurs and single specimens of *Thuja plicata* and *Populus balsamifera* var. *trichocarpa* were observed. The dominant understory shrubs are *Cornus sericea* and *Rubus spectabilis*. Associated species include *Acer circinatum*, *Lonicera involucrata*, *Ribes bracteosum*, *Sambucus racemosa*, *Oemleria cerasiformis*, *Spiraea douglasii*, *Rubus ursinus*, *Vaccinium parvifolium*, and *Salix sitchensis*. The *Salix sitchensis* may actually be a hybrid cross between true *S. sitchensis* and another *Salix* species. The spirea was a single immature specimen. The herbaceous layer is dominated by *Lysichiton americanum*, *Oenanthe sarmentosa*, and *Tolmiea menziesii*. In a few locations, *Scirpus microcarpus*, *Carex obnupta*, *Angelica genuflexa*, or *Maianthemum dilatatum* are locally dominant. Other associated herbaceous species include *Athyrium filix-femina*, *Veronica americana*, *Mimulus guttatus*, *Equisetum telmateia*, *Blechnum spicant*, *Polystichum minutum*, *Polypodium glycyrrhiza*, *Hydrophyllum tenuipes*, *Galium trifidum*, *Epilobium ciliatum*, *Tiarella trifoliata*, *Phalaris arundinacea*, and *Glyceria grandis*. The scrub-shrub areas are generally dominated by red-osier dogwood and salmonberry, with some twinberry and willow. Herbaceous cover is similar to the forested areas, with skunk cabbage and water parsley being dominant.

Soils: The outer edges of the wetland are generally defined by histic epipedons overlying mineral soils. Some areas have an organic-rich (mucky) silt loam in place of an actual histic epipedon. These histic layers ranged from 6 to 12 inches in depth. Farther within the wetlands, deeper organic (muck-a.k.a. sapric) deposits occur, ranging from 18 to 32 inches overlying a clay-rich substratum (silty clay, silty clay loam, and sandy clay). Underlying the clay-rich lens, a relatively dense silt loam was observed in some locations. The thick muck deposits would taxonomically classify as Histosols. This assessment is based on one transect and checking eight different locations along that transect, plus one location about 60 feet west.

Appendix B: History of PC12 from 1989 to 1998

In 1988, the first year of the PSWSMRP, PC12 was primarily an open water wetland surrounded by emergent and scrub-shrub habitat with a forested buffer (KC Wetlands Inventory 1989). The outlet control was a beaver dam. It was considered one the most biologically rich of the wetlands studied by the PSWSMRP. Today, 1998, the wetland is significantly degraded. The wetland has become largely channelized, is no longer perennial (holding water all year), can no longer support salmonids and amphibians and has significantly reduced function for improving water quality to downstream resources. These changes can be attributed to an increase in direct discharges to the wetland, a

decrease in groundwater recharge from the watershed and the changes to the wetland's outlet condition.

1989: System stable.

1990: During winter storm, the abandoned beaver dam at the outlet partially blows out. PSWSMRP crest and staff gage measurements of water levels show somewhat reduced base flows but no increase in water level fluctuations. Aerial photos show similar areas of open water and emergent habitat as 1988 maps of wetland.

1991: Work begins to extend NE 8th Street and clear for Cross Creek development. Last remaining portion of beaver dam washed out during a winter storm event. No hydrologic data available for 1991 and 1992.

1993: PSWSMRP records hydrologic measurements in 1993. Some runoff from Cross Creek is discharged to PC12. No significant changes in water levels or fluctuation.

1995: Beaverdam development and golf course began site clearing in 1995 the last year monitoring of PC12 occurred. PSWSMRP crest and staff gage measurements of water levels show base flows reduced by about 50 percent and almost double the water level fluctuation of previous years to 26 cm, more than 6 cm above the recommended limits for wetland protection. (See Figure x). Aerials of wetland show that total of open water and emergent areas which are habitat for salmonids and amphibians has been reduced to 53 percent of what was present in 1988.

1997: Beaverdam is discharging to headwater wetland upstream of PC12. Aerials of wetland show that open water and emergent areas have been reduced to less than 20 percent of the area present in 1988.

1998: No aerials were available but only a small open water area remained in the wetland and is less than 1 percent of the open water area present in 1988. The wetland edges have dried and shrubby species have colonized previously emergent habitat. Trees have begun to establish in the central marsh area.

Table A details the extent of habitat loss which has occurred in wetland PC12 as a result of changes to the outlet and stormwater management practices in the watershed.

Table A. Salmonid and amphibian habitat loss in PC12

Year	Open Water Habitat (Acres)	Emergent Habitat (Acres)	Percent of 1988 Open Water and Emergent Habitat Remaining
1990	.28	.92	100 %
1995	.046	0.64	53 %
1997	.02	0.23	20 %
1998*	.009	Not measured	

*No aerials available for 1998, Open water area measured on the ground.

Lakemont Stormwater Treatment Facility Monitoring Program

Melissa
Large document
Copied during
mtg.
I gave to Ben -
Don't know who
has it now.
Shirley

Prepared for:

City of Bellevue Utilities Department
301 116th Avenue S.E.
Bellevue, WA 98009-9012

Partially funded by:

Washington State Department of Ecology
Stormwater Soil Infiltration Monitoring Study
Grant Number TAX91131

Prepared by:

Shapiro and Associates, Inc.
101 Yesler Way, Suite 400
Seattle, WA 98104-3425

April 1998

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject: Addition information regarding request to except a nine (9) lot short plat from the City's Development Permit Moratorium by Scindia Partners

Meeting Date: April 18, 2001

Date Submitted: March 29, 2001

Originating Department: Community Development

Clearances:

Action Required: Motion to either approve or deny the request.

Administration Police

Public Works Fire

Building/Planning Attorney

Exhibits: A – Applicant's information

Committee:

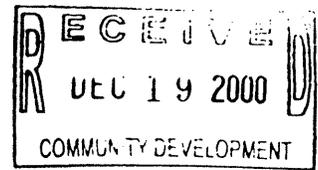
Budgeted Amount: NA

Summary Statement: This request was previously tabled by the Council from the April 4, 2001 meeting to allow the applicant time to provide additional information. As a result of the applicant's inability to secure additional water certificates in the last District lottery, the applicant has modified their request to a six (6) lot short plat. The applicant indicates these six lots will have water supplied by existing well rights. The modified lot layout is also included in Attachment B.

In review, the project is located in the vicinity of SE 8th Street and 203rd Avenue SE. The property contains approximately 15.3 acres of land and is currently undeveloped. The applicant's original request is attached as Attachment A.

Recommended Motion: Either approve or deny the hardship exception under Section 5 of Ordinance 2000-68 based on the facts of the case as discussed and the Council's conclusion that either there is or is not an "unusual or unreasonable hardship" on the applicant caused by the current moratorium.

November 27, 2000



Mr. David Sawyer
Planning Manager
City of Sammamish
704-228th Ave. NE PMB491
Sammamish, Wash 98053

Re; request for relief from Development Moratorium for Scindia

Dear Mr. Sawyer,

The Scindia Partners purchased the three parcels (0524069033, 0524069117 & 9118) in the late 1970's. The plan was to use the properties for funding their retirements. In the late 1980's, the owners agreed to be included in the East Lake Sammamish Sewer LID. In 1989, the SPW&S district initiated a moratorium on new water hookups. The moratorium was lifted in 1994. I have attached a copy of the history of water availability for your review. As water supplies dwindled, the district went to a lottery system, which still exists today. During the same time period, the county adopted the Sensitive Areas Ordinance, a Wildlife Corridor System and a Non-Disturbance zone that affects a portion of the 3 parcels.

Meanwhile, the sewer assessments continue. The partners no longer have the ability to keep up with the property taxes and sewer assessments. At this point, Scindia is delinquent in paying their taxes in the amount of \$24,257.00. They were able to remain current until 1999.

The original assessment for the sewer LID was \$261,000.00 plus interest at 7.69% to be paid over 15 years. The owners have paid \$221,504.18 towards LID's principle and interest. They are past due in the amount of \$95,706.40. The SPW&S has filed a foreclosure action against the properties and the amounts due. Originally, the intent was to develop a larger portion of the property since it is in a R-1 zone. Governmental regulation has negatively affected this possibility.

We respectfully request that the City of Sammamish allow the owners the ability to apply for a short plat on small portion of the property so that we can pay the taxes and sewer assessments. We wish not to lose the property in a foreclosure action. If we are unable to proceed, several of the partners will lose their only potential retirement asset and may force them into bankruptcy.

Please inform us as to when we can present our situation to the City Council.

Respectfully,

Al Dabestani

Mr. Al Dabestani
Scindia Partner

Cc; Linda Youngs

ATTACHMENT

Scindia Partners Hardship Exception Request – Page 1 of 2



SAMMAMISH P L A T E A U

WATER AND SEWER DISTRICT

February 14, 2001

Scindia Investments
Al Dabestani
17215 Smokey Point Dr., Suite B
Arlington, WA 98223

Re: Application for February 2001 Water Allocation for Tax Parcel 052406-9033, 9117, 9118

Dear Mr. Dabestani:

On February 12, 2001 the Sammamish Plateau Water and Sewer District held the Allocation for which you applied for the Scindia project. There were 70.5 Equivalent Residential Units ("ERUs") available for allocation. The District received 60 applications representing 286.5 ERUs.

Moss Adams, an accounting firm, provided the District with a list of the numbers 1 through 60, in a random order. This list established the order in which projects were provided an opportunity to obtain water. Your project, identified by Project ID No. 54, was in the number A57 position. Unfortunately, the ERUs available for allocation were requested by projects prior to position A19. Your project has been placed on the waiting list in the order established during the Allocation. The February 2001 Allocation results are provided.

If any projects for which water supply was made available through the February 2001 Allocation do not complete the District procedures necessary for allocation, that water supply will be made available to projects on the waiting list. Generally, projects have 60 days to perfect their allocation. The waiting list will be maintained for approximately 4 months, until applications close for the next Allocation.

Per the process established by the District Board of Commissioners, Allocations will be held every four months, if there is water supply available for allocation. A separate application is required for each Allocation. The next Allocation will be held on June 11, 2001. Applications are due by 4:30 p.m. on June 7, 2001. A June 2001 Allocation application is enclosed.

The Sammamish Plateau Water and Sewer District has a strong probability of facing a water supply shortage in 2001. Water levels in the groundwater aquifers are well below those normally expected at this time of year. In addition, there are new storage tank projects currently underway that may not be completed in time for the peak summer use period. It could become necessary to move into mandatory restrictions on water use if the situation in the aquifers does not improve or if the tanks are delayed. It is possible the Board may decide to cancel the June 2001 Allocation, if the water supply situation does not improve.

FEB 01 no allocation letter1.doc/01-02-65

ATTACHMENT B

DEPARTMENT OF ASSESSMENTS

RECORDING NO.

MINED AND APPROVED THIS _____ DAY OF _____, 20____

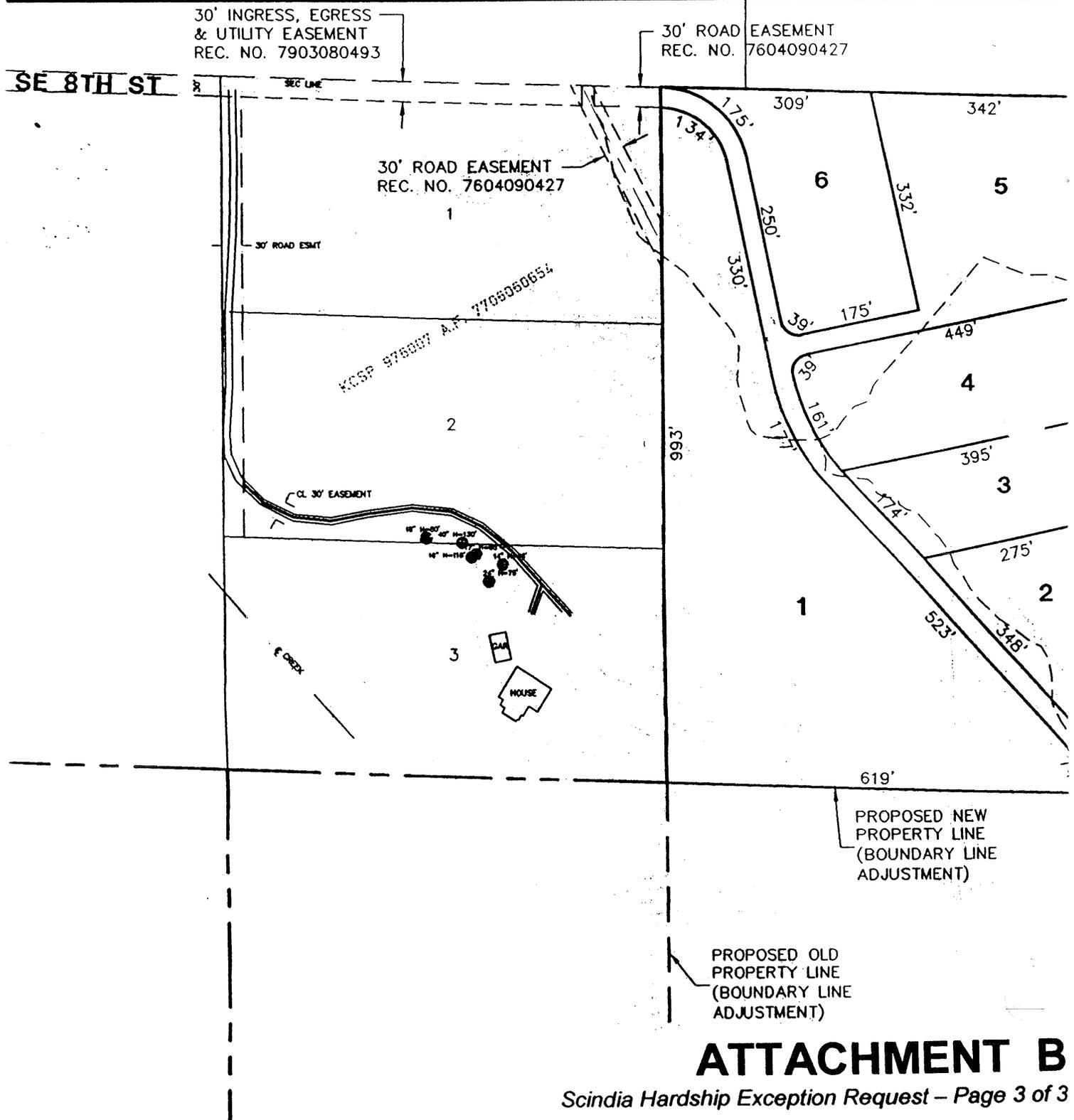
LESSOR _____

SCALE: 1 INCH = 200 FT.

DUTY ASSESSOR _____

PORTION OF _____ OF NW 1/4, S. 5

COUNT NUMBER _____



ATTACHMENT B



SAMMAMISH PLATEAU

WATER AND SEWER DISTRICT

April 18, 2001

Fred Mattison
Scindia Partners Representative
705 NW Gilman Blvd.
Issaquah, WA 98027

**RE: Sewer Utility Local Improvement District S-10
Assessments on Tax Parcels 052406-9033, 052406-9117, 052406-9118**

Dear Mr. Mattison:

The Sammamish Plateau Water and Sewer District received your letter dated April 10, 2001 (copy attached) concerning assessments associated with Sewer Utility Local Improvement District S-10 (ULID S-10). Your letter indicates a request to delay foreclosure action currently being pursued by King County as a result of some missed payments associated with ULID S-10.

The District Board of Commissioners considered your request at their meeting of April 16, 2001. The ULID S-10 assessments were pledged to pay off bonds that have associated bond covenants. According to Cynthia Weed of Preston, Gates & Ellis, the District Bond Counsel, the District's bond covenants require the District to promptly and diligently pursue payment of the assessments. By statute and contract the District is required to proceed and can not grant your request for delay of the foreclosure proceeding. Therefore, the Board has denied your request to delay foreclosure action.

If you require additional information, or have further questions, please contact our office.

Sincerely,

Jay Regenstreif, P.E.
Planning Engineer

April 10, 2001

**Sammamish Plateau Water and Sewer District
1510 228th Ave SE
Issaquah, Wash. 98029**

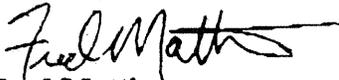
Re; Request for deferment of ULID payments and foreclosure action

Dear SPW&S,

The City of Sammamish City Council has asked me to request a delay in foreclosure action from you regarding the sewer ULID for the owners of the Scindia property, Tax parcels #0524069033, 0524069117, 0524069118. The owners have paid more than \$220,000 towards the assessment and have been unable to develop their property due to past governmental regulation. They are now behind in their payments and foreclosure actions have been pursued by King County in reference to the ULID. The Scindia Partners have made a request to the city council to be allowed to develop 6 homesites to pay off the ULID arrears along with past due property taxes.

The council specifically has asked for a written response from SPW&S to this request. In January, the verbal response from your organization was that a delay in payments was not possible. If it is or not, a written response would be appreciated. I will be meeting with the Sammamish City Council on April 18th, next Wednesday evening. I would be happy to pickup a written response at your office. My email and fax information is also listed below if you wish.

Sincerely,



**Fred Mattison
Scindia Partners Representative
705 NW Gilman Blvd.
Issaquah, Wash 98027
206-947-4639 phone
425-391-7694 fax
fredmattison@msn.com email**



SAMMAMISH PLATEAU

WATER AND SEWER DISTRICT

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705 NW Gilman Blvd.
Issaquah, WA 98027

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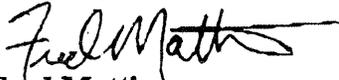
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SAMMAMISH PLATEAU

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April 18, 2001

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AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject:
Trossachs Division 8 Subdivision

Meeting Date: April 18, 2001

Date Submitted: March 22, 2001

Originating Department: Community Development

Action Required:
Motion to approve subdivision

Clearances:
 Administration Police

Public Works Fire

Building/Planning Attorney

Exhibits/Attachments:
A) Final Plat Map & Vicinity Map
Transmittal Letter – March 14, 2001
C) Hearing Examiner Decision - June 21, 1999

D) Engineer's Letter Feb. 27, 2001
E) Recreation Letter Feb. 28, 2001
F) SP W/S D Letter Feb. 5, 2001

Budgeted Amount: N/A Legislative Approval

Summary Statement:

This item was tabled from the April 4, 2001 meeting. The proposed plat is 56 lots with drainage, recreation and landscape tracts, proposed by The Trossachs Group, Inc. The proposal was reviewed and approved by King County DDES, and the required infrastructure (drainage, roads, sidewalks, etc) improvements have been under construction, under King County DDES staff inspection. Here are the key points:

Roads are built to King County Road Standards. Drainage meets 1998 KCSWDM. Recreation tract provides for an active play sports field (youth soccer). There was a SEPA appeal hearing in 1999.

The MPS transportation impact fees have been paid to King County for 56 lots, in addition to the required frontage and internal streets in the plat conditions. The Issaquah School Impact fees are paid to 50% of the rate of \$2,329, with the balance to be paid at building permit.

Recommended Motion:

Approve 56-lot Trossachs Division 8 Subdivision and authorize the Mayor to sign mylars of the _____ al plat.

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2001-**

**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, GRANTING
FINAL PLAT APPROVAL TO THE PLAT OF TROSSACHS DIVISION 8
SUBDIVISION**

WHEREAS, the City Council has received King County's recommendation of approval for the final plat of Trossachs Division 8 Subdivision designated King County File No.L97P0035; and

WHEREAS, the City Council has reviewed said plat and finds that it conforms to all terms of the preliminary plat approval and applicable land use laws and regulations; and

WHEREAS, the City Council desires to grant final approval to the plat of Trossachs Division 8 subdivision;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions.

The City Council hereby adopts the findings and conclusions included in the King County Hearing Examiner's June 21, 1999 decision for the preliminary plat of Trossachs Division 8 King County File No.L97P0035, attached hereto and incorporated herein as Exhibit C.

Section 2. Grant of Approval. The City Council hereby grants final approval to the plat of Trossachs Division 8 Subdivision, King County File No.L97P0035.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF _____ 2001.**

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: March 27, 2001

Passed by the City Council:

Resolution No.:

March 19, 2001

TO: Melonie Anderson, City Clerk
From: Matt Mathes, Special Project Planner

**RE: Trossachs Division 8 Final Plat
City Council Regular Meeting - April 4, 2001**

The materials under this cover memo have been selected from the full file as the agenda packet materials for review by City Council. The enclosed materials are:

Ex. A - Final Plat Map & Vicinity Map (Reduced to 8-1/2 x 11)	2 pages
Ex. B - Transmittal Letter & Email – March 14, 2001	3 pages
Ex. C - Hearing Examiner Decision - June 21, 1999	25 pages
Ex. D - Engineer's Letter Feb. 27, 2001	7 pages
Ex. E - Recreation Letter Feb. 28, 2001	3 pages
Ex. F - SP W/S D Letter Feb. 5, 2001	1 page
Total	41 pages

Guide to Packet Materials:

There may be a bit of difficulty in locating Trossachs Division 8 site. Please refer to the vicinity map under Attachment A. Note that the site is located southeast of the intersection of Trossachs Blvd. with the southern boundary limit of Section 36 park site.

Next, it is essential to know that the original Trossachs Division 8 & 9 has been renumbered as Division 8, 9, 10 & 11. The final plat of Trossachs 8 now refers to 56 lots, a portion of the total number of proposed lots and units shown in the Hearing Examiner's Decision throughout Attachment C. So, City Council will be seeing the same plat conditions (Attachment C) for the final plat approvals for Trossachs 9, 10 & 11 in future years.

Also, kindly note that the Engineer's letter under Attachment D is needed to track the change in names and sizes of tracts from the original tract names mentioned in the Hearing Examiner's Decision under Attachment C. The final plat map tract labels shown under Attachment A are referenced in the Attachment D letter.

Summary Statement:

The proposed final plat is 56 lots with drainage, recreation and landscape tracts, proposed by The Trossachs Group, Inc. The proposal was reviewed and approved by King County DDES, and the required infrastructure (drainage, roads, sidewalks, etc) improvements have been under construction, under King County DDES staff inspection. Here are the key points:

Roads are built to King County Road Standards. Drainage meets 1998 KCSWDM, with 4 drainage variances approved or amended. Recreation Tract AN provides for an active play sports field (youth soccer). The plan is on file. There was a SEPA appeal hearing in 1999 and several plat conditions are a direct result of the appeal case. One notable condition is the requirement to inform new residents about stormwater related water quality issues with pamphlet (See Attachment C, pages 19 & 20, Condition #29. B.).

All MPS transportation impact fees have been paid to King County for 56 lots, in addition to the required frontage and internal streets in the plat conditions. The Issaquah School Impact fees are paid to 50% of the rate of \$2,329 per unit, with the balance collected by City of Sammamish at building permit.

The codes, covenants & restrictions (CC & R's) are amended from the basic CC & R's adopted and used in the prior plat divisions at Trossachs. A copy the amendment is on file at City Hall and is available for review upon request.

All conditions are met at time of staff report, including the WSDOT mitigation fee payment. The WSDOT receipt copy is on file, mentioned as outstanding on page 1, paragraph 1 and page 3 of Attachment A in your packet, now completed.

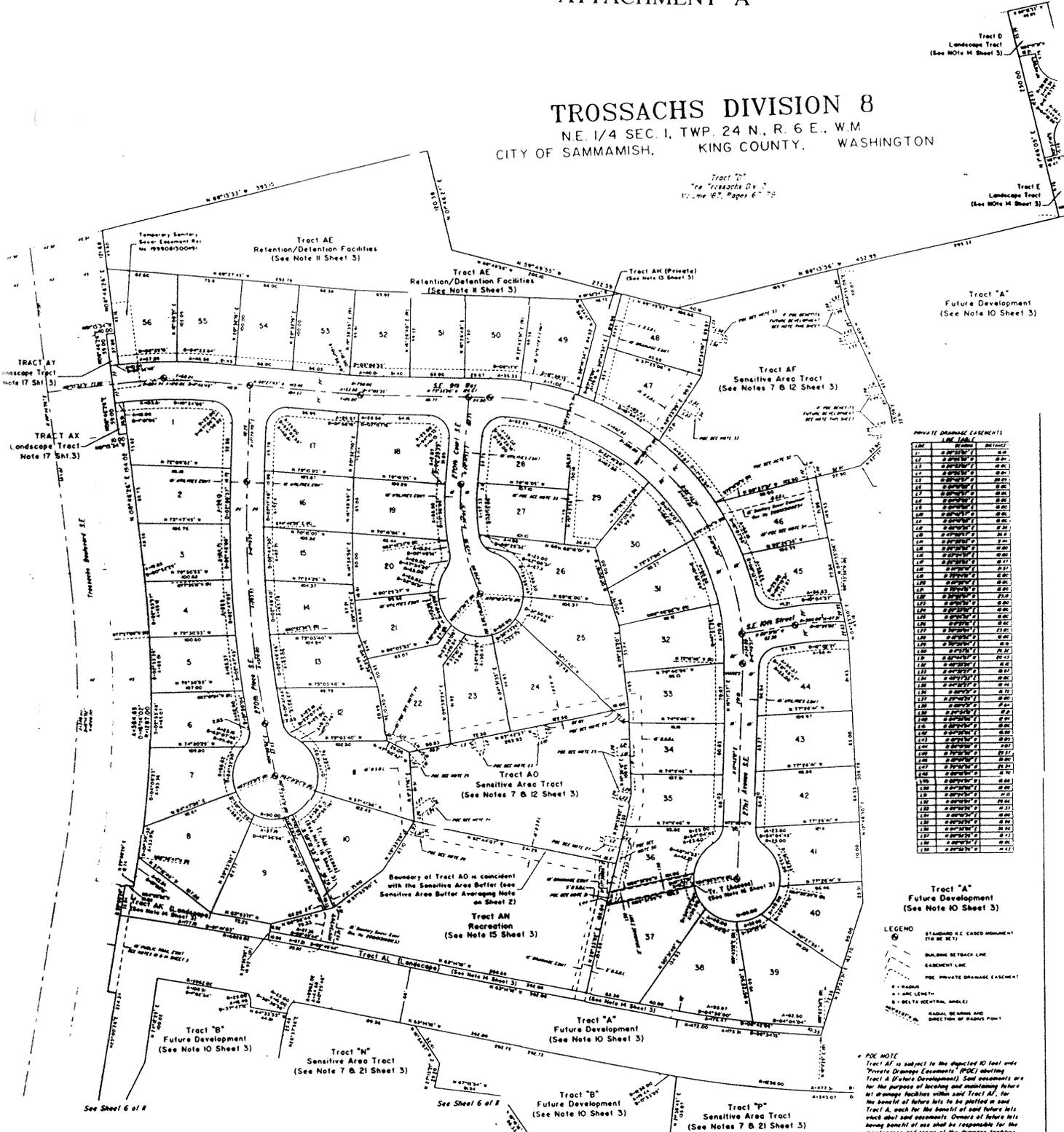
Finally, KC DDES staff maintains control of this plat during construction, including inspection of roads, stormwater, recreation and landscape improvements.

Recommended Motion:

Approve 56-lot Trossachs Division 8 Subdivision and authorize the Mayor to sign mylars of the final plat.

TROSSACHS DIVISION 8

N.E. 1/4 SEC. 1, TWP. 24 N., R. 6 E., W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



PRIVATE DRAINAGE EASEMENTS

LINE LABEL	DISTANCE
1.01	4.00
1.02	4.00
1.03	4.00
1.04	4.00
1.05	4.00
1.06	4.00
1.07	4.00
1.08	4.00
1.09	4.00
1.10	4.00
1.11	4.00
1.12	4.00
1.13	4.00
1.14	4.00
1.15	4.00
1.16	4.00
1.17	4.00
1.18	4.00
1.19	4.00
1.20	4.00
1.21	4.00
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1.90	4.00
1.91	4.00
1.92	4.00
1.93	4.00
1.94	4.00
1.95	4.00
1.96	4.00
1.97	4.00
1.98	4.00
1.99	4.00
2.00	4.00

LEGEND

- STANDARD 8" CIRC. MANHOLE TO BE SET
- BUILDING SETBACK LINE
- EASEMENT LINE
- PDE PRIVATE DRAINAGE EASEMENT
- R - RADIUS
- L - LINE LENGTH
- B - BETA (CENTRAL ANGLE)
- RADIAL BEARING AND DIRECTION OF RADIAL POINT

*** PDE NOTE**
Tract AF is subject to the depicted 10 foot wide Private Drainage Easements (PDE) abutting Tract A Future Development. Said easements are for the purpose of locating and maintaining future lot drainage facilities within said Tract AF, for the benefit of future lots to be platted in said Tract A, each for the benefit of said future lots, which said easements. Owners of future lots having benefit of use shall be responsible for the maintenance and repair of the drainage facilities within the easements.



HUGH G. GOLDSMITH & ASSOCIATES, INC.
Consulting Engineers Surveyors Planners
1215 84th Avenue S.E. Bellevue, Washington 98004
Bellevue Office Park (425) 462-1060

**King County
Department of Development
and Environmental Services**900 Oakesdale Avenue Southwest
Renton, WA 98055-1219

March 14, 2001

Matt Mathes, Special Project Planner
City of Sammamish
704 228th Ave. NE, PMB 491
Sammamish, WA 98053RE: Trossachs Division 8

Dear Mr. Mathes:

The Land Use Services Division has completed the review of the final map page and supporting documents for recording the above plat (File L97P0035). This review has determined that the plat has met all applicable regulations and conditions of approval, with the exception of Hearing Examiner recommendation number 19. Proof of payment to Washington State Department of Transportation (WSDOT) to mitigate traffic impacts must be provided to the City prior to recording. WSDOT is allowing a portion of this fee to be paid with the recording of each phase of this project as discussed in the enclosed e-mail. This agency's review was performed pursuant to the interlocal agreement between the City of Sammamish and King County.

Based on that review, and the City's approval of the above recommendation number 19, the County recommends the final map page mylars be approved and signed by the City, then forwarded to the King County Records and Elections Office to be recorded. To assist in your discretionary decision, we are forwarding a copy of the key file documents to you at this time.

A performance bond in the amount of \$1,626,300 has been furnished to King County to guarantee all required road and storm drainage improvements are completed within two years of the date of recording. Additionally, a bond for wetland mitigation in the amount of \$55,690, a bond for street trees in the amount of \$37,500, and a bond for the recreation facilities in the amount of \$158,482 have also been furnished to King County. These financial guarantees are transferable to the City. Also a plat recording fee in the amount of \$68.00 has been paid. It is our understanding that King County will continue to provide on-site inspections of road and drainage work on behalf of the City under the terms of the agreement.

Matt Mathes, Special Project Planner

March 14, 2001

Page 2

After obtaining the city approvals, please deliver the plat mylars together with one copy and a copy of this letter to the King County Assessors Office for processing. For information call Nimpa Gueco at (206) 296-5140.

At the time of recording please send a copy of the recorded plat to Shirley Goll in care of King County at the address above.

If you have any questions on this letter, please contact Steve Van Patten at (206) 296-7197.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Sanders', with a horizontal line extending to the right.

James H. Sanders, P.E.
Development Engineer

Enclosures:

cc: Raymond E. Florent, P.L.S., Senior Engineer, Engineering Review Section
ATTN: Steve Van Patten, P.L.S., Engineer, Engineering Review Section
Steve Townsend, Supervising Engineer, Land Use Inspection Section

VanPatten, Steve

From: Florent, Ray
Sent: Wednesday, March 14, 2001 12:07 PM
To: VanPatten, Steve
Subject: FW: Trossachs 8

FYI

From: Sutherland, John[SMTP:SutherJ@WSDOT.WA.GOV]
Sent: Wednesday, March 14, 2001 11:48 AM
To: 'ray.florent@metrokc.gov'
Cc: 'lisabaker@murrayfranklyn.com'
Subject: FW: Trossachs 8

Ray, I have no objections to this plat recording at this time.

> -----Original Message-----

> From: Sutherland, John
> Sent: Wednesday, March 14, 2001 10:51 AM
> To: 'steve.vanpatten@metrokc.gov'
> Cc: 'lisabaker@murrayfranklyn.com'
> Subject: Trossachs 8

>
> Steve,
>

> I am the WSDOT NW Region, East King Area Developer Services Engineer. I
> have worked with Lisa Baker, Murray Franklyn, on a number of developments
> and am working with her now on Trossachs.

>
> Some time ago we developed and agreed to a mitigation for Trossachs,
> divisions 8 and 9. At that time the divisions were considered as two,
> undivided development divisions. Since then, the developer has chosen to
> divide them into subdivisions and has asked to re-calculate and make
> payment for mitigation, for those smaller divisions, as they are plated.

>
> The request has been granted and I am in the process of creating the
> agreements for the smaller divisions. The sum total will be the same, the
> lots plated will be calculated for mitigation at the same rate as
> originally agreed to, just in smaller batches.

>
> Please allow the platting process to proceed for the Trossachs 8
> development and do not let the delay in paperwork on my end hold it up. I
> will be formulating the necessary agreement and I expect to receive
> payment for mitigation from Lisa soon, if the situation does not resolve
> as I expect it to, I will be in touch.

>
> Thank you,
> John.

June 21, 1999

**OFFICE OF THE HEARING EXAMINER
KING COUNTY, WASHINGTON**
850 Union Bank of California Building
900 Fourth Avenue
Seattle, Washington 98164
Telephone (206) 296-4660
Facsimile (206) 296-1654

REPORT AND DECISION ON APPLICATION FOR PRELIMINARY PLAT APPROVAL

SUBJECT: Department of Development and Environmental Services File No. **L97P0035**

TROSSACHS DIVISIONS 8 & 9
Preliminary Plat Application & SEPA Appeal

Location: Lying adjacent to Trossachs Boulevard, approximately between Southeast 8th Place (if constructed) and Southeast 22nd Way

Applicant: The Trossachs Group, *represented by* **Joel Haggard**, Attorney At Law
1200 Fifth Avenue #1200, Seattle, WA 98101
Facsimile: (206) 623-5263 Telephone: (206) 682-5635

Intervenor: **Robert Seana**
623 West Snoqualmie River Rd SE
Carnation, WA 98014
Telephone: (425) 222-6311

Department: Department of Development and Environmental Services, *represented by*

Land Use Services Division Lanny Henoeh 900 Oakesdale Avenue SW Renton, WA 98055 Facsimile: (206) 296-7051 Telephone: (206) 296-7168	Land Use Services Division, SEPA Barbara Heavey 900 Oakesdale Avenue SW Renton, WA 98055 Facsimile: (206) 296-7051 Telephone: (206) 296-7222
---	---

Department: King County Department of Transportation, Transportation Planning Division
represented by **Dick Etherington**
821 Second Avenue MS65, Seattle, WA 98104
Facsimile: (206) 689-4750 Telephone: (206) 689-4709

MAIN FILE COPY

3
B2

TOPICS/ISSUES ADDRESSED:

- compatibility of uses
- erosion
- flooding
- open space
- recreation areas
- rivers and streams
- sidewalks
- walkways
- streams
- surface water conveyance
- surface water drainage

SUMMARY OF REPORT AND DECISION:

Preliminary plat approved, located on two separated parcels, containing 362 single family residential lots and a multi-family classified lot for 174 dwelling units in approximately 29 buildings.

SUMMARY OF RECOMMENDATIONS:

Department's Preliminary:	Approve, subject to conditions
Department's Final:	Approve, subject to conditions (modified)
Examiner:	Approve, subject to conditions (modified)

EXAMINER PROCEEDINGS:

Hearing Opened:	June 3, 1999
Hearing Closed:	June 4, 1999

Participants at the public hearing and the exhibits offered and entered are listed in the attached minutes. A verbatim recording of the hearing is available in the office of the King County Hearing Examiner.

FINDINGS, CONCLUSIONS & DECISION: Having reviewed the record in this matter, the Examiner now makes and enters the following:

FINDINGS:

1. **General Information.**

Owner/Developer:	The Trossachs Group Attn: Michael Miller 14410 Bel-Red Road, Suite 200 Bellevue, WA 98007 Telephone: (425) 644-2310
------------------	---

Engineer: Hugh G. Goldsmith & Associates, Inc.
P.O. Box 3565
Bellevue, WA 98009
Telephone: (425) 462-1080

STR: 1-24-6

Location: Lying adjacent to Trossachs Boulevard, approximately between Southeast 8th Place (if constructed) and Southeast 22nd Way

Zoning: Division 8---R-6-P
Division 9—R-6-P and R-4-P

Acreage: Division 8—107.9 acres
Division 9—47.1 acres

Number of Lots: Division 8—362 single family lots
Division 9—12 single-family lots and a future development tract for 174 apartment units in approximately 29 buildings
Total—374 single-family lots and 192 apartment units

Density: Division 8—approximately 3.4 dwelling units per acre
Division 9---approximately 4.33 dwelling units per acre

Lot Size: Ranges from approximately 5,000 t 10,000 square feet

Proposed Use: Detached single family residences and apartments

Sewage Disposal: Sammamish Plateau Water & Sewer District

Water Supply: Sammamish Plateau Water & Sewer District

Fire District: No. 27

School District: Issaquah School District No. 411

Complete Application (Vesting) Date: September 4, 1997

2. **Proposal.** This is a proposal to subdivide two non-contiguous parcels, totaling 155 acres, into 374 lots for detached single-family residences and a future development tract for the construction of 174 apartment units in 29 buildings. The proposed lot sizes for the single-family residences range from approximately 5,000 to 10,000square feet.

The northern parcel of the project, identified as Division 8, is roughly 107.9 acres in size. There are 362 lots proposed for detached single-family residences in Division 8. The proposed density for Division 8 is approximately 3.4 dwelling units per acre, according to the King County Code procedures for determining density.

The southern parcel, Division 9, is 47.1 acres in size. There are 12 single-family residences and 174 apartment units proposed in Division 9. The proposed density for the finally approved Division 9 is roughly 3.62 dwelling units per acre, reduced significantly from earlier versions.

3. **State Environmental Policy Act.** An EIS is not required. On March 10, 1999 the Department issued a Mitigated Threshold Determination of Non-Significance for the proposed development. That is, the Department issued its determination, based on its review of relevant environmental documents, that the proposed development would not cause probable significant adverse impacts upon the environment if certain environmental impact mitigating measures were implemented.

The mitigating measures required by the Department addressed impacts related to the Trossachs Boulevard/Duthie Hill road intersection; the Duthie Hill Road/Issaquah Beaver Lake Road intersection; Issaquah Fall City/East Lake Sammamish Parkway intersection; and, several measures regarding water quality and fisheries habitat.

On March 31, 1999, a timely appeal of the SEPA determination was filed with the Department of Development and Environmental Services (DDES) by Mr. Tom Sanderson. A pre-hearing conference was held on April 20, 1999 by the Hearing Examiner. Subsequently, on May 19, 1999, DDES received a letter from Mr. Sanderson, indicating that he has withdrawn his appeal. This Report and Decision contains no further consideration of the Sanderson appeal. Concurrently, the Applicant reduced the number of units in the multi-family portion of proposed Division 9, thereby reducing the number of buildings, in order to assure adequate on site multi-family parking. The complete MDNS language is stated on pages 3 through 5 of the Department's Preliminary Report to the Hearing Examiner dated June 3, 1999 (Exhibit No. 2).

4. The Department recommends granting preliminary approval to the proposed plat of Trossachs, Divisions 8 & 9, subject to the 29 conditions of final plat approval stated on pages 18 through 26 of the Department's Preliminary Report to the Examiner dated June 3, 1999 (Exhibit No. 2), *except* for the following changes:
 - a. **Adequate Recreation Space.** With the Applicant offering to make appropriate provision for access to recreational open space located within the multi-family portion of Division 9, the Department withdraws recommended Condition No. 25 which would have required a fee-in-lieu of recreation space. The revised Departmental language appears as Condition No. 25 on page 17 of this Report and Decision.
 - b. **Appropriate Provision for Walkways, Sidewalks and Safe Walking Conditions.** The hearing record contains considerable discussion regarding the walkway and sidewalk requirements of the County and proposals of the Applicant. The change in Condition 9, offered by the Applicant and accepted by the Department, makes it clear that the contingency of obtaining a right-of-way use permit applies to all of the improvements listed in Condition 9.
 - c. **Surface Water Management Variances.** The proposed plat of Trossachs Divisions 8 & 9 is based upon certain road variances, file numbers L97V0103 and L98V0081. A letter in the hearing record (Exhibit No. 31) jointly signed by Joe Miles, P.E., Supervising Engineer, Engineering Review Section of the Land Use Services Division and by Jeff O'Neill, Site Engineering and Planning Supervisor, Building Services Division, retracts certain surface water management variance conditions. In order to eliminate the conflict between these variances and revisions in the proposed design project plans and more recent variances which supercede these earlier variances.
 - d. **Clarifications.** The Applicant has requested several clarifications to the plat approval conditions recommended by the Department. The Department accepts most of the Applicant's requests, specifically clarification amendments to the following conditions of final plat approval: 4, 8c, 8d, 8f, 9c and 9cii, 14, 16a, 16b, 16c, 16g, 16k, 20, 23, 24c. The originally recommended conditions are stated in the staff report (Exhibit No.2). The revisions/clarifications requested by the Applicant are

contained in Exhibit No. 28. The Examiner's accepted revisions are stated in the identically numbered conditions stated in the decision of this Report and Decision below. The Examiner made minor modifications to the requested clarifications to recommended conditions 8d and 23 with the agreement of the Department and the Applicant.

The Department corrects its staff report at page 10, section I.1 regarding lot pattern and density. The revised paragraph 1 of section I of the Department's Preliminary Report to the Examiner (Exhibit No. 2) deletes the word "appears." Thus, the second sentence of I.1 on page 10 of the Department's Report now reads: *The subject plat meets the base density, minimum density, minimum lot width, and minimum lot area requirements of the R-4 and R-6 zones.*

5. **Applicant's Response.** Applicant Pacific Properties *accepts* the Department's recommendation as described in Finding 4, above *except* for the following:

Protection from Erosion Hazards. The Applicant argues that recommended Condition 8i as contained both in the Department's Preliminary Report to the Examiner (Exhibit No. 2) and as revised by the Department (Exhibit No. 32) contains redundant language which could be misunderstood upon later review. The Applicant argues that, essentially, there is no such thing as "harmless" redundancy; that redundancy invariably leads to misunderstanding when the redundancy occurs in legal documents. The language at the crux of this disagreement reads as follows:

No soil disturbance (including individual residential or commercial building pad preparation) shall occur outside the specific time limits unless otherwise approved by King County.

The Applicant seeks to remove this language because it is already covered by the Department's reference to KCC 16.82.150.D stated earlier in both versions of recommended Condition 8i recommended by the Department.

6. **Patterson Creek Drainage.** Intervenor Robert Seana brings forward concern regarding the downstream impacts upon his property and other properties within the Patterson Creek basin. Mr. Seana seeks assurance that no further increase in Patterson Creek flooding will result from the proposed development. The Department responds that the hearing record contains no evidence showing that Trossachs Divisions 8 & 9 will make downstream flooding worse. The Applicant argues that the Intervenor's concerns exceed the scope of the Examiner's plat review; and, that the Intervenor has established neither a trend of increased flooding nor an association between Patterson Creek flooding and upstream land development.

The Seana property is located east and downstream from the subject property. Although the Seana property does not abut Patterson Creek (but rather, Snoqualmie River) it nonetheless receives flood waters from Patterson Creek. Mr. Seana is uncertain as to whether the flooding emanates from the Patterson Creek banks as a *split* in stream course as the stream *approaches* the Snoqualmie valley floor or whether the flood waters overtop the banks as Patterson Creek *crosses* the Snoqualmie valley floor and Snoqualmie River floodplain. This distinction is important because, if this information were contained in the hearing record, it would provide insight as to whether the Patterson Creek flooding occurs due to back flows forced by the Snoqualmie River, or whether the Patterson Creek flooding results independently from

Snoqualmie River behavior. Without this information—and Mr. Seana testifies that he has discussed the matter without conclusion with his neighbors—we are left with the Applicant's contention that the Seana property is located within the FEMA/Corps of Engineers designated Snoqualmie floodplain and therefore, of course, floods.

The evidence offered by the Intervenor at first blush suggests that there is some kind of recent trend, coinciding with upland development, that has increased Patterson Creek peak flows. However, both public and private review engineers testify that a 7-year monitoring period is entirely too short to draw any trend conclusion. King County requires drainage engineers to use a 30-year record. In addition, the adopted 30-year record used by King County includes an added synthetic 100-year flood because no such flood was contained in the 30-years selected.

Although the Trossachs Preliminary Plat is vested to the 1990 Surface Water Design Manual, the Applicant has volunteered to design drainage facilities in accordance with standards from the 1998 drainage manual for most of the plat, including those portions draining to the Patterson Creek basin. These standards include the County's most rigorous KCRTS Level III Detention Standard, which controls storm events up through the 100-year storm. These standards increase immensely the storm water retention/detention storage volume in order to assure minimal peak flows (at rates significantly below peak discharge rates existing prior to development). In addition to these drainage discharge controls, infiltration of rooftop drainage will be required wherever feasible.

7. **Open Space Buffer Tract.** The hearing record contains considerable discussion regarding the 50-foot wide open space buffer located along the east boundary of Trossachs Division 8. That buffer is generally located between the easternmost lots of Division 8 and the Crittenden property, an active farm abutting the east boundary of the Division 8 Trossachs property. The buffer was provided to separate urban development from the Crittenden cattle. Although Trossachs is located within the Urban area of King County, the Crittenden property is designated Rural. Both sides (east and west) of the 50-foot wide open space will be fenced. The abutting new home sites will all have a 6-foot board fence separating them from the open space. Crittenden will retain a barbed wire fence. The Applicant and the Department are both satisfied with the narrow, "dead end" and inaccessible buffer area. No party testified in opposition. Due to questions raised by the Examiner, however, the hearing record contains some discussion regarding the appropriateness of this narrow, generally inaccessible buffer, which appears to be a potential dumping area for yard waste and possibly garbage. No party has opposed this tract.
8. **Departmental Report Adopted.** Except as otherwise indicated above, the Department of Development and Environmental Services Preliminary Report to the Hearing Examiner dated June 3, 1999 is accurate and adopted here by this reference. A copy of the Department's Report will be attached to those copies of this Report and Decision which are forwarded to the Metropolitan King County Council.
9. **Conclusions Adopted as Appropriate.** Any portion of the conclusions below that may be construed as a finding is hereby adopted as such.

CONCLUSIONS:

1. Regarding the Applicant's opposition to the hazard area seasonal clearing limit language contained in Condition 8i, the Examiner concludes that the Department has sound reason to cite the applicability of clearing limit regulations to residential or commercial building pad preparation. However, the language preferred by the Department that states "unless otherwise approved by King County" is dangerously imprecise. Condition 8i as stated in the decision which follows below seeks to recognize the Applicant's concern about assuring clarity to future reviewers while at the same time retaining reference to individual, residential or commercial building pads as sought by the Department. In addition, Condition 8i as stated below attempts to be more precise than to say "unless otherwise approved."
2. Regarding Patterson Creek flooding, it must be concluded that the hearing record lacks a clearly proven, demonstrated or shown nexus between the proposed Trossachs Divisions 8 & 9 and increased peak flood flows downstream and any alleged downstream Patterson Creek flooding. Rather, the hearing record shows remarkable measures to be both required and voluntarily provided that are intended to *reduce peak storm flows* during and immediately following peak storm events. Certainly, the reduced flow levels will continue after peak storm events have ended for a longer period than would have occurred under natural conditions. However, the hearing record contains no evidence that the extended duration will exacerbate either erosion (and sedimentation) or flooding. Thus, there are no extraordinary conditions beyond those already provided that are warranted by comprehensive plan, drainage manual, RCW 58.17.110 or—for that matter—State Environmental policy.

Because RCW 58.17.110 requires a finding that the proposed development will make "appropriate provision for drainage ways," I disagree with the Applicant's argument that the Seana intervention exceeds the scope of plat review. However, this disagreement does not affect the decision below.

3. The Examiner's concern that the proposed east boundary buffer may develop into a yard waste infested public nuisance need not govern the decision below. The area will be owned and maintained by the homeowner's association. If a policing problem develops it will have developed by virtue of the actions of the homeowner's association members themselves. On the east side of that same open space buffer, the cows are sure not to complain.
4. If approved subject to the conditions recommended below, the proposed subdivision will comply with the goals and objectives of the King County Comprehensive Plan, Subdivision and Zoning Codes, and other official land use controls and policies of King County.
5. If approved subject to the conditions recommended below, this proposed subdivision will make appropriate provision for the public health, safety and general welfare and for open spaces, for drainage ways, streets, other public ways, transit stops, potable water supply, sanitary wastes, parks and recreations, playgrounds, schools and school grounds, and safe walking conditions for students who only walk to school; and it will serve the public use and interest.
6. The conditions for final plat approval recommended below are in the public interest and are reasonable requirements to mitigate the impacts of this development upon the environment.

- 7. The dedications of land or easements within and adjacent to the proposed plat, as recommended by the conditions for final plat approval or as shown on the proposed preliminary plat submitted by the
- 8. Any portion of Findings 1 through 8 that may be construed as a conclusion is hereby adopted as such.

DECISION:

The proposed plat of Trossachs Divisions 8 & 9, DDES File No. L97P0035, as represented by Exhibit Nos. 9 and 22 is GRANTED PRELIMINARY APPROVAL, *subject* to the following conditions of final plat approval.



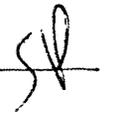
1. Compliance with all platting provisions of Title 19 of the King County Code.



2. All persons having an ownership interest in the subject property shall sign on the face of the final plat a dedication which includes the language set forth in King County Council Motion No. 5952.



3. Division 8 of the subject plat shall comply with the base density and minimum density requirements of the R-6 zone classification. Division 9 of the subject plat shall comply with the base density and minimum density requirements of the R-4 and R-6 zone classifications. All lots shall meet the minimum dimensional requirements of these zones and shall be generally as shown on the face of the approved preliminary plat, except that minor revisions to the plat which do not result in substantial changes may be approved at the discretion of the Department of Development and Environmental Services.



4. The final plat shall include, the total amount of acreage shown on the preliminary plat map in recreation tracts, open space tracts, and open space sensitive area tracts.



5. The applicant must obtain final approval from the King County Health Department.



6. All construction and upgrading of public and private roads shall be done in accordance with the King County Road Standards, established and adopted by Ordinance No. 11187.



7. The applicant must obtain the approval of the King County Fire Protection Engineer, regarding compliance with the fire hydrant, water main, and fire flow standards of Chapter 17.08 of the King County Code.

8. Final plat approval shall require full compliance with the drainage provisions set forth in King County Code 9.04. Compliance may result in reducing the number and/or location

of lots as shown on the preliminary approved plat. Preliminary review has identified the following conditions of approval, which represent portions of the drainage requirements. All other applicable requirements in KCC 9.04 and the Surface Water Design Manual (SWDM) must also be satisfied during engineering and final review.

- a. Drainage plans and analysis shall comply with the 1990 King County Surface Water Design Manual and applicable updates adopted by King County. DDES approval of the drainage and roadway plans is required prior to any construction.
- b. Current standard plan notes and ESC notes, as established by DDES Engineering Review shall be shown on the engineering plans.

- c. The following note shall be shown on the final recorded plat:

SP
Add a sentence in center

"All building downspouts, except as may be modified by the requirements of Condition 29.a.ii, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved construction drawings # _____ on file with DDES and/or the Department of Transportation. This plan shall be submitted with the application of any building permit. All connections of the drains must be constructed and approved prior to the final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be constructed at the time of the building permit and shall comply with the plans on file."

- d. Four drainage variances (L97V0103, L98V0081, L99V0008 and L99V0016) as/or may be amended by DDES are approved for this project. All conditions of approval for the variances shall be met, and reflected in the engineering plan submittals. See also Finding 4.c on page 4 of this Report and Decision and Exhibit No. 31.
- e. The preliminary plat is vested under the 1990 Drainage Manual. However, to mitigate downstream impacts, the applicant has volunteered to design storm water detention and water quality facilities consistent with the 1998 King County Surface Water Design Manual for all of the subject plat, with the exception of a small portion of Division 9. The final drainage plans for the subject proposal shall include facilities designed in accordance with the standards summarized in Attachment No. 13 to the DDES staff report. DDES may approve minor modifications to the water quality designs if found to provide an equivalent level of water quality protection. A note implementing this condition shall appear on the final plat.
- f. To prevent significant downstream discharge to the ravine north of Tract AE,

OK

Verify that
Spilling to N
is construction
bonded?
see Jill Rutt
letter

a high flow bypass pipe shall be constructed to convey flows southerly into the proposed detention pond located south of Trossachs Division 8. The detention pond outlet within Tract AE shall be designed to convey potential 100-year overflow into the bypass line. However, the pond emergency spillway shall be permitted to discharge north into Stream 0376.

g. Drainage control for Lots 372, 373 and 374 (Trossachs Division 9) is proposed within the multi-family detention facilities in Tracts B and E. Prior to recording these lots, the applicant shall demonstrate to the satisfaction of DDES that the multi-family drainage facilities are operational, or that an alternative drainage control system has been provided.

h. A geotechnical report shall be provided to address construction of detention ponds on slopes steeper than 15 percent. The final erosion control and drainage plans shall demonstrate compliance with the requirements of Special Requirement No. 11 in the 1990 Drainage Manual.

i. KCC 16.18.150.D applies to the subject property. Therefore, construction work involving soil disturbance, grading, and filling of the site, including individual residential or commercial building pad preparation, shall be limited to October 1 through March 31 unless King County DDES specifically approves an extension consistent with the provisions of KCC 16.82.150.D. DDES authority to allow development activity beyond these dates, shall not apply to "erosion hazard areas" as defined by KCC 21A.06.415. See also Condition 16k below. A note stating these requirements shall be clearly shown on the final plat and on the engineering plans.

j. A temporary erosion sedimentation control (TESC) supervisor shall be designated by the applicant, per Section 5.4.10 of the 1990 KCSWDM for highly sensitive sites. The supervisor shall have demonstrated expertise in erosion control per the above section. The site shall be reviewed as if construction is occurring in the wet season, at least weekly, and within 24 hours of significant storms. A written record of these reviews shall be kept on-site with copies submitted to DDES within 48 hours. A sign shall be posted at all primary entrances to the site, which clearly identifies the TESC supervisor and their phone number.

9. The proposed subdivision shall comply with the 1993 King County Road Standards(KCRS) including the following requirements: .

a. The proposed roads, access tracts, and joint use driveways shall be improved in accordance with the classifications shown on the preliminary plat, with the following exceptions. SE 8th Pl. between 270th Ave. SE and SE 10th St., and

SE 10th St. between 271st Ave. SE and 272nd Pl. SE shall be improved as subcollector roads.



b. The final plat shall contain notes to restrict lot access onto Trossachs Blvd. and SE 11th St. *not in Div 8*

c. Trossachs Boulevard shall be built to an urban minor arterial road classification standard (full width with sidewalks) from Duthie Hill Road to the north property line. However, compliance with this condition is contingent upon the reviewing agency granting a right-of-way use permit, if necessary, to permit the required work in the existing public right-of-way.

*Banded on Div. 9
Same Bound as Cond 27*

i. No improvements are required on the east side of the roadway, adjacent to the parcel owned by the Issaquah School District.

ii. On the east side of the roadway between the School District parcel Division 8, a separated walkway, or an eleven-foot-wide paved shoulder and a concrete extruded curb may be constructed in lieu of curb, gutter and sidewalk. The width of the shoulder may be reduced, if determined appropriate by KCDOT.

d. Five-foot-wide paved walkways shall be provided extending from the terminus of cul-de-sacs 268th Pl. SE and 269th Lane SE to Trossachs Blvd., and from the terminus of cul-de-sacs 270th Ave. SE and 271st Ave. SE to Tract AN. These walkways shall be located within tracts that are a minimum of 10 feet in width, and the tracts shall be owned and maintained by the homeowners association. A five-foot-wide paved walkway shall also be provided across Recreation Tract AN and Landscape Tract AL to SE 11th St., which is owned and maintained by the homeowners association.

*SP
verify
Div. 9*

e. Street trees shall be provided on roads within and adjacent to the subject plat, per Section 5.03 of the King County Road Standards and KCC 21A.16.050.

f. Modifications to the above road conditions may be considered by King pursuant to the variance procedures in KCRS 1.08.

SP 10.

All utilities within proposed rights-of-way must be included within a franchise approved by the King County Council, prior to final plat recording.

SP 11.

The applicant or subsequent owner shall comply with King County Code 14.75,

Pay @ Rec.

Mitigation Payment System (MPS), by paying the required MPS fee and administration fee as determined by the applicable fee ordinance. The applicant has the option to either: (1) pay the MPS fee at final plat recording, or (2) pay the MPS fee at the time of building permit issuance. If the first option is chosen, the fee paid shall be the fee in effect at the time of plat application and a note shall be placed on the face of the plat that reads, "All fees required by King County Code 14.75, Mitigation Payment System (MPS), have been paid." If the second option is chosen, the fee paid shall be the amount in effect as of the date of building permit application.

SP
Add Fee
Aut.

12.

Lots within this subdivision are subject to KCC 21A.43 and Ordinance 13338 which imposed impact fees to fund school system improvements needed to serve new development. As a condition of final approval, fifty percent (50%) of the impact fees due for the plat shall be assessed and collected immediately prior to recording, using the fee schedules in effect when the plat receives final approval. The balance of the assessed fee shall be allocated evenly to the dwelling units in the plat and shall be collected prior to building permit issuance.

SP

13.

The planter islands (if any) within the turnaround bulbs shall be maintained by the abutting lot owners or the homeowners association. This shall be stated on the face of the final plat.

SP

14.

The following note shall be shown on the final engineering plan and recorded plat:

RESTRICTIONS FOR SENSITIVE AREA TRACTS AND SENSITIVE AREAS AND BUFFERS

Dedication of a sensitive area tract/sensitive area and buffer conveys to the public a beneficial interest in the land within the tract/sensitive area and buffer. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, and protection of plant and animal habitat. The sensitive area tract/sensitive area and buffer imposes upon all present and future owners and occupiers of the land subject to the tract/sensitive area and buffer the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the tract/sensitive area and buffer. The vegetation within the tract/sensitive area and buffer may not be cut, pruned, covered by fill, removed or damaged without approval in writing from the King County Department of Development and Environmental Services or its successor agency, unless otherwise provided by law.

The common boundary between the tract/sensitive area and buffer and the area of development activity must be marked or otherwise flagged to the satisfaction of King County prior to any clearing, grading, building construction or other development

activity on a lot subject to the sensitive area tract/sensitive area and buffer. The required marking or flagging shall remain in place until all development proposal activities in the vicinity of the sensitive area are completed.

No building foundations are allowed beyond the required 15-foot building setback line associated with the sensitive area tracts unless otherwise provided by law.

SP
copy of bond quantity work sheet

- 15. The proposed subdivision shall comply with the sensitive areas requirements as outlined in KCC 21A.24. Permanent survey marking, and signs as specified in KCC 21A.24.160 shall also be addressed prior to final plat approval. Temporary marking of sensitive areas and their buffers (e.g., with bright orange construction fencing) shall be placed on the site and shall remain in place until all construction activities are completed.

- 16. Preliminary plat review has identified the following issues which apply to this project. All other applicable requirements for sensitive areas shall also be addressed by the applicant.

- a. Determine the top, toe, and sides of 40% slopes by field survey for such slopes which lie within the subject property, or within 65 feet of the subject property. A field survey is not required if permission to enter upon adjacent properties cannot reasonably be obtained. Provide a sensitive area buffer from these slopes, consistent with KCC 21A.24.310A and F, to the extent the buffer falls within the subject plat.

ok. to Nat Slope - note in plat
SP
Verify
Add - Slope in Tr. 5

Regarding Division 8, provide a 50 foot buffer from the wetlands in Tracts P and AF, from Wetland Y in Tract N, and from Wetlands S/SA east of Tract P. Provide a 25 foot buffer from the wetlands in Tract AO, and Wetland AA in Tract N.

SP
Need Buffer
Ave. Note

- c. Wetland buffer averaging as depicted on Exhibit No. 9 may be used, subject to compliance with KCC 21A.24.320.B and the approval of the Land Use Services Division.

SP
Wet Mit Plan copy

- d. The proposed filling of Wetlands U and DD is permitted, subject to compliance with KCC 21A.24.330K, the submittal of a wetland mitigation plan, and the approval of LUSD. LUSD may require the submittal of a bond to assure the installation of required wetland improvements and the survival of required plantings for a five year period.

- e. The storm water collection system for the subject plat shall be designed to maintain the hydrology of existing wetlands to the extent feasible, as determined by LUSD.

- f. A 25 foot buffer shall be provided from the Class 3 stream adjoining the southeast boundary of Division 8, to the extent the buffer falls within the subject plat.
- g. The proposed crossing of the above-noted stream with a storm water tight line and sanitary sewer line is permitted, subject to compliance with KCC 21A.24.370.
- DIV 9
- h. Tract A, Division 9 shall be designated as a sensitive area tract.
- i. The above-noted required wetland buffers and their associated wetlands and streams shall be placed in sensitive area tracts, to the extent such buffers, wetlands or streams fall within the subject property.
- j. Provide a 15 foot building setback from all sensitive area tracts and sensitive area buffers.
- k. The applicant shall delineate all erosion hazard areas on the site on the final engineering plans. Erosion hazard areas are defined in KCC 21A.06.415. The delineation of such areas shall be approved by an LUSD senior geologist. The requirements found in KCC 21A.24.220 concerning erosion hazard areas shall be met for these delineated areas, including seasonal restrictions on clearing and grading activities. The seasonal restrictions shall be clearly shown on the engineering plans. (Also see Condition 8i above.)

17. A homeowners' association shall be established which provides for the ownership and continued maintenance of the recreation and open space areas, and the pedestrian tracts.

18. Street trees shall be provided as follows:

- a. Trees shall be planted at a rate of one tree for every 40 feet of street frontage. Spacing may be modified to accommodate sight distance requirements for driveways and intersections.
- b. Trees shall be located within the street right-of-way and planted in accordance with Drawing No. 5-009 of the 1993 King County Road Standards, unless King County Department of Transportation (KCDOT) determines that trees should not be located in the street right-of-way.
- c. If KCDOT determines that the required street trees should not be located within the right-of-way, they shall be located no more than 20 feet from the street right-of-way line.

SP

d. The trees shall be owned and maintained by the abutting lot owners or the homeowners' association or other workable organization, unless the County has adopted a maintenance program. This shall be noted on the face of the final recorded plat.

e. The species of trees shall be approved by DDES and KCDOT if located within the right-of-way, and shall not include poplar, cottonwood, soft maples, gum, any fruit-bearing trees, or any other tree or shrub whose roots are likely to obstruct sanitary or storm sewers, or that is not compatible with overhead utility lines.

Plan is approved

SP

f. The applicant shall submit a street tree plan and bond quantity sheet for review and approval by DDES prior to engineering plan approval. KCDOT shall also review the street tree plan if the street trees will be located within the right-of-way.

SP
BOND ?

g. The street trees must be installed and inspected, or a performance bond posted prior to recording of the plat. If a performance bond is posted, the street trees must be installed and inspected within one year of recording of the plat. At the time of inspection, if the trees are found to be installed per the approved plan, a maintenance bond must be submitted or the performance bond replaced with a maintenance bond, and held for one year. After one year, the maintenance bond may be released after DDES has completed a second inspection and determined that the trees have been kept healthy and thriving.

A \$538 landscape inspection fee shall also be submitted prior to plat recording. The inspection fee is subject to change based on the current County fees.

19.

May be subject to fee 56/lot

The applicant shall make pro-rata share payments to the Washington State Department of Transportation to mitigate traffic impacts of the subject proposal. These payments shall be made, consistent with the "Voluntary Settlement Agreement To Mitigate Impacts To State Facilities," which is signed by the applicant on October 29, 1998 and concerns improvements to SR 202, and consistent with the "Supplemental Voluntary Settlement Agreement To Mitigate Impacts to State Facilities..." which is signed by the applicant on February 22, 1999 and concerns the SR-20/Sunset Way Interchange. These payments shall be made prior to the recording of the subject plat.

Need

\$ 338,600
Need receipt
\$ 54,498
20.

20. A minimum, 50-foot-wide native growth open space tract shall be provided along the east boundary of Division 8, to buffer Division 8 from the "rural" designated area. The clearing of vegetation from the open space tract shall be prohibited, except in the case of a danger to life or property. A note implementing this condition shall appear on the final plat.

Need

Div. 10

In addition to the above requirement, a six-foot-high, solid wood fence shall be constructed on the rear of the lots adjoining the east boundary of Division 8 (Lots 116 – 145), or a performance bond posted prior to final plat recording. The fence shall be shown on the final engineering plans. If a performance bond is posted, the fence must be installed within one year of recording the plat.

SEP
21.
DIV. 10

Proposed Sight Distance Tract AA shall be dedicated to King County as part of the right-of-way for SE 11th St. Street trees and other landscaping planted in this area shall not obscure required sight distance. The applicant may be required to submit documentation through the engineering review process to demonstrate this condition will be met.

SEP
22.
Revised per revised prelim & approved Eng.
23.
DIV 9

Tract AH, serving Tract AE, a storm water tract, shall be dedicated to King County and shall include an access/utility easement for Lot 245. Any paved road improvements constructed in Tract AH shall be maintained by the owner of Lot 245.

In addition to the wetland/sensitive area and recreation designations, Tracts A and C, Division 9 shall be labeled as a wildlife corridor. A management plan shall be prepared for the corridor, consistent with KCC 21A.14.270.D-G, which includes corridor enhancements such as additional plantings and bird nest boxes. The plan shall be reviewed and approved by the King County Department of Natural Resources. The existing recreation uses in Tract C, developed as part of phase 1 of Trossachs, may remain within the Tract. The management plan shall be approved prior to engineering plan approval.

24. For Division 8, suitable on-site recreation space shall be provided consistent with the requirements of KCC 21A.14.180 and KCC 21A.14.190 (i.e., sport court(s), children’s play equipment, picnic table(s), benches, etc.). The plan shall provide for the improvement of Tracts AC, AG, AP, AN, M and U with recreation facilities and landscaping. The following requirements shall also be met:

a. An overall conceptual recreation space plan shall be submitted for review and approval by LUSD, with the submittal of the engineering plans. The conceptual recreation plan shall include location, area calculations, dimensions, and general improvements. The approved engineering plans shall be consistent with the conceptual plan.

b. A detailed recreation space plan (i.e., landscape specifications, equipment specifications, etc.) consistent with the overall conceptual plan noted in Item “a” above, shall be submitted for review and approval by LUSD and King County Parks, prior to or concurrently with the submittal of the final plat documents.

SEP
Approved Plan?

WSP

c. Fencing of recreation tracts AP, AN, M and U shall be provided along SE 11th St. to prevent balls used in play by children from readily entering this street. The fencing may be cyclone fencing or wood split rail, however if a split rail fence is used, shrubbery vegetation shall provided adjacent to the fencing to provide an adequate barrier. Fencing adjacent to SE 11th Street shall provide for pedestrian access to the recreation tracts from SE 11th Street.

SJD
Bond

d. A performance bond for recreation space improvements to assure their installation, and the survival of required plantings for a three year period, shall be posted prior to recording of the plat.

Div. 9

25. Adequate recreation space for the 12 single family lots in Division 9 shall be provided within Division 9, pursuant to the provisions of KCC 21A.14.180. This recreation space may be located within the multi-family portion of Division 9. A note to this effect shall appear on the final plat.

*Div. 9 Condition
Verify
need copy*

The CCR's for Trossachs Divisions 1 through 9 shall provide for cross easements for the purpose of allowing the owners of single family lots in Divisions 1-9 access to the recreation space provided pursuant to KCC 21A.14.180 within the multi-family portion of Division 9, and allow the residents of the multi-family portion of Division 9 access to the recreation facilities in Divisions 1 through 8.

The following conditions have been established under SEPA authority as necessary to mitigate the adverse environmental impacts of this development. The applicant shall demonstrate compliance with these items prior to final approval.

26. **Trossachs Blvd./Duthie Hill Road** The intersection of Trossachs Blvd./Duthie Hill Road will function at LOS F in the PM peak hour for the northbound and southbound left turn movements. The Aldarra Farm subdivision will add a south leg to the existing "T" intersection. This intersection meets signal warrants with pipeline growth and full project build out of Trossachs 8 and 9 and Aldarra. The applicant shall individually or proportionally share with the plat of Aldarra the full cost of construction of a traffic signal at the intersection of Duthie Hill Road/Trossachs Blvd. The signal shall be designed and approved by King County Traffic Engineering prior to engineering plan approval. The Duthie Hill Road/Trossachs Boulevard intersection improvements shall include signal pole pedestals, all necessary underground conduits, and all related appurtenances, including in-street vehicle detection systems, to the requirements of King County Traffic Engineering. The balance of the signal installation shall not occur until traffic volumes at the intersection meet signal warrants. Prior to recording Trossachs Divisions 8 and 9 the applicant must provide traffic counts and signal warrant analysis to King County Traffic Engineering to determine the timing of signal installation. The applicant can either: install the traffic signal if warranted (funding assurances must be made prior to final plat recording), or pay a proportionate share with the plat of Aldarra to provide full funding to King County for a CIP project to install the traffic signal when warranted.

*email for
Aldarra plat
see C. & K
SJD
Verify
receipt
for fee*

27. **Duthie Hill Road/Issaquah Beaver Lake Road** The intersection of Duthie Hill Road/

*add
copy of
Bond*

*Consistent
not allowed
yet*

Issaquah Beaver Lake Road will function at LOS F in the PM Peak hour at the south approach. To mitigate the project's impacts at this intersection, the applicant shall, individually or proportionally, share with the plat of Aldarra the full cost of design and construction of an eastbound left turn lane and eastbound left turn merge lane on Duthie Hill Road for left turns into and out of Issaquah Beaver Lake Road. Engineering plans for this improvement must be reviewed and approved by Traffic Engineering Section and DDES prior to engineering plan approval of Division 8 or commercial building permit issuance for the Division 9 multifamily.

*SP
receipt*

28. **Issaquah Fall City/East Lake Sammamish Parkway** To mitigate the project's impacts at this intersection, this project shall pay a pro-rata share towards the North and South SPAR Road projects consistent with the developer's portion of CIP Projects 101289 and 200496. The developer's portion has been calculated at:

- CIP 101289: Spar North - \$263 per single family residential unit.
- CIP 200496: Spar South - \$362 per single family residential unit.

*Verify
w/ Aldarra RE
if including
new MPS fees*

If at the time of final plat recording, an updated MPS fee schedule, which includes the North and South Spar Road CIP projects is adopted, and if the developer chooses to pay MPS fees at the time of building permit approval, a pro-rata share payment, as noted above, will no longer be required at the time of final plat approval.

29. For the multifamily portion of Trossachs Division 9, the applicant shall pay the pro-rata fee based on multifamily development requirements, which calculates the fee at 60% of single family rates. This pro-rata payment shall be paid to King County Department of Transportation prior to commercial building permit issuance or final plat approval.

29. **Water Quality/Fish Habitat** The following mitigating measures shall be applied to the proposal to reduce the likelihood of significant adverse environmental impacts to Patterson Creek fishery resources:

a. To reduce the "effective" impervious surface created by the proposal:

i. All lawn areas and pervious areas in the Patterson basin in Divisions 8 & 9 (exclusive of areas of native vegetation protected by covenant or tract dedicated to the County) shall be amended with 4 inches of well-rotted compost. The compost shall be tilled into the native soil to a depth of 6 to 8 inches. Compost shall either comply with guidelines for compost quality on page 6-44 of the King County Surface Water Design Manual, September 1998 draft, or Ecology guidelines for Grade A compost quality (publication 94-38).

*SP
Need Note
Note 18 on plat*

In areas where tilling is not feasible, a 6-inch layer of hog fuel or shredded wood (not to be confused with beauty bark) shall be applied on top of the ground surface. Slopes with a slope of 2:1 or greater must use biodegradable erosion control blankets (usually made from coconut fiber, wheat straw, jute, etc.) with no more than

10% open surface to secure the mulch layer. Where slopes are less than 2:1, and erosion control concerns are minimal (e.g. ditches that do not receive flashy, seasonal, and/or intermittent high volume flows), the mulch layer, at a minimum, must be secured with jute matting with 1/4 inch mesh. However, erosion control blankets are preferred.

SR

Special construction inspection shall be required prior to installation of final landscaping on any lot. A performance bond shall be posted prior to issuance of a building permit to insure compliance with this condition. A note to this effect shall be placed on the final plat.

- ii. Rain gardens shall be used to the extent feasible to infiltrate roof runoff in Division 8 and 9. Rain gardens are basins or depressions planted with trees or shrubs that tolerate very wet conditions, such as willow, spirea, etc., and to which runoff water is directed before it is collected in the regular engineered drainage system.
- iii. Porous pavement or other permeable surface materials shall be used for all patios, walkways and paved surfaces not intended for vehicular traffic within individual residential lots and the multifamily areas of Divisions 8 & 9. During review of engineering plans, the applicant and King County shall determine the feasibility of using porous pavement alternatives to traditional concrete for roads, driveways and sidewalks in the Patterson basin in Divisions 8 & 9. If determined appropriate by the County, porous pavement shall be utilized. In addition, minimum road widths allowable per King County Road Standards shall be used to reduce the amount of impervious surface in the basin.

b. To reduce the concentration of metals entering Patterson Creek drainages:

i. A pamphlet for home owners shall be prepared and distributed to home purchasers in the Patterson Creek basin in Divisions 8 & 9. The pamphlet shall cover the following:

- The fishery value of Patterson Creek
- The endangered status of Puget Sound salmon
- Alternatives to roof maintenance with toxic chemicals and yard maintenance with pesticides
- Environmentally friendly lawn care practices
- Placement of mulching materials to increase permeability
- Explanation of rain gardens and maintenance procedures if located on single family lots
- Telephone numbers, internet sources of additional information

SR
Need
Attach
copy to comments
Need copy

The County shall review and comment on the draft pamphlet before it is finalized.

sf
sf

- ii. No external copper ornamentation shall be used as design features for homes in Division 8. A note to this effect shall appear on the final plat.
- iii. Use of unsealed copper or galvanized flashing, rain gutters, and downspouts shall not be allowed for home construction in either Divisions 8 or 9. A note to this effect shall appear on the final plat.
- iv. Galvanized pipes or materials shall not be used in any drainage system in Divisions 8 & 9 when substitutes are available, unless such materials are required by County codes. Where County codes require use of galvanized materials, alternatives will be sought where feasible and agreed to by the County.
- v. The water quality facilities in Division 8 shall be designed to comply with Section 6.1.3 of the 1998 King County SWM Manual (Resource Stream Protection Menu). The Resource Stream Protection Menu is designed to achieve 50% zinc removal for flows up to and including the WQ design flow.

em

- c. To minimize water temperature increases from the site in summer and decreases in winter, shading shall be provided for stormwater ponds (both wet ponds and detention ponds) in Divisions 8 & 9. The banks of the ponds shall be shaded with tall evergreen or columnar deciduous trees to the maximum extent feasible. Determining the size for the planting areas will be based on site conditions. Plantings shall be indicated on the plans with a notation indicating that the plants are necessary for shading.
- d. To increase dissolved oxygen levels in the discharge, the outlet of stormwater facility PC-2 in Division 8 shall be designed to maximize aeration of the discharged water. Opportunities to provide aeration in the PC-1 discharge shall be pursued and developed if feasible.

ORDERED this 21st day of June, 1999.

R. S. Titus, Deputy
King County Hearing Examiner

TRANSMITTED this 21st day of June, 1999, to the parties and interested persons shown on the attached list.

NOTICE OF RIGHT TO APPEAL

CONT'D

See 9 b. attached, revised prelim.
letter 8-24-00

In order to appeal the decision of the Examiner, written notice of appeal must be filed with the Clerk of the King County Council with a fee of \$125.00 (check payable to King County Office of Finance) *no later than Monday, July 5, 1999*. If a notice of appeal is filed, the original and six (6) copies of a written appeal statement specifying the basis for the appeal and argument in support of the appeal must be filed with the Clerk of the King County Council *no later than Monday, July 12, 1999*. Appeal statements may refer only to facts contained in the hearing record; new facts may not be presented on appeal.

Filing requires actual delivery to the Office of the Clerk of the Council, Room 403, King County Courthouse, prior to the close of business (4:30 p.m.) on the date due. Prior mailing is not sufficient if actual receipt by the Clerk does not occur within the applicable time period. The Examiner does not have authority to extend the time period unless the Office of the Clerk is not open on the specified closing date, in which event delivery prior to the close of business on the next business day is sufficient to meet the filing requirement.

If a written notice of appeal and filing fee are not filed within fourteen (14) calendar days of the date of this report, or if a written appeal statement and argument are not filed within twenty-one (21) calendar days of the date of this report, the decision of the hearing examiner contained herein shall be the final decision of King County without the need for further action by the Council.

MINUTES OF THE JUNE 3, 1999 AND JUNE 4, 1999 PUBLIC HEARING ON DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES FILE NO. L97P0035 – TROSSACHS, DIVISIONS 8 & 9:

R. S. Titus was the Hearing Examiner in this matter. Participating in the hearing and representing DDES were Lanny Henoach and Craig Comfort. Participating in the hearing and representing the Applicant were Joel Haggard and Mike Miller. Also participating in the hearing were Tom Uren and Robert Seana.

The following exhibits were offered and entered into the record:

Exhibits entered on June 3, 1999:

- | | |
|-----------------|---|
| Exhibit No. 1 | LUSD File No. L97P0035 |
| Exhibit No. 2 | LUSD Staff Report, prepared for the June 3, 1999 public hearing |
| Exhibit No. 3 | Environmental Checklist, received September 4, 1997 |
| Exhibit No. 4 | SEPA Mitigated Determination of Non-Significance, issued March 10, 1999. |
| Exhibit No. 5 | March 31, 1999 letter from Tom Sanderson, appealing the SEPA determination issued March 10, 1999. |
| Exhibit No. 6 | Faxed copy of a May 19, 1999 letter from Tom Sanderson, withdrawing his SEPA appeal. |
| Exhibit No. 7 | Affidavit of Posting, received May 11, 1999, concerning the posting of signs on the property giving notice of the June 3, 1999 public hearing. |
| Exhibit No. 8 | Applicant's application, received September 4, 1997 |
| Exhibit No. 9 | Revised plat map, received May 17, 1999 |
| Exhibit No. 10 | Revised Traffic Impact Analysis, prepared by Transportation Planning & Engineering, Inc. (TP & E), dated January 28, 1998 and received June 15, 1998. |
| Exhibit No. 11 | January 6, 1999 letter from Victor H. Bishop, President, TP & E containing a traffic impact analysis addendum concerning impacts to intersections with the City of Issaquah. |
| Exhibit No. 12 | Voluntary Settlement Agreement to Mitigate Impacts to State Facilities, concerning SR 202, signed by the Applicant and WSDOT in October, 1998. |
| Exhibit No. 13 | Supplemental Voluntary Settlement Agreement to Mitigate Impacts to State Facilities |
| Exhibit No. 14 | Copy of road variance application submitted by the Applicant to King County, proposing to delete a portion of a sidewalk to be constructed adjacent to Division 8 of the subject plat, and replace it with a portion of the regional trail to be constructed in the vicinity of the sidewalk. |
| Exhibit No. 15 | Preliminary Plat Downstream Analysis prepared by Hugh G. Goldsmith & Associates, Inc. dated August, 1997 and revised June, 1998. |
| Exhibit No. 16A | March 16, 1999 letter containing the DDES decision on Drainage Variance L99VA0016. |
| Exhibit No. 16B | February 16, 1999 letter containing the DDES decision on Drainage Variance L99VA008. |
| Exhibit No. 16C | October 27, 1998 letter containing the DDES decision on Drainage Variance L98V0081. |

- Exhibit No. 16D November 24, 1997 letter containing the DDES decision on Drainage Variance L97V0103.
 Exhibit No. 17 Table showing proposed water quality and quantity designs for the subject plat by sub-basin, prepared by Hugh G. Goldsmith & Associates, Inc.
 Exhibit No. 18 Land use map—Kroll Maps 960 East and West, 957 East and West, W ½ 6-24-7, W 1.2 31-25-7.
 Exhibit No. 19 May 20, 1999 memorandum from Joel Haggard indicating the proposed number of multi-family units proposed in Trossachs Division 9 is reduced from 192 to 174.
 Exhibit No. 20 File containing the following letters from concerned citizens:

Letter dated 9/8/97 from William H. Venema
 Letter dated 10/18/97 from Don Quigley
 Note dated 10/18/97 from Lynda Kent
 Letter dated 10/27/97 from William H. Venema
 Letter dated 10/29/97 from Frank Novak
 Letter dated 10/30/97 from Raymond Petit
 Letter dated 3/15/99 from Frank Novak
 Letter dated 3/29/99 from Robert G. Crittenden
 Letter dated 3/31/99 from Robert Seana
 Letter dated 4/26/99 from Robert Seana
 Letter dated 5/5/99 from Robert Seana
 Undated letter from Jon G. Stutz

- Exhibit No. 21A Summary of Testimony dated May 17, 1999, and signed by Victor H. Bishop, P.E., and Vince J. Geglia.
 Exhibit No. 21B Tom Uren Testimony Outline, dated May 17, 1999.
 Exhibit No. 21C Map (8 ½ by 14 inches), titled Proposed Urban Standard Improvements Trossachs Boulevard Preliminary Plat Divisions 8 & 9.
 Exhibit No. 21D Figure 6.4.3, titled Stormwater Wetland—Option B
 Exhibit No. 21E Figure 6.4.4.A, titled Combined Detention and Wetpond
 Exhibit No. 21F Figure 6.5.2.B, titled Sand Filter with Level Spreader
 Exhibit No. 21G Raingarden Conceptual Plan for Trossachs Divisions 8 & 9.
 Exhibit No. 21H Patterson Creek Dissipator & Outfall Detail drawing
 Exhibit No. 21I Exhibit 3 Map, titled Overall Storm Drainage Facility Plan, Preliminary Trossachs Divisions 8 & 9.
 Exhibit No. 21J Required Water Quality Pond Volumes per Various Regulatory Standards.
 Exhibit No. 21K Required Detention Volumes per Various Regulatory Standards
 Exhibit No. 21L Exhibit 2, Developed Conditions Drainage Basin Map
 Exhibit No. 21M Exhibit 1, Existing Conditions Drainage Basin Map
 Exhibit No. 21N Patterson Creek Basin Map showing Mr. Seana's property highlighted in blue.
 Exhibit No. 21O Trossachs Overall Preliminary Plat Map showing Duthey Hill Road
 Exhibit No. 21P Andrew Kindig Testimony Outline—Water Quality
 Exhibit No. 22 Colored illustrative map, (11 by 17 inches), Overall Preliminary Plat
 Exhibit No. 23 Hearing Examiner's Report and Decision regarding Trossachs Divisions 1 through 7.
 Exhibit No. 24A Letter to Hearing Examiner Titus from Roy Francis, Manager of King County Transportation Planning Division, re: Trossachs Divisions 8 & 9; L97P0035, 95-05-17-02.
 Exhibit No. 24B Staff Concurrence Report and Transportation Concurrence Resets, dated May, 1999.
 Exhibit No. 24C Trossachs II Concurrence File #95-05-17-02.
 Exhibit No. 25 Flood Plain Management Study (8 ½ by 14 inches), King County Unincorporated for Patterson Creek.
 Exhibit No. 26 Illustrative Hydrograph, drawn by Tom Uren
 Exhibit No. 27 FEMA floodmap of the Snoqualmie River and Patterson Creek.

Exhibits entered on June 4, 1999:

- Exhibit No. 28 Proposed Plat of Trossachs Divisions 8 & 9—Requested Changes to Recommended Conditions of Approval (Conditions 1 through 16).

- Exhibit No. 29A Three photographs of the Seana farm, including horses, field and barn.
- Exhibit No. 29B Preliminary Hydrologic Analysis and Level One Downstream Analysis Graph of Patterson Creek (Gauge 48A), February 1990 through June 1997, titled "Amended Treemont Residential Preliminary Plat", dated March, 1998.
- Exhibit No. 29C Mean Daily Flow overlay of Patterson Creek (Gauge 48A), February 1990 through June 1997.
- Exhibit No. 29D E-mail letter to Barbara Heavey from Marilyn Cox, dated February 17, 1999.
- Exhibit No. 29E Patterson Creek Reconnaissance Basin Report, dated February, 1993.
- Exhibit No. 30 Transmittal from D. Funke, WLRS Division, regarding Rainfall Patterns and Patterson Creek Flow Rates.
- Exhibit No. 31 Letter dated June 4, 1999 to Lanny Henoch from Joe Miles and Jeff O'Neill of DDES/Building and Land Use Services Division.
- Exhibit No. 32 DDES Recommended Substitute Condition 8.i of Staff Report
- Exhibit No. 33 Amended Condition No. 25 of Staff Report

RST:sje

Attachment/plats/L97P0035 RPT

Plat File Copy

July 1, 1999

**OF THE HEARING EXAMINER
KING COUNTY, WASHINGTON**

850 Union Bank of California Building
900 Fourth Avenue
Seattle, Washington 98164
Telephone (206) 296-4660
Facsimile (206) 296-1654

NOTICE OF REPORT CORRECTION.

SUBJECT: Department of Development and Environmental Services File No. **L97P0035**

TROSSACHS DIVISIONS 8 & 9
Preliminary Plat Application & SEPA Appeal

- Location: Lying adjacent to Trossachs Boulevard, approximately between Southeast 8th Place (if constructed) and Southeast 22nd Way
- Applicant: The Trossachs Group, *represented by* **Joel Haggard**, Attorney At Law
1200 Fifth Avenue #1200, Seattle, WA 98101
Facsimile: (206) 623-5263 Telephone: (206) 682-5635
- Intervenor: **Robert Seana**
623 West Snoqualmie River Rd SE
Carnation, WA 98014
Telephone: (425) 222-6311
- Department: Department of Development and Environmental Services, *represented by*
Land Use Services Division Land Use Services Division, SEPA
Lanny Henoch **Barbara Heavey**
900 Oakesdale Avenue SW 900 Oakesdale Avenue SW
Renton, WA 98055 Renton, WA 98055
Facsimile: (206) 296-7051 Facsimile: (206) 296-7051
Telephone: (206) 296-7168 Telephone: (206) 296-7222
- Department: King County Department of Transportation, Transportation Planning Division
represented by **Dick Etherington**
821 Second Avenue MS65, Seattle, WA 98104
Facsimile: (206) 689-4750 Telephone: (206) 689-4709

Due to inadvertant omissions, the Examiner's June 21, 1999 Report and Decision regarding the above captioned subdivisions contained only a portion of Condition 9.a and none of Condition 9.b.

32

ATTACHMENT

EXAMINER'S NOTICE OF REPORT CORRECTION

June 29, 1999

TROSSACHS, DIVISIONS 8 & 9

FILE NO. L97P0035

9. The proposed subdivision shall comply with the 1993 King County Road Standards (KCRS) including the following requirements:

a. The proposed roads, access tracts, and joint use driveways shall be improved in accordance with the classifications shown on the preliminary plat, with the following exceptions. SE 8th Pl. between 270th Ave. SE and SE 10th St., and SE 10th St. between 271st Ave. SE and 272nd Pl. SE shall be improved as subcollector roads.

b. The final plat shall contain notes to restrict lot access onto Trossachs Blvd. And SE 11th St.



L97P0035
Peter & Tracey Kamber
2241 - 273rd Court SE
Issaquah WA 98029

L97P0035
Tom & Janet Kearney
2216 - 271st Court SE
Issaquah WA 98025

L97P0035
Lynda Kent
27175 SE 27th St
Issaquah WA 98029

L97P0035
Vincent & Martha Learnard
2649 - 271st Avenue SE
Issaquah WA 98027

L97P0035
Francis J Lill
1308 West Lake Sammamish NE
Bellevue WA 98008

L97P0035
Dick & Annette Lukgasiewicz
25717 SE 27th ST
Issaquah WA 98029

L97P0035
Jack Lynch
Jack Lynch & Associates
1001 NE Boat Street
Seattle WA 98105

L97P0035
Linda Matlock
WA State Dept Ecology WQSW Unit
PO Box 47696
Olympia WA 98504-7696

L97P0035
Michele Millage
26650 SE 15th Street
Issaquah WA 98029

L97P0035
Michael Miller
Pacific Properties, Inc.
14410 Bel-Red Road
Bellevue WA 98007

L97P0035
Randy L Miller
25760 SE 27th Street
Issaquah WA 98029

L97P0035
Eleanor Moon
King County Executive Horse Council
12230 NE 61st Court
Kirkland WA 98033

L97P0035
Roger Moore
2238 - 273rd Court SE
Issaquah WA 98029

L97P0035
Ken Moscaret
2240 - 275th Court SE
Issaquah WA 98029

L97P0035
Pamela Mullen
5320 - 242nd Place NE
Redmond WA 98053

L97P0035
Frank Novak
2228 - 275th Court SE
Issaquah WA 98029

L97P0035
Brad & Jennifer Oberlander
27179 SE 25th Place
Issaquah WA 98029

L97P0035
Raymond & Joan Petit
2010 West Beaver Lake Drive SE
Issaquah WA 98029

L97P0035
Don Quigley
1550 - 267th Place SE
Issaquah WA 98029

L97P0035
William Rademaker, Jr.
Aldarra Management Company, Inc.
1325 Fourth Avenue South #1940
Seattle WA 98101-2510

L97P0035
Nick & Suzy Repanich
1916 West Beaver Lake Drive SE
Issaquah WA 98029

L97P0035
Gerald Retzlaff
Hugh Goldsmith & Associates Inc.
PO Box 3565
Bellevue WA 98009

L97P0035
Nancy Ryan
2122 - 222nd Place NE
Redmond WA 98053-4068

L97P0035
Tom Sanderson
2427 - 271st Avenue SE
Issaquah WA 98027

L97P0035
Alfred & Vivian Sauerbrey
2214 W Beaver Lake Dr SE
Issaquah WA 98029-8020

L97P0035
John L Scott Land Department
3380 - 146th Place SE #450
Bellevue WA 98007-6472

L97P0035
Robert Seana
623 West Snoqualmie River Rd SE
Carnation WA 98014

L97P0035
Seattle-King County Health Dept
East District Environmental Health
14350 SE Eastgate Way
Bellevue WA 98007

L97P0035
Marsha K. Smith
2233 - 275th Court SE
Issaquah WA 98029

L97P0035
Douglas R. Snyder
Issaquah School District
565 NW Holly
Issaquah WA 98027-2899



King County
Department of Development
and Environmental Services
 900 Oakesdale Avenue Southwest
 Renton, WA 98055-1219

November 17, 2000

** Ask Carney*

Matt Mathes, Special Projects Planner
 City of Sammamish
 PMB 491
 704 - 228th Avenue Northeast
 Sammamish, WA 98053

RE: Revision to the Preliminary Plat of Trossachs Divisions 8 and 9
 Project No. L97P0035, Activity No. L00RE049

Dear Mr. Mathes:

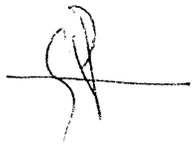
Pursuant to Section 2.5 of the interlocal agreement between King County and the City of Sammamish, the Land Use Services Division (LUSD) is transmitting to the City the following recommendation concerning a requested revision to the preliminary plat of Trossachs Divisions 8 and 9. This plat was granted preliminary approval by King County on July 5, 1999. The requested revision, submitted by the applicant on October 16, 2000, has been reviewed by LUSD pursuant to the provisions of KCC 19.28.050B and 19.36.085. We recommend the City find this revision to be a "minor" change to the preliminary plat (KCC 19.28.050B). We also recommend the City grant preliminary approval to the revision, subject to the following conditions:

- SJP* 1. Conditions ^{*}8f, 9c, 19, 26 and 27 from the June 21, 1999 Hearing Examiner's report shall be satisfied prior to the recording of Division 8. (Note that this condition and those which follow below assume that Divisions 8, 10 and 11 will be recorded in that order, as indicated in an October 12, 2000 letter from the applicant's representative, Tom Uren, Hugh G. Goldsmith & Assoc., Inc.) *10*
- Eng.* 2. Per Condition 9a from the July 1, 1999 Hearing Examiner's report, SE 8th Pl. from Trossachs Blvd. to SE 10th St. shall be improved to the urban, subcollector standard.
- DW 10* 3. Regarding Condition 20 from the June 21, 1999 Hearing Examiner's report, the fencing required by this condition shall either be installed in its entirety

with the recording of Division 10, or incrementally for each of the respective portions of Divisions 10 and 11.

In addition to the above conditions, we recommend the following items be noted for the applicant's consideration. These items must be satisfactorily addressed through the final plat review process.

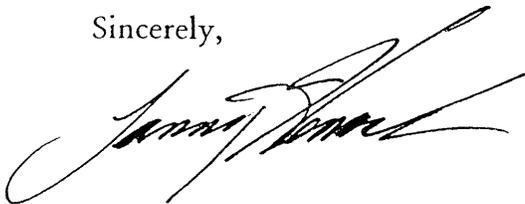
 Documentation from a licensed land surveyor must be submitted to demonstrate compliance with Condition 4 from the June 21, 1999 Hearing Examiner's report. It has been noted that the area in recreation tracts on the revised preliminary plat map has decreased from that which was shown on the preliminary plat map approved by the Hearing Examiner (Exhibit 9 in the hearing record). Approximately 5,663 square feet of recreation space was dropped. It has also been noted that the southern perimeter boundary of the plat was modified, with the result that area was eliminated from a wetland sensitive areas tract. Consequently, per the requirements of Condition 4, the area in recreation tracts, open space tracts, and/or sensitive area tracts must increase so that the total area in open space matches that which was shown on the original, approved preliminary plat map. Note that area in future development tracts cannot be utilized to satisfy Condition 4.

 The wetland buffer averaging proposed for Lots 47 and 48, Division 8, must comply with the requirements of Condition 16c from the June 21, 1999 Hearing Examiner's report.

We have enclosed for your review copies of the following: the LUSD staff report prepared for the June 3, 1999 public hearing, Hearing Examiner reports dated June 21, 1999 and July 1, 1999, the preliminary plat map approved by King County, and four copies of the revised plat map. After you have completed your review of this matter, please send us a copy of your decision and an approved copy of the revised plat map, should you choose to approve the revision.

If you have any questions regarding this project, please contact me at (206) 296-7168.

Sincerely,



Lanny Heno, Planner II
Current Planning Section, LUSD

Enclosures

CONCEPT ENGINEERING, INC.

455 Rainier Boulevard North
Issaquah, Washington 98027
(425) 392-8055 Fax: (425) 392-0108

February 27, 2001

VIA FACSIMILE: (206) 296-6613
(Original to follow by mail)

Mr. Steve Van Patten
Land Use Services Division
King County DDES
900 Oakesdale Avenue SW
Renton, WA 98055

Dear Mr. Van Patten:

I have reviewed the open space audit prepared by High G. Goldsmith & Associates on February 22, 2001 (see attached sheet Trossachs Division 8 {56 lots} – Open Space within Revised Division 8 Boundary).

By way of explanation, the following areas have been eliminated from the preliminary plat calculation because they were platted in Trossachs Division 7:

1. 0.6 acres – Taken by moving the south boundary of Tract D (Division 7) southerly from the original preliminary plat position.
2. 0.11 acres - Eliminated from old Tract AI and 0.46 acres from old Tract AJ when they were platted in Trossachs Division 7.

NOTE: Old Tract AI has been replaced by new Tract AY and old Tract AJ has been replaced by new Tract AX. These two new tracts should be judged on their new configurations and areas only, and not compared with old Tracts AI and AJ.

The southern boundary of Trossachs Division 8 was modified to go only to the south line of Tract R of Trossachs Division 2 (north line of Tract HH of Division 2). This boundary change eliminated 0.94 acres.

Please note the following from Goldsmith's attached sheet:

- The increased area in the area total of new Tracts AF, AK, AL, AM, AN, AO, AX (replaces AJ), AY (replaces AI), D, E and T offsets the reduction in area in Sensitive Area Tract P.

Mr. Steve Van Patten
King County DDES
Page 2
February 27, 2001

- The revised total open space (green space) within Trossachs Division 8 exceeds the green space measured within the revision boundary.

I have reviewed the areas on the original preliminary plat and checked the closures on the revised tracts. The revised tracts all close within the acceptable Error of Closure Tolerance (0.02').

I have tried to be concise and clear in my explanation of the open space audit. If you have any questions, please do not hesitate to contact me at the number above.

Sincerely,

CONCEPT ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Frank Tarver", written in a cursive style.

Frank Tarver, P.L.S.

FT:cc

Encl: Tract Summary Sheet

71-A10
2/13/01
352 provided

Trossachs Division 8 (56 lots) Open Space Tract within Revised Division 8 Boundary

February 22, 2001

	Original Preliminary Plat (*measured within revision boundary)	Preliminary Plat Revision (Final Plat Calc)	
Tract AN (Recreation)	1.04 Ac		1.04 Ac
Tract AI (Landscape)	0.01 Ac	AY	0.01 Ac
Tract AJ (Landscape)	0.01 Ac	AX	0.01 Ac
Tract AM (Pedestrian Access)	0.03 Ac		0.03 Ac
Tract T (Pedestrian Access)	0.02 Ac		0.04 Ac
Tract AF (SAT)*	1.22 Ac		1.10 Ac
Tract AO (SAT)	0.77 Ac		0.77 Ac
Tract AK (Landscape)	0.15 Ac		0.14 Ac
Tract AL (Landscape)	0.15 Ac		0.15 Ac
Tract D (Landscape)	N.A.		0.08 Ac
Tract E (Landscape)	N.A.		0.08 Ac
Subtotal	3.40 Ac		3.45 Ac
	Other Sensitive Area Tracts (measured within revision boundary)	Other Sensitive Area Tracts being Recorded with Division 8	
Tract N (SAT)	1.52 Ac		1.53 Ac
Tract P* (SAT)	6.82 Ac		6.78 Ac
Subtotal	8.34 Ac		8.31 Ac
Grand Total	11.74		11.76



704 - 228th AVENUE NE PMB 491 SAMMAMISH, WASHINGTON 98074 PHONE 425-898-0660 FAX 425-898-0669

Feb. 28, 2001

Steve Van Patten
King County DDES
900 Oakesdale Ave SW
Renton, WA 98055-1219
FAX 206-296-7051

RE: Recreation Dedication – Trossachs Div. 8

Dear Steve,

The requirement under ISDC (KCC) 21A.14.180 & .190 and plat conditions requires recreation dedication of proposed Tract AN shown on the Landscape Plans Sheets L-1, L-2, L-8 & L-11 dated 1-24-00, revised 3-06-00, prepared by Lane & Associates. The City of Sammamish has the following conditions as we approve of the design and layout for construction of Tract AN with 56 lots:

- 1) Applicant to provide cost estimates for street tree bonding to KC DDES.
- 2) Provide a copy of irrigation plans to City of Sammamish per note #12 on plans for review prior to installation for water budget approval and provision of irrigation plan as-builts after construction.

The City of Sammamish approval is provided in accordance with the Interlocal Agreement. Enclosed please find two sets – 1 file copy for KC DDES, 1 site copy for applicant, delivered to KC DDES via Goldsmith.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Mathes'.

Matt Mathes
Special Projects Planner

CC: Jill Rout, Goldsmith & Associates



SAMMAMISH P L A T E A U

ATTACHMENT "F"

WATER AND SEWER DISTRICT

February 26, 2001

King County DDES
Attn: Steve VanPatten
900 Oakesdale Avenue Southwest
Renton, Washington 98055-1219

Project: Trossachs Division 8
File Number: L97P0035
Developer: The Trossachs Group

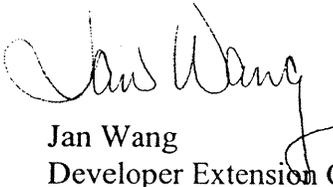
Dear Mr. VanPatten:

The water and sewer is currently being constructed and a Performance Bond has been given to the District to guarantee completion.

The District has a Developer Extension Agreement with the Developer and feels that all necessary steps have been taken to guarantee that the water and sewer system will be installed in accordance with District and Health Department regulations.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Jan Wang
Developer Extension Coordinator

Cc: The Trossachs Group

Portion of 012406-9014, 9002, 9003, 9004, 9001
01-02-120
H1thundrconstr



SAMMAMISH PLATEAU

ATTACHMENT "F"

WATER AND SEWER DISTRICT

February 5, 2001

Mark Lawrence
King County Fire Marshal's Office
900 Oakesdale Ave Southwest
Renton, Washington 98055-1219

SAVE
FIRE
CODE 7

**RE: Trossachs Division 8
King Co. Fire System Permit Activity No. B00F0663**

Dear Mr. Lawrence:

The water and fire hydrants in the above referenced project have been inspected by Sammamish Plateau Water and Sewer District Inspectors during construction up to and including hydrostatic testing and flushing. Installation has been to District standards including a hydrostatic test of 250 PSI for 15 minutes, which was passed satisfactorily on November 17, 2000 and a purity test, which was passed satisfactorily on January 9, 2001.

The water and sewer system is currently being constructed and a Performance Bond has been given to the District to guarantee the completion of the Developer Extension Agreement. The District feels that all necessary steps have been taken to guarantee that the water system will be installed in accordance with District standards.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Jan Wang
Developer Extension Coordinator

Final 5' hydrants
N.W. corner

cc: The Trossachs Group

olie Olsen



Permit # Boofa663 Date Req _____ Date Insp 2/7/01

Address SE 8 Pk + 568 SE F.D.# 10

Project Name _____ Phone (____) _____

Type of Inspection Hydrant Contact Name Lawrence Owen

Approvals: _____ Corrections: _____

Located at the first 6 hydrants in the plot
plot appears to have been placed - this
is the first phase (Division 8)

1. Need letter stating blue reflective will
be installed when final ~~stage~~ layer
of asphalt is installed

2. Received water letter

3. need something that shows division
and the name of the planned widening
on the plot.

[Handwritten signature]

Thank you in advance for your cooperation. A Reinspection will be conducted in approximately _____ days.

Inspector _____ Received by _____

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject: Request to except a three (3) lot short plat from the City's Development Permit Moratorium by Cary Frates and Bruce Morgan.

Meeting Date: April 18, 2001

Date Submitted: April 13, 2001

Originating Department: Community Development

Action Required: Motion to either approve or deny the request.

Clearances:

Administration Police

Public Works Fire

Building/Planning Attorney

Exhibits: A – Applicant's information

Committee:

Budgeted Amount: NA

Summary Statement: This request is for a three (3) lot short plat. The project is located at 26039 SE near the intersection of West Beaver Lake Drive SE and Beaver Lake Way SE. The property is currently developed with an existing single-family residence (cabin). The applicant's request is attached as Attachment A for the Council's review.

The City's development moratorium as adopted on August 16, 2000 precludes the use of a categorical exemption for a project if the proposal includes the division of land. If an applicant wishes to submit an application for a short plat or subdivision they may only do so as a "hardship exception." The ordinance allows the Council to except a project from the moratorium if an "unusual or unreasonable hardship" is caused by the moratorium. The wording of the moratorium's criteria for a hardship exception is purposely general to provide the Council with the flexibility necessary to deal with each request independently and upon its own merit. Since each request is based on unique circumstances, a decision on one request does not set a precedent for another. Whether an "unusual or unreasonable hardship" has indeed been created by the moratorium is up to the Council.

Recommended Motion: Either approve or deny the hardship exception under Section 5 of Ordinance 2000-68 based on the facts of the case as discussed and the Council's conclusion that either there is or is not an "unusual or unreasonable hardship" on the applicant caused by the current moratorium.

David Sawyer
File

RECEIVED BY gms

MAR 08 2001

March 8, 2001

CITY OF SAMMAMISH

Dear Sammamish City Council,

We, the co-owners of the property entitled Morgan Beaver Lake Corp. would like to request a hearing to obtain an exemption from the moratorium on the short platting of properties that is currently in effect as we feel that we qualify under the Hardship Exemption clause, Section 5 of City Ordinance 0200-51.

Briefly, the property was bought and partially developed in 1953 by our grandfather. After his death in 1986 his widow transferred ownership equally to each of his fourteen grandchildren. For many reasons, this ownership has become burdensome but none of us wants to sell this wonderful gift, which is full of memories and is the legacy of a man we all revere. Instead, we would like to short plat and sell off that portion which has hardly been used, thus enabling each of us to more easily manage our fiscal responsibilities as pertains to the primary site.

We would appreciate the opportunity to represent our interests and needs on this issue and to outline for you why we qualify for this exemption.

Thank you very much for your consideration of this request.

Sincerely,

Cary Morgan Frates

425 868-2393

cmfrates@prodigy.net

D. Bruce Morgan

425 827-1492

global-1@evergo.net

ATTACHMENT A

Frates/Morgan Hardship Exception Request – Page 1 of 2



Department of Development and Environmental Services

Search Methods:

Parcel Number

Address

Street Intersection

Help Instructions

Advanced Users Site

Map Sets

General Set

Environmental Set

Planning Set

DISCLAIMER

Zoom to city:

City Names

Scale 1 Inch = 871 feet (approximate)

Map Direction

Map Level

1" = 400'

1" = 1200'

1" = 2400'

1:24000

PARCELS

Parks

Streams

Roads

Schools

Major Roads

Cities

Water Body

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By visiting this and other King County web pages,
you expressly agree to be bound by terms and conditions of the site.
[The details.](#)

MORGAN BEAVER LAKE

To the City of Sammamish:

In 1953 my grandfather Irving T. Morgan purchased property of the shores of Beaver Lake and built a small summer cabin for use by family members. Many family members, including myself spent their childhood summers there and have developed an abiding love for Beaver Lake and the surrounding community that now comprises the city of Sammamish

In 1986 my grandfather passed away and left the cabin to his second wife. In an act of unusual generosity, she deeded the property to the 14 grandchildren so that we would be able to continue using and enjoying the cabin we had become so attached to. At that time Morgan Beaver Lake Corporation, of which I am president, was created as a legal entity with the sole purpose of owning and managing the cabin property for the mutual benefit of the 14 grandchildren. MBL has no other business.

It has now been almost 15 years since our grandfather's passing, and many things have changed on the Sammamish plateau as well as within the Morgan family. We have watched as the plateau area, once rural and not easily accessible, became a hub of suburban development. Property values have skyrocketed as neighbors encroached upon and then surrounded our little log cabin in the woods. As to our family, several family members have moved out of the area and are unable to use the cabin. Others make a point of coming up for a week or a weekend several times during the summer, though they live only minutes away.

In the past ten years the value of the MBL property has been increased and our property taxes have followed suit. On two different occasions our taxes have doubled, making them four times what they were only 10 years ago. We are afraid that they are close to being doubled again. Property taxes constitute the major expense of MBL, and the monthly payment required from each shareholder has risen dramatically as a result.

Some of our cousins can no longer afford to pay their share of the taxes and work hard every year to pay off a portion "in kind" but this leaves an even heavier burden on those who have the means. Several years ago one cousin found the financial obligations too great to bear and opted out entirely without any financial remuneration, leaving 13 remaining shareholders. More recently, several other family members have endured financial hardships due to reasons of catastrophic illness and other challenges. As the financial obligation from each shareholder has increased, along with the amount of capital tied up in it, there have been increasing pleas to sell the unused portion of the property. Unless we are able accommodate these family members, our grandfather's worst nightmare will be realized; that our entire property will have to be sold and his legacy to us will have become a divisive force in our family rather than being a unifying one. So while our affection for our cabin is still strong, retaining it has become a burden to some family members.

It became evident that the logical thing to do would be to short-plat our property and to sell off as building lots the surplus land that has never been used. Such a solution would be effective in reducing the tax burden on the remaining property, and by extension the shareholders, while meeting the goal of providing financial relief to family members who have patiently paid and cared for the cabin for almost 14 years. As this seemed the fair thing to do, a corporate resolution was passed to attempt to do this.

We are well aware of and support the reasons for the development moratorium instituted by the new city of Sammamish. Two of our numbers are now residents of the city of Sammamish and eagerly voted for incorporation after observing the previous laissez faire oversight of King County. The Morgan family has resided in the Seattle for over one hundred years and has enjoyed and loved the plateau since before most of its current residents were born. We would not have remained if we did not treasure the unique environment this area still has to offer.

Following our resolution one year ago I initiated a short plat feasibility study. I met with several of the new staff from the city planning office and was informed of the possibility for a hardship exemption to the moratorium on new developments. Furthermore, I was told that based on the prima facie evidence provided, we appeared to have a strong case, and so we embarked on the project leading to our appearance here today.

As stated, the existing MBL property comprises about 1.8 acres of irregular shaped property with about 330' of waterfront. The existing structures consist of one cabin and two small outbuildings comprising no more than 1200 square feet and are located in the northwest corner of the property. Our short-plat proposal would create two generous-sized lots of about one-half acre each, one of which would be waterfront. This proposal is not designed to aggressively maximize potential value. On the contrary, it is intended to allow generous setbacks, allow much of the second growth tree cover to remain, and minimize the impact on views from the lake or from the roadside. Our desire is to create a low-impact building site that will not degrade the unique ambiance of Beaver Lake nor its rural look from the waters edge. We also desire to submit a short plat proposal that will avoid controversy and might thus illicit speedy approval once submitted.

We believe that granting a hardship exemption for the MBL short plat proposal serves the interests of the city of Sammamish in terms of controlling growth and protecting the quality of life on the Sammamish plateau. It would also be greatly appreciated by the living heirs of Irving T. Morgan.

Sincerely on behalf of MBL corporation,

D. Bruce Morgan
President

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Sincerely on behalf of MBL corporation,

D. Bruce Morgan
President

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

**Subject: Request to except a 14 lot subdivision
from the City's Development Permit Moratorium
by Hood Development, LLC**

Meeting Date: April 18, 2001

Date Submitted: April 13, 2001

Originating Department: Community Development

Clearances:

 Administration Police

 Public Works Fire

 X Building/Planning Attorney

**Action Required: Motion to either approve or
deny the request.**

Exhibits: A – Applicant's information

Committee:

Budgeted Amount: NA

Summary Statement: This request is for a 14 lot subdivision. The project is located near 236th Avenue NE and NE 17th Place. The property contains 4.82 acres. The applicant's request is attached as Attachment A for the Council's review.

The City's development moratorium as adopted on August 16, 2000 precludes the use of a categorical exemption for a project if the proposal includes the division of land. If an applicant wishes to submit an application for a short plat or subdivision they may only do so as a "hardship exception." The ordinance allows the Council to except a project from the moratorium if an "unusual or unreasonable hardship" is caused by the moratorium. The wording of the moratorium's criteria for a hardship exception is purposely general to provide the Council with the flexibility necessary to deal with each request independently and upon its own merit. Since each request is based on unique circumstances, a decision on one request does not set a precedent for another. Whether an "unusual or unreasonable hardship" has indeed been created by the moratorium is up to the Council.

Recommended Motion: Either approve or deny the hardship exception under Section 5 of Ordinance 2000-68 based on the facts of the case as discussed and the Council's conclusion that either there is or is not an "unusual or unreasonable hardship" on the applicant caused by the current moratorium.

Hood Development, LLC

6052 Chico Way NW
Bremerton, WA 98312
Phone: 360-649-3320
Fax: 360-692-9381

March 21, 2001

Mr. David Sawyer
City of Sammamish – Planning Manager
486 228th Ave. NE
Sammamish, WA 98074
Fax: 425-898-0669

Re: Sammamish – Tax #: Lot #: 48. Proposed 14 Lot subdivision - Located at 236th Ave. NE and NE 17th Pl.

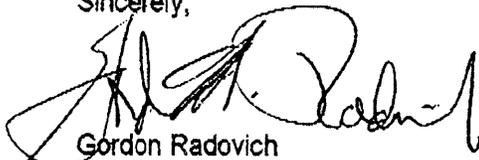
Dear Mr. Sawyer:

It is my understanding that the City Council can grant "hardship" exemptions to the current moratorium on platting. I believe the above referenced parcel is, in fact, in a condition of "hardship", for the following reasons:

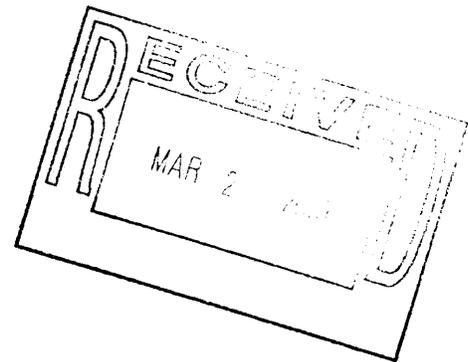
1. The existing Certificate of Water Availability with the Sammamish Plateau Water and Sewer District will expire in August 2001. Once said certificate has expired, it will not be renewed. In order to prevent this expiration, the City of Sammamish must accept said certificate as part of a Preliminary Plat Application before August 2001.
2. Preliminary engineering for the site was performed in 2000, before the moratorium. Said engineering will be lost without the exemption.

Therefore, I am requesting that you petition the City Council, on my behalf, regarding exemption from the existing moratorium, for the proposed 14-lot subdivision.

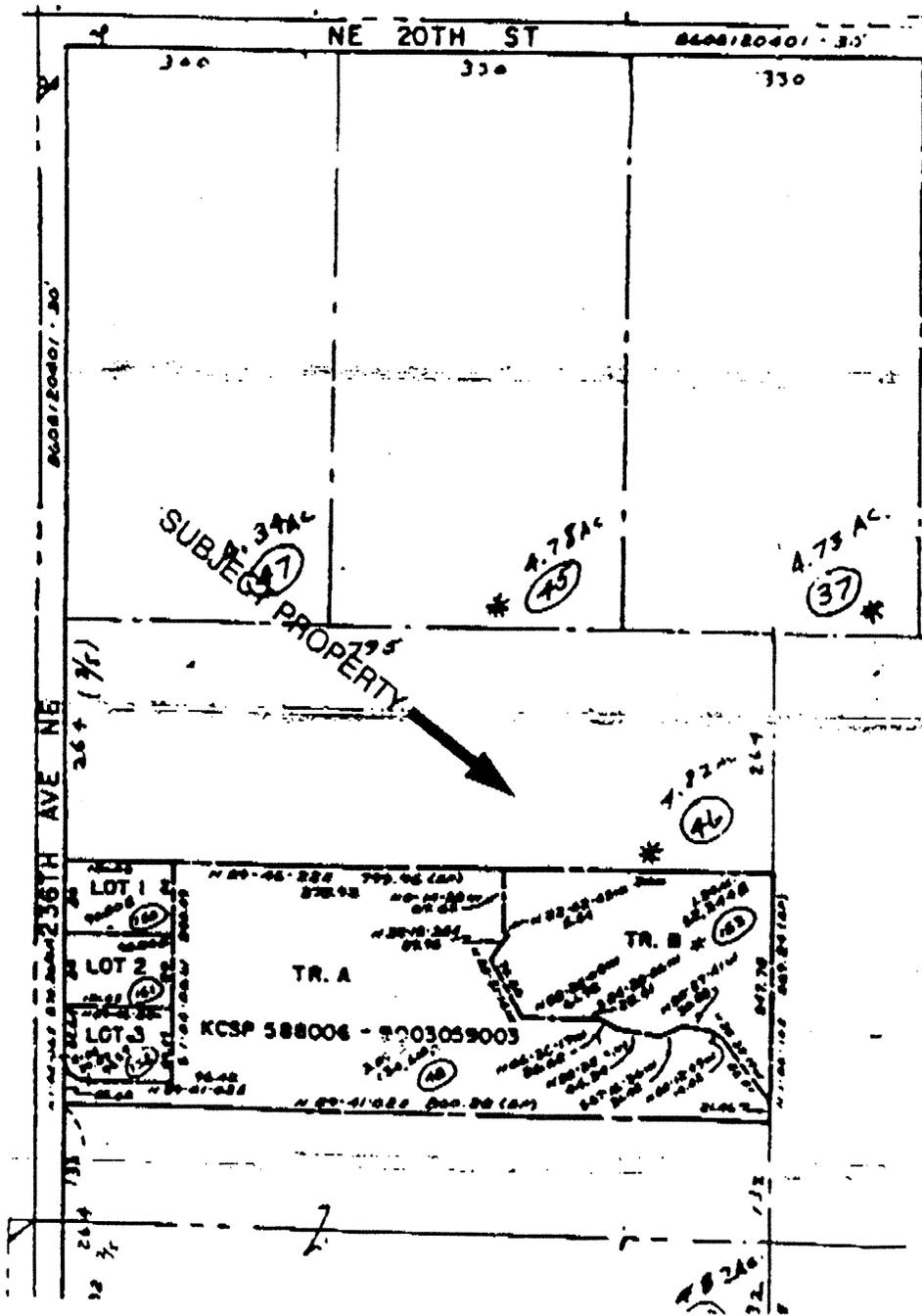
Sincerely,



Gordon Radovich
Hood Development, LLC



ATTACHMENT A



This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property including, but not limited to, area, dimensions, easements, encroachments, or location of boundary lines. It is attached to the policy to which it is attached. This is a sketch. References should be made to the attached survey.

ATTACHMENT A

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject: Request to except a two (2) lot short plat from the City's Development Permit Moratorium by John Moreland

Meeting Date: April 18, 2001

Date Submitted: April 13, 2001

Originating Department: Community Development

Clearances:

 Administration Police

 Public Works Fire

 X Building/Planning Attorney

Action Required: Motion to either approve or deny the request.

Exhibits: A – Applicant's information

Committee:

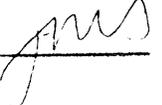
Budgeted Amount: NA

Summary Statement: This request is for a two (2) lot short plat. The project is located at 21436 NE 8th Street near the intersection of NE 8th Street and 216th Avenue NE. The property contains 23,049 square feet and is currently developed with one existing single-family residence. The applicant's request is attached as Attachment A for the Council's review.

The City's development moratorium as adopted on August 16, 2000 precludes the use of a categorical exemption for a project if the proposal includes the division of land. If an applicant wishes to submit an application for a short plat or subdivision they may only do so as a "hardship exception." The ordinance allows the Council to except a project from the moratorium if an "unusual or unreasonable hardship" is caused by the moratorium. The wording of the moratorium's criteria for a hardship exception is purposely general to provide the Council with the flexibility necessary to deal with each request independently and upon its own merit. Since each request is based on unique circumstances, a decision on one request does not set a precedent for another. Whether an "unusual or unreasonable hardship" has indeed been created by the moratorium is up to the Council.

Recommended Motion: Either approve or deny the hardship exception under Section 5 of Ordinance 2000-68 based on the facts of the case as discussed and the Council's conclusion that either there is or is not an "unusual or unreasonable hardship" on the applicant caused by the current moratorium.

3722 SW 336th St.
Federal Way, WA 98023
March 27, 2001

RECEIVED BY 

MAR 27 2001

CITY OF SAMMAMISH

Mr. David Sawyer; Planning Manager
City of Sammamish
704 228th Ave. NE
PMB 491
Sammamish, WA 98053

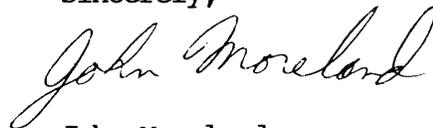
Attn: Mr. Sawyer;

I am writing to formally request a hardship exemption from the development moratorium. I would like to short-plat my lot, the "Moreland NE 8th" short-plat project.

On June 5, 2000, I obtained a water allocation from the Sammamish Plateau Water and Sewer District. I entered into a Developer Extension Agreement with the district. On February 15, 2001, I was granted a six month certificate extension. They will not grant me another extension. The certificate's date of expiration is August 17, 2001.

A hardship exemption to the moratorium would be greatly appreciated so that I may proceed with my short-plat project. Without this exemption, I will lose my certificate and be unable to continue my project. I may be reached at the above address or by phone at 206-354-0187.

Sincerely,

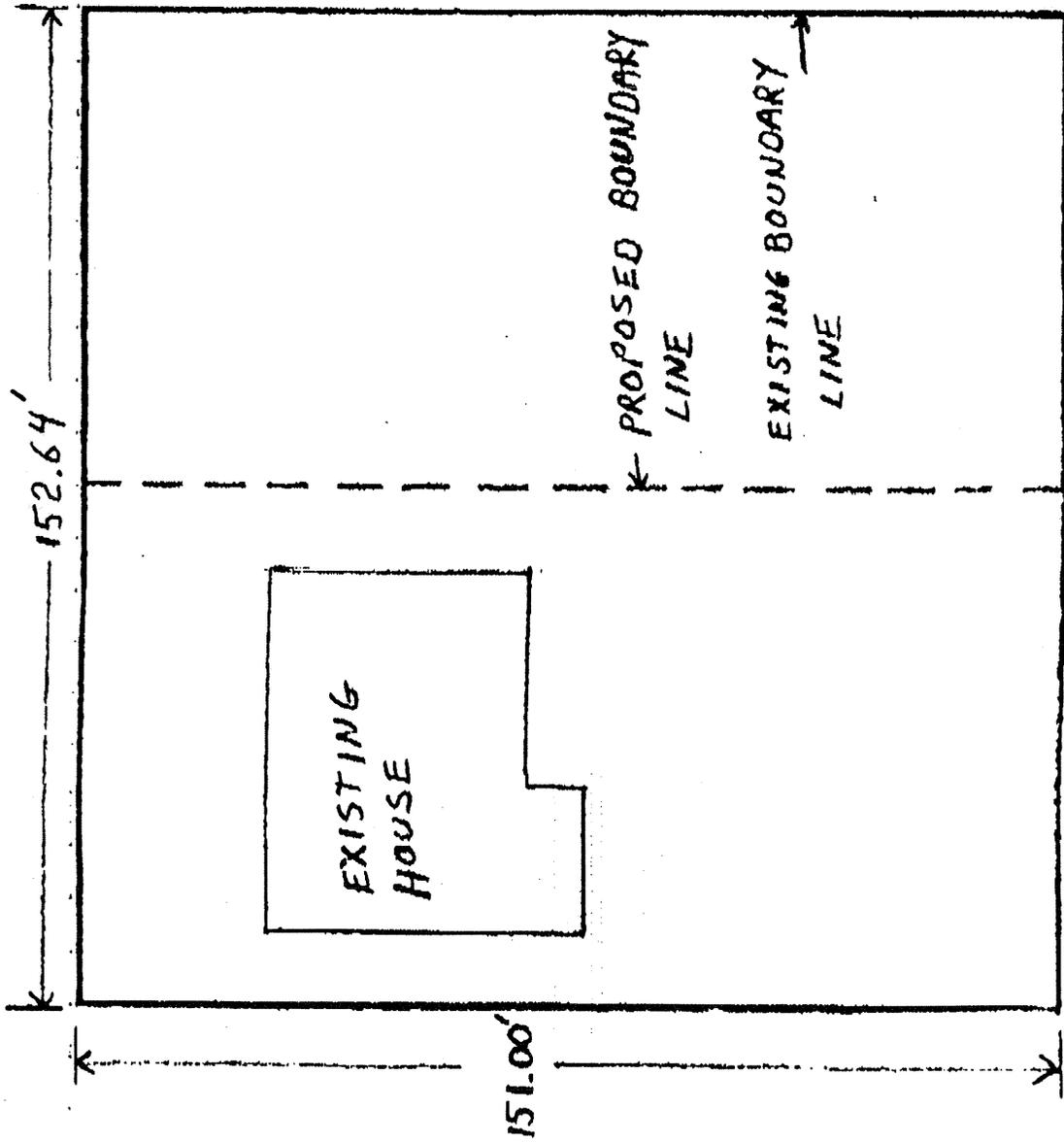


John Moreland

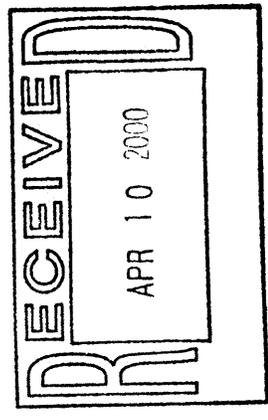
ATTACHMENT A

Moreland Hardship Exception Request – Page 1 of 3

23049 SQ. FT. LOT



ATTN: MR. SAWYER
"MORELAND NE 8TH"
SHORT-PLAT PROJECT



ATTACHMENT A

Moreland Hardship Exception Request - Page 2 of 3



Department of
Development and Environmental Services

Search Methods:

Parcel Number

Address

Street Intersection

Help Instructions

Advanced Users Site

Map Sets

General Set

Environmental Set

Planning Set

DISCLAIMER

Zoom to city:

Map Direction

Map Level

1" = 400'

1" = 1200'

1" = 2400'

1:24000

PARCELS

Parks

Streams

Roads

Schools

Major Roads

Cities

Water Body

Scale 1 Inch = 239 feet (approximate)

[King County](#) | [DDES](#) | [News](#) | [Services](#) | [Comments](#) | [Search](#)

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By visiting this and other King County web pages,
you expressly agree to be bound by terms and conditions of the site.
[The details.](#)

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

**Subject: adoption of City of Sammamish
Stormwater Management Comprehensive Plan**

Meeting Date: April 18, 2001

Date Submitted: April 4, 2001

Originating Department: Public Works

Action Required: adoption of Ordinance

Clearances:

 Administration Police

 X Public Works Fire

 Building/Planning X Attorney

Exhibits: proposed Ordinance

Committee: Public Works

Budgeted Amount: N/A

Summary Statement: In June of 2000 CH2M began preparation of a Stormwater Management Comprehensive Plan for the City of Sammamish. This plan, which guides the City in the administration of its stormwater utility, is now complete. The public was involved in the process, with two public workshops being held followed by the April 18th public hearing on the final plan adoption. Draft and final versions of the Plan have been available for review. The development community was invited and did participate in the formulation of the System Developer Charge. The final SWM Comprehensive Plan is now ready for adoption.

Recommended Motion: Approve Ordinance adopting the City of Sammamish Stormwater Management Comprehensive Plan.

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING THE CITY'S STORMWATER
MANAGEMENT COMPREHENSIVE PLAN**

WHEREAS, the City has developed a Stormwater Management Comprehensive Plan for the City of Sammamish; and

WHEREAS, there has been extensive participation by both the public and the development community in the development of the plan, including two public workshops; and

WHEREAS, both the draft and final versions of the Plan have been available for public review; and

WHEREAS, on April 18, 2001, the City Council held a public hearing on final adoption of the Plan;

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

Section 1. Stormwater Management Comprehensive Plan Adopted. The Stormwater Management Comprehensive Plan for the City of Sammamish, which is attached hereto as Exhibit A and is incorporated herein by reference, is hereby adopted.

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

Section 3. 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 _____, 2001.

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:

Passed by the City Council:

Date of Publication:

Effective Date:

Hand-out
#7 on agenda.

**City of Sammamish
Comprehensive Stormwater
Management Plan**

**April 18, 2001 City Council &
Public Presentation**

Presented by:
Dick Thiel, City Engineer, Sammamish
Teresa Platin, Project Manager, CH2M HILL
John Hoey, Policy Analyst, CH2M HILL
Cll Pierce, Senior Financial Analyst, EES

1

**Stormwater Management
Comprehensive Plan**

- The City's objective in developing a comprehensive stormwater program is to preserve and protect the environment, public and private property, and the health and welfare of its citizens.

2

**Evaluation of Surface
Water Modeling Needs**

- Developed strategy for modeling associated with Capital Improvement Program:
 - > Hydrology - Use HSPF where it already exists. Use KCRTS for projects located outside of previous study areas
 - > Hydraulics - Use steady-state backwater program such as HEC-RAS for flooding in stream reaches and complex culvert improvements. Use less sophisticated tools for simple conveyance improvements

3

Environmental and WQ Problems & ESA Compliance

- Documented potential pollution sources, water quality and erosion problems and habitat issues
- Made recommendations for the restoration of sensitive areas
- Found that problem is not point sources. It is non-point pollution (urbanization, land conversion, coliform bacteria, and construction activities)
- Documented that almost all City water bodies have erosion and sedimentation stresses. Discussed specific issues for all.

4

Environmental and WQ Problems & ESA Compliance

- Sammamish is a Phase II Community under NPDES. Recommended that City address specific Phase II measures.
- The Endangered Species Act (ESA) has implications for the City. Recommended that the City address maintenance, CIP and fish passage barrier issues accordingly.
- Listed stream classifications and identified fish passage barriers (natural and constructed)

5

Facilities Maintenance Plan

- Documented and evaluated the current service provision and recommended an enhanced service provision plan
- Evaluated several maintenance service provider alternatives
- Issued RFP, received and evaluated proposals
- Recommended a service provider program

6

Facilities Maintenance Plan

- Recommended a split contract for 2001 (King County, Sammamish Plateau Water and Sewer District and some in-house)
- Approximate annual cost of \$725,000

7

Capital Improvement Projects Plan

- Collected data on complaints and created database of complaints
- Determined status of complaints and grouped into types and linked issues
- Assigned order-of-magnitude costs
- **Prioritized** (Quick Fix, Study, Simple Design/Construction, Study/Design/Construction)
- Created CIP Schedule (see Handout)

8

Stormwater System Development Charge (SDC) and 6-Year Financial Plan

- Developed Interim SDC Deposit - \$450
- Developed Proposed SDC - \$570
 - ERU = 2,500 square feet
 - 1.8 ERUs/single-family development
 - Pays for growth related CIP projects
 - Estimate \$615,000 in SDC revenue in 2001

9

SDC Criteria and Summary

Description	Charge
Existing Facility	\$184.00
Future Facility	392.00
Debt Service Credit	(6.30)
Total	\$569.70
Proposed Net SDC per ERU	\$570.00

10

SDC Recommendations

- Adopt proposed SDC; in place of Interim SDC deposit
- Update in 2 years, when the Comp Plan is complete
- Update at least once every three years thereafter

11

Overview of the 6-year Financial Plan (revenue requirements)

- Compares the Utility's Sources of Funds (revenues) to its Applications of Funds (expenses) using the "cash basis" method
- Reviews a six-year time period: '01 - '06
- Focus is on Capital Plan and Financing Mechanisms to Minimize Rates
- Other Financial Planning Issues
 - Maintenance of adequate reserve funds
 - Adequate funding for "renewal and replacement" capital projects

12

Financial Plan: Summary of Revenue Requirements (\$000)

	CY 2001	CY 2002	CY 2003	CY 2006
Sources of Funds				
Rate Revenue	\$1,043	\$1,096	\$1,171	\$1,435
Investment Interest	48	45	8	8
Total Sources	\$1,091	\$1,140	\$1,179	\$1,443
Applications of Funds				
O&M	725	747	\$769	841
Taxes/Transfers	167	174	181	207
Debt Existing	174	174	93	93
Debt Proposed for CIP	0	72	192	701
Capital From Rates	150	176	219	410
Total Revenue Requirements	\$1,226	\$1,343	\$1,454	\$2,252
Balance/Deficiency of Funds	(\$135)	(\$203)	(\$275)	(\$809)
Balance as a % of Present Rates	13%	19%	23%	56%

13

Rate Options and Unfunded CIP

Rate Adjustment Scenario	2001	2002	2003	2004	2005	2006
No Rate Change	\$5.02	\$5.02	\$5.02	\$5.02	\$5.02	\$5.02
Rate Revenue	1,043	1,096	1,171	1,250	1,341	1,436
Bonding for CIP	0	0	0	0	0	0
Unfunded CIP	(136)	(136)	(254)	(454)	(732)	(830)
10% Increase in 2002	\$5.02	\$9.52	\$9.52	\$9.52	\$9.52	\$9.52
Rate Revenue	1,043	1,210	1,294	1,385	1,485	1,590
Bonding for CIP	0	0	0	0	700	0
Unfunded CIP	(136)	(871)	(2,396)	(4,294)	(6,371)	(7,393)
20% Increase in 2002	\$5.02	102.02	102.02	102.02	102.02	102.02
Rate Revenue	1,043	1,326	1,417	1,517	1,623	1,737
Bonding for CIP	0	821	1,078	1,790	0	400
Unfunded CIP	(136)	(108)	(410)	(2,434)	(5,178)	(5,790)
30% Increase in 2002	\$5.02	110.53	110.53	110.53	110.53	110.53
Rate Revenue	1,043	1,440	1,540	1,648	1,764	1,887
Bonding for CIP	0	821	1,078	1,790	0	0
Unfunded CIP	(136)	0	(173)	(479)	(3,238)	(4,207)
10% Increase per Year	\$5.02	\$9.52	102.87	113.76	124.46	136.89
Rate Revenue	1,043	1,210	1,420	1,603	1,812	2,000
Bonding for CIP	0	821	1,078	1,790	1,600	2,000
Unfunded CIP	(136)	(223)	(522)	(915)	(1,800)	(765)

14

Annual impact of rate changes to a "typical" residential customer

- Present Bill **\$85.02/year** Increase/mo.
- 5% adjustment **\$89.27/year** **\$0.35/mo.**
- 10% adjustment **\$93.52/year** **\$0.71/mo.**
- 13% adjustment **\$96.07/year** **\$0.92/mo.**
- 20% adjustment **\$102.02/year** **\$1.41/mo.**
- 30% adjustment **\$110.52/year** **\$2.12/mo.**

15

Local Stormwater Rates

City	2001
Bellevue*	\$9.70
Issaquah	\$10.95
Newcastle	\$8.50
Redmond	\$11.50
Woodinville	\$7.09
Sammamish	\$7.09

* Based on a lot size of 8,000 to 10,000 square feet, with moderate development (40%).

16

Stormwater Management Comprehensive Code

- To be adopted by ordinance to become part of the Interim Sammamish Development Code
- Based on Section 9.04 of the King County Code - "Surface Water Runoff Policy"
- Modified King County Code to meet specific needs of Sammamish's Surface Water resources and to incorporate standards of the Department of Ecology's Stormwater Management Manual for Western Washington

17

Stormwater Management Comprehensive Code

- Adopts King County Surface Water Design Manual
- Includes Drainage Review requirements - when review is required; types of drainage review
- Details Critical Drainage and Erosion Area standards
- Discusses drainage facilities maintenance requirements; facilities accepted or not accepted by the City for maintenance
- Gives enforcement provisions for compliance with this code

18

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject: Ordinance adopting System Developer Charge for City Stormwater Utility

Meeting Date: April 18, 2001

Date Submitted: April 4, 2001

Originating Department: Public Works

Action Required: Approve Ordinance

Clearances:

Administration Police

Public Works Fire

Building/Planning Attorney

Exhibits: System Developer Charge Ordinance

Committee: Public Works

Budgeted Amount: N/A

Summary Statement: In August of 2000 the City adopted an interim System Developer Charge in the amount of \$450/250 sq. ft. of impervious surface for each building permit issued, as recommended by the draft Stormwater Management Comprehensive Plan. As the Plan nears completion, the recommended charge has been adjusted to \$570/ 250 sq. ft. based on the more detailed economic analysis. This charge, again, provides the mechanism for new development to share in the cost of providing excess capacity in drainage conveyance infrastructure necessary to accommodate continuing development.

Recommended Motion: approve the final System Developer Charge ordinance.

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, ESTABLISHING A SURFACE WATER
SYSTEM DEVELOPMENT CHARGE**

WHEREAS, new land use development may cause additional surface and storm water runoff problems if not properly mitigated through constructed improvements; and

WHEREAS, developers should pay a fair and equitable portion of the cost of off-site drainage improvements which become necessary due to their projects; and

WHEREAS, the City of Sammamish has conducted a study to establish the criteria to determine the fair and equitable share of such costs;

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

Section 1. Surface Water System Development Charge Authorized.

A. Director of Community Development Authorized to Collect Charge.

The Director of Community Development is authorized to collect a surface water system development charge for all building permits issued by the City. These charges shall be \$570.00 for the first 2500 square feet of impervious surface authorized for construction under the building permit and \$57.00 for each additional 250 square feet of impervious surface beyond the minimum area. All impervious surface areas shall be rounded to the nearest 250 square foot increment. Such charges are in addition to any requirements of the City for on-site improvements.

B. Charges Shall be Liens.

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

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or

otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. 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 _____, 2001.

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.
Date of Publication:

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject: Ordinance increasing the Stormwater Management Fees by 13 per cent/year.

Meeting Date: April 18, 2001

Date Submitted: April 12, 2001

Originating Department: Public Works

Action Required: Approve Ordinance

Clearances:

 Administration Police

 Public Works Fire

 Building/Planning X Attorney

Exhibits: proposed Fee Ordinance; final Stormwater Management Comprehensive Plan (under separate cover)

Committee: Public Works

Budgeted Amount:

Summary Statement: the final Stormwater Management Comprehensive Plan being considered for adoption by Council contains a recommendation to increase stormwater rates in 2001 by 13 percent across-the-board to all rate customer classes (p. ES-13). With this rate adjustment the City will be able to meet most all of its operating and capital requirements for 2001, and the City's rate will still be below most all of the surrounding communities. The Plan recommends further increases in future years to complete the proposed list of capital improvement plan projects.

Recommended Motion: adopt the proposed Rate Increase Ordinance.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, ENACTING THE INCREASES IN 2001
STORMWATER RATES RECOMMENDED IN THE CITY'S
STORMWATER MANAGEMENT COMPREHENSIVE PLAN**

WHEREAS, the City Council is currently considering the final Stormwater Management Comprehensive Plan for the City of Sammamish; and

WHEREAS, that Comprehensive Plan recommends that the City enact a thirteen percent across-the-board increase in its stormwater rates for 2001; and

WHEREAS, this rate increase will be a significant step towards the City meeting its operating and capital requirements for 2001; and

WHEREAS, with this rate increase, the City's stormwater rates will still be below that charged by most surrounding communities;

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

Section 1. Increase in Stormwater Rates Enacted. The stormwater rates charged by the City of Sammamish as set forth in King County Code Section 9.08.070, which the City adopted by reference in Ordinance No. O99-17, shall be increased to all classes of customers by thirteen (13) percent.

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

Section 3. 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.

Exhibit A

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF _____, 2001.

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date:

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject: Year 2001 Overlay Program

Meeting Date: April 18, 2001

Date Submitted: April 5, 2001

Originating Department: Public Works

Action Required: City Council Approval

Clearances:

Administration Police

Resolution Approval: Yes

Public Works Fire

**Exhibits: "Exhibit A": A RESOLUTION OF THE
CITY OF SAMMAMISH, WASHINGTON,
IDENTIFYING YEAR 2001 ROAD OVERLAY
CANDIDATES**

Building/Planning Attorney

Committee:

Budgeted Amount: Transportation CIP \$400,000.00

Summary Statement:

Resolution identifies the Year 2001 Road Overlay Candidates. Funding is identified in the Transportation Capital Improvement component of the 2001 budget under line item Pavement Management Program (#119), page 197.

Recommended Motion:

Move that the City Council adopt a resolution identifying the Year 2001 Road Overlay Candidates.

Exhibit A

CITY OF SAMMAMISH WASHINGTON RESOLUTION NO.

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, IDENTIFYING YEAR 2001 ROAD OVERLAY CANDIDATES

WHEREAS, City of Sammamish Ordinance No. O2001-78 prohibits excavations in a City street within five years of the City Council adopting an ordinance or resolution authorizing the paving or repaving of that street, except under the conditions set forth in the Ordinance; and

WHEREAS, the City Council finds that including the Year 2001 Overlay project in the prohibition on excavations set forth in Ordinance No. O2001-78 is in the best interest of the citizens of Sammamish;

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

Section 1. Ordinance No. O2001-78 Applicable to the following roads identified in the Year 2001 Overlay:

- ✓ Issaquah-Beaver Lake Road from 251st Ave SE to SE Duthie Hill Road.
- ✓ SE 8th Street from SE 32nd Street to SE 24th Street.
- ✓ 220th Pl NE from 221st Ave NE to NE 23rd Street.
- ✓ NE 17th Street from 211th Way NE to 209th Pl NE.
- ✓ NE 18th Pl from 211th Way NE to 209th Pl NE.
- ✓ 209th Pl NE from NE 17th Street to South End.
- ✓ 210th Ct NE from NE 18th Pl to West End.
- ✓ E. Lk Sammamish Shore Lane (Waverly Shores)

The prohibitions and conditions on excavations in City streets contained in Ordinance No. O2001-78 are hereby applied to Year 2001 Overlay and the date of passage of this resolution shall be the date from which the deadlines under the Ordinance shall be calculated.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON

CITY OF SAMMAMISH

Mayor H. Troy Romero

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

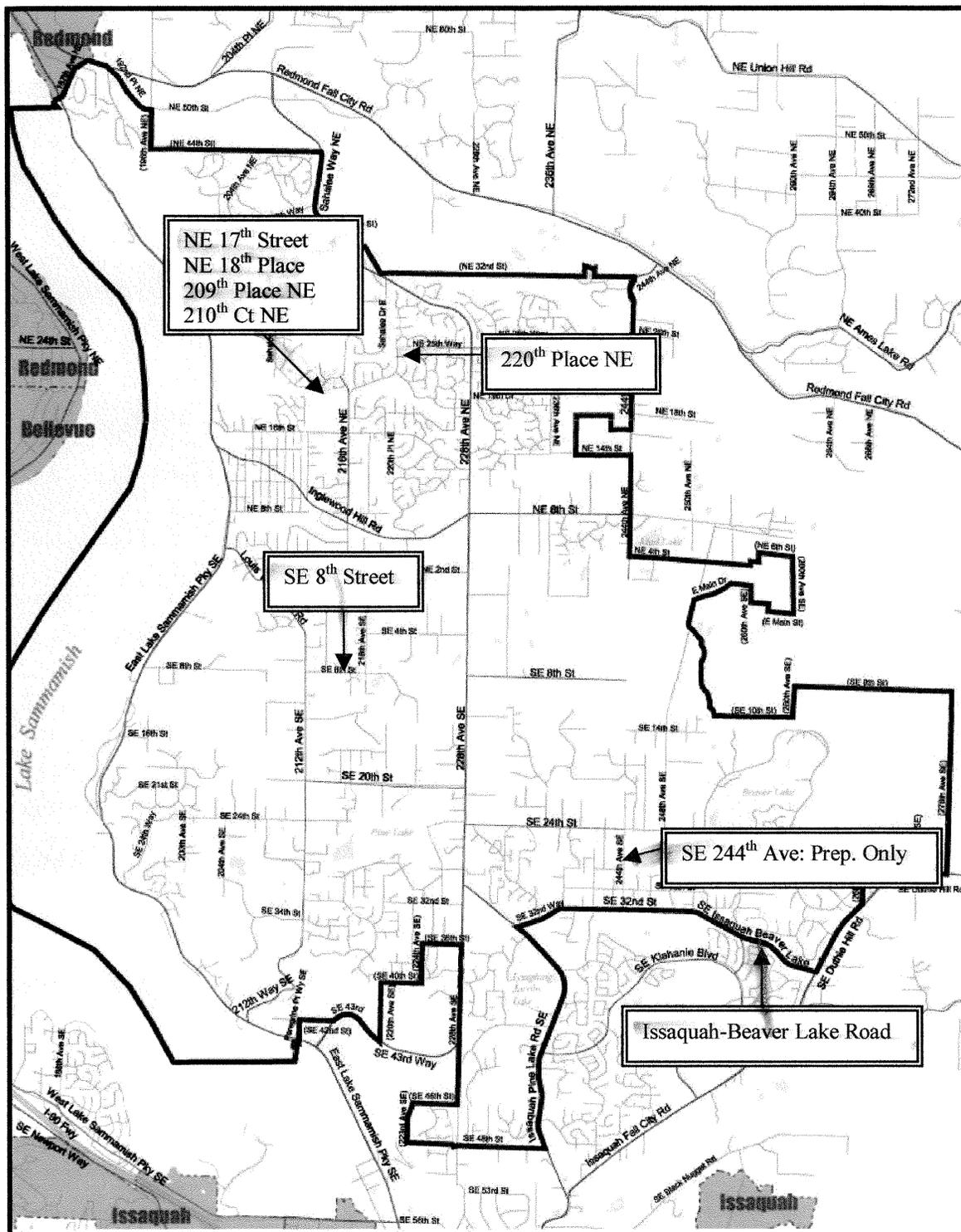
Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:

ah.)

Tentative 2001 Overlay





209th Place NE



220th Avenue NE



220th Avenue NE

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

Subject: Year 2001 Overlay Program Interagency Agreement with King County

Meeting Date: April 18, 2001

Date Submitted: April 10, 2001

Originating Department: Public Works

Action Required: City Council Approval

Clearances:

 Administration Police

 X Public Works Fire

 Building/Planning X Attorney

Exhibits: "Exhibit A": Interagency Agreement Between King County and City of Sammamish regarding the 2001 Overlay Program

Committee:

Budgeted Amount: Transportation CIP \$400,000.00

Summary Statement:

An interagency agreement with King County for the Year 2001 Overlay Program. Funding is identified in the Transportation Capital Improvement component of the 2001 budget under line item Pavement Management Program (#119), page 197.

Recommended Motion:

Move that the City Council authorize the City Manager to enter into an Interagency Agreement Between King County and City of Sammamish Regarding the 2001 Overlay Program

**INTERAGENCY AGREEMENT
BETWEEN KING COUNTY AND CITY OF SAMMAMISH
REGARDING THE 2001 OVERLAY PROGRAM**

AGREEMENT

THIS AGREEMENT made and entered into by and between the County of King, a governmental subdivision of the State of Washington, hereinafter called the "County", and City of Sammamish hereinafter called the "Agency".

RECITALS

- A. The County and the Agency propose to proceed with the 2001 Asphalt Concrete Overlay and Shoulder Improvement program, hereinafter referred to as the "Project".
- B. The Agency has public roads or other public paving-overlay work hereinafter referred to as "Work Items".
- C. The parties share jurisdiction over portions of the Project.
- D. The parties can achieve cost savings and benefits in the public's interest by combining construction of their portions of the Project.

AGREEMENT

NOW, THEREFORE, it is hereby covenanted and agreed by and between the parties hereto as follows:

1. TERMS AND CONDITIONS

- 1.1 The County shall be the lead agency for the Project and shall be the lead agency with regard to design, construction and other matters pertinent to accomplishment of the Project.
- 1.2 The Agency **shall not** submit any roads for inclusion into the Project, for which the Agency would be reimbursed with Federal Funds, or Federal Grants for design, right-of-way acquisition, or construction.
- 1.3 The parties to this Agreement shall appoint a contact person or persons to act as liaison for the Project. These contact persons will meet on an "as needed" basis to provide guidance for the Project and serve as a coordination body between the two Agencies.
- 1.4 The final acceptance of the Project shall be by the County.

- 1.5 The schedule for the Project shall be determined by the County.
- 1.6 By signing this Agreement, the Agency certifies to the County that the Agency owns the real property or right-of-way to be overlaid, and additional real property or right-of-way is not needed for those Work Items submitted for inclusion into the Project
- 1.7 The Agency shall provide a copy of the necessary permits to the County for the Work Items within its jurisdiction, prior to the County advertising the contract.
- 1.8 The Project contract shall include exclusionary language that will allow the Agency to delete a Work Item from construction, should the bids exceed the engineer's estimate or unexpected Agency budget constraints occur.
- 1.9 The Agency is responsible for the preparation work for a Work Item. The preparation work may include: pre-leveling, square cut and patching, sub-grade compaction, etc.

2. AGENCY PROJECT SUBMITTALS

- 2.1 The County will solicit interest from Agencies interested in participating in the Overlay Program.
- 2.2 The Agency shall send a written prioritized preliminary list of Work Items to the County.
 - 2.2.1 Road submittals will include the route, beginning and ending termini, and type of maintenance required.
 - 2.2.2 Other submittals will include the location and dimensions and type of maintenance required.

3. PRELIMINARY REVIEW OF AGENCY PROJECT SUBMITTALS

- 3.1 The County will prepare and provide a preliminary engineer's estimate to the respective Agency for their proposed Work Items. The engineer's estimate will include cost estimates for construction, inspection and overhead.
- 3.2 The Agency will identify and prioritize a final list of Work Items, and associated cost estimate, and identify individual Work Items for exclusionary language, for inclusion into the Project. The Agency will provide the final list to the County.
- 3.3 The total cost of the Agency Work Items identified with exclusionary language should not exceed 25% of that Agency's portion of the Project.

- 3.4 The associated cost estimate plus a 10% contingency for the Agency final list of Work Items is the maximum spending authority for this Agreement granted to the County by the Agency.
- 3.5 The County shall obtain written approval from the Agency to exceed this Agreement spending authority. The Agency may add additional work to the Project by submitting a written letter authorizing King County and its contractor to perform such work. The Agency shall be liable for all cost increases (such as remobilization), if any, which may be incurred by adding this additional work to the Project.

4. DESIGN

- 4.1. The County shall perform all design and engineering services for the Project, in accordance with all applicable standards and after consulting with the Agency.
- 4.2 The County will distribute plans and specifications to the Agency for a final coordination meeting.
- 4.3 The Agency will be invited to attend a final coordination meeting. The anticipated final coordination meeting date should be two weeks after the plans and specifications are distributed to the Agency.

5. BIDDING

- 5.1. The County shall prepare the construction documents and incorporate them into the contract Bid Documents in such manner as to identify the cost for each Agency's portion of the Project.
- 5.2. The County shall advertise the contract in the official legal publication for the County and, if necessary, other newspapers to provide the widest possible coverage commensurate with the size of the Project. The Agency would be responsible for additional notification, such as door to door flyers.
- 5.3. The County will provide to the Agency a copy of the plans and specifications advertised for bid.
- 5.4. The County will open the bids, typically two weeks after the Project is advertised. The Agency is invited to attend the Opening of the Bids Meeting.
- 5.5. The County will tabulate the bids. The County shall provide a dated, verified copy of the bid tabulations to the Agency. The bid tabulations will identify the estimated construction, inspection and overhead cost, based upon the lowest responsible bid.

- 5.6. The Agency shall identify to the County within fifteen (15) calendar days of the verified bid tabulation date, those Agency Work Items identified with exclusionary language, that are to be deleted from construction.
- 5.7. The Agency Work Items not identified for exclusion within the fifteen (15) calendar days shall be included with the construction contract.
- 5.8. The Agency shall be financially responsible for its portion of the final list of Work Items included in the construction contract.
- 5.9. The County shall award the contract to the lowest responsible bidder for the total Project, subject to applicable laws and regulations.

6. CONTRACT ADMINISTRATION

- 6.1 The County shall provide the necessary engineering, administrative, inspection, and clerical services necessary for the execution of the Project. In providing such services, the County Road Engineer may exercise all the powers and perform all the duties vested by law in him.
- 6.2 The Agency may furnish an inspector to insure proper compliance with requirements during performance of the Agency's Portion of the Project. The Agency's inspector shall advise the County of any deficiencies noted. The Agency's inspector shall not communicate directly with or instruct the contractor directly on any matters regarding contract performance.
- 6.3 The Agency shall notify the County, in writing, of any changes it wishes to make in the plans and specification which affect the Agency's portion, and which changes shall be made, if feasible. The County will notify the Agency of any changes required by the County which substantially change the nature of the Agency's Portion, its estimated cost, or its basic design, and will obtain the Agency's approval of such changes.
- 6.4 The Agency hereby grants right of entry into its jurisdictional boundaries for the purpose of performing any and all tasks necessary to complete the Project.
- 6.5 The Agency will be invited to attend the pre-construction meeting.
- 6.6 The County will at all times keep the Agency advised as to the progress of said Project, and will not order or approve any changes in the approved project design which substantially change the nature of said Project without first consulting the Agency.

7. PAYMENT

- 7.1 The County shall bill the Agency for actual expenses incurred for activities associated with performing the Agency's portion of the Project, on no more than a monthly basis. These bills will reflect actual costs including an administrative overhead rate, engineering, clerical, administrative and inspection. All payments shall be due within 30 days of the billing date, with one percent per month interest being charged to the Agency as a delinquent charge, starting 30 days after the billing date.
- 7.2 In the event a lawsuit is instituted to enforce the payment obligations of the Agency, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

8. DURATION/TERMINATION

- 8.1 This Agreement shall remain in effect until final acceptance of the Project and payment by the City of all monies due from the City to the County, subject to the early termination provisions in Section 8.2 and 8.3.
- 8.2 If expected or actual funding from sources other than the City and the County is withdrawn, reduced or limited in any way prior to the completion of the Project, either party may, with thirty (30) days written notice to the other party, terminate this Agreement.
- 8.3 In the event of termination prior to completion of the Project:
 - 8.3.1 The party requesting termination shall pay all direct and indirect phasing-out costs.
 - 8.3.2 Termination costs payable shall not exceed the actual costs incurred as a result of termination of the Project.
 - 8.3.3 The other party shall be released from any obligation to provide further services pursuant to the Agreement.

9. INDEMNIFICATION AND HOLD HARMLESS

- 9.1 Each party hereto agrees to indemnify and hold harmless the other party, and its officials, agents and employees, for all claims (including demands, suits, penalties, losses, damages, attorney's fees, expenses or costs of any kind whatsoever) to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officials, agents or employees in performance of this Agreement.
- 9.2 The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under the State of Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the

indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

- 9.3 The provisions of this section shall survive the expiration or earlier termination of this Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

10. OTHER PROVISIONS

- 10.1 The County shall be deemed an independent contractor for all purposes and the employees of the County, or any of its contractors, subcontractors and their employees shall not in any manner be deemed to be employees or agents of the City.
- 10.2 Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the City, the County, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.
- 10.3 Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 10.4 Each party shall retain ownership and usual maintenance responsibility for the road, drainage system, signs, sidewalk and other property within its jurisdiction.
- 10.5 If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.
- 10.6 This Agreement contains the entire Agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 10.7 This Agreement may be amended only by an instrument in writing, duly executed by both parties.

IN CONSIDERATION of the mutual benefit accruing herein, the parties hereto agree that the work as set forth herein will be performed by the County under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year last written below.

KING COUNTY, WASHINGTON

CITY OF SAMMAMISH

Linda Dougherty,
Acting Manager, Road Services Division

Title: _____

Date

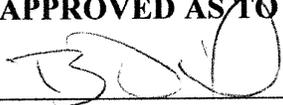
Date

Attested By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney



Agency Attorney

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject: Sidewalk Program; consulting services for design and construction management.

Meeting Date: April 18, 2001

Date Submitted: April 4, 2001

Originating Department: Public Works

Clearances:

Action Required: approve proposed contract with Gray & Osborne for NE 16th and NE 14th Street Sidewalk Improvement Project.

Administration Police

Public Works Fire

Building/Planning Attorney

Exhibits: Proposed contract.

Committee: Public Works

Budgeted Amount: \$200,000

Summary Statement: the current City budget contains \$200,000 for construction of sidewalks. School districts were contacted for identification of their highest priority walkway projects. Since major work is just being completed on SE 32nd Way for the Issaquah School District, it is recommended that this year's program be construction of sidewalks near Margaret Mead and Samantha Smith elementary schools in the Lake Washington School District. Because of the success experienced with Gray & Osborne on last year's program, it is proposed they be retained again for this year's design and construction management.

The proposed contract covers the design of walks, planter strips and drainage, plans, specs and estimates for bidding, and part-time construction services. The project will be bid so that the construction contract award stays within available funding. Not all of the walks on NE 14th will be able to be completed under this year's budget; the remainder will be done next year.

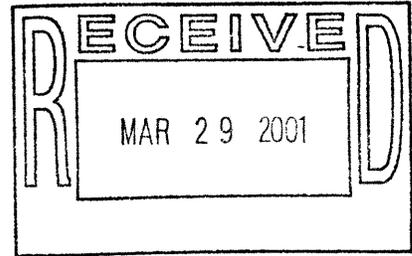
Recommended Motion: approve contract with Gray & Osborne for engineering services for the NE 16th St. and NE 14th St. Sidewalk Improvement Project, in an amount not-to-exceed \$55,000. -



Gray & Osborne, Inc.

CONSULTING ENGINEERS

March 29, 2001



Mr. Dick Thiel
City Engineer
City of Sammamish
704 228th Avenue NE, PMB 491
Sammamish, Washington 98053

SUBJECT: ENGINEERING PROPOSAL AND CONTRACT: NE 16TH STREET
AND NE 14TH STREET SIDEWALK IMPROVEMENT PROJECT
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON
G&O #20015.36

Dear Mr. Thiel:

Gray & Osborne, Inc. is pleased to have this opportunity to submit this proposal and contract for providing preliminary and final design engineering services, as well as limited construction management services, for the City of Sammamish *NE 16th Street and NE 14th Street Sidewalk Improvement Project*.

The Project is more generally described as follows:

The NE 16th Street sidewalk improvement project includes the design of sidewalk improvements on the north side of NE 16th Street from 216th Avenue NE to the existing sidewalk fronting Bill Reams Park, approximately 620 feet to the west. The proposed half street cross section will include one (existing) 11-foot-wide travel lane, one (existing) five-foot-wide bike lane, (new) cement concrete curb and gutter, a (new) five-foot-wide planting strip and a (new) five-foot-wide cement concrete sidewalk. The total distance from centerline to face of curb will be 16 feet. The existing pavement section from centerline to edge of asphalt is approximately 18-feet wide. The Project will also include minor storm drainage improvements, driveway repair, miscellaneous surface restoration, and channelization as necessary.

The NE 14th Street sidewalk improvement project includes the design of sidewalk improvements on the south side of the road from 228th Avenue to the existing sidewalk improvements on the south side of the road in front of Samantha Smith Elementary School, approximately 1,750 feet to the east. The proposed half street cross section would include one (existing) 12-foot-wide travel lane (including shy distance), (new) cement concrete curb and gutter, a (new) five-foot-wide planting strip and a (new) five-foot wide cement concrete sidewalk. The total distance from centerline to face of curb will be 12 feet. The existing pavement section is approximately 18 to 20 feet wide. The existing parking lane will be eliminated.

Exhibit A



Mr. Dick Thiel
March 29, 2001
Page 2

The Project will also include the following:

- Design shall incorporate current and appropriate ADA features.
- Provide for minor related street modifications to accommodate sidewalk installation. These modifications may include small rockeries, and/or modular block walls, or fill/cut slopes, all less than six feet in height.
- Incorporate existing drainage system into design.
- Right-of-way acquisition is not anticipated. If construction easements or right-of-way acquisition is required, it will be acquired "by city"; i.e., city forces or contracted to "others." Right-of-way and/or easement acquisition is not included in our *scope of work*. Our work further assumes that right-of-way control is on or adjacent to the site (within 1/4 mile) and that a record of survey is not required.
- Project documents will be prepared in City approved format.
- Physical site survey by survey crew shall be performed only on the side of street that the proposed improvements are located.
- Provide part-time on-site construction inspection, and office support, assist with change orders, prepare monthly progress (payment) estimates, project management, and conduct project close-out.

Our detailed *scope of work*, and *breakdown of fees*, are attached hereto (Exhibits A and D in the contract) for your review and comment. It is based on a site visit, discussion with the City (you), and the general nature of the work involved.

Should you concur, please have the appropriate city official execute the Contract where noted and return an executed copy to the undersigned along with your formal authorization to proceed. I have taken the liberty of providing copies of this transmittal (with enclosures) to the individuals listed below.

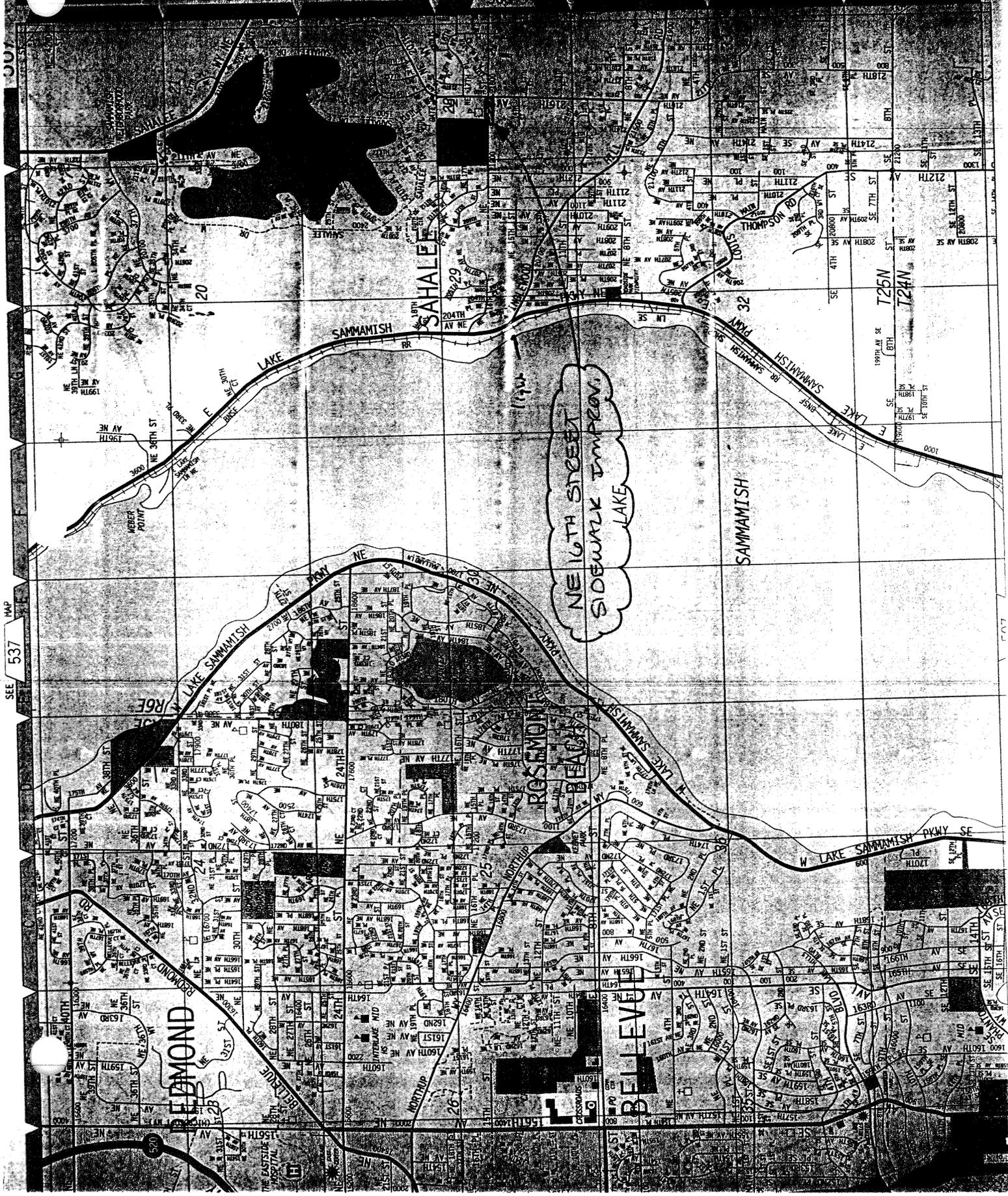
Very truly yours,

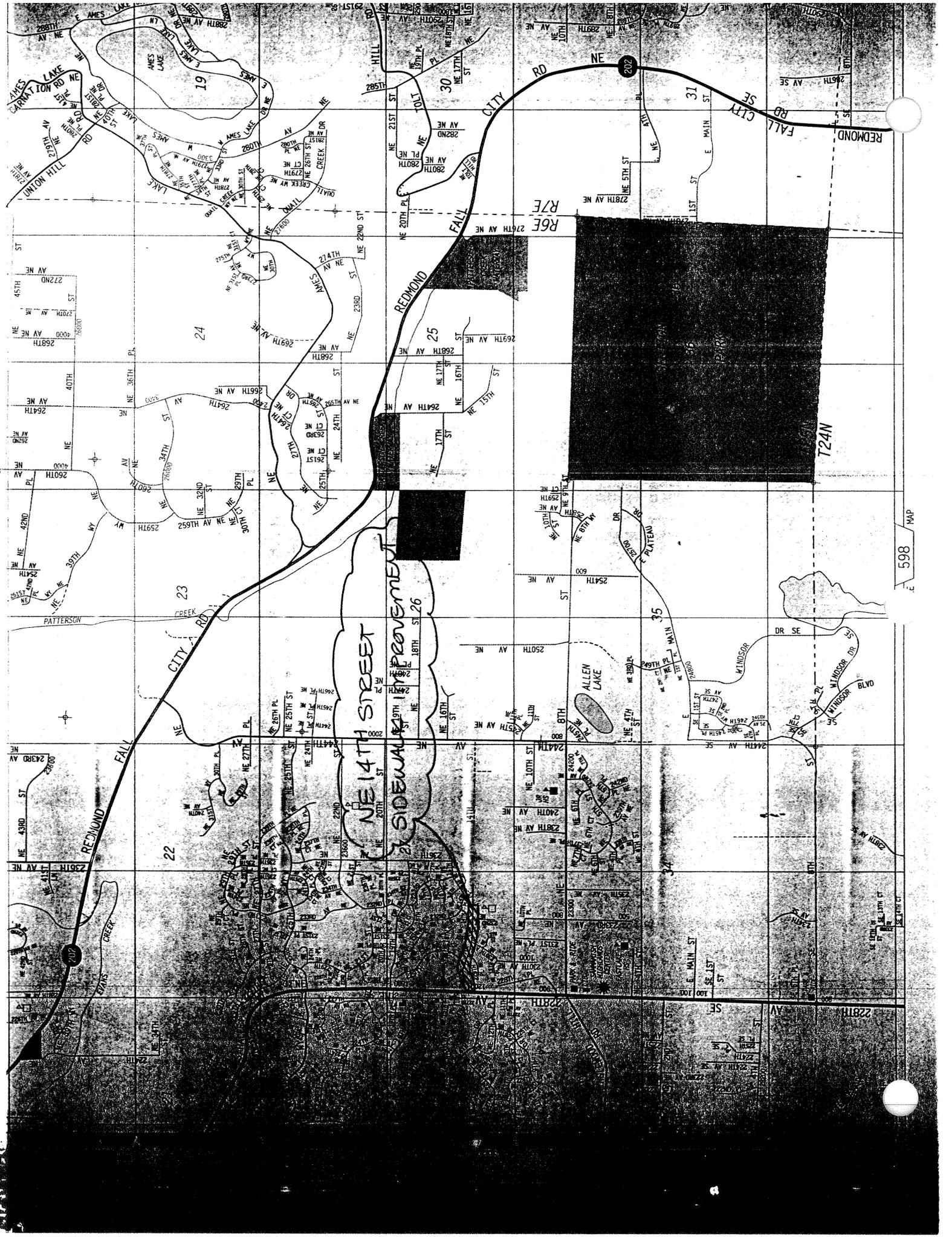
GRAY & OSBORNE, INC.

Timothy J. Osborne, P.E.

TJO/ts
Encl.

cc: Mr. Ben Yazici, P.E., City Manager, City of Sammamish, w/encl.
Mr. Bruce Disend, Kenyon Law Firm, City Attorney, w/encl.
Mr. John Cunningham, P.E., Public Works Director, City of Sammamish, w/encl.





**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Gray & Osborne, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Gray & Osborne, 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 "___"

___ A sum not to exceed \$ _____

X Other (describe): Time and materials (per exhibits noted herein) with a cost not to exceed \$51,000.00.

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, 2001, 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. City shall indemnify and hold consultant harmless for re-use of work products for any use other than the project intended.

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.

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 coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance 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 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. 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, 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.

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

City Manager
City of Sammamish
486 228th Avenue NE
Sammamish, Washington 98074
Phone number: (425) 898-0660

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

Gray & Osborne, Inc.
Attention: CEO
701 Dexter Avenue North, Suite 200
Seattle, Washington 98109
Phone number: (206) 284-0860

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

By: _____

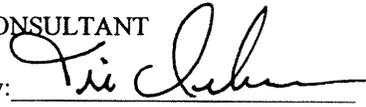
Title: _____

Date: _____

Attest/Authenticated:

City Clerk

CONSULTANT

By: 

Title: Vice President/Principal

Date: 3/27/01

Approved As To Form:


City Attorney

EXHIBIT "A"

CITY OF SAMMAMISH NE 16TH STREET & NE 14TH STREET SIDEWALK IMPROVEMENT

Scope of Services to be provided by consultant. The Consultant shall furnish services including, but not limited to, the following:

Task 1 – Limited Field Survey/Observation.

Objective: To obtain general information necessary for design which includes identifying existing (obvious) utilities, driveways, alignment, and other pertinent site topography by field survey crew. **Note:** This work assumes: (1) right-of-way (monumentations) available on the site; (2) sufficient right-of-way exists on the site to construct the facilities anticipated; and (3) survey crew does not have to enter private property (cross fences, hedges, etc.) to acquire data. If right-of-way control is not available on the site, it will be performed upon further request and authorization by the City, as an extra task (costs negotiated at later date).

- A. Acquire field data in sufficient detail to design the Project. Survey will be performed only on one side of the corridor (side sidewalk is to be installed).
- B. Acquire all gravity sewer measure downs.
- C. The survey data onto obvious local monumentation.
- D. Perform survey on an "assumed" datum.

Task 2 - Preliminary Design

Objective: Develop preliminary design concepts, exhibits, and construction drawings at preliminary phases (75% and 95%) of project for City review. Design/construction drawings and specifications shall be prepared in city approved format. This estimate assumes format will be similar to WSDOT format.

- A. Develop preliminary concepts and incorporate into preliminary design.

Acquire and incorporate all pertinent utility information. We shall rely on information provided by the purveyors as being accurate regarding utility service, manholes, pipelines, etc., that are currently in or adjacent to the areas proposed for the new sidewalks.
- B. Prepare exhibits, details, site plans, etc., and specifications in city approved format, to include proposal, contract, and bonding requirements.

- C. Prepare updated cost estimates at intervals listed above.
- D. Utilize any existing and known available topographical maps to identify existing structures and topographical features.
- E. City to identify and prepare all legal instruments necessary for right-of-way or easement acquisition as may be necessary.
- F. Gray & Osborne, Inc. to provide assistance to the City for developing a SEPA Checklist (as the City may deem appropriate – this project may be categorically exempt). Gray & Osborne, Inc. to assist the City in identifying and applying for all necessary permits required for construction of the Project (does not include permit fee).
- G. Perform a storm basin analysis to size storm pipe, and design detention or treatment of storm water as required.

Task 3 - Staff Meetings

Objective: To participate in city staff meetings in city designated location for city participation and input on design submittals.

- A. Attend and participate at up to three (3) staff meetings of 2 to 4 hours each. Conduct site visits with the City to review the Project in the field, if desired. Attend meetings to review plans at preliminary phase (prior to design), conceptual phase, and “final” (90%) design phase.

Task 4 - Final Design

Objective: Provide final design and engineering for development of bid/construction documents, to include final project plans, specifications and cost estimates in city approved format.

- A. Prepare and submit final project plans, specifications and cost estimates to include incorporation of all previous city comments.
- B. Submit all exhibits, maps, photos, etc. generated.

Task 5 - Bid Services

Objective: Provide Miscellaneous Advertising, Bidding and Award Services

- A. Assist City in the preparation of bid advertisement (as desired).
- B. Prepare and distribute bid documents to planning agencies, utility companies, the City, and interested bidders. Maintain bidders list (there is

no charge for this service if Gray & Osborne sell plans).

- C. Answer bid inquiries during bid phase (no charge for this service).
- D. Prepare and distribute any bid addenda as required.
- E. Attend bid opening, review low bids (as desired), check references, prepare and distribute bid summary, prepare Engineer's "Letter of Recommendation".

Task 6 - Construction Management

Objective: Provide part-time construction inspection and assist City with construction administration.

- A. Provide part-time inspection (two hours per day).
- B. Assist City in negotiating and preparing change orders.
- C. Prepare and transmit to City progress (payment) estimates.
- D. Conduct Project close-out, including close-out paperwork.

EXHIBIT B
City of Sammamish
Billing Invoice

To: City of Sammamish
486 228th Avenue NE
Sammamish, Washington 98074
Phone: (425) 898-0660
FAX: (425) 898-0669

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

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	\$	_____

Approved for Payment by: _____ Date: _____

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

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:

- | | | |
|--|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government Consultant |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | |

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

EXHIBIT "D"

**CITY OF SAMMAMISH
NE 16TH STREET & NE 14TH STREET SIDEWALK IMPROVEMENTS
(see Exhibit "A" for description of tasks)**

TASK NO.	PROJECT MANAGER	PROJECT ENGINEER	CIVIL / DESIGN ENGINEER	TECHNICIAN	SURVEY CREW (INCL. PLS)	RESIDENT INSPECTOR
TASK 1	2	6	6	--	65	--
TASK 2						
A	2	4	8	4	--	--
B	--	2	4	--	--	--
C	4	40	70	60	--	--
D	1	4	12	--	--	--
E	--	4	12	8	--	--
F	--	--	--	--	--	--
G	2	2	4	--	--	--
H	2	8	16	--	--	--
TASK 3						
A	--	8	--	--	--	--
TASK 4						
A	2	8	16	24	--	--
B	--	2	--	--	--	--
TASK 5						
A	--	2	--	--	--	--
B	--	2	2	--	--	--
C	--	--	--	--	--	--
D	--	4	4	--	--	--
E	--	4	4	--	--	--
TASK 6						
A	--	10	--	--	--	120
B	2	8		--	--	8
C	--	8	4	--	--	8
D	--	4	2	--	--	16
TOTAL HRS.	17	130	164	96	65	152
EST. RATE	\$40	\$29	\$23	\$19	\$55	\$28
	\$680	\$3,770	\$3,772	\$1,824	\$3,575	\$4,256

Subtotal Direct Labor Costs.....	\$17,877.00
Indirect Labor @ 1.40 x Direct Labor Costs	\$25,027.80
Total Labor Costs.....	\$42,902.80
Profit @ 15%	\$ 6,435.72
Subtotal, Labor and Fee	\$49,338.52
Expenses (Mileage @ 0.32 cents/mile records of survey, photos, plat maps, etc.)	\$ 161.48
Total Estimated Cost (Design Services)	\$49,500.00

AGENDA BILL

CITY OF SAMMAMISH
CITY COUNCIL

Subject: Contract for CIP drainage project design services

Meeting Date: April 18, 2001

Date Submitted: April 12, 2001

Originating Department: Public Works

Action Required: Council authorization to enter into consulting services contract with CH2M Hill

Clearances:

Administration Police

Public Works Fire

Building/Planning Attorney

Exhibits: Proposed Contract (Draft)

Committee: Public Works

Budgeted Amount: \$300,000

Summary Statement: The City's Stormwater Management Comprehensive Plan has been finalized and is available for public review; a public hearing and adoption of the Plan have been scheduled. This plan contains a Capital Improvement Program proposing some 18 projects for completion during 2001. These projects have limited engineering information available. This proposed contract is for the preliminary investigations and studies necessary to scope 15 of these projects for possible accomplishment this year or next year, depending upon their final costs and budget available. CH2M was chosen by reason of their capability, experience and familiarity with these projects through preparation of the comprehensive drainage plan. The current estimate for total cost of these projects is \$1,300,000; this proposed contract for the preliminary engineering and studies is \$300,000.

Deleted from agenda

Recommended Motion: approve proposed contract with CH2M for drain... preliminary design not-to-exceed \$300,000.

**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 "___"

___ A sum not to exceed \$_____

~~___~~ Other (describe): _____Time and Materials based on Consultant's direct salaries multiplied by a factor of 3.00 plus direct expenses.

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 _____, 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. ~~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 acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.~~

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City and its officers, agents, and employees harmless from any damage, liability or cost (including reasonable attorneys' fees and cost of defense) to the extent caused by the Consultant's negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant and its officers, agents, and employees harmless from any damage, liability or cost (including reasonable attorneys' fees and cost of defense) to the extent caused by the City's negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement.

The Consultant is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

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 coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. 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~~ during normal business hours 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.~~ This Agreement may at any time be terminated by either party upon giving to the other party thirty (30) days' written notice of the party's intention to terminate the same. 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, 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. Supplemental Terms. The supplemental terms set forth in Exhibit D are incorporated and by this reference made a part of this Agreement.

17. 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.

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

City Manager
City of Sammamish
486 228th Avenue NE
Sammamish, Washington 98074
Phone number: (425) 898-0660

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

[List name, address, telephone number]

19. 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.

1920. 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: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

[INSERT EXHIBIT A – SCOPE OF SERVICES]

EXHIBIT B
City of Sammamish
Billing Invoice

To: City of Sammamish
486 228th Avenue NE
Sammamish, Washington 98074
Phone: (425) 898-0660
FAX: (425) 898-0669

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

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	\$	_____

Approved for Payment by: _____ Date: _____

Exhibit B

EXHIBIT D
City of Sammamish
Supplemental Terms

A. Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of CONSULTANT.

B. CONSULTANT's Personnel at Construction Site

B.1 The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, do not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

B.2 CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

B.3 The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CITY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

C. Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty that CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.

If CITY wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, CITY will employ an independent cost estimator, contractor, or other appropriate advisor.

D. Construction Progress Payments

Recommendations by CONSULTANT to CITY for periodic construction progress payments to the construction contractor(s) will be based on CONSULTANT's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by CONSULTANT to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between CITY and the construction contractors that affect the amount that should be paid.

H:\gdavila\City Hall\City of Sammamish 2000_2001 CIP Draft
v2.doc\simba\proj\Contracts\WORD\CTDOCS\City of Sammamish 2000_200
v2.doc\TEMP\Services Agreement Contract_.doc

E. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

F. CITY-Furnished Data

CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

G. Access to Facilities and Property

CITY will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services and will provide labor and safety equipment as required by CONSULTANT for such access. CITY will perform, at no cost to CONSULTANT, such tests of equipment, machinery, pipelines, and other components of CITY's facilities as may be required in connection with CONSULTANT's services.

H. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

I. Asbestos or Hazardous Substances

I.1 If asbestos or hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

I.2 If asbestos is suspected, CONSULTANT will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

I.3 If hazardous substances other than asbestos are suspected, CONSULTANT will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

I.4 Client recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

J. Contractor Indemnification and Claims

J.1 CITY agrees to include in all construction contracts the provisions of Article 4.3, CONSULTANT's Personnel at Construction Site, and provisions providing contractor indemnification of CITY and CONSULTANT for contractor's negligence.

J.2 CITY shall require construction contractor(s) to name CITY and CONSULTANT as additional insureds on the contractor's general liability insurance policy.

J.3 CITY agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against CONSULTANT, CONSULTANT's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the Consulting services performed. CITY will be the only beneficiary of any undertaking by CONSULTANT."

K. Litigation Assistance

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

L. Reuse of PROJECT Documents

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. 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.

M. Force Majeure

CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of CONSULTANT. In any such event, CONSULTANT'S contract price and schedule shall be equitably adjusted.

N. Suspension, Delay, or Interruption of Work

CITY may suspend, delay, or interrupt the Services of CONSULTANT for the convenience of CITY. In such event, CONSULTANT's contract price and schedule shall be equitably adjusted.

O. Consultant's Deliverables

Consultant's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by CONSULTANT are for CITY or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

AGENDA BILL

**CITY OF SAMMAMISH
CITY COUNCIL**

**Subject: National Fire Protection Association
Proposed Standards 1710 and 1720**

Meeting Date: April 18, 2001

Date Submitted: April 12, 2001

Originating Department: Administration

Action Required: Approve Resolution

Clearances:

 X Administration Police

 Public Works X Fire

 Building/Planning X Attorney

**Exhibits: A Resolution of the City of Sammamish,
Washington opposing National Fire Protection
Association Proposed Standards 1710 and 1720**

Committee:

Budgeted Amount: N/A

Summary Statement:

Resolution identifies the proposed new standards by the National Fire Protection Association (NFPA) which would create financial impact to the City of Sammamish.

Recommended Motion:

Move that the City Council adopt a resolution opposing the National Fire Protection Association Proposed Standards 1710 and 1720.

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO.

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, OPPOSING NATIONAL FIRE
PROTECTION ASSOCIATION PROPOSED STANDARDS
1710 AND 1720**

WHEREAS, the National Fire Protection Association (NFPA) is an international association of individuals and trade and professional organizations; and

WHEREAS, the mission of NFPA is "to reduce the worldwide burden of fire and other hazards on the quality of life by providing and advocating scientifically-based consensus codes and standards, research and education"; and

WHEREAS, NFPA has produced over 275 codes and standards that deal with every aspect of fire and life safety; and

WHEREAS, NFPA is an internationally recognized authority in producing codes and standards dealing with fire and life safety; and

WHEREAS, NFPA is currently proposing two new standards: NFPA 1710, Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, and NFPA 1720, Organization and Deployment of Fire Suppression, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments; and

WHEREAS, proposed NFPA standards 1710 and 1720 define minimum response times, minimum fire company staffing levels, initial full alarm response levels, and extra alarm response levels; and

WHEREAS, levels of service delivery for fire and emergency medical services (EMS) have always been determined by local jurisdictions; and

WHEREAS, proposed NFPA standards 1710 and 1720 would impose onerous, unfunded mandates upon local governments to meet established response times and staffing levels, if adopted by NFPA with subsequent consideration taken by federal agencies, such as the Occupational Safety and Health Administration (OSHA) and insurance companies; and

WHEREAS, in order to implement the proposed NFPA standards the City would have to hire up to 12 additional firefighters and incur ancillary costs for training and equipping those firefighters; and

WHEREAS, the cost of implementing the proposed standards for the City of Sammamish is estimated to be between \$720,000 and \$1,000,000 per year; and

WHEREAS, the NFPA has clearly gone outside its authority in proposing these national minimum manning, response, and staffing standards; and

WHEREAS, because NFPA codes and standards are voluntary and need to be adopted by local jurisdictions, these standards will be "the norm" because of the stature of NFPA in the development and promulgation of other codes and standards; and

WHEREAS, these two proposed standards will be considered and voted on at the NFPA annual conference on May 16, 2001 in Anaheim, California; and

WHEREAS, if adopted and issued, these proposed NFPA standards would force local governments to shift dollars from fire prevention programs to fire suppression activities, potentially increasing the risk of fire and the danger to local firefighters.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO RESOLVE AS FOLLOWS: that the City of Sammamish opposes any attempt by the National Fire Protection Association to adopt standards for staffing or minimum manning levels of fire, specialized, or emergency medical services vehicles controlled by units of local government; and

BE IT FURTHER RESOLVED that the City opposes any attempt by the National Fire Protection Association to adopt a standard dictating or affecting the response time of any fire, specialized, or emergency medical services vehicle; and

BE IT FURTHER RESOLVED that the City will send this resolution to the National Fire Protection Association registering the city's opposition to proposed standards 1710 and 1720, which preempt local authority and place a one-size-fits-all mandate on our City and on all cities and towns.

PASSED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON,
AT A REGULAR MEETING THEREOF THIS _____ DAY OF APRIL, 2001.

CITY OF SAMMAMISH

H. Troy Romero, Mayor

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:

Gail Davila

From: Dick Thiel
Sent: Thursday, April 12, 2001 4:51 PM
To: Stephen King; Dick Thiel; Gail Davila; John Cunningham; Melonie Anderson
Subject: RE: Agenda Items

Importance: High

City Ordinance No. 099-17 gave the city the authority to adopt all implementing administrative rules and enforcement remedies now in King County Code Title 9, Surface Water Management, which includes the collection of fees. Adopted July 28, 1999 (and Approved by Bruce L. Disend!). This should be in your files or on our website; if not, let me know and I will fax you a copy.

Dick Thiel, P.E., City Engineer
City of Sammamish
(425) 836-7906
fax 898-0669

-----Original Message-----

From: STEPHEN KING [mailto:STEPHEN@kdmlawfirm.com]
Sent: Thursday, April 12, 2001 3:02 PM
To: dthiel@ci.sammamish.wa.us; gdavila@ci.sammamish.wa.us;
jcunningham@ci.sammamish.wa.us; manderson@ci.sammamish.wa.us
Subject: RE: Agenda Items

I have a question about the stormwater fee ordinance. Was the existing fee set by an ordinance or resolution? If so I'll need to see a copy of the document so I can be sure I'm amending the right section.

Thanks,

Steve

Gail Davila

From: Dick Thiel
Sent: Thursday, April 12, 2001 4:31 PM
To: Gail Davila; John Cunningham
Cc: Stephen King; Bruce Disend
Subject: FW: Items for Next Weeks Council Meeting



2001 SWM

CIP_BD_Descriptions2... See the 4:30 PM Thursday status for these actions below:

- 1) Steve is working on this; he has an example from Newcastle.
- 2) Steve is working on this.
- 3) I have completed and forwarded the Agenda Bill; Steve is working on this and has an example from Newcastle.
- 4) I have not been involved in the overlay contract administration, so will leave this up to Carter.
- 5) I have completed and forwarded the Agenda Bill; Gail has received a copy of the proposed CH2M contract Bruce is reviewing. If his review is not complete, we can stamp the contract "draft". I would rather not wait until May 2 for this, in that we must get this work going to meet our Council committed goals and objectives. I do not have staff to do this myself in-house. Attached is a spreadsheet showing the planned 2001 preliminary engineering planned for this contract.

Dick Thiel, P.E., City Engineer
City of Sammamish
(425) 836-7906
fax 898-0669

-----Original Message-----

From: John Cunningham
Sent: Wednesday, April 11, 2001 5:43 PM
To: Dick Thiel
Cc: Bruce Disend; Stephen King; Gail Davila
Subject: Items for Next Weeks Council Meeting

Dick: According to Melonie, the following items are still needed for the Agenda Packet for this next weeks council meeting:

- 1) The Ordinance adopting the SWMP
- 2) The Ordinance raising the SWM SDC
- 3) The Agenda Bill and the Ordinance raising stormwater rates -- I have talked with Steve via e-mail regarding this Ordinance, he is working on it.
- 4) Any changes to the Resolution listing the streets to be overlaid this year -- to include Waverly Shores if appropriate and drop one currently on the list. See my earlier e-mail on this to you and Carter.
- 5) The Agenda Bill and the Contract for CH2M Hill's work on the stormwater CIP's -- from his e-mail, I understand that Bruce has this contract, but has some questions on it. Also, Ben left word with Melonie that he would like to see this contract before it goes to Council. On this one, is there any reason we couldn't pull it and put it on the agenda for 5/2. Since Melonie is gone on vacation, all of this needs to be to Gail on Thursday 4/12 sometime so she can do her job, Melonie's job and still have time to get the Council packets put together for delivery on Friday afternoon. Let me know what I can do to help out. Thanx, John C.

Gail Davila

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Sent: Wednesday, April 11, 2001 5:43 PM
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Cc: Bruce Disend; Stephen King; Gail Davila
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John A. Cunningham, P.E.
Director of Public Works
City of Sammamish
486 228th Avenue NE
Sammamish, WA. 98074
(425) 836-7913
(425) 898-0669 (fax)
jccunningham@ci.sammamish.wa.us

Gail Davila

From: Dick Thiel
Sent: Thursday, April 12, 2001 7:40 AM
To: John Cunningham
Cc: Gail Davila; Melonie Anderson
Subject: RE: SWMP Rate Increase

I would suggest we go forward with the 13% increase recommended in the Exec. Summary, which has an impact of less than \$1/mo. for an SFR. I will do my best to get together a rate increase ordinance, agenda bill, drainage contract and agenda bill, final comp plan etc. etc. and attend portions of the partnering meeting, a developer meeting here, and the quake insurance guy in the afternoon, and leave in time to make a 5:30 meeting in Bellevue.

Dick Thiel, P.E., City Engineer
City of Sammamish
(425) 836-7906
fax 898-0669

-----Original Message-----

From: John Cunningham
Sent: Wednesday, April 11, 2001 3:10 PM
To: Dick Thiel
Subject: SWMP Rate Increase

Dick -- In discussing the SWMP items for Council for next week, Ben feels that in addition to bringing the increase in the SDC forward, he has direction from the Council to bring a rate increase forward also. I'm not sure quite how to do this at this late date, since there has been no Public Hearing scheduled on it. As I looked at the Plan, if we use the numbers in CH2M Hills report and take out the Street Sweeping, we would need a rate increase of 6.4% to generate the revenue that we need. I guess one question we need to answer is from a dollars and cents standpoint, do we need a rate increase for 2001 based on the adopted 2001 budget and work plan ??? My quick look at it says that we can probably get by in 2001 w/o a rate increase and still do the Operations and Capital work plans we have lined out. What is your thought on this ?? John

John A. Cunningham, P.E.
Director of Public Works
City of Sammamish
486 228th Avenue NE
Sammamish, WA. 98074
(425) 836-7913
(425) 898-0669 (fax)
jcunningham@ci.sammamish.wa.us

City Calendar
Week of April 16th through 22nd

Wednesday
April 18th

5:30 pm Finance Committee

7:30pm City Council Regular Meeting
(agenda attached)

Thursday
April 19th

7:00pm PAB: Land Use Subcommittee

(Scroll down to see agendas)

NEIGHBORHOOD CONNECTIONS PROGRAM

Monday, April 9, 2001
City of Sammamish City Hall
486 228th Avenue NE
Sammamish, WA 98074

6:30 – 8:00 pm

AGENDA

1. Neighborhood Connections City Map – 3rd Draft
2. Recycling Events
3. Timberline Community Club Invitation:
 - a. Handout: Emergency Preparedness Presentation Series April – July
4. Community Development & Land Use Planning
Ray Gilmore, Director of Community Development
5. Feedback from Neighborhood Associations Presidents or Representatives
6. Next Scheduled Meeting: July 9, 2001
7. Adjourn

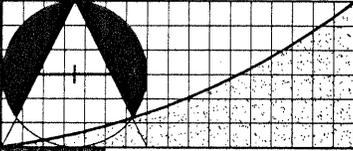
**CITY OF SAMMAMISH
CITY COUNCIL AGENDA
STUDY SESSION
April 11, 2001**

Wednesday, April 11, 2001, 7:30 p.m., 486 228th Ave. N.E., City Hall Chambers

	<i>Approximate Time</i>
OPEN STUDY SESSION	6:30 pm
1. MPS Transportation Impact Fees	6:35 pm
CLOSE STUDY SESSION	8:30 pm

ECG

CIVIL ENGINEERING / PLANNING / PERMITTING / CONSTRUCTION MANAGEMENT

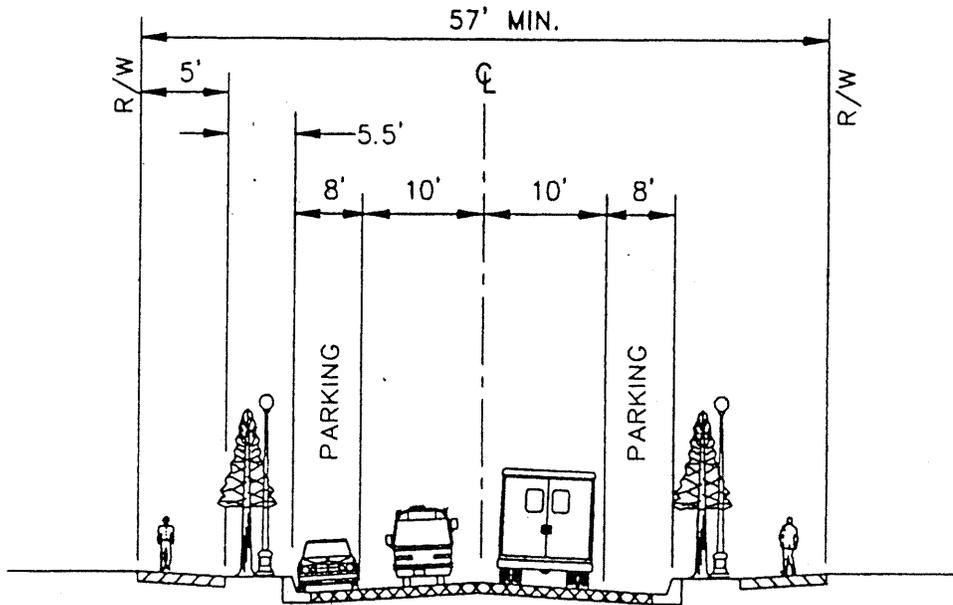


**FEASIBILITY STUDY
FOR
SAMMAMISH TAX LOT 46
236th Ave NE & NE 17th Pl.**

December 18, 2000

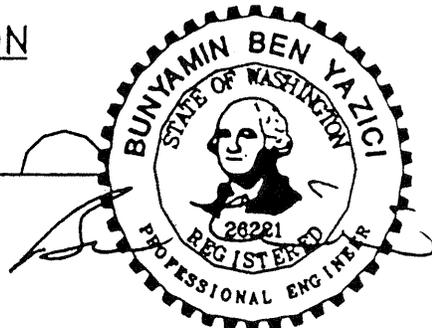
Prepared for:

Mark Hooper
Hooper Construction, LLC
1513 204th Ave NE
Sammamish, WA 98074



ROADWAY SECTION
LOCAL ROAD
DETAIL

N.T.S.



EXPIRES: 4/30/01

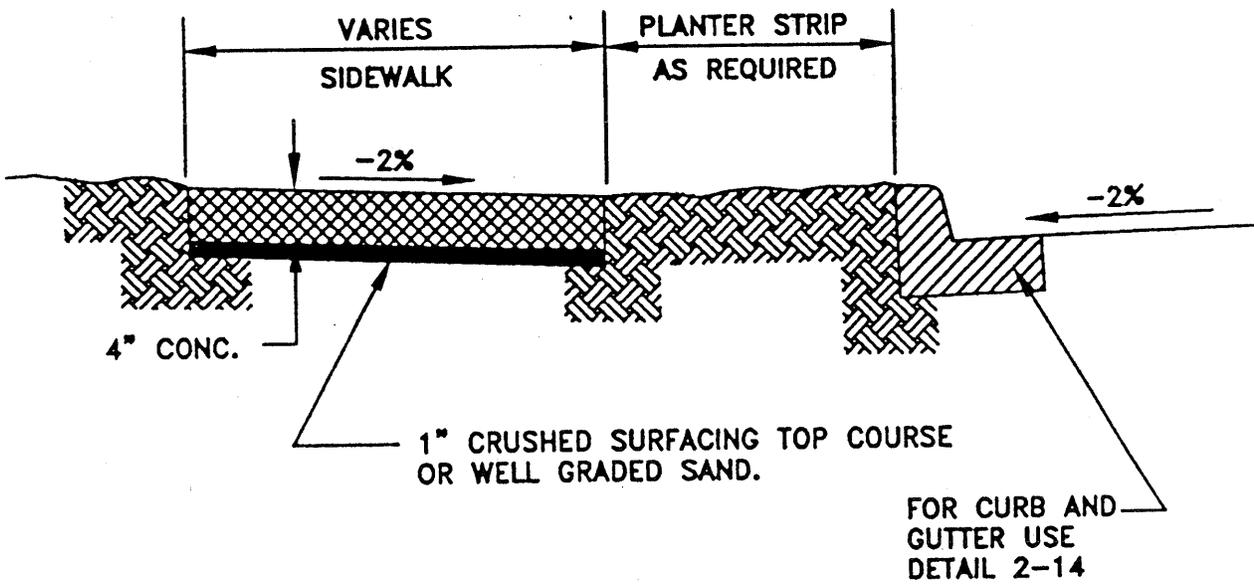
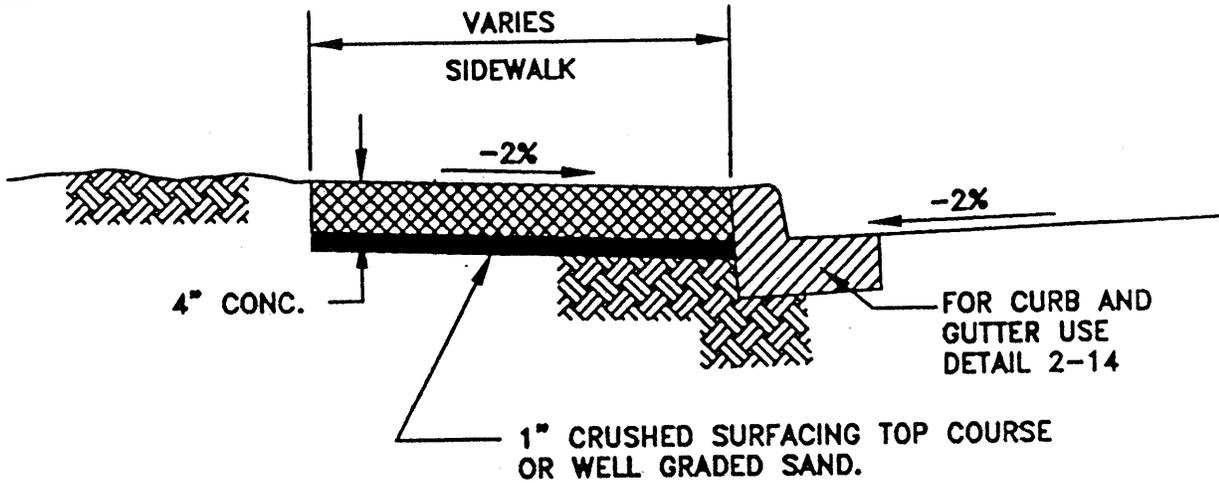
NOTES:

1. ADD 5' OF PAVEMENT WIDTH EACH SIDE AND 10' OF RIGHT-OF-WAY WIDTH WHEN BIKE LANES ARE REQUIRED.
2. ON-STREET PARKING MAY BE REDUCED WITH CITY ENGINEER'S APPROVAL FOR CUL-DE-SAC STREETS.

CITY OF SAMMAMISH DEPARTMENT OF PUBLIC WORKS			
ROADWAY SECTION LOCAL ROAD			
APPROVED BY CITY ENGINEER		DATE	
DWN JM	CKD SPS	DATE MARCH-15-2000	FILE FIG01-05

REV

4/19/00 Ordinance 02000-60



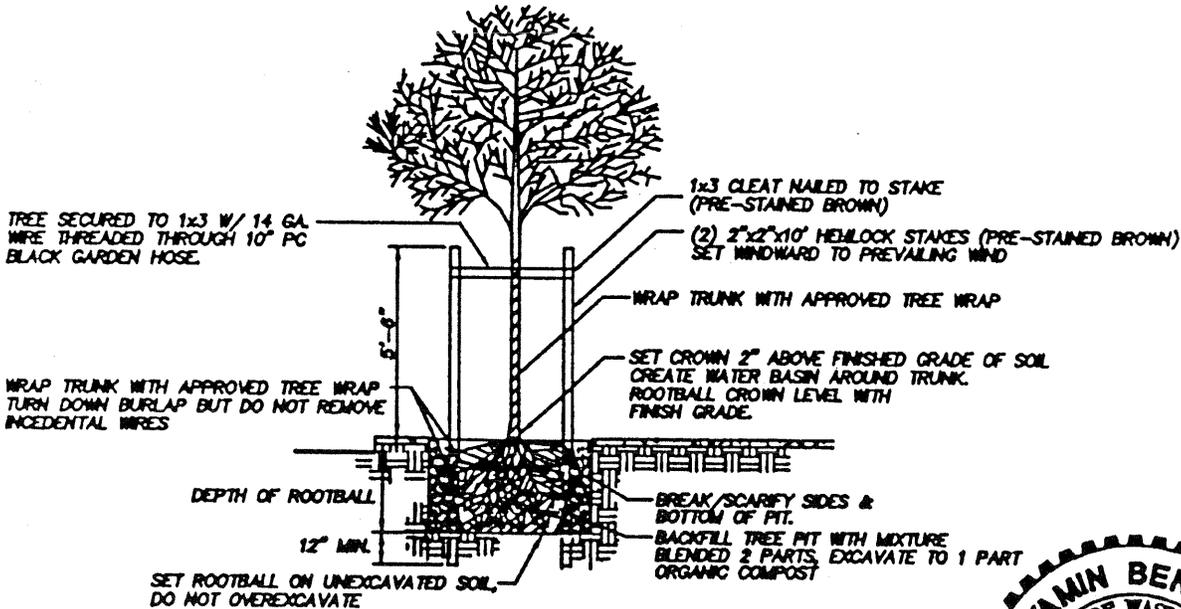
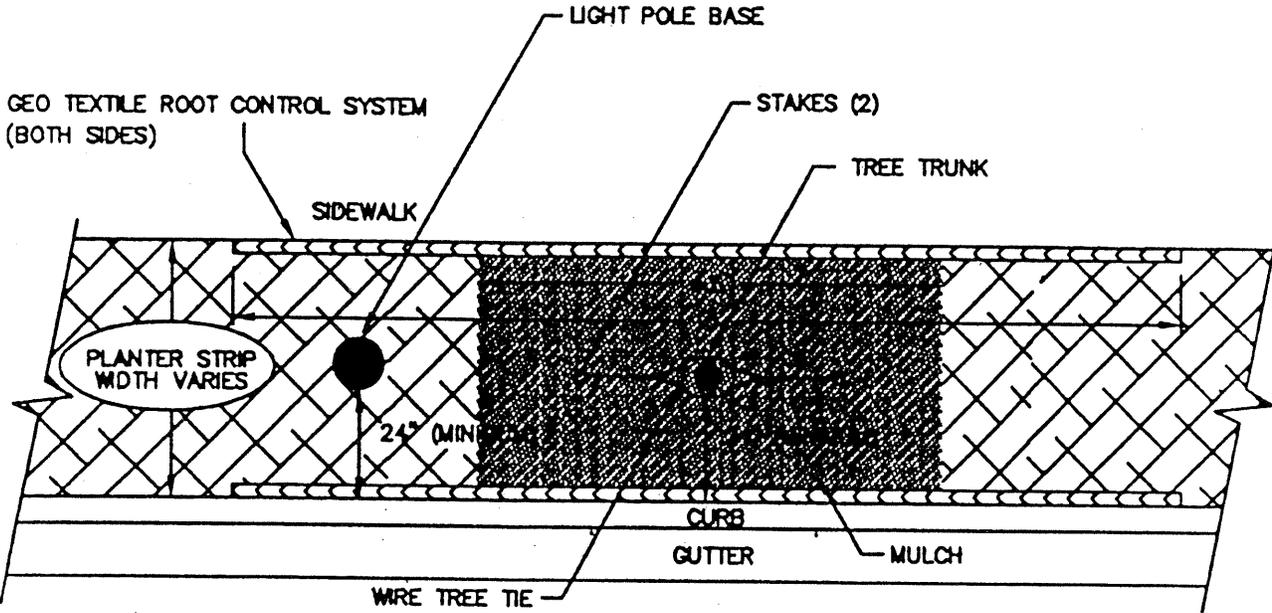
EXPIRES: 4/30/01

GENERAL NOTES:

1. CONCRETE DRIVEWAYS REQUIRE A MINIMUM DEPTH OF 6".

CITY OF SAMMAMISH DEPARTMENT OF PUBLIC WORKS			
SIDEWALK			
APPROVED BY CITY ENGINEER		DATE	
DWN	CKD	DATE MARCH-15-2000	FILE FIG02-09

REV



STREET TREE SECTION
N.T.S.



EXPIRES: 4/30/01

TOPSOILING NOTES

- 1.) ALL PLANT BEDS TO RECEIVE A UNIFORM LAYER OF PREPARED PLANTING MIX 4" DEEP AND ROTOTILLED INTO SUBSOIL TO A DEPTH OF 8". PLANTING MIX TO BE EQUAL PARTS BARK/DUMPS, PEAT HUMUS AND ORGANIC COMPOST.
- 2.) BACKFILL FOR TREE PITS SHALL BE A UNIFORM BLENDED MIXTURE OF 2 PARTS EXCAVATE AND 1 PART ORGANIC COMPOST.
- 3.) ORGANIC COMPOST SHALL BE STEERCO, GRO-CO, CEDAR GROVE COMPOST, NUTRI MULCH OR OTHER EQUAL POST CONSUMER RECYCLED HORTICULTURAL COMPOST PRODUCTS.

CITY OF SAMMAMISH
DEPARTMENT OF PUBLIC WORKS
**PLANTER STRIP
DETAIL**

APPROVED BY _____ DATE _____
CITY ENGINEER

REV	DWN	CKD	DATE MARCH-15-2000	FILE FIG02-29
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REV. NO.



ECG, Inc.
 18530 156TH AVENUE NE, SUITE 100
 WOODHULL, WA 98072
 FAX: (425) 483-8983
 (425) 482-0876

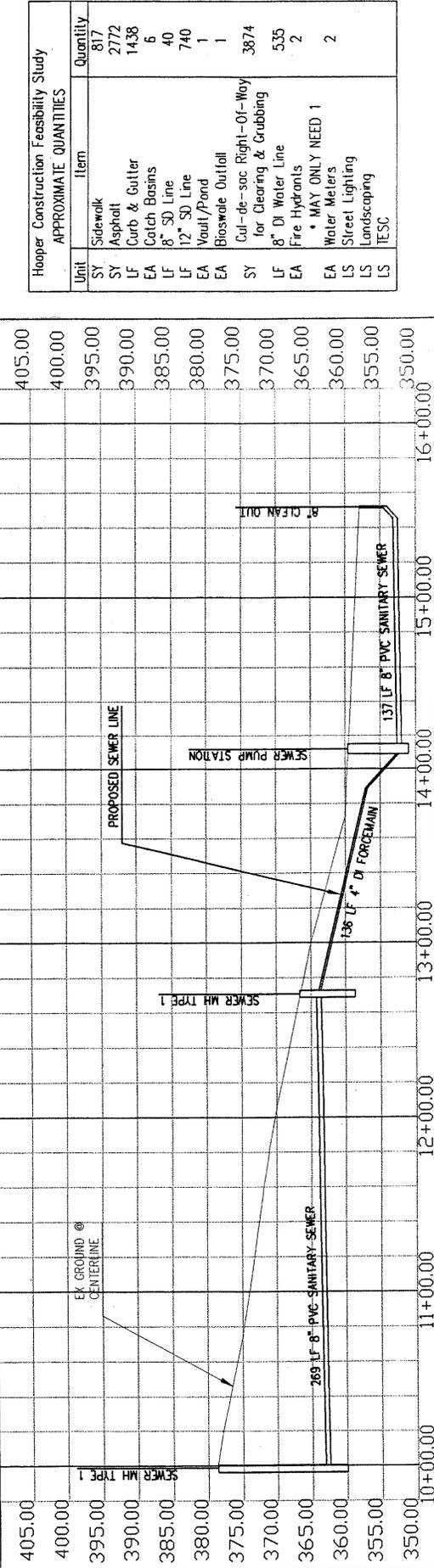
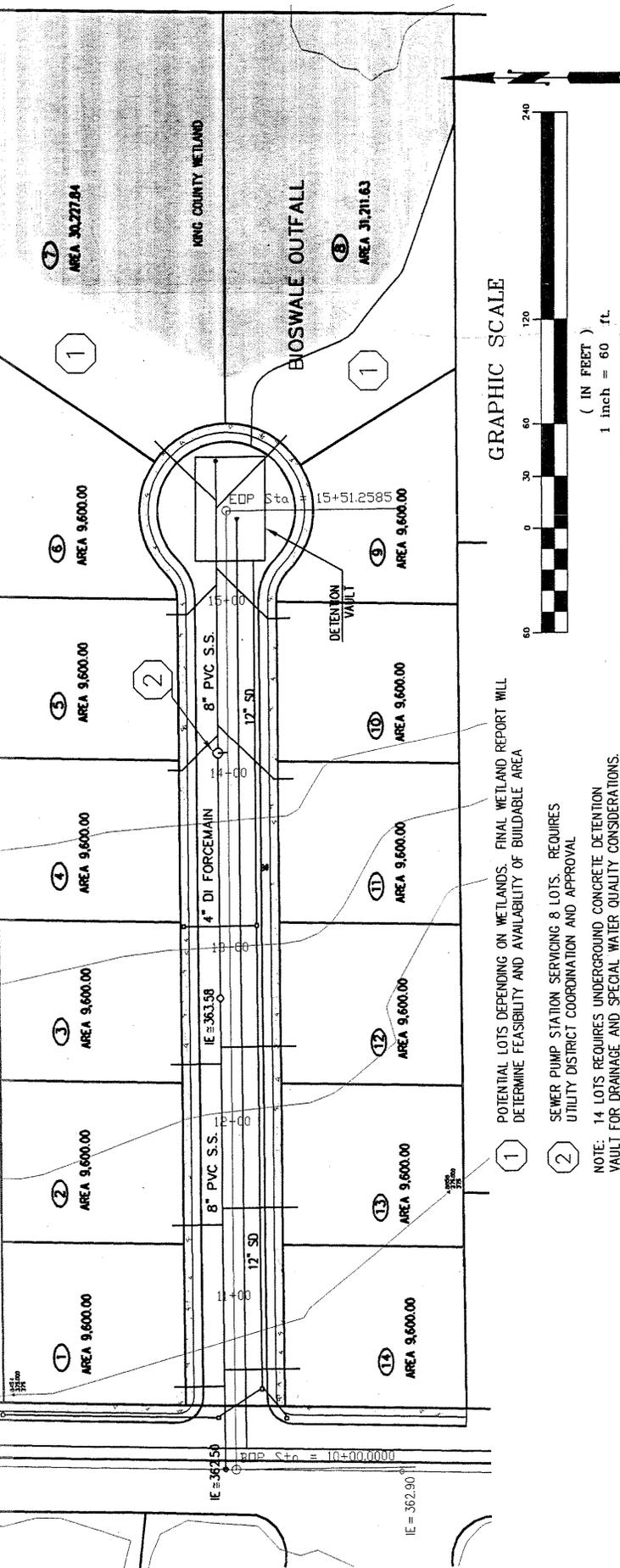
DATE	NO.	DESCRIPTION

HOOPER FEASIBILITY STUDY
 CLIENT INFORMATION:
 HOOPER CONSTRUCTION, LLC
 153 24TH AVENUE NE
 REDMOND, WA 98053
 PHONE NUMBER: (425) 888-1588
 FAX NUMBER: (425) 856-2676

ALTERNATIVE 1
 ULTIMATE BUILD OUT

DATE: 12-15-00
 DRAWN BY: NMM
 CHECKED BY: 440175C1

C-1



Hooper Construction Feasibility Study

Unit	Item	Quantity
SY	Sidewalk	817
SY	Asphalt	2772
LF	Curb & Gutter	1438
EA	Catch Basins	6
LF	8" SD Line	40
LF	12" SD Line	740
EA	Vault/Pond	1
EA	Bioswale Outfall	1
SY	Cul-de-sac Right-Of-Way for Clearing & Grubbing	3874
LF	8" DI Water Line	535
EA	Fire Hydrants	2
EA	* MAY ONLY NEED 1 Water Meters	2
LS	Street Lighting	
LS	Landscaping	
LS	TESC	



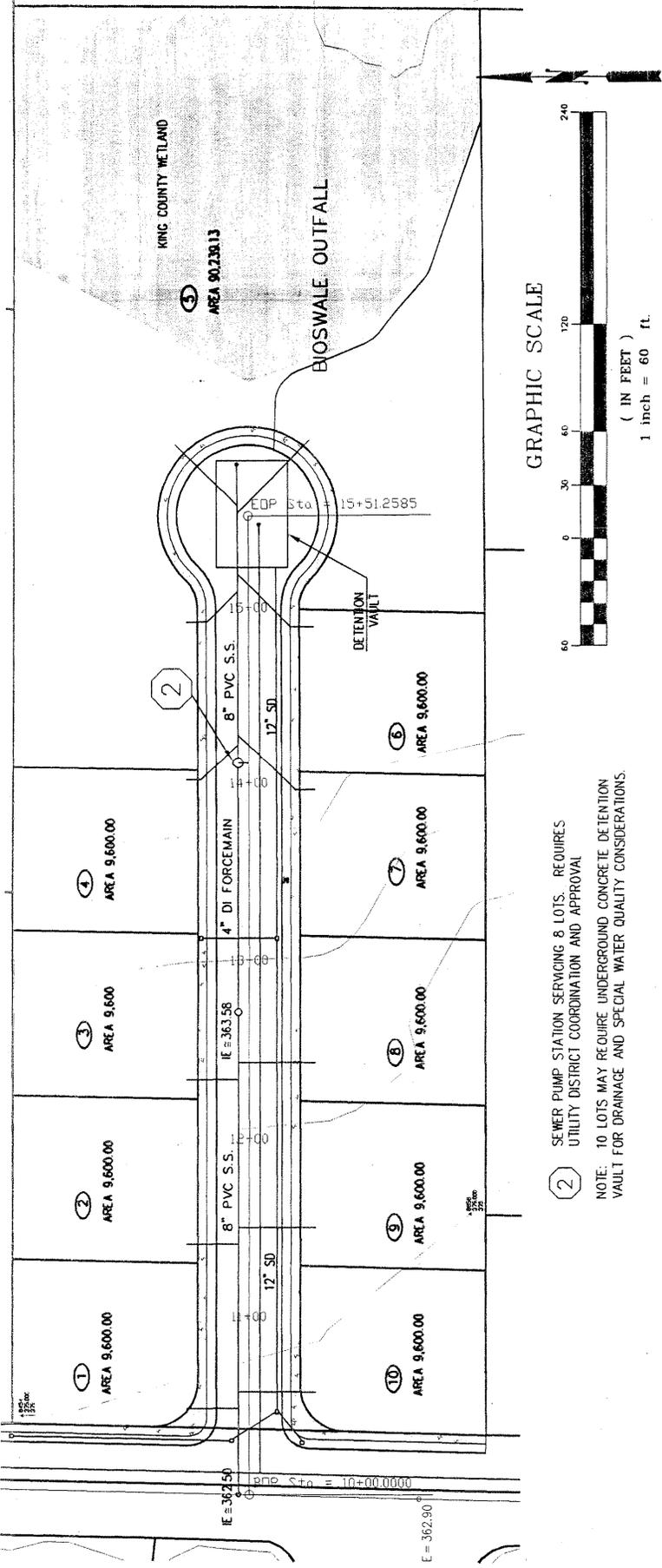
ECG Inc.
 18330 156TH AVENUE NE, SUITE 100
 WOODINVILLE, WA 98072
 (425) 482-0876
 FAX: (425) 483-8953

DATE	DESCRIPTION

CLIENT INFORMATION:
 HOOPER CONSTRUCTION, LLC
 1013 204TH AVENUE NE
 SAMMAMISH, WA 98074
 PHONE NUMBER: (425) 899-1599
 FAX NUMBER: (425) 826-2878

PROJECT INFORMATION:
 SHEET NO. **C-3**
 ALTERNATIVE 3
 PARTIAL BUILD OUT
 WITH 10 LOTS

DATE: 12-15-06
 DRAWN BY: JAV
 CHECKED BY: JAV
 PROJECT NO: 4407263



② SEWER PUMP STATION SERVICING 8 LOTS. REQUIRES UTILITY DISTRICT COORDINATION AND APPROVAL.
 NOTE: 10 LOTS MAY REQUIRE UNDERGROUND CONCRETE DETENTION VAULT FOR DRAINAGE AND SPECIAL WATER QUALITY CONSIDERATIONS.

Unit	Item	Quantity
SY	Sidewalk	817
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LF	12" SD Line	740
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EA	Bioswale Outfall	1
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LF	8" DI Water Line	535
EA	Fire Hydrants * MAY ONLY NEED 1	2
EA	Water Meters	2
LS	Street Lighting	
LS	Landscaping	
LS	TESC	

