

ORDINANCE NO. 7968

AN ORDINANCE appropriating funds in the amount of \$13,000 to the surface water management division, advanced to King County by the Winmar Company, Inc. (Winmar), for costs to implement an agreement for the review of a floodway boundary map restudy and a petition to the Federal Emergency Management Administration (FEMA) to revise the Floodway Boundary Map of the lower 0.92 miles of Bear Creek should the restudy be approved by the county.

PREAMBLE:

As stated in the FEMA document "Conditions and Criteria for Floodway Revisions", an individual must work with the local community government to petition FEMA for such revisions. Winmar, therefore, has contacted King County's surface water management division (SWM) to review the restudy and to petition FEMA should the restudy prove to be correct. Therefore, Winmar has endorsed an agreement, attached as Exhibit A, to advance the county \$13,000 for SWM to pay its costs to fulfill the responsibilities as described in the agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby approved and adopted an appropriation of \$13,000 to the surface water management division from funds advanced to King County by the Winmar Company, Inc. for the review of the Floodway Boundary Map of the lower 0.92 miles of Bear Creek as prescribed in the attached agreement between King County and Winmar.

SECTION 2. Ordinance No. 7864, Section 57, is hereby amended to read as follows:

From the Surface Water Management Program Fund there is hereby appropriated to:

SURFACE WATER MANAGEMENT PROGRAM	\$ 13,000
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SECTION 3. The King County executive is authorized to endorse the signed agreement, attached as Exhibit A, with Winmar Company, Inc. This agreement directs SWM to review a Floodway Boundary Map of the lower 0.92 miles of Bear Creek should the restudy be approved by SWM.

INTRODUCED AND READ for the first time this 9th day of February 1987.

PASSED this 23rd day of February, 1987.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Gary Grant
Chairman

ATTEST:

Janeth M. Owens
Clerk of the Council

APPROVED this 4th day of March, 1987.

J. Dale
King County Executive

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EXHIBIT "A"

The following is an estimate of the total costs for which Winmar will be obligated to pay the County for implementation of this Agreement.

King County Surface Water Management Project Management and Design. Project Engineer @ \$34/hr. x 100 hrs. = \$ 3,400.00	
Consulting Engineering Contract Engineering Review (including computer time) @ \$80/hr. x 120 hrs. = \$ 9,600.00	
Total	<u>\$13,000.00</u>

AGREEMENT
BETWEEN KING COUNTY AND WINMAR COMPANY, INC.

"An agreement for reimbursement by Winmar Company, Inc., to King County for the Surface Water Management Division's purchase of private consulting engineering services to review and check a flood boundary and floodway restudy of the lower portion of Bear Creek."

I. PARTIES TO THE AGREEMENT

- A. King County, a political subdivision of the State of Washington (hereinafter referred to as "County", as per King County Motion dated _____).
- B. Winmar Company, Inc., (hereinafter referred to as "Winmar").

II. PURPOSE

The purpose of this agreement is to review a study which proposes to revise the FEMA floodway boundary map for the lower reaches of Bear Creek, based on new data, not to alter the physical floodway in any way. A floodway is defined as that area adjacent to a creek, stream or river which must be kept clear of encroachment in order that the waters conveyed during a 100-year frequency storm can pass without impedence. The Federal Emergency Management Administration (FEMA) provides data from which a community can formulate and adopt a floodway for regulatory purposes. It also support the community in its efforts to enforce the floodway and provides copies of floodway boundary maps to citizens. FEMA has defined a procedure which allows communities to propose revisions to the floodway boundaries and floodway boundary maps within a community's jurisdiction. This procedure is based on a topographic restudy and hydrologic review which requires compliance to both prescribed engineering criteria and administrative protocols. Individuals may not appeal directly to FEMA to propose revisions to the floodways or floodway boundary maps in a community. They must instead work with the local community governments in proposing such revisions.

Winmar has contacted King County's Surface Water Management Divison (SWM) to propose a floodway boundary map revision on the lower 0.62 miles of Bear Creek to FEMA. SWM has agreed to proceed with this proposed floodway boundary map restudy for several reasons including the following:

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1. Significant discrepancy exists between the FEMA topographic data and the actual topography and drainage systems in this area as documented by a detailed one foot contour interval map;
2. FEMA is currently preparing a restudy of Bear Creek upstream of this location and this restudy of the lower section can be reviewed at this time for agreement with FEMA's restudy;
3. Continued progress towards resolution of the proposed Redmond Town Center project adjacent to this reach of Bear Creek is dependent upon the processing of this floodway restudy;
4. Winmar has commissioned the preparation of a restudy report entitled, "Flood Boundary and Floodway Restudy Bear Creek, Redmond, Washington, March 1986 (hereinafter referred to as "Flood Boundary Restudy").

III. FINDINGS

The parties find and agree that:

1. Winmar Company, Inc., represents itself to be the owner of property formerly known as the "Redmond Golf Links" and of property formerly known as "Butler Walls Property", on which Redmond Town Center project is proposed to be located.
2. The Winmar property is bordered on the south by Bear Creek for a length of .92 miles.
3. The County has jurisdiction over .62 miles of Bear Creek from its confluence with the Sammamish River.
4. The City of Redmond has jurisdiction over .3 miles of Bear Creek which border Winmar property.
5. Due to scheduling, budgeting limitations, and the detailed nature of this Flood Boundary Restudy, Surface Water Management will contract with a private consulting engineering firm to perform the engineering review of this report.

IV. RESPONSIBILITIES

A. KING COUNTY'S RESPONSIBILITIES ARE:

1. To provide a project engineer to manage and implement the County's responsibilities as detailed in the Agreement.
2. To secure the professional services of a private consulting engineering firm to review and check the analysis and conclusions of the Flood Boundary Restudy.
3. To petition FEMA to revise their Flood Boundary Floodway Maps as described by their document, "Conditions and Criteria for Floodway Revisions" based on the Floodway Restudy as finally reviewed and approved by King County.

B. WINMAR'S RESPONSIBILITIES:

1. To supply the County with as many copies of the Floodway Restudy as is necessary for the County to accomplish the review.
2. To assist the County or the County's consultant in any way necessary to accomplish the review in a timely manner.
3. To reimburse the County for all costs incurred (both in-house and outside consulting services).

V. COMPENSATION

Winmar will place on deposit with the County an advance of funds, in the amount set forth in Exhibit "A" hereto attached, which the County may use to pay the costs to the County for implementing this Agreement. The County will refund Winmar any, remaining, funds upon completion or termination of this Agreement.

Winmar will place additional funds, as directed by the County's project engineer, if the actual costs are foreseen to exceed the costs itemized in Exhibit "A". The County's project engineer will notify Winmar if this becomes necessary.

VI. AMENDMENTS

This Agreement may be amended or altered only by written agreement between the Parties hereto.

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VII. TERMINATION

A. This agreement may be terminated by either Party without cause, prior to completion of the tasks required to implement this Agreement, upon providing the other Party ten (10) days advance written notice of the termination.

B. The County may terminate this Agreement immediately should the duties, obligations, or services required herein become impossible, illegal, not feasible, or if expected funding is withdrawn, reduced, or limited in any way.

C. In the event of the termination of this Agreement, for any reason, the Parties agree that the sole liability of the County will be to refund to Winmar those funds held on deposit that have not been obligated as of the effective date of termination.

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VIII. ENDORSEMENTS

This Agreement will become effective following the endorsements of all the Parties listed below. The effective date shall be the date of endorsements by the King County Executive.

KING COUNTY

By [Signature]

KING COUNTY EXECUTIVE

DATED this 16th day of December, 1986.

Effective date of this Agreement

Approved as to form:

DATED this 15th day of December, 1986.

[Signature]
Deputy Prosecuting Attorney

ATTEST:

WINMAR COMPANY, INC.

By: [Signature]

Title: VP.

DATED this 29 day of SEPTEMBER 1986