



# City Council Study Session

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## AGENDA

April 3, 2017

4:30 pm – 6:30 pm

### Call to Order

**Estimate time**

### Public Comment

**4:30 pm**

**Note:** *This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization. If you would like to show a video or PowerPoint, it must be submitted or emailed by 5 pm, the end of the business day, to the City Clerk, Melonie Anderson at [manderson@sammamish.us](mailto:manderson@sammamish.us). Please be aware that Council meetings are videotaped and available to the public.*

### Topics

- **Discussion:** Outdoor Preschool Programming in City Parks **5:00 pm**
- **Discussion:** Revisions to the Interlocal Agreement with Issaquah School District **5:30 pm**
- **Presentation & Discussion:** Introduction to Regional Stormwater **6:00 pm**

### Adjournment

**6:30 pm**

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.





# Memorandum

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**Date:** March 29, 2017

**To:** City Council

**From:** Jessi Bon, Deputy City Manager  
Joanna Martin, Recreation Supervisor

**Re:** Outdoor Preschool Programs in City Parks

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In recent months, the City has received numerous requests from citizens to allow use of City of Sammamish Parks for outdoor preschool programs. These recent requests stemmed from the closure of an outdoor preschool program that was operating at Beaver Lake Park without a park permit, but the requests for this type of programming have been numerous and steady for years.

Considering the high demand for outdoor education programs, the City Council asked staff to research outdoor preschool programs, including learning more about how other government entities are partnering to provide these programs. The following report describes the information collected and concludes with some options for City Council consideration.

## **Background on Outdoor Preschools**

Outdoor preschools are gaining popularity in the United States, and Washington State is no exception. Preliminary research indicates that in the Puget Sound region there are more than 20 outdoor preschools in operation, with many more on the horizon.

The operating model varies, but most outdoor preschools are run by a private or non-profit organization and operated in a public park. The majority of these outdoor preschool programs offer half-day programs (about three hours per day) with children attending two or three sessions per week, depending on their age.

## City of Seattle Outdoor Preschools

The City of Seattle launched a two-year pilot program this year with Tiny Trees Outdoor Preschool. Tiny Trees provides outdoor preschool programs at four Seattle parks, with approximately 96 children currently enrolled. We spoke with the City of Seattle and they indicated that the programs are very popular, with a waitlist.

Upon conclusion of the pilot program, the City of Seattle anticipates issuing a formal Request for Proposals (RFP) to select a partner to run an ongoing outdoor preschool program. Tiny Trees is also expanding into King County Parks and currently has a waitlist for programs planned to open at future sites in 2017 and 2018.

The City of Seattle also partnered with PlayGarden to renovate a park into a public garden. The preschool operates at what is now called, "Seattle Children's PlayGarden Park." PlayGarden camps began in 2006 with year round programming beginning in 2010. This is also a very popular program that is expected to continue.

## City of Bellevue Outdoor Preschools

The City of Bellevue offers two outdoor preschools through partnerships. One of their programs operates out of the South Bellevue Community Center and is a contracted partnership with Natural Start Preschool. This

program currently enrolls about 30 children and also has a waitlist. The program typically fills up a year in advance, so the program is already at capacity for the 2017-18 school year with a waitlist.

In addition, the City of Bellevue partners with the Pacific Science Center for outdoor preschool programming at the Mercer Slough Environmental Education Center. Polliwog Preschool has been in operation since 2012 and is very popular, also maintaining a consistent waitlist since its second year of operation.

#### City of Redmond Outdoor Preschools

The City of Redmond offers an outdoor preschool at Farrel-McWhirter Farm Park in partnership with Nature Vision. The program was originally provided by parks and recreation staff, but in 2014 Redmond issued an RFP to select a contracted partner to operate the program. Nature Vision was selected and has been operating the program ever since. They have 40 participants and also maintain a waitlist.

#### **Ordinance Permitting Park Use by Private Vendors**

Under the current code, the Parks and Recreation Director has the authority to issue permits for private vendors to provide programs in Sammamish Parks. The specific code language is as follows:

##### 7.12.150 Facility use – Sale of goods or services

The use of park facilities for financial gain shall be allowed only through concession contracts secured by the City's competitive bid process, negotiated concession contracts or by special use permit issued by the department. (Ord. O2014-368 § 7)

Currently, we have only issued four park use permits under this code authority. They are all with non-profits and the events operate for a limited amount of time during the year. These events include the Nightmare at Beaver Lake Park, the Sammamish Farmers Market, the Sammamish Mud Run and Sammamish Nights at Sammamish Commons Park.

#### **Park Master Plans – Balancing Park Use**

Although the authority exists in code to permit programs in parks, historically we have restricted this use, particularly at Beaver Lake Park. This was due in large part to the Beaver Lake Park Master Planning Process, where residents expressed concerns about park overuse. In particular, residents felt that with scheduled activity at the Lodge, on the ball fields and the Nightmare at Beaver Lake Park, the park was heavily impacted. They simply wanted more passive opportunities to enjoy the park.

In contrast, the master plan for Big Rock Park was approved in 2014 with an emphasis on outdoor recreation. In fact, many of the features and improvements identified in the master plan, focused on future partnerships for outdoor education. Some of these future park amenities include an education circle, observation decks/ elevated pathways, habitat restoration areas, interpretive signage and more. The park does not currently, however, have any form of shelter or permanent restrooms for participant use.

Another park site that has potential to support ongoing outdoor education programs is Ebright Creek Park. With ample parking, wetlands, a stream, a picnic shelter, a large play structure and other amenities, it could work well for outdoor programs.

Should the City Council desire to move forward with this type of programming, it is conceivable that we could strike a balance, rotating the programming location to minimize impacts at a single park.

**Options to Consider**

The Parks Commission recently discussed youth outdoor education programs, and was preliminarily supportive of this type of programming to operate in the parks.

At this time, the staff has prepared the following options for consideration by the City Council:

1. Allow a two-year pilot program for an outdoor preschool program, similar to the approach taken by the City of Seattle. This would likely involve selection of a vendor through a competitive RFP process. Considering limited staff resources, it may not be possible to have a program implemented by September 2017, but a mid-year start (January 2018) is a potential. Preliminary conversations with interested parents indicate the program would likely be very popular, regardless of the start date.
2. Postpone any further decisions on this programming until the Parks, Recreation and Open Space (PRO) Plan is complete. The PRO Plan will evaluate whether or not this type of programming is a priority for the community. The PRO Plan is scheduled to be adopted in February of 2018.





# Memorandum

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**Date:** March 29, 2017

**To:** City Council

**From:** Jessi Bon, Deputy City Manager  
Mike Sugg, Management Analyst

**Re:** Issaquah School District Interlocal Agreement Regarding Joint Use, Development and Maintenance of City and District Properties

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## **Purpose**

The purpose of this memo is to update the City Council on the status of the Interlocal Agreement between the City and the Issaquah School District for the joint use, development and maintenance of City and District properties. The City and the School District signed a Memorandum of Understanding (MOU) in November 2016, committing to share the costs of the turf replacement project at the Skyline Community Sports Fields. That MOU also committed both agencies to updating the Interlocal Agreement. We would like to get feedback and preliminary direction from the City Council before we proceed with development of a revised Interlocal Agreement.

## **Background**

On September 21, 2004, Interlocal Agreement number I2004-1001 was signed by the City and Issaquah School District (Attachment 1). This Agreement allows the City and District to receive first consideration in the use of the other's facilities. The joint City-District cooperation also extends to the planning, development, operation and maintenance of all facilities identified in Exhibit A of the Agreement.

On November 22, 2005, Addendum 1 to the Interlocal Agreement was signed (Attachment 2). This Addendum authorized the City to develop the Skyline High School Community Sports Fields and specified the terms of field use (e.g. scheduling, maintenance and fees). The project included upgrading the natural turf to artificial turf and adding lighting. Financing for the design and construction of the project (approximately \$2.4 million) was the City's responsibility. By financing the improvements, the City secured field time for community sports groups during weekday evenings, weekends and the summer.

On November 18, 2006, the ribbon was cut on the new, four-acre, multi-purpose Skyline High School sports field.

On June 15, 2010, Addendum 1 was amended to change the priority scheduling hours. The City's priority scheduling hours were reduced by 30-minutes during the fall and spring season. Winter and summer scheduling did not change.

In August 2014, the District and City reached an agreement to reduce the City's priority scheduling hours on Wednesdays by 45-minutes. Addendum 1 was never amended to include these revised Wednesday hours. The District was switching models from junior high schools to middle schools, which resulted in all ninth graders moving into the high school system. The additional high school students increased the District's need for field use on Wednesdays for the Skyline field.

On August 26, 2016, the City received a notice from the District informing the City of their intent to terminate Addendum 1 to the Interlocal Agreement due to potential changes in the start and end times at their schools. The District felt that it would no longer be able to meet the scheduling commitments in Addendum 1 if the high school end time was later in the day. The District was uncertain whether the schedule would actually be adjusted, but notice was given to avoid potential impacts to school operations and to remain in compliance with the Agreement, which states that the Agreement may be terminated by either party with one year's notice. At the time, the District expressed a willingness to discuss amendments to the Agreement to accommodate the revised school start/end times.

In early 2017, the synthetic turf on the Skyline field will be replaced at a cost of approximately \$1.4 million. The District and the City agreed, via an MOU that was executed in November 2016 (Attachment 3), to share the costs of the turf replacement project. This MOU also called for the Interlocal Agreement to be renegotiated during the first quarter of 2017. Although a bit behind schedule, the revised Interlocal Agreement should be ready for City Council and School Board consideration no later than May 2017.

Currently, the City handles all scheduling and maintenance on the Skyline fields. The District reimburses the City for maintenance costs based on a yearly percentage of field use. For example, in 2015 the District used the field for 1,624 hours (46%) and the community rented the field for 1,925 hours (54%). Therefore, the District reimbursed the City for 46% of the field maintenance costs. In addition, the City and District share the costs of utilities related to the fields.

### **Issues**

The Interlocal Agreement and associated Addendum have a number of issues, including:

- The Interlocal Agreement has not been updated since 2004 (Addendum 1 was last updated in June 2010).
- When terminated, the Agreement does not require reimbursement for actual capital improvements made to the other party's facilities. The Agreement only requires one year's advance written notice for termination.
- Community sports leagues must coordinate with multiple parties to schedule field usage on synthetic turf field (the City for the Skyline fields and the District for all other District-owned fields).
- The changing bell schedule, beginning fall 2017, will reduce the number of hours the Skyline field is available for community use. Based on recent communication with the District, the City will lose 30-minutes of field time on Monday, Tuesday, Thursday and Friday, resulting in a 6:15 start time on the fields. And as a reminder, the fields close at 9:00 pm.

- Scheduling and maintaining the Skyline field is time consuming for staff to manage. With a further reduction in community sports field hours, the School District will be the majority user of the fields. It may not make sense for the City to continue in the lead position for scheduling and maintenance.

### **Options for Consideration**

Listed below are some options to consider for revising the Interlocal Agreement and associated Addendum. Please note that there may be other options to consider that are not listed here.

- Make the District the party responsible for scheduling the Skyline fields, while guaranteeing reasonable hours for community use.
- Make the District the party responsible for maintaining the Skyline fields, while ensuring that maintenance standards are being met. This may include service as the lead agency on future capital projects as well.
- Review provisions for shared maintenance and capital replacement costs.
- If the Agreement is terminated by the District, require reimbursement to the City for actual capital improvements made to the Skyline fields.

We would like to get feedback and preliminary direction from the City Council before we proceed with development of a revised Interlocal Agreement. The revisions will be subject to negotiation and approval by the School District.

### **Attachments**

1. Interlocal Agreement Regarding the Joint Use, Development and Maintenance of City and District Properties – September 2004
2. Addendum 1 to the Interlocal Agreement – June 2010
3. Community Sports Field Memorandum of Understanding – November 2016



**INTERLOCAL AGREEMENT REGARDING THE JOINT USE, DEVELOPMENT AND  
MAINTENANCE OF CITY AND DISTRICT PROPERTIES**

This Interlocal Agreement for the Joint Use, Development and Maintenance of City and District Properties (the "Agreement"), dated this 21<sup>st</sup> day of September, 2004, is by and between the CITY OF SAMMAMISH, a municipal corporation of the State of Washington, hereinafter called "City", and the ISSAQUAH SCHOOL DISTRICT NO. 411, a municipal corporation of the State of Washington, hereinafter called "District".

WHEREAS, it is in the public interest to maximize the use of both City and District facilities; and

WHEREAS, there is considerable overlapping of interest in the operation of these facilities by the City and District; and

WHEREAS, joint usage of facilities ensures better utilization of buildings, athletic facilities, parks and open spaces, and avoids duplication of facilities, thereby saving tax monies; and

WHEREAS, a joint City-District cooperation philosophy can provide for the development, operation and maintenance of facilities for their better utilization by recreational, athletic and other groups within the greater Issaquah/Sammamish community; and

WHEREAS, the State Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to enter into interlocal agreements to provide services and facilities through the joint and cooperative exercise of powers, privilege, and authority; and

WHEREAS, Chapter 35.59 RCW recognizes and authorizes local governments, including school districts, to make agreements for joint operation of multi-purpose facilities.

NOW, THEREFORE, for and in consideration of the covenants herein contained, the parties hereby do agree as follows:

1. Purpose. It shall be the policy of the City and District to cooperate in the planning, development, operation and maintenance of the facilities identified in Exhibit A attached hereto and incorporated herein by this reference, which are suitable for use in programs of both agencies, subject to the conditions and regulations of the local budget laws and subject to certain limitations as outlined in this Agreement.
  
2. The City of Sammamish shall have priority use of District facilities located within the City of Sammamish jurisdiction, as identified in Exhibit A. The District and City recognize that Issaquah Parks and Recreation currently conduct programs at many of the District facilities within Sammamish and will continue until Sammamish establishes recreational programs requiring District facility space.
  
3. Primary Use; Other Agreements. Except as otherwise provided for in Paragraph 2 of this Agreement, the City or School District shall receive first consideration in the use of the other's facilities, as identified in Exhibit A. Such use, however, shall be limited by and secondary to the primary activities and programs sponsored by each owner party and

by previous agreements establishing preferential status for the use of any facilities as identified in Exhibit A.

4. Scheduling. The facilities of the other party should be scheduled only when there are definite plans for activities. If usage plans change during the year, unneeded dates should be cancelled at least one week in advance.

5. Hold Harmless. The City and the District, in the use of the other's areas and facilities, shall hold and save harmless the other entities' officers, agents, employees, guests, invitees or visitors from all loss, damage, liability, or expense (including expense of litigation), resulting from any actual or alleged injury to any person or firm or any actual or alleged loss of or damage to any "person's or firm's" property, which is caused by or resulting from any act or omission of the party using the areas or facilities of the other, except to the extent of any actual or alleged loss or damage that is a result of the conduct or omission of the other party. Each shall observe the policies of the other when using the other's facilities. The City and District will be responsible for making their policies known to the other.

6. Repair and Replacement for Damage. The City and District, in the use of the other's areas and facilities, shall be responsible for the costs of repair or replacement to the other's areas and facilities which is caused by any act or omission of the using party, its officers, agents, employees, guests, invitees or visitors, excluding normal wear and tear.

7. Comprehensive Development Plans. The City or District may propose comprehensive development plans for areas and/or facilities belonging to the other's facilities after first consulting with the owner-party concerning the feasibility of such development proposal. The costs of preparing such development plans shall be borne entirely by the initiating party unless a written agreement to share such costs is approved by both parties prior to the incurring of any costs. Prior to the initiation of any construction, improvement or installation of such development plans, the initiating party must first gain written approval from the owner-party.

8. Improvements by Owner. No approval or consultation shall be required if the owner-party seeks to make improvements or repairs to the owner-property; provided, however, the owner shall be required to coordinate such improvements or repair with the user-party in order to minimize interference with the user-party's use and activities at the site.

9. Expendable Materials. The City or District shall, at each entities' own expense, furnish and supply all expendable materials necessary for carrying on its respective activities at the facility of the other party.

10. Supervision. Each agency will provide on-site supervision for all of its scheduled activities and will take full responsibility for any non-custodial cleaning required at the conclusion of the scheduled activity.

11. Security. The District will provide the City with appropriate keys, security cards, and training to use school security systems during non-school hours; provided that, the City represents and warrants that such keys and security cards shall only be used for previously scheduled community uses.

12. Both agencies agree to recognize and abide by all scheduled uses, as agreed to in written rental agreements. The owner-party shall only cancel a scheduled activity in the case of emergency or mutual agreement. On behalf of the District, the Building Principal of each school site or the District Superintendent shall determine what constitutes an emergency for purposes of this Agreement. On behalf of the City, the City's Director of Parks & Recreation, his or her designee, shall determine what constitutes an emergency for purposes of this Agreement.. City recreation programs held at District sites will be subject to and shall adhere to the District weather closure policies.

13. Insurance. Each party shall maintain commercial general liability insurance or other similar liability coverage acceptable to the other party covering injuries to persons and damage to property, with the other party added as named additional insureds covering all of the activities pertaining to this Agreement. By requiring such insurance coverage, neither party shall be deemed to, or construed to, have assessed the risks that may be applicable to the other party under this Agreement.

14. Scheduling. The District will provide the City a schedule of school-sponsored events at least once each quarter. The City's Parks and Recreation Department will only

schedule events after the school staff has determined school district usage. Each party will provide the other with at least one (1) week notification of any schedule changes, barring unforeseen circumstances or emergencies. The intent of notification is to ensure the reservation is not cancelled unless mutually agreed to thereby maximizing use of the space.

15. Custodial Services. A District custodian is required to be present at all activities, unless both the City and District have agreed that a custodian can be provided by the City. Custodians provided by the District are required to be on-site one-half (1/2) hour before the activity and one (1) hour after the activity, with a minimum of three (3) hours. The District will invoice the City once a month for custodial services.

16. Direct Costs. The City will invoice the District for “direct” costs of usage at City-owned facilities used by the District. The District will invoice the City for the “direct” costs of usage at District sites used by the City. Example of “direct” costs includes the salaries and benefits of lifeguards, events managers, instructors, custodians, or other agency personnel directly involved in facilitating the other agency’s programs. Neither the City nor District will invoice the other for “indirect” expenses such as water, heat or lights.

17. Coordination of Uses. District and City shall each designate a representative (the “Designated Representatives”) to meet regularly to resolve facility use issues. The Designated Representatives, who shall be denoted in writing by the District

Superintendent and the Director of Parks and Recreation, will meet at least twice a year to consider staffing issues, problems, planned programs, disputes and conflicts, changes in design, development, operation, maintenance, scheduling, and other policy issues resulting from the joint use of facilities. If the Designated Representatives are unable to reach a solution on a particular matter, it will be referred to the District's Superintendent and to the Director of Parks and Recreation, or their designees, for resolution.

18. All Agreements Superseded. This Agreement between the City and the District supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a written, signed agreement by both the City and District.

19. No Other Rights. It is understood that this Agreement is solely for the benefit of the parties hereto and conveys no right to any other party.

20. Termination. This Agreement may be terminated by either party upon the filing of one year's advance written notice to the other party; provided that, the parties may jointly agree to terminate this Agreement at any time. The obligations under Section 5, Hold Harmless, shall be continuing and shall not be diminished or extinguished by the termination of this Agreement.

21. Designated Representatives.

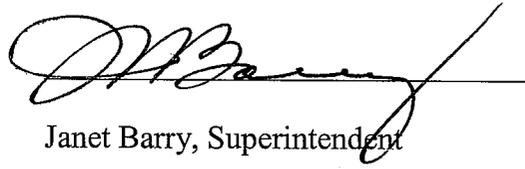
The City's representative for purposes of administering this Agreement is the Director of Parks and Recreation or his/her designee whose address is [Insert address].

The District's representative for purposes of administering this Agreement is the Superintendent or his/her designee whose address is 565 N.W. Holly Street, Issaquah, Washington 98027.

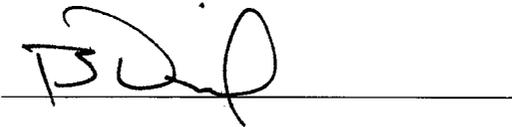
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date and year set forth below.



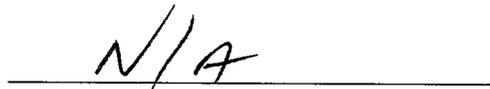
Ben Yazici, City Manager



Janet Barry, Superintendent



Bruce Disend, City Attorney



School District Attorney

EXHIBIT A

The City and the Issaquah School District agree to enter into an Interlocal Agreement for community use of the following facilities:

**ISD:**

Beaver Lake Middle School  
Cascade Ridge Elementary\*  
Challenger Elementary  
Clark Elementary  
Endeavor Elementary  
Issaquah High School  
Issaquah Middle School  
Issaquah Valley Elementary  
Pine Lake Middle School\*  
Sunset Elementary\*\*  
Skyline High School\*  
Sunny Hills Elementary\*  
Discovery Elementary\*  
Cougar Ridge Elementary\*\*  
Maple Hills Elementary\*\*\*  
Liberty High School\*\*\*  
Maywood Middle School\*\*\*  
Briarwood Elementary\*\*\*  
Apollo Elementary\*\*\*

**City of Sammamish:**

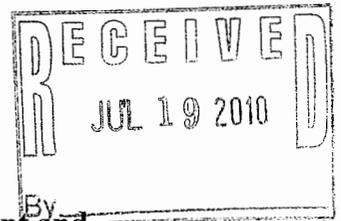
Beaver Lake Park  
East Sammamish Park  
Northeast Sammamish Park  
Pine Lake Park

*\*City of Sammamish has first claim  
on the use of these schools*

*\*\*City of Bellevue has first claim  
on the use of these schools*

*\*\*\*Five Star Athletic has first claim  
on the use of these schools*





**Addendum 1 to  
Issaquah School District and City of Sammamish  
Interlocal Agreement Regarding the Joint Use, Development and  
Maintenance of City and District Properties**

This Addendum is entered into on **June 15, 2010**, by and between the Issaquah School District No. 411 (hereafter referred to as the “District”), a municipal corporation and subdivision of the State of Washington, and the city of Sammamish, Washington (hereafter referred to as the “City”), a municipal corporation, and is designated Addendum 1 to the Issaquah School District and City of Sammamish Interlocal Agreement Regarding the Joint Use, Development and Maintenance, of City and District Properties (hereafter referred to as the “Joint Use Agreement”).

RECITALS

- A. The City and the District entered into a Joint Use Agreement dated September 21, 2004, regarding the parties’ use, management and scheduling of each other’s athletic fields and facilities.
- B. The City and the District wish to add to and modify the provisions of said Joint Use Agreement for a joint project for improvements to an athletic field at Skyline High School.
- C. Attached hereto as *Exhibit A*, and incorporated herein by reference is a conceptual layout which generally illustrates the location of the improvements subject of this Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and District agree as follows:

AGREEMENT

SECTION 1: Purpose and Subject Matter

The purpose of this Addendum is to set forth the terms and conditions that will allow the City to develop an athletic practice field (“Field”) as identified in this addendum, located at the District’s Skyline High School, so that it may be used by the District for school purposes and by the public for recreation purposes.

SECTION 2: Athletic Field

- A. The parties intend to convert the approximately four acre field from a marginally maintained grass field to a high quality facility with synthetic turf and lighting. It will be designed to accommodate a variety of sports and a variety of age groups.  
During design and prior to construction, the City will seek acceptance of the adjacent homeowners for this public project. The City will do so by conducting meetings with homeowners throughout the design process. The City shall provide the District with documentation of the adjacent homeowner's input concerning the design and construction.
- B. The City shall be solely responsible for financing the design and construction of the improvements to the new Field. Design, plans, type of construction, field and light specification and construction schedule shall be subject to prior review and written approval by the District, which approval shall not be unreasonably withheld. Once construction of the Field commences, the City will provide the District with status reports on construction progress upon request.
- C. The City shall be designated as the lead agent for the Field project for purposes of the State Environmental Policy Act ("SEPA"). The City shall be solely responsible for compliance with all federal, state, and local laws and regulations applicable to design and construction of the Project.

SECTION 3: Scheduling

The City shall act as scheduling coordinator for the Field. The District shall have first priority for use of the Field until 5:30 PM on weekdays for the entire WIAA *fall & spring* seasons and through the last day of school, with community use of the field not starting earlier than 5:45 PM. The District shall have first priority of use of the Field until 5:00 PM on weekdays for the entire WIAA *winter* season, with community use of the field not starting earlier than 5:15 PM. Community use of the facility shall be the first priority for use of the Field at all other times. Scheduled use of the Field shall be permitted up to 9:00 PM daily. If the District wants use of the field outside of their designated time and/or on weekends they may make that request through the City's field scheduling process.

SECTION 4: Fees

The City may charge fees to community users of the Field to cover maintenance and replacement costs that the City may incur. Fees will be set by the City and will be consistent with other similar synthetic turf fields that the City provides.

SECTION 5: Maintenance and Repair

- A. The City shall maintain and keep in good repair the Field and any landscaping associated with the facility. Maintenance and repair shall include, but not be limited to, weeding, watering, fertilizing and trimming any landscaping and the landscape buffer, regular removal of trash and other refuse, and maintenance of the synthetic turf, portable toilets (including any constructed enclosures), and any additions to the synthetic turf (e.g., spectator stands, goal posts). Maintenance and repair shall also include responsibility for any construction defects.
- B. The City agrees to install a deduct electricity meter enabling the parties to determine electric usage for the Field.
- C. The City will provide overall management for the maintenance of the Field. It is estimated that the District will make use of the Field approximately 50% of the time and that the City will make use of the Field approximately 50% of the time. The District agrees to provide in-kind maintenance services and the maintenance tasks for the Field will be performed in an equal and coordinated manner. Actual tasks will be outlined by the City in a Maintenance Plan for the Field that will be reviewed annually by City and District staff.
- D. Following the initial 12 months of usage by the District and the City, and following each 12 month period thereafter, the parties shall determine the actual percentage of Field use by each party for the preceding 12 months and reconcile the share of maintenance tasks accordingly.

SECTION 6: Water Use

- A. The City agrees to install deduct water meters enabling the parties to determine water usage by the City to maintain any landscaping and water use for the Field. The City agrees to reimburse the District 50% of all such water use within thirty (30) days of receiving a request for payment from the District along with documentation supporting the request for payment.
- B. Following the initial 12 months of usage by the District and the City, and following each 12 month period thereafter, the parties shall determine the actual percentage of Field use by each party for the preceding 12 months and reconcile the reimbursement amount accordingly. Any amount due and owing from one party to the other, following the reconciliation, shall be payable within thirty (30) days of receiving a request for payment along with documentation supporting the request for payment.

SECTION 7: Use

In the City's construction, maintenance and repair of the Field, the City shall not materially interfere with the operation of the high school or endanger the students or the employees of the District.

SECTION 8: Drug-Free Workplace

The City and its contractors and all subcontractors, and employees or laborers shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the District property.

SECTION 9: Tobacco Products

Pursuant to RCW 28A.212.310, no tobacco products of any kind may be used on the Field and surrounding areas or in any other property of the District.

SECTION 10: Hazardous Materials

To the extent the maintenance or repair of the Field involves any hazardous materials, the City shall comply with Chapter 49.26 RCW and any provisions of the Washington Administrative Code. In the event that any hazardous materials are deposited by the City or its contractors or assigns on the District's property, the City shall immediately take such actions as may be necessary to remedy any and all damages caused by such deposit. The City shall indemnify, hold harmless and defend the District from any and all claims, liabilities, losses, damages, cleanup costs, response costs, and expenses, including reasonable attorney's fees arising out of or in any way related to release of hazardous materials by the City or any of its agents, representatives, or employees or the presence of such Hazardous Substances in, on or about the Field whether or not approved.

SECTION 11: Pesticides

During the maintenance and repair of the Field, including all planters, plantings and shrubs, the City shall, in accordance with state law, first give notice and obtain the District's approval before using any herbicide, insecticide, fungicide or other pesticide on the Field or landscaping.

SECTION 12: No Pets

Pets shall not be permitted at the Field and the City agrees to include signs which notify the public of this policy.

SECTION 13: Effect on Joint Use Agreement

Except as may be amended by this Addendum, all other terms and conditions of the Joint Use Agreement shall remain in full force and effect. In the event of a conflict between this Addendum and the Joint Use Agreement, this Addendum shall control, including provisions concerning days and times of Field use.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on their behalf.

*Steven Rasmussen*

Dr. Steven Rasmussen  
Superintendent  
Issaquah School District

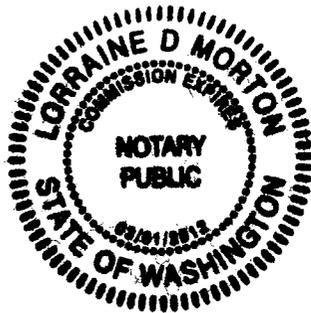
*Ben Yazici*

Ben Yazici  
City Manager  
City of Sammamish

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Dr. Steven Rasmussen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of Issaquah School district No. 411, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 14, 2010



*Lorraine D. Morton*  
[Name]

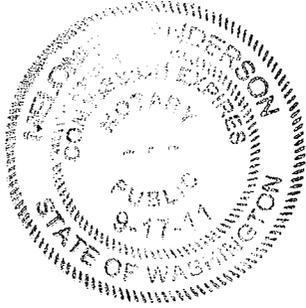
Lorraine D. Morton [Print]  
NOTARY PUBLIC in and for the State of  
Washington, residing at Issaquah, WA  
My commission expires: 03-01-12

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Ben Yazici is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Sammamish,

a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 28, 2010



Melonie A. Anderson  
[Name]

Melonie A. Anderson [Print]

NOTARY PUBLIC in and for the State of Washington, residing at Sammamish, WA

My commission expires: 09-17-2011

**COMMUNITY SPORTS FIELD  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SAMMAMISH AND THE  
ISSAQUAH SCHOOL DISTRICT**

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Sammamish, a Washington municipal corporation ("City"), and the Issaquah School District No. 411, a Washington municipal corporation ("District"), each of which is referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the City and the District entered into an Interlocal Agreement Regarding Joint Use, Development and Maintenance of City and District Properties ("Interlocal Agreement") on June 21, 2004, and

WHEREAS, the City and the District amended the Interlocal on November 22, 2005 ("Amendment #1") to provide for the development of new Community Sports Fields at Skyline High School ("Fields"), and

WHEREAS, the City and the District amended the Interlocal on June 15, 2010 ("Amendment #2") to modify the shared-use hours at the Fields, and

WHEREAS, the synthetic turf field surface at the Fields is at the end of its useful life, and the turf field surface is scheduled to be replaced in the summer of 2017 ("the Project"), and

WHEREAS, it is essential that design work for the Project commence immediately in order for the City to put the Project out to bid during the first quarter of 2017 to meet the summer 2017 construction schedule, and

WHEREAS, the District is contemplating a change to school hours, including school hours at Skyline High School, which change in school hours would reduce the number of weekday hours available for community use on the Fields, and

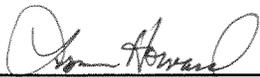
WHEREAS, the City and the District, in the spirit of the original partnership as reflected in the Interlocal Agreement as amended, and in support of youth athletics in Sammamish, are committed to negotiating a new Interlocal Agreement to address the shared-use hours, shared financial responsibilities (both maintenance and capital replacement), scheduling responsibilities and other operating terms of the Interlocal Agreement in the first quarter of 2017,

NOW, THEREFORE, the Parties accordingly agree as follows:

Attachment 3

1. The City shall serve as the lead on the Project and will coordinate design, bidding and construction.
2. The current Project cost estimate is \$1,400,000.00. The City and the District will each be responsible for half of the actual Project costs. Promptly upon approval by the City's Project manager of a pay request from the Project contractor, the City shall provide the District with a copy of the approved pay request. The District shall make payment in an amount equal to one-half of the approved pay request amount to the City within 20 days, or otherwise in order to ensure timely payment to the Project contractor of each approved pay request.
3. The City and the District will negotiate a new Interlocal Agreement in the first quarter of 2017 to address the change in school hours and negotiate revised community use hours. It is understood that there will be a reduction in community shared-use hours on the fields as a result of the school schedule change.
4. The new Interlocal Agreement will provide for shared maintenance costs and capital replacement costs based on each Party's proportionate share of field use.
5. The City and the District remain committed to shared-use facilities and will seek to identify other opportunities for shared facilities to expand community access to fields.

Accepted for City of Sammamish:



Lyman Howard, City Manager

November 9, 2016

Date

Accepted for Issaquah School District:



Jacob Kuper, CFO/COO

November 2, 2016

Date



# Memorandum

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**Date:** March 29, 2017

**To:** City Council

**From:** Kellye Hilde, Planning Manager  
Steve Leniszekski, Public Works Director

**Re:** Regional Stormwater for the Town Center Subarea – Council Briefing Summary

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With the ongoing development of the Sammamish Town Center there is an interest in determining to what degree regional stormwater facilities are a viable approach to managing stormwater within the City's new commercial subarea. The purpose of this memorandum is to provide a brief overview and description of regional stormwater. Staff will present further details at the upcoming April 3, 2017 City Council Study Session.

**Background:**

The Town Center Plan was adopted in 2008, with implementing regulations adopted in late 2010 and early 2011. Last spring, staff met with the City Council in small groups to provide an update on Town Center development. The intent of these meetings was to discuss the current "opportunities and challenges" facing the City as Town Center development progresses.

As an outcome of these meetings, a list of short, moderate and long term strategies were identified. City Council directed staff to proceed with implementation of the short term strategies, which included hiring a consultant team to assist staff with studying regional stormwater and its potential implementation within the Town Center. A contract with KPG was approved by City Council on December 13, 2016.

**Introduction to Regional Stormwater:**

Regional stormwater facilities are designed to detain and/or treat stormwater runoff from multiple projects, providing development with an alternative solution to on-site stormwater management for each project. Many regional facilities are administered through city-sponsored programs and development often assists in financing the facility.

Regional stormwater has many advantages, including reduced initial capital construction costs, reduced long term maintenance and operating costs, improved water quality and the potential for a facility to serve as a recreational amenity for the community. In addition, by eliminating the need for every development to locate and construct its own stormwater facility, regional stormwater facilities allow each development greater flexibility in the planning and design of their site, making the task of ensuring the continuity of neighborhood character significantly less complicated.

**Regional Stormwater Solutions:**

In evaluating the feasibility of a regional stormwater solution for Town Center, staff and the consultant team interviewed local jurisdictions who have successfully planned, funded, designed and implemented regional

facilities within their communities. The Cities of Bothell, Redmond and Issaquah provided a detailed overview of how their facilities were designed and constructed to meet development demands while adhering to the goals and policies of their respective subarea plans. As summarized below, each jurisdiction implemented a unique solution for regional stormwater, demonstrating that regional facilities can be funded, designed and implemented in a variety of forms and models.



**City of Bothell – Horse Creek Channel**

- Hybrid open-channel/culvert system that provides conveyance for approximately 66-acres of downtown Bothell
- Completed in 2015

**Project Design/Construction Costs and Financing: \$18 million**

- Initial Funding: Utility revenue bond
- Project Cost Recovery: 50% cost recovery utilizing sub-basin facilities charges and storm utility rate charge



**City of Redmond – Overlake South Village Detention Vault**

- The vault has a total volume of 20 acre feet (about 6.6 million gallons). Park facilities will be constructed on top of the stormwater vault in the future. In the meantime, the property owner will use the area over the vault for parking.
- Completed in 2015

**Project Design/Construction Costs and Financing: \$30 million**

- Initial Funding: City-wide capital improvement and private funds
- Project Cost Recovery: 100% cost recovery utilizing stormwater utility fees, capital facility charges and grants.



**City of Issaquah – Issaquah Highlands**

- Several regional stormwater facilities are located throughout the development. The ponds were incorporated as amenities in the overall neighborhood design, and as such are located along trail corridors.
- Completed from 1996 to 2010

**Project Design/Construction Costs and Financing:**

- All design and construction costs were paid for by the developer, Port Blakely Communities. The developer was required to own and operate the ponds until all of the parcels were developed. Once completed, the facilities were transferred to the City of Issaquah.
- Project Cost Recovery: Design and construction costs were not recovered since the developer funded construction of the facilities as part of the original development.

## Regional Stormwater for the Sammamish Town Center:

### Existing Site Conditions:

The Town Center spans two distinct sub-basins, one draining to the south towards Ebright Creek (Thompson Sub-basin) and the other to the north towards George Davis Creek (Inglewood Sub-basin). A fully built-out Town Center will require stormwater management facilities to maintain historic flow patterns within each sub-basin. Additionally, the entire Town Center subarea is underlain by till soils. Till soils are generally characterized as glacially consolidated (hardpan) soil with little capacity for infiltration.

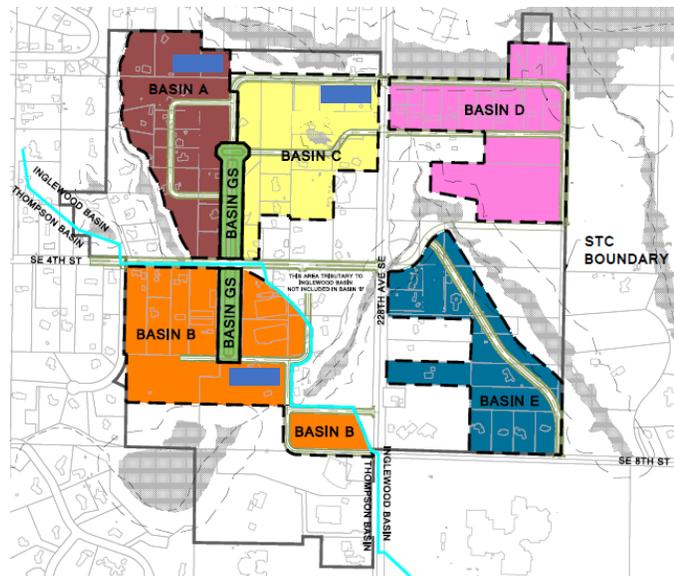
The Town Center is located within the Flood Problem Flow Control Area (Level 3) for detention, which is the highest level of detention required. It is also located within the Sensitive Lake Protection Area for water quality. These existing site conditions and standards will make it challenging for individual property owners to meet the City's current stormwater standards.

### Regional Stormwater Design

Stormwater detention and treatment requirements are largely based on the amount of tributary impervious surface. Generally speaking, the more impervious surface area within a basin, the more stormwater detention and treatment are required. The amount of impervious surface allowed within each basin is determined by City code and for the Town Center that can range from 20% to 90%.

Based on topography, the Town Center subarea is divided into six sub-basins. Basins A, B, C, and GS (Green Spine) were further analyzed as these areas will most likely be the first to develop.

A regional stormwater option for the Town Center could provide one facility to fully detain and treat all runoff from each tributary basin. This option is particularly advantageous for future private development because there would be no requirement to provide stormwater detention/treatment on each subject parcel so long as the development is still subject to the current or similar stormwater regulations. Developments would still be required to assess feasibility and implement onsite low impact development best management practices such as dispersion, pervious pavements and limited infiltration. Additionally, wetland and stream hydrology within the Town Center would need to be maintained.



The following table briefly describes each sub-basin, type of facility proposed, conceptual size, and estimated cost.

Basin	Type	Description	Facility Volume (CF)	Approximate Cost
A	Pond	Basin A is located in the northwest corner of the Sammamish Town Center. There is an existing stream and associated low-lying wetland area extending through the western portion of the basin. A majority of the basin lies east of the existing wetland and stream, so a regional facility will be provided to manage this portion of the basin. This basin will ultimately discharge to the north toward George Davis Creek.	585,000	\$7.5 Million
B	Pond	Basin B is located in the southwest quadrant of the Town Center and is mostly comprised of the Sammamish Commons. Runoff falls towards the southeast corner of the Commons, which is the lowest point in the basin. This basin will ultimately discharge to Ebright Creek.	797,340	\$10.5 Million
C	Pond	Basin C is located north of SE 4 <sup>th</sup> Street and west of 228 <sup>th</sup> Ave SE. The topography of this basin generally falls northeasterly towards 228 <sup>th</sup> Ave SE. A centralized stormwater management facility would most likely be located in the northeast corner of the basin and would discharge to George Davis Creek.	695,076	\$9 Million
GS	Vault, bioretention	The Green Spine will be the showcase piece of the Sammamish Town Center and its main design feature will be green space and low impact stormwater solutions. The Green Spine spans two distinct drainage basins with the portion north of SE 4 <sup>th</sup> Street draining towards George Davis Creek and the south portion draining towards Ebright Creek.	105,191	\$1.25 Million

#### Funding:

A commonly used strategy for funding infrastructure is for the City to provide the upfront capital for the design and construction of the facility with the expectation that the City will be paid back over time. Funding a regional stormwater solution can be achieved through a variety of methods, including establishing a special assessment district, city bonds, utility bonds, community revitalization financing and grants. Developers and property owners may also contribute to the upfront capital costs and participate in cost recovery. This can be done regardless of whether the City pays for infrastructure upfront or uses financing to pay for the costs over time.

**Discussion Topics:**

Staff are seeking early input from the City Council on how to proceed with the planning and future discussions related to the potential implementation of a Town Center regional stormwater system. Discussion items for the April 3, 2017 City Council Study Session include:

- Should staff continue analyzing Town Center drainage basins A, B, C, and GS to identify regional stormwater locations? Should staff also look at Town Center drainage basins D and E?
- What are the potential source(s) of funds that will be used to cover the approximately \$30 million in design and construction costs for a regional stormwater system in Town Center? What share of these costs, should be paid by the general stormwater ratepayer? What share by the developer and/or others? Would the City Council like staff to further explore these financing options?
- What additional information would the City Council like the staff and consulting team to provide regarding the potential implementation of a regional stormwater system in Town Center?

