



AGENDA - REVISED

City Council Regular Meeting

6:30 PM - Tuesday, September 1, 2020

City Hall Council Chambers, Sammamish, WA

Page

Estimated
Time

CALL TO ORDER

6:30 pm

MEETING ACCESSIBILITY

Pursuant to the Governor's emergency [Proclamation 20-25](#), the City is unable to provide an in-person location for the public to listen to the virtual City Council meeting this evening. Meetings are still accessible to the public and public comment is able to be submitted.

To View Live:

- **City Website:** www.sammamish.us/tv21
- **City YouTube:**
<https://www.youtube.com/channel/UCouPqQz1MSudhAdgiriLC8A>
- **Comcast Channel 21** (within Sammamish only)

To View Later: Meeting videos are available the day after the meeting:

- **City Website:** www.sammamish.us/tv21
- **YouTube:**
www.youtube.com/channel/UCouPqQz1MSudhAdgiriLC8A
- **Comcast Channel 21** (within Sammamish only)

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

COVID-19 UPDATES

6:40 pm

1. **Emergency Management Update:** Emergency Manager

Andrew Stevens

2. **Human Services Update:** Sr. Human Services Coordinator Rita Badh

PUBLIC COMMENT

7:00 pm

Pursuant to the Governor’s emergency Proclamation 20-25, the City is unable to provide an in-person location for the public to listen to the virtual City Council meeting this evening. Meetings are still accessible to the public and public comment is able to be submitted.

Written Comment:

Written public comment will be accepted until 5:00 pm on the day of the meeting. Submit your written comments by email to the City Clerk at lhachey@sammamish.us and the City Council at citycouncil@sammamish.us.

Verbal Comment:

Up to 3 minutes of verbal public comment may be provided per person live during the meeting. Call the following number and input the access code when prompted by 6:30 pm the day of the meeting:

- Phone Number: **+1 (571) 317-3122**
- Access Code: **929-348-197**

Once you have joined, you will be placed on mute. The meeting operator will unmute you when it is your turn to comment. You will hear an automated voice say “unmuted” when that occurs, and the operator will ask you to begin your comment.

If you would like to provide public comment on the Public Hearing, please say so when you are unmuted. You will be placed back on mute and will have an opportunity to speak under the Public Hearing.

CONSENT CALENDAR

7:30 pm

3. **Payroll:** For the Period Ending August 15, 2020 For a Pay Date of August 20, 2020 in the Amount of \$470,166.24
- 5 - 9 4. **Claims:** For Period Ending September 1, 2020 In The Amount Of \$1,745,598.80 For Check No. 57764 Through 57865
[View Agenda Item](#)
- 10 - 13 5. **Resolution:** Declaring Vehicles and Equipment as Surplus
[View Agenda Item](#)
- 14 - 17 6. **Contract Change Order:** C2020-152 Change Order 001: Neighborhood Ditch and Drainage Maintenance / Iron Creek

Construction, LLC

[View Agenda Item](#)

- 18 - 22 7. ***Minutes:** For the August 18, 2020 Special Meeting
[View Agenda Item](#)

PUBLIC HEARINGS

7:35 pm

- 23 - 35 8. **Public Hearing:** Ordinance NO. O2020-508 - Repealing Ordinances NOS. 02020-501 And 02020-502; Imposing A New Moratorium On The Acceptance Of Applications For Concurrency Certificates Under SMC Chapter 14A.10 And Adding Exceptions For Public Agencies As Defined By SMC 21A.15.915; Declaring An Emergency; And Establishing An Immediate Effective Date
[View Agenda Item](#)

- 36 - 46 9. **Public Hearing:** Ordinance Adopting A New Chapter 5.45 To The Sammamish Municipal Code Relating To The Distribution Of Unsolicited Or Unsubscribed Literature On Private Property; Providing For Severability; And Establishing An Effective Date
[View Agenda Item](#)

PRESENTATIONS / PROCLAMATIONS

8:30 pm

- 47 10. **Proclamation:** Childhood Cancer Awareness Month - September
[View Agenda Item](#)
- 48 11. **Proclamation:** Welcoming Week - September 12th - 20th
[View Agenda Item](#)
- 49 - 78 12. **Presentation:** Eastside Fire & Rescue Non-Profit Formation
[View Agenda Item](#)

UNFINISHED BUSINESS

9:00 pm

- 79 - 80 13. **Discussion:** Tent City 4 Update
[View Agenda Item](#)
- 81 - 84 14. ***Discussion:** Comment letter to Issaquah School District regarding proposed High School #4 and Elementary School #17 - Providence Heights Campus
[View Agenda Item](#)
- 85 - 87 15. ***Approval:** Small Business Recovery Grants
[View Agenda Item](#)

NEW BUSINESS

EXECUTIVE SESSION

9:30 pm

Potential Litigation pursuant to RCW42.30.110(1)(d) and Potential Land Acquisition pursuant to RCW42.30.110(1)(b)

COUNCIL REPORTS/ CITY MANAGER REPORT

9:55 pm

88 - 90

16. **Report:** Councilmember Kent Treen

[View Agenda Item](#)

ADJOURNMENT

10:00 pm

The following items were updated or revised:

***Item # 7** – Minutes for the August 18, 2020 Special Meeting – corrected the spelling of Stephanie Velea’s last name. Marked Jason Ritchie as absent in motion to extend meeting.

***Item # 14** - Discussion: Comment letter to Issaquah School District regarding proposed High School #4 and Elementary School #17 - Providence Heights Campus – Added Jeff Elekes, Director of Public Works and changed Cheryl Paston to Deputy Director of Public Works on the Draft letter to the Issaquah School District.

***Item # 15** – Approval: Small Business Recovery Grants – updated the list of eligible businesses.

American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance.



MEMORANDUM

To: Lita Hachey, City Clerk

From: Tracey, Finance Department

Date: August 14, 2020

Re: Claims for September 1st 2020

0.00 *

585,371.96 +

1,160,226.84 +

1,745,598.80 *

	\$ 585,371.96
	\$ 1,160,226.84
Check #57764-57865	\$ 1,745,598.80

Top 10 Over \$10,000 Payments

Vendor	Amount	Details
King County Sheriff's Office	\$ 620,655.17	Police services July
David Evans	\$ 218,239.77	IPLR improvements
Lochner	\$ 136,061.46	SE Issaquah Fall City Road
Jennings Equipment	\$ 68,725.84	E-218 Kubota Backhoe
Columbia Ford	\$ 61,467.14	2 x Ford Escapes
Osborn Consulting	\$ 56,996.95	Ebright Creek fish passage
Iron Creek Construction	\$ 49,211.19	Ditch and drainage maintenance
Sammamish Plateau Water	\$ 45,778.74	Utilities/development services deposit
Kenyon Disend	\$ 37,462.59	Attorney fees
Patriot Maintenance	\$ 34,867.76	Janitorial services and supplies

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
57764	08/07/2020	ATWORK	At Work!	23,849.63	57,764
57765	08/07/2020	AUTODOC	Auto Doctor	3,258.29	57,765
57766	08/07/2020	BACKGROU	Background Source Intl	180.00	57,766
57767	08/07/2020	CADMAN	Cadman, Inc.	219.85	57,767
57768	08/07/2020	REDUTIL	City of Redmond	34.70	57,768
57769	08/07/2020	CODEPUB	Code Publishing Inc	769.00	57,769
57770	08/07/2020	COLUMBIA	Columbia Ford	61,467.14	57,770
57771	08/07/2020	COMCAST2	Comcast	378.31	57,771
57772	08/07/2020	CREATCIR	Creative Circle, LLC	6,200.00	57,772
57773	08/07/2020	CSMI	CSMI	1,481.25	57,773
57774	08/07/2020	EVANS	David Evans & Associates, Inc	218,239.77	57,774
57775	08/07/2020	DRIFTMIE	Driftmier Architects, P.S.	7,826.17	57,775
57776	08/07/2020	ELTEC	Eltec Systems LLC	1,501.54	57,776
57777	08/07/2020	FARALLON	Farallon Consulting LLC	2,037.50	57,777
57778	08/07/2020	FASTENAL	Fastenal Industrial Supplies	159.12	57,778
57779	08/07/2020	FEDERICI	Nick Federici	2,000.00	57,779
57780	08/07/2020	GEARIETY	Kimberly K Gearity	6,562.50	57,780
57781	08/07/2020	HERMANO	Hermanson Co LLP	1,422.45	57,781
57782	08/07/2020	HOMEDE	Home Depot	1,527.80	57,782
57783	08/07/2020	IRONCREE	Iron Creek Construction, LLC	49,211.19	57,783
57784	08/07/2020	GALT	John E. Galt	3,062.50	57,784
57785	08/07/2020	LESSCHWA	Les Schwab Tire Center	635.82	57,785
57786	08/07/2020	LongBAY	Long Bay Enterprises, Inc	3,191.50	57,786
57787	08/07/2020	MIG/SvR	MIG/SvR	12,833.75	57,787
57788	08/07/2020	MINUTE	Minuteman Press	347.96	57,788
57789	08/07/2020	NABARR	National Barricade Co., LLC	979.00	57,789
57790	08/07/2020	NAVIAPAY	Navia Benefit Solutions Client Pay	91.30	57,790
57791	08/07/2020	NWPLAY	Northwest Playground Equipment	1,204.23	57,791
57792	08/07/2020	OSBORN	Osborn Consulting, Inc	56,996.95	57,792
57793	08/07/2020	PACE	Pace Engineers, Inc.	8,286.78	57,793
57794	08/07/2020	PACAIR	Pacific Air Control, Inc	1,368.95	57,794
57795	08/07/2020	PACSOIL	Pacific Topsoils, Inc	19,756.00	57,795
57796	08/07/2020	PATRIOT	Patriot Maintenance Inc	34,867.76	57,796
57797	08/07/2020	PIRTEK	Pirtek Woodinville	406.42	57,797
57798	08/07/2020	PROVAC	PRO-VAC	26,362.50	57,798
57799	08/07/2020	PSE	Puget Sound Energy	8,978.08	57,799
57800	08/07/2020	SAFEHOOD	Safehoods LLC	880.00	57,800
57801	08/07/2020	SAM	Sammamish Plateau Water Sewer	915.77	57,801
57802	08/07/2020	SEATIM	Seattle Times	1,593.59	57,802
57803	08/07/2020	SIGNARAM	Signarama-Redmond	619.78	57,803
57804	08/07/2020	SUMNERLA	Sumner Lawn & Saw	542.78	57,804
57805	08/07/2020	SUNBELT	Sunbelt Rentals	3,420.80	57,805
57806	08/07/2020	TREESOLU	Tree Solutions Inc	531.25	57,806
57807	08/07/2020	USBANKNA	US Bank N.A. - Custody	39.00	57,807
57808	08/07/2020	VOYAGER	Voyager	5,778.54	57,808
57809	08/07/2020	NELSONCO	Walter E. Nelson Company	377.02	57,809
57810	08/07/2020	WATERBUF	Water Buffalo, Inc.	466.98	57,810
57811	08/07/2020	WATSONSE	Watson Security	1,432.02	57,811
57812	08/07/2020	ZUMAR	Zumar Industries, Inc.	1,078.72	57,812

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
57813	08/14/2020	BACKGROU	Background Source Intl	145.00	57,813
57814	08/14/2020	BELL&ASS	Bell & Associates, Inc	12,466.12	57,814
57815	08/14/2020	BMC	BMC East LLC	906.33	57,815
57816	08/14/2020	CDW	CDW Govt Inc	153.53	57,816
57817	08/14/2020	CHARGEPO	Chargepoint, Inc	2,886.40	57,817
57818	08/14/2020	CINTAS	Cintas	1,997.27	57,818
57819	08/14/2020	COLUMBIA	Columbia Ford	27,444.71	57,819
57820	08/14/2020	COMPOFF	Complete Office	3,754.67	57,820
57821	08/14/2020	CREATCIR	Creative Circle, LLC	3,995.00	57,821
57822	08/14/2020	ECONOLIT	Econolite	6,600.00	57,822
57823	08/14/2020	FASTENAL	Fastenal Industrial Supplies	196.14	57,823
57824	08/14/2020	FIRSAMER	First American Title Insurance Compa	855.50	57,824
57825	08/14/2020	GRAYOS	Gray & Osborne, Inc.	17,202.27	57,825
57826	08/14/2020	HDFOWL	H. D. Fowler Company	141.17	57,826
57827	08/14/2020	HONEY	Honey Bucket	3,295.80	57,827
57828	08/14/2020	INTERCOM	Inter Com Language Services	170.00	57,828
57829	08/14/2020	ISSCEDAR	Issaquah Cedar & Lumber	34.11	57,829
57830	08/14/2020	JENNEQUI	Jennings Equipment Inc.	68,725.84	57,830
57831	08/14/2020	KENYON2	Kenyon Disend PLLC	37,462.59	57,831
57832	08/14/2020	KCNATURA	King County Dept of Natural Resourc	666.66	57,832
57833	08/14/2020	KINGFI	King County Finance A/R	28,713.84	57,833
57834	08/14/2020	KINGSH	King County Sheriff's Office	620,655.17	57,834
57835	08/14/2020	KCRADIO	King Cty Radio Comm Svcs	1,115.40	57,835
57836	08/14/2020	LEXIS	Lexis Nexis Risk Data Mgmt	162.90	57,836
57837	08/14/2020	LOCHNER	Lochner, Inc.	136,061.46	57,837
57838	08/14/2020	LOGMEIN	LogMeIn USA Inc	7,722.00	57,838
57839	08/14/2020	MADRONA	Madrona Law Group, pllc	2,001.00	57,839
57840	08/14/2020	MAILPO	Mail Post Sammamish	22,842.03	57,840
57841	08/14/2020	MICROSOF	Microsoft	952.87	57,841
57842	08/14/2020	MINUTE	Minuteman Press	343.74	57,842
57843	08/14/2020	MOBERLY	Lynn Moberly	9,793.30	57,843
57844	08/14/2020	NABARR	National Barricade Co., LLC	979.00	57,844
57845	08/14/2020	NC MACH	NC The CAT Rental Store DO NOT U	5,324.00	57,845
57846	08/14/2020	NWCASCAD	Northwest Cascade Inc	2,589.80	57,846
57847	08/14/2020	PACAIR	Pacific Air Control, Inc	6,521.90	57,847
57848	08/14/2020	PACOFF	Pacific Office Automation Inc.	207.63	57,848
57849	08/14/2020	PSE	Puget Sound Energy	11,169.63	57,849
57850	08/14/2020	REPUBLIC	Republic Services #172	2,185.40	57,850
57851	08/14/2020	ROCKMT	Rock Mountain Products LLC	33.05	57,851
57852	08/14/2020	SAFEBUIL	Safebuilt Washington LLC	1,305.00	57,852
57853	08/14/2020	SAM	Sammamish Plateau Water Sewer	45,778.74	57,853
57854	08/14/2020	SIGNARAM	Signarama-Redmond	2,192.44	57,854
57855	08/14/2020	SMARSH	Smarsh	105.89	57,855
57856	08/14/2020	SPRAGUE	Sprague Pest Solutions	503.80	57,856
57857	08/14/2020	STVIN	St Vincent DePaul Society	16,500.00	57,857
57858	08/14/2020	SUNBELT	Sunbelt Rentals	6,577.31	57,858
57859	08/14/2020	TDC Grou	TDC Group	7,275.00	57,859
57860	08/14/2020	TRANSOLU	Transportation Solutions, Inc	7,915.79	57,860
57861	08/14/2020	UTILITIE	Utilities Underground Location Ctr	734.01	57,861
57862	08/14/2020	VERIZON	Verizon Wireless	9,667.03	57,862

Check	Date	Vendor No	Vendor Name	Amount	Voucher
57863	08/14/2020	WESTERNE	Western Entrance Tech LLC	286.00	57,863
57864	08/14/2020	WESTTILE	Western Tile & Marble Contractors Inc	12,498.75	57,864
57865	08/14/2020	ZIPLY	Ziply Fiber	413.85	57,865
				1,160,226.84	
Check Total:				1,160,226.84	

Agenda Bill
City Council Regular Meeting
September 01, 2020



SUBJECT:	Resolution: Declaring Vehicles and Equipment as Surplus		
DATE SUBMITTED:	August 14, 2020		
DEPARTMENT:	Facilities & Fleet		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Approve Resolution and authorize the surplus of vehicles and equipment.		
EXHIBITS:	1. Exhibit 1 - Resolution: 2020 Fleet Asset Surplus Declaration		
BUDGET:			
Total dollar amount		<input type="checkbox"/>	Approved in budget
Fund(s)		<input type="checkbox"/>	Budget reallocation required
		<input checked="" type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input type="checkbox"/>		Community Safety
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/>		Community Livability
<input type="checkbox"/> High Performing Government	<input type="checkbox"/>		Culture & Recreation
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/>		Financial Sustainability

NEEDED FROM COUNCIL:

Should the City surplus vehicles and equipment as specified in the Resolution, Exhibit 1?

KEY FACTS AND INFORMATION SUMMARY:

The City's Equipment Rental and Replacement Plan calls for the replacement of four vehicles and three pieces of equipment owned by the City in 2020. If approved, this Resolution (Exhibit 1) declares those vehicles and equipment as surplus. The Resolution lists items that have either reached or exceeded their life cycle, are cost prohibitive to repair or are obsolete and have no value to Maintenance and Operations.

The Sammamish Municipal Code, section [2.50.010\(1\)\(i\)](#), allows the City Manager to sell surplus personal property with an estimated cumulative value of \$50,000 or less.

The attached Resolution proposes the surplus of vehicles and equipment with a cumulative estimated value of \$55,000.00, which requires the approval of the City Council. Surplus equipment of value will

be sold at auction and the proceeds credited to the Equipment Rental and Replacement Fund. Items with no monetary value will be recycled or disposed of.

FINANCIAL IMPACT:

The proceeds from the sale of surplus equipment of value will be credited to the Equipment Rental and Replacement Fund.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO: R2020-____**

**A RESOLUTION OF THE CITY OF SAMMAMISH CITY
COUNCIL DECLARING VEHICLES AND EQUIPMENT AS
SURPLUS**

WHEREAS, the City of Sammamish has established an Equipment Rental & Replacement Plan for its vehicles and equipment; and

WHEREAS, the Equipment Rental & Replacement Plan calls for the replacement of four vehicles and three pieces of equipment owned by the City of Sammamish in 2020;

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

The following vehicle and equipment have been replaced and are declared surplus to the needs of the City and shall be disposed of in a manner prescribed in state law:

2005 Jeep Liberty 4x4, V-24, Inventory Tag #461, License # 41143D,
VIN # 1J4GL48K05W715488, estimated value of \$5000, replaced with V-82

2010 4WD Ford Escape Hybrid, V-32, Inventory Tag #717, License # 47817D,
VIN # 1FMCU5K39AKC05680, estimated value of \$7,000, replaced with V-84

2010 4WD Ford Escape Hybrid, V-33, Inventory Tag #718, License # 47818D,
VIN # 1FMCU5K39AKC05681, estimated value of \$7,000, replaced with V-85

2011 Ford F150 4X4 Crew Cab Pickup, V-36, Inventory Tag #741, License # 49627D,
VIN # 1FTFW1EF0BFB25303, estimated value of \$15,000, replaced with V-83

2007 325 gallon De-icer skid dispenser, E-112, Inventory Tag #636, Ser. #11213
estimated value of \$3000, replaced with E-216

2007 325 gallon De-icer skid dispenser, E-113, Inventory Tag #635, Ser. #11214
estimated value of \$3000, replaced with E-217

2010 JCB MIDI CX-4 backhoe, E-128, Inventory Tag #722, Serial # MOC020316,
estimated value of \$15,000, replaced with E-218

**ADOPTED BY THE CITY COUNCIL AT THEIR REGULAR MEETING THEREOF ON
THE 1st DAY OF SEPTEMBER 2020.**

CITY OF SAMMAMISH

Karen Moran, Mayor

ATTEST/AUTHENTICATED

Lita Hachey, City Clerk

Approved as to form:

Mike Kenyon, City Attorney

Filed with the City Clerk:

Passed by the Council:

Resolution No: R2020- _____

Agenda Bill

City Council Regular Meeting
September 01, 2020



SUBJECT:	C2020-152 Change Order 001: Neighborhood Ditch and Drainage Maintenance / Iron Creek Construction, LLC	
DATE SUBMITTED:	August 27, 2020	
DEPARTMENT:	Public Works	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the City Manager to execute Change Order 001 with Iron Creek Construction, LLC for additional work on the 2020 Neighborhood Ditch and Drainage Project in the amount of \$19,187.25 in addition to the previously approved \$201,533.75, totaling \$220,721.	
EXHIBITS:	1. Exhibit 1 - C2020-152 Change Order 001/Iron Creek Construction, LLC	
BUDGET:		
Total dollar amount	\$220,721	<input type="checkbox"/> Approved in budget
Fund(s)	Surface Water Mgmt Fund - M&O Professional Svcs (408-000-531-35-41-00); Drainage Capital Resolutions (438-413-595-40-63-00); Loree Estates Outfall Diversion (438--475--595--40--63--00)	<input checked="" type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Shall City Council authorize the City Manager to execute Change Order 001 for contract C2020-152 with Iron Creek Construction, LLC for additional ditch and drainage work throughout the City?

KEY FACTS AND INFORMATION SUMMARY:

Background

The Neighborhood Ditch and Drainage Maintenance project was publicly advertised for construction in April 2020. Two (2) contractors submitted a bid proposal for this project. Bid proposals were opened

April 24, 2020. Iron Creek Construction, LLC was verified as the lowest responsive and responsible bidder and was awarded the contract on May 19, 2020. Notice to Proceed was given on June 22, 2020.

Additional background about the City’s Neighborhood Ditch and Drainage maintenance program and the 2020 contract award was provided at the [May 19, 2020 City Council Meeting](#).

Summary

Bid Item 7 – 2-4-Inch Rock

The original bid table included placing five (5) cubic yards of 2-4-inch rock. After contract award, additional areas were identified as needing rock resulting in a total of 50 cubic yards needed to complete the project. The project manager negotiated with the contractor to lower the unit price for 2-4-inch rock from \$300 to \$250, giving the City a cost-savings of \$2,500. The cost increase to the contract amount from this change is \$11,000.

Force Account Project 5 - NE 30th Ct and East Lake Sammamish Parkway Slope Stabilization

This project requires additional traffic control, a new asphalt berm, an additional rootwad, and special equipment to place and anchor the rootwads. The additional rootwad was required by the Department of Fish and Wildlife and is needed to comply with the Hydraulic Project Approval. This change will increase the contract amount by \$5,233.25.

Force Account Project 8 - Loree Estates Temporary Tightline

The original project estimate assumed installation of a flexible pipe. After contract award, the contractor and staff developed an alternate solution that will install a stronger, solid wall pipe. Although more expensive, this pipe will provide a longer service life. This change will increase the contract amount by \$21,275.25.

FINANCIAL IMPACT:

Currently, funding for this project comes from three accounts;

Account	BARS #	Original Bid Amount	Management Reserve Amount (~ 10%)
Surface Water Management Fund, Professional Services	408-000-531-35-41-00	\$81,312.50	\$10,000
Drainage Capital Resolutions	438-413-595-40-63-00	\$69,300	\$5,000
Loree Estates Outfall Diversion	438-475-595-40-63-00	\$32,600	\$3,321.25
SUB-TOTAL		\$183,212.50	\$18,321.25

The original bid plus Council-authorized management reserve for this project total \$201,533.75.

Change Order 001 requests \$37,508.50 above the original base bid amount of \$183,212.50. Once Management Reserve Funds (\$18,321.25) are released and used, this Change Order will increase the total 2020 Neighborhood Ditch and Drainage maintenance project contract cost to \$220,721.

The \$37,508.50 Change Order funds will come from the following accounts:

Account	BARS #	Increase from Base Bid	Additional money needed after using Management Reserve
Surface Water Management Fund, Professional Services	408-000-531-35-41-00	\$11,000.00	\$1,000
Drainage Capital Resolutions	438-413-595-40-63-00	\$5,233.25	\$233.25
Loree Estates Outfall Diversion	438-475-595-40-63-00	\$21,275.25	\$17,954
TOTAL		\$37,508.5	\$19,187.25

With Change Order 001, project costs are still within the budgeted amounts for the Surface Water Management Fund (Professional Services) and Drainage Capital Resolutions accounts. The Loree Estates Outfall Diversion account originally budgeted \$50,000 for expenditure in 2020. The new cost for the Outfall Diversion project is \$53,875.25; \$3,875.25 over the budget. The Surface Water Capital Project Fund (438) as a whole still has a positive ending fund balance.

OTHER ALTERNATIVES CONSIDERED:

Failure to award this change order will result in an inability to continue with our 2020 Neighborhood Ditch and Drainage maintenance for these locations in a timely manner and will result in delays and higher costs.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

City Comprehensive Plan:

Environment and Conservation

- Goal EC.5 Maintain and protect surface water and groundwater resources that serve the community and enhance the quality of life.

City of Sammamish Storm and Surface Water Management Comprehensive Plan (2016)

- Objective G.5.2 – Identify maintenance projects that improve the functionalist of the surface and stormwater system.
- Action G.5.2.A Ditch and Culvert Maintenance – Conduct ditch and culvert maintenance on up to 2 miles of the City’s ditch system per year.



City of Sammamish
 801 228th Avenue SE
 Sammamish, WA 98075
 Phone: (425) 295-0500
 Fax: (425) 295-0600

DATE: 8/6/2020

CHANGE ORDER NO. 1				CONTRACT NO. C2020-152		FEDERAL AID NO.		AGREEMENT NO.	
PROJECT: 2020 Neighborhood Ditch and Drainage Maintenance				CONTRACTOR: Iron Creek Construction, LLC					
BID ITEM	ORIG QTY	NEW QTY	UNIT	UNIT PRICE	DESCRIPTION	ORIGINAL AMOUNT	REVISED AMOUNT	DIFF.	
7	5	50	CY	\$ 250.00	2- to 4- inch rock	\$ 1,500.00	\$ 12,500.00	\$ 11,000.00	
F.A. 5	1	1	LS	\$ -	NE 30th Ct and ELSP Slope Stabilization	\$ 12,600.00	\$ 17,833.25	\$ 5,233.25	
F.A. 8	1	1	LS	\$ -	Loree Estates Temporary Tightline Management Reserve	\$ 32,600.00	\$ 53,875.25	\$ 21,275.25	
						\$ 18,321.25	\$ -	\$ (18,321.25)	
						Total Change Order Cost:		\$19,187.25	
						Total Time Extension (Working Days):		0.0	
Total Original Contract Amount		Current Contract Amount Including Previous Change Orders		This Change Order Total		Revised Contract Amount			
\$201,533.75		\$201,533.75		\$19,187.25		\$220,721.00			

In accordance with the Contract Documents, this Change Order No. 001 authorizes the above changes to this Contract with the following explanations:

- Modify bid item 7 to increase the quantity to 50 CY. Additional rock was required to stabilize ditches in Pacific Estates, on NE 29th St in Plateau Estates, and on SE 30th St/238th Ave SE.
- F.A. Project 5: Additional cost for NE 30th Ct and ELSP Slope Stabilization due to traffic control needed on East Lake Sammamish Parkway, additional asphalt berm installation, and specialized equipment to place rootwads.
- F.A. Project 8: The original estimate for Loree Estates assumed a temporary flex pipe running on the neighbor's property. The neighbor would not agree to this alignment, so the pipe must be upgraded to a solid pipe and will be secured to the existing drainage path.

This change order constitutes full and complete compensation for all work and costs required to perform the above-described change. This document will become a supplement to the Contract and all provisions in the contract will apply hereto. Unless additional working days are specifically designated in this change order, no additional working days shall be granted based on this change order.

ACCEPTED: The above prices and specifications of this Change Order are satisfactory and are hereby accepted.

<p>Contractor Approval</p> <p>Signature: </p> <p>Nathan Dodson, Iron Creek Construction, LLC</p>	<p>Date of acceptance: 8/17/20</p>
<p>Owner Approval</p> <p>City of Sammamish</p> <p>Signature: _____</p> <p>Stephanie Sullivan, Associate Engineer - Stormwater</p> <p>Signature: _____</p> <p>Andrew Zagars, City Engineer</p> <p>Signature: _____</p> <p>Cheryl Paston, Acting Director Public Works</p> <p>Signature: _____</p> <p>Dave Rudat, City Manager</p>	<p>Date: _____</p> <p>Date: _____</p> <p>Date: _____</p> <p>Date: _____</p>

Draft



MINUTES

City Council Special Meeting

6:30 PM - August 18, 2020

City Hall Council Chambers, Sammamish, WA

Mayor Karen Moran called the special meeting of the Sammamish City Council to order at 6:30 p.m.

Councilmembers Present:

Mayor Karen Moran
Deputy Mayor Christie Malchow
Councilmember Kent Treen
Councilmember Chris Ross
Councilmember Ken Gamblin
Councilmember Pam Stuart

Councilmembers Absent:

Councilmember Jason Ritchie

Staff Present:

City Manager David Rudat
Director of Community Development David Pyle
Deputy Director of Community Development Kellye Hilde
Director of Parks, Recreation & Facilities Anjali Myer
Director of Finance & Risk Management; Assistant City Manager Aaron Antin
Deputy Director of Finance & Risk Management Chris Gianini
Director of Public Works Jeff Elekes
Deputy Director of Public Works Cheryl Paston
City Engineer Andrew Zagars
Sr. Management Analyst Mike Sugg
Sr. Human Services Coordinator Rita Badh
Police Chief Dan Pingrey
Emergency Manager Andrew Stevens
Assistant City Attorney Lisa Marshall
City Clerk Lita Hachey

ROLL CALL

Roll was called.

Draft

PLEDGE OF ALLEGIANCE

Councilmember Ken Gamblin led the pledge.

APPROVAL OF AGENDA

MOTION: Councilmember Kent Treen moved to move Item # 7 to the September 1, 2020 Regular Meeting. Councilmember Ken Gamblin seconded. Motion failed 3-3 with Deputy Mayor Christie Malchow, Councilmember Chris Ross, and Councilmember Pam Stuart dissenting, Councilmember Jason Ritchie absent.

Item #7 from the meeting agenda was **Approval:** Comment Letter to Issaquah School District on Proposed Elementary School #17 and High School #4

MOTION: Deputy Mayor Christie Malchow moved to approve the agenda. Councilmember Pam Stuart seconded. Motion carried 5-1 with Councilmember Kent Treen dissenting, Councilmember Jason Ritchie absent.

PUBLIC COMMENT

Dick Gram, Faith United Methodist Church, Sammamish WA spoke regarding the extension of Tent City 4 to a proposed new site at Faith Church. (Submitted written comment available upon request to the City Clerk at lhachey@sammamish.us)

Dave Osborne, Issaquah WA spoke regarding the proposed Issaquah school sites in Issaquah near Providence Point.

Jan Bird, Sammamish WA spoke regarding tree cutting fines and transferring to a fund for restoration. (Submitted written comment available upon request to the City Clerk at lhachey@sammamish.us)

Leo Gram, Issaquah WA spoke regarding the propose Issaquah school site in Issaquah near Providence Point.

Rich Shively, Mary Queen of Peace Church, Sammamish WA spoke regarding the extension of the Tent City 4 and relocation.

Mary Wictor, Sammamish WA spoke regarding Information Technology and the Stormwater CIP. (Submitted written comment available upon request to the City Clerk at lhachey@sammamish.us)

Stephanie Velea, Sammamish WA spoke regarding restoring the wildlife corridors and habitats in Sammamish.

EXECUTIVE SESSION – NONE

CONSENT CALENDAR

Claims: For Period Ending August 18, 2020 In The Amount Of \$2,098,219.29 For Check No. 57694 Through 57763

Minutes: For the August 11, 2020 Special Meeting

Draft

MOTION: Deputy Mayor Christie Malchow moved to approve the consent agenda. Councilmember Kent Treen seconded. Motion carried unanimously 6-0 with Councilmember Jason Ritchie absent.

PRESENTATIONS / PROCLAMATIONS

Proclamation: Overdose Awareness Day on August 31, 2020

Councilmember Ken Gamblin read the proclamation declaring August 31, 2020 Overdose Awareness Day.

Proclamation: National Recovery Month for September

Councilmember Pamela Stuart read the proclamation declaring September National Recovery Month in Sammamish.

PUBLIC HEARINGS-NONE

UNFINISHED BUSINESS-NONE

NEW BUSINESS

Discussion: Second Quarter Human Services Grant Reporting

Mike Sugg, Senior Management Analyst and Rita Badh, Senior Human Services Coordinator discussed the report on the second quarter Human Services grant and answered Council's questions on the issue. Emergency Manager Andrew Stevens update Council from an emergency management perspective on future situations that this pandemic might effect the City. Mayor Moran requested that staff return with more in-depth information on the needs for each service provider.

Mayor Moran left the meeting at 8:00 pm

Discussion: Draft 2021-2022 Operational Budget Overview

Aaron Antin, Director of Finance and Risk Management, Assistant City Manager led the discussion on the Draft 2021-2022 Operational Budget. Presentation is available in the [Document Center here](#).

Councilmember Stuart requested more information on the Police Services budget increase and to look into an in-house Legal service.

Deputy Mayor Malchow concurred with Councilmember Stuart request that the City look into a in-house Legal Service.

Chief Dan Pringrey spoke about the need for additional police staff in a currently very lean department.

Councilmember Ross would like to look in to enacting a utility tax with a 5-year sunset clause.

MOTION: Councilmember Pam Stuart moved to extend the meeting until 10:30 pm Deputy Mayor Christie Malchow seconded. Motion carried 3-2 with Councilmember Kent Treen and Councilmember Ken Gamblin dissenting, Mayor Karen Moran and Councilmember Jason Ritchie absent.

Draft

MOTION: Deputy Mayor Christie Malchow moved to take a five minute break at 9:55 pm. Councilmember Kent Treen seconded. Motion carried unanimously 5-0 with Mayor Karen Moran and Councilmember Jason Ritchie absent.

Approval: Comment Letter to Issaquah School District on Proposed Elementary School #17 and High School #4

Dave Rudat, City Manager, introduced David Pyle, Director of Community Development, who led the discussion regarding the letter from City Council regarding the proposed Elementary School #17 and High School #4 in the Issaquah School District.

This item will return for further discussion at the September 1, 2020 Regular Meeting.

MOTION: Councilmember Pam Stuart moved to extend the meeting until 10:45 pm Deputy Mayor Christie Malchow seconded. Motion carried 3-2 with Councilmember Kent Treen and Councilmember Ken Gamblin dissenting, Mayor Karen Moran and Councilmember Jason Ritchie absent.

Approval: Emergency Ordinance - Amending Ordinance No. O2020-499 To Further Extend Permit Number THEU2019-00620 An Additional 30 Days; Providing For Severability; And Declaring An Emergency (O2020-509)

Dave Rudat, City Manager, and Mike Sugg, Senior Management Analyst, discussed the extension of the Permit for the Tent City 4 Encampment at the Mary Queen of Peace Church.

David Pyle, Director of Community Development, explained the complications involved in approving a permit in short time frame for the Tent City 4 to move to a new location at the Methodist Church in Sammamish.

MOTION: Councilmember Pam Stuart moved to approve the Emergency Ordinance - Amending Ordinance No. O2020-499 To Further Extend Permit Number THEU2019-00620 An Additional 30 Days; Providing For Severability; And Declaring An Emergency (O2020-509). Deputy Mayor Christie Malchow seconded. Motion carried unanimously 5-0 with Mayor Karen Moran and Councilmember Jason Ritchie absent.

MOTION: Councilmember Pam Stuart moved to to extend the meeting until 11:00 pm. Deputy Mayor Christie Malchow seconded. Motion carried 3-2 with Councilmember Kent Treen and Councilmember Ken Gamblin dissenting, Mayor Karen Moran and Councilmember Jason Ritchie absent.

COUNCIL REPORTS/ CITY MANAGER REPORT

Report: Councilmember Pamela Stuart submitted a written report.

EXECUTIVE SESSION – NONE

ADJOURNMENT

MOTION: Deputy Mayor Christie Malchow moved to adjourn. Councilmember Kent Treen seconded. Motion carried unanimously 5-0 with Mayor Karen Moran and Councilmember Jason Ritchie absent.

The meeting adjourned at 11:00 pm.

Draft

Lita Hachey, City Clerk

Karen Moran, Mayor

Agenda Bill
City Council Regular Meeting
September 01, 2020



SUBJECT:	Traffic Concurrency Certificate Moratorium Public Hearing														
DATE SUBMITTED:	August 26, 2020														
DEPARTMENT:	Community Development														
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational														
RECOMMENDATION:	Hold a Public Hearing on Ordinance O2020-508, Traffic Concurrency Certificate Moratorium, as required by RCW 35A.63.220.														
EXHIBITS:	1. Exhibit 1 - O2020-508 - Concurrency Certificate Moratorium 2. Exhibit 2 - Notice of Public Hearing 3. Exhibit 3 - Public Comment Letter and City Response														
BUDGET:	<table border="0"> <tr> <td>Total dollar amount</td> <td>N/A</td> <td><input type="checkbox"/></td> <td>Approved in budget</td> </tr> <tr> <td>Fund(s)</td> <td>N/A</td> <td><input type="checkbox"/></td> <td>Budget reallocation required</td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/></td> <td>No budgetary impact</td> </tr> </table>			Total dollar amount	N/A	<input type="checkbox"/>	Approved in budget	Fund(s)	N/A	<input type="checkbox"/>	Budget reallocation required			<input type="checkbox"/>	No budgetary impact
Total dollar amount	N/A	<input type="checkbox"/>	Approved in budget												
Fund(s)	N/A	<input type="checkbox"/>	Budget reallocation required												
		<input type="checkbox"/>	No budgetary impact												
WORK PLAN FOCUS AREAS:	<table border="0"> <tr> <td><input checked="" type="checkbox"/> Transportation</td> <td><input type="checkbox"/> Community Safety</td> </tr> <tr> <td><input checked="" type="checkbox"/> Communication & Engagement</td> <td><input checked="" type="checkbox"/> Community Livability</td> </tr> <tr> <td><input type="checkbox"/> High Performing Government</td> <td><input type="checkbox"/> Culture & Recreation</td> </tr> <tr> <td><input checked="" type="checkbox"/> Environmental Health & Protection</td> <td><input checked="" type="checkbox"/> Financial Sustainability</td> </tr> </table>			<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	<input checked="" type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	<input checked="" type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability				
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<input checked="" type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability														

NEEDED FROM COUNCIL:

Ordinance O2020-508 (Exhibit 1) was passed by the Sammamish City Council on July 28, 2020 establishing a moratorium on new applications for Concurrency Certificate under SMC 14A.10. In accordance with RCW 35A.63.220, a legislative body that adopts a moratorium shall hold a public hearing on the adopted moratorium or interim zoning ordinance within at least sixty days of its adoption.

This agenda item provides opportunity for the City Council to hold a Public Hearing and receive public comment on the moratorium at the September 1, 2020 City Council Regular meeting, as required by State Law. Notice of the required Public Hearing was advertised on August 12, 2020 in the Seattle Times (Exhibit 2) and posted to the City's Legal Notices webpage.

To date one formal public comment has been received on the moratorium. This comment letter and the City response is included as Exhibit 3.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2020-508**

**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON,
REPEALING ORDINANCES NOS. O2020-501 AND O2020-502; IMPOSING
A NEW MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS
FOR CONCURRENCY CERTIFICATES UNDER SMC CHAPTER 14A.10
AND ADDING EXCEPTIONS FOR PUBLIC AGENCIES AS DEFINED BY
SMC 21A.15.915; DECLARING AN EMERGENCY; AND ESTABLISHING
AN IMMEDIATE EFFECTIVE DATE**

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt moratoria related to land use and development applications; and

WHEREAS, the City Council continues to seek ways to properly evaluate and appropriately regulate issues, potential impacts, and problems arising with development in the City of Sammamish (“City”) under current regulations,

WHEREAS, as one specific but non-exhaustive example, on May 23, 2019, the City Council adopted Ordinance No. O2019-484 to address concurrency and to amend Sammamish Municipal Code (“SMC”) 14A.10.050(2) to require that concurrency testing on road corridor and road segment Level of Service (“LOS”) standards are volume to capacity ratios of up to and including 1.1 for corridors and 1.4 for segments, respectively, for the City’s principal and minor arterials; and

WHEREAS, on July 24, 2019, a Petition challenging the validity of Ordinance No. O2019-484 was filed with the Central Puget Sound Growth Management Hearings Board (“Board”) captioned *Gerend v. City of Sammamish*, CPSGMHB Case Number 19-3-0015; and

WHEREAS, on April 20, 2020, the Board issued a Final Decision and Order (“FDO”) in *Gerend*, declaring that SMC 14A.10.050(2) as adopted in Ordinance No. O2019-484 is invalid and “remanded to the City for action to bring it into compliance” by October 30, 2020; and

WHEREAS, facts recited above, in addition to the challenges to the City’s day-to-day operations resulting from the Governor’s Proclamation 20-28.7 prohibiting in-person meetings under the Open Public Meetings Act, 42.30 until August 1, 2020, make it imperative for the City Council to preserve the status-quo by imposing a moratorium pursuant to State statute on the acceptance of applications concurrency certificates within the City; and

WHEREAS, City action to replace SMC 14A.10.050(2) as adopted in Ordinance No. O2019-484 requires substantial, time-consuming work by City staff and consultants also subject to the Governor’s Order and, even after expiration of the Order, may have to take place in a “social

distancing” framework that can be less efficient, particularly when formulating plans and policies; and

WHEREAS, on April 21, 2020, the City Council adopted emergency Ordinance No. O2020-501, which established a six-month moratorium on the acceptance of applications for land use, development, and building activities under the following titles and chapters of the Sammamish Municipal Code (“SMC”): Title 19A, Land Division; Title 21A, Development Code; Title 21B, Town Center Development Code; Title 25, Shoreline Management; Title 16, Building and Construction; Chapter 15.10, Flood Damage Prevention; Chapter 14A.10, Concurrency; and Chapter 13.20, Surface Water Runoff Regulations; and

WHEREAS, on May 11, 2020, the City Council adopted Ordinance No. O2020-502 amending Ordinance No. O2020-501 to impose a six-month moratorium on the acceptance of applications for concurrency certificates and establishing exceptions for Education Services Uses; and

WHEREAS, the City Council desires to repeal Ordinances Nos. O2020-501 and O2020-502 in their entirety and establish a new moratorium herein;

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council’s findings of fact in support of the moratorium established by this Ordinance. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 6 below.

Section 2. Repealer. Ordinance Nos. O2020-501 and O2020-502 are hereby repealed in their entirety.

Section 3. New Moratorium Imposed. As authorized by the Growth Management Act, RCW 35A.63.220, and the Planning and Zoning Enabling Act, RCW 35A.63.220, a moratorium is hereby enacted on the acceptance of applications for Concurrency Certificates. Excepted from this moratorium are Concurrency Certificate applications necessary for essential public project permits associated with the following:

1. Public Agencies as defined in SMC 21A.15.915.

Section 4. Vested Rights. The moratorium imposed in Section 2 of this Ordinance shall not apply to any rights that have vested prior to the effective date of this Ordinance.

Section 5. Effective Duration of Moratorium. The moratorium established in this Ordinance shall be in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire at the conclusion of that six-month period unless sooner repealed.

Section 6. Public Hearing. The City Council will hold a public hearing on September 1, 2020, in order to take public testimony and to consider adopting further findings of fact.

Section 7. Referral to the City Manager. The City Manager is hereby authorized and directed to pursue the work concerning development and concurrency described in the recitals above. City Council requests that the City Manager and City Staff, along with consultants engaged by the City as needed, work diligently to produce Comprehensive Plan and coordinate development regulations for Planning Commission and City Council consideration as soon as possible within the moratorium timeframe, including any extensions.

Section 8. Effective Date. This Ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

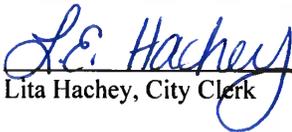
ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE 28TH DAY OF JULY, 2020.

CITY OF SAMMAMISH



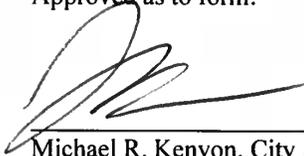
Mayor Karen Moran

ATTEST/AUTHENTICATED:



Lita Hachey, City Clerk

Approved as to form:



Michael R. Kenyon, City Attorney

Filed with the City Clerk: July 24, 2020
First Reading: July 28, 2020
Public Hearing: Sept. 1, 2020
Passed by the City Council: July 28, 2020
Date of Publication: July 31, 2020
Effective Date: July 28, 2020

CITY OF SAMMAMISH PUBLIC HEARING

Notice is given that the City of Sammamish will hold a public hearing as part of the regular meeting on **September 1, 2020** beginning at 6:30 pm for the purpose of accepting public comment regarding Emergency Ordinance O2020-508, an ordinance of the City of Sammamish, Washington, repealing Ordinances NOS. 02020-501 AND 02020-502; imposing a new moratorium on the acceptance of applications for concurrency certificates under SMC chapter 14A.10 and adding exceptions for public agencies as defined by SMC 21A.15.915; declaring an emergency; and establishing an immediate effective date. This ordinance was passed at the July 28, 2020 Special Meeting.

Pursuant to the Governor's emergency Proclamation 20-25, the City is unable to provide an in-person location for the public to listen to the virtual City Council meeting this evening. Meetings are still accessible to the public and public comment can be submitted.

To View Live:

- **City Website:** www.sammamish.us/news-events/tv-21/
- **City Facebook:** www.facebook.com/CityofSammamishWA/
- **Comcast Channel 21** (within Sammamish only)

Copies of this ordinance are available upon request of the City Clerk and are also available on the City website at www.sammamish.us.

Anyone wishing to submit their comments in writing may do so by submitting them to the attention of the City Clerk prior to the close of the public hearing. Send all correspondence to City of Sammamish, 801 228th Avenue SE, Sammamish, WA 98075. Comments may also be submitted via email to lhachey@sammamish.us. Additional information relating to this public hearing may be obtained from the Office of the City Clerk, (425)295-0512.

LITA HACHEY
CITY CLERK

Published: Wednesday, August 12, 2020

The Seattle Times

-Ad Confirmation-

These are the details of your ad scheduled to run on the dates indicated below.

Prepayment Information

Date	Method	Card Type	Last 4 Digits	Check #	Amount

Account Information

Account #:	106564
Advertiser Name:	City of Sammamish
Agency Name:	
Contact:	
Address:	801 228th Ave SE Sammamish, WA 98075
Telephone:	(425) 295-0525

Run Date(s)

Seattle Times	08/12/20
NWclassifieds	08/12/20
NWclassifieds	08/13/20
NWclassifieds	08/14/20
NWclassifieds	08/15/20
NWclassifieds	08/16/20
NWclassifieds	08/17/20
NWclassifieds	08/18/20

Ad Placement Information

Ad ID:	955130
Purchase Order #:	Pub hearing
# of lines:	58
Total NET Cost:	\$88.74
Class Name:	Public Notices

Contact Information

Contact Name:	Holly Botts
Phone #	
Email:	hbotts@seattletimes.com

*The ad preview below may not be to actual scale

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LITA HACHEY
CITY CLERK

Published: Wednesday, August 12, 2020



801 – 228th Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • web: www.sammamish.us

MEMORANDUM

Date: August 26, 2020
 To: Sammamish City Council
 From: Dave Rudat
 Re: MBAKS July 28, 2020 Letter

Mayor and Council,

This restatement of some of the memo received from MBAKS on July 28, 2020, is provided to you to clarify the actions of the City regarding the Moratorium and the scheduling of a Public Hearing and assist with your recall of the situation.

The MBAKS July 28 letter *concerning “New Emergency Six-Month Development Moratorium.”* includes the following statement:

On the flip side, during this same time Sammamish finds it “imperative” “to preserve the status quo” and enact another emergency development moratorium and not hold required public hearings on the emergency. And yet the City found the wherewithal to discuss or take action on many other policies or programs, all *virtually, and to hold public hearings and take staff and/or consultant comment, discussion, or presentations virtually on other issues* between the adoption of the April 21 and May 11 emergency development moratorium ordinances and the July 28 special meeting to potentially declare a new emergency development moratorium. The other issues included but are not limited to:

- Held no less than four special City Council meetings, requiring staff and consulting preparation and presentation time, under significant tight timelines to address different issues
- Restarting the Human Services Commission and funding a variety of human services
- Commission artwork representing civil liberties and racial/social justice
- Anti-bias resources and practices at the City
- Tent City 4 permit extension
- The Farmers Market
- Priorities for a potential special state legislative session
- Adoption of a six-year Transportation Improvement Plan
- 2020 work plan
- Procedures for Community Development Director to eliminate administrative appeal of SEPA determination of significance requiring preparation of an EIS for a non-project proposal
- Public hearing to amend the City’s Flood Damage Prevention Ordinance
- Adopt an approach for compliance with the Growth Management Hearings Board remand in *Gerend v. Sammamish*
- COVID-19 business recovery and Business Recovery Task Force

- Traffic model audit
- King County Regional 2020 hazard mitigation plan
- Joint shelter grant proposal letter
- Signage in parks
- Draft ADA transition plan

The assertions above appear to create a misimpression by blurring the distinction between conducting city business in public meetings and holding public hearings. In fact, only two of the eighteen bulleted items listed by MBAKS actually involved public hearings. Although not acknowledged by the MBAKS letter, those two public hearings, for the TIP and the Flood Damage Prevention Ordinance, occurred after May 29, 2020, when the Governor lifted restrictions on only transacting “necessary and routine” business. This allowed the City a wider berth to transact business and hold hearings. However, subsequently, on July 8, 2020, the Governor issued Proclamation 20-28.7 prohibiting all in-person meetings and requiring that public hearings, if held at all, be entirely virtual. (MRSC has since advised that postponing public hearings is preferred at least in some contexts.)

The MBAKS letter also includes the following:

Indeed, these are unprecedented and challenging times for us all. And yes, the Governor has placed certain restrictions on in-person meetings and, during his initial emergency declaration, on what jurisdictions could consider in the normal operation of business.

However, other cities have found great success and made significant strides in policy and programming during the pandemic, even with initial restrictions. Kirkland, for example, passed sweeping land use and zoning reforms just two months ago, allowing duplex, triplex, quadraplex, cottage, carriage, townhome, and ADU/DADU throughout the entire city while reducing parking requirements and preserving design flexibility. Its smart development, equitable, inclusive, environmentally friendly policy that will provide more housing affordability and choice while making more of the Kirkland we love attainable to more people.

These statements appear to create a misimpression that the City of Kirkland created, held public hearings on, and “during the pandemic” passed “sweeping land use and zoning reforms.” However, a check of the Kirkland records shows that the land use and zoning changes started with 2018 recommendations, were a year (throughout 2019) in the making, and that public hearings on them were held in January, 2020 before the pandemic.

I am hopeful this provides more clarity to this situation and helps recall if required. In summary, their assertions are grossly misstated and are intended to significantly alter the facts. Thank you.



July 28, 2020

Honorable Karen Moran
Sammamish City Council
801 228th St. SE
Sammamish, WA 98075

RE: New Emergency Six-Month Development Moratorium

Dear Mayor Moran and City Councilmembers:

With nearly 2,900 members, the Master Builders Association of King and Snohomish Counties (MBAKS) is the largest local homebuilders' association in the United States, helping members provide a range of housing choice and affordability. We aspire to be the most trusted and respected housing experts in the region. MBAKS thanks the City for the opportunity to comment on the new emergency six-month development moratorium.

On April 21, 2020, City Council adopted emergency Ordinance No. O2020-501, which established a six-month moratorium on the acceptance of applications for land use, development, and building activities under the following titles and chapters of the Sammamish Municipal Code ("SMC"): Title 19A, Land Division; Title 21A, Development Code; Title 21B, Town Center Development Code; Title 25, Shoreline Management; Title 16, Building and Construction; Chapter 15.10, Flood Damage Prevention; Chapter 14A.10, Concurrency; and Chapter 13.20, Surface Water Runoff Regulations.

Realizing it did not include acceptance of applications for concurrency certificates, and an exception for Education Services Uses, the majority on Council imposed an additional six-month emergency moratorium on May 11, 2020 including those items.

As required under the Revised Code of Washington (RCW) 36.76A.390, a public hearing shall be held within sixty (60) days of an adopted emergency moratoria. Since this did not seem to happen, MBAKS sent an email to the Mayor Karen Moran, City Manager Dave Rudat, and Community Development Director David Pyle on the afternoon of Thursday, July 23, asking if MBAKS had inadvertently missed the public hearing on the emergency development moratorium of April 21 or May 11, or if the City had neglected to hold the public hearing as required by law. A copy of the email is included as Attachment A.

MBAKS received no direct response from the City, but instead, received a general public notice on Friday, July 24, to repeal Ordinance Nos. O2020-501 and O2020- 502 in their entirety and establish a new six-month moratorium, resetting the clock on a new six-months for development to cease, discounting the time passed since April 21





and May 11, and setting a public hearing for the new proposed six-month moratorium to September 1, 2020.

In the vagueness of the City's answer to MBACKS simple question "when will you hold the required public hearing on the emergency public moratorium," the City seems to be saying "the Governor won't allow it."

'WHEREAS, facts recited above, in addition to the challenges to the City's day-to-day operations resulting from the Governor's Proclamation 20-28.7 prohibiting in-person meetings under the Open Public Meetings Act, 42.30 until August 1, 2020, make it imperative for the City Council to preserve the status-quo by imposing a moratorium pursuant to State statute on the acceptance of applications concurrency certificates within the City;

And WHEREAS, City action to replace SMC 14A.10.050(2) as adopted in Ordinance No. O2019-484 requires substantial, time-consuming work by City staff and consultants also subject to the Governor's Order and, even after expiration of the Order, may have to take place in a "social - 2 - distancing" framework that can be less efficient, particularly when formulating plans and policies....'

Indeed, these are unprecedented and challenging times for us all. And yes, the Governor has placed certain restrictions on in-person meetings and, during his initial emergency declaration, on what jurisdictions could consider in the normal operation of business.

However, other cities have found great success and made significant strides in policy and programming during the pandemic, even with initial restrictions. Kirkland, for example, passed sweeping land use and zoning reforms just two months ago, allowing duplex, triplex, quadraplex, cottage, carriage, townhome, and ADU/DADU throughout the entire city while reducing parking requirements and preserving design flexibility. Its smart development, equitable, inclusive, environmentally friendly policy that will provide more housing affordability and choice while making more of the Kirkland we love attainable to more people.

On the flip side, during this same time Sammamish finds it "imperative" "to preserve the status quo" and enact another emergency development moratorium and not hold required public hearings on the emergency. And yet the City found the wherewithal to discuss or take action on many other policies or programs, all *virtually, and to hold public hearings and take staff and/or consultant comment, discussion, or presentations virtually on other issues* between the adoption of the April 21 and May 11 emergency development moratorium ordinances and the July 28 special meeting to potentially declare a new emergency development moratorium. The other issues included but are not limited to:

- Held no less than four special City Council meetings, requiring staff and consulting preparation and presentation time, under significant tight timelines to address different issues
- Restarting the Human Services Commission and funding a variety of human services
- Commission artwork representing civil liberties and racial/social justice
- Anti-bias resources and practices at the City
- Tent City 4 permit extension
- The Farmers Market



- Priorities for a potential special state legislative session
- Adoption of a six-year Transportation Improvement Plan
- 2020 work plan
- Procedures for Community Development Director to eliminate administrative appeal of SEPA determination of significance requiring preparation of an EIS for a non-project proposal
- Public hearing to amend the City's Flood Damage Prevention Ordinance
- Adopt an approach for compliance with the Growth Management Hearings Board remand in *Gerend v. Sammamish*
- COVID-19 business recovery and Business Recovery Task Force
- Traffic model audit
- King County Regional 2020 hazard mitigation plan
- Joint shelter grant proposal letter
- Signage in parks
- Draft ADA transition plan

Please note this list does not include the public hearings for the emergency development moratorium, as required by RCW 36.76A.390, to occur within 60 days of adoption of the April 21 and May 11 Ordinances. What makes the public voice unimportant on such an important issue? It is an emergency after all.

One of the most significant, impactful, and lasting issues a local jurisdiction will consider are those related to land use. And the RCW 36.76A.390 was adopted to ensure that citizens' voices are heard in cases where a jurisdiction may need to exert, hopefully on rare occasions, emergency powers in land use, and to avoid, wherever possible, abuses of those emergency powers.

Included are the voices of homeowners, landowners, voters, small business owners, developers, builders, realtors, architects, engineers, environmentalists, and any other potential stakeholder who may have an interest within that jurisdiction, and whose rights may be impacted by the emergency ordinance. The fact is the City is hiding behind a very thin veil, using a pandemic as an excuse for forgetting or purposefully failing to hold required public hearings pursuant to RCW 36.76A.390.

The new emergency moratorium is another attempt to delay or stop development and preserve the Sammamish status quo only for those who currently reside there. The previous and new moratorium are just like the tailored traffic concurrency model hand crafted by the majority on Council to generate exacting V/C and Level of Service (LOS) data guaranteed to trigger concurrency failure.

As stated in the MBACKS SEPA EIS comment letter submitted to the City on July 23, 2020, the new proposed emergency moratorium is another attempt by Sammamish to diminish, " key goals in the GMA, RCW 36.070A.020, including but not limited to, providing affordable housing, reducing sprawl, and concentrating urban growth in designated urban growth centers. It also flies in the face of the City's stated goals of its own Housing Strategy Plan, adopted in January 2019, to provide housing supply and variety, housing affordability, and housing for people with special needs.... [It] also puts pressure on adjacent and overlapping jurisdictions who are simultaneously trying to plan for growth, housing supply, and housing affordability. This again weakens the goals of the GMA and the City's own housing strategy to coordinate with regional jurisdictions to fully plan for growth."



WEB MBAKS.COM | OFFICE 425.451.7920
335 116TH AVENUE SE | BELLEVUE, WASHINGTON 98004



So continues this back and forth, for over two decades, to preserve the Sammamish status quo and stifle any potential good: support of small business, local goods and services for residents, transit oriented development, social integration, housing choice and affordability, inclusive and expansive public voice, or unique opportunities to think creatively and outside-the-planning-box with the significant resources at the City's disposal. When will it end?

Please contact [Gina Clark](#), Government Affairs Manager, King County, if you have any questions or need additional information. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'G. Clark'.

Gina Clark
Government Affairs Manager, King County

Attachment A: Email from Gina Clark, MBAKS, to Mayor Moran, City Manager Rudat, Community Development Director Pyle Dated July 23, 2020, Re: Emergency Development Moratorium Public Hearing

cc: Dave Rudat, City Manager
David Pyle, Community Development Director
Cheryl Paston, Public Works Director



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335 116TH AVENUE SE | BELLEVUE, WASHINGTON 98004



Attachment A



Gina Clark
To Karen Moran; Dave Rudat; David Pyle

Reply Reply All Forward ...

Thu 7/23/2020 1:29 PM

Good afternoon, Mayor, Dave, and David.

I hope this email finds you safe and well.

I'm checking in with the city to see if I've missed or if the city will be scheduling a public hearing to discuss the emergency development moratorium adopted on April 21 and amended in early May. Has it been noticed and held within the 60-day period? If it hasn't been noticed and held, or if I'm wrong on timing, please advise of next steps. Can we anticipate a public hearing soon?

Many thanks,
Gina



Gina Clark | Government Affairs Manager, King County

p 425.460.8224 c 425.268.1156
335 116th Ave. SE, Bellevue, WA 98004

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We aspire to be the most trusted and respected housing experts in the Puget Sound region.

Agenda Bill
City Council Regular Meeting
September 01, 2020



SUBJECT:	Public Hearing on an Ordinance adopting a new Chapter 5.45 to the Sammamish Municipal Code relating to the delivery of unsolicited or unsubscribed handbills and literature on private property	
DATE SUBMITTED:	August 24, 2020	
DEPARTMENT:	City Manager's Office	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Open the public hearing and continue it to the City Council meeting on September 15, 2020	
EXHIBITS:	1. Exhibit 1 - Draft Ordinance	
BUDGET:		
Total dollar amount		<input type="checkbox"/> Approved in budget
Fund(s)		<input type="checkbox"/> Budget reallocation required
		<input checked="" type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Shall the City of Sammamish hold a public hearing on the adoption of a new section of the Sammamish Municipal Code prohibiting the unsolicited distribution of leaflets and circulars?

KEY FACTS AND INFORMATION SUMMARY:

Summary
 Residents of the City of Sammamish routinely receive unsolicited written materials on private property; the material is thrown onto driveways and/ or lawns, and if not removed immediately by the resident, the written material becomes litter that can find its way into storm drains, sidewalks, streets, and adjacent properties. Not only is unsolicited written material unsightly and potentially damaging to the environment, the accumulation of the material on a single parcel sends the message that the resident is not at home, which can create a risk of theft or burglary. To reduce and possibly eliminate this problem, Council requested an amendment to the Sammamish Municipal Code prohibiting the unsolicited distribution of written material.

By way of background, the written material distributed to Sammamish residents' private property is almost exclusively advertising (cleaning services, lawn care services, pest control, etc.). Advertising is protected under the First Amendment to the U.S Constitution as "commercial speech." A city can regulate commercial speech to serve a substantial governmental interest. If the interest is substantial, a reviewing court must determine whether the regulation directly advances the governmental interest asserted and whether it is more extensive than is necessary to serve that interest.

Here, the substantial governmental interest is (1) security of the City's residents and (2) the prevention of an undesirable accumulation of written material on private property, sidewalks, roadways, and City streets. SMC 5.45 was drafted to be no more extensive than necessary to advance the City's stated objectives because the regulation does not prohibit all distribution of written material (called "literature" in the ordinance), but prohibits distribution on properties whose occupants have on file with the City Clerk a declaration stating (1) the resident notified the distributor that the resident refuses to receive the literature; or that (2) the resident refuses to receive written material by such notice to the City Clerk. A resident can also refuse the distribution of unsolicited material by such notice on the resident's home. Accordingly, the regulation advances the interest of reducing litter and is no more extensive than necessary to serve that interest.

The City Clerk will maintain on the City's website and in City hall a list of properties onto which distribution is refused, called a "refusal of consent registry." The distributor of such written material bears the burden of reviewing the registry. Each refusal violated (distribution to each property on the refusal of consent registry) carries a \$500 penalty. The City will enforce violations through a complaint-process, as is the case with code enforcement in the City. Upon receipt of a complaint, the City will review the material and send a civil penalty to the distributor of the information if such information can be ascertained.

The Ordinance was modeled after a similar ordinance adopted by San Carlos CA. The City Attorney spoke with the San Carlos City Attorney, Greg Rubens about his experience with the ordinance. The San Carlos City Attorney stated the City held three readings of the ordinance prior to adoption, that the newspaper media and the publisher of the local phone books were involved in the process. The newspapers were apparently satisfied with the ordinance, and the "annual exemption" referred to in SMC 5.45.070(F) addresses exempts telephone books from being delivered once per year.

San Carlos has not issued many citations, due largely to the fact that the ordinance has been met with voluntary compliance. It is our hope that knowledge of the attached ordinance and of the City's refusal of consent registry will result in voluntary compliance in Sammamish.

Public Hearing

A public hearing on this ordinance for has been noticed for September 1, 2020. Due to a change in the title of the ordinance noticed for September 1, 2020, and to provide ample time for newspapers and distributors of written material to provide comment, we will continue the September 1, 2020 public hearing to September 15, 2020.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2020 -**

**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON,
ADOPTING A NEW CHAPTER 5.45 TO THE SAMMAMISH MUNICIPAL
CODE RELATING TO THE DISTRIBUTION OF UNSOLICITED OR
UNSUBSCRIBED LITERATURE ON PRIVATE PROPERTY;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, the distribution of unsolicited and unsubscribed commercial advertising material and other unwanted literature or materials upon residential properties creates unsightly and unhealthy widespread litter in the City; and

WHEREAS, many elderly and disabled residents are unable to remove or dispose of such accumulated materials, which materials become a nuisance when blown around neighborhoods by wind, wet and destroyed by the elements, or run over by vehicles;

WHEREAS, the distribution of unsolicited and unsubscribed commercial advertising material and other unwanted literature or materials upon residential properties creates a security concern for residents when such materials accumulate in the City; and

WHEREAS, such accumulations can send signals to nefarious persons that residents are not home, thereby increasing the risk of burglary of homes and robbery of residents; and

WHEREAS, unsolicited and unsubscribed commercial advertising material, literature, or other written materials also enter into and clog City storm drains and drainage facilities, which can contribute to and cause street flooding, when such material is allowed to accumulate, scatter and degrade from the weather conditions; and

WHEREAS, such materials also cause damage to property when allowed to enter into private and public creeks and waterways, sloughs, watershed lands, and other protected areas; and

WHEREAS, certain exemptions are included for legally required processes and notices, and other distributors whose deliveries are infrequent or do not significantly contribute to the litter and security issues identified by the City Council and public; and

WHEREAS, exempt distributors' deliveries are less bulky and less likely to clog or impede the City's storm water collection system; and

WHEREAS, to address the security, nuisance and litter issues, all distributors must secure their literature in such a way that the literature does not scatter or decompose due to weather conditions, and so that the literature is out of clear view from public rights-of-way; and

WHEREAS, vendors and distributors who operate in the City have a history of ignoring their own refusal of consent registry or programs; and

WHEREAS, access to the refusal of consent registry set forth in this Ordinance will be available on the City's website and at City Hall; and

WHEREAS, this narrowly tailored regulation, which requires those who desire to deliver literature comply with reasonable, clear, open and accessible information regarding residents' refusal of consent to receive such materials, reduces or prohibits the unwanted, unsolicited and unsubscribed literature from being delivered to residences in the City, and reasonably requires all such deliveries comply with this Ordinance; and

WHEREAS, a content-neutral annual exclusion does not unreasonably lead to additional litter or security issues, and provides additional opportunities for delivery of literature for those who do not have access to the refusal of consent registry or other methods of notice, provided they comply with this Ordinance;

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

Section 1. New Chapter 5.45 SMC, Adopted. A new Sammamish Municipal Code Chapter 5.45, to be entitled "Delivery of Unsolicited or Unsubscribed Literature on Private Property"), is hereby adopted to read as set forth in Exhibit A attached hereto and incorporated herein by this reference as if fully set forth herein.

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 _____, 2020.

CITY OF SAMMAMISH

Mayor Karen Moran

ATTEST/AUTHENTICATED:

Lita Hachey, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

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

EXHIBIT A

Sections:

5.45.010 Purpose.

5.45.020 Definitions.

5.45.030 Unlawful distribution of unsubscribed or unsolicited literature; Nuisance.

5.45.040 Notice to distributors of unsolicited or unsubscribed literature.

5.45.050 Noncompliance with refusal of consent filed with City Clerk.

5.45.060 Methods of distribution.

5.45.070 Exemptions.

5.45.080 Presumptions, removal and costs required.

5.45.090 Penalties.

5.45.100 Severance.

5.45.010 Purpose.

The purpose of this chapter is to acknowledge and achieve the following:

A. The distribution of unsolicited and unsubscribed commercial advertising material and other unwanted literature or materials upon residential properties creates unsightly and unhealthy widespread litter in the City. Also, such materials become a nuisance when blown around neighborhoods by wind, wet and destroyed by the elements, or run over by vehicles.

B. The distribution of unsolicited and unsubscribed commercial advertising material and other unwanted literature or materials upon residential properties creates a security concern for residents when such materials accumulate in the City. Such accumulations can send signals to nefarious persons that residents are not home, thereby increasing the risk of burglary of homes and robbery of residents.

C. Unsolicited and unsubscribed commercial advertising material, literature, or other written materials also enter into and clog City storm drains and drainage facilities, which can contribute to and cause street flooding, when such material is allowed to accumulate, scatter and degrade from the weather conditions. Such materials also cause damage to property when allowed to enter onto private and public creeks and waterways, sloughs, watershed lands, and other protected areas.

D. Certain exemptions are included for legally required processes and notices, and other distributors whose deliveries are infrequent or do not significantly contribute to the litter and security issues identified by the City Council and public. Moreover, such exempt distributors' deliveries are less bulky and less likely to clog or impede the City's storm water collection system. In addition, to address the security, nuisance and litter issues, all distributors must secure their literature in such a way that they do not scatter or decompose due to weather conditions and are out of clear view from public rights-of-way.

E. Access to the refusal of consent registry set forth in this chapter will be available on the City's website and at City Hall.

F. This narrowly tailored regulation, which requires those who desire to deliver literature comply with reasonable, clear, open and accessible information regarding residents' refusal of consent to receive such materials, reduces or prohibits the unwanted, unsolicited and unsubscribed literature from being delivered to residences in the City, and reasonably requires all such deliveries comply with this chapter.

G. A content-neutral annual exclusion does not unreasonably lead to additional litter or security issues, and provides additional opportunities for delivery of literature for those who do not have access to the refusal of consent registry or other methods of notice, provided they comply with this chapter.

5.45.020 Definitions.

A. "Literature" means single- or multi-page bounded or unbounded printed or reproduced written materials of any kind, including but not limited to pamphlets, telephone directories, books, magazines, newspapers, handbills, circulars, announcements, or any other paper literature on any medium or material.

C. "Person" means any individual, firm, partnership, joint venture, association, social club, league, fraternal organization, corporation, limited liability company, limited liability partnership, estate, trust, business trust, receiver, trustee, syndicate or any other group acting as a unit.

D. “Unsolicited” means a recipient has not requested, given permission, or has refused to receive literature as defined by this Section.

E. “Unsubscribed” means a recipient does not have a paying subscription or other agreement to receive literature as defined by this Section.

5.45.030 Unlawful distribution of unsubscribed or unsolicited literature; Nuisance.

A. It is unlawful and a declared nuisance for any person to distribute, deposit, place, throw, scatter, cast, peddle, pass out, give away, or circulate any literature, for which no charge is made to the recipient thereof, or any substance, at any place on the grounds, yards, lawns, driveways, steps, porches, or in front of, or upon the front entry door, or door knob, of any single-family residence, single-family residential building, or any residential building having more than one dwelling unit, or in any entry or hallway or on any stairs, or at or upon the front entry door, or door knob, of any dwelling unit, in any such multiple-unit residential building, in the City, at any time when:

1. There is on file in the office of the City Clerk an affidavit or a declaration signed under the penalty of perjury that the person is an owner, manager or occupant of such residence, building or dwelling unit described therein and stating that such person refuses consent for any literature to be left at the place so described, or that the owner, manager or occupant has notified the distributor as provided in SMC 5.45.040(B); or
2. The owner, manager or occupant of such residence, building or dwelling unit has posted a sign as provided in SMC 5.45.040(A).

B. This Section shall not affect violations for littering asserted or charged under other chapters of the municipal code, or state or federal law.

5.45.040 Notice to distributors of unsolicited or unsubscribed literature.

The notice to distributor or the affidavit or declaration to the City Clerk refusing consent referred to in Section 5.45.030 may be given by an owner, occupant, or resident of property to a distributor of literature that such literature is not wanted by one or more of the following methods:

A. By posting on the property or near the front door or main entrance of the property a sign at least 16 square inches in surface area stating, in effect, “No Pamphlets,” “No Unsubscribed or Unsolicited Literature,” or words of similar meaning describing a clear desire not to receive literature at the property;

B. By written or electronic communication to the distributor of such literature at the address or email address provided by the distributor; and/or

C. By filing a refusal of consent affidavit or declaration as set forth in SMC 5.45.050 with the City Clerk, who shall post the refusal of consent on the City's website.

5.45.050 Noncompliance with refusal of consent filed with City Clerk.

A. The refusal of consent affidavit or declaration as described in SMC 5.45.030 may be filed with the City Clerk without charge at any time. Upon filing, the affidavit or declaration shall be open to inspection by the public at City Hall, and the addresses of those refusing consent posted on the City website and available at all times. The refusal of consent affidavit or declaration filed with the City Clerk shall become effective 60 days after such filing, so as to provide reasonable opportunity for distributors to respond to additions and deletions to the refusal of consent registry on the City website or at City Hall.

B. A person may revoke his or her refusal of consent by filing with the City Clerk an affidavit or declaration signed under the penalty of perjury that such person no longer desires to be subject to the refusal of consent previously filed with the City. Such revocation may be filed with the City Clerk at any time without charge and shall be effective upon such filing. Any such refusal of consent affidavit or declaration filed by an owner or manager of, and any such revocation pertaining to, a multiple-unit residential building shall not apply to the front entry door of any dwelling unit in such a building.

C. Any such refusal of consent affidavit or declaration filed with the signature of an owner, manager or occupant of, and any such revocation pertaining to, a dwelling unit in a multiple unit residential building shall apply only to the dwelling unit owned or occupied by such person or to which such revocation pertains. No such refusal of consent shall be effective after the person who signed it has ceased to be an owner, manager or occupant of the premises described in such refusal of consent.

D. No person shall leave literature in the City unless such person has first examined all refusal of consent affidavits and/or declarations filed with the City Clerk. Refusals of consent shall be valid for five years without limit on the number of refusals of consent that may be requested for each residence, apartment, or dwelling unit.

5.45.060 Methods of distribution.

Any literature exempted from this chapter shall only be distributed if:

- A. Placed in the hand of the intended recipient;
- B. Bound, folded, boxed or weighted in such a manner that the material cannot be blown away, scattered, or otherwise fragmented by weather conditions and/or normal pedestrian or vehicular traffic; or
- C. Deposited on the premises for which it is intended by being tied to, affixed, slipped over a doorknob or other protrusion, or placed through a slot or opening in a front entry door or within a receptacle for such items located upon the property, or placed on the front porch next to the front entry door; provided, however, the item being distributed first shall have been rolled up and secured with a rubber band or in some other manner so as to prevent the materials from being blown away, scattered, or otherwise fragmented by weather conditions and/or normal pedestrian or vehicular traffic. As used in this section, "receptacle" means a container made of a stiff material containing the words "For Papers," or similar words.

5.45.070 Exemptions.

The foregoing provisions of this chapter shall not apply to the following:

- A. Mail deliveries by the United States Postal Service;
- B. Deliveries by private postal or package delivery services;
- C. Literature delivered by federal, state or local governmental agencies;
- D. Notice of any lien, foreclosure, or sale of the real property on which such notice is placed;
- E. Legally authorized notice or process;
- F. Literature delivered no more frequently than one time per calendar year by any person;
- G. Literature delivered by a person on behalf of a nonprofit organization, a registered campaign committee, a federal, state or local candidate or a state or local initiative or referendum, provided said delivery complies with the provisions of Section 5.45.060; and
- H. The distribution or delivery of any subscription literature to any person pursuant to that person's request or consent, or to any hotel, inn, motel or other such public accommodations, provided said delivery complies with the provisions of Section 5.45.060.

5.45.080 Presumptions, removal and costs required.

A. Literature distributed in violation of this chapter is subject to summary removal by the owner, manager or occupant of the property upon which the literature is placed or affixed, or by the City Manager or his or her designee. The costs of removal may be assessed in accordance with law or as provided in the municipal code against the person responsible for the violation. It shall be a rebuttable presumption that any person whose information is displayed on literature is the party responsible for the distribution.

B. Distribution of literature requested by the owner or occupant of a property and undertaken in the ordinary course of business, including but not limited to deliveries of utility notices, telephone directory deliveries, regular newspaper deliveries, work order notices and service inquiries, are presumed to be requested or invited for the purpose of this section, but must comply with the requirements of Section 5.45.060.

C. It shall be a rebuttable presumption that a person distributing literature has received actual notice of a refusal of consent where an owner, occupant, or resident of property appears on the refusal of consent registry or has provided notice as provided in Section 5.45.040.

5.45.090 Penalties.

Each distribution of unsubscribed or unsolicited literature in violation of an owner, manager or occupant's Notice set forth in 5.45.040 shall constitute a separate offense and shall be assessed a \$500 civil penalty.

5.45.100 Severance.

If any section, subsection, clause or phrase or portion of this chapter is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of all other provisions of this chapter.



City of Sammamish Washington
Sammamish, Washington
~ **Proclamation** ~



Childhood Cancer Awareness Month

- WHEREAS,** each year in the United States more than 15,000 children from birth to 19 years old are diagnosed with cancer, equal to about 42 childhood cancer diagnoses each day; and
- WHEREAS,** each year worldwide, there are more than 300,000 new childhood cancer diagnoses, equal to about every 3 minutes a family will hear the words ‘Your child has cancer’; and
- WHEREAS,** although the five-year survival rate for childhood cancers has reached 80 percent, nearly 2,000 American children under the age of nineteen still die each year from cancer, making it the leading killer of children by disease; and
- WHEREAS,** those that do survive will face at least one chronic health condition later on in life – not limited, but including – heart, liver, and lung damage, infertility, secondary cancers and growth deficits; and
- WHEREAS,** the causes of childhood cancer are largely unknown and more studies are needed to understand which treatments work best for children; and
- WHEREAS,** cancer treatment for children often must differ from traditional adult treatments to take into account children’s developmental needs and other factors; and
- WHEREAS,** hundreds of children are being treated for cancer in Washington State; and
- WHEREAS,** Washington is a caring state and has community that supports children and families;
- NOW, THEREFORE,** I, Mayor Karen Moran on behalf of the Sammamish City Council, do hereby proclaim September 2020 as

Childhood Cancer Awareness Month

Signed this 1st day of September, 2020

Mayor Karen Moran





City of Sammamish
Sammamish, Washington
~ **Proclamation** ~



Childhood Cancer Awareness Month

- WHEREAS,** each year in the United States more than 15,000 children from birth to 19 years old are diagnosed with cancer, equal to about 42 childhood cancer diagnoses each day; and
- WHEREAS,** each year worldwide, there are more than 300,000 new childhood cancer diagnoses, equal to about every 3 minutes a family will hear the words ‘Your child has cancer’; and
- WHEREAS,** although the five-year survival rate for childhood cancers has reached 80 percent, nearly 2,000 American children under the age of nineteen still die each year from cancer, making it the leading killer of children by disease; and
- WHEREAS,** those that do survive will face at least one chronic health condition later on in life – not limited, but including – heart, liver, and lung damage, infertility, secondary cancers and growth deficits; and
- WHEREAS,** the causes of childhood cancer are largely unknown and more studies are needed to understand which treatments work best for children; and
- WHEREAS,** cancer treatment for children often must differ from traditional adult treatments to take into account children’s developmental needs and other factors; and
- WHEREAS,** hundreds of children are being treated for cancer in Washington State; and
- WHEREAS,** Washington is a caring state and has community that supports children and families;
- NOW, THEREFORE,** I, Mayor Karen Moran on behalf of the Sammamish City Council, do hereby proclaim September 2020 as

Childhood Cancer Awareness Month

Signed this 1st day of September, 2020

Mayor Karen Moran



Agenda Bill

City Council Regular Meeting
September 01, 2020



SUBJECT:	Presentation: Eastside Fire & Rescue Non-Profit Formation		
DATE SUBMITTED:	August 21, 2020		
DEPARTMENT:	Eastside Fire & Rescue		
NEEDED FROM COUNCIL:	<input type="checkbox"/> Action <input checked="" type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Review the exhibits and provide feedback to the City Manager and Fire Chief regarding the proposed nonprofit formation.		
EXHIBITS:	1. Exhibit 1 - Memo and Draft Nonprofit Formation Documents 2. Exhibit 2 - Presentation		
BUDGET:			
Total dollar amount		<input type="checkbox"/>	Approved in budget
Fund(s)		<input type="checkbox"/>	Budget reallocation required
		<input checked="" type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/>	Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/>	Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/>	Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/>	Financial Sustainability	

KEY FACTS AND INFORMATION SUMMARY:

Since July 2019, the Eastside Fire & Rescue (EF&R) Board of Directors and its Finance & Administrative Committee (FAC) have been examining changes in EF&R's governance model. Upon review of various governance models by a contracted law firm, the Board unanimously agreed to work towards a nonprofit model and to finalize its formation by the end of 2020.

Currently the member cities are reviewing the draft Articles of Incorporation, Interlocal Agreement, and Bylaws. After cities have reviewed the documents, the Board is tentatively schedule to approve the nonprofit formation in October 2020. Then each entity that is a member of the Board must separately approve the formation for it to go into effect.

The draft Articles, ILA and Bylaws are included in **Exhibit 1** along with a memo from Fire Chief Jeff Clark. Chief Clark will be in attendance at the Council's September 1st meeting to provide a brief presentation (**Exhibit 2**) and answer questions.

Note that, beyond the changes necessary to become a nonprofit, the draft ILA also includes an extension of the ILA by an additional five-years, from 2026 to 2031.



Date: July 13, 2020
 To: Sammamish City Council
 City Manager, Dave Rudat
 From: Fire Chief Jeff Clark
 Subject: Eastside Fire & Rescue Non-Profit Formation

The Eastside Fire & Rescue (EF&R) Board has a long-standing goal of reexamining its Governance Model. In July 2019, the EF&R Board began the process to assess the potential of a new governance model.

History

- July 2019, EF&R Board approved contracting with attorneys Foster Garvey PC to present options for a governance model.
- September 2019, Foster Garvey PC provided a high-level overview of potential governance models, including RFA, Public Utility Model, Non-Profit Formation. The EF&R Board unanimously agreed to advance the Non-Profit Formation model.
- December 2019, Foster Garvey provided draft documents to the EF&R Board for review that includes; Articles of Incorporation, By-Laws, and an Interlocal Agreement. The EF&R Board unanimously agreed to move the discussion forward to the Finance & Administrative Committee (FAC) to vet the proposed documents.
- January – May 2020, the FAC reviewed and discussed the Non-Profit Formation documents. Numerous revisions were made, and the Local Union 2878 was consulted for input. On May 6, 2020, the FAC unanimously agreed to forward the revised draft documents to the EF&R Board for discussion.
- June 2020, the Fire Protection District 10 Board of Commissioner, who is also the Employer of Record, completed Legal review and proposed revisions to the documents (indicated in the attached red-lined documents).
- July 2020, the EF&R Board unanimously agreed to a timeline to finalize the Non-Profit Formation by year end. Each EF&R partner will review the documents with their legal and administrative teams.

As part of the review process, the EF&R Board has requested distribution of the Non-Profit documents to City Staff so that an internal review can be completed.



I will make myself available to assist if needed. The EF&R Board will be discussing this item at the September 10, 2020 Board meeting. We are hoping to have your internal review process completed before then.

Mike Sugg has placed me on the Sammamish City Council agenda for September 1, 2020 at Mayor Moran's request.

The Non-Profit Formation documents are attached and include the Articles of Incorporations, Interlocal Agreement, and Bylaws. I look forward to the discussion and to answer any questions you may have.

**BYLAWS
OF
EASTSIDE FIRE & RESCUE**

Article 1
OFFICES

The principal office of Eastside Fire & Rescue (the “Corporation”) shall be located at its principal place of business, initially 175 Newport Way Northwest, Issaquah, WA 98027, or such other place as the Board of Directors may designate. The Corporation may have such other offices as the Board of Directors may designate from time to time.

Article 2
DEFINITIONS

All capitalized terms used but not otherwise defined in these Bylaws have the meanings set forth in the Eastside Fire & Rescue Interlocal Agreement (the “Interlocal Agreement”).

Article 3
BOARD OF DIRECTORS

3.1 General Powers. The business and affairs of the Corporation shall be conducted under the direction of its Board of Directors as constituted under the Interlocal Agreement and Corporation’s Articles of Incorporation. The Board of Directors shall be deemed the “board of directors” as that term is used in the Washington Nonprofit Corporation Act, Chapter 24.03 RCW (the “Act”) and shall have all power and authority granted under the Interlocal Agreement.

3.2 Duties of Directors. Each director shall perform the duties of a director, including the duties as a member of any committee of the Board of Directors upon which the director may serve: (i) in good faith; (ii) with the care an ordinary prudent person in a like position would exercise under similar circumstances; and (iii) in a manner the officer reasonably believes to be in the best interests of the Corporation.

3.3 Composition of Board. The number, qualifications and appointment of the directors and alternates of the Board of Directors shall be as provided in the Interlocal Agreement. Each director shall serve at the pleasure of the Party that the director represents.

3.4 Term. Each director shall serve for terms as determined by the legislative body of the appointing Party, as provided in the Interlocal Agreement. However, any term will automatically terminate if the respective director is no longer an elected official of the appointing Party.

3.5 Vacancies. Any director vacancy in office shall be filled by the respective appointing Party, as provided in the Interlocal Agreement.

3.6 Resignation; Removal. A director may resign at any time, which shall be effective upon delivering notice of resignation to the Chair, or in the case of resignation by the Chair, to the

Vice Chair. Except as otherwise provided by law, directors may be removed from office only by action of the appointing Party, as provided in the Interlocal Agreement.

3.7 Compensation. Directors shall not receive compensation for their services as such, although the reasonable expenses of directors for attendance at Board of Directors meetings or otherwise directly incident to their duties as directors may be paid or reimbursed by the Corporation, as determined by the Board of Directors.

3.8 Standing or Temporary Committees. The Board of Directors may by motion or resolution form and appoint committees and task forces to assist the Board of Directors. Unless the motion or resolution creating a committee or task force specifies that it will conduct its affairs in accordance with the Washington Open Public Meetings Act (Chapter 42.30 RCW), such committee or task force may not act on behalf of the Board of Directors, conduct hearings or take testimony or public comment.

Article 4 MEETINGS OF BOARD OF DIRECTORS

4.1 Annual Meeting. Each calendar year, the Board of Directors shall designate one regular meeting as its annual meeting of the Parties, as required by RCW 24.03.075, and if not so designated, shall be the regular meeting in which officers of the Board of Directors are appointed. The failure to designate or hold an annual meeting at the time provided in these Bylaws does not affect the validity of any corporate action.

4.2 Regular Meetings. By resolution ~~or motion~~, the Board of Directors shall specify the date, time and place for the holding of regular meetings of the Board of Directors.

4.3 Special Meetings. The Chair of the Board of Directors or a majority of directors may call a special meeting of the Board of Directors in accordance with the requirements and procedures of the Open Public Meetings Act, which shall control over any contrary provision in the Act.

4.4 Place and Conduct of Meetings. All meetings shall be held at the principal office of the Corporation or at such other place so designated consistent with the Open Public Meetings Act. All meetings of the Board shall be held in compliance with the Open Public Meetings Act. The Board shall prepare minutes of its meetings, which shall be distributed regularly to the legislative bodies of the Parties.

4.5 Quorum. A majority of Directors (or alternates) constitutes a quorum for the transaction of any business at any meeting of the Board of Directors.

4.6 Participation by Telephone. Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of such Board of Directors or committee by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time and participation complies with the Open Public Meetings Act. Participation by such means shall constitute presence in person at a meeting.

4.7 Manner of Acting. The actions of the Board of Directors shall be by motion or resolution. Except as provided otherwise in the Interlocal Agreement, at least five directors or alternates shall approve a motion or resolution. The Board of Directors shall approve actions regarding changes to the revenue formula of the Corporation as provided in the Interlocal Agreement.

Article 5 OFFICERS

5.1 Positions. The officers of the Corporation shall consist of a Chair, a Vice Chair, a Secretary and a Treasurer. The Chair and the Vice Chair shall be elected by and from among the Board of Directors for annual terms ending on the date of each annual meeting. The Secretary and the Treasurer shall be appointed by the Fire Chief. Each officer shall hold office until a successor is selected. Other officers may be designated by the Board of Directors, and such other officers shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board of Directors. Any officer may be assigned by the Board of Directors any additional title that the Board of Directors deems appropriate. Any two or more offices may be held by the same person, except the offices of Chair and Secretary.

5.2 Chair. The Chair shall preside at all meetings of the Board of Directors and shall exercise and perform all duties incident to the office of Chair and such other duties as from time to time may be assigned by resolution or motion of the Board of Directors. The Chair shall sign deeds, leases, bonds, contracts or other instruments which the Board of Directors has approved and authorized to be executed, except in cases where the signing and execution is expressly delegated by the Board of Directors to some other officer or individual or is required by law to be otherwise signed or executed.

5.3 Vice Chair. In the absence of the Chair, the Vice Chair shall perform the duties of the Chair, except as may be limited by resolution of the Board of Directors, with all the powers of and subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as from time to time may be assigned by the Board of Directors.

5.4 Secretary. The Secretary shall be responsible for ensuring that minutes of meetings of the Board of Directors are recorded and maintained, and to the extent minutes of meetings of committees of the Board of Directors are recorded, that such minutes are maintained; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records of the Corporation or appoint such person or entity as is appropriate to act as such custodian; ensure that records are kept of the name and address of each director and each officer; sign with the Chair, or other officer authorized by the Chair or the Board of Directors, deeds, leases, bonds, contracts or other instruments; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board of Directors.

5.5 Treasurer. The Treasurer shall have charge of and be responsible for all funds and securities of the Corporation; ensure that monies due and payable to the Corporation from any source whatsoever are properly received and that receipts are given for said monies; ensure that

all such monies are deposited in the name of the Corporation in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws; and in general perform all of the duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the Board of Directors. If requested by the Board of Directors, at the Corporation's expense, the Treasurer shall give a bond for the faithful discharge of his or her duties in such amount and with such surety or sureties as the Board of Directors may determine.

5.6 Delegation. In the case of absence or inability to act of any officer or of any person herein authorized to act in his or her place, the Board of Directors may from time to time delegate the powers or duties of such officer to any other officer, any director or any other person whom it may select. The Chair may delegate duties or powers, in addition to those listed herein to officers and employees of the Corporation as necessary or appropriate to the conduct of the affairs of the Corporation.

5.7 Duty of Officers. An officer, with discretionary authority, shall discharge the officer's duties under that authority: (i) in good faith; (ii) with the care an ordinary prudent person in a like position would exercise under similar circumstances; and (iii) in a manner the officer reasonably believes to be in the best interests of the Corporation.

5.8 Election and Term of Office. The officers of the Corporation shall be elected each year by the Board of Directors at its annual meeting. Unless an officer dies, resigns, or is removed from office, he or she shall hold office until the next annual meeting of the Board of Directors or, if later, until his or her successor is elected.

5.9 Vacancies. A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Board of Directors for the unexpired portion of the term or for a new term established by the Board of Directors at any regular or special meeting of the Board of Directors.

5.10 Resignation. Any officer may resign at any time by delivering written notice to the Board of Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.11 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed from office, with or without cause, by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Article 6 STAFF AND CONSULTANTS

The Fire Chief shall be hired, disciplined and discharged by a majority vote of all directors of the Board of Directors. The Fire Chief shall report to and be supervised by the Board of Directors. The Board of Directors shall conduct annually an evaluation of the performance of the Fire Chief, or more frequently if requested by the Board of Directors or the Fire Chief. The Fire Chief shall hire, discipline, discharge and supervise all other employees and all volunteers of the Corporation and shall carry out all other duties specified by the Interlocal Agreement and as

determined by the Board of Directors. The Board of Directors may hire or retain legal counsel and independent auditors. The Board of Directors may hire or retain such other consultants as it may determine, subject to the Interlocal Agreement.

Article 7
INDEMNIFICATION

The indemnification rights and the right to advancement of expenses of the Corporation's directors, officers, employees and agents shall be as set forth in the Articles of Incorporation.

Article 8
ADMINISTRATIVE PROVISIONS

8.1 Books and Records. The Corporation shall keep the following records at its principal office:

- (a) Current copies of its Articles of Incorporation and Bylaws, as amended;
- (b) Correct and adequate records of accounts and finances;
- (c) A record of officers' and directors' names and addresses;
- (d) Minutes of the proceedings of its Board of Directors, and any minutes that may be maintained by committees having any authority of the Board of Directors; and
- (f) Such other records as may be necessary, advisable or required by the Act.

All books and records of the Corporation shall be subject to disclosure under the Public Records Act (Chapter 42.56 RCW) and other laws regarding inspection and copying of public records.

8.2 Fiscal Year. The accounting year of the Corporation shall be the twelve months ending December 31.

8.3 Loans to Directors and Officers Prohibited. No loans or advances shall be made by the Corporation to any of its directors or officers.

8.4 Seal. The Corporation need not have a corporate seal. If the Board of Directors adopts a corporate seal, the seal of the Corporation shall be circular in form and consist of the name of Eastside Fire & Rescue.

8.5 Amendment of Bylaws. These Bylaws may be amended or repealed by majority vote of the directors then in office at any meeting of the Board of Directors.

8.6 Priority of Interlocal Agreement. In the event of a conflict or inconsistency between these Bylaws and the Interlocal Agreement, the provisions of the Interlocal Agreement shall prevail.

CERTIFICATE OF ADOPTION

The undersigned Secretary of Eastside Fire & Rescue does hereby certify that the above and foregoing Bylaws of said Corporation were adopted by the Board of Directors as the Bylaws of said Corporation and that the same do now constitute the Bylaws of this Corporation.

DATED this ____ day of _____, 2020.

_____, Secretary

**ARTICLES OF INCORPORATION
OF
EASTSIDE FIRE & RESCUE**

The undersigned, acting as the incorporator of a nonprofit corporation under the provisions of the Washington Nonprofit Corporation Act, Chapter 24.03 RCW (the “Act”), and pursuant to the Washington Interlocal Cooperation Act, Chapter 39.34 RCW (the “Interlocal Cooperation Act”), hereby adopts the following Articles of Incorporation:

**Article 1
NAME**

The name of this corporation is Eastside Fire & Rescue (hereinafter referred to as the “Corporation”).

**Article 2
DURATION**

The period of duration of the Corporation is perpetual, unless dissolved by operation of law or otherwise.

**Article 3
PURPOSES AND POWERS**

3.1 The Corporation is organized on behalf of and as an instrumentality of its governmental members under the Eastside Fire & Rescue Interlocal Agreement (the “Agreement”) to carry out the essential governmental and police power functions of fire prevention, fire suppression, emergency medical, special rescue and hazardous materials incident response and other public health and safety services for the protection of public health, life and property.

3.2 In general, and subject to such limitations and conditions as are or may be prescribed by the Act, the Interlocal Cooperation Act, the Agreement, these Articles of Incorporation or the Bylaws of the Corporation, the Corporation shall have all powers which now or hereafter are conferred by law upon a nonprofit corporation and instrumentality of its governmental members organized for the purposes set forth in Section 3.1 above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the Corporation’s purposes.

**Article 4
LIMITATIONS**

4.1 Notwithstanding any of the provisions of these Articles of Incorporation, the Corporation shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Section 115 or Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time (the “Code”).

Articles of Incorporation
Page 1

FG:53554255.1

4.2 No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, except as otherwise permitted to an organization described in Section 115 or Section 501(c)(3) of the Code or any successor provisions. The Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

4.3 No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the Corporation is authorized or empowered to pay reasonable compensation for services actually rendered, to reimburse for actual expenditures and to make payments and distributions in furtherance of its purposes.

4.4 In the event of a conflict between or among the Act, the Agreement, these Articles of Incorporation and the Bylaws of the Corporation, the terms and conditions of the Agreement shall control.

Article 5
DISTRIBUTIONS UPON DISSOLUTION

No director, trustee, or officer of the Corporation, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Corporation or the winding up of its affairs. Upon dissolution or winding up of the Corporation, after paying or making adequate provision for payment of all of the liabilities, all remaining assets of the Corporation shall be distributed as set forth in the Agreement.

Article 6
MEMBERS

The members of the Corporation are the governmental entities then party to the Agreement. The manner of election or appointment and the qualification and rights of the members shall be as provided in the Agreement.

Article 7
INITIAL DIRECTORS

7.1 The business and affairs of the Corporation shall be managed by its Board of Directors in accordance with the Agreement, these Articles of Incorporation and the Bylaws of the Corporation. The Board of Directors may exercise all such corporate powers of the Corporation and do all such lawful acts to the fullest extent permitted by law.

7.2 The number of directors and the method of selecting directors shall be fixed as provided in the Agreement; provided that the initial directors, who shall hold office until their respective successors are selected in accordance with the Agreement, shall be eight (8) and are as follows:

Articles of Incorporation
Page 2

Name	Address
1. _____	175 Newport Way Northwest, Issaquah, WA 98027
2. _____	175 Newport Way Northwest, Issaquah, WA 98027
3. _____	175 Newport Way Northwest, Issaquah, WA 98027
4. _____	175 Newport Way Northwest, Issaquah, WA 98027
5. _____	175 Newport Way Northwest, Issaquah, WA 98027
6. _____	175 Newport Way Northwest, Issaquah, WA 98027
7. _____	175 Newport Way Northwest, Issaquah, WA 98027
8. _____	175 Newport Way Northwest, Issaquah, WA 98027

Article 8
LIMITATION OF DIRECTOR LIABILITY

8.1 Except to the extent otherwise required by applicable law (as presently in effect and as hereafter amended), a director of the Corporation shall not be personally liable to the Corporation for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director or (ii) for any transaction from which the director personally receives a benefit in money, property or services to which the director is not legally entitled.

8.2 If the Act is amended to authorize further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended, without any requirement of further action by the Corporation or its directors. No amendment to or repeal of this Article shall adversely affect any right of protection of any director of the Corporation occurring after the date of the adoption of this Article and prior to such amendment or repeal.

Article 9
INDEMNIFICATION

9.1 The Corporation shall indemnify any director of the Corporation who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the Corporation to the full extent allowed by applicable law, as presently in effect and as hereafter amended. By means of a resolution or of a contract specifically approved by the Board of Directors, the Corporation may indemnify a member, officer, employee, or agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the Corporation. Reasonable expenses incurred by a director, who is involved in any capacity in a proceeding by reason of the position held in the Corporation, shall be advanced by the Corporation to the full extent allowed by and on the conditions required by applicable law, as presently in effect and as hereafter amended, unless and until it is determined that such person is not entitled to be indemnified.

Articles of Incorporation
Page 3

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9.2 The Board of Directors shall have the right to designate the counsel who shall defend any person or entity that may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), the Agreement, these Articles of Incorporation, the Bylaws of the Corporation, a vote of the Board of Directors of the Corporation, or otherwise. No amendment to or repeal of this Article shall adversely affect any right of any member, director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

9.3 The Corporation may purchase and maintain insurance on behalf of any person who is a member, director, officer, employee, or agent of the Corporation or is serving at the request or consent of the Corporation as an officer, employee, or agent of another corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability incurred by such person because of such person’s status, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article.

9.4 Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the opinion of counsel, payment of such indemnification would cause the Corporation to lose its exemption from federal income taxation.

Article 10
BYLAWS

Provisions for the regulation of the internal affairs of the Corporation shall be set forth in the Bylaws of the Corporation. The authority to make, alter, amend or repeal bylaws is vested in the Board of Directors and may be exercised at any regular or special meeting of the Board in accordance with the Agreement.

Article 11
INITIAL REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Corporation is _____. The name of the initial registered agent of the Corporation at such address is: _____.

Article 12
INCORPORATOR

The name and address of the incorporator of the Corporation is Jeff Clark, 175 Newport Way Northwest, Issaquah, WA 98027.

IN WITNESS WHEREOF, the undersigned has signed these Articles of Incorporation on _____, 2020.

Jeff Clark, Incorporator

Articles of Incorporation
Page 4

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- F.** The Parties therefore desire to extend the operation of Eastside Fire & Rescue another five years to December 31, 2031, to incorporate Eastside Fire & Rescue as a nonprofit corporation, public body and instrumentality of the Parties, and to amend and replace in its entirety the 2017 Agreement in accordance with the terms and conditions of this new agreement ("Agreement").

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AGREEMENT

56 The Parties agree as follows:

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- 1. Definitions.** The following terms shall have the following meanings:
- 1.1. "Board of Directors" or "Board" means the joint board of Eastside Fire & Rescue, as described in Paragraph 3.
- 1.2. "Eastside Fire & Rescue" means the nonprofit corporation, public body and instrumentality of the Parties formed pursuant to this Agreement for operation and management of the combined operating fire departments of Issaquah, North Bend and Sammamish (collectively, the "Cities") and District 10 and District 38 (collectively, the "Districts").
- 1.3. "Fire Chief" means the chief of Eastside Fire & Rescue and the Joint Fire Department appointed by the Board of Directors.
- 2. Nonprofit Incorporation and Term.**
- 2.1. **Formation and Name.** The Parties hereby create Eastside Fire & Rescue.
- 2.2. **Incorporation.** The Parties shall incorporate Eastside Fire & Rescue as a nonprofit corporation, public body and instrumentality of the Parties pursuant to the Washington Nonprofit Corporation Act and as a tax-exempt organization under Section 115 and Section 501(c)(3) of the Code. The Parties may reorganize the form of Eastside Fire & Rescue in any manner as may be permitted by law and by amendment of this Agreement.
- 2.3. **Term.** This Agreement shall be effective on _____, and shall terminate on December 31, 2031. It shall be renewed automatically thereafter for successive ten-year terms.
- 3. Board of Directors.**
- 3.1. **Authority.** A Board of Directors shall administer, operate, and manage Eastside Fire & Rescue and all jointly owned or separately owned real and personal property of the Parties. The Board's authority shall include execution of contracts on behalf of Eastside Fire & Rescue for the provision

93 of goods and services, including the authority to enter into or amend existing
 94 or future employment contracts with the Fire Chief and such other
 95 employees as shall be authorized by the Board. The Board further shall
 96 have such additional authority as may from time to time be conferred on it
 97 by the legislative bodies of all of the Parties. Except as provided in
 98 paragraphs 7, 12.34 and 12.45, the Board shall have no authority to modify
 99 or revise the terms of this Agreement.
 100

101 3.2. **Appointment.** The Board of Directors shall consist of eight elected officials,
 102 each of whom shall be currently serving as elected officials of the governing
 103 body of one of the Parties. An "elected official" shall be a person elected by
 104 the voters to the governing body of one of the Parties, or duly appointed to
 105 such an elected position to fill a vacancy on such governing body. The
 106 Issaquah City Council shall appoint two Board members, the North Bend
 107 City Council shall appoint one Board member, the Sammamish City Council
 108 shall appoint two Board members, the District 10 Board of Fire
 109 Commissioners shall appoint two Board members, and the District 38 Board
 110 of Fire Commissioners shall appoint one Board member. Each Party also
 111 shall appoint one of its respective elected officials as an alternate Board
 112 member. If a Party must appoint two alternate Board members, the Party
 113 may appoint the same elected official to both of the alternate Board member
 114 positions. The Board members and the alternates shall serve at the
 115 pleasure of each respective Party.
 116

117 3.3. **Meetings.** A quorum of the Board of Directors shall consist of five members
 118 or their alternates. Unless actions of the Board are required by law to be in
 119 the form of a resolution, the actions of the Board may be by motion or
 120 resolution. Except as provided otherwise in this Agreement, at least five
 121 Board members or alternates shall approve a motion or resolution. The
 122 Board shall approve motions or resolutions regarding changes to the
 123 revenue formula of paragraph 7 by unanimous vote of the entire
 124 membership of the Board. All meetings of the Board shall be held in
 125 compliance with the Open Public Meetings Act, Chapter 42.30 RCW. The
 126 date, time, and place of the regular meetings of the Board shall be
 127 established by resolution of the Board. The Board shall prepare minutes of
 128 its meetings, which shall be distributed regularly to the legislative bodies of
 129 the Parties.
 130

131 3.4. **Committees and Task Forces.** The Board of Directors shall have authority
 132 to form and appoint committees and task forces to assist the Board in the
 133 performance of its duties and responsibilities.
 134

135 4. **Services.** The Board of Directors shall identify and provide services in accordance
 136 with applicable laws and regulations. Services within the boundaries of the Parties
 137 include, but are not limited to: fire prevention; fire suppression; emergency
 138 medical; non-emergency medical services under RCW 35.21.930; rescue; and

- 139 hazardous materials incident response. Within the boundaries of the Parties, the
 140 Board shall provide the following additional services in conformance with City and
 141 County ordinances: fire code inspection and enforcement; fire code pre-
 142 construction building plan review. The Parties recognize that King County has
 143 statutory jurisdiction to enforce the Fire Marshal provisions of the County Code
 144 within the unincorporated areas served by the Parties.
 145
- 146 **5. Budget.** The Fire Chief or designee shall prepare a proposed budget for a
 147 succeeding year or biennium and a multi-year projection pursuant to a process
 148 established by the Board of Directors. The process shall meet the service needs
 149 and requirements of this Agreement and shall comply with applicable laws and
 150 regulations. The legislative bodies of the Parties shall adopt a budget before the
 151 end of the year or biennium in accordance with applicable laws and regulations.
 152 The Board may submit a recommended budget amendment to the legislative
 153 bodies of the Parties, which may adopt a budget amendment in accordance with
 154 applicable laws and regulations. The Board of Directors shall establish a
 155 benchmark to evaluate cost effectiveness.
 156
- 157 **6. Finances -- Special Fund.** The Board of Directors shall create a special operating
 158 fund at the King County Financial Management Office for the payment of the
 159 operating costs and expenses of Eastside Fire & Rescue. The Board shall be
 160 responsible for the proper management and accounting of all funds of Eastside
 161 Fire & Rescue. The financial affairs of the Board shall be conducted in accordance
 162 with applicable laws and regulations.
 163
- 164 **7. Revenues -- Financial Contributions.** Each Party shall contribute funds to
 165 support the maintenance and operation of Eastside Fire & Rescue in accordance
 166 with the annual revenue formula of this paragraph. The Parties shall pay the
 167 financial contributions in equal monthly installments or as otherwise approved by
 168 the Board. The revenue formula ~~for the 2015~~and annual financial contributions of
 169 the Parties is set forth in **Exhibit A**, which is attached and incorporated into this
 170 Agreement. The Board of Directors may approve a change in the revenue formula
 171 pursuant to paragraph ~~53.3~~. Any amendment to the revenue formula shall take into
 172 account the Parties as a whole and individually, considering any criteria deemed
 173 appropriate by the Board. The amended revenue formula shall be filed with the
 174 Secretary of the Board and shall be attached to this Agreement. A Party that has
 175 filed a notice of withdrawal from Eastside Fire & Rescue pursuant to paragraph
 176 16.1 shall not participate in any vote regarding the consideration and approval of
 177 an amendment to the revenue formula that is effective after the withdrawal. ~~The~~
 178 ~~Parties also shall contribute all emergency medical service taxes~~~~Each party shall~~
 179 ~~also contribute all emergency medical service taxes received by the party~~Party.
 180
- 181 **8. Major Capital Expenditures -- Borrowing and Cash Contributions.** Major
 182 capital expenditures for real or personal property necessary for the proper
 183 operation of Eastside Fire & Rescue may be financed using: annual fund
 184 contributions from each Party established under the budget and revenue formula
 185 processes in paragraphs 5 and 7 (i.e., pay as you go); the issuance of bonds, notes

186 or other evidences of indebtedness (i.e., borrowing); or any combination of both.
 187 The Board of Directors shall determine the specific approach for any financing,
 188 based on its consideration of factors it determines most relevant, including without
 189 limitation, the schedule for making the capital expenditure and achieving the lowest
 190 interest cost to Eastside Fire & Rescue and the Parties.
 191

192 8.1. **Borrowing.** Any borrowing may be carried out: by Eastside Fire & Rescue
 193 itself; by or through any Party or third-party issuer on behalf of Eastside Fire
 194 & Rescue or on behalf of one or more other Parties; or any combination of
 195 both. Subject to the approval of the legislative bodies of each of the Parties,
 196 the Board of Directors shall determine the specific Party covenants for any
 197 borrowing, which may provide: that each Party is obligated to pay its share
 198 of costs of the borrowing without regard to the payment or lack thereof by
 199 any other Party; or, that upon the default of any Party in the payment of its
 200 share of borrowing obligations, the other Parties shall promptly pay the
 201 defaulting Party's payment obligation in proportion to those Parties'
 202 payment obligations; or other Party covenants.
 203

204 8.2. **Cash Contributions.** Any Party may determine to provide for the payment
 205 of its share of capital costs with available cash or by financing those costs
 206 independently of Eastside Fire & Rescue.
 207

208 **9. Employer.** Eastside Fire & Rescue shall serve as the employer of all employees
 209 and volunteers and shall employ all necessary employees and volunteers for
 210 purposes of this Agreement, pursuant to applicable laws and regulations. District
 211 10 shall assign, and Eastside Fire & Rescue shall assume, all existing collective
 212 bargaining agreements, employment contracts and agreements with non-
 213 represented employees- with respect to employees of District 10. The Parties
 214 hereby delegate to, and Eastside Fire & Rescue hereby accepts, all retirement
 215 system obligations of the Parties with respect to the employees of District 10. To
 216 the extent required by law, Eastside Fire & Rescue hereby elects to participate in
 217 the public employee retirement systems of the State in which the employees of
 218 District 10 participate. The adopted budget for Eastside Fire & Rescue shall
 219 contain sufficient funds to pay all wages, salaries, employment benefits, payroll
 220 taxes, and other expenses of employees and volunteers. Eastside Fire & Rescue
 221 shall pay the LEOFF 1 benefits that the employer is obligated to pay to the LEOFF
 222 1 firefighters who retired as employees of the fire departments of the Parties prior
 223 to commencement of Eastside Fire & Rescue and who retired as employees of
 224 District 10 after commencement of Eastside Fire & Rescue ("LEOFF 1 Payments").
 225 The LEOFF 1 payments shall be deemed a liability of Eastside Fire & Rescue, for
 226 which each Party shall remain liable and responsible after withdrawal from
 227 Eastside Fire & Rescue or after expiration of this Agreement, in accordance with
 228 the revenue formula provided for in paragraph 7 in effect at the time of notice of
 229 withdrawal or the expiration of this Agreement. In addition to the LEOFF 1
 230 payments, District 10 may request the Parties to share other costs, expenses and
 231 liabilities for any claims, judgments, damages or expenses arising from District 10's
 232 Employer status arising prior to the date Eastside Fire & Rescue assumes

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233 Employer status by filing a written request with the Board of Directors. The Board
 234 of Directors shall approve or deny the request within 30 days of receipt of the
 235 request using procedures and guidelines to be adopted by the Board and subject
 236 to the provisions set forth in paragraphs 3.3 and 7. Liability claim should be handled
 237 the same as 17.2.

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238
 239 **10. Employees.** The Fire Chief shall be hired, disciplined and discharged by a
 240 majority vote of all members of the Board of Directors. The Fire Chief shall report
 241 to and be supervised by the Board. The Board shall conduct annually an evaluation
 242 of the performance of the Fire Chief, or more frequently if requested by the Board
 243 or the Fire Chief. The Fire Chief shall hire, discipline, discharge and supervise all
 244 other employees and all volunteers of Eastside Fire & Rescue.

245 **11. Fire Marshal Appointment.** Each City, in accordance with its respective fire code,
 246 shall appoint the Fire Marshal of Eastside Fire & Rescue as the fire marshal and
 247 fire prevention officer of the City. The Fire Marshal, while acting as the fire marshal
 248 and fire prevention engineer of the City, shall report to and be supervised by the
 249 city manager or city administrator, as applicable, of the City. The Fire Marshal shall
 250 cooperate with city building officials and the city administrator or city manager, as
 251 applicable, to administer, enforce and carry out the City's fire code. All court costs
 252 and other legal costs incurred in the enforcement of the City's fire code shall be
 253 paid by the City and shall not be considered an operating expense of Eastside Fire
 254 & Rescue. Any award of costs, attorneys' fees, penalties or fines in an enforcement
 255 action shall be the property of the City.

256 **12. Property Ownership and Funding.** All real and personal property that is acquired
 257 by one or more Parties for use by Eastside Fire & Rescue shall be owned and
 258 funded as follows:

259 **12.1. Real Property Ownership.** All real property that is acquired by a Party
 260 prior to becoming a member of Eastside Fire & Rescue shall remain the real
 261 property of that Party. Upon becoming a member of Eastside Fire & Rescue,
 262 the Party shall file with the Board of Directors an inventory of such before-
 263 acquired real property. All real property acquired jointly by two or more
 264 Parties after becoming members of Eastside Fire & Rescue shall be the
 265 joint real property of those Parties, and all real property acquired separately
 266 by a Party after becoming a member of Eastside Fire & Rescue shall be the
 267 separate real property of that Party. Eastside Fire & Rescue shall have
 268 exclusive access to and control over all real property listed in Exhibit B.

269 **12.2. Personal Property Ownership.** Upon becoming a member of Eastside
 270 Fire & Rescue, a Party shall file with the Board of Directors an inventory, a
 271 statement of fair market value and a depreciation schedule of all personal
 272 property acquired by the Party prior to becoming a member of Eastside Fire
 273 & Rescue. **Exhibit B**, which is attached and incorporated into this
 274 Agreement, lists and describes personal property of the Parties over which
 275 Eastside Fire & Rescue has exclusive access to and control over, and

- 276 indicates whether the personal property of a Party is considered separate
 277 personal property of the Party or joint personal property of Eastside Fire &
 278 Rescue.
- 279 **12.3. Eastside Fire & Rescue Property Ownership.** All real and personal
 280 property that is owned by Eastside Fire & Rescue is listed and described in
 281 **Exhibit C.**
- 282 **12.4. Personal Property Replacement.** The Board of Directors shall fund,
 283 replace, value, and depreciate all personal property listed and described in
 284 **Exhibit B** and **Exhibit C**, including the establishment and funding of a
 285 special account for replacement of personal property. In conjunction with
 286 the biennial or annual budget process of paragraph 5, the Board may, by
 287 motion, amend **Exhibit B** and **Exhibit C**. The motion shall be reduced to
 288 writing, shall be filed with the Secretary of the Board, and shall be attached
 289 to this Agreement.
- 290 **12.5. Real Property Maintenance and Repair.** The Board of Directors shall fund
 291 the maintenance and repair of all real property in accordance with **Exhibit**
 292 **C** and **Exhibit D**. **Exhibit D** shall include the establishment and funding of
 293 a special account for maintenance and repair of real property. In conjunction
 294 with the biennial or annual budget process of paragraph 5, the Board may,
 295 by motion, amend **Exhibit C** and **Exhibit D**. The motion shall be reduced to
 296 writing, shall be filed with the Secretary of the Board, and shall be
 297 attached to this Agreement.
- 298 **12.6. Improvements to Real Property.** The Board of Directors shall determine
 299 and carry out all improvements to real property. Upon request by a Party or
 300 Parties, the Board may carry out improvements to separate real property
 301 that are paid for entirely by a Party or Parties.
- 302 **13. Indemnification and Hold Harmless.** Each Party shall protect, defend,
 303 indemnify, and hold harmless all other Parties to this Agreement, and their officers,
 304 employees and agents, from any and all costs, claims, judgments or awards of
 305 damages, arising out of or in any way resulting from the negligent acts or omissions
 306 of such Party, and its officers, employees and agents, in performing or
 307 administering this Agreement. Eastside Fire & Rescue shall protect, defend,
 308 indemnify, and hold harmless the Parties to this Agreement, and their officers,
 309 employees and agents, from any and all costs, claims, judgments or awards of
 310 damages, arising out of or in any way resulting from the negligent acts or omissions
 311 of Eastside Fire & Rescue, and its officers, employees and agents, in performing
 312 or administering this Agreement.
- 313 **14. Insurance.** The Board of Directors shall provide insurance coverage for all
 314 operations, facilities, equipment, and personnel of Eastside Fire & Rescue.

315 **15. Operational Rules and Regulations.** The Board of Directors shall, from time to
 316 time, adopt and implement necessary rules and regulations consistent with this
 317 Agreement to govern operations of Eastside Fire & Rescue.

318 **16. Withdrawal by Party.**

319 **16.1. Right to Withdraw.** Any Party may withdraw from Eastside Fire & Rescue
 320 at the end of the initial term, or at the end of any successive ten-year term,
 321 by filing with the other Parties a notice of withdrawal in January of 2029 or
 322 in January of the eighth year of any succeeding term, as applicable.

323 **16.2. Responsibility and Liability Upon Withdrawal.** If Eastside Fire & Rescue
 324 lays off any employees as a result of the withdrawal, the withdrawing Party
 325 shall be responsible for payment of accrued employee benefits,
 326 continuation of employee benefits required by law and unemployment
 327 compensation for a period not to exceed five years. For purposes of this
 328 paragraph, "employee" means an individual whose employment with
 329 Eastside Fire & Rescue has been terminated as a direct result of the Party
 330 withdrawing from Eastside Fire & Rescue. If the withdrawing Party
 331 establishes its own fire department upon withdrawal, it shall collectively
 332 bargain with the International Association of Firefighters Local 2878
 333 ("Union") and assume employment of laid-off employees. Employment with
 334 the withdrawing Party shall fall under the collective bargaining agreement
 335 ("CBA") negotiated between Eastside Fire & Rescue and the Union. Upon
 336 expiration of the CBA, the withdrawing Party and the Union shall re-
 337 negotiate. If the withdrawing Party contracts for service with another entity,
 338 the Party shall collectively bargain with the Union and transition employment
 339 of laid-off employees to the new entity providing service. After withdrawal,
 340 the withdrawing Party shall remain liable and responsible for its pro rata
 341 share of all liabilities, payments and obligations incurred by or attributed to
 342 Eastside Fire & Rescue during the membership of the withdrawing Party in
 343 Eastside Fire & Rescue, in accordance with the revenue formula provided
 344 for in paragraph 7 in effect at the time of notice of withdrawal. In addition,
 345 the withdrawing Party shall be liable for all expenses incurred by Eastside
 346 Fire & Rescue attributable to requests and directions made by the
 347 withdrawing Party pursuant to withdrawal, including payment of overtime if
 348 the withdrawing Party requests that Eastside Fire & Rescue refrain from
 349 hiring employees prior to withdrawal. Within 30 days after the date of
 350 withdrawal, Eastside Fire & Rescue shall settle with the withdrawing Party
 351 all liabilities, payments and obligations that became fixed on or before the
 352 date of withdrawal. Within 30 days after any liabilities, payments or
 353 obligations become fixed after the date of withdrawal, Eastside Fire &
 354 Rescue shall settle such liabilities, payments and obligations with the
 355 withdrawing Party.

356 **16.3. Return of Property.** The Board shall return all separate real property and
 357 separate personal property as identified in the Exhibits, ~~bits~~, to the

358 withdrawing Party on or before the effective date of withdrawal. The Board
 359 shall determine the fair market value of all joint real property and joint
 360 personal property. The withdrawing Party on or before the effective date of
 361 withdrawal shall receive or pay, as applicable, in cash or property, its
 362 percentage or ratio of the net fair market value of the joint real property and
 363 the joint personal property, in accordance with the withdrawing Party's
 364 equity in Eastside Fire & Rescue as determined by the financial statements
 365 of Eastside Fire & Rescue for the year of withdrawal. If the withdrawing
 366 Party disputes the Board's determination of fair market value of the joint real
 367 property or joint personal property, the withdrawing Party shall pay for and
 368 accept an appraisal of the fair market value of the property by an appraiser
 369 selected by the Party and the Board.

370 **17. Termination by All Parties.** Upon expiration of this Agreement, including
 371 automatic renewals thereof, the Parties shall be governed by the following
 372 provisions:

373 **17.1. Preference in Hiring.** Any Party that establishes a new fire department
 374 upon expiration of this Agreement shall collectively bargain with the Union
 375 and assume employment of laid-off employees of Eastside Fire & Rescue.
 376 Employment with the Party shall fall under the CBA negotiated between
 377 Eastside Fire & Rescue and the Union. Upon expiration of the CBA, the
 378 Party and the Union shall re-negotiate. Any Party that contracts for service
 379 with another entity upon expiration of this Agreement shall collectively
 380 bargain with the Union and transition employment of laid-off employees to
 381 the new entity providing service.

382 **17.2. Liability.** A Party shall remain liable and responsible for its pro rata share
 383 of all liabilities, payments and obligations incurred by or attributed to
 384 Eastside Fire & Rescue during the membership of the Party in Eastside Fire
 385 & Rescue, in accordance with the revenue formula of paragraph 7 for the
 386 last year of Eastside Fire & Rescue.

387 **17.3. Return of Property.** The Board shall return all separate real and personal
 388 property, as identified in the Exhibits, to each Party. The Board shall
 389 determine the fair market value of all joint real property and all joint personal
 390 property. Each Party shall receive or pay, as applicable, in cash or property,
 391 its percentage or ratio of the net fair market value of the joint real property
 392 and personal property, in accordance the Party's equity in Eastside Fire &
 393 Rescue as determined by the financial statements of Eastside Fire &
 394 Rescue for the last year of Eastside Fire & Rescue. If a Party disputes the
 395 Board's determination of fair market value of the property, the Party shall
 396 pay for and accept an appraisal of the fair market value of the property by
 397 an appraiser selected by the Party and the Board.

398 **18. Annexations.** The Parties acknowledge that upon annexation by a City of the
 399 territory of a District, the provisions of RCW 35.02.190, 35.02.200, 35.02.205,

400 35A.14.380, 35A.14.801 and 35A.14.400 require, in some cases, the transfer of
 401 assets and/or payment of cash, properties or contracts for services between the
 402 City and the District. The Parties agree that the asset transfer and payment
 403 required by such statutes shall be accounted for on the financial statements and
 404 audit reports of Eastside Fire & Rescue, and that the final accounting for the asset
 405 transfer and payment shall occur on withdrawal of a City or a District from Eastside
 406 Fire & Rescue or on expiration of this Agreement, as applicable. The Parties further
 407 agree that the annual financial contributions of the City and the District involved in
 408 the annexation, pursuant to the revenue formula, shall be changed for the annexed
 409 territory on the date that the City is entitled to receive property taxes from the
 410 annexed territory.

411 **19. Incorporations.** If a city formed subsequent to execution of this Agreement
 412 incorporates within all or a portion of a District, all powers, duties and decisions to
 413 be made by the District pursuant to Chapters 35.02, 35A.14 and 52.04 RCW, as
 414 presently existing or as amended, shall be exercised by the Board of Fire
 415 Commissioners rather than the Board of Directors.

416 **20. Volunteers.** Eastside Fire & Rescue acknowledges the role and need for
 417 volunteers and shall make available opportunities for citizens of the Parties to
 418 volunteer in their communities by taking active efforts to recruit, train and maintain
 419 volunteers.

420 **21. Addition of Parties.** The legislative body of a governmental agency or entity that
 421 either abuts or is in close proximity to a Party may adopt and file with the Board of
 422 Directors a resolution to join Eastside Fire & Rescue. Upon receipt of the request,
 423 the Board of Directors, by affirmative vote of a majority of the entire membership
 424 of the Board, may by motion or resolution authorize consideration of the request
 425 through a plan and process adopted by such motion or resolution. The plan and
 426 process shall include necessary amendments to this Agreement and a schedule
 427 for and components of such consideration, which schedule and components shall
 428 include, but not be limited to a written report of the operational and financial impact
 429 on and philosophical compatibility with Eastside Fire & Rescue. The Board, by
 430 affirmative vote of a majority of the entire membership of the Board, shall submit
 431 its recommendation regarding the request to the governing bodies of all Parties.
 432 To be effective, a request to join Eastside Fire & Rescue, and any necessary
 433 amendments to this Agreement, shall be approved by resolution of all of the
 434 governing bodies of the Parties. If a Party has filed a notice of withdrawal from
 435 Eastside Fire & Rescue pursuant to paragraph 16.1, that withdrawing Party shall
 436 not participate in any vote regarding the consideration and approval of a new Party
 437 of Eastside Fire & Rescue. The membership of the Parties, for voting purposes on
 438 the request to join Eastside Fire & Rescue, shall be determined without the
 439 participation of the withdrawing Party.

440 **22. Liaison/Administrator.** The Fire Chief shall assign one employee to serve as a
 441 Fire Liaison/Administrator to each Party. The fire liaison/administrator shall
 442 perform duties as requested by the Fire Chief, which may include attendance at

443 Party governing body or staff meetings; provided, that these duties shall not, in the
444 opinion of the Fire Chief, interfere with or be disruptive to the overall operation and
445 management of Eastside Fire & Rescue.

446 **23. Notices.** All notices, requests, demands and other communications required by
447 this Agreement shall be in writing and, except as expressly provided elsewhere in
448 this Agreement, shall be deemed to have been given at the time of delivery if
449 personally delivered or three calendar days after the time of mailing if mailed by
450 first class mail, postage prepaid.

451 **24. Severability.** If any provision of this Agreement or its application is held invalid,
452 the remainder of this Agreement or the application of the remainder of this
453 Agreement shall not be affected.

454 **25. Survivorship.** The rights and duties of paragraphs 9, 13, 16.2, 17.1 and 17.2 shall
455 survive expiration of this Agreement.

456 **26. Entire Agreement -- Modification.** This Agreement represents the entire
457 agreement between the Parties. No change, termination or attempted waiver of
458 any of the provisions of this Agreement shall be binding on any of the Parties
459 unless executed in writing by authorized representatives of all of the Parties. This
460 Agreement shall not be modified, supplemented or otherwise affected by the
461 course of dealing between the Parties.

462 **27. Benefits.** This Agreement is entered into for the benefit of the Parties to this
463 Agreement only and shall confer no benefits, direct or implied, on any third
464 persons.

465 **28. Amendment of Original Agreement, 2008 Agreement, 2015 Agreement and**
466 **2017 Agreement.** The 2017 Agreement is amended and replaced in its entirety
467 by this Agreement; provided, that the property inventories filed by the Parties
468 pursuant to the Original Agreement, the 2008 Agreement or the 2015 Agreement
469 shall remain valid, unless modified by Section 12.2 of this Agreement, and the
470 indemnification and hold harmless provisions of the Original Agreement, the 2008
471 Agreement, the 2015 Agreement and the 2017 Agreement shall survive.

472 **CITY OF ISSAQUAH** **KING COUNTY FIRE DISTRICT NO. 10**

473
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477 By _____ By _____

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479 Date _____ Date _____

480
481 **CITY OF NORTH BEND** **FIRE DISTRICT 38**

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By _____

Date _____

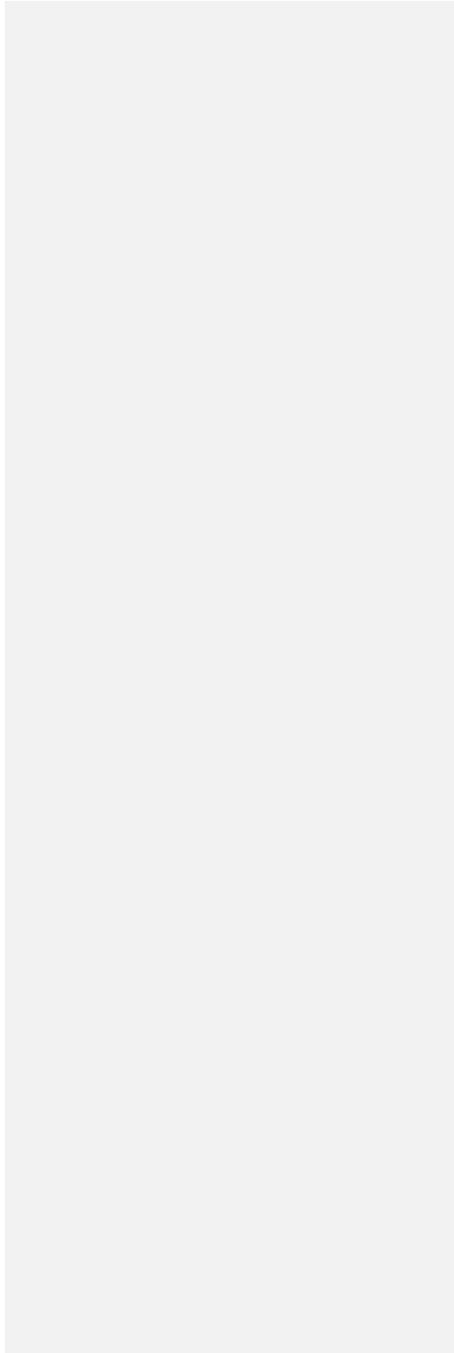
CITY OF SAMMAMISH

By _____

Date _____

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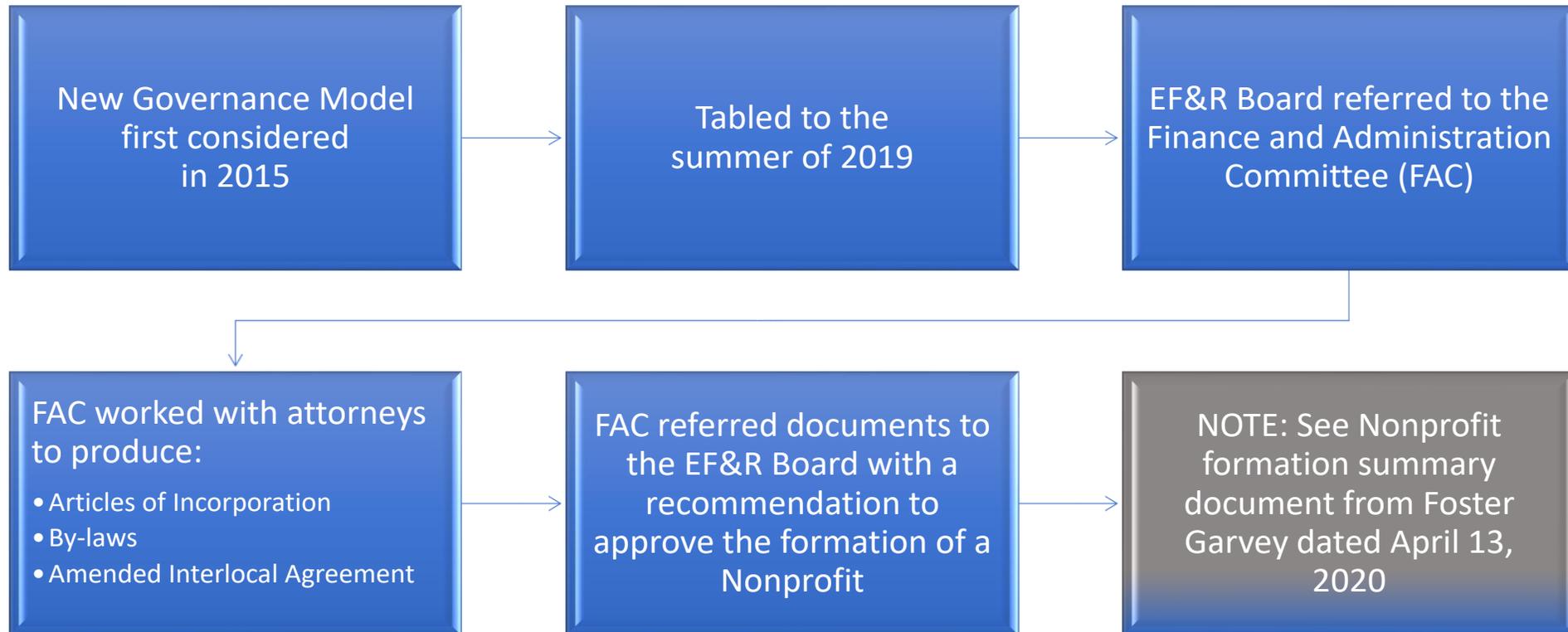


EASTSIDE FIRE & RESCUE TRANSITIONING TO GOVERNMENTAL NON-PROFIT



Excellence in Service • Dedication to Community
PROUDLY SERVING: ISSAQUAH, NORTH BEND, SAMMAMISH, FIRE DISTRICTS 38 & 10 INCLUDING CARNATION

HOW DID WE GET HERE?



PROBLEMS WE ARE TRYING TO SOLVE

01

Share the liability
for the Employer of
Record

02

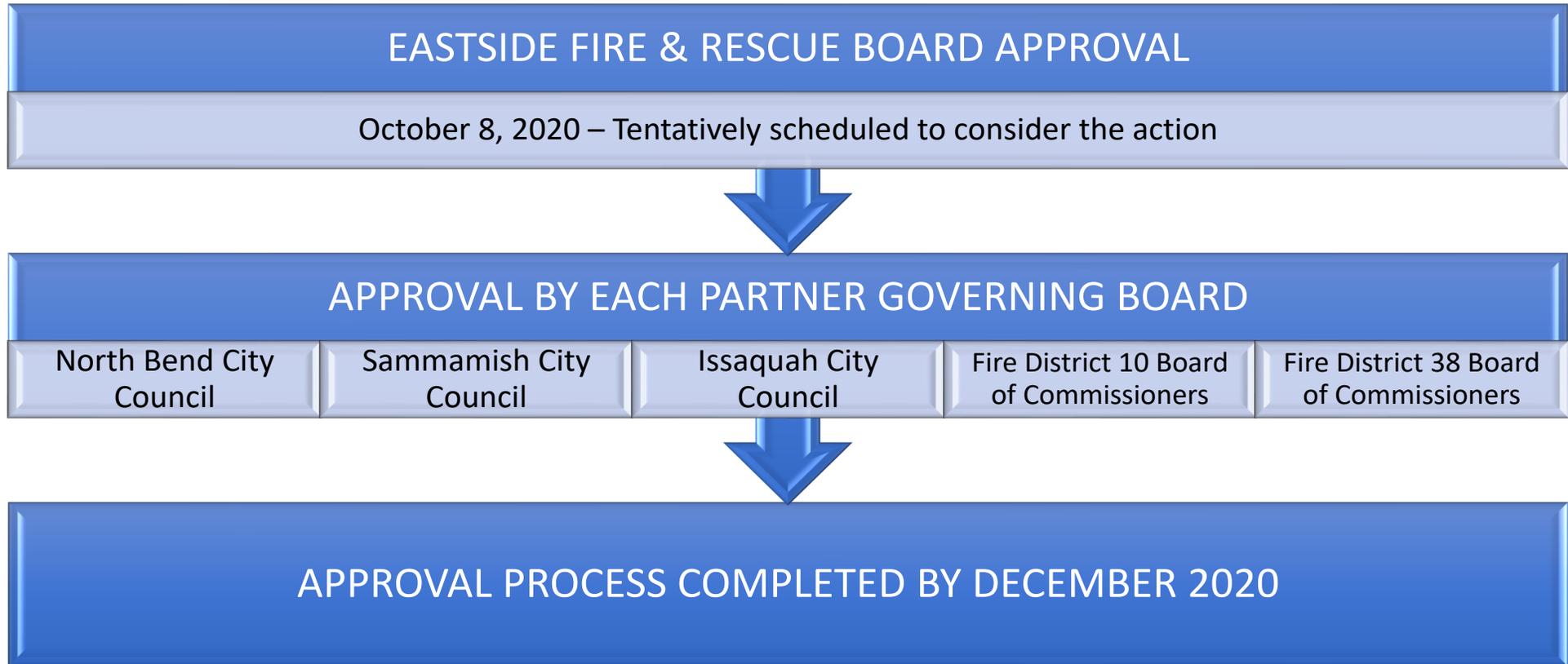
Establish a joint
entity that can own
assets

03

Ensure employees
remain government
employees



WHAT IS REQUIRED?



Excellence in Service • Dedication to Community

PROUDLY SERVING: ISSAQUAH, NORTH BEND, SAMMAMISH, FIRE DISTRICTS 38 & 10 INCLUDING CARNATION

Agenda Bill
City Council Regular Meeting
September 01, 2020



SUBJECT:	Update: Tent City 4		
DATE SUBMITTED:	September 01, 2020		
DEPARTMENT:	City Manager's Office		
NEEDED FROM COUNCIL:	<input type="checkbox"/> Action	<input type="checkbox"/> Direction	<input checked="" type="checkbox"/> Informational
RECOMMENDATION:	Informational update.		
EXHIBITS:			
BUDGET:			
Total dollar amount		<input type="checkbox"/> Approved in budget	
Fund(s)		<input type="checkbox"/> Budget reallocation required	
		<input checked="" type="checkbox"/> No budgetary impact	
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:
 Informational update on Tent City 4.

KEY FACTS AND INFORMATION SUMMARY:
 On August 18, 2020, the City Council granted an extension of Tent City 4's temporary homeless encampment permit to September 20, 2020 due to the COVID-19 emergency. They also held a discussion on the potential for Tent City 4 to move to an alternative site within the City, which was Faith United Methodist Church in Klahanie. At the time, it was unclear whether Faith United would be able to host Tent City as the necessary internal approvals had not been received.

Following the meeting, staff were notified that Faith United obtained the internal approvals needed to host Tent City 4 on their property and they will be working toward submitting a permit application. Additionally, the current host, Mary Queen of Peace, informed staff they would be willing to extend Tent City 4's stay on their property for an additional "couple of weeks" to allow time for the permit to be processed for the Faith United site.

The City's municipal code contains provisions regulating temporary homeless encampments ([SMC 21A.70.195](#)). The Code allows homeless encampments to operate within Sammamish for up to four consecutive months, and it allows no more than one homeless encampment in the city in any 365 day period. In order to allow Tent City 4 to move to the Faith United site, the City Council will need to grant an exception from these time limitations. However, all other code requirements, such as the neighborhood meeting and plans for parking, transportation and security, would still apply.

Staff will return to the City Council on September 15 with an ordinance exempting Tent City 4 from the time requirements in the Code to allow their permit to be processed for the Faith United site. Staff have also scheduled a public hearing on that ordinance, which will be published on Monday, August 31, 2020 to allow 14 days of notice before the hearing. If the Council does not wish to consider this ordinance, staff will cancel the public hearing.

Agenda Bill

City Council Regular Meeting
September 01, 2020



SUBJECT:	City of Sammamish comment letter to Issaquah School District regarding proposed High School #4 and Elementary School #17 - Providence Heights Campus	
DATE SUBMITTED:	August 26, 2020	
DEPARTMENT:	Community Development	
NEEDED FROM COUNCIL:	<input type="checkbox"/> Action <input checked="" type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Should the City Council finalize the draft comment letter to the Issaquah School District regarding the proposed High School #4 and Elementary School #17 at the Providence Heights Campus?	
EXHIBITS:	1. Exhibit 1 - Draft Letter to Issaquah School District Regarding Proposed Providence Heights School Campus	
BUDGET:		
Total dollar amount		<input type="checkbox"/> Approved in budget
Fund(s)		<input type="checkbox"/> Budget reallocation required
		<input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Following the August 18, 2020 City Council meeting, staff have incorporated Council comment into the draft letter to the Issaquah School District regarding the District's proposed new school campus at Providence Heights.

The revised letter for Council consideration is included as Exhibit 1. The Council is asked to review the draft letter and provide direction to the City Manager.



801 228th Avenue SE ■ Sammamish, WA 98075 ■ phone: 425-295-0500 ■ fax: 295-295-0600 ■ web: www.sammamish.us

September 1, 2020

Thomas C. Mullins
 Director of Capital Projects
 Issaquah School District
 565 NW Holly Street
 Issaquah, WA 98027
mullinst@issaquah.wednet.edu
 425-864-2059

RE: Issaquah School District Proposed High School #4 and Elementary #17 – Providence Heights Campus

Mr. Mullins,

The City of Sammamish supports Issaquah School District's addition of a new high school and a new elementary school as essential to serve the needs of the Sammamish and Issaquah communities. The City of Sammamish also recognizes the inherent complexity and challenge in siting and constructing these schools in a way that minimizes impacts to the surrounding community that the District serves. At the same time, the City of Sammamish is concerned that, if not properly designed and constructed, this proposed school campus project could have significant adverse impacts on the Sammamish community. City of Sammamish concerns are as follows:

- 1) **Environmental Impacts.** The proposed new school campus is on a wooded parcel that represents the character and interests of the City of Sammamish. This segment of 228th Ave SE is a character defining gateway to the City. The City is concerned that tree removal, grading, and the use of retaining walls along the project frontage will significantly impact the character of this gateway in favor of solving internal site design challenges. Tree removal, grading, and the use of retaining walls should be limited to the minimum necessary for street connection and should not be used to resolve internal site grading challenges. Any retaining walls used to resolve grading challenges should be placed sufficiently back from the Right of Way, at least 75 feet, so as to not cause tree removal and impact to the character of this important gateway to Sammamish.
- 2) **Frontage Improvements and Right of Way Permit Requirements.** The City of Sammamish is responsible for reviewing and permitting all required frontage improvements along 228th Ave SE. The applicant will need to submit for a Right of Way Permit with the City of Sammamish. The review of the permit will ensure the design conforms to the City of Sammamish standards for access, roadway, traffic, and storm drainage design per adopted City of Sammamish code for all portions of the project within the Sammamish City limits and Right of Way. The City strongly encourages early submittal for a Right of Way permit to ensure adequate time for City review and if needed, design correction.

City of Sammamish Preliminary Comments
 Issaquah School District Proposed High School #4 and Elementary School #17 – Providence Heights Campus

Page 1 of 3

- 3) **Campus Access.** The City is concerned with the proposal of a single point of access into the proposed school campus. City experience with a single point of access to schools off the main arterial of 228th Avenue indicates this type of design may significantly hinder traffic movement in a manner that will subsequently require a secondary access be constructed. It has been the City's experience that separation of emergency vehicle and bus traffic into a separate access point can improve impacts to traffic on the adjacent roadway. The City is also concerned with the expected increase in nonmotorized activity that will be generated because of the two schools and wanting to ensure the safety of pedestrians and bicyclists to the greatest extent possible. The City will continue to work with the School District's design consultant to address our concerns.
- 4) **Surrounding Transportation Network Impacts.** The City is concerned with potential impacts the school campus may have on the surrounding intersections in the area along 228th Ave SE. The City of Issaquah is installing a new traffic signal to the south at the entrance to Providence Point, and there are several unsignalized intersections immediately to the north of this project. Traffic generated from this new school campus will have an impact on the City of Sammamish and City of Issaquah's collective transportation networks. Special consideration to maintaining movement of emergency vehicles on public streets should be made. Further, 228th Ave SE is one of few points of egress from the City. The City of Sammamish has a concern that in an emergency event, congestion around this new campus could result in reduced capacity of this crucial egress corridor. The City will continue to work with the School District's design consultants to determine if there will be a City of Sammamish request for additional traffic related SEPA mitigation measures for this project.
- 5) **Stormwater Management and Facility Design.** Stormwater management for this project necessarily comes, at least in part, within the City of Sammamish's jurisdiction. The City of Sammamish has adopted the 2016 King County Surface Water Design Manual (KCSWDM) and the Sammamish Addendum to the 2016 KCSWDM. The City of Issaquah has adopted the Department of Ecology's Stormwater Management Manual for Western Washington and the 2017 City of Issaquah Addendum. There are significant differences in the requirements of each of these Manuals as it relates to sensitive water bodies and protection of critical areas. The King County Manual adopted by the City of Sammamish with a 2016 Sammamish Addendum generally viewed as more protective of sensitive streams and habitats such as the Kokanee spawning waters of Laughing Jacob's Creek. The City of Sammamish will require that the project's stormwater management plans meet the City's adopted requirements and will be particularly interested in how the stormwater design for this project may impact the sensitive spawning streams to both the north and south of this project. The City will continue to work with the School District's design consultant to address our concerns.
- 6) **Re-direction of Stormwater.** The City is concerned that the stormwater design and grading plans for this large campus will result in the direction of stormwater to a new discharge location within the City of Sammamish affecting City of Sammamish aquatic resources, including impacts to the Kokanee spawning waters of Laughing Jacob's Creek. Existing drainage paths should be maintained. The City will continue to work with the School District's design consultant to address our concerns.

- 7) School Campus Programming Needs Vs. Minimization of Impacts.** The City of Sammamish recognizes the District's interest in providing space for a range of school programs, including sports facilities. However, the City of Sammamish is concerned that the District's programming desire is limiting the ability of the District's design team to minimize impacts to the surrounding community. The school should be designed and built to fit the site and minimize environmental impacts on the surrounding community, acknowledging that not all sites can accommodate all programs and facilities. Limiting the campus' facilities and associated programmed activities or focusing program interests to specific activities are ways the District can provide for school capacity needs while also minimizing impacts to the surrounding community. Alternatively, instead of building new facilities on a constrained site, the District could choose to reduce the program scope of this project and instead invest in improving existing nearby facilities creating shared amenities to meet the program needs of the broader District. The program needs the District's designers are attempting to accommodate may exceed the capacity of this site.

Thank you for considering City of Sammamish interests in the design of our communities' new schools. It will be important to address the issues and potential impacts noted above to achieve a positive outcome for all and to ensure that the District's State Environmental Policy Act (SEPA) review is not called into question. We look forward to working closely together on the design and construction of this campus.

Mayor Karen Moran
City of Sammamish

Deputy Mayor Christie Malchow
City of Sammamish

Cc: Ron Thiel, Superintendent, Issaquah School District
Dave Rudat, City Manager, City of Sammamish
Jeff Elekes, Public Works Director, City of Sammamish
Cheryl Paston, Deputy Public Works Director, City of Sammamish
Andrew Zagars, City Engineer, City of Sammamish
David Pyle, Community Development Director, City of Sammamish
Mary Lou Pauly, Mayor, City of Issaquah
Wally Bobkiewicz, City Administrator, City of Issaquah
Keith Niven, Development Services Director, City of Issaquah

City of Sammamish Preliminary Comments

Issaquah School District Proposed High School #4 and Elementary School #17 – Providence Heights Campus

Page 3 of 3

Agenda Bill
City Council Regular Meeting
September 01, 2020



SUBJECT:	Approval: Small Business Recovery Grants		
DATE SUBMITTED:	August 20, 2020		
DEPARTMENT:	City Manager's Office		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Approve distribution of the grant funding to eligible applicants. Consider authorizing a second round of business grant funding.		
EXHIBITS:	1. Exhibit 1 - List of Eligible Applicants		
BUDGET:			
Total dollar amount	\$250,370	<input type="checkbox"/>	Approved in budget
Fund(s)	General Fund/King County CARES Act Pass-Through	<input checked="" type="checkbox"/>	Budget reallocation required
		<input type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:

Should Council direct staff to distribute \$5,961 to each of the 42 eligible applicants listed in Exhibit 1?
 Should Council authorize a second round of small business grant funding later this year?

KEY FACTS AND INFORMATION SUMMARY:

On July 14, 2020, the City Council discussed and approved a \$250,370 grant program to support local small businesses as they begin to re-open and expand operations. This program included \$152,000 in City funding plus \$98,370 in pass-through CARES Act funding from King County.

[The application](#) opened on August 3 and closed on August 20. There were a total of 47 applications submitted by the deadline. Staff then reviewed each application based on the minimum eligibility criteria established by the Council on July 14. Those eligibility criteria included:

- A maximum of 15 Full-Time Equivalent (FTE) employees
- Located within Sammamish
- An active Sammamish Business License
- Been in operation since June 1, 2019

- Experienced impacts from COVID-19
- Businesses cannot be owned or partially owned by a current City of Sammamish employee or Councilmember or an immediate family member of a current City of Sammamish employee or Councilmember.

Results

42 of the 47 applications to the small business grant program met the Council's eligibility criteria outlined above. The list of eligible applicants can be viewed in **Exhibit 1**.

For the 42 eligible applicants, the per-applicant grant award is **\$5,961** (\$250,370 divided by 42). This falls within the min-max range Council approved of \$1,000 to \$10,000 per applicant.

Five applications were found to be ineligible as follows:

- Two applicants had inactive licenses;
- One applicant's business was located in Issaquah;
- One applicant began operations in Sammamish after June 1, 2019 (in June 2020); and
- One applicant had more than 15 FTEs across their business locations (20 FTEs & 6 PTs across all locations/8 FTEs in Sammamish).

Next Steps

On September 1, 2020, the Council may consider directing staff to distribute grant funding to the 42 eligible businesses listed above in the amount of \$5,961 per business. Staff are currently developing the grant agreement each business owner will need to sign to receive funding. Once that is complete, funding will be sent to the businesses.

The Council might also consider discussing the possibility of opening a second round of grant funding later this year for businesses who were not able to apply during this round.

Exhibit 1: Eligible Applicants for Small Business Grant Program				
#	Legal Name of Business	"Doing Business As" Name	Industry Sector	Home-based
1	Accent Pilates	Accent Pilates	Fitness/Pilates	Yes
2	Artree Preschool LLC		Child Care	Yes
3	Aster Montessori School, INC	Aster Montessori	Child Care	No
4	Bimmer America LLC		Retail, Technology	Yes
5	Casa Spanish	Casa Spanish	Child Care	Yes
6	CBP Design		Retail Manufacture and sales of art and jewelry	Yes
7	Cloud Assert LLC		Technology	No
8	Crimson Clover Montessori LLC	Crimson Clover Montessori	Child Care	Yes
9	D-TAG CONSULTING INC.		Technology	Yes
10	EASTSIDE FOODS LLC	DAIRY QUEEN	Restaurant/Food Services	No
11	Essence Health and Research LLC		Personal Care Services, Healthcare, Clinical Nutrition, Public Health, Yoga	Yes
12	Geoffrey Chan, DDS, PLLC	Sammamish Plateau Dentistry	Healthcare	No
13	Glass House Performing Arts	Glass House Dance	Dance School	No
14	Golden Bay Inc.	Bella Cleaners	Dry Cleaners	No
15	Hubbard Education Group	Hubbard Education Group	Health Care Education	Yes
16	I&R Senior Solutions, LLC	Adult Care Solutions	Personal Care Services	Yes
17	Impression Media Group	Michael Sladek Photography	Photography	Yes
18	Interbay Transport Logistics, Inc.		Freight Brokerage - Auto Transportation	No
19	Issaquah Nails (Klahanie)		Personal Care Services	No
20	Issaquah Nails (228 th)		Personal Care Services	No
21	Ivy Academic Prep LLC	Ivy Academic Prep	Educational Consulting	Yes
22	Jean Johnson Productions	JJShotMe	Photography/Portrait Art	Yes
23	Katharine Ford	Medic First Aid	Training	Yes
24	Ketan Jumani DDS PLLC	Nurture Kids Dentistry	Healthcare	No
25	Khaira Inc	Subway	Restaurant/Food Services	No
26	Michael A. MacInnes, DDS, PLLC		Healthcare	No
27	Moore Brothers Music LLC	Moore Brothers Music	Retail, Private Music Lessons	No
28	Pat's FunCare Daycare	Pat's FunCare Daycare	Child Care	Yes
29	Pine lake Ale House		Restaurant/Food Services	No
30	Plateau Mailpost LLC	Mailpost	Retail	No
31	Randy L Ball PLLC	Sammamish Endodontics	Personal Care Services	No
32	Simply Placed, LLC	Simply Placed	Consulting	Yes
33	Solis Corporation	La Casita Mexican restaurant	Restaurant/Food Services	No
34	Susan Chen DDS, PLLC	Pine Lake Family Dentistry	Healthcare, Dental Office	No
35	Tamami Eisele Interiors LLC	Tamami Eisele Interiors	Interior Design Service	Yes
36	TLC Academy Inc.	TLC Montessori	Child Care	No
37	True Fitness Incorporated	True Martial Arts	Retail	No
38	TruMedicines	TruMedicines	Technology	Yes
39	Tuohy Physical Therapy, LLC	Advantage PT	Healthcare	No
40	Ursa Minor Media, Inc.		Business theater: Content creation and production consultation	Yes
41	Warren Y. Aka, DDS, PLLC	Plateau Dentistry for Children	Pediatric Dental Office	No
42	WormWood SEO LLC	WormWood SEO	Technology	Yes

COUNCIL REPORT

SEPT 1, 2020



SCA’s Racial Equity and Justice Series: From a Youth’s Perspective - a panel centering Black and African American youth perspectives

SCA MEETING AUG 14TH

AGENDA

To see the discussion, click [webinars page of the SCA website.](#)

Two definitions from the Panelists

Unconscious/Implicit bias

“Unconscious bias, or implicit bias, is a preference for or against a person or group that one is not aware of having, but nevertheless is communicated through statements, actions, or assumptions. We cannot stop our unconscious biases, but we can counteract or mitigate them with effort.”

Structural Racism

“Structural racism in the U.S. is the normalization and legitimization of an array of dynamics – historical, cultural, institutional, and interpersonal – that routinely advantages whites while producing cumulative and chronic adverse outcomes for people of color. It is a system of hierarchy and inequity, primarily characterized by white supremacy – the preferential treatment, privilege and power for white people at the expense of Black, Latino, Asian, Pacific Islanders, Native American, Arab and other racially oppressed people. Structural racism encompasses the entire system of white supremacy, diffused and infused in all aspects of society, including our history, culture,

politics, economics and our entire social fabric. Structural racism is the most profound and pervasive form of racism – all other forms of racism (e.g. institutional, interpersonal, internalized, etc.) emerge from structural racism.”

Model Youth Action Board

Principles

- Ensure diversity based in race, ability, gender, and sexuality
 - o Ensure at least half of the members are Black and Brown youth
- Give the members decision-making authority over group activities and structure
 - o Young people decide on goals, mission, and activities
- Root activities in youth empowerment
- Ensure the ability to join is low barrier
- Give the Youth Action Board time to find its place and footing
- Financially compensate youth (consider stipends) for their involvement in the group

Membership

- Short application process focused on interest, not academic record
 - Provide alternate methods to apply (i.e. phone call)
 - Be clear on commitment and expectations
- Recommended maximum of 15 members
- Open to middle and high school students

Recommended Activities

- Meet on a quarterly to monthly basis with the City Council
 - o Formalize processes for the youth group to provide input on city issues
 - Council report outs to the youth action board
- Community service projects
- Participate in Youth Action Day in Olympia
- Establish relationships with state legislators

Logistics

- Strive to have a city staff person who serve as the primary coordinator and administrator for the group
- Explore regional collaboration for creating youth action boards
- Consider working with school districts

This is like our current Youth Board.

2

FOOD DRIVE CITY OF SAMMAMISH

Issaquah Food Bank

MEETING AUG 22ND 12-4

Take away from the event for me:

The residents of Sammamish are generous, kind, and compassionate.

COFFEE WITH THE CHEIF

Sammamish Police Department

MEETING AUG 25TH 11-12

Take away from the event for me:

The Sammamish Police department is well run. Officers are well trained. Covid-19 has changed the way they are doing their job. There are opportunities for employment and avenues for residents to explore police services as a career.