



# City Council, Regular Meeting/Study Session

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## AGENDA

September 17, 2012

6:30 pm – 9:30 pm  
Council Chambers

### Call to Order

### Roll Call

### Pledge of Allegiance

### Approval of Agenda

### Student Liaison Reports

- Eastlake High School (*Bailey Callahan/Dana Haj-Ali*)
- Eastside Catholic High School (*Chad Brown*)
- Skyline High School (*Kyle Weatherby/Sydney Hickman*)

### Presentations/Proclamations

- Proclamation: Mayor's Month of Concern for the Hungry Food Drive

### Public Comment

**Note:** *This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.*

### Consent Agenda

- Payroll for the period ending August 31 2012 for pay date September 5, 2012 in the amount of \$286,972.01
1. Approval: Claims for period ending September 17, 2012 in the amount of \$1,031,626.27 for Check No. 32971 through No. 33076
  2. Ordinance: Second Reading Amending Subsection 5.06.010(A), "Definitions" Of The Sammamish Municipal Code Relating To Solicitor Definitions; Amending Section 5.06.070, "Expiration" Relating To Solicitor License Expiration; Providing For Severability And An Effective Date
  3. Agreement: Interlocal Agreement between a Coalition of Cities to jointly appeal the NPDES Phase II 2013-2018 Permit

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

**Public Hearings** - None

**Unfinished Business** - None

**New Business**

4. Resolution: Proposing That The New Washington State Ferry Be Named "Sammamish"
5. Report: Fire Services Negotiations

**Study Session**

**2013-2014 Budget**

- Finance
- Information Systems Technology
- City Council
- City Manager

**Council Reports**

**City Manager Report**

**Executive Session – If necessary**

**Adjournment**

**AGENDA CALENDAR**

<b>Oct. 2012</b>			
Tues. 10/2	6:30 pm	Study Session/Reg Meeting	First Reading: School Impact Fees/LWSD, ISD, SVSD 2013-2014 Budget – Public Works, Parks, Facilities Approval: 2013-2014 Human Service Grants Appointment: Naming Committee for SE 8 <sup>th</sup> Street Park Contract: On-Call HVAC/MacDonald Miller (consent)
Tues. 10/9	6:30 pm	Study Session	2013-2014 Budget - Administrative Services (Legal, Police, Fire) Economic Development Report Resolution: Defining Process for Expenditures of City Funds on Town Center Development 2013-2014 Budget - Affirm City Council List of Projects
Mon. 10/15	6:30 pm	Regular Meeting	Proclamation: National Community Planning Month Public Hearing: 225 <sup>th</sup> Avenue SE Street Vacation Budget Discussion Additions and Deletions from Council Ordinance: First Reading SWM Fees Ordinance: Second Reading: School Impact Fees/LWSD, ISD, SVSD (consent)
<b>Nov. 2012</b>			
Tues. 11/6	6:30 pm	Regular	Recognitions: Curley Award Winners Public Hearing/Ordinance: First Reading 2013-2014 Budget Public Hearing Ordinance: First Reading Property Tax Ordinance: Second Reading SWM Fees Resolution Salary Schedule
Tues. 11/13	5:30 pm	State Legislator Session	Dinner Meeting
Tues. 11/13	6:30 pm Time Approx.	Study Session	Transportation Level of Service Report: Boys & Girls Club
Mon. 11/19	6:30 pm	Regular Meeting	Ordinance: Second Reading 2013-2014 Budget Ordinance: Second Reading Property Tax Resolution Fee Schedule
<b>Dec. 2012</b>			
Tues. 12/4	6:30 pm	Regular	Initiatives & Referendums Public Hearing Ordinance: First Reading CAO Sunset Clause extension 2013-2014 Contracts (consent)
Tues. 12/11	6:30 pm	Study Session	Joint Meeting with City of Issaquah
Tues. 12/17	6:30 pm	Regular Meeting	Public Hearing/First Reading Collective Garden Moratorium Extension Ordinance: Second Reading CAO Sunset Clause extension
<b>Jan. 2013</b>			
Tues. 1/1	6:30 pm	New Years Day	City Offices Closed
Tues. 1/8	6:30 pm	Special Meeting	Second Reading Collective Garden Moratorium Extension
Tues. 1/15	6:30 pm	Special Study Session	Commission Interviews
Mon. 1/21	6:30 pm	Regular Meeting	Commission Appointments
<b>Feb. 2013</b>			
Tues. 2/5	6:30 pm	Regular Meeting	

Tues. 2/12	6:30 pm	Study Session	
Mon. 2/18	6:30 pm	Regular Meeting	
<b>To Be Scheduled</b>		<b>To Be Scheduled</b>	<b>Parked Items</b>
Ordinance: Second Reading Puget Sound Energy Franchise		Joint Meeting/LWSD Joint Meeting/ISD	Cable TV Franchise
Surface Water Fees, Capital Improvement Project and Rates			

If you are looking for facility rentals, please click [here](#).

<< August

## September 2012

October >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 12 a.m. <b>Labor Day</b> City offices closed	4 6:30 p.m. City Council Meeting	5 3 p.m. Sammamish Farmers Market 5:30 p.m. City Council Council Office Hour 6:30 p.m. Parks and Recreation Commission Meeting	6 6 p.m. Planning Commission Meeting	7	8
9	10	11 6:30 p.m. City Council Study Session	12 3 p.m. Sammamish Farmers Market 3 p.m. Community Service Fair	13 10 a.m. Volunteer Event - Meet & Greet	14	15 9 a.m. Parks and Recreation Volunteer Opportunity <b>Canceled</b> 10 a.m. Sammamish Walks
16	17 5:30 p.m. Finance Committee Meeting 6:30 p.m. City Council Meeting 6:30 p.m. Arts Commission Meeting	18 6 p.m. <b>OPEN HOUSE:</b> 244th Avenue SE Non-Motorized Improvements, SE 24th Street to SE 32nd Street	19 3 p.m. Sammamish Farmers Market 6 p.m. Sammamish Youth Board Meeting 6:30 p.m. SE 8th Street Park Public Meeting #4: Preferred Alternative	20 6:30 p.m. Planning Commission Meeting	21	22 9 a.m. All Sammamish Reads - Volunteer Project 9 a.m. Mayor's Day of Concern for the Hungry
23 10 a.m. Recycling and Disposal	24	25 9 a.m. Economic Development Committee Meeting	26 3 p.m. Sammamish Farmers Market	27 3 p.m. Public Safety Committee Meeting	28	29
30						

If you are looking for facility rentals, please click [here](#).

<< September

## October 2012

November >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 6:30 p.m. City Council Meeting	3 3 p.m. Sammamish Farmers Market 5:30 p.m. City Council Council Office Hour 6:30 p.m. Parks and Recreation Commission Meeting	4 6:30 p.m. Planning Commission Meeting	5	6
7	8	9 6:30 p.m. City Council Study Session	10	11 10 a.m. Volunteer Event - Meet & Greet	12	13 10 a.m. Art Fair - 6th Annual
14 10 a.m. Art Fair - 6th Annual	15 5:30 p.m. Finance Committee Meeting 6:30 p.m. City Council Meeting	16	17 6 p.m. Sammamish Youth Board Meeting	18 6:30 p.m. Planning Commission Meeting	19	20 9 a.m. Parks and Recreation Volunteer Opportunity 10 a.m. Sammamish Walks
21	22 6:30 p.m. Arts Commission Meeting	23	24	25	26	27
28	29	30	31			



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** September 13, 2012  
**RE:** Claims for September 17, 2012

\$ 211,590.73  
 216,309.51  
 145.53  
 603,580.50

### Top 5 Expense Items in Packet

Santana Trucking	\$479,096.94	244th Non Motorized Project
King County Finance	\$82,922.80	Road, Traffic Maintenance April - June 2012
King County Finance	\$75,170.45	Road Maintenance Contract
PSE	\$17,940.51	Various Electric/Gas Billings throughout city
Kenyon Disend	\$13,621.37	Attorney Services - August 2012

**TOTAL: \$ 1,031,626.27**  
 Check # 32971 through # 33076

211,590.73 +  
 216,309.51 +  
 145.53 +  
 603,580.50 +  
 1,031,626.27 \*

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 9/5/2012 - 8:52 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
32971	09/05/2012	ANI	ANI Administrators NW Inc	1,566.73	0
32972	09/05/2012	AWCMED	AWC Employee BenefitsTrust	100,129.71	0
32973	09/05/2012	CHAP13	Chapter 13 Trustee	1,100.00	0
32974	09/05/2012	ICMA401	ICMA 401	34,056.40	0
32975	09/05/2012	ICMA457	ICMA457	7,340.29	0
32976	09/05/2012	ISD	Issaquah School District	27,000.00	0
32977	09/05/2012	LWSD	Lake Washington School Dist	40,294.00	0
32978	09/05/2012	PREPAIDL	LegalShield	103.60	0
Check Total:				211,590.73	

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 9/12/2012 - 10:31 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
32979	09/17/2012	ABC	ABC Special Event Rentals	2,668.38	0
32980	09/17/2012	ACE	Ace Hardware, LLC	2,180.18	0
32981	09/17/2012	ADVANTAG	Advantage Building Services	11,469.89	0
32982	09/17/2012	BEST	Best Parking Lot Cleaning, Inc	2,149.66	0
32983	09/17/2012	BRADLEY	Brian Burke or Katie Bradley	500.00	0
32984	09/17/2012	BRICKMAN	Brickman Group Ltd LLC	4,553.20	0
32985	09/17/2012	CARNEGIE	Dale Carnegie Training	1,895.00	0
32986	09/17/2012	CENTURY	Century Link	234.78	0
32987	09/17/2012	CHINOOK	Chinook Lumber	6,265.56	0
32988	09/17/2012	CODEPUB	Code Publishing Inc	597.87	0
32989	09/17/2012	COMCAST2	COMCAST	106.95	0
32990	09/17/2012	COMPOFF	The Complete Office	335.55	0
32991	09/17/2012	COSTCO	Costco Wholesale	1,178.99	0
32992	09/17/2012	DEERE	John Deere Landscapes	154.29	0
32993	09/17/2012	DELL	Dell Marketing L.P.	1,208.88	0
32994	09/17/2012	deSimas	Carl deSimas	1,287.50	0
32995	09/17/2012	EASTEQ	Eastside Equipment & Marine	715.15	0
32996	09/17/2012	EASTLACR	Eastside Crusaders Youth Lacrosse	321.25	0
32997	09/17/2012	ECOTONE	Ecotone Commissioning Group LL	6,778.00	0
32998	09/17/2012	EVERETTS	Everett Steel, Inc	1,395.03	0
32999	09/17/2012	FASTENAL	Fastenal Industrial Supplies	85.40	0
33000	09/17/2012	FCS	FCS Group Inc.	1,175.00	0
33001	09/17/2012	FERGUSON	Ferguson Enterprises, Inc	1,953.48	0
33002	09/17/2012	FIREPROT	Fire Protection, Inc.	459.95	0
33003	09/17/2012	FRONTIR2	Frontier	334.95	0
33004	09/17/2012	FULLER	Carol Fuller	500.00	0
33005	09/17/2012	GARCIA	Michelle Garcia	16.41	0
33006	09/17/2012	HOMEDE	Home Depot	724.86	0
33007	09/17/2012	IPS	Integrated Print Solutions, Inc	3,285.00	0
33008	09/17/2012	ISSIGNS	Issaquah Signs	516.57	0
33009	09/17/2012	KINGFI	King County Finance A/R	75,170.45	0
33010	09/17/2012	KINGPET	King County Pet Licenses	415.00	0
33011	09/17/2012	KINGSH	King County Sheriff's Office	9,893.76	0
33012	09/17/2012	KITTO	Catherine Kitto	500.00	0
33013	09/17/2012	KRISHNA	Dave Krishna	250.00	0
33014	09/17/2012	L&IBEL	Dept of Labor & Industries	194.80	0
33015	09/17/2012	LAUZON	Michael Lauzon	1,914.00	0
33016	09/17/2012	LESSCHWA	Les Schwab Tire Center	1,048.38	0
33017	09/17/2012	LEXIS	Lexis Nexis Risk Data Mgmt	126.47	0
33018	09/17/2012	LEYTON	Kimberly Leyton	611.93	0
33019	09/17/2012	McGRUFF	McGruff Safe Kids	452.40	0
33020	09/17/2012	MINUTE	Mike Immel	1,263.08	0
33021	09/17/2012	MOBERLY	Lynn Moberly	7,214.00	0
33022	09/17/2012	MORUP	Morup Signs Inc	635.10	0
33023	09/17/2012	NABARR	National Barricade Co., LLC	2,491.12	0
33024	09/17/2012	NAPA/RED	Woodinville Auto Parts	2,494.01	0
33025	09/17/2012	NC MACH	NC Machinery Co	1,498.68	0
33026	09/17/2012	NELSONCO	Walter E. Nelson Company	379.55	0
33027	09/17/2012	NEXTEL	Nextel Communications	884.91	0
33028	09/17/2012	NWCASC	Northwest Cascade, Inc.	2,813.62	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
33029	09/17/2012	OCONNELP	Paulette O'Connell	42.67	0
33030	09/17/2012	OILCAN	Oil Can Henry's	176.32	0
33031	09/17/2012	PACRIM	Pacific Rim Equipment Rental	1,155.23	0
33032	09/17/2012	PACSOIL	Pacific Topsoils, Inc	917.01	0
33033	09/17/2012	PAETEC	PAETEC Integrated Solutions Group,	2,268.23	0
33034	09/17/2012	PLATEAU	Plateau Motors	214.86	0
33035	09/17/2012	PROTH	Prothman Company	1,442.00	0
33036	09/17/2012	PSE	Puget Sound Energy	17,940.51	0
33037	09/17/2012	RAINIER	Rainier Wood Recyclers Inc	500.00	0
33038	09/17/2012	REDMOND	City Of Redmond	227.89	0
33039	09/17/2012	ROTARSAM	Rotary Club of Sammamish	52.00	0
33040	09/17/2012	SAMSYMPH	Sammamish Symphony Orchestra	1,800.00	0
33041	09/17/2012	SB&MAC	Stewart Beall & MacNichols	2,845.00	0
33042	09/17/2012	SEATIM	Seattle Times	697.36	0
33043	09/17/2012	SEQUOYAH	Sequoyah Electric, LLC	1,286.13	0
33044	09/17/2012	SNOHOMIS	Snohomish County Sheriff's Office	4,534.92	0
33045	09/17/2012	SNYDER	Snyder Roofing of WA LLC	1,601.99	0
33046	09/17/2012	STOECKL	Jane C. Stoecklin	120.00	0
33047	09/17/2012	STVIN	St Vincent DePaul Society	1,375.00	0
33048	09/17/2012	UNITRENT	United Rentals NA, Inc	853.21	0
33049	09/17/2012	VENKATA	Shiva Nimmagadda Venkata	250.00	0
33050	09/17/2012	VOYAGER	Voyager	9,953.92	0
33051	09/17/2012	WSAPT	Att: Amy Donlan Wa Assoc Permit T	110.00	0
33052	09/17/2012	YOUNGBEN	Ben Young	250.00	0
33053	09/17/2012	ZUMAR	Zumar Industries, Inc.	396.27	0
				<hr/> <hr/>	
Check Total:				216,309.51	
				<hr/> <hr/>	

Accounts Payable  
 Computer Check Register

User: mdunham  
 Printed: 09/12/2012 - 1:32PM  
 Bank Account: APPR  
 Batch: 003.09.2012



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
33054	UNISEA	Unisea, Inc.	9/12/2012	120912	145.53
		Check 33054 Total:			145.53
		Report Total:			145.53

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 9/13/2012 - 9:23 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
33055	09/17/2012	BLUELNDR	The Blue Line Group, LLC	895.00	0
33056	09/17/2012	CADMAN	Cadman, Inc.	1,170.47	0
33057	09/17/2012	COMPOFF	The Complete Office	202.63	0
33058	09/17/2012	DAILY	Daily Journal of Commerce	647.50	0
33059	09/17/2012	EVERFORD	Evergreen Ford	182.59	0
33060	09/17/2012	JACOBSEN	Jacobs Engineering Group, Inc	11,358.15	0
33061	09/17/2012	KENYON2	Kenyon Disend PLLC	13,621.37	0
33062	09/17/2012	KINGFI	King County Finance A/R	82,922.80	0
33063	09/17/2012	LAKESIDE	Lakeside Industries	663.43	0
33064	09/17/2012	NAPA	Genuine Parts Company/Issaquah	83.45	0
33065	09/17/2012	OILCAN	Oil Can Henry's	114.95	0
33066	09/17/2012	PACPOWER	Pacific Power Products	144.82	0
33067	09/17/2012	PHILIPS	Philips Healthcare	5,145.95	0
33068	09/17/2012	RAINIER	Rainier Wood Recyclers Inc	410.00	0
33069	09/17/2012	SAM	Sammamish Plateau Water Sewer	1,419.83	0
33070	09/17/2012	SANTANA	Santana Trucking & Excavating Inc	479,096.94	0
33071	09/17/2012	SNOHOMIS	Snohomish County Sheriff's Office	485.41	0
33072	09/17/2012	STAPLES	Staples Advantage	2,135.44	0
33073	09/17/2012	SUNBELT	Sunbelt Rentals	54.75	0
33074	09/17/2012	UNITRENT	United Rentals NA, Inc	707.59	0
33075	09/17/2012	VERIZON	Verizon Wireless	1,966.69	0
33076	09/17/2012	ZEE	Zee Medical Service	150.74	0
Check Total:				603,580.50	



# City Council Agenda Bill

**Meeting Date:** September 17, 2012

**Date Submitted:** August 27, 2012

**Originating Department:** Admin Services

**Clearances:**

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input checked="" type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

**Subject:** Ordinance: Amending SMC 5.06, Solicitor's License

**Action Required:** Approve Ordinance amending SMC 5.06 Solicitor's License

**Exhibits:** 1. Ordinance

**Budget:** N/A

## Summary Statement

The proposed amendment would change the solicitor regulations in the following two areas: First, Section 5.06.010(1) would be amended to include the word "services". This section will then be applicable to solicitors who go door to door selling or offering services, such as landscaping, house cleaning, etc. This was an oversight when drafting the first ordinance. Second, Section 5.06.070 would be amended to provide for license expiration one year after the date of issuance.

## Background

The new solicitor regulations went into effect in April of 2012. The City then received an inquiry regarding solicitor license requirements for persons selling or offering "services" and not "personal property at retail." The City Attorney reviewed the ordinance and concurred that the ordinance should be amended to include services as well as goods. This amendment will accomplish that purpose.

Staff additionally recommends amending the licenses expiration date to one year after the date of issuance. The original ordinance provided for all licenses to expire on December 31<sup>st</sup> of each year. Yearly licenses and renewals would allow solicitors to take advantage of the license for a full year and relieve staff from processing all renewals at the same time. Staff will still continue to conduct background checks on all first-time applications and renewals.

The first reading of this ordinance was conducted on September 4, 2012. There was no public comment and no requested changes from Council.

## Financial Impact:

n/a

**Recommended Motion:** Motion to adopt the ordinance amending SMC 5.06, Solicitor's License.



**CITY OF SAMMAMISH  
WASHINGTON**

**ORDINANCE NO. O2012-\_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, AMENDING SUBSECTION 5.06.010(A),  
“DEFINITIONS” OF THE SAMMAMISH MUNICIPAL  
CODE RELATING TO SOLICITOR DEFINITIONS;  
AMENDING SECTION 5.06.070, “EXPIRATION”  
RELATING TO SOLICITOR LICENSE EXPIRATION;  
PROVIDING FOR SEVERABILITY AND AN EFFECTIVE  
DATE**

WHEREAS, the City of Sammamish is a non-charter optional municipal code city incorporated under the laws of the State of Washington and has the power to enact ordinances and regulate solicitors for the protection of the public health, safety and general welfare; and

WHEREAS, the City Council previously adopted Ordinance No. O2012-322 creating a new Chapter in Title 5 of the Sammamish Municipal Code establishing a license and regulations for persons soliciting within the City; and

WHEREAS, the definition of “solicitor” requires clarification on the types of activities that the City intended to be regulated by the solicitor license provisions; and

WHEREAS, City staff and licensees would be better served by providing for yearly licenses rather than having all licenses expire at the same time of year as currently written;

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

Section 1. Subsection 5.06.010(A) SMC Amended. Subsection 5.06.010 (“Definitions”) of the Sammamish Municipal Code is hereby amended (amendments shown in legislative revision marks) to read as follows:

A solicitor is defined as follows:

- A. Any person, both principals and agents, who shall sell, offer or expose for sale, or trade, deal or traffic in any personal property at retail or services in the City by going from house to house or from place to place or by indiscriminately approaching individuals.

...

Exhibit 1

Section 2. Section 5.06.070 SMC Amended. Section 5.06.070, "Expiration," of the Sammamish Municipal Code is hereby amended (amendments shown in legislative revision marks) to read as follows:

All licenses issued under this chapter shall expire ~~on December 31st of each year~~  
one year from date of issuance.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phase of this ordinance.

Section 4. Effective Date. This Ordinance is not subject to referendum as provided by law and shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published in the official newspaper of the City.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_ DAY OF \_\_\_\_\_, 2012.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk: August 24, 2012  
First Reading: September 4, 2012  
Passed by the City Council:  
Date of Publication:  
Effective Date:



# City Council Agenda Bill

**Meeting Date:** September 17, 2012

**Date Submitted:** September 12, 2012

**Originating Department:** Public Works

**Clearances:**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Rec             |
| <input checked="" type="checkbox"/> Attorney     | <input type="checkbox"/> Finance & IT          | <input type="checkbox"/> Police                  |
| <input type="checkbox"/> Admin Services          | <input type="checkbox"/> Fire                  | <input checked="" type="checkbox"/> Public Works |

**Subject:** Interlocal Agreement between a Coalition of Cities to jointly appeal the NPDES Phase II 2013-2018 Permit

**Action Required:** Authorize the City Manager to execute the final interlocal agreement with a coalition of Washington cities for the purpose of jointly appealing the NPDES Phase II 2013-2018 Permit

**Exhibits:** 1. Interlocal Agreement

**Budget:** The estimated cost to the City of Sammamish based on population is \$20,000 and will be paid for out of the approved Surface Water Management Fund Professional Services.

**Summary Statement:**

Recently the state Department of Ecology re-issued National Pollutant Discharge Elimination System (“NPDES”) Phase II Permit to Sammamish and other Phase II cities. The permit contains a number of significant permit conditions that have potential financial implications to the city as well as development impacts for property owners. A group of cities in western Washington have filed a joint appeal against some of the key issues affecting local jurisdictions. Staff recommends that Sammamish join the coalition and to take part in the joint appeal process.

**Background:**

A group of cities in western Washington have filed a joint appeal to the Pollution Control Hearings Board (PCHB) against some of the key issues affecting local jurisdictions.

Joining the current coalition of Phase II jurisdictions to challenge some of the permit conditions has many benefits:

- A united group of permit holders challenging the new regulations sends an important message to the Pollution Control Hearings Board (PCHB), our communities and our state legislators. If a large number of jurisdictions participate in the appeal, the very real logistical and fiscal problems associated with the new regulations will be presented to the Board.
- Appealing the permit assures that local jurisdictions will be able to defend against challenges brought by groups seeking to make the permit conditions even more onerous and costly. The



## City Council Agenda Bill

Phase II Coalition that challenged the original permit successfully negotiated a “safe harbor” for self-reporting water quality violations to Ecology to protect against citizen suits. It is possible that this safe harbor could be challenged before the PCHB in this appeal, without a local government presence to defend it.

- Sammamish will have a seat at the table—whether it be in challenging permit conditions, defending permit conditions, or seeking negotiated changes to the permit, to ensure that local concerns are addressed.
- Litigation is costly. The more Phase II permit holders we have join this coalition, the lower individual costs will be for all members.
- A substantially-sized coalition may be more successful in seeking legislative relief if negotiations and/or litigation are not successful.

The most significant new permit conditions being addressed through the coalition appeal include:

- **Low Impact Development:** Low Impact Development (“LID”) is now required at many sites to mimic hydrology of an old growth forest, including rain gardens for roof runoff and pervious pavement. Rules are highly complex, requiring detailed evaluation on a site-by-site basis, and long-term viability of LID has not been proven given high level of maintenance needed.
- **Feasibility versus Infeasibility:** The original version of the Phase II Permit allowed for local governments to opt out of enforcing certain detention requirements where a property owner could demonstrate that it would not be feasible to comply with the requirements. The 2013-2018 Permit has reversed that standard and now requires that the local government demonstrate that it is infeasible for the applicant to comply. This may require costly and time-consuming expert studies to be conducted by the local government to meet this new standard.
- **No Vesting:** Vesting under City permits no longer extended to stormwater regulations. New Phase II Permit requirements apply to all applications submitted after December 31, 2016, and to any previously permitted project that hasn’t started construction by January 1, 2022. This change will be most significant for projects that have development agreements or are otherwise phased.
- **Low Impact Development and Watershed Planning:** Perform a comprehensive review of all codes to incorporate LID principles with the goal of making LID the preferred approach to site development, through minimization of impervious surfaces and native vegetation retention. Also, participate in watershed-scale planning studies with Phase I jurisdictions to evaluate possible additional changes in development codes, rules and standards that would benefit water quality.
- **Illicit discharge investigations:** Field screening of 40% of storm system by 2017, and 12%/year thereafter.
- **One-Acre Threshold Removed:** Under the first Phase II Permit, detention requirements only affected projects that disturbed greater than 1.0 acre. This threshold has now been removed, so detention requirements also include projects that are smaller than 1.0 acre. Redevelopment of small parcels is likely to become more expensive or even impractical with these new detention standards. Also, for sites involving greater than 1.0 acre, this now requires retrofit of stormwater detention to match the forested pre-developed condition, instead of just matching current conditions which in redevelopment scenarios doesn’t require costly stormwater detention.



## City Council Agenda Bill

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- **Operations:** Inspect all catch basins every two years (currently is every four years).

The following represents the potential financial impacts of the permit requirements:

- These new requirements are likely to be very costly to implement. For example, the requirement that LID principles be integrated into all local codes regulating land use and development will require time-consuming review of codes and revisions to achieve this requirement. Significant staff resources may be expended on ensuring that all relevant codes are considered and updated. Additional training will be required to ensure that once changes are in place, project reviews are accomplished and development permits issued consistent with the new regulations.
- Monitoring and other operational responsibilities are greatly increased, again requiring more staff time to achieve compliance. Phase II utilities expect that the costs of compliance with the terms of this permit will include hiring new permit review and operational staff. Increases in utility rates to cover these increased costs are estimated to be between 5% and 15%, as the new regulations go into effect over the next four years.
- New, more onerous and far-reaching regulations will place Phase II jurisdictions in jeopardy of failing to comply with the Permit, which exposes those jurisdictions to costly and time-consuming citizen suits in addition to fines from Ecology and the U.S. Environmental Protection Agency.
- The implications of stifling re-development and new growth are important as local economies struggle for improvement. If the regulations make property development too costly for private investors, local economic development will stall out, impacting jobs and tax revenues for local government.

### **Financial Impact:**

The cost of the legal work associated with the appeal is to be divided up by the participating cities. The amount each agency is responsible for is dependent upon their population. Sammamish's cost is anticipated to be \$20,000. There are funds available in the approved professional services line item in the Surface Water Management Fund.

### **Recommended Motion:**

Authorize the City Manager to sign the final interlocal agreement between certain western Washington Cities for the purpose of filing a joint appeal to the recently issued Department of Ecology National Pollutant Discharge Elimination System ("NPDES") Phase II Permit.



INTERLOCAL AGREEMENT BETWEEN THE CITIES OF AUBURN, BAINBRIDGE ISLAND, BELLEVUE, BURLINGTON, DES MOINES, EVERETT, ISSAQUAH, KENT, MOUNT VERNON, RENTON, SEATAC, SNOQUALMIE AND SUMNER AND COWLITZ COUNTY REGARDING LEGAL SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the Cities of Auburn, Bainbridge Island, Bellevue, Burlington, Des Moines, Everett, Issaquah, Kent, Mount Vernon, Renton, SeaTac, Snoqualmie, Sumner and Cowlitz County and any other Phase II Permittees that might join this Coalition of Governmental Entities (collectively, "Coalition").

**RECITALS**

1. The members of the Coalition are public agencies as defined by Ch. 39.34 of the Revised Code of Washington, and may enter into interlocal agreements on the basis of mutual advantage to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

2. The Phase II National Pollutant Discharge Elimination System (NPDES) Permit is required under provisions of the Federal Clean Water Act and requires members of the Coalition in Washington to develop and maintain storm water programs. The Department of Ecology (DOE) has adopted standards (DOE Standards) purportedly under the NPDES Permit authority that may impose costly burdens on landowners, including members of the Coalition and may also cause costly legal challenges to members of the Coalition as a result of enforcing DOE Standards.

3. The potential impact of the DOE Standards on members of the Coalition and property owners is so significant and far-reaching, members of the Coalition are joining together to explore all legal and other avenues available to challenge the DOE Standards including but not limited to filing an appeal with the Pollution Control Hearings Board. The appeal deadline is August 31, 2012, the effective date of the DOE Standards. Members of the Coalition wish to retain outside counsel (Counsel) to represent the Coalition in said legal challenge(s) and wish to collectively pay Counsel as further set forth below.

4. NOW THEREFORE, in consideration of the terms and provisions contained herein, Coalition agrees as follows:

**AGREEMENT**

1. Purpose: It is the purpose of this Agreement to have the Coalition collectively pay for the legal services of Foster Pepper PLLC, or other selected legal counsel(Legal

Services) to represent the Coalition's interests in any legal challenges to the NPDES Phase II permits (Litigation).

2. Duration: This Agreement shall be effective August 13, 2012, irrespective of the date members of the Coalition execute this Agreement. Unless terminated by any party in accordance with Paragraph 5, Termination, the Agreement shall remain in full force and effect through conclusion of the Legal Services either through settlement of the dispute with the State of Washington, Pollution Control Hearings Board order, court order or other court disposition by the highest court authorized to hear an appeal of this matter, and/or other mutual resolution of the legal challenge or Legal Services as agreed to among members of the Coalition as provided in Paragraph 5.2 of this Agreement.

3. Administration: Coalition shall enter into a Joint Prosecution Agreement for the administration of the Legal Services and Litigation. Said Joint Prosecution Agreement shall include, but need not be limited to, a confidentiality agreement, establishing a structure for the administration and oversight of the Legal Services and Litigation that is efficient and effective given the number of Coalition who are parties to this Agreement, including oversight of the legal costs incurred pursuant to this Agreement and any other subjects necessary or appropriate to the administration of the Legal Services and prosecution of the Litigation. If this Agreement is effective prior to finalizing the Joint Prosecution Agreement, Coalition authorize the City of Bellevue to be Lead Agency to do all things necessary and/or appropriate to pursue the Litigation on behalf of Coalition including but not limited entering into an agreement for Legal Services as contemplated herein.

4. Payment:

4.1 The Legal Services' fees and costs shall be shared by members of the Coalition based upon the cost-sharing formula set forth in Exhibit "A" attached hereto and incorporated by this reference. This obligation shall continue through conclusion of the Legal Services as provided in Paragraph 2 above, unless a member of the Coalition terminates its participation in this Agreement as provided in Paragraph 5. Members of the Coalition hereby authorize said fees and costs up to \$255,000. The amount of this authorization may be increased administratively with the addition of new Coalition members up to a total of \$500,000. Provided, however, any increase in the cost of legal services that would require additional payments from any Coalition members in excess of the obligations set forth in Exhibit "A" shall require amendment of this Agreement unless an individual Coalition member expressly volunteers to increase its share without the necessity of amendment of this Interlocal Agreement.

4.2 The provider of Legal Services shall provide a monthly bill of its fees and costs to Bellevue. Bellevue shall timely pay the bill on behalf of Coalition. Within 15 days of approval of this Agreement, each member of the Coalition shall remit its proportionate share of the fees and costs to the City of Bellevue. Bellevue shall place these funds into an interest-bearing account, with any interest derived from these funds to be applied to the costs of the provider of Legal Services. At the time of drafting of this Agreement 12 governmental entities have committed to joining this appeal, and based upon the cost-

## Exhibit 1

sharing formula set forth in Exhibit "A" hereto, each member of the Coalition is obligated to make payment of its proportionate share to the City of Bellevue. In the event Bellevue must take legal action to collect any amount due from a member of the Coalition, Bellevue shall be entitled to recover all costs for said action including reasonable attorney's fees.

4.3 In the event additional governmental entities join this Agreement, each new member of the Coalition shall be obligated to payment to the City of Bellevue based upon the cost-sharing formula set forth in Exhibit "A".

4.4 While it is recognized that members of the Coalition may not be able to sign this Agreement before August 31, 2012 it is agreed that the members will benefit from the Legal Services provided herein. Therefore, it is presumed that a member of the Coalition which enters into and signs this Agreement agrees to pay for Legal Services performed from and after August 13, 2012, regardless of the date of signing. Adjustments to amounts previously billed and received by Bellevue due to later joining members of the Coalition will be reconciled on a semi annual basis.

### 5. Termination:

5.1 Termination by Notice: Any participating member of the Coalition may terminate its participation in this Agreement by providing at least sixty (60) days prior written notice to all other participating members. The terminating member must pay the full share of the Legal Services Fees and Costs due through the date of termination three months from the date of Notice. Should it become necessary to amend this Agreement to increase the authorized total amount of fees and costs set forth in Paragraph 4.1, or a member's proportionate share pursuant to Paragraph 4.3, any member may terminate its participation in this Agreement by providing written notice to all other participating members within 15 days of receiving written notice of the request to amend fees and costs. This termination shall not affect the obligation of the terminating member to pay its full share of the currently authorized Legal Services Fees and Costs, and shall not entitle the terminating member to any refund of monies already paid to the Coalition. Except as provided in Paragraph 5.2, the termination of a member's participation in this Agreement shall not result in the termination of this Agreement with respect to other members of the Coalition.

5.2 Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of a majority of the then participating members of the Coalition. Members shall be obligated to pay for Legal Services incurred to the date of Notice to the provider of Legal Services that its services are no longer needed and any reasonable additional fees and costs necessary to conclude its Legal Services.

5.3 Distribution of Assets upon Termination. It is not anticipated that any assets will be acquired as a result of participating in this Agreement. If, however, any assets are acquired with joint funds of the Members of the Coalition, those assets will be equally divided among the members at the asset's fair market value upon termination. The value of the assets shall be determined by using commonly accepted methods of valuation. Additionally, any funds remaining in the interest-bearing account following conclusion of all

## Exhibit 1

Legal Services shall be divided among the members of the Coalition in amounts proportionate to the members' contributions to the Agreement based upon the cost-sharing formula contained in Exhibit "A and any other voluntary contributions made by that member.

### 6. Miscellaneous:

6.1 Amendments. Except as expressly provided herein, this Agreement may only be amended by mutual written agreement of the members of the Coalition.

6.2 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

6.3 Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.

6.4 Ownership of Property. Any property owned and used by Bellevue in connection with this Agreement shall remain the property of Bellevue and any property owned and used by any other participating member of the Coalition shall remain the property of that member, unless otherwise specifically provided in this Agreement or its amendment.

6.5 Notice. All communications regarding this Agreement will be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and will be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or any other address if later specified in writing. Except for the requirement of Notice as provided in this Agreement, nothing herein shall be construed to prevent the members of the Coalition from communicating among themselves by email, fax or other electronic means. Any governmental agency not specifically named herein, that later joins in this Agreement, shall give to all members of the Coalition then participating under this Agreement written notice of the name and address of the person that can accept notices on behalf of such joining governmental agency.

6.6 Counterparts. This Agreement may be entered into with any number of counterparts which, taken collectively, will constitute one entire agreement.

6.7 Ratification and Confirmation. All acts taken prior to the effective date of this Agreement that are consistent with the intent and purpose of the same are hereby ratified and confirmed retroactive to August 13, 2012.

6.8 Dispute Resolution. Should any dispute arise among members of the Coalition or between one or more members related to the interpretation, application or administration of this Agreement, the disputing parties shall participate in a good faith mediation effort to resolve their differences prior to bringing any legal action.

Exhibit 1

6.9 Compliance with RCW 39.34.040. Members of the Coalition entering into this Agreement shall be responsible for ensuring that it is filed in accordance with RCW 39.34.040.

IN WITNESS, the parties below execute this Agreement, which shall become effective August \_\_\_\_\_, 2012.

<p><b>AUBURN:</b></p> <p>CITY OF AUBURN</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p><b>BAINBRIDGE ISLAND:</b></p> <p>CITY OF BAINBRIDGE ISLAND</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p><b>NOTICES TO BE SENT TO:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>( ) _____ - _____ (Telephone)</p> <p>( ) _____ - _____ (Facsimile)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>( ) _____ - _____ (Telephone)</p> <p>( ) _____ - _____ (Facsimile)</p>
<p><b>APPROVED AS TO FORM:</b></p> <p>_____</p>	<p><b>APPROVED AS TO FORM:</b></p> <p>_____</p>

<p><b>BELLEVUE:</b></p>	<p><b>BURLINGTON:</b></p>
-------------------------	---------------------------

Exhibit 1

<p>CITY OF BELLEVUE</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>CITY OF BURLINGTON</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p><b>NOTICES TO BE SENT TO:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>( ) _____ - _____ (Telephone)</p> <p>( ) _____ - _____ (Facsimile)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>( ) _____ - _____ (Telephone)</p> <p>( ) _____ - _____ (Facsimile)</p>
<p><b>APPROVED AS TO FORM:</b></p> <p>_____</p>	<p><b>APPROVED AS TO FORM:</b></p> <p>_____</p>
<p><b>DES MOINES:</b></p> <p>CITY OF DES MOINES</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p><b>EVERETT:</b></p> <p>CITY OF EVERETT</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p><b>NOTICES TO BE SENT TO:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>( ) _____ - _____ (Telephone)</p> <p>( ) _____ - _____ (Facsimile)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>( ) _____ - _____ (Telephone)</p> <p>( ) _____ - _____ (Facsimile)</p>
<p><b>APPROVED AS TO FORM:</b></p> <p>_____</p>	<p><b>APPROVED AS TO FORM:</b></p> <p>_____</p>

<b>ISSAQUAH:</b>  CITY OF ISSAQUAH  By: _____ Print Name: _____ Its: _____ Date: _____	<b>KENT:</b>  CITY OF KENT  By: _____ Print Name: _____ Its: _____ Date: _____
<b>NOTICES TO BE SENT TO:</b> _____ _____ _____  ( ) _____ - _____ (Telephone) ( ) _____ - _____ (Facsimile)	<b>NOTICES TO BE SENT TO:</b> _____ _____ _____  ( ) _____ - _____ (Telephone) ( ) _____ - _____ (Facsimile)
<b>APPROVED AS TO FORM:</b> _____ _____	<b>APPROVED AS TO FORM:</b> _____ _____
<b>MOUNT VERNON:</b>  CITY OF MOUNT VERNON  By: _____ Print Name: _____ Its: _____ Date: _____	<b>RENTON:</b>  RENTON  By: _____ Print Name: _____ Its: _____ Date: _____
<b>NOTICES TO BE SENT TO:</b> _____ _____ _____  ( ) _____ - _____ (Telephone) ( ) _____ - _____ (Facsimile)	<b>NOTICES TO BE SENT TO:</b> _____ _____ _____  ( ) _____ - _____ (Telephone) ( ) _____ - _____ (Facsimile)

Exhibit 1

<p><b>APPROVED AS TO FORM:</b></p> <p>_____</p>	<p><b>APPROVED AS TO FORM:</b></p> <p>_____</p>
<p><b>SEATAC:</b></p> <p>CITY OF SEATAC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p><b>SNOQUALMIE:</b></p> <p>CITY OF SNOQUALMIE</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p><b>NOTICES TO BE SENT TO:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>( ) _____ - _____ (Telephone)</p> <p>( ) _____ - _____ (Facsimile)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>( ) _____ - _____ (Telephone)</p> <p>( ) _____ - _____ (Facsimile)</p>
<p><b>APPROVED AS TO FORM:</b></p> <p>_____</p>	<p><b>APPROVED AS TO FORM:</b></p> <p>_____</p>
<p><b>SUMNER:</b></p> <p>CITY OF SUMNER</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p><b>COWLITZ :</b></p> <p>COWLITZ COUNTY</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p><b>NOTICES TO BE SENT TO:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

Exhibit 1

( ) - (Telephone)	( ) - (Telephone)
( ) - (Facsimile)	( ) - (Facsimile)
<b>APPROVED AS TO FORM:</b> _____	<b>APPROVED AS TO FORM:</b> _____

## Exhibit 1

# Exhibit 1

## EXHIBIT "A"

TO

### INTERLOCAL AGREEMENT REGARDING LEGAL SERVICES

For purposes of pursuing an appeal of the 2013-18 NPDES permit issued by the state Department of Ecology on August 1, 2012, the following delineates the financial contributions to be made by members of the Governmental Entities Coalition.

Entities with a population of up to 10,000:	\$10,000
Entities with a population between 10,001 and 30,000	\$15,000
Entities with a population between 30,001 and 50,000	\$20,000
Entities with a population above 50,000	\$25,000

## Exhibit 1



# City Council Agenda Bill

**Meeting Date:** September 17, 2012

**Date Submitted:** September 12, 2012

**Originating Department:** City Manager

**Clearances:**

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Attorney                | <input type="checkbox"/> Finance & IT          | <input type="checkbox"/> Police             |
| <input type="checkbox"/> Admin Services          | <input type="checkbox"/> Fire                  | <input type="checkbox"/> Public Works       |

**Subject:** Washington State Department of Transportation proposal for ferry naming

**Action Required:** Pass Resolution to submit proposal

**Exhibits:** Resolution

**Budget:** N/A

**Summary Statement:** The City of Sammamish would like to submit a proposal to the Washington State Department of Transportation suggesting the name “Sammamish” as an option for naming one of the new Olympic Class ferries.

**Background:** Construction of two new Olympic Class, 144-car ferries is under way and they both need names. Responding to an invitation from the Washington State Transportation Commission, the city will ask that “Sammamish” be considered.

According to the commission, tribal names, bodies of water and geographical locations are good candidates. Ideally, the names should also represent the state’s image and culture, and have broad familiarity.

**Financial Impact:** None

**Recommended Motion:** Motion to adopt the resolution to support the submission of a proposal to the Washington State Department of Transportation in naming a ferry “Sammamish”.



**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2012-**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, PROPOSING THAT THE NEW WASHINGTON  
STATE FERRY BE NAMED "SAMMAMISH"**

WHEREAS, the State of Washington is constructing two new Olympic Class, 144-car ferries; and

WHEREAS, the Washington State Transportation Commission has invited proposals to name the ferries; and

WHEREAS, because the vessel will be seen as a community asset, the Washington State Department of Transportation desires to have the vessels named by community members; and

WHEREAS, the City Council wishes to propose the name "Sammamish" for one of the ferries; and

WHEREAS, in response to notices placed on the City website, a press release and input from City of Sammamish Commissions, numerous letters of support were received;

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

The City of Sammamish hereby requests that the Washington State Department of Transportation designate the name "Sammamish" for one of the new, Olympic Class ferries.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_\_ DAY OF SEPTEMBER 2012**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Exhibit 1

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk: September 7, 2012

Passed by the City Council:

Resolution No.: R2012-2012



# City Council Agenda Bill

**Meeting Date:** September 17, 2012

**Date Submitted:** September 12, 2012

**Originating Department:** Admin Services

**Clearances:**

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Rec

Police

Public Works

**Subject:** Resolution Approving the Recommendations of the Fire Services Technical Advisory Board

**Action Required:** Discussion of City Manager's meeting with our Eastside Fire & Rescue Partners

**Exhibits:** 1. Resolution R2012-498 – Approving the Recommendations of the Fire Services Technical Advisory Board

**Budget:** 2012 Fire Services Budget \$5,857,927

**Summary Statement:**

This is a follow-up to the City Council's adoption of Resolution R2012-498 – Approving the Recommendations of the Fire Services Technical Advisory Board

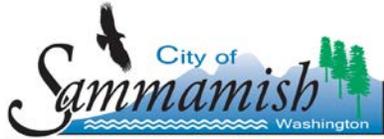
**Background:**

The City currently receives fire protection and emergency medical services from Eastside Fire and Rescue (EF&R). EF&R is a partnership created through an Interlocal Agreement between the City of Sammamish, the City of Issaquah, the City of North Bend, Washington Fire Protection District 10, and Washington Fire Protection District 38. The current Interlocal Agreement expires December 31, 2014 and will be renewed automatically for an additional 7 years unless a partner provides notice of withdrawal by January 2014.

In order to evaluate the City's fire protection and emergency medical services, the City solicited proposals from emergency management consultants. After reviewing the proposals the City Council selected the FCS Group. The City Council also appointed a Technical Advisory Board made up of former City Council Members to work with the FCS Group.

The FCS Group and the Technical Advisory Board's evaluation included:

- EF&R's Finances – A review of EF&R's current finances



## City Council Agenda Bill

- Funding Model – A review of EF&R’s current funding model and suggestions for alternative funding models
- Operational Issues – A review of fire and emergency medical operations
- Alternative Options for City Fire and Emergency Medical Service – Investigation of options for providing fire and emergency medical services

On June 5, 2012 the FCS Group and the Technical Advisory Board presented their recommendations to the City Council. The City Council directed Staff to return with a Resolution adopting the Technical Advisory Board’s recommendations.

On June 18, 2012 the City Council adopted Resolution R2012-498 – Approving the Recommendations of the Fire Services Technical Advisory Board. The Resolution authorized the City Manager to work with the City Council and our EF&R Partners to revise the EF&R Interlocal Agreement to achieve a governance and funding model that fully addresses the concerns raised in the Consultant’s and Technical Advisory Board’s reports. These include:

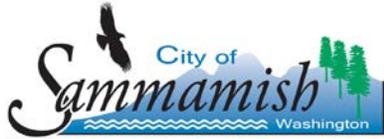
- A funding model for operations that includes a 50/50 split between assessed value and calls for service as an integral part of the Interlocal Agreement
- Retention of existing veto powers
- Crediting Emergency Medical Service levy collections attributable to each partner as a part of their individual operating fund contribution
- Base the Equipment/Facilities Reserves Fund contributions on usage
- Retention of city ownership of capital assets with building maintenance responsibility retained by the city
- 18 month notice of termination

The Resolution also stated that if a governance and funding model that fully addresses these concerns cannot be achieved in principle by September 17, 2012; the City Manager is authorized to pursue negotiations for a contract with EF&R, a contract with the City of Redmond, create a City Fire Department, or pursue other alternatives as they become available.

### **Working with our EF&R Partners:**

As authorized by the City Council; the City Manager and City Staff met with our EF&R Partners and EF&R Staff to discuss revising the Interlocal Agreement to achieve a governance and funding model that addresses the concerns raised in the consultant’s and Technical Advisory Board’s reports. The following meetings were held:

- **July 26, 2012** – The City Manager and City Staff met with representatives from Fire District 10 and the City of Issaquah. We discussed the FCS Group’s Fire Services



## City Council Agenda Bill

Evaluation Study and the current EF&R funding formula as it relates to the Klahanie Fire Station #83. At that meeting Fire District 10 and the City of Issaquah questioned the FCS Group's projected cost of Sammamish contracting with the City of Redmond for Fire Services, (FCS Study pages 21-27).

- **August 2, 2012** – Peter Moy from the FCS Group met with EF&R Fire Chief Lee Soptich, EF&R Deputy Fire Chief Wes Collins, and Director of Administrative Services Mike Sauerwein to discuss the issues raised by Fire District 10 and the City of Issaquah.
- **August 6, 2012** – The City Manager and City Staff met with the City Council's Representatives on the EF&R Board of Directors and the Chair of the City Council Public Safety Committee.
- **August 7, 2012** - The City Manager and City Staff again met with representatives from Fire District 10 and the City of Issaquah. We continued our discussion of the FCS Group's Fire Services Evaluation Study and the current EF&R funding formula as it relates to the Klahanie Fire Station #83.
- **August 9, 2012** - The City Manager and City Staff met with the EF&R Board and once again discussed the FCS Group's Fire Services Evaluation Study.

### Concerns raised in the Consultant's and Technical Advisory Board's Reports

Below is a brief synopsis of our EF&R Partners response to the issues raised in the Consultant's and Technical Advisory Board's Reports:

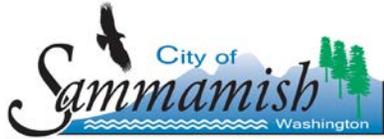
- **A funding model for operations that includes a 50/50 split between assessed value and calls for service as an integral part of the Interlocal Agreement**
  - The EF&R Interlocal Agreement states in part, "...the Board of Directors may approve a change in the revenue formula on or before May 30 of the year preceding the calendar year in which the amended revenue formula will become effective, (EF&R Interlocal Agreement Section 7).
  - Our EF&R Partners expressed a willingness to initiate a discussion in 2013 regarding changes in the revenue formula for 2014.
- **Retention of existing veto powers**
  - The City Councils and Boards of Fire Commissioners of all current Partners must each approve a resolution to add a new member to the Partnership, (EF&R Interlocal Agreement Section 21).
  - Our EF&R Partners expressed a willingness to continue this practice.



## City Council Agenda Bill

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- **Crediting Emergency Medical Service levy collections attributable to each partner as a part of their individual operating fund contribution**
  - Currently all Partner's emergency medical service taxes are passed by King County directly to EF&R, (EF&R Interlocal Agreement Section 7).
  - Our EF&R Partners expressed support for including this in a comprehensive review of the revenue formula.
  
- **Base the Equipment/Facilities Reserves Fund contributions on usage**
  - **Equipment Replacement Fund**
    - Currently each Partners annual contribution to the Equipment Replacement Fund is determined by their contribution to the annual operating budget. Not the actual usage of the equipment. (EF&R Interlocal Agreement Section 12).
    - Our EF&R Partners also expressed support for including this in a comprehensive review of the revenue formula.
  - **Real Property Maintenance and Repair Fund**
    - Currently repair and maintenance of Fire Stations is coordinated by EF&R Staff, (EF&R Interlocal Agreement Section 12).
    - Some of our EF&R Partners expressed support for amending the Interlocal Agreement so the owners of fire stations would be responsible for building maintenance. Others expressed reservations about amending the Agreement.
  
- **Retention of city ownership of capital assets with building maintenance responsibility retained by the city**
  - As previously stated, some of our EF&R Partners expressed support for amending the Interlocal Agreement so the owners of fire stations would be responsible for building maintenance, (EF&R Interlocal Agreement Section 12). Others expressed reservations about amending the Agreement.
  
- **18 month notice of termination**
  - It is City Staff's understanding that this issue is related to retention of existing veto powers and that if each Partner's veto powers are retained an 18 month notice of termination is not necessary.



## City Council Agenda Bill

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- Some of our EF&R Partners expressed strong reservations about including 18 month notice of termination in the Interlocal Agreement. Our Partners are concerned this will impact long-term planning and stability of the organization.

### **Financial Impact:**

The City's 2012 Fire Services Department Budget is \$5,857,927.

### **Recommended Motion:**

Move to authorize the City Manager to continue working with our EF&R Partners to revise the Interlocal Agreement through July 1, 2013.



**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2012-498**

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**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON,  
APPROVING THE RECOMMENDATIONS OF THE FIRE SERVICES  
TECHNICAL ADVISORY BOARD**

WHEREAS, the City of Sammamish has received fire services through Eastside Fire & Rescue since the City was incorporated; and

WHEREAS, Eastside Fire & Rescue is a partnership created through an Interlocal Agreement between the City of Sammamish, the City of Issaquah, the City of North Bend, Washington Fire Protection District 10, and Washington Fire Protection District 38; and

WHEREAS, the current Eastside Fire & Rescue Interlocal Agreement expires December 31, 2014 and will be renewed automatically for an additional 7 years unless a partner provides notice of withdrawal by January 2014; and

WHEREAS, Eastside Fire & Rescue meets or exceeds their emergency medical and fire turnout and response time standards over 90% of the time; and

WHEREAS, the City of Sammamish's participation in a regional and cooperative approach to fire services increases the level of service received by our citizens and decreases duplication; and

WHEREAS, cooperative efforts have allowed for an efficient and integrated deployment plan which strategically places and deploys resources regardless of jurisdictional boundaries; and

WHEREAS, the Eastside Fire & Rescue funding formula places undue emphasis on property values rather than other significant factors, such as the number of calls for service; and

WHEREAS, the current Eastside Fire & Rescue cost allocation formula has created an inequitable financial burden upon the residents and taxpayers of Sammamish; and

WHEREAS, the City of Sammamish engaged a consultant firm to assist the City in determining how best to provide high quality and cost effective fire services following the expiration of the Interlocal Agreement; and

WHEREAS, the City Council appointed a Technical Advisory Board composed of former City Council members to meet with the consultant firm and assist in evaluating the best means of providing fire services to the City; and

WHEREAS, the consultant has prepared a Fire Services Evaluation Study which recommends that the City modify the manner by which fire services are provided to its residents;

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

Section 1. Acceptance of the Fire Services Evaluation Study and Technical Advisory

Board Recommendation. Subject to the provisions of Section 2, the City Council hereby approves the recommendations set forth in the Fire Services Evaluation Study, which includes the following:

1. The City will pursue a contract for Fire Services directly with Eastside Fire & Rescue.
2. If the City is unsuccessful in negotiating a contract with Eastside Fire & Rescue, the City will pursue a contract for Fire Services with the City of Redmond, Washington.
3. If the City is unsuccessful in negotiating contracts with Eastside Fire & Rescue, or the City of Redmond, then a City of Sammamish Fire Department will be created to provide Fire Services.
4. Other alternatives will be explored as they become available.

The City Council, however, had previously agreed to participate with the other EF&R partners, in Committee Of the Whole sessions, in a good faith effort to find common ground for changes to the governance model and funding formula, and desires to fulfill that commitment.

Section 2. City Manager Authorization

The City Manager is hereby authorized to work with Council and Sammamish's partners in EF&R in an effort to revise the EF&R Agreement to achieve a governance and funding model that fully addresses the concerns raised in the consultant's and Technical Advisory Board's reports. These include:

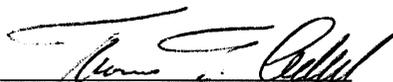
- A funding model for operations that includes a 50/50 split between assessed value and calls for service as an integral part of the Interlocal Agreement
- Retention of existing veto powers
- Crediting Emergency Medical Service levy collections attributable to each partner as a part of their individual operating fund contribution
- Base the Equipment/Facilities Reserves Fund contributions on usage
- Retention of city ownership of capital assets with building maintenance responsibility retained by the city
- 18 month notice of termination

If this cannot be achieved in principle by September 17, 2012, the City Manager is hereby authorized to pursue negotiations for Fire Services as listed in Section 1.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 18<sup>th</sup> DAY OF JUNE 2012.**

CITY OF SAMMAMISH

  
\_\_\_\_\_  
Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk: June 14, 2012  
Passed by the City Council: June 18, 2012  
Resolution Number R2012-498

