



City Council, Regular Meeting/Study Session

AGENDA

REVISED

6:30 pm – 9:30 pm
Council Chambers

January 7, 2014

Call to Order

Roll Call

Pledge of Allegiance

Oath of office

- Councilmember Don Gerend
- Councilmember Kathleen Huckabay
- Councilmember Bob Keller
- Councilmember Tom Odell

Election – Mayor/Deputy Mayor

Approval of Agenda

Student Liaison Reports

Presentations/Proclamations

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 December 15, 2013 for pay date December 20, 2013 in the amount of \$292,036.36
- 1. **Approval:** Claims for period ending December 16, 2013 in the amount of \$1,935,513.04 for Check No. 36317 through 36440
- 2. **Approval:** Claims for period ending January 7, 2014 in the amount of \$1,278,832.07 for Check No. 36441 through 36543
- 3. **Resolution:** Accepting The Lower Sammamish Commons Park Community Garden Project As Complete/Henderson Partners, LLC

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.

4. **Bid Rejection:** SE 14th Street Extension Project
5. **Contract:** Sports Turf Maintenance/Brickman Group
6. **Amendment:** Fire Services Study/FCS Group
7. **Approval:** November 18, 2013 Regular Meeting Minutes
8. **Approval:** December 3, 2013 Regular Meeting Minutes

Unfinished Business - None

New Business - None

Council Reports

- Council Committees
- Eastside Transportation Partnership Representatives
- Klahanie Annexation

City Manager Report

- Environmentally Critical Areas Update Submittal to Ecology

Executive Session – If necessary

Adjournment

Study Session

- Eastside Fire & Rescue Interlocal Agreement

Close Study Session

AGENDA CALENDAR

Jan 2014			
Tues 01/14	6:30 pm	Study Session	Commission Applicant Interviews (priority date)
Mon 01/20		MLK Day	City Offices Closed
Tues 01/21	6:30 pm	Special Meeting	Executive Session Commission Appointments (executive session first) Public Hearing: Temporary Use Permit Extension Resolution: EF & R Interlocal Agreement CM Report: Comp Plan Scoping Update
February 2014			
Tues 02/04	6:30 pm	Regular Meeting	Interlocal: ECityGov Alliance & Articles of Incorporation Comprehensive Plan Community Profile Presentation
Tues 02/11	6:30 pm	Study Session/Joint Meeting with Planning Commission	AV Bid Update Comprehensive Plan Visioning
Mon 02/17		President's Day	City Offices Closed
Tues 02/18	6:30 pm	Special Meeting	
Feb 20 -22		Council Retreat	
March 2014			
Tues 03/04	6:30 pm	Regular Meeting	
Tues 03/11	6:30 pm	Study Session	Television Cable Franchise
Mon 03/17	6:30 pm	Regular Meeting	
April 2014			
Tues 04/02	6:30 pm	Regular Meeting	
Tues 04/09	6:30 pm	Study Session	
Mon 04/15	6:30 pm	Regular Meeting	
May 2014			
Tues 05/07	6:30 pm	Regular Meeting	
Tues 05/14	6:30 pm	Study Session	
Mon 05/20	6:30 pm	Regular Meeting	
June 2014			
Tues 06/04	6:30 pm	Regular Meeting	
Tues 06/11	6:30 pm	Study Session/Joint Meeting with Planning Commission	
Mon 06/17	6:30 pm	Regular Meeting	
July 2014			
Tues 07/02	6:30 pm	Regular Meeting	
Tues 07/09	6:30 pm	Study Session	
Mon 07/15	6:30 pm	Regular Meeting	
August 2014			
Sept 2014			
Tues 09/03	6:30 pm	Regular Meeting	
Tues 09/10	6:30 pm	Study Session/Joint Meeting with Planning Commission	
Mon 09/16	6:30 pm	Regular Meeting	
October 2014			
Tues 10/01	6:30 pm	Regular Meeting	
Tues 10/08	6:30 pm	Study Session	

Nov 2014			
Tues 11/05	6:30 pm	Regular Meeting	
Tues 11/12	6:30 pm	Study Session	
Mon 11/18	6:30 pm	Regular Meeting	
Dec 2014			
Tues 12/03	6:30 pm	Regular Meeting	
Tues 12/10	6:30 pm	Study Session/Joint Meeting with Planning Commission	
Mon 12/16	6:30 pm	Regular Meeting	
To Be Scheduled		To Be Scheduled	Parked Items
Ordinance: Second Reading Puget Sound Energy Franchise Sammamish Landing Parking Big Rock Park Master Plan			SE 14 th Street Improvements

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

<< December

January 2014

February >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 12 a.m. New Years Day City offices closed	2	3	4
5	6	7 6:30 p.m. City Council Meeting	8 6:30 p.m. Parks and Recreation Commission Meeting	9 4 p.m. Eagle Scout Project Meeting 6:30 p.m. Planning Commission Meeting	10	11
12	13	14 6:30 p.m. City Council Study Session	15 6 p.m. Sammamish Youth Board Meeting	16	17	18
19	20 Martin Luther King, Jr. Birthday City offices closed	21 8:30 a.m. Art Exhibit "Crossing Boundaries" 6:30 p.m. City Council Special Meeting	22	23 6:30 p.m. Planning Commission Meeting	24	25 1 p.m. "Life Stories"
26	27 6:30 p.m. Arts Commission Meeting	28	29	30	31	

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

<< January

February 2014

March >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 11 a.m. "Build It" Sammamish - LEGO Event
2	3	4 6:30 p.m. City Council Meeting	5 6:30 p.m. Parks and Recreation Commission Meeting	6 6:30 p.m. Planning Commission Meeting	7	8
9	10	11 6:30 p.m. City Council Study Session	12 6 p.m. Sammamish Youth Board Meeting	13	14	15
16	17 Washington's Birthday City offices closed	18 6:30 p.m. City Council Special Meeting	19	20 6 p.m. City Council Retreat 6:30 p.m. Planning Commission Meeting	21 6 p.m. City Council Retreat	22 6 p.m. City Council Retreat
23	24 6:30 p.m. Arts Commission Meeting	25	26	27	28	



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: December 13, 2013
RE: Claims for December 16, 2013

\$ 272,081.90
 1,166,602.68
 496,828.46

Top 5 Expense Items in Packet

Eastide Fire	\$470,588.10	Fire Services - November 2013
King County Sheriff	\$401,086.58	Police Services - November 2013
Watson Asphalt & Paving	\$328,551.43	Overlay Program
Issaquah School District	\$72,891.00	School Impact Fees - November 2013
Everson's Econo Vac	\$66,186.07	Vactoring throughout City

TOTAL \$ \$ 1,935,513.04

Checks # 36317 - 36440

272,081.90 +
 1,166,602.68 +
 496,828.46 +
 1,935,513.04 +

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 12/5/2013 - 11:53 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
36317	12/05/2013	ANI	ANI Administrators NW Inc	1,696.51	36,317
36318	12/05/2013	AWCMED	AWC Employee BenefitsTrust	111,580.34	36,318
36319	12/05/2013	CHAP13	Chapter 13 Trustee	280.00	36,319
36320	12/05/2013	ICMA401	ICMA 401	37,112.52	36,320
36321	12/05/2013	ICMA457	ICMA457	10,874.52	36,321
36322	12/05/2013	ISD	Issaquah School District	72,891.00	36,322
36323	12/05/2013	LWSD	Lake Washington School Dist	28,020.00	36,323
36324	12/05/2013	PREPAIDL	LegalShield	135.50	36,324
36325	12/05/2013	PSE	Puget Sound Energy	9,199.51	36,325
36326	12/05/2013	WASUPPOR	Wa State Support Registry	292.00	36,326

Check Total: 272,081.90

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
36327	12/16/2013	ACENB	North Bend Ace Hardware LLC	2,489.89	36,327
36328	12/16/2013	ADVANTAG	Advantage Building Services	9,835.72	36,328
36329	12/16/2013	ALLAROUN	All Around Fence Co	14,355.45	36,329
36330	12/16/2013	ALPHAGRA	Alphagraphics	100.82	36,330
36331	12/16/2013	ANI	ANI Administrators NW Inc	348.00	36,331
36332	12/16/2013	BCC	Bellevue College	418.00	36,332
36333	12/16/2013	BEST	Best Parking Lot Cleaning, Inc	27,616.21	36,333
36334	12/16/2013	BMC	BMC Select	506.89	36,334
36335	12/16/2013	BRICKMAN	Brickman Group Ltd LLC	5,834.35	36,335
36336	12/16/2013	BRIM	Brim Tractor Co, Inc	188.04	36,336
36337	12/16/2013	BUCHAN	Wm. Buchan, Inc.	7,500.00	36,337
36338	12/16/2013	CADMAN	Cadman, Inc.	391.40	36,338
36339	12/16/2013	CDW	CDW Govt Inc	421.55	36,339
36340	12/16/2013	CENTLIN2	Century Link	193.21	36,340
36341	12/16/2013	CENTRALW	Central Welding Supply	1,174.89	36,341
36342	12/16/2013	CLEARIMA	Clear Image Glass	193.00	36,342
36343	12/16/2013	COLSON	Bel-Red Energy Solutuions	66.00	36,343
36344	12/16/2013	COMATTRI	Community Attributes Inc	1,600.00	36,344
36345	12/16/2013	COMCAST2	COMCAST	221.70	36,345
36346	12/16/2013	COMCAST3	Comcast	987.34	36,346
36347	12/16/2013	COMPLETE	The Complete Line	257.19	36,347
36348	12/16/2013	COMPOFF	The Complete Office	235.82	36,348
36349	12/16/2013	COSTCO	Costco Wholesale	842.06	36,349
36350	12/16/2013	CRW	CRW Systems	31,058.00	36,350
36351	12/16/2013	DEERE	John Deere Landscapes	1,055.31	36,351
36352	12/16/2013	EASTEQ	Eastside Equipment & Marine	1,280.62	36,352
36353	12/16/2013	EASTFIRE	Eastside Fire & Rescue	6,336.00	36,353
36354	12/16/2013	ENGBUS	Engineering Business Systems Inc	2,435.73	36,354
36355	12/16/2013	EVANS	David Evans & Associates, Inc	9,868.93	36,355
36356	12/16/2013	EVERGR	Evergreen Print Solutions	321.53	36,356
36357	12/16/2013	EVERSONS	Everson's Econo Vac, Inc.	66,186.07	36,357
36358	12/16/2013	EWINGIRR	Ewing Irrigation	298.95	36,358
36359	12/16/2013	FASTENAL	Fastenal Industrial Supplies	4,841.15	36,359
36360	12/16/2013	FASTWH	Fast Water Heater Co	66.00	36,360
36361	12/16/2013	FCS	FCS Group Inc.	3,450.00	36,361
36362	12/16/2013	FRONTIR2	Frontier	359.91	36,362
36363	12/16/2013	FRUHLING	Fruhling, Inc	4,155.53	36,363
36364	12/16/2013	GRAINGER	Grainger	642.33	36,364
36365	12/16/2013	GRANGE	Grange Supply, Inc.	110.41	36,365
36366	12/16/2013	GREATAME	Great America Financial Services	130.31	36,366
36367	12/16/2013	GUARDIAN	Guardian Security	72.00	36,367
36368	12/16/2013	GUINASSO	Joe Guinasso	26.87	36,368
36369	12/16/2013	HDFOWL	H. D. Fowler Company	1,181.20	36,369
36370	12/16/2013	HOMEDE	Home Depot	4,995.66	36,370
36371	12/16/2013	HONDAKU	Issaquah Honda Kubota	6,526.73	36,371
36372	12/16/2013	HOWARD	Lyman Howard	63.85	36,372
36373	12/16/2013	IPS	Integrated Print Solutions, Inc	14,947.35	36,373
36374	12/16/2013	ISSAQI	Issaquah Press, Inc.	820.63	36,374
36375	12/16/2013	ISSCEDAR	Issaquah Cedar & Lumber	2,277.57	36,375
36376	12/16/2013	ISSCITY	City Of Issaquah	7,863.75	36,376

Check	Date	Vendor No	Vendor Name	Amount	Voucher
36377	12/16/2013	ISSIGNS	Issaquah Signs	613.20	36,377
36378	12/16/2013	JAYMARC	Jaymarc Investments, Inc	273.75	36,378
36379	12/16/2013	KCRADIO	King Cty Radio Comm Svcs	399.41	36,379
36380	12/16/2013	KENYON2	Kenyon Disend PLLC	39,274.22	36,380
36381	12/16/2013	KINGFI	King County Finance A/R	2,424.20	36,381
36382	12/16/2013	KINGGIS	King County Finance	1,908.50	36,382
36383	12/16/2013	KINGPET	King County Pet Licenses	330.00	36,383
36384	12/16/2013	KINGREC	King County Recorder	1,000.00	36,384
36385	12/16/2013	KINGSH	King County Sheriff's Office	401,086.58	36,385
36386	12/16/2013	KINGWAT	King County Finance Water & Land D	40,838.82	36,386
36387	12/16/2013	LAKESIDE	Lakeside Industries	1,170.98	36,387
36388	12/16/2013	LEXIS	Lexis Nexis Risk Data Mgmt	54.75	36,388
36389	12/16/2013	LTI	LTI, Inc	3,948.33	36,389
36390	12/16/2013	MAILPO	Mail Post	91.76	36,390
36391	12/16/2013	MINUTE	Mike Immel	27.38	36,391
36392	12/16/2013	NAPA	Genuine Parts Company/Issaquah	158.75	36,392
36393	12/16/2013	NAPA/RED	Woodinville Auto Parts	1,564.84	36,393
36394	12/16/2013	NC MACH	NC Machinery Co	54.43	36,394
36395	12/16/2013	NESAM	NE Sammamish Sewer & Water	123.36	36,395
36396	12/16/2013	NWASPHAL	NW Asphalt, Inc	26,022.15	36,396
36397	12/16/2013	NWCASC	Northwest Cascade, Inc.	1,219.44	36,397
36398	12/16/2013	OILCAN	Oil Can Henry's	64.46	36,398
36399	12/16/2013	ONSITEFI	On Site Fitness, LLC	310.98	36,399
36400	12/16/2013	PACPLANT	Pacific Plants	7,396.73	36,400
36401	12/16/2013	PACSOIL	Pacific Topsoils, Inc	7,318.53	36,401
36402	12/16/2013	PAETEC	PAETEC Integrated Solutions Group,	2,295.13	36,402
36403	12/16/2013	PERFECT	The Perfect Pair	1,494.38	36,403
36404	12/16/2013	PLATT	Platt Electric	1,599.07	36,404
36405	12/16/2013	POA	Pacific Office Automation	201.61	36,405
36406	12/16/2013	QBS	Quality Business Systems	12.10	36,406
36407	12/16/2013	REDMOND	City Of Redmond	30.75	36,407
36408	12/16/2013	RLF	RLF Enterprises, LTD	5,397.50	36,408
36409	12/16/2013	RONGERUD	John Rongerude, PS	300.00	36,409
36410	12/16/2013	ROTARSAM	Rotary Club of Sammamish	52.00	36,410
36411	12/16/2013	SAM	Sammamish Plateau Water Sewer	2,233.87	36,411
36412	12/16/2013	SB&MAC	Stewart MacNichols & Harmell Inc	3,560.00	36,412
36413	12/16/2013	SEATIM	Seattle Times	2,869.47	36,413
36414	12/16/2013	SEQUOYAH	Sequoyah Electric, LLC	216.55	36,414
36415	12/16/2013	SNOHOMIS	Snohomish County Sheriff's Office	358.71	36,415
36416	12/16/2013	SPRAGUE	SPRAGUE	91.98	36,416
36417	12/16/2013	SPRINT	Sprint	735.38	36,417
36418	12/16/2013	STAPLES	Staples Advantage	1,896.76	36,418
36419	12/16/2013	STOECKL	Jane C. Stoecklin	125.00	36,419
36420	12/16/2013	SUNBELT	Sunbelt Rentals	140.98	36,420
36421	12/16/2013	SWIFTTRE	Swift Tree Care	1,752.00	36,421
36422	12/16/2013	TDS	Tire Distribution Systems, Inc.	870.83	36,422
36423	12/16/2013	THAKUR	Sunayna Thakur	101.50	36,423
36424	12/16/2013	ULINE	ULINE	2,381.96	36,424
36425	12/16/2013	UNITRENT	United Rentals NA, Inc	390.02	36,425
36426	12/16/2013	VERIZON	Verizon Wireless	1,734.51	36,426
36427	12/16/2013	WAECOL	Wa State Dept of Ecology	9,755.72	36,427
36428	12/16/2013	WATERSH	The Watershed Company	3,903.75	36,428
36429	12/16/2013	WATSON	Watson Asphalt Paving Co	328,551.43	36,429
36430	12/16/2013	WAWORK	Washington Workwear Stores Inc	805.36	36,430
36431	12/16/2013	WHITEHOR	White Horse Promotional Products	190.63	36,431
36432	12/16/2013	WHPACIFI	WH Pacific, Inc.	2,991.58	36,432
36433	12/16/2013	WINDWARD	Windward Environmental LLC	3,140.23	36,433
36434	12/16/2013	ZEE	Zee Medical Service	207.81	36,434
36435	12/16/2013	ZUMAR	Zumar Industries, Inc.	1,388.64	36,435

Check	Date	Vendor No	Vendor Name	Amount	Voucher
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Check Total:

1,166,602.68

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
36436	12/16/2013	DEEREGVT	John Deere Govt & National Sales	14,640.83	36,436
36437	12/16/2013	EASTFIRE	Eastside Fire & Rescue	470,588.10	36,437
36438	12/16/2013	PSE	Puget Sound Energy	2,705.58	36,438
36439	12/16/2013	SAM	Sammamish Plateau Water Sewer	1,807.76	36,439
36440	12/16/2013	VOYAGER	Voyager	7,086.19	36,440
				<hr/> <hr/>	
Check Total:				496,828.46	
				<hr/> <hr/>	



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: December 31, 2013
RE: Claims for January 7, 2014

\$ 66,639.91
 28,289.99
 1,072,258.35
 111,643.82

Top 5 Expense Items in Packet

King County Sheriff	\$401,086.62	Police Services - December 2013
Rodarte Construction	\$209,297.94	244th Non Motorized Project
Barker, Rinker, Seacat	\$133,847.07	Community & Acquatic Ctr - November 2013
Jack's Repair	\$51,366.63	Vehicle Repair June - December 2013
Everson's Econo Vac	\$43,776.35	Vactor Cleaning December 2013
Fastsigns	\$42,634.71	Stormwater Pond signs - City wide

TOTAL \$ \$ 1,278,832.07
Checks # 36441 - 36543

0.00G+
 66,639.91 +
 28,289.99 +
 1,072,258.35 +
 111,643.82 +
 1,278,832.07G+

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
36441	12/20/2013	ANI	ANI Administrators NW Inc	1,696.31	36,441
36442	12/20/2013	CENTLIN2	Century Link	87.02	36,442
36443	12/20/2013	CHAP13	Chapter 13 Trustee	280.00	36,443
36444	12/20/2013	CROCKER	Dan Crocker Construction, Inc	1,345.45	36,444
36445	12/20/2013	EMPSD	Employment Security Department	201.49	36,445
36446	12/20/2013	ICMA401	ICMA 401	39,699.78	36,446
36447	12/20/2013	ICMA457	ICMA457	10,778.28	36,447
36448	12/20/2013	PSE	Puget Sound Energy	12,061.58	36,448
36449	12/20/2013	WSDA	Wa State Dept of Agriculture	198.00	36,449
36450	12/20/2013	WASUPPOR	Wa State Support Registry	292.00	36,450
Check Total:				66,639.91	

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
36451	12/26/2013	EVERFORD	Evergreen Ford	352.36	36,451
36452	12/26/2013	PSE	Puget Sound Energy	2,349.46	36,452
36453	12/26/2013	US BANK	U. S. Bank Corp Payment System	25,588.17	36,453
				<hr/> <hr/>	
Check Total:				28,289.99	
				<hr/> <hr/>	

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
36454	01/07/2014	A&L	A&L Supply	1,673.76	36,454
36455	01/07/2014	ABC	ABC Special Event Rentals	1,600.17	36,455
36456	01/07/2014	ALDWORTH	Kurt Aldworth	77.97	36,456
36457	01/07/2014	AT&TMOBI	AT&T Mobility	184.21	36,457
36458	01/07/2014	BERGSVIK	Karen Bergsvik	77.00	36,458
36459	01/07/2014	BRIDENST	Art Bridenstine	58.00	36,459
36460	01/07/2014	BRS	Barker Rinker Seacat Architecture	133,847.07	36,460
36461	01/07/2014	BSN	Sport Supply Group, Inc BSN Sports	2,839.75	36,461
36462	01/07/2014	CADMAN	Cadman, Inc.	8,542.82	36,462
36463	01/07/2014	CDW	CDW Govt Inc	210.23	36,463
36464	01/07/2014	CENTLIN2	Century Link	42.53	36,464
36465	01/07/2014	CENTRALW	Central Welding Supply	255.96	36,465
36466	01/07/2014	CEZAR	Susan Cezar	11.47	36,466
36467	01/07/2014	CHICAGO	Chicago Title Insurance Co	547.50	36,467
36468	01/07/2014	CHICAGO2	Chicago Title	20.00	36,468
36469	01/07/2014	COMPOFF	The Complete Office	40.72	36,469
36470	01/07/2014	CRW	CRW Systems	5,000.00	36,470
36471	01/07/2014	DEERE	John Deere Landscapes	4,631.30	36,471
36472	01/07/2014	DELL	Dell Marketing L.P.	4,683.90	36,472
36473	01/07/2014	DONOVANJ	Joe Donovan	58.00	36,473
36474	01/07/2014	DUNHAM	Marlene Dunham	47.77	36,474
36475	01/07/2014	EASTPLUM	Gary Krupp	163.70	36,475
36476	01/07/2014	ENGBUS	Engineering Business Systems Inc	246.38	36,476
36477	01/07/2014	EVERFORD	Evergreen Ford	4,228.64	36,477
36478	01/07/2014	EVERSONS	Everson's Econo Vac, Inc.	43,776.35	36,478
36479	01/07/2014	FASTENAL	Fastenal Industrial Supplies	3,561.39	36,479
36480	01/07/2014	FASTSIGN	Fastsigns Bellevue	42,634.71	36,480
36481	01/07/2014	FINISHCO	Finishing Consultants	9,607.53	36,481
36482	01/07/2014	FORTINI	Christian Fortini	13,835.95	36,482
36483	01/07/2014	FRANCO	Francotyp-Postalia, Inc	43.80	36,483
36484	01/07/2014	GALT	John E. Galt	187.50	36,484
36485	01/07/2014	GCMULTI	Kevin Tighe	2,028.49	36,485
36486	01/07/2014	GRAINGER	Grainger	1,628.66	36,486
36487	01/07/2014	HDFOWL	H. D. Fowler Company	17,986.46	36,487
36488	01/07/2014	INTEGRA	Integra Telecom	1,294.78	36,488
36489	01/07/2014	ISSAQI	Issaquah Press, Inc.	175.88	36,489
36490	01/07/2014	ISSCITY	City Of Issaquah	6,457.50	36,490
36491	01/07/2014	ISSIGNS	Issaquah Signs	1,423.50	36,491
36492	01/07/2014	JACKS	Jack's Repair, LLC	51,366.63	36,492
36493	01/07/2014	JOHNSOND	Daniel Johnson	95.00	36,493
36494	01/07/2014	KINGFI	King County Finance A/R	22.00	36,494
36495	01/07/2014	KINGPARK	King County Parks	1,058.12	36,495
36496	01/07/2014	KINGSH	King County Sheriff's Office	401,086.62	36,496
36497	01/07/2014	LIFEENRI	Life Enrichment Options	660.00	36,497
36498	01/07/2014	LTI	LTI, Inc	4,021.23	36,498
36499	01/07/2014	MASTERCH	Master Chorus Eastside	500.00	36,499
36500	01/07/2014	MICRO	Microflex, Inc.	16.60	36,500
36501	01/07/2014	NC MACH	NC Machinery Co	2,479.32	36,501
36502	01/07/2014	NELSON	Lola Nelson-Mills	50.28	36,502
36503	01/07/2014	NETRUCK	North End Truck Equip Inc	6,484.51	36,503

Check	Date	Vendor No	Vendor Name	Amount	Voucher
36504	01/07/2014	NWCASC	Northwest Cascade, Inc.	1,179.98	36,504
36505	01/07/2014	NWNUISAN	Willard's Pest Control Company	880.92	36,505
36506	01/07/2014	NWPLAY	Northwest Playground Equipment	6,000.46	36,506
36507	01/07/2014	PACAIR	Pacific Air Control, Inc	1,324.49	36,507
36508	01/07/2014	PACPLANT	Pacific Plants	182.32	36,508
36509	01/07/2014	PAPE	Pape Machinery Exchange	3,153.60	36,509
36510	01/07/2014	PARAGON	Paragon Heating	66.00	36,510
36511	01/07/2014	PIEDMONT	Piedmont Directional Signs	525.00	36,511
36512	01/07/2014	PLANTSCA	Plantscapes, Inc	27,236.86	36,512
36513	01/07/2014	PLATT	Platt Electric	138.89	36,513
36514	01/07/2014	PROTH	Prothman Company	8,582.48	36,514
36515	01/07/2014	PSE	Puget Sound Energy	483.04	36,515
36516	01/07/2014	RAINIER	Rainier Wood Recyclers Inc	310.00	36,516
36517	01/07/2014	RODARTE	Rodarte Construction, Inc.	209,297.94	36,517
36518	01/07/2014	ROTH	Stantec Consulting Serives, Inc	1,928.75	36,518
36519	01/07/2014	SAM	Sammamish Plateau Water Sewer	100.84	36,519
36520	01/07/2014	SHANNONW	Shannon & Wilson Inc	3,741.60	36,520
36521	01/07/2014	SONSRAY	Sonsray Machinery LLC	698.67	36,521
36522	01/07/2014	SOUNDSAF	Sound Safety Products Co., Inc	664.67	36,522
36523	01/07/2014	SPRAGUE	SPRAGUE	362.17	36,523
36524	01/07/2014	SUBPROPA	Suburban Propane	210.41	36,524
36525	01/07/2014	SUMNERLA	Sumner Lawn & Saw	7,519.88	36,525
36526	01/07/2014	SUNBELT	Sunbelt Rentals	2,021.55	36,526
36527	01/07/2014	TOYOTA	Toyota Lift NW	117.14	36,527
36528	01/07/2014	ULINE	ULINE	1,624.20	36,528
36529	01/07/2014	WATRACTO	Washington Tractor	779.34	36,529
36530	01/07/2014	WELLSFAR	Wells Fargo Bank, N.A.	11,015.68	36,530
36531	01/07/2014	ZUMAR	Zumar Industries, Inc.	539.81	36,531
				1,072,258.35	
Check Total:					

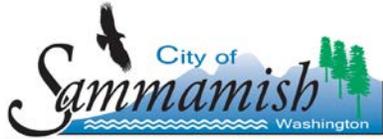
Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 12/31/2013 - 12:17 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
36532	01/07/2014	ASCAP	ASCAP	657.00	36,532
36533	01/07/2014	AWC	Association of Wa Cities	32,665.00	36,533
36534	01/07/2014	EDC	Economic Development Council	5,000.00	36,534
36535	01/07/2014	KINGDOT	King County Department of Transport	200.00	36,535
36536	01/07/2014	NWWeath	NW Weathernet	310.00	36,536
36537	01/07/2014	SAMCHAMB	Sammamish Chamber of Commerce	550.00	36,537
36538	01/07/2014	SESAC	SESAC	685.00	36,538
36539	01/07/2014	SPRING	Springbrook Software, Inc.	32,314.82	36,539
36540	01/07/2014	SYMPRO	Sympro, Inc	4,097.00	36,540
36541	01/07/2014	USPOST	U.S. Postal Service	35,000.00	36,541
36542	01/07/2014	WABO1	Wa Assoc of Bldg Officials	95.00	36,542
36543	01/07/2014	WSAPT	Wa Assoc Permit Technicians	70.00	36,543
Check Total:				111,643.82	



City Council Agenda Bill

Meeting Date: January 7, 2014

Date Submitted: December 31, 2013

Originating Department: Parks and Recreation

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Parks & Recreation
<input checked="" 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: Final Project Acceptance, Lower Sammamish Commons Park Community Garden, Contract #C2013-132

Action Required: Accept the construction of the Lower Sammamish Commons Park Community Garden by Henderson Partners, LLC as complete.

Exhibits: 1. Resolution of project acceptance.

Budget: \$200,000 was allocated in the 2013-2014 budget (Parks CIP) for the development of a community garden at the Lower Sammamish Commons Park.

Summary Statement:

Henderson Partners LLC was selected to construct the Lower Sammamish Commons Park Community Garden. The contract included clearing of existing sod, fencing and gates, planter boxes, irrigation, concrete shed foundation, gravel walkways, kiosk and park sign.

There were no contractor claims filed against the City and no liquidated damages were assessed against the contractor.

All work on the project has been successfully completed; a final inspection has been held and the contractor has completed the final punch list of deficiencies. Acceptance by City Council is necessary before the Department of Revenue is asked to close the project so that the contractor's retainage may be released.

Background:

The contract for the Lower Sammamish Commons Park Community Garden was awarded by City Council on March 5, 2013 to Henderson Partners LLC in the amount of \$129,830.00 + WSST. The project has been successfully completed and City staff are ready to close out the project.

The work began in March 2013 and was substantially complete by September 30, 2013.



City Council Agenda Bill

Financial Impact:

None

Recommended Motion:

Approve resolution for acceptance of the Lower Sammamish Commons Park Community Garden by Henderson Partners LLC.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2014-____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE LOWER SAMMAMISH
COMMONS PARK COMMUNITY GARDEN PROJECT AS
COMPLETE**

WHEREAS, at the Regular Council meeting of March 5, 2013, the City Council authorized the City Manager to enter into a contract with the lowest responsible and responsive bidder for the Lower Sammamish Commons Park Community Garden project; and

WHEREAS, the City Manager entered into a contract C2013-132 with Henderson Partners LLC on March 6, 2013; and

WHEREAS, the project was substantially completed by the contractor on September 30, 2013; and

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

Section 1. Acceptance of the Lower Sammamish Commons Park Community Garden project as complete. The City of Sammamish hereby accepts the Lower Sammamish Commons Park Community Garden project as complete.

Section 2. Authorization of Contract Closure Process. The City of Sammamish Director of Parks and Recreation is hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, the Department of Labor and Industries and the Department of Employment Security.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF JANUARY 2014.**

CITY OF SAMMAMISH

Mayor

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael Kenyon, City Attorney

Filed with the City Clerk: December 26, 2014

Passed by the City Council:

Resolution No.: R2014-_____



City Council Agenda Bill

Meeting Date: January 7, 2014

Date Submitted: December 30, 2013

Originating Department: Public Works

Clearances:

City Manager

Community Development

Parks & Rec

Attorney

Finance & IT

Police

Admin Services

Fire

Public Works

Subject: SE 14th Street Extension Project Construction Bid Rejection

Action Required: Authorize the City Manager to reject all bids for the SE 14th Street Extension Project

Exhibits: None

Budget: N/A

Summary Statement:

The Public Works Department recommends that the City Council authorize the City Manager to reject all bids for the SE 14th Street Extension Project. The City has not yet secured clear title to the SE 14th Street private road easement.

Background:

SE 14th Street was created as a part of the Coyote Country subdivision long before the City of Sammamish incorporated. This unimproved gravel road was established as a shared private roadway in 1959. The deed for the private road easement contains a clause requiring the transfer of the SE 14th Street private roadway easement to the City at such a time as the City is willing to accept the road.

The action of extending this short segment of SE 14th Street was initiated as a result of the Lawson Park subdivision which was accepted as a Final Plat by the City Council at the Special Meeting on December 10, 2013. This development has improved approximately 500 of SE 14th Street to the west of the City's project. This will leave approximately 500 feet of the roadway in a private unimproved roadway status.

The City has worked in good faith with the adjacent residents along SE 14th Street in an effort to address their concerns about the planned improvements. Based on the progress made with the residents, staff requested bids for this work utilizing the City's Small Works Roster on September 26, 2013. A total of ten bids were received. Bids were opened on October 10, 2013. It was anticipated that the City would have obtained clear title for the private road easement from the four affected property owners around the time that bids were opened. Unfortunately, the residents have not responded in a timely manner. Legal action was initiated in November, but is not scheduled to be heard in the courts until January of 2015. The proposals have since expired due to the length of time since bids were opened.



City Council Agenda Bill

Staff anticipates rebidding the project once legal access to the road easement has been secured.

Financial Impact:

There is no direct financial impact to rejecting the bids

Recommended Motion:

Move to authorize the City Manager to reject all bids for the SE 14th Street Extension Project.



City Council Agenda Bill

Meeting Date: January 7, 2014

Date Submitted: December 30, 2013

Originating Department: Parks and Recreation

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" 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: Community Sports Field Turf Maintenance

Action Required: Authorize the City Manager to execute a contract with The Brickman Group Ltd, LLC to provide sports turf maintenance at the Eastlake High School and Skyline High School Community Sports Fields.

Exhibits:

1. Contract
2. Bid Tab

Budget: \$90,000 is allocated in the adopted 2014 Parks Resource Management Budget for sports turf maintenance.

Summary Statement:

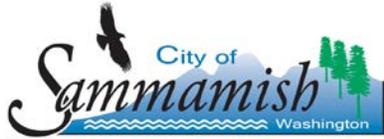
As outlined in the partnership agreement between the City and the Issaquah School District and the Lake Washington School District, the City shall schedule and provide maintenance at the community sports fields. Maintenance of the community sports fields was identified in the 2013-14 budget to be performed by contract.

A request for proposals (RFP) was issued on October 22, 2013 for Sports Turf Maintenance at Eastlake High School and Skyline High School Community Sports Fields. A total of two firms responded to the RFP. One firm immediately withdrew their bid due to inaccurate wages proposed, leaving the City with one bid that exceeded the amount that staff had estimated. The City Council rejected all bids on December 3, 2013.

The RFP for sports turf maintenance was reissued on December 4, 2013. A total of three firms responded. The Brickman Group Ltd., LLC was identified as the lowest responsible bidder. The RFP specifies that this contract may be renewed at the City's option for up to three (3) additional one-year terms. The compensation may be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

Background:

Since opening the community sports fields (Skyline in 2005 and Eastlake in 2006 and 2013), maintenance of these fields has been provided by contract.



City Council Agenda Bill

In addition to the base contract, approval of a management reserve in the amount of \$5,000 is being requested to cover additional maintenance services that may be needed throughout the year. Additional sports turf maintenance may be required during heavy use (i.e. tournament play), following a serious weather event, or when minor repairs are needed. Additional sports turf maintenance services are processed through a discretionary work form.

Financial Impact:

The requested authorization amount is \$74,372.63. This includes a contract with The Brickman Group Ltd, LLC for sports turf maintenance in the amount of \$69,372.63. The additional amount of \$5,000 is a management reserve to be used by written authorization to cover maintenance services as needed for unexpected turf or equipment repair.

Recommended Motion:

Authorize the City Manager to execute a contract with The Brickman Group Ltd, LLC for \$69,372.63 to provide sports turf maintenance at the community sports fields plus a management reserve fund in the amount of \$5,000 for a total contract not to exceed \$74,372.63.

Bid Tabulation
City of Sammamish
Department of Parks and Recreation

Project: Sports Turf Maintenance (Community Sports Fields)
Date: 12/20/13

Bidder	Total bid
Northwest Landscaping	\$77,985.90
The Brickman Group Ltd.	\$69,372.63
Ground Group	\$85,917.49

The apparent low bidder is : The Brickman Group Ltd.

Exhibit 1



City Council Agenda Bill

Meeting Date: January 7, 2014

Date Submitted: December 30, 2013

Originating Department: Administrative Services

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Recreation
 Police
 Public Works

Subject: Contract Amendment No. 1 – Fire Services Evaluation

Action Required: Authorize the City Manager to approve Contract Amendment No. 1 (C2013-175) with FCS Group for evaluation of the City's fire protection and emergency medical services.

Exhibits: Supplemental Agreement No. 1

Budget: \$15,443.12 - 2013-2014 General Fund/Non-Department Operating Contingency (001-090-518-90-41-09)

Summary Statement:

This contract amendment will increase the existing contract with FCS Group, for evaluation of the City's fire protection and emergency medical services, by \$15,443.12 for a total contract amount of \$30,443.12.

Background:

In light of the pending expiration of the of the current Eastside Fire and Rescue (EF&R) interlocal agreement, the City entered into a professional services agreement with FCS Group for evaluation of the City's fire protection and emergency medical services in March 2012.

The original professional services agreement with FCS Group (contract number C2012-113) in the amount of \$50,000 included a review and analysis of EF&R's finances, funding model (including identifying alternatives), and operational issues. Cost and operational comparisons were analyzed with other western Washington cities and alternative options for fire and emergency services were developed. FCS Group performed this work in conjunction with the Technical Advisory Committee (TAC), prepared draft and final reports, and presented the results of their work to the City Council.

The City and FCS Group entered into a subsequent agreement (contract number C2012-151) in the amount of \$15,000 for on-call consulting services to assist City staff with further analysis and negotiations concerning its fire services. Tasks included clarifying and interpreting data from FCS



City Council Agenda Bill

Group’s evaluation study, conducting new and additional research as requested, and an additional presentation to the City Council.

In May 2013, the City requested FCS Group to perform additional services (contract number C2013-175) in the amount of \$15,000 that included refining costs estimates, developing and analyzing station and service delivery alternatives and costs, and a reviewing facility and apparatus needs culminating in a final report and presentation to the City Council on October 14, 2013.

Contract Amendment

In preparation for the October 14th meeting, FCS Group was asked to prepare and submit an additional report (not included in the contracted scope of work) and attend an additional TAC meeting to brief City Councilmembers and TAC members. In addition, FCS Group was asked to assist in the preparation of responses to questions received during public comment at the City Council meeting.

To ensure transparent sharing of information, an additional public meeting was scheduled on November 5, 2013. In preparation for this meeting, FCS Group performed additional research on other fire departments, met with City staff and Councilmembers, and prepared the presentation.

Preparation and development of the October 14th and November 5th presentations, as well as assistance in responding to questions posed through the public hearing process, were not contemplated in the scope of contract number C2013-175. A total of approximately 65 additional hours were spent on these final tasks representing \$15,443.12 of consulting services over the contracted amount.

Financial Impact:

This action will obligate the City to an additional \$15,443.12. Sufficient appropriation exists within the 2013-2014 General Fund/Non-Department Operating Contingency budget.

Original Contract Amount	\$15,000.00
Amendment No. 1	<u>15,443.12</u>
Total Revised Contract Amount	\$30,433.12

Fire Services Evaluation Contracted Services

Upon completion of the services associated with this amendment, total contracted services with FCS Group for evaluation of the City’s fire protection and emergency medical services will total \$95,443.

Contract Number	Date	Amount
C2012-113	3/7/12	\$50,000.00
C2012-151	8/3/12	15,000.00
C2013-175	9/18/13	<u>30,433.12 (a)</u>
Total Contracted Services		\$95,443.12

(a) Includes Contract Amendment #1



City Council Agenda Bill

Recommended Motion:

Authorize the City Manager to execute Contract Amendment No. 1 with FCS Group for evaluation of fire services in an amount not to exceed \$15,443.12.



SUPPLEMENTAL AGREEMENT

Amendment Number: 1	Date: December 30, 2013
Project: Evaluation of Sammamish Fire Services	City Project number: N/A
Consultant: FCS Group	Contract Number: C2013-175

The City of Sammamish desires to amend the agreement with FCS Group for evaluation of the City’s fire protection and emergency medical services. All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to this agreement are described as follows:

- Increase contract by \$15,443.00, for a total contract amount not to exceed \$30,443.00, for preparation and development of the October 14, 2013 and November 5, 2013 presentations, as well as assistance in responding to questions posed through the public hearing process totaling approximately 65 hours of additional consulting time.

Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
\$15,000.00	\$15,000.00	\$15,443.12	\$30,443.12
<div style="border-top: 1px solid black; margin-top: 10px;">FCS Group</div>		Approved:	
Date	<div style="border-top: 1px solid black; margin-top: 10px;">City of Sammamish</div>	Date	

Exhibit 1

COUNCIL  *MINUTES*

**Regular Meeting
November 18, 2013**

Mayor Tom Odell called the regular meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present:

Mayor Tom Odell
Deputy Mayor Ramiro Valderrama
Councilmember John Curley
Councilmember Don Gerend,
Councilmember John James
Councilmember Tom Vance
Councilmember Nancy Whitten

Staff present:

Ben Yazici, City Manager
Lyman Howard, Deputy City Manager
Kamuron Gurol, Assistant City Manager/Community Development Director
Mike Sauerwein, Assistant City Manager and Administrative Services Director
Parks & Recreation Director Jessi Bon
Linda Frkuska, Deputy Parks Director
Anjali Myer, Project Manager
Sevda Baran, Project Manager
Joe Guinasso, Finance and Technical Services Director
Chris Gianini, Deputy Finance Director
Laura Philpot, Public Works Director
Jeff Brauns, City Engineer
Kari Sand, City Attorney
Melonie Anderson, City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Curley led the pledge. Mayor Odell asked the Council and audience members to remain standing for a moment of silence for the victims of Philippine typhoon and the damaging tornado in the mid-west.

Approval of Agenda

MOTION: Deputy Mayor Valderrama moved to approve the agenda. Councilmember Whitten seconded. Motion carried unanimously 7-0.

Student Liaison Reports

Skyline Student Liaison (Hamilton Wasnick)

The football team lost to Federal Way and are out of the play-offs. The soccer team also lost to Issaquah. Volleyball placed 7th. Fundraising efforts will go to the Ben Towne Foundation (<http://bentownefoundation.org/our-mission/>) for pediatric cancer research. They will also be providing blankets for tent city and possibly providing some meals there.

Eastlake Student Liaison (Lauren Mittenthal/Megan Cantrell)

She explained that the new leadership teacher is Don Bartell (Eastlake Head Football Coach as well). The leadership team is working on making all students feel accepted at Eastlake. Girls swim and dive team placed 5th. The coach Kate Agnew was voted coach of the year. The football team is still in the playoffs.

Presentations/Proclamations

- **Community Center Update**

Parks & Recreation Director Jessi Bon introduced the consultants from BRS, who gave a presentation on the 60% design of the building. They showed a PowerPoint presentation (available on the city's website at www.sammamish.us). They explained the changes and cost saving measures that have been done to reduce the cost of the building. The only major change was having a half-court gym instead of a full size gym. Total project cost is now at \$34,504,000 which includes an inflation contingency. Since this dollar amount still exceeds the \$30,000,000 an alternative was also offered which swapped out the small gym for the larger gym with a running track in exchange for reducing the aquatic space. The cost for that would be \$30,693,541. Looking at this alternate plan could cause delay and the project might be pushed out an additional year so that construction could begin in June, due to the conditions of the site. YMCA Director Marcia Isenberger explained that the Y could not build the same building for \$30,000,000. Deputy Mayor Valderrama questioned why changes have not been made to the building itself.

MOTION: Councilmember Whitten moved to adopt project alternative amount of \$34, 504,000 as based on 60% design (which includes a contingency). Councilmember Gerend seconded. Motion carried 5-2 with Deputy Mayor Valderrama and Councilmember Curley dissenting.

Deputy Mayor Valderrama is concerned about the cost escalation on a project that has not even begun. Councilmember Curley believes the city should not be getting into the health club business.

Public Comment

Father Kevin Duggan, Pastor Mary Queen of Peace, the church is asking for a 30 day extension on the temporary use permit for Tent City 4. Hosting Tent City has been a very positive experience.

Dave Augenstein, 723 212th Avenue SE, Spoke regarding Fire Services and Eastside Fire & Rescue. He also invited everyone out to the Eastlake High School Football game on Saturday.

Michael Liu, 226632 SE 14th Place, Representing the Redford Ranch HOA, He spoke regarding changing the city's temporary use permit. He suggested that it should be modeled after Mercer Island's regulations which do not allow the temporary encampments to locate in the same area each time they come.

CJ Kahler, 21911 SE 20th Street, Speaking for Sammamish Rotary, They had a record year at the Nightmare at Beaver Lake. Rotary Club supports the 30 day extension for Tent City 4. The need for homeless shelters is high and increasing.

Sarah Morlipue, 24220 NE 30th Street, She spoke regarding the Community Center and she is glad that the Council voted to move forward with the lap pool. She urged them to keep the lap pool. She was also supportive of extending the temporary Use Permit for Tent City 4.

City Manager Ben Yazici explained that staff is going to bring an ordinance regarding temporary use permits to the next meeting.

MOTION: Councilmember Vance moved to have staff bring an ordinance for a 30-day extension to Temporary Use Permit. 4 for the December 3, 2013 Council meeting. Councilmember Gerend seconded. Motion carried unanimously 7-0.

Consent Agenda

- Payroll for the period ending October 31, 2013 for pay date November 5, 2013 in the amount of \$ 283,690.75

Approval: Claims for period ending November 18, 2013 in the amount of \$1,891,140.38 for Check No. 36083 through 36210

Ordinance: Second Reading Vacating a Portion of SE 28th Street (O2013-357)

Ordinance: Second Reading Vacating a Portion of SE 32nd Street (O2013-358)

MOTION: Councilmember James moved to approve the consent calendar. Deputy Mayor Valderrama seconded. Motion carried unanimously 7-0.

Public Hearing

Assistant City Manager/Director of Community Development Kamuron Gurol gave the staff report. There was originally 4 items on the 2013 Docket, which have been reduced to the two brought forward tonight This is the first reading of the ordinances on the 2013 Docket Items. Staff recommends opening the public hearing, taking testimony. This is the first reading of these ordinances, no action is being recommended tonight.

Ordinance: First Reading - 2013 Docket - Amending The City Of Sammamish Comprehensive Plan Chapter 5 Transportation Element

Public Works Director Laura Philpot gave a staff report and showed a PowerPoint presentation on the Transportation Level of Service Density (*available on the city's website at www.sammamish.us*).

Ordinance: First Reading – 2013 Docket Density Calculation Pilot

Option 1: Relating To The 2013 Docket And Denying A Proposal To Create A Pilot Program To Permit Certain Qualifying Properties To Be Governed By Modified Development Regulations

Option 2: Relating To The 2013 Docket And Establishing A Pilot Program Under Which Selected Sites May Use A Modification To SMC 21A.25.080 Regarding Calculation Of The Total Number Of Allowable Lots; Providing For Severability; And Establishing An Effective Date

Associate Planner Robin Proebsting gave the staff report and showed a PowerPoint presentation regarding the Pilot Program for Net Density (*available on the city's website at www.sammamish.us*).

Public Hearing was opened at 9:03 pm.

Public Comment

Rick Aramburu, 720 Third Avenue, Suite 2000, Representing Broadmoor HOA, He spoke against the Pilot Program. He does not feel that this is a comprehensive plan amendment but only affects one individual.

Joe McCarren, 24107 NE 29th Street, President Broadmoor HOA, He supported the previous speaker. He feels increased density in their neighborhood would decrease the safety of the streets.

Greg Kip, 3011 211th Avenue NE, Spoke in support of the Pilot Program. He feels this is a matter of equity for all landowners.

Ray Macy, 24034 NE 29th Street, Supported the previous speakers from the Broadmoor HOA.

Andrew Moreldge, 24220 NE 30th Place, He spoke against the Pilot Program.

Mark Comer, 1628 204th Avenue NE, He spoke against the LOS ordinance. He does not feel that Eastlake Sammamish should be removed from the transportation improvement list.

Public hearing closed at 9:19 pm.

Councilmember Whitten suggested tabling the Net Density Pilot Program and instead consider R-1 Zoning as part of the Comprehensive Plan update. Consensus was this would not be tabled and will be brought back at the next Council meeting.

Mr. Yazici suggested reordering the agenda and moving New Business up to the next order of business.

Council recessed from 9:20 pm to 9:30 pm.

MOTION: Councilmember moved to extend the meeting time to 10:30 pm Deputy Mayor Valderrama seconded. Motion carried 5-1 with Councilmember Curley dissenting and Councilmember Vance absent.

New Business

Resolution: Support Of Each Of The Three (3) Issaquah School District Levies (Collectively, The "Levy"), As Follows:

- Renewal Of The Maintenance And Operations Levy For Funding District Education Programs And School Operations In The Amount Of \$44,500,000 For 2015;

\$48,000,000 In 2016; \$51,500,000 In 2017; And \$54,000,000 In 2018 (The “M&O Levy”)

- School Bus Levy To Fund New And Replacement School Buses For Increased Operational Effectiveness And Efficiency In The Amount Of \$1,700,000 (The “School Bus Levy”); And
- Capital Projects Levy To Fund Education Technology And Critical Repairs, School Remodeling And Updating For Safety, Security And Efficiency In The Amount Of \$11,420,000 In 2015; \$12,050,000 In 2016; \$13,592,000 In 2017; And \$14,890,000 In 2018 (The “Capital Projects Levy”);

Assistant Superintendent Ron Thiele explained the need for the levy. Suzanne Weaver, representing the Vote for Issaquah Schools, asked for Council to endorse the three levies.

MOTION: Councilmember James moved to approve the Issaquah School District’s 2014 Levy measures. Deputy Mayor Valderrama seconded. Motion carried 7-0.

Public Hearing

Ordinance: First Reading - 2013-2014 Budget Adjustment - Amending Ordinance No. 02013-343, The 2013-2014 City Budget, For The Purpose Of Revising The 2013-2014 Biennial Budget.

Ordinance: First Reading - 2014 Tax Levy - Relating To The Levying Of Regular Property Taxes And Establishing The Amount To Be Levied In 2014 On The Assessed Valuation Of The Property Within The City.

Finance Director Joe Guinasso gave the staff report and showed a PowerPoint presentation on both the Budget Adjustments and 2014 Property Tax Levy Rate (*available on the city’s website at www.sammamish.us*). This is the first reading of the ordinances. No action is recommended at this time.

Public hearing opened at 10:00 pm and closed with no public comments.

Ordinance: First Reading - Extending A Moratorium On The Establishment Of Collective Gardens; Defining “Collective Gardens;” And Establishing An Effective Date.

Ordinance: First Reading - Imposing A Moratorium On The Establishment Of Certain Marijuana-Related Facilities; Defining Said Certain Marijuana-Related Facilities; Entering Legislative Findings; Providing For Severability; And Establishing An Effective Date.

Mr. Yazici explained that these are both extensions of current moratoriums and will be brought back at the December 3, 2013 regular meeting.

Public Hearing opened at 10:01 pm and was continued to December 3, 2013 Council meeting with no public comment.

Unfinished Business - None

Council Reports

Councilmember Vance reported that the EF & R board approved the funding model resolution and approved an additional Ad Hoc committee to study additional changes to the interlocal agreement. Their first meeting will be November 22.

Councilmember James reported the Community and Economic Development Committee will be meeting tomorrow.

Mayor Odell reported that several regional appointments have been announced for 2014: Councilmember Vance has been appointed to the Regional Transit Committee, Councilmember Gerend will serve on both the Puget Sound Regional Committee's Executive Board and the Transportation Policy board. Mayor Odell will continue with Seattle/King County Economic Development Commission and as a voting member of the Growth Management Policy Council. Mayor Odell and Councilmembers Vance and Gerend attended the National League of Cities Conference

Mayor Odell reported that the Sammi Awards are open for nominations.

City Manager Report

Mr. Yazici reported that staff has been receiving requests regarding the 42nd Street Barricade. It is not in the current work plan for 2014. This will be brought up after the new councilmembers are on board.

Executive Session – Litigation pursuant to RCW 42.30.110(1)(i)

Council retired to executive 10:16 pm and returned at 10:35 pm. No action was taken.

Meeting adjourned at 10:30 pm.

Melonie Anderson, City Clerk

Thomas T. Odell, Mayor

COUNCIL  *MINUTES*

Regular Meeting
December 3, 2013

Mayor Tom Odell called the regular meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present:

Mayor Tom Odell
Deputy Mayor Ramiro Valderrama
Councilmember John Curley
Councilmember Don Gerend,
Councilmember John James
Councilmember Tom Vance
Councilmember Nancy Whitten

Staff present:

Ben Yazici, City Manager
Kamuron Gurol, Assistant City Manager/Community Development Director
Mike Sauerwein, Assistant City Manager and Administrative Services Director
Jessi Bon, Parks & Recreation Director
Joe Guinasso, Finance and Technical Services Director
Chris Gianini, Deputy Finance Director
Laura Philpot, Public Works Director
Jeff Brauns, City Engineer
Eric LaFrance, Senior Stormwater Engineer
Mike Kenyon, City Attorney
Melonie Anderson, City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Curley led the pledge.

Approval of Agenda

MOTION: Deputy Mayor Valderrama moved to approve the agenda. Councilmember Curley seconded. Motion carried unanimously 7-0.

Presentations/Proclamations

Student Liaison

Skyline High School – Emily Anne Owen
Reported on the Ben Towne Foundation Fundraiser. There will be information on the Skyline website.

Public Comment

Claire Petersky, Eastside Friends of Seniors, She showed a PowerPoint presentation explaining what the services the agency provides. They have served 60 Sammamish residents. The service needs is growing rapidly.

Joe Timmerman, 69711 Pine Street, Sisters, OR, He has proposed a docket request for the 2014 comprehensive plan update. They would like to have the property rezoned. Currently, staff is not recommending changing the zoning of this property.

David Hurlburt, 21125 NE 4th Street, He feels the city is growing faster than the infrastructure can support. He urges Council not to change the way density is calculated.

Ilene Stahl, 21533 SE 28th Lane, She spoke regarding the Community Center. She does not feel that the storm water requirements should be changed in the Town Center without allowing for more public process.

Father Kevin Duggan, Mary Queen of Peach Church, He urged Council to approve the ordinance that will allow Tent City 4 to extend their temporary use permit by an additional 30 days. The tent city has been a very positive experience for the entire community.

Erica Tiliacos, 18707 SE Newport Way, Issaquah, Friends of Pine Lake, She spoke regarding the Community Center and their request for a deviation to the Town Center storm water standards. She urged Council not approve the resolution being proposed tonight regarding storm water in the Town Center.

Greg Kip, 3011 211th Avenue NE, Spoke regarding the Density Calculation Pilot Program. He urged Council to support the program. He suggested a compromise of maximum density be changed to two units per acre in the Pilot Program.

Joe McCarran, 24107 NE 29th Street, He supports the extension for Tent City. He is representing the Broadmoore Estates HOA. They are against the Density Calculation Pilot Program.

Consent Agenda

- Payroll for the period ending November 15, 2013 for pay date November 20, 2013 in the amount of \$278,301.17

Approval: Claims for period ending December 3, 2013 in the amount of \$931,378.11 for Check No. 36211 through 36316

Ordinance: Second Reading - 2013-2014 Budget Adjustment - Amending Ordinance No. 02013-343, The 2013-2014 City Budget, For The Purpose Of Revising The 2013-2014 Biennial Budget. (O2013-359)

Ordinance: Second Reading - 2014 Tax Levy - Relating To The Levying Of Regular Property Taxes And Establishing The Amount To Be Levied In 2014 On The Assessed Valuation Of The Property Within The City (O2013-360).

Resolution: Amending Resolution R2012-514 The City's Master Fee Schedule (R2013-554)

Resolution: Adopting The City Of Sammamish Employee Salary Schedule For Fiscal Year 2014 (R2013-555)

Resolution: Establishing Medical Insurance Premium Contribution Rates For Fiscal Year 2014 (R2013-556)

Contract: Landscape Maintenance/Northwest Landscapes LLC

Contract: Graphic Design Services/UpRoar

Contract: 2014 Sweeping Services/Best Parking Lot Cleaning

Contract: 2014 Vactoring Services/Everson's Econo-Vac's

Contract: 2014 Custodial Services/Top to Bottom

Contract: 2014 On-Call Electrical Services/Sequoyah

Contract: 2014 On-Call Plumbing/Eastside Plumbing Services

Contract: 2014 HVAC Maintenance/Pacific Air Control Inc.

Contract: Evans Creek Preserve Phase II/ Washington Trails Association

Contract: Kellman House Demolition/Imperial Demolition and Earthworks

Contract: Management of City's Recycling Program/Olympic Environmental Resources

Bid Rejection: Sports Turf Maintenance

Approval: Resolution: Accepting The NE Sammamish School Intersection Improvements Project As Complete.

Approval: November 5, 2013 Regular Meeting Minutes

Approval: November 12, 2013 Special/Joint Meeting Minutes

MOTION: Councilmember James moved to approve consent calendar. Deputy Mayor Valderrama seconded. Motion carried unanimously 7-0.

Public Hearing

Ordinance: Second Reading - Extending A Moratorium On The Establishment Of Collective Gardens; Defining "Collective Gardens;" And Establishing An Effective Date.

Public Hearing opened at 7:08 pm and closed with no comment.

MOTION: Councilmember James moved to approve the ordinance extending the moratorium on the Establishment of Collective Gardens. Councilmember Vance seconded. Motion carried 6-1 (O2013-361).

Ordinance: Second Reading - Imposing A Moratorium On The Establishment Of Certain Marijuana-Related Facilities; Defining Said Certain Marijuana-Related Facilities; Entering Legislative Findings; Providing For Severability; And Establishing An Effective Date.

MOTION: Councilmember James moved to extend the moratorium on the establishment of certain marijuana-related facilities. Councilmember Curley seconded. Motion carried unanimously 7-0 (O2013-362)

Deputy Mayor Valderrama is supportive of medical marijuana but he feels the city should prohibit the sale and use of marijuana with the city limits.

Unfinished Business

Ordinance: Second Reading - 2013 Docket - Amending The City Of Sammamish Comprehensive Plan Chapter 5 Transportation Element

MOTION: Deputy Mayor Valderrama moved to amend the Sammamish Comprehensive Plan, Chapter 5 Transportation Element. Councilmember Curley seconded. Motion carried unanimously 7-0(O2013-363).

Ordinance: Second Reading – 2013 Docket Density Calculation Pilot

Option 1: Relating To The 2013 Docket And Denying A Proposal To Create A Pilot Program To Permit Certain Qualifying Properties To Be Governed By Modified Development Regulations

Option 2: Relating To The 2013 Docket And Establishing A Pilot Program Under Which Selected Sites May Use A Modification To SMC 21a.25.080 Regarding Calculation Of The Total Number Of Allowable Lots; Providing For Severability; And Establishing An Effective Date

Option 3: Move that staff include an evaluation of changing the city's density calculation methodology for the R-1 zone as a part of the 2015 Comprehensive Plan Rewrite process. Further City Council discussion should take place in early 2014 regarding the Council's policy direction for that change, and for resource needs, as applicable.

MOTION: Councilmember Whitten moved review and reassess the R-1 Zoning and its elements to ensure they achieve the objectives of protecting the environment including reviewing the net density calculation methods. Councilmember Vance seconded. Motion carried 4-3 with Councilmembers James, Gerend and Curley dissenting (O2013-364).

Councilmembers James and Gerend are supportive of the amendment offered by Mr. Kip during the Public comment.

New Business

Mayor Odell moved to amend the order of business, Item 29 – Temporary Use Permit Extension Option will come before item 26 – Comprehensive Plan Update.

Ordinance: Creating An Interim Option For Temporary Use Permit Applicants To Request An Extension To The Permit Time Limit

MOTION: Councilmember Vance moved to adopt the Interim Option for Temporary Use Permit Applicants to request an extension to the permit time lime. Councilmember Curley seconded. Motion carried unanimously 7-0 (O2013-365).

Resolution: Amending City Purchasing Policies To Conform To State Law Requirements For Monies Budgeted And Spent In All City Operations To Allow Accounts Payable Checks To Be Mailed Prior To City Council Approval.

Finance Director Joe Guinasso gave the staff report. The Finance Committee has reviewed the policy and is recommending the proposed amendments.

Councilmember Whitten requested the Council be notified that the City Manager has reviewed the bills.

MOTION: Deputy Mayor Valderrama moved to adopt the resolution amending the City's Purchasing Policies. Councilmember Gerend seconded. Motion carried unanimously 7-0 (R2013-558).

Resolution: Providing Guidance To City Staff Regarding Town Center Regulations

Senior Storm Water Engineer Eric LaFrance gave a staff report and showed a PowerPoint presentation (available on the city's website at www.sammamish.us).

MOTION: Councilmember Gerend moved to approve the resolution providing guidance to City Staff regarding Town Center regulations. Councilmember James seconded.

AMENDMENT: Councilmember Whitten moved to separate Items a. and b in the resolution into two separate motions and to continue to implement 80% volume control in the Ebright Creek Basin. Deputy Mayor Valderrama seconded. Motion carried unanimously 7-0.

MOTION: Councilmember Gerend moved to reducing the structured parking requirement for commercial and mixed use projects from 80% to 50% of required stalls (SMC 21B.40). Deputy Mayor Valderrama seconded. Motion carried unanimously 7-0.

MOTION: Councilmember Whitten moved to reducing the stormwater volume requirement for commercial and mixed use projects from 100% to 60% of the applicable standard. "Staff should continue to implement an 80% volume standard in the Ebright Creek basin, where feasible (SMC 21B.85). Councilmember Vance seconded. Motion carried 5-2 with Deputy Mayor Valderrama and Councilmember Gerend dissenting. Motion carried (R2013-559).

Councilmember Gerend does not feel the 80% volume standard for Ebright Creek is financially feasible.

Council recessed from 9:00 pm to 9:11 pm

Resolution: Related To Topics For Consideration In The 2015 Comprehensive Plan Rewrite Also Known As "Sammamish 2035"

Mr. Gurol gave the staff report. He requested Council to give direction on whether or not to include these additional work items in the 2015 Comprehensive Plan Rewrite. Council agreed to include the following items, at least to explore the costs associated with them:

- Expand policies that promote housing type diversity, especially for seniors
- Review affordable housing requirements, emphasize incentives
- Maintain strong environmental protections
- Maintain strong environmental protections
- Consider policies promoting new technologies (smart metering, electric fleets, grey water systems)
- Consider policies to maximize site use while protecting environmental quality limited to R-1 Zoning including studying the zoning of the two docket requests
- Review list provided by Scott Hamilton regarding flexibility in commercial zones; Allow hardware stores in commercial zones
- Promote complete streets, enhance internal connectivity of non-motorized facilities
- Coordinate with water and sewer districts to ensure plans are consistent

- Incorporate data from recent citywide survey
- Include Klahanie PAA pursuant to adopted Council resolution but don't begin work until after the February 2014 vote to see if Klahanie votes to annex to Issaquah
- Explore potential locations for hotels/other lodging
- Review policies that support wildlife protection
- Pursue amendment to Urban Growth Area boundary with King County in 2016
- Research areas where a hardware store could be built

Item 4. Regarding transportation and land use analysis, staff with research partnering with the school districts to explore the possibility of providing additional transportation options. Staff will report back to Council regarding their efforts next year.

Council approved considering the two re-zoning docket requests as part of the overall R-1 Zone review.

Council will consider Exhibit C and Councilmember Whitten's requests at the next meeting.

Council Reports – No Report

City Manager Report - No Report

Executive Session – Potential Litigation pursuant to RCW 42.30.110(1)(i)

Council recessed to Executive Session at 10:15 pm and returned at 10:30 pm. No action was taken.

Meeting adjourned at 10:30 pm

Melonie Anderson, City Clerk

Thomas T. Odell, Mayor



Memorandum

Date: January 7, 2014

To: Ben Yazici, City Manager

From: Lyman Howard, Deputy City Manager

Re: Update to Eastside Fire and Rescue Consortium Agreement

Overview:

For over the last 18 plus months, representatives from the City of Sammamish (both elected officials and staff) have been working with our Eastside Fire & Rescue (EF&R) partners to modify the financial and operational terms of the partnership to achieve better financial fairness and operational clarity.

By way of background, the current Interlocal Agreement (ILA) gave each partner a once in every seven year option to withdraw from the consortium. Our deadline to withdraw, with an effective date of January 1, 2015, is by the end of January 2014.

In mid-2012 the City engaged FCS Group as a consultant and appointed a Sammamish citizen panel consisting of experienced, past EF&R Board members to study the issues and options available for providing fire and emergency medical services to the citizens of Sammamish.

The conclusion was that the current funding formula places a disproportionate emphasis on property values surrounding a fire station rather than other significant factors including the number of calls for service and fire station move-ups. This inequity is represented in the following metric: In 2012 Sammamish paid 29% of EF&R's operational costs but received 18% of the calls for service.

City of Sammamish representatives and the City Manager were directed by City Council resolution R2012-498 to work with our partners to revise the EF&R Interlocal Agreement and related documents to reflect recommended changes to the governance and funding model of the partnership. The recommendations included:

- A funding model for operations that includes a 50/50 split between assessed value and calls for service as an integral part of the ILA
- 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

EF&R Board members met many times over the spring and summer of 2013 with minimal progress. In Late summer of 2013 a facilitator was hired in an attempt to break the stalemate. From August to October 2013, facilitated meetings took place to discuss the funding formula and operational issues.

Eastside Fire and Rescue Partners appeared unwilling to modify the funding formula until a separate ad hoc committee met and worked through the issue in early November 2013. Councilmember Don Gerend was our representative on that committee.

Recommended modifications to the funding model included what is referred to as the 85/15 Plan:

- Issaquah's Park & Ride Fire Station #72 (a primary move-up station) would be 75% paid by Issaquah and 25% treated as a regional asset and paid for by all partners
- Sammamish's Pine Lake Fire Station #81 (a primary move-up station) would be 75% paid by Sammamish and 25% treated as a regional asset and paid for by all partners
- 85% of the operational cost for each fire station would be based on Assessed Value (AV)
- 15% of the operational cost for each fire station would be based on Calls for Service
 - Fire Calls for Service would be weighted 75%
 - Emergency Medical Calls for Service would be weighted 25%

Phasing in the above formula over two years, shows a first year savings to Sammamish of approximately \$352,000. In the second and subsequent years the savings are approximately \$412,000, using 2014 data. Over 7 years the projected savings approximates \$2.8 million to Sammamish taxpayers.

This proposed change was endorsed by the City Council on November 12, 2013 via resolution R2013-552 and additionally appointed Councilmember Gerend to continue in his role as an ad hoc committee member to work with other partner representatives to implement changes by the EF&R Board and other member entities to the ILA and supporting documents for consideration of the following:

- The 85/15 funding formula shall be incorporated in the ILA
- Changes in governance of and membership in EF&F shall require unanimous approval of all partners
- Individual partners shall continue to retain ownership and title to their respective fire station, vehicles, and equipment consistent with the fire stations, vehicles, and equipment each entity brought into the partnership
- Depreciation and maintenance of vehicles and equipment shall be the financial responsibility of the partner assigned the vehicles and equipment

- Vehicles and equipment considered regional assets (such as the boat or emergency trailer) shall have the depreciation and maintenance paid by all partners in the same proportion as their respective operating contributions
- Each partner shall select its representatives to the EF&R Board of Directors
- An operations committee composed of staff from each of the partners shall be formed. Each partner shall select its representative to the operations committee.
 - The operations committee will serve in an advisory capacity and as a resource for the EF&R Board
 - The operations committee's responsibilities will include:
 - Exploring ways to tailor services to be more cost effective and reduce overhead, develop partnerships with cities to provide communications, finance support, assist in budget preparation, explore possible service area modifications, adjustments to staffing levels to create greater flexibility, and striving to improve the quality and delivery of service through innovative service delivery concepts.
- Budget approval shall require approval by at least six members of the EF&R Board

EXHIBIT A – Funding Formula Model Document- Passed by EF&R Board on December 12, 2013

This exhibit is referred to in the ILA and describes the Funding Model Calculations as agreed to by the partners in the 85/15 Plan. The incident weighting will be phased in over two years with 7.5% in the first year and 15% in the second and subsequent years.

Greater detailed methodology is included than in previous years' exhibits.

EXHIBIT B – Equipment Funding Document- Passed by EF&R Board on December 12, 2013

This exhibit is referred to in the ILA and describes the ownership of assets used by the partnership. Capital Equipment fall into two categories and may be owned individually by a partner or may be owned jointly by the consortium. The assets are inventoried and listed annually in this exhibit along with each partner's equity in the asset. The equity takes the form of a combination of the depreciated asset and replacement reserve cash attached to that asset.

EXHIBIT C – Real Property Maintenance and Repair Fund- No changes requested

EASTSIDE FIRE AND RESUCE INTERLOCAL AGREEMENT – Passed in concept by EF&R Board on December 12, 2013 subject to final review by each entity's attorneys.

The ILA changes clarify many of the governance issues we wished to be addressed:

The ILA reiterates that the ILA may only be changed by agreement of all partners – in essence veto power over partner expansion or other ILA changes.

It clarifies that the City owns its titled vehicles, its real assets and its share of all joint property.

Vehicles and equipment that are considered regional assets are paid for by all partners in the same proportion as their operating contributions.

Each partner shall select its representatives to the Board of Directors. The ILA clarifies that the board member may be an individual appointed to an elected position rather than being directly elected.

Several ILA requested changes were investigated and found to be inefficient and without cost savings. No change was warranted:

The calculation of and crediting of the EMS Levy attributable to each partner effectively mirrored the operating contribution percentages of each partner. No change was warranted.

Basing the Equipment and Facilities Reserves Fund contributions on usage also effectively mirrored the operating contributions percentages of each partner. No change was warranted.

Maintenance of the real property and operational equipment was determined to be more efficiently managed collectively. No change was warranted. Management and funding of improvements to real property is however the responsibility of each partner.

The requested 18 month notice of termination language was determined to be unnecessary as each partner retained effective veto power to the ILA.

At the December 12th, 2013 EF&R Board Meeting, the EF&R Board endorsed the idea of having an operations advisory committee, including staff, and directed EF&R staff to report back in January with implementation recommendations for the board to consider.

Conclusion:

Based on criteria as set by the Council in previous resolutions and in council discussions, it is my opinion that the City of Sammamish achieved the vast majority of the goals and improvements to the ILA and funding model desired. There was an acknowledgement by the partners that calls for service impact the cost of service delivery and should be included in the funding model, that move-up stations should be partially paid for by those partners being covered, that partners should retain ownership of the assets they brought into the partnership and partner staff has operational expertise they can offer in an advisory capacity.

This was a successful collaboration by all the partner entities and resulted in a greatly improved agreement with much greater clarity and equity.

Next Steps:

The EF&R Board of Directors approved the ILA in conceptual form (subject to final attorney review) and all exhibits. All Partners have approved the new funding formula as outlined in exhibit A. All partners are taking the ILA to their boards for final ratification. This is also the next required step for Sammamish. All partners need to take this step by the end of January in order for Sammamish and the other partners to protect their January 2014 noticing requirement for withdrawal from the consortium.

The final (attorney approved) version of the ILA may be available for the council to review as part of the January 7th, 2014 City Council meeting. Staff will share this final document with Council as soon as it is available. At this point in time I am not aware of any substantive changes to the EF&R Board approved version.

The ILA approval consideration by the Sammamish City Council is currently scheduled for January 21st, 2014. The City Council may wish to make the January 14th, 2014 Study Session a Special Meeting in order to consider approval of the ILA. Resolution R2013-552 includes language requiring that “all Partners’ governing boards approve an amendment to the ILA by January 17th, 2014 which includes changes brought forth by the Partners through and EF&R Ad Hoc Committee as recommended changes, and approved by the EF&R Board of Directors by January 9, 2014.” The EF&R Board of Directors made that date by approving the ILA and Exhibits on December 12, 2013.

Attachments

1. Interlocal Agreement (Green highlights are original language. Yellow highlights are changes recommended by EF & R and the Ad Hoc Committee)
2. Exhibit A - Funding Model & Member/Party Equity
3. Exhibit B – Equity Funding
4. Memo From Kenyon Disend regarding Interlocal
5. Resolution R2013-552 – Regarding Fire Services

EASTSIDE FIRE & RESCUE INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into by and between KING COUNTY FIRE PROTECTION DISTRICT NO. 10, King County, Washington (“District 10”), FIRE DISTRICT 38, King County, Washington (“District 38”), the CITY OF ISSAQUAH, Washington (“Issaquah”), the CITY OF NORTH BEND, Washington (“North Bend”), and the CITY OF SAMMAMISH, Washington (“Sammamish”), all Washington municipal corporations (collectively, the “Parties”).

RECITALS

- A.** On January 1, 1999, District 10, District 38, Issaquah and North Bend commenced operation of Eastside Fire & Rescue, a fire and emergency medical services joint department, pursuant to Chapter 39.34 RCW. On January 1, 2001, Sammamish joined Eastside Fire & Rescue.
- B.** The original interlocal agreement establishing Eastside Fire & Rescue expired on December 31, 2007 (“Original Agreement”) (The Original Agreement consisted of the “Agreement for Joint Operation of Fire and Emergency Medical Services” between District 10 and Issaquah, as amended by the “District No. 38 and North Bend Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Services,” by the “City of Sammamish Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Services,” and by the “Equipment Funding (Separate Ownership) Amendment to Agreement for Joint Operation of Fire and Emergency Medical Services”).
- C.** The Parties extended the operation of Eastside Fire & Rescue another seven years to December 31, 2014, by amending and replacing in its entirety the Original Agreement with another agreement (“2008 Agreement”).
- D.** The Parties desire to extend the operation of Eastside Fire & Rescue another seven years to December 31, 2021, and to amend and replace in its entirety the 2008 Agreement in accordance with the terms and conditions of this new agreement (“Agreement”).

AGREEMENT

The Parties agree as follows:

- 1. Definitions.** The following terms shall have the following meanings:
 - 1.1. “Board of Directors” or “Board” means the joint board of the Joint Fire Department, as described in Paragraph 3.

46 1.2. "Fire Chief" means the chief of the Joint Fire Department appointed by the
47 Board of Directors.

48
49 1.3. "Fire Department" or "Joint Fire Department" means the combined operating
50 fire departments of Issaquah, North Bend and Sammamish (collectively, the
51 "Cities") and District 10 and District 38 (collectively, the "Districts"). The
52 Joint Fire Department shall be known as "Eastside Fire & Rescue."

53
54 1.4. "Personal property" means all property that is owned or used by the Joint
55 Fire Department and that is not land or buildings, including but not limited
56 to vehicles, equipment, durable goods, furniture, fixtures, small tools and
57 supplies.

58
59 1.5. "Real property" means all land and buildings that are used by the Joint Fire
60 Department.

61
62 2. **Term.** This Agreement shall be effective on January 1, 2015 and shall terminate
63 on December 31, 2021. It shall be renewed automatically thereafter for successive
64 seven-year terms.

65
66 3. **Board of Directors.**

67
68 3.1. **Authority.** A Board of Directors shall administer, operate and manage the
69 Joint Fire Department and all jointly owned or separately owned real and
70 personal property of the Parties. The Board's authority shall include
71 execution of contracts on behalf of the Joint Fire Department for the
72 provision of goods and services, including the authority to enter into or
73 amend existing or future employment contracts with the Fire Chief and such
74 other employees as shall be authorized by the Board. The Board further
75 shall have such additional authority as may from time to time be conferred
76 on it by the legislative bodies of all of the Parties. Except as provided in
77 paragraphs 7, 12.3 and 12.4, the Board shall have no authority to modify or
78 revise the terms of this Agreement.

79
80 3.2. **Appointment.** The Board of Directors shall consist of eight members, all
81 of whom shall be elected members or appointed to an elected position of
82 the Parties. The Issaquah City Council shall appoint two members, the
83 North Bend City Council shall appoint one member, the Sammamish City
84 Council shall appoint two members, the District 10 Board of Fire
85 Commissioners shall appoint two members, and the District 38 Board of
86 Fire Commissioners shall appoint one member. The Parties also shall
87 appoint one of their respective members as an alternate Board member. If
88 a Party must appoint two alternate Board members, the Party may appoint
89 the same member to both of the alternate Board member positions. The
90 Board members and the alternates shall serve at the pleasure of each
91 respective Party.

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3.3. **Meetings.** A quorum of the Board of Directors shall consist of five members or their alternates. Unless actions of the Board are required by law to be in the form of a resolution, the actions of the Board may be by motion or resolution. Except as provided otherwise in this Agreement, at least five Board members or alternates shall approve a motion or resolution; provided, that the Board shall approve motions or resolutions regarding all financial impacts to the Joint Fire Department in excess of an annual amount of \$50,000 by affirmative vote of five members of the Board . The Board shall approve motions or resolutions regarding changes to the revenue formula of paragraph 7 by unanimous vote of the entire membership of the Board. All meetings of the Board shall be held in compliance with the Open Public Meetings Act, Chapter 42.30 RCW. The date, time and place of the regular meetings of the Board shall be established by resolution of the Board. The Board shall prepare minutes of its meetings, which shall be distributed regularly to the legislative bodies of the Parties.

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

4. **Services.** The Board of Directors shall identify and provide services in accordance with applicable laws and regulations. Services within the boundaries of the Parties include but are not limited to: fire prevention; fire suppression; emergency medical; rescue; and hazardous materials incident response. Within the boundaries of the Parties, the Board shall provide the following additional services in conformance with City and County ordinances: fire code inspection and enforcement; fire code pre-construction building plan review. The Parties recognize that King County has statutory jurisdiction to enforce the Fire Marshal provisions of the County Code within the unincorporated areas served by the Parties.

5. **Budget.** The Fire Chief or designee shall prepare a proposed budget for a succeeding calendar year and a multi-year projection pursuant to a process established by the Board of Directors. The process shall meet the service needs and requirements of this Agreement and shall comply with applicable laws and regulations. The legislative bodies of the Parties shall adopt a budget before the end of the calendar year in accordance with applicable laws and regulations. The Board may submit a recommended budget amendment to the legislative bodies of the Parties, which may adopt a budget amendment in accordance with applicable laws and regulations. The Board of Directors shall establish a benchmark to evaluate cost effectiveness.

6. **Finances -- Special Fund.** The Board of Directors shall create a special operating fund at the King County Financial Management Office for the payment of the operating costs and expenses of the Joint Fire Department. The Board shall be responsible for the proper management and accounting of all funds of the Joint

139 Fire Department. The financial affairs of the Board shall be conducted in
140 accordance with applicable laws and regulations.

141
142 **7. Revenues -- Financial Contributions.** Each Party shall contribute funds to
143 support the maintenance and operation of the Joint Fire Department in accordance
144 with the annual revenue formula of this paragraph. The Parties shall pay the
145 financial contributions in equal monthly installments or as otherwise approved by
146 the Board. The revenue formula for the 2015 annual financial contributions of the
147 Parties is set forth in Exhibit A, which is attached and incorporated into this
148 Agreement. Pursuant to paragraph 3.3, the Board of Directors may approve a
149 change in the revenue formula on or before May 30 of the year preceding the
150 calendar year in which the amended revenue formula will become effective. Any
151 amendment to the revenue formula shall take into account the Parties as a whole
152 and individually, considering any criteria deemed appropriate by the Board. The
153 amended revenue formula shall be filed with the Secretary of the Board and shall
154 be attached to this Agreement. A Party that has filed a notice of withdrawal from
155 the Joint Fire Department pursuant to paragraph 16.1 shall not participate in any
156 vote regarding the consideration and approval of an amendment to the revenue
157 formula that is effective after the withdrawal. The Parties also shall contribute all
158 emergency medical service taxes.

159
160 **8. Major Capital Expenditures -- Bond Issues.** If the Board of Directors determines
161 that major capital expenditures for real or personal property are necessary for the
162 proper operation of the Joint Fire Department, and should be financed through a
163 bond issue (voter approved or legislative body approved) or levy of excess taxes,
164 the Board shall adopt a report and recommendation and submit it to the legislative
165 bodies of the Parties. If one Party fails to adopt the recommendation, the proposal
166 shall be rejected. If all Parties adopt the recommendation, each Party shall adopt
167 appropriate legislative enactments to authorize a legislative body approved bond
168 issue, or they shall submit appropriate ballot propositions to the voters at an
169 election selected by all Parties. If the ballot proposition is not approved in one
170 jurisdiction, the proposal shall fail.

171
172 **9. Employer.** District 10 shall serve as the employer of all employees and
173 volunteers of the Joint Fire Department, pursuant to applicable laws and
174 regulations. The Parties acknowledge that District 10 serves as the employer of
175 the Joint Fire Department solely for the convenience of the Parties. The adopted
176 budget for the Joint Fire Department shall contain sufficient funds to pay all wages,
177 salaries, employment benefits, payroll taxes and other expenses of employees and
178 volunteers. The Joint Fire Department shall pay the LEOFF 1 benefits that the
179 employer is obligated to pay to the LEOFF 1 firefighters who retired as employees
180 of the fire departments of the Parties prior to commencement of the Joint Fire
181 Department and who retired as employees of District 10 after commencement of
182 the Joint Fire Department ("LEOFF 1 Payments"). The LEOFF 1 Payments shall
183 be deemed a liability of the Joint Fire Department, for which each Party shall
184 remain liable and responsible after withdrawal from the Joint Fire Department or
185 after expiration of this Agreement, in accordance with the revenue formula

186 provided for in paragraph 7 in effect at the time of notice of withdrawal or the
187 expiration of this Agreement. In addition to the LEOFF 1 Payments, District 10
188 may request the Parties to share other costs, expenses and liabilities for any
189 claims, judgments, damages or expenses arising from District 10's Employer
190 status by filing a written request with the Board of Directors. The Board of Directors
191 shall approve or deny the request within 30 days of receipt of the request using
192 procedures and guidelines to be adopted by the Board and subject to the
193 provisions set forth in paragraphs 3.3 and 7.

194
195 **10. Employees.** The Fire Chief shall be hired, disciplined and discharged by a
196 majority vote of all members of the Board of Directors. The Fire Chief shall report
197 to and be supervised by the Board. The Board shall conduct annually an
198 evaluation of the performance of the Fire Chief, or more frequently if requested by
199 the Board or the Fire Chief. The Fire Chief shall hire, discipline, discharge and
200 supervise all other employees and all volunteers of the Joint Fire Department.

201 **11. Fire Marshal Appointment.** Each City, in accordance with its respective fire code,
202 shall appoint the Fire Marshal of the Joint Fire Department as the fire marshal and
203 fire prevention officer of the City. The Fire Marshal, while acting as the fire marshal
204 and fire prevention engineer of the City, shall report to and be supervised by the
205 city manager or city administrator, as applicable, of the City. The Fire Marshal
206 shall cooperate with city building officials and the city administrator or city
207 manager, as applicable, to administer, enforce and carry out the City's fire code.
208 All court costs and other legal costs incurred in the enforcement of the City's fire
209 code shall be paid by the City and shall not be considered an operating expense
210 of the Joint Fire Department. Any award of costs, attorneys' fees, penalties or
211 fines in an enforcement action shall be the property of the City.

212 **12. Property Ownership and Funding.** All real and personal property that is acquired
213 by a Party or the Parties for use by the Joint Fire Department shall be owned and
214 funded as follows:

215 **12.1. Real Property Ownership.** All real property that is acquired by a Party
216 prior to becoming a member of the Joint Fire Department shall remain the
217 real property of that Party. Upon becoming a member of the Joint Fire
218 Department, the Party shall file with the Board of Directors an inventory of
219 such before-acquired real property. All real property acquired jointly by two
220 or more Parties after becoming members of the Joint Fire Department shall
221 be the joint real property of those Parties, and all real property acquired
222 separately by a Party after becoming a member of the Joint Fire Department
223 shall be the separate real property of that Party. The Joint Fire Department
224 shall have exclusive access to and control over all real property.

225 **12.2. Personal Property Ownership.** Upon becoming a member of the Joint
226 Fire Department, a Party shall file with the Board of Directors an inventory,
227 a statement of fair market value and a depreciation schedule of all personal
228 property acquired by the Party prior to becoming a member of the Joint Fire

229 Department. Exhibit B, which is attached and incorporated into this
230 Agreement, lists and describes personal property of the Parties over which
231 the Joint Fire Department has exclusive access to and control over, and
232 indicates whether the personal property of a Party is considered separate
233 personal property of the Party or joint personal property of the Joint Fire
234 Department.

235 12.3. **Personal Property Replacement.** The Board of Directors shall fund,
236 replace, value and depreciate all personal property as listed and described
237 in **Exhibit B**. **Exhibit B** shall include the establishment and funding of a
238 special account for replacement of personal property. In conjunction with
239 the annual budget process of paragraph 5, the Board may by motion amend
240 **Exhibit B**. The motion shall be reduced to writing, shall be filed with the
241 Secretary of the Board and shall be attached to this Agreement.

242 12.4. **Real Property Maintenance and Repair.** The Board of Directors shall fund
243 the maintenance and repair of all real property in accordance with **Exhibit**
244 **C**, which is attached and incorporated into this Agreement. **Exhibit C** shall
245 include the establishment and funding of a special account for maintenance
246 and repair of real property. In conjunction with the annual budget process
247 of paragraph 5, the Board may by motion amend **Exhibit C**. The motion
248 shall be reduced to writing, shall be filed with the Secretary of the Board
249 and shall be attached to this Agreement.

250 12.5. **Improvements to Real Property.** The Board of Directors shall determine
251 and carry out all improvements to real property. Upon request by a Party
252 or Parties, the Board may carry out improvements to separate real property
253 that are paid for entirely by a Party or Parties.

254 **13. Indemnification and Hold Harmless.** Each Party shall protect, defend, indemnify
255 and hold harmless all other Parties to this Agreement, and their officers,
256 employees and agents, from any and all costs, claims, judgments or awards of
257 damages, arising out of or in any way resulting from the negligent acts or omissions
258 of such Party, and its officers, employees and agents, in performing or
259 administering this Agreement. This indemnification and hold harmless shall not
260 apply to the acts and omissions of the Party that serves as the employer pursuant
261 to paragraph 9 of this Agreement.

262 **14. Insurance.** The Board of Directors shall provide insurance coverage for all
263 operations, facilities, equipment and personnel of the Joint Fire Department.

264 **15. Operational Rules and Regulations.** The Board of Directors shall, from time to
265 time, adopt and implement necessary rules and regulations consistent with this
266 Agreement to govern operations of the Joint Fire Department.

267 **16. Withdrawal by Party.**

268 16.1. **Right to Withdraw.** Any Party may withdraw from the Joint Fire
269 Department at the end of the initial seven-year term, or at the end of any
270 successive seven-year term, by filing with the other Parties a notice of
271 withdrawal in January of the seventh year of the initial term or any
272 succeeding term, as applicable.

273 16.2. **Responsibility and Liability Upon Withdrawal.** If the employer of the
274 Joint Fire Department lays off employees as a result of the withdrawal, the
275 withdrawing Party shall be responsible for payment of accrued employee
276 benefits, continuation of employee benefits required by law and
277 unemployment compensation for a period not to exceed two years. For
278 purposes of this paragraph, “employee” means an individual whose
279 employment with the Joint Fire Department has been terminated as a direct
280 result of the party withdrawing from the Joint Fire Department. If the
281 withdrawing Party establishes its own fire department upon withdrawal, it
282 shall give preference in hiring to all laid off employees, if authorized by law.
283 After withdrawal, the withdrawing Party shall remain liable and responsible
284 for its pro rata share of all liabilities, payments and obligations incurred by
285 or attributed to the Joint Fire Department during the membership of the
286 withdrawing Party in the Joint Fire Department, in accordance with the
287 revenue formula provided for in paragraph 7 in effect at the time of notice
288 of withdrawal. Within 30 days after the date of withdrawal, the Joint Fire
289 Department shall settle with the withdrawing Party all liabilities, payments
290 and obligations that became fixed on or before the date of withdrawal.
291 Within 30 days after any liabilities, payments or obligations become fixed
292 after the date of withdrawal, the Joint Fire Department shall settle such
293 liabilities, payments and obligations with the withdrawing Party.

294 16.3. **Return of Property.** The Board shall return all separate real property, and
295 personal property to the withdrawing Party within one year after filing of the
296 notice of withdrawal. The Board shall determine the fair market value of all
297 joint real property and joint personal property. The withdrawing Party shall
298 receive or pay, as applicable, in cash or property, its percentage or ratio of
299 the net fair market value of the real property and the personal property, in
300 accordance with the withdrawing Party’s equity in the Joint Fire Department
301 as determined by the financial statements of the Joint Fire Department for
302 the year of withdrawal. If the withdrawing Party disputes the Board’s
303 determination of fair market value of the property, the withdrawing Party
304 shall pay for and accept an appraisal of the fair market value of the property
305 by an appraiser selected by the Party and the Board.

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

309 17.1. **Preference in Hiring.** Any Party that establishes a new fire department
310 upon expiration of this Agreement shall give preference in hiring to all laid-
311 off employees of the Joint Fire Department, if authorized by law.

312 17.2. **Liability.** A Party shall remain liable and responsible for its pro rata share
313 of all liabilities, payments and obligations incurred by or attributed to the
314 Joint Fire Department during the membership of the Party in the Joint Fire
315 Department, in accordance with the revenue formula of paragraph 7 for the
316 last year of the Joint Fire Department.

317 17.3. **Return of Property.** The Board shall return all separate real and personal
318 property to each Party. The Board shall determine the fair market value of
319 all joint real property and all joint personal property. Each Party shall
320 receive or pay, as applicable, in cash or property, its percentage or ratio of
321 the net fair market value of the joint real property and personal property, in
322 accordance the Party's equity in the Joint Fire Department as determined
323 by the financial statements of the Joint Fire Department for the last year of
324 the Joint Fire Department. If a Party disputes the Board's determination of
325 fair market value of the property, the Party shall pay for and accept an
326 appraisal of the fair market value of the property by an appraiser selected
327 by the Party and the Board.

328 18. **Annexations.** The Parties acknowledge that upon annexation by a City of the
329 territory of a District, the provisions of RCW 35.02.190, 35.02.200, 35.02.205,
330 35A.14.380 and 35A.14.400 require, in some cases, the transfer of assets and/or
331 payment of cash, properties or contracts for services between the City and the
332 District. The Parties agree that the asset transfer and payment required by such
333 statutes shall be accounted for on the financial statements and audit reports of the
334 Joint Fire Department, and that the final accounting for the asset transfer and
335 payment shall occur on withdrawal of a City or a District from the Joint Fire
336 Department or on expiration of this Agreement, as applicable. The Parties further
337 agree that the annual financial contributions of the City and the District involved in
338 the annexation, pursuant to the revenue formula, shall be changed for the annexed
339 territory on the date that the City is entitled to receive property taxes from the
340 annexed territory.

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

346 20. **Volunteers.** The Joint Fire Department acknowledges the role and need for
347 volunteer responders, and shall make available opportunities for citizens of the
348 Parties to volunteer in their communities by taking active efforts to recruit, train and
349 maintain volunteers.

- 350 **21. Addition of Members.** The legislative body of a governmental agency or entity
351 that either abuts or is in close proximity to a Party may adopt and file with the Board
352 of Directors a resolution to join the Joint Fire Department. Upon receipt of the
353 request, the Board of Directors, by affirmative vote of a majority of the entire
354 membership of the Board, may by motion or resolution authorize consideration of
355 the request through a plan and process adopted by such motion or resolution. The
356 plan and process shall include necessary amendments to this Agreement and a
357 schedule for and components of such consideration, which schedule and
358 components shall include but not be limited to a written report of the operational
359 and financial impact on and philosophical compatibility with the Joint Fire
360 Department. The Board, by affirmative vote of a majority of the entire membership
361 of the Board, shall submit its recommendation regarding the request to the
362 governing bodies of all members of the Joint Fire Department. To be effective, a
363 request to join the Joint Fire Department, and any necessary amendments to this
364 Agreement, shall be approved by resolution of all of the governing bodies. If a
365 Party has filed a notice of withdrawal from the Joint Fire Department pursuant to
366 paragraph 16.1, that withdrawing Party shall not participate in any vote regarding
367 the consideration and approval of a new member of the Joint Fire Department.
368 The membership of the Parties, for voting purposes on the request to join the Joint
369 Fire Department, shall be determined without the participation of the withdrawing
370 Party.
- 371 **22. Liaison/Administrator.** The Fire Chief shall assign one employee to serve as a
372 Fire Liaison/Administrator to each City and District. The fire liaison/administrator
373 shall perform duties as requested by the Fire Chief, which may include attendance
374 at Party governing body or staff meetings; provided, that these duties shall not, in
375 the opinion of the Fire Chief, interfere with or be disruptive to the overall operation
376 and management of the Joint Fire Department.
- 377 **23. Notices.** All notices, requests, demands and other communications required by
378 this Agreement shall be in writing and, except as expressly provided elsewhere in
379 this Agreement, shall be deemed to have been given at the time of delivery if
380 personally delivered or three calendar days after the time of mailing if mailed by
381 first class mail, postage prepaid.
- 382 **24. Severability.** If any provision of this Agreement or its application is held invalid,
383 the remainder of this Agreement or the application of the remainder of this
384 Agreement shall not be affected.
- 385 **25. Survivorship.** The rights and duties of paragraphs 9, 13, 16.2 and 17.2 shall
386 survive expiration of this Agreement.
- 387 **26. Entire Agreement -- Modification.** This Agreement represents the entire
388 agreement between the Parties. No change, termination or attempted waiver of
389 any of the provisions of this Agreement shall be binding on any of the Parties
390 unless executed in writing by authorized representatives of all of the Parties. This

391 Agreement shall not be modified, supplemented or otherwise affected by the
392 course of dealing between the Parties.

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

396 **28. Amendment of Original Agreement and 2008 Agreement.** The 2008
397 Agreement is amended and replaced in its entirety by this Agreement; provided,
398 that the property inventories filed by the Parties pursuant to the Original Agreement
399 or the 2008 Agreement shall remain valid, unless modified by Section 12.2 of this
400 Agreement, and the indemnification and hold harmless provisions of the Original
401 Agreement and the 2008 Agreement shall survive. .)

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

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409 Date _____ Date _____
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411 **CITY OF NORTH BEND** **FIRE DISTRICT 38**

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416 By _____ By _____
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418 Date _____ Date _____
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420 **CITY OF SAMMAMISH**

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1 **EXHIBIT A**

2

3 Eastside Fire & Rescue

4 Funding Model & Member/Party's Equity

5

6 **The Funding Model (Revenue Formula)**

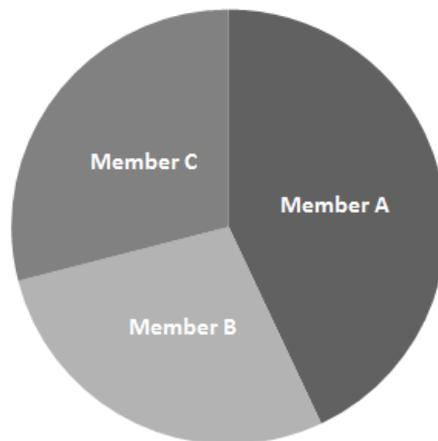
7 Eastside Fire & Rescue (EF&R) prepares an annual budget for operations, equipment
8 replacement, and capital facilities maintenance. A funding model, which is referred to in
9 Section 7 of the Interlocal Agreement as the “revenue formula,” is then used to decide the
10 monthly contribution of each Party or member in support of the maintenance and
11 operation of EF&R. The funding model is as follows:

12

13 1 – **Establish Member/Station Areas:** Through the use of GIS software, the areas within
14 the EF&R boundaries that each career station (a station staffed by full-time employees)
15 responds to first (“first due area”) will be determined and merged with jurisdictional
16 boundary data to establish Member/Station areas within EF&R.

17

Station X First Due Area by Member



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19

20 2 – **Establish Value, Coverage, and Ownership of Parcels:** Through the use of GIS
21 software, Member/Station Areas derived in Step 1 will be merged with King County
22 parcel data and King County Assessor data to establish Station Coverage, Member
23 Ownership, and Assessed Value for each parcel.

24

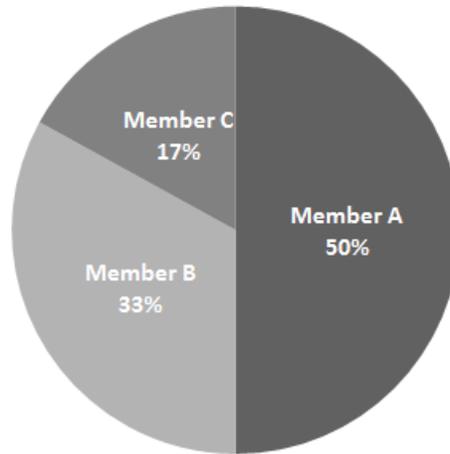
25 3 – **Establish Each Member’s Station Assessed Value Coverage Percentage:** Using
26 the data derived in Step 2, calculate the total Assessed Value owned by each Member
27 within each station “first due area”, and divide that by the total Assessed Value of all
28 parcels covered by that station. This establishes each Member’s percentage of the
29 Assessed Value Coverage for each Station.

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Ex: Station X covers \$3b in Assessed Value. Member A owns \$1.5b of that, Member B owns \$1b, and Member C owns \$.5b. For Member A, their Assessed Value Coverage Percentage is 50% ($\$1.5b/\$3b$). Member B's is 33%, and Member C's is 17%. These percentages will be used in Step 10 to calculate each Member's Assessed Value Coverage costs for each station.

Assessed Value Coverage Percentage



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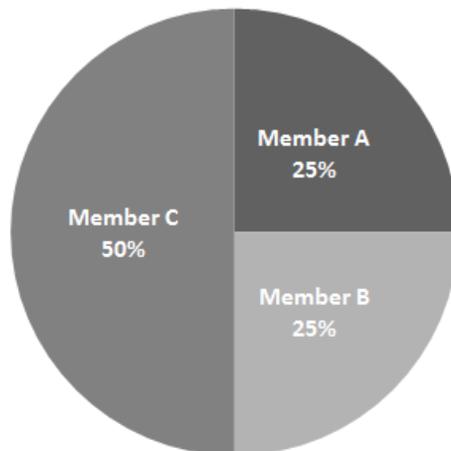
4 – Establish Type, Coverage, and Ownership of Incidents: Through the use of GIS software, NORCOM dispatch data will be merged with Member/Station Areas derived in Step 1 to establish Station Coverage, Member Ownership, and Incident Type (Fire or EMS) for every incident.

5 – Assign Fire-to-EMS Incident Weighting (75%-25%): Multiply the number of Fire incidents in each Member/Station area by 3, and add the number of EMS incidents in each Member/Station Area. This will establish the Total Weighted Incident values within each Member/Station Area derived in Step 1.

6 – Establish Each Member's Weighted Incident Coverage Percentage: Using the data derived in Steps 4 and 5, calculate the total Weighted Incidents owned by each Member within each station "first due area", and divide that by the total Weighted Incidents covered by that station. This establishes each Member's percentage of the Weighted Incident Coverage for each Station.

Ex: Station X covers a total of 800 weighted incidents. Member A owns 200 of those, Member B owns 200, and Member C owns 400. For Member A, their Weighted Incident Coverage Percentage is 25% ($200/800$). Member B's is 25%, and Member C's is 50%. These percentages will be used in Step 11 to calculate each Member's Weighted Incident Coverage costs for each station.

Weighted Incident Coverage Percentage



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7 – **Calculate Base Station Cost:** Divide the Member’s total operating contribution to the EF&R budget by the number of career stations. This determines the Base Station Cost for each station.

8 – **Calculate Total Station Costs:** For Stations 72 and 81 multiply the Base Station Cost by .75. This establishes the Total Station Cost for those two Regional Stations. For all other career stations, their Total Station Cost is determined using the formula **Base Station Cost + (.5*Base Station Cost/n)**, where n is the total number of career stations - 2 (72 and 81).

9 – **Calculate Assessed Value and Weighted Incident Coverage Costs:** Multiply each station’s Total Station Cost by .85 to establish the station’s Assessed Value Coverage Cost. Multiply each station’s Total Station Cost by .15 to establish the station’s Weighted Incident Coverage Cost.

Ex: Station X has a \$2m Total Station Cost. It therefore has an Assessed Value Coverage Cost of \$1.7m (.85*\$2m) and an Incident Coverage Cost of \$.3m (.15*\$2m).

10 – **Calculate Member Assessed Value Coverage Cost Obligation:** For each station, multiply the Member Assessed Value Coverage Percentage derived in Step 3 by the Assessed Value Coverage Cost derived in Step 9 to determine each Member’s Assessed Value Coverage Cost Obligation for every station.

Ex: In Step 3, Member A’s Assessed Value Coverage Percentage for Station X was 50%, and in Step 9 the Assessed Value Coverage Cost of Station X was \$1.7m. Therefore Member A’s Assessed Value Coverage Cost Obligation for Station X is \$850k (.5*\$1.7m).

92

93 **11 – Calculate Member Weighted Incident Coverage Cost Obligation:** For each
94 station, multiply the Member Weighted Incident Coverage Percentage derived in Step 6
95 by the Weighted Incident Coverage Cost derived in Step 9 to determine each Member’s
96 Weighted Incident Coverage Cost Obligation for every station.

97

98 **Ex:** In Step 6, Member A’s Weighted Incident Coverage Percentage for Station X
99 was 25%, and in Step 9 the Weighted Incident Coverage Cost of Station X was
100 \$.3m. Therefore Member A’s Weighted Incident Coverage Cost Obligation for
101 Station X is \$75k (.25*\$.3m).

102

103 **12 – Calculate Total Individual Member Costs for Each Station:** Add the Coverage
104 Costs determined in Steps 10 and 11 to calculate the Total Member Cost for each station.

105

106 **Ex:** In Step 10, Member A’s cost was \$850k, and in Step 11 it was \$75k.
107 Therefore, Member A’s Total cost for Station X is \$925k.

108

109 **13 – Calculate Total Member Costs:** Add each Member’s individual cost for each
110 station to determine their Total Costs for all Stations.

111

112 **14 – Phase In/Calculation Years:** Incident weighting is phased in over two years, 7 1/2%
113 in 2015 and 15% in 2016 through 2021, using the ratios determined by the 2013 AV and
114 2012 NORCOM dispatch incidents to apply to 2015, 2016, 2017, and 2018 budgets to
115 determine s’ contributions. In 2018, before May 30th, the funding formula ratios shall be
116 recalculated based on 2016 NORCOM dispatch incidents and 2017 King County AV
117 Data and used for the 2019, 2020, and 2021 Party contribution calculations.

118

119

120 **Adjustment to the Funding Model for Annexation:**

121 In the event a Party annexes another Party’s area after July 1, 2007, the funding model
122 will reallocate the costs as of the effective date that the property tax revenue accrues to
123 the annexing party. The following is an example:

124

125 Party A is a fire district with AV of 1.2 billion. Party B is a city with AV of .8
126 billion. The two Parties share the use of one station. Party B annexes .2 billion of AV
127 from Party A on March 1st and gives notice that the annexation is effective on April 1st.
128 The cost center cost is 2 million of which Party A pays 1.2 million (60%) and Party B
pays 800 thousand (40%).

129

130 EF&R would adjust the funding model to reflect the annexation administratively.
131 Responsibility for payment of the costs associated with the annexed area shall shift to the
132 annexing Party upon the effective date of the taxation shift from one Party to the other. In
133 the example above, when Party B begins collection of the real property taxes on the
134 newly annexed \$200 million in assessed valuation, Party B shall pay an increased
percentage of the station cost.

135

136 In the case of an annexation by a City outside of the Joint Fire Department, the AV
137 will be recalculated in the year that the annexation takes place and will be applied to all
138 succeeding years.

139 **Party's Equity of Operating Fund and all assets not addressed in Exhibit B or C**

140 According to the Washington State Auditor, EF&R is a joint venture Partner
141 operating under the equity accounting section of the Budget, Accounting and Reporting
142 Systems (BARS). This means that as a "Partner," all value contributed by each Party,
143 including cash, equipment, or facilities, is treated as that Party's equity in the Partner.
144 This begins with the first dollar and continues forward cumulatively each year.

145 The annual financial statement footnotes include a section that identifies each
146 Party's percentage of the EF&R total equity at the end of each year This Percentage
147 would be used to determine the amount of the equity any individual Party owns, at any
148 time. This is expressed as a percentage, and is simply applied to the net worth of the
149 equity to express each Party's ownership in dollars.

150 It does not matter that some of the equity is in equipment (not including
151 equipment listed in Exhibit B), or the Reserve Fund (not including reserves listed in
152 Exhibit B or C). Each Party, at any time, has the ability to calculate how much of the
153 EF&R equity it owns in dollars.

154
155

Item # 2

EXHIBIT B

Goals & Objectives

Provide management a tool for timely, coordinated equipment replacement. Each Partner will maintain ownership and title of titled personal property and non-titled personal property listed in this exhibit. Titled and non-titled property owned by EF&R will be the joint property of all of the parties to this agreement. This exhibit provides a management tool for efficient equipment rotation maximizing coverage, maintenance and future needs planning.

In General

This fund provides a pooling of equipment replacement dollars into a separate fund for equipment replacement. Scheduled replacements existing equipment would be provided by annual scheduled funding from member agencies plus accrued interest earned on the carry over fund balance. Management of scheduled replacements and funding is accomplished through the equipment replacement schedule.

Schedule Mechanics

Each piece of equipment is listed on it's like kind schedule which identifies and tracks it's useful life. An equipment cost replacement schedule tracks the cost of each like kind replacement piece over time accounting for estimated average cost increases, placing the appropriate cost into the replacement schedule (Urban Engine Replacement Schedule, etc.). The funding schedule denotes the annual need contribution each year to completely fund the replacements as scheduled by balancing the cash accumulated with current year purchases. The funding schedule (and the entire model) provides an annual "snapshot" of equipment replacement and funding, that rolls forward into a fifteen year estimate, year by year. The schedule is a rolling model, in that adjustments in a current or future year roll forward into subsequent years, and a "snapshot" is available for each scheduled year.

Member Agency Fund Withdrawal Calculation

At the time of withdrawal from the Agency, the partner will take all vehicles that are titled to them, along with the cash that has been collected to replace the vehicle at the end of its useful life.

Item # 3

Example:

Vehicle	Type	Year purchased	Partner titled to	Cash accumulated to date for replacement 2014
App 9810	Elevated Streaan	2009	Issaquah	\$ 293,148
App 3807	Tender	2002	District 10	\$ 160,863
App 7832	Aid Car	2000	Sammamish	\$ 172,447

In this example: Issaquah would withdrawal with apparatus 9810, plus \$293,148 in cash.
 District 10 would withdrawal with apparatus 3807, plus \$160,863 in cash.
 Sammamish would withdrawal with apparatus 7832, plus \$172,447 in cash.

For vehicles titled to the Agency (EF&R), each partner will have an equity interest in them equivalent to the cash contributions paid into the fund since its inception. See ESF Funding Summary for percentages

Example:

Vehicle	Type	Year purchased	Partner	Partner percentage
5818	Small Pickup	2012	District 10	37.89%
			District 38	6.78%
			Issaquah	22.75%
			North Bend	4.11%
			Sammamish	28.48%
				<u>100.00%</u>

In this example: The partners would own a percentage of the vehicle based on the percentages noted above.

Item # 3

For equipment that was brought into the Agency when the partner joined or was purchased by the partner for the Agency to use, the ownership of the equipment will be maintained and be returned to the partner upon time of withdrawal, along with the cash that has been collected to replace the equipment at the end of its useful life.

Example:

Equipment	Year purchased	Partner titled to	Cash accumulated to date for replacement
SCBA Air Compressor	2002	Issaquah	\$ 16,729

In this example: Issaquah would withdrawal with the SCBA Air compressor at 73, plus \$16,729 in cash.

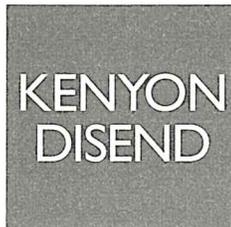
For equipment that was purchased by the Agency, each partner would have an equity interest percentage based on the cash contribution paid in to the fund since its inception. See Fund Summary for percentages.

Example:

Equipment	Year purchased	Partner	Partner percentage
Radios	2008	District 10	37.89%
		District 38	6.78%
		Issaquah	22.75%
		North Bend	4.11%
		Sammamish	28.48%
			<u>100.00%</u>

In this example: The partners would own a percentage of the Radios based on the percentages noted above.

Item # 3



Michael R. Kenyon
Bruce L. Disend
Shelley M. Kerslake
Kari L. Sand
Chris D. Bacha
Bob C. Sterbank
Rachel B. Turpin
Ann Marie J. Soto
John P. Long, Jr.
Nicole L. Hay
Danielle M. Evans

TO: Ben Yazici, City Manager
FROM: Michael R. Kenyon, City Attorney *Mike*
DATE: December 31, 2013
RE: Revised EF&R Interlocal Agreement

Our comments on the revised Eastside Fire & Rescue (“EF&R”) Interlocal Agreement (“ILA”) follow below.

A. EF&R Board and EF&R Counsel Action.

The Ad Hoc Committee of the EF&R Board met on Friday, December 6th, to review proposed revisions to the ILA. The form of ILA agreed to by the Ad Hoc Committee was sent to EF&R’s counsel for review and comment. The EF&R Board approved the revised ILA on December 12, 2013.

On December 17, EF&R’s counsel transmitted the approved, revised ILA to counsel for all other EF&R partners, indicating in part, “This new ILA is essentially the old one, but extends the term to December 31, 2021 and amends certain sections (as explained below). By motion, the Board approved the new ILA, required that it be submitted to legal counsel for legal review, and instructed EFR staff to forward it to the governing bodies of the EFR members for approval, unless legal counsel recommend substantive revisions to the new ILA, in which case it would be brought back to the Board. . . . I would appreciate your review of the ILA (and its Exhibits) by the end of the day on December 27. This deadline will give us a chance to discuss and resolve any suggested changes to the ILA, particularly substantive changes, by the end of the year.”

B. EF&R Partner Comments Regarding the Approved, Revised ILA.

In addition to Sammamish, counsel for Issaquah and counsel for Fire Districts 10 and 38 submitted comments to counsel for EF&R. Comments from Issaquah’s counsel were limited to matters clarifying Exhibit A (Funding Model) to the ILA, but further cautioned that he was awaiting further comments from Issaquah Staff and that he had not yet finished his review of the ILA itself. With respect to the ILA itself, Issaquah’s counsel did note, “I’m working my way through the main document, but at this time don’t see anything to comment on, which bothers

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me. I'm rereviewing to make sure I don't have comments." No further comments have been received from Issaquah.

Comments from counsel for Fire Districts 10 and 38 were included in a letter, which reads in part, "Generally, I think that the agreement looks fine, and not really that different from the earlier agreement, although many issues have been clarified." The letter concludes, "Having reviewed the entire agreement several times, I do not see any need for other revisions. It appears of course that the Exhibits are very important, insofar as they address the vital financial issues. But I do not see any legal issues arising from the Exhibits."

C. Sammamish Comments Regarding the Approved, Revised ILA.

After internal review by City management, our redlines to the ILA were transmitted to counsel for the other EF&R Partners with the following comment:

Like the suggestions received earlier today from both Wayne [counsel for Issaquah] and Joe [counsel for the Districts], our edits are almost entirely intended to clarify the existing documents.

In addition to those clarifying edits, two other provisions exist in our recommendations . . . :

1. In Section 3.4 of the ILA, and consistent with the adopted resolution of the Sammamish City Council, we've proposed the addition of, "In particular, the Board shall designate an Operations Committee to serve in an advisory capacity to the Board on matters designed to provide services in an even more cost-effective and cost-efficient manner. Each Party shall appoint its own representative to the Operations Committee. Such representative may be an elected official or other public officer or employee of the Party."

2. In Exhibit A, under the heading "Adjustment to the Funding Model for Annexation," we've proposed to add, "In the event of an annexation by a Party of any area of a non-party, the AV distribution shall be recalculated in and for the year that the annexation becomes effective, and shall continue for all succeeding years." This addition is intended to address, for example, the situation of Sammamish annexing parts of Fire District 41 or Fire District 27, areas to the north and east of existing City boundaries.

D. Conclusion.

Counsel for EF&R is expected to distribute on or before January 3, 2014, an updated version of the ILA incorporating the comments received. Assuming that no new substantive

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issues arise in the updated version, we concur that the revisions to the ILA as approved by the EF&R Board earlier this month include only clarifying edits, with the exception of Sammamish's substantive edits described above. From a legal perspective, the ILA remains sound and wholly defensible.

The edit to Section 3.4 described above is consistent with the provision of Resolution R2013-522, which provides in part, "An Operations Committee composed of staff from each of the partners *shall* be formed. Each partner shall select its representative to the Operations Committee. The Operations Committee will serve in an advisory capacity and as a resource for the EF&R Board. The Operations Committee's responsibilities will include: Exploring ways to tailor services to be more cost effective and reduce overhead, develop partnerships with cities to provide communications, finance support, assist in budget preparation, explore possible service area modifications, adjustments to staffing levels to create greater flexibility, and striving to improve the quality and delivery of service through innovative service delivery concepts." At the December 12th, 2013 EF&R Board Meeting, we understand that the EF&R Board endorsed the idea of an advisory Operations Committee comprised of non-elected staff members from each Partner agency, and that EF&R staff is expected to recommend implementation strategies to the EF&R Board in January.

The edit to Exhibit A described above is intended to address a situation which was apparently not anticipated during the approval of prior versions of the ILA. No other EF&R Partner has expressed opposition to this provision.

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**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2013-552**

**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, REGARDING
FIRE SERVICES**

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 31, 2014; and

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

WHEREAS, the City of Sammamish engaged a consultant firm and appointed a Technical Advisory Board composed of former City Council members 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, on June 5, 2012 the consultant and Technical Advisory Board recommended that the City modify the manner by which fire services are provided to Sammamish residents; and

WHEREAS, on June 18, 2012 the City Council adopted Resolution R2012-498 – Approving the Recommendations of the Fire Services Technical Advisory Board; and

WHEREAS, Resolution R2012-498 authorized the City Manager to work with the City Council and the City's EF&R Partners to revise the EF&R Interlocal Agreement to reflect a governance and funding model that fully addresses the findings and conclusions of the Consultant and Technical Advisory Board. 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

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- Retention of City ownership of capital assets with building maintenance responsibility retained by the City
- 18 month notice of termination; and

WHEREAS, Resolution R2012-498 further authorized the City Manager to pursue negotiations for a contract with EF&R, a contract with the City of Redmond, the creation of a City Fire Department, or other reasonable alternatives if the EF&R Partners had not agreed to a revised Interlocal Agreement incorporating the principles embodied in Resolution R2012-498 by September 17, 2012; and

WHEREAS, representatives from Fire District 10 and the City of Issaquah rejected the City's proposal to revise the EF&R Interlocal Agreement in a manner that would embody the principles set forth in Resolution R2012-498; and

WHEREAS, in 2012 Sammamish paid 29% of EF&R's operational costs but only received 18% of the calls for service; and

WHEREAS, on September 17, 2012 the City Council accordingly voted to: "Authorize the City Manager to continue working with the Eastside Fire and Rescue Partners until July 1, 2013 to revise the Interlocal Agreement to achieve a governance, funding formula, and a service delivery 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; and

WHEREAS, on October 4, 2012 the EF&R Committee of the Whole formed two committees; the Funding Model Committee and the Service Delivery Model Committee; and

WHEREAS, Sammamish City Council Representatives and City Staff participated in all Funding Model Committee and the Service Delivery Model Committee meetings; and

WHEREAS, on February 2, 2013, and as a result of careful consideration of matters put forth by the Funding Model Committee and the Service Delivery Model Committee, the City Council reviewed and expressed support for a new Funding Formula called the "75/25 Plan," which is summarized on the attached Exhibit A and which includes:

- Issaquah Park & Ride Fire Station #72 – 75% Paid by Issaquah and 25% treated as a Regional Asset and paid for by all 5 Partners

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- Sammamish Pine Lake Fire Station #81 – 75% Paid by Sammamish and 25% treated as a Regional Asset and paid for by all 5 Partners
- 75% of the operational cost for each Fire Station based on Assessed Value
- 25% of the operational cost for each Fire Station based on Calls for Service
 - Fire Calls for Service weighed 75%
 - Medical Calls for Service weighed 25%; and

WHEREAS, at the March 18, 2013 EF&R Funding Model Committee Meeting, the 75/25 Plan was rejected by three of the EF&R Partners: Issaquah, Fire District 10, and Fire District 38; and

WHEREAS on July 15, 2013 the FCS Group presented its review of the City's preliminary fire department cost analysis to the City Council; and

WHEREAS, from August 2013 - October 2013 Sammamish City Council Representatives and City Staff participated in a series of facilitated meetings with the other EF&R Partners; and

WHEREAS, on October 10, 2013 Sammamish City Council Representatives and City Staff participated in a facilitated discussion of the funding formula, and

WHEREAS, EF&R Partners were unable to reach an agreement to revise the Interlocal Agreement funding formula; and

WHEREAS, on October 14, 2013 the Sammamish City Council held an open public meeting to solicit comments from our citizens regarding fire and emergency services, and at which the FCS Group and the Technical Advisory Board presented their City Fire Department Analysis to the City Council; and

WHEREAS, on October 29, 2013 the Sammamish City Council held an open public meeting to solicit additional comments from our citizens regarding fire and emergency services; and

WHEREAS, on November 5, 2013 the City Manager recommended that the City remain in the EF&R Partnership provided that: all Partners agree to a new funding formula (as outlined in Section 2 below) by December 15, 2013 and that all Partners' governing boards approve an amendment to the ILA by January 17, 2014 which includes changes brought forth by the Partners through an EF&R Ad Hoc Committee as recommended changes, and approved by the EF&R Board of Directors by January 9, 2014; and

WHEREAS, the FCS Group's analysis clearly demonstrated that a City of Sammamish community-based fire department could provide an equal or higher level of fire service than the level of service now provided by EF&R for a similar cost; and

WHEREAS, the Technical Advisory Board unanimously recommended that the City Council adopt a Resolution notifying EF&R of the City's intention to withdraw from the EF&R

Partnership at the end of 2014 and begin the process of forming a community-based City of Sammamish Fire Department;

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

Section 1. Withdrawal from Interlocal Agreement.

The City Manager is hereby directed to provide to all other EF&R Partners a Notice of Withdrawal by Sammamish from the Eastside Fire & Rescue Interlocal Agreement. As set forth in Section 16.1 of the Interlocal Agreement, Sammamish shall provide its Notice of Withdrawal to all other parties to the Eastside Fire & Rescue Interlocal Agreement not later than January 22, 2014.

Section 2. City Manager Authorization.

The City Manager is hereby authorized to continue to work with the other EF&R Partners, within the time frame described below, to revise the Interlocal Agreement to implement the principles set forth in the 85/15 Plan attached as Exhibit A and includes:

- A 85/15 Plan funding formula to include at a minimum:
 - Issaquah Park & Ride Fire Station #72 – 75% paid by Issaquah and 25% treated as a Regional Asset and paid for by all 5 Partners
 - Sammamish Pine Lake Fire Station #81 – 75% paid by Sammamish and 25% treated as a Regional Asset and paid for by all 5 Partners
 - 85% of the operational cost for each Fire Station based on Assessed Value
 - 15% of the operational cost for each Fire Station based on Calls for Service
 - Fire Calls for Service weighed 75%
 - Medical Calls for Service weighed 25%

The City Manager is also authorized to work with Councilmember Gerend, Sammamish's representative to the EF&R Funding Model Ad Hoc Committee (and continuing representative to the Ad Hoc Committee, if and when the EF&R Board expands the directive of said committee to review proposed ILA changes and/or operating procedures). The City Manager will help Councilmember Gerend to encourage our EF&R partners to expedite the Committee's action of polling partners for initial changes to the ILA and recommending said changes to the Board of Directors no later than December 15, 2013.

The proposed changes or clarifications to the ILA or operating procedures that Sammamish is delivering to the Ad Hoc Committee for consideration are;

- The Funding Formula shall be revised as described above, and incorporated into the new Interlocal Agreement.
- Changes in governance of and membership in EF&R shall require unanimous approval of all partners.

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- Individual partners shall continue to retain ownership and title to their respective fire stations, vehicles, and equipment consistent with the fire stations, vehicles, and equipment each entity brought into the partnership.
- Depreciation and maintenance of vehicles and equipment shall be the financial responsibility of the partner assigned the vehicles and equipment.
- Vehicles and equipment considered to be regional assets (such as the boat or emergency trailer) shall have the depreciation and maintenance paid by all partners in the same proportion as their respective operating contributions.
- Each partner shall select its representatives to the EF&R Board of Directors.
- An Operations Committee composed of staff from each of the partners shall be formed. Each partner shall select its representative to the Operations Committee.
 - The Operations Committee will serve in an advisory capacity and as a resource for the EF&R Board.
 - The Operations Committee's responsibilities will include:
 - Exploring ways to tailor services to be more cost effective and reduce overhead, develop partnerships with cities to provide communications, finance support, assist in budget preparation, explore possible service area modifications, adjustments to staffing levels to create greater flexibility, and striving to improve the quality and delivery of service through innovative service delivery concepts.
- Budget approval shall require approval by at least six members of the EF&R Board.

In continuing to work with the other EF&R Partners, the City Manager will request that the EF&R Board approve the new funding formula change by December 15, 2013 and that EF&R Partner City Councils and Fire District Boards adopt the Amendments to the Interlocal Agreement by January 17, 2014.

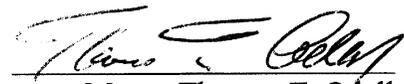
If all EF&R Partner City Councils and Fire District Boards have not adopted the EF&R Board approved Amendments to the Interlocal Agreement by January 17, 2014, the City Manager is hereby authorized to take all steps necessary to initiate the City of Sammamish Fire Department and to include necessary transition funds in the City's 2014 Budget as generally described in the FCS Group's City Fire Department Analysis.

Section 3. Effective Date.

This Resolution shall take effect immediately upon signing

**PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON
THE 12TH DAY OF NOVEMBER, 2013.**

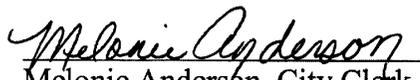
CITY OF SAMMAMISH



Mayor Thomas T. Odell

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ATTEST/AUTHENTICATED:


Melonie Anderson, City Clerk

Approved as to form:


Michael Kenyon, City Attorney

Filed with the City Clerk: November 7, 2013
Passed by the City Council: November 12, 2013
Resolution Number: R2013-552

Exhibit A

85/15 Plan

Partner	2014 Partner Contribution	85% AV/15% Calls (Year 1)	80% AV/20% Calls (Year 2)
Fire District 10	\$ 6,916,199.48	\$ (142,396.05)	\$ (154,323.05)
Fire District 38	\$ 1,379,198.79	\$ 69,494.87	\$ 40,475.39
Issaquah	\$ 5,272,321.15	\$ 340,457.32	\$ 415,300.62
North Bend	\$ 815,705.64	\$ 84,352.18	\$ 110,439.59
Sammamish	\$ 5,894,472.96	\$ (351,906.34)	\$ (411,890.56)

Issaquah Fire Station #72 – 75% Paid by Issaquah and 25% treated as a Regional Asset and paid for by all 5 Partners
 Sammamish Fire Station #81 – 75% Paid by Sammamish and 25% treated as a Regional Asset and paid for by all 5 Partners
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