



City Council, Special Meeting/Study Session

AGENDA

6:30 pm – 9:30 pm

July 8, 2014

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Public Comment

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

New Business

1. **Resolution:** Of The City Of Sammamish, Washington, Adopting A Master Plan For Big Rock Park

Council Reports

City Manager Report

Executive Session – If necessary

OPEN STUDY SESSION

Topics

- Lake Sammamish Urban Wildlife Designation
- Sammamish Plateau Water & Sewer District Comprehensive Plan
- Eastside Fire & Rescue Non-Profit Formation
- Stormwater Program Update

Adjourn

10:00 pm

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

AGENDA CALENDAR

July 2014			
Mon 07/14	4:30 pm – 6:30 pm	Joint Meeting/Issaquah City Council	Location: Issaquah City Hall 130 East Sunset Way
Tues 07/15	6:30 pm	Study Session/Regular Meeting	Contract: East Sammamish Park Safety Nets Installation/TBD (consent) Financial Update: Budget revenue forecast Klahanie PAA Fiscal Report Contract: Asset Management Implementation/Geo Engineers
August 2014			
Sept 2014			
Tues 09/02	6:30 pm	Regular Meeting	Resolution: Approval of Eastside Fire & Rescue Interlocal Amendment - consent
Tues 09/09	6:30 pm	Study Session/Joint Meeting with Planning Commission	Budget study session: Preliminary budget overview. Department discussions
Mon 09/15	6:30 pm	Regular Committee of the Whole Meeting	(if needed)
Tues 09/16	6:30 pm	Regular Meeting	Proclamation: National Recovery Month Budget study session: Departments
October 2014			
Tues 10/07	6:30 pm	Regular Meeting	Budget study session: Departments
Tues 10/14	6:30 pm	Study Session	Discussion: Public Works Standards Budget study session: Departments and Council changes
Mon 10/20	6:30 pm	Regular Committee of the Whole Meeting	(if needed)
Tues 10/21	6:30 pm	Regular Meeting	Budget study session: (if needed)
Nov 2014			
Tues 11/04	6:30 pm	Regular Meeting	Public Hearing: 1 st Reading Property Tax Levy Ordinance Public Hearing: 1 st Reading 2015-2016 Budget Ordinance Resolution: 2015 Fee Schedule Resolution: 2015 Salary Schedule Resolution: 2015 Medical Premium Co-pay percent
Tues 11/11	6:30 pm	Study Session	
Mon 11/17	6:30 pm	Regular Committee of the Whole Meeting	(if needed)
Tues 11/18	6:30 pm	Regular Meeting	Public Hearing: 2 nd Reading Property Tax Levy Ordinance Public Hearing: 2 nd Reading 2015-2016 Budget Ordinance
Dec 2014			
Tues 12/02	6:30 pm	Regular Meeting	
Tues 12/09	6:30 pm	Study Session/Joint Meeting with Planning Commission	
Mon 12/15	6:30 pm	Regular Committee of the Whole Meeting	(if needed)

Tues 12/16	6:30 pm	Regular Meeting	
To Be Scheduled	To Be Scheduled	Parked Items	
Ordinance: Second Reading Puget Sound Energy Franchise	Ordinance: First Reading Social Hosts	Mountains to Sound Greenway	

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

<< June

July 2014

August >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 8:30 a.m. Trail Work Project with WTA 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	2 8:30 a.m. Trail Work Project with WTA 4 p.m. Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting	3 8:30 a.m. Trail Work Project with WTA	4 Independence Day City offices closed 6 p.m. Fourth on the Plateau	5 9 a.m. Fifth of July Clean Up
6	7	8 8:30 a.m. Trail Work Project at Evans Creek 12 p.m. Kiwanis KidsFirst! 6:30 p.m. City Council Special Meeting / Study Session	9 4 p.m. Farmers Market	10 10 a.m. Family Volunteer Event 6:30 p.m. Planning Commission Meeting 6:30 p.m. Concerts in the Park	11	12 8:30 a.m. Trail Work Project with WTA
13 8:30 a.m. Trail Work Project with WTA	14 10 a.m. Finance Committee Meeting 4:30 p.m. Joint Meeting with City of Issaquah 6:30 p.m. Arts Commission Meeting	15 12 p.m. KCLS sponsored Kiwanis KidsFirst! 6:30 p.m. City Council Meeting	16 4 p.m. Farmers Market	17 6:30 p.m. Concerts in the Park	18 3 p.m. "Call to Artists" - Comprehensive Plan	19 9 a.m. Volunteer at Sammamish Landing 10 a.m. Sammamish Children's Walk at Big Rock 7 p.m. Shakespeare Plays
20	21 6:30 p.m. Arts Commission Meeting Canceled	22 12 p.m. Kiwanis KidsFirst!	23 4 p.m. Farmers Market	24 10 a.m. Family Volunteer Event 6:30 p.m. Planning Commission Meeting 6:30 p.m. Concerts in the Park	25	26 7 p.m. Shakespeare Plays
27	28	29 12 p.m. KCLS sponsored Kiwanis KidsFirst!	30 4 p.m. Farmers Market	31 6:30 p.m. Concerts in the Park		

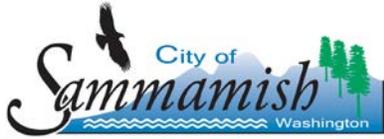
If you are looking for facility rentals, please click [here](#).

<< July

August 2014

September >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 2 p.m. Safe and Sound Sammamish	6 4 p.m. Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting	7 6:30 p.m. Concerts in the Park	8	9 7 a.m. Sammamish Rotary Club Challenge Race / Soap Box Derby 10 a.m. Sammamish Days and Nights
10 7:30 a.m. Obliteride Bike Event Fundraiser for Fred Hutch. Cancer Research	11	12 12 p.m. KCLS sponsored Kiwanis KidsFirst!	13 4 p.m. Farmers Market	14 10 a.m. Family Volunteer Event 6:30 p.m. Concerts in the Park	15	16 7 a.m. Beaver Lake Triathlon 10 a.m. Sammamish Walks at Evans Creek Preserve
17	18 6:30 p.m. Arts Commission Meeting	19 12 p.m. Kiwanis KidsFirst!	20 4 p.m. Farmers Market	21 6 p.m. Kinfolk artists David Berfield Reception 6:30 p.m. Concerts in the Park	22	23 7 a.m. Lake Sammamish Triathlon
24	25	26	27 4 p.m. Farmers Market	28 10 a.m. Family Volunteer Event 6:30 p.m. Concerts in the Park	29	30
31	City offices closed					



City Council Agenda Bill

Meeting Date: July 1, 2014

Date Submitted: June 25, 2014

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: Resolution of the City of Sammamish adopting the Big Rock Park Master Plan.

Action Required: Adopt the Master Plan

Exhibits:

1. Resolution
2. Master Plan Graphics
3. Decision Table
4. Summary of Preferred Master Plan Costs
5. June 10, 2014 Memo from Parks Commission
6. November 13, 2012 Memo from Parks Commission

Budget: A total of \$527,000 is allocated in the 2013-2014 Parks CIP budget to fund Phase I design and construction.

Summary Statement:

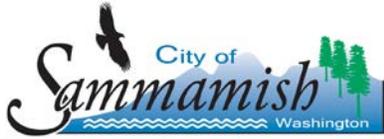
The preferred alternative for the Big Rock Park Master Plan was developed after more than two years of public process, plan development and refinement. The final plan, as presented at the June 10, 2014 City Council meeting, highlights the natural beauty of the park while expanding opportunities for passive recreation and environmental and heritage education. Presented below, along with the attached master plan graphics, is a summary of the final recommendation for the Big Rock Park Master Plan.

Also included in your packet is a decision table on four items. The decision table is intended to assist the City Council in their deliberations on the final components of the Big Rock Park Master Plan. This table includes items of recent discussion, but does not include all master plan components. A formal presentation, including graphics, will accompany this decision table at the City Council meeting.

The Final Master Plan:

Site A General Design:

Environmental education was a strong theme that came forth during the public process. As a guiding design principle, the design team incorporated opportunities for learning, exploring and creating with environmental education in mind.



City Council Agenda Bill

Parking:

Two parking areas are located on Site A. Primary parking (40 stalls) is proposed along SE 8th Street with secondary parking (11 stalls) proposed north of the barn.

Natural Play Area:

A children's natural play area is proposed south of the parking area along SE 8th Street. Designed to be inclusive, the children's natural play area will provide highly creative, interactive play experiences with the purpose of connecting kids with nature. Climbing boulders, balancing logs, embankment slides and a kid's zipline (ages 4-9) are envisioned in the more active areas of the playground while sensory gardens, willow structures and a story circle allow for a more quiet play setting.

Open Meadow:

An extension of the natural play area, the open meadow provides opportunities for creative unstructured play, picnic spots and stops along the accessible trail loop.

Accessible Trail Loop:

An accessible trail meanders around the open meadow and provides a route to the house, the restrooms and the education circle.

Education Circle:

A covered education circle with a fire pit is proposed atop an existing knoll in the center of Site A. The education circle provides a space for small groups such as scout troops, elementary school classes and community organizations to meet in an outdoor setting. The fire pit will be available by reservation only and locked when not in use.

Meeting Space:

The existing house may serve as a new community meeting space for small groups, once renovated to accommodate the public. Potential use of the house will be evaluated in the future.

Restrooms:

The existing barn will be renovated to include park restrooms. It will also continue to serve as staging and storage space for volunteer work parties and maintenance equipment for the park.

Elevated Boardwalk:

The ADA accessible elevated boardwalk is situated approximately 15' above the ground and intertwines through the natural park setting.

Interpretive Trails, Observation Deck and Habitat Enhancement:

Areas throughout the park have been identified for enhancement to increase habitat for native plant species and for associated wildlife. These enhanced areas will be accessed via interpretive trails and an observation deck.



City Council Agenda Bill

Site B General Design:

Site B is intentionally more passive than Site A with design elements that include meandering trails and boardwalks. These amenities allow for an up-close and exploratory experience in support of outdoor education.

Access and Parking:

Access to Site B is provided off 221st Ave SE and 220th Ave SE. Three parallel parking spots are located within the 221st Ave. SE right-of-way and a grasscrete parking lot with 10-12 parking spots, accessible by 220th Ave SE, is located south of the Reard/Freed House.

Sauna and Tanner House:

The existing building housing a sauna and a laundry room will be renovated into park restrooms and storage space. The Tanner House is limited in layout and is not intended for public use as it will require extensive renovation.

The Reard/Freed House and Heritage Garden:

The Sammamish Heritage Society envisions a fully renovated and functioning house surrounded by period landscaping designed to reflect the colorful and rich history of Sammamish. Once completed, the homestead would serve as a resource dedicated to heritage education and preserving Sammamish's history. House uses will include a small museum, storage space for historic relics and space on the second floor for administrative offices.

The area surrounding the Reard/Freed House, restrooms and Tanner House will be reflective of early 1900's landscape design. The heritage garden embraces nature with an emphasis on low maintenance landscaping, minimal use of lawn, winding pathways and the implementation of an asymmetric planting plan. A display space will be incorporated and as with the museum, would accommodate rotating exhibits reflecting the art and history of Sammamish.

Community Garden

A community garden is proposed and located east of the Reard/Freed House. The final layout/capacity and overall design of the garden will be influenced by limited parking provided for Site B and the desire to maintain Site B as a passive park.

Open Meadow and Picnic Shelter:

A medium-sized picnic shelter similar in size to the medium shelter at Pine Lake Park is located just north of the Tanner House and overlooks the open meadow. The shelter will accommodate two to four picnic tables and will be available on a first-come, first-served basis.

Interpretive Trails, Bird Blind and Habitat Enhancement:

As with Site A, interpretive trails are proposed throughout the site with amenities that include a bird blind, a serpentine boardwalk, picnic areas and a tree house constructed by Mary Pigott. Construction of the tree house began in early 2014 and was designed and engineered for public use.



City Council Agenda Bill

Background:

Big Rock Park (Site A) opened to the public in October 2011 after being transferred to the City as part of a phased land donation by Mary Pigott. Site A, the first parcel of three, was transferred in early 2011. Located in the center of the city, the 16 acres that make up Site A are partially wooded with coniferous and deciduous trees. Buildings on the site include a single family home, a garage and a barn. Wood chipped trails meander through the dense forest and open meadows, crossing wetlands and streams throughout the site.

Ms. Pigott graciously allowed staff to include Site B in the master planning process, although this parcel has not yet been transferred to the City. The 20 acres that make up Site B include dense forest cover, meandering trails that traverse varying topography and open meadows. A single family home with a garage and sauna comprise the old homestead. On June 3, 2012 the Reard-Freed House was relocated to Site B near the existing buildings.

Shortly after the “soft opening” of Big Rock Park in 2011, the Park Planning team began work on the master plan. This is the first master plan completed in-house. Over a year of site reconnaissance, studies, an extensive public process, a public park naming contest, concept development and refinement have been completed and incorporated into the preferred alternative plan. The preferred plan was presented at a public meeting and to the Parks and Recreation Commission in the fall of 2012.

On February 19, 2013, the plan was presented to the City Council for review and discussion. Council authorized staff to begin the SEPA process and a determination of non-significance was issued in March 2014. The final plan was reviewed by the City Council on June 10, 2014.

Additional Background Information:

Community Survey

- Web Survey January 2012

Public Meetings

- Meeting #1: Hopes, Dreams and Fears, January 11, 2012
- Meeting #2: Review of Master Plan Alternatives, April 25, 2012
- Meeting #3: Public Safety, Site Access and Parking and Building Uses, July 11, 2012
- Meeting #4: Review of the Preferred Alternative, September 19, 2012

Parks and Recreation Commission

- Hopes, Dreams and Fears: January 4, 2012
- Review of Master Plan Alternatives: May 9, 2012
- Review of Master Plan Alternatives: June 6, 2012
- Review of Preferred Alternative Plan: October 3, 2012
- Review of Preferred Master Plan: March 6, 2013
- Review of Preferred Master Plan: June 5, 2013
- Review of Preferred Master Plan: July 10, 2013



City Council Agenda Bill

- Reard/Freed House Vision: April 2, 2014
- Review of Preferred Master Plan: May 7, 2014
- Review of Preferred Master Plan: June 4, 2014

City Council Updates:

- Hopes, Dreams and Fears: January 10, 2012
- Review of Master Plan Alternates: June 12, 2012
- Review of Preferred Alternative Plan: November 13, 2012
- Review of Preferred Alternative Plan and consensus to move into SEPA: February 19, 2013
- Review of the Preferred Alternative Plan: March 11, 2014
- Review of the Final Master Plan: June 10, 2014

Surveys and Studies Performed:

- Site Inventory and Analysis
- Wetland Reconnaissance
- Traffic Count Study and Analysis

Financial Impact:

The probable cost of construction for the Preferred Master Plan (if all improvements are built) is approximately \$4.1 million. This includes \$2,920,000 for the Site A improvements and \$1,180,000 for the Site B improvements. The estimated annual operating and maintenance cost for the Preferred Master Plan (if all improvements were built) is \$385,668. This cost does not include operation of the house on Site A. A summary of the Preferred Master Plan costs is attached.

Recommended Motion:

Approve the Resolution adopting the Big Rock Park Master Plan.

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

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING A MASTER PLAN FOR BIG
ROCK PARK**

WHEREAS, Big Rock Park is a 36-acre park comprised of two parcels in the center of the City, at the corner of SE 8th Street and 214th Ave SE; and

WHEREAS, Big Rock Park was donated as part of a phased land donation to the City of Sammamish by Ms. Mary Pigott in 2010; and

WHEREAS, the City's Model Master Plan Process was conducted for the Big Rock Park Master Plan from November 2011 to September 2012 to identify priorities for future park improvements in a comprehensive manner through a process that involved the community; and

WHEREAS, following four public meetings and corresponding updates to the Parks and Recreation Commission and to the City Council, a final preferred alternative for the Master Plan was completed and presented to the City Council;

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

Section 1. Adoption of the Big Rock Park Master Plan: The City Council hereby adopts the Big Rock Park Master Plan, attached hereto as Attachment A and incorporated herein by reference.

Section 2. Severability: Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

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

**ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON
THE _____ DAY OF JULY 2014.**

CITY OF SAMMAMISH

Mayor Thomas E. Vance

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

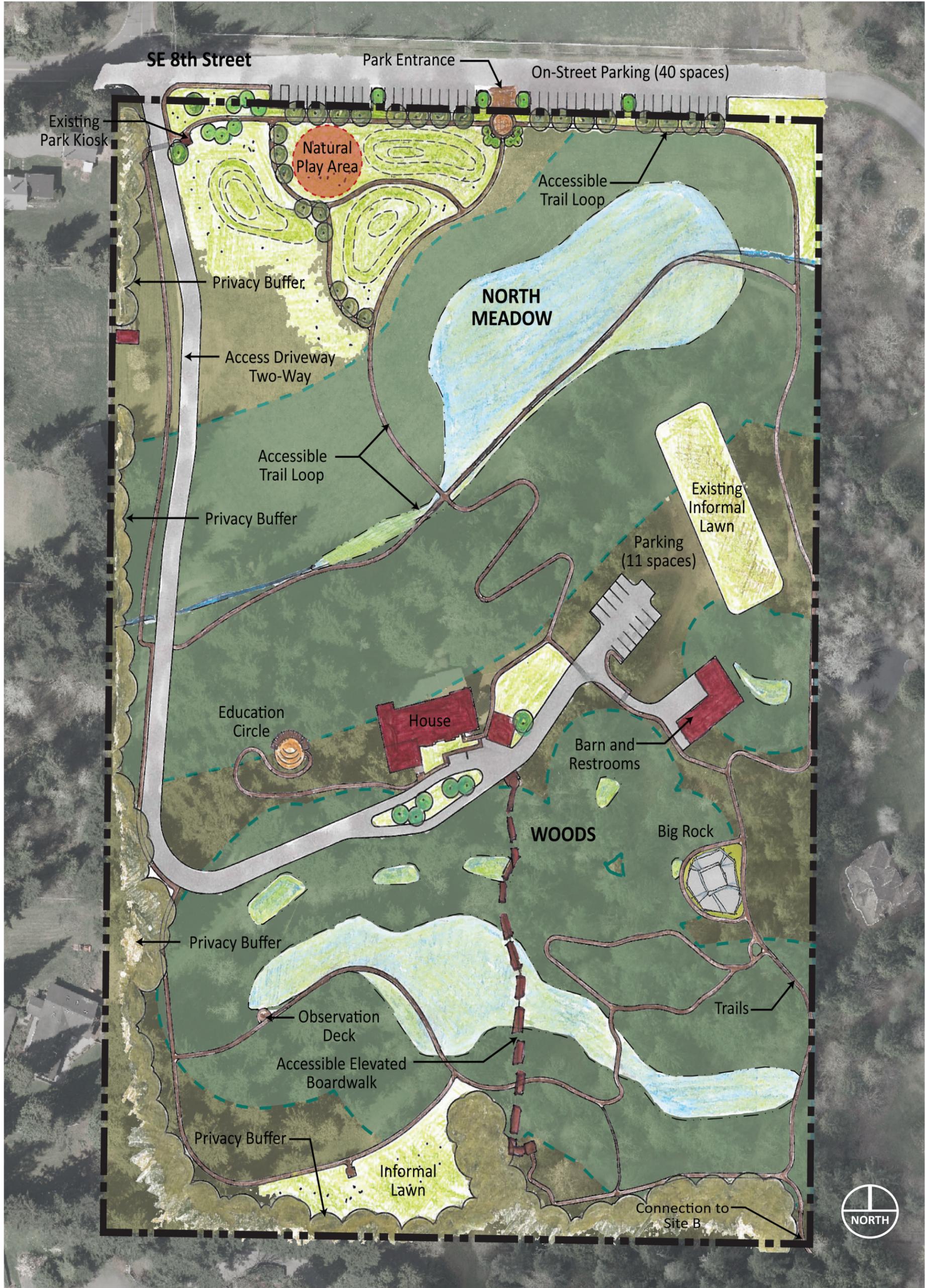
Approved as to form:

Michael R. Kenyon, City Attorney

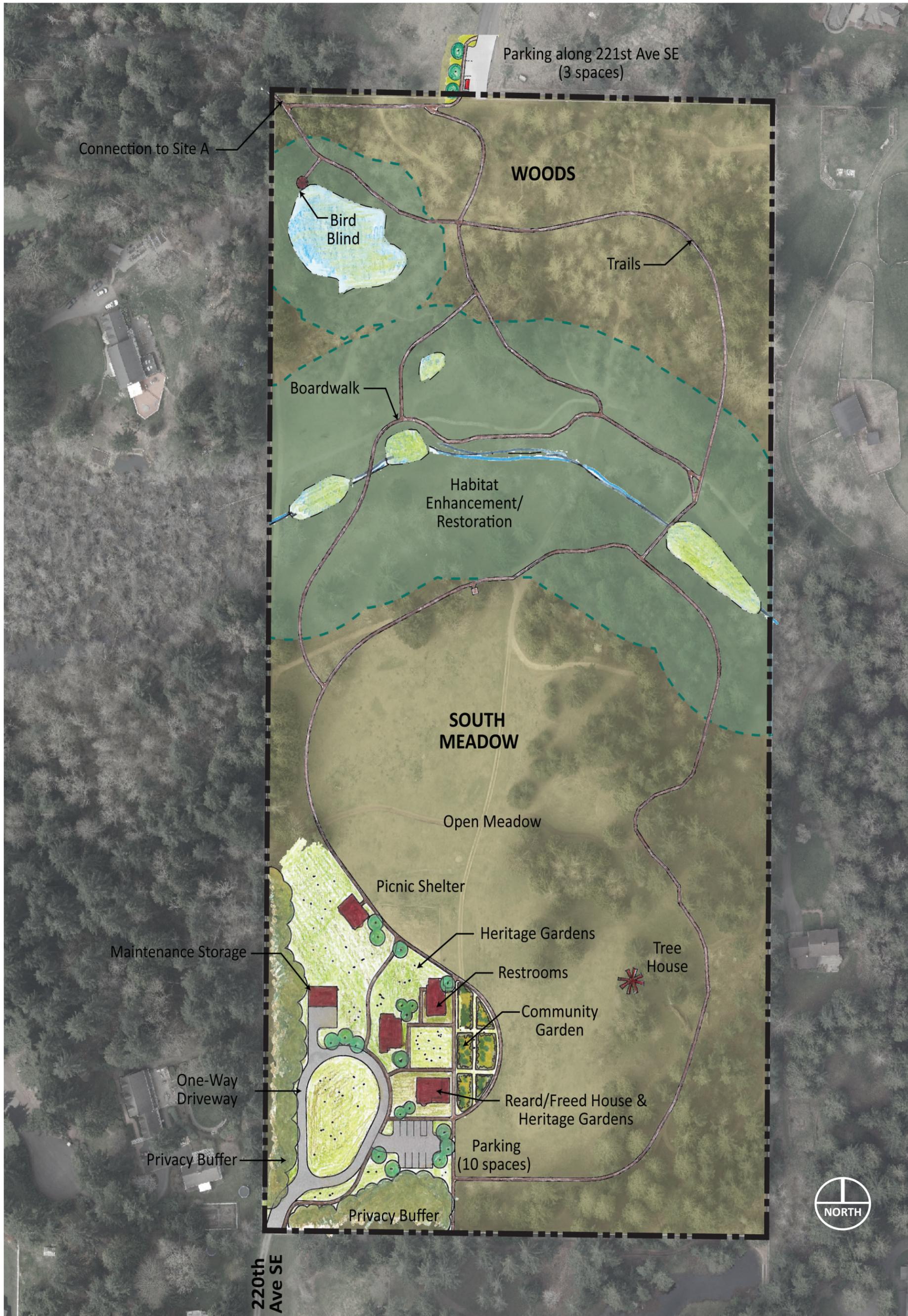
Filed with the City Clerk: June 26, 2014

Passed by the City Council:

Resolution No.: R2014-____



SITE A BIG ROCK PARK MASTER PLAN



SITE B

BIG ROCK PARK MASTER PLAN

DECISION TABLE

Big Rock Park Master Plan

This table is intended to assist the City Council in their deliberations on the final components of the Big Rock Park Master Plan. This table includes items of recent discussion, but does not include all master plan components. A formal presentation, including detailed graphics, will accompany this decision table at the City Council meeting on July 8, 2014.

Topic	Location	Estimated Cost	Proposed Construction Phase	Parks Commission Recommendation	Council Action
1. Natural Play Area: A play area designed to complement the natural landscape of the park. Includes structured and unstructured play components. ADA accessible and inclusive design. This will not be a formal playground. Project will allow for volunteer support during assembly/construction.	Site A of Big Rock Park	\$100,000 (Estimate includes anticipated volunteer support.)	Included in Phase I (2015)	The Parks Commission recommends inclusion of the natural play area in the final master plan.	Council consensus on March 11, 2014 to add this item to the master plan, but no formal council action was taken.
2. Elevated Boardwalk: An elevated boardwalk located in the southern portion of Site A. The boardwalk crosses a very steep ravine and a category II wetland. Proposed boardwalk is comparable to structures in Ebright Creek Park and Evans Creek Preserve. The structure is ADA accessible and provides an ADA connection from Site A to Site B, which would not otherwise be possible due to the challenging terrain on Site A.	Site A of Big Rock Park	\$525,000	Identified in Phase 7 of the proposed master plan, pending inclusion in a future Parks CIP budget.	The Parks Commission recommends inclusion of the elevated boardwalk in the final master plan.	No council action taken.

<p>3. Community Garden: A community garden located adjacent to the Reard House on Site B. Proposed design would be similar to the garden in the Lower Sammamish Commons. Elevated planter boxes constructed with suitable growing soils imported. Number of plots could range from 30 to 50, including ADA plots. Site B is currently in private ownership. No improvements will be considered until Site B transfers to the City.</p>	<p>Site B of Big Rock Park</p>	<p>\$100,000</p>	<p>Identified in Phase 4 of the proposed master plan, pending inclusion in a future Parks CIP budget.</p>	<p>The Parks Commission recommends inclusion of the community garden in the final master plan. Parks Commission reintroduced this item on June 10, 2014.</p>	<p>No council action taken.</p>
<p>4. Site B Parking Lot: There was council discussion on June 10, 2014 as to the size of the parking lot on Site B. This item is included in the decision table since consensus was not reached. The proposed master plan includes parking for 10 to 12 cars on Site B. This is similar in size to the parking lots at Beaver Lake Preserve and Evans Creek Preserve. This is the minimum size parking lot in the Sammamish parks system and is 1/3 the size of what was proposed in the master plan alternatives. Paved driveway and the parking lot itself will be grasscrete or similar. Design would be suitable for a fire truck or school bus turnaround, but no on-site parking is available for vehicles of this size. Site B is currently in private ownership. No improvements will be considered until Site B transfers to the City.</p>	<p>Site B of Big Rock Park</p>	<p>\$450,000</p>	<p>Parking and access will be included in the first development phase of Site B, which is currently identified in Phase 3 of the proposed master plan, pending inclusion in a future Parks CIP budget.</p>	<p>The Parks Commission has not recently deliberated on this matter.</p>	<p>No council action taken.</p>

Big Rock Park Master Plan

Summary of Preferred Master Plan Costs

SITE A	DESIGN & CONSTRUCTION
SITE PREP, DEMOLITION & EARTHWORK	\$250,000
ACCESS, PARKING, STORM DRAINAGE, UTILITIES	\$398,700
STRUCTURES (House, Restrooms, Education Circle, Natural Playground & Elevated Boardwalk)	\$971,800
TRAILS & HABITAT RESTORATION	\$189,000
MISC. (Planting, Irrigation, Furnishings etc.)	\$117,000
CONTRACTOR OVERHEAD & PROFIT	\$213,600
CONTINGENCIES, PERMITS & TAXES	\$779,900
TOTAL COST	\$2,920,000

SITE B	DESIGN & CONSTRUCTION
SITE PREP, DEMOLITION & EARTHWORK	\$155,000
ACCESS, PARKING, STORM DRAINAGE, UTILITIES	\$275,000
STRUCTURES (Buildings, Picnic Shelter, Restroom & Bird Blind)	\$167,000
TRAILS & HABITAT RESTORATION	\$140,000
MISC. (Planting, Irrigation, Furnishings etc.)	\$48,000
CONTRACTOR OVERHEAD & PROFIT	\$80,000
CONTINGENCIES, PERMITS & TAXES	\$315,000
TOTAL COST	\$1,180,000

Exhibit 4



801 - 228TH AVENUE SE • SAMMAMISH, WASHINGTON 98075 • TEL 425-295-0500 • FAX 425-295-0600 • WWW.CI.SAMMAMISH.WA.US

Date: June 10, 2014

To: City Council

From: Hank Klein, Parks and Recreation Commission Chair

Subject: Proposed Parks Capital Improvement Plan 2015-2020

On behalf of the Parks Commission, I am pleased to provide our recommendations for the 2015-2020 Parks Capital Improvement Plan (CIP). The Commission has spent the past couple months reviewing the draft plan and discussing the implementation schedule.

We focused our attention on those parks that had a master plan completed, but to date no actual projects were built. In particular, we looked at Beaver Lake Park (master plan adopted in 2010) and East Sammamish Park (master plan adopted in 2008).

Extensive use over the years has led to the decline of the beach and shoreline trees at Beaver Lake Park. We recommend moving forward with the lakeside improvements in 2017 and 2018. These improvements include the following:

- Restore the shoreline to improve ecological function and habitat; and, define areas for human access by creating a swim beach, floating platform and designated fishing area.
- Reconfigure and expand the parking lot (on the Lodge side of the park) to simplify circulation and create an additional 30 parking spaces (approximate).
- Add a new play area north of the pavilion.
- Add paving at the pavilion to create additional gathering space near the shoreline.
- Improve drainage in the meadow near the pavilion.

Due to high demand for parking at Beaver Lake Park, particularly during the little league season, we support the expansion of the parking lot adjacent to the ball fields on the west side of the park in 2018-2019. We believe this expansion will allow for approximately 25 additional parking spaces. The access drive will be reconfigured to eliminate superfluous impervious surface from the existing stream (Laughing Jacobs Creek) buffer. With the recent construction of the 244th Ave SE improvements, the new driveway apron has already been installed, new sidewalks were built along 244th Ave SE and 19 street parking spots were created.

The East Sammamish Park master plan was completed in 2008. We recommend implementing some of the proposed projects from that master plan in 2016-2017. The parking lot expansion and playground upgrades rise to the top of our list of priorities. The existing parking lot can accommodate approximately 17 additional parking spaces and street frontage improvements will increase visibility, accessibility and safety of park visitors. The existing play area will be expanded to accommodate a larger array of play equipment and a new spray park and climbing wall will be added. This phase will also improve the trail between the park and Margaret Mead Elementary School.

Exhibit 5

We recommend building the picnic shelter and informal play area at Evans Creek Preserve in 2019-2020. The picnic shelter will be sized appropriately for Preserve use and sited in the main meadow where the restroom building is located.

We recommend adding a restroom building to the Lower Commons and upgrading the existing play area and spray park in 2019-2020. Not only does this park serve as the central park for the community, but the addition of the Community Center will increase the number of people visiting the site and using the playground in the Lower Commons. Given the high cost to bring a sewer line to the site, we recommend utilizing a waterless restroom similar to the one at Evans Creek Preserve.

We also support the addition of a permanent restroom at Sammamish Landing Park and recommend installation in 2015. The park experienced high use during the summer of 2014 and we expect usage patterns to continue. With the addition of the new parking lot and pedestrian access, it is conceivable that park user rates will remain steady and may even increase. The single Honey Bucket currently on-site is insufficient to support park use.

In addition to the CIP projects, we would like to recommend council consider the following studies as part of a future work plan:

- A comprehensive ADA access audit and transition plan for all park and recreation properties within the city.
- A heritage resources inventory for the city that will identify and evaluate historic properties to preserve and celebrate significant buildings.

Finally, we recommend the council continue to allocate funding for land acquisition, particularly as opportunities arise in the NE quadrant, the SW quadrant, and along the shores of Lake Sammamish. We also anticipate additional land acquisition funding may be needed as we begin to pursue future trail connections.



Memorandum

DATE: November 13, 2012

TO: Sammamish City Council

FROM: Pauline Cantor, Chair, Parks and Recreation Commission

RE: SE 8th Street Park – Master Plan Recommendation

On behalf of the Parks and Recreation Commission, I am pleased to present our recommendations on the SE 8th Street Park Master Plan.

It is the result of input from several public meetings, started in January of this year. The Parks Commission has been presented with a range of ideas and proposals for the park, including plans to enhance the park through environmental and heritage education; bring visitors safely into the park; provide basic amenities such as parking, access and restrooms; and, build on the existing network of trails on the site. We have examined the plans presented to us by staff, and we have received extensive input from local residents and park neighbors. We carefully examined the impacts of park development on the neighboring properties and reached a compromise that was sensitive to the adjacent homeowners while recognizing the needs and interests of the community.

As a Parks Commission, we unanimously endorse the final preferred design presented to us at our regularly scheduled meeting on Wednesday, October 3, 2012. We have provided additional comments on the various elements of the plan below.

Key Recommendations:

Community Park: We are fortunate to have this wonderful piece of property donated to the city and for the enjoyment of the whole community. We recognize amenities such as parking and access are necessary for this park to function as a community park but also believe other amenities like picnic shelters, interpretive signs, boardwalks and the canopy walk are what make the park special. This park is passive without being stale. When presenting this design to the community, the feedback received was that it was nice to have a special, unique feature to set this park apart from others.

Parking and Access: On site A, on-street parking is provided in the right-of-way, along SE 8th Street. Limited parking will be sited near the buildings to achieve a total of 51-parking spaces, including ADA stalls. Access to the buildings and onsite parking is provided by expanding the existing 9 foot gravel driveway to a two-way asphalt driveway. The existing cleared area adjacent to the barn can also be used for overflow parking, if the need is warranted.

Site B can be accessed from the north via 221st Ave SE connecting Lancaster Ridge to the park and from the south via 220th Ave SE. Three parallel parking spots are located within the 221st Ave SE right-of-way and adjacent to a city owned detention facility. A 10-stall parking lot is proposed just south of the Reard House. These two access points are an outcome from the third public meeting which focused on safety, access and parking. The neighbors adjacent to the park property felt one

Exhibit 6

entrance concentrated vehicular and foot traffic and that the addition of a second access point spreads this traffic out more evenly through the neighborhood.

Building Use: We recognize that the existing house on Site A is a wonderful resource for a multi-use gathering space (i.e. community art classes, yoga sessions, meetings, or other gatherings). With the possibility of a community center in the near future, we realize this space may not be a necessary component. However, if future community needs warrant, we recommend renovating the house to make it ADA accessible and a useful, organized space. The existing barn provides a much needed space for maintenance tools and materials at this time, but can also be a converted space if future needs dictate. We are in support of converting part of the barn to a restroom for park users. This is not only sustainable, but reduces the need to cut trees for a new restroom building.

Site B includes an existing house, sauna and garage. In addition, the Reard House was moved to the site in early summer 2012. We realize the master plan process did not yield a strong use for the existing buildings. We recommend the sauna be converted to park restrooms, the Reard House used for heritage education, the existing garage used for maintenance storage and secure the Tanner House until a future use is determined. We agree with the addition of a medium size picnic shelter near the parking area and overlooking the meadow for community use.

Minimize Adjacent Impacts: We acknowledge the proximity of this park to adjacent neighbors and realize it has an impact. Therefore, we support the removal of trails adjacent to the property line where feasible, limiting park use to daytime hours and providing several access points to distribute park use traffic.

Environmental and Heritage Education: Environmental and heritage education were strong themes that came forth during the public process. As a guiding design principle, the team incorporated opportunities for learning, exploring and creating with environmental and heritage education in mind. We are in support of environmental opportunities including the addition of a covered education circle designed as an informal meeting space, interpretive trails, a wetland observation deck, an elevated boardwalk and a bird blind.

We also recognize another educational component in this park – heritage. These educational opportunities range from the dawn of time with glacial formations at the big rock to the historical Reard House, which focuses on heritage within the past century.

Habitat Restoration and Enhancement: The plan calls for several areas of habitat restoration, including the wetland meadow on site A, the vegetative understory throughout both sites, and the restoration of the meadow on site B. We fully support this action and feel that this work can be done over time through volunteer work parties.

Phase 1: We recommend that the first of this project focus on developing park user amenities such as on-street parking along SE 8th Street, a park entrance, education circle, trail construction and restrooms at the existing barn.

Conclusion: This concludes our feedback and recommendations for the master plan preferred alternative. We very much appreciate the opportunity to provide you with our recommendations on the SE 8th Street Master Plan.

Item # 1

Lake Sammamish Urban Wildlife Designation

Presentation at Meeting

Item # 2

Sammamish Plateau Sewer & Water District Comprehensive Plan

Presentation at Meeting



Memorandum

DATE: July 2, 2014

TO: City Council
Ben Yazici, City Manager

FROM: Laura Philpot, PE; Assistant City Manager/Public Works Director

RE: Eastside Fire and Rescue Non Profit Formation

At the City Council Study Session on July 8, 2014 staff will be sharing the draft Interlocal Agreement amendment and associated incorporation documents that would allow Eastside Fire and Rescue to form a legal non-profit entity.

Please find attached the following documents for your review:

- **Amendment to the Interlocal Agreement:** This document was reviewed in detail by the Eastside Fire and Rescue (EF&R) Operations Committee (of which Kathy Huckabay and I are members). It was also reviewed by our own legal counsel. After all the agreed upon changes were incorporated, the EF&R Board unanimously approved the amendment on June 12, 2014. The Board has requested the amendment be forwarded to each of the partner governing bodies for consideration.
- **Articles of Incorporation:** If and when all the partners approve the amendment to the Interlocal Agreement, the next formal step to obtaining the non-profit status is to file articles of incorporation with the State. The articles of incorporation were also reviewed in detail by the EF&R Operations Committee and our legal counsel. The document included in this packet has been significantly reduced from previous versions seen by Council. The key theme is that all the terms of the Interlocal Agreement would continue to govern EF&R. This document has not yet been approved by the EF&R Board and is planned to be finalized after such time all partners have approved the amendment to the Interlocal Agreement.
- **Bylaws:** Similar to the Articles of Incorporation, this document has been reviewed by the EF&R Operations Committee and our legal counsel. Also like the Articles of Incorporation, this document has been significantly reduced from previous versions. Again, keeping with the theme that the terms of the Interlocal Agreement would remain in place.
- **List of Pros and Cons:** During the review of the various documents associated with the non-profit formation, the EF&R Operations Committee discussed the need to articulate the pros and cons associated with formation of a non-profit. Included in this packet of material is the list generated as a result of that exercise.

**AMENDMENT TO
EASTSIDE FIRE & RESCUE AGREEMENT
(NONPROFIT CORPORATION)**

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

RECITALS

A. On January 1, 1999, Eastside Fire & Rescue was created by interlocal agreement pursuant to Chapter 39.34 RCW.

B. In December 2007, the Parties amended and replaced the original interlocal agreement, as amended, with the Eastside Fire & Rescue Interlocal Agreement, which extended the operation of Eastside Fire & Rescue to December 31, 2014 (“2007 Interlocal Agreement”).

C. In January 2014, the Parties amended and replaced the 2007 Interlocal Agreement, as amended, with another Eastside Fire & Rescue Interlocal Agreement, which extended the operation of Eastside Fire & Rescue to December 31, 2021 (“Interlocal Agreement”).

D. RCW 39.34.030 authorizes the Parties to create a separate legal entity to exercise their joint powers, which entity may include a nonprofit corporation organized pursuant to Chapter 24.06 RCW. RCW 39.34.030 also requires the Parties to specify such nonprofit corporation in the interlocal agreement for the exercise of joint powers.

E. The Parties desire to create a nonprofit corporation pursuant to chapter 24.06 RCW and to amend the Interlocal Agreement accordingly to satisfy the requirement of RCW 39.34.030.

AMENDMENT

In consideration of the mutual covenants and conditions contained in the Interlocal Agreement, the Parties agree as follows:

1. **Addition of new Paragraph 29.** A new paragraph 29 is added to the Interlocal Agreement to read as follows:

29. Non-Profit Corporation. The Joint Fire Department (Eastside Fire & Rescue) is formed and shall be organized as a non-profit corporation pursuant to RCW 39.34.030 and Chapter 24.06 RCW to

perform the services described in this Agreement and to exercise all powers, privileges and authority authorized by Chapter 39.34 RCW and this Agreement; provided, however, that in the event of a conflict between Chapter 24.06 RCW and this Agreement, the terms of this Agreement shall control.

2. **Amendment of Paragraph 9.** Paragraph 9 of the Interlocal Agreement is amended to read as follows:

9. Employer. The non-profit corporation created pursuant to this Agreement, RCW 39.34.030 and Chapter 24.06 RCW shall serve as the employer of all employees and volunteers of the Joint Fire Department (Eastside Fire & Rescue).

3. **Effective Date.** This Amendment shall be effective on the first day of the month following the recording of the Articles of Incorporation for Eastside Fire & Rescue with the Secretary of State.

4. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

CITY OF ISSAQUAH

KING COUNTY FIRE DISTRICT NO.
10

By _____

By _____

Date _____

Date _____

CITY OF NORTH BEND

KING COUNTY FIRE DISTRICT NO.
38

By _____

By _____

Date _____

Date _____

CITY OF SAMMAMISH

By _____

Date _____

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

The undersigned, in order to form a not for profit corporation under Chapter 24.06 of the Revised Code of Washington (“RCW”) (the “Act”), and pursuant to Chapter 39.34 RCW (the “Interlocal Cooperation Act”), hereby sign and deliver the following Articles of Incorporation:

ARTICLE I — NAME

The name of this corporation is: EASTSIDE FIRE & RESCUE.

ARTICLE II — DURATION

The period of duration of Eastside Fire & Rescue (hereinafter referred to as “EF&R”) is perpetual until dissolution.

ARTICLE III — PURPOSES

EF&R is organized on behalf of and as an instrumentality of its governmental members to carry out the purposes and services of the Eastside Fire & Rescue Interlocal Agreement (the “Interlocal Agreement”) pursuant to the Interlocal Cooperation Act. These purposes and services include the provision of fire prevention, fire suppression, emergency medical, special rescue and hazardous materials incident response services, the operation of a Joint Fire Department, as that term is defined in the Interlocal Agreement and the provision of such other services as are provided for in the Interlocal Agreement.

ARTICLE IV — POWERS

Subject to limitations and conditions as set forth in the Interlocal Agreement, these Articles of Incorporation, or EF&R’s Bylaws, EF&R shall have all powers which now or hereafter are granted or conferred under the Act and the Interlocal Cooperation Act and other applicable law upon a corporation or governmental agency organized for the purposes set forth above.

ARTICLE V — MEMBERS

Members of EF&R are the Cities and Fire Protection Districts that are Parties of EF&R and governmental agencies and entities that are authorized to become Parties of EF&R under the Interlocal Agreement. The rights and responsibilities of Members and the manner of their election, appointment, or admission to membership and termination of membership shall be as provided for in the Interlocal Agreement.

ARTICLE VI — DISTRIBUTIONS UPON DISSOLUTION

Upon dissolution and termination of EF&R pursuant to the Interlocal Agreement the assets shall be distributed as set forth in the Interlocal Agreement.

ARTICLE VII — BYLAWS

Provisions for the regulation of the internal affairs of EF&R shall be set forth in the Bylaws of EF&R.

ARTICLE VIII — REGISTERED AGENT

The address of the initial registered office of EF&R is Inslee, Best, Doezie & Ryder, P.S., Skyline Tower, Suite 1500, 10900 NE 4th Street, Bellevue, Washington 98004. The name of its initial registered agent is Rod P. Kaseguma.

ARTICLE IX — DIRECTORS

The initial board of directors shall consist of eight directors. The names and addresses of the persons who are to serve as initial directors are:

1. Eileen Barber, 175 Newport Way NW, Issaquah, WA 98027
2. Mike Mitchell, 175 Newport Way NW, Issaquah, WA 98027
3. Don Smith, 175 Newport Way NW, Issaquah, WA 98027
4. Alan Gothelf 175 Newport Way NW, Issaquah, WA 98027
5. Don Gerend, 175 Newport Way NW, Issaquah, WA 98027
6. Tom Vance, 175 Newport Way NW, Issaquah, WA 98027
7. Mary Lou Pauly, 175 Newport Way NW, Issaquah, WA 98027
8. Chris Dahline, 175 Newport Way NW, Issaquah, WA 98027

The number of directors shall be the same as the number of directors provided for by the Interlocal Agreement. .

ARTICLE X — INCORPORATORS

The name and address of the incorporator is Eileen Barber 175 Newport Way NW, Issaquah, WA 98027.

ARTICLE XI — LIMITATION OF DIRECTOR LIABILITY

Except to the extent otherwise required by RCW 24.06.035 or applicable law (as they exist on the date of the adoption of this Article or may be amended from time to time), a director of EF&R shall not be personally liable to EF&R for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for any act or omission occurring before the date when this provision becomes effective.

If the Act is hereafter amended to expand or increase the power of EF&R to eliminate or limit the personal liability of directors, then, without any further requirement of action by the Directors of EF&R, the liability of a director shall be eliminated or limited to the full extent permitted by the Act. No amendment to or repeal of this Article shall adversely affect any right of protection of any director of EF&R occurring after the date of the adoption of this Article and prior to such amendment or repeal.

ARTICLE XII — INDEMNIFICATION

EF&R shall indemnify any director and officer of EF&R who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in EF&R to the full extent allowed by law, as presently in effect and as hereafter amended. By means of a resolution or of a contract specifically approved by the Board of Directors, EF&R may also indemnify an employee or agent to such degree as the Board of Directors determines to be reasonable, appropriate and consistent with applicable law and to be in the best interests of EF&R. Reasonable expenses incurred by a director or officer who is involved in any capacity in a proceeding by reason of the position held in EF&R, shall be advanced by EF&R to the full extent allowed by and on the conditions required by applicable law, as presently in effect and as hereafter amended. Expenses shall not be advanced to any director, officer, employee or agent unless that person first promises in a writing delivered to EF&R to repay all amounts advanced by EF&R in the event that it is later determined that such person is not entitled to be so indemnified.

The Board of Directors of EF&R shall have the right to designate the legal counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense.

The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles of Incorporation, the Bylaws of EF&R, a vote of the Board of Directors of EF&R, or otherwise. No amendment to or repeal of this Article shall adversely

Exhibit 2

affect any right of any director, officer, employee or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

EF&R shall also indemnify and hold harmless every Member, including, but not limited to that Member’s officers, directors, employees and agents from all claims, injuries, damages, losses or suits, including reasonable attorney fees which arise out of acts and omissions of EF&R.

Nothing in these Articles of Incorporation may be interpreted as a waiver of sovereign immunity by any Member.

Indemnification of directors and officers by EF&R shall be consistent with the terms of the Interlocal Agreement, the Act, the Interlocal Cooperation Act and other applicable law.

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

ARTICLE XIII- CONTROLLING DOCUMENTS AND STATUTES

In the event of a conflict between these Articles of Incorporation, the Act, the Interlocal Cooperation Act, or the Interlocal Agreement, the terms and conditions of the Interlocal Agreement shall control. In the event of a conflict between the Act and statutes governing municipal corporations or City and Fire Protection District Parties of EF&R (the “Members”), the statutes governing municipal corporations and the Members shall control.

ARTICLE XIV

These Articles of Incorporation shall be effective on the first day of the month following their recording with the Secretary of State.

DATED this ____ day of _____, 2014.

INCORPORATOR:

Printed Name: _____
Title: _____
Party Name: _____

CONSENT TO SERVE AS REGISTERED AGENT

I, ROD P. KASEGUMA, hereby consent to serve as Registered Agent, in the State of Washington, for the following corporation: **Eastside Fire & Rescue**. I understand that as agent for the corporation it will be my responsibility to receive service of process in the name of the corporation, to forward all mail to the corporation, and to immediately notify the office of the Secretary of State in the event of my resignation, or of any changes in the registered office address of the corporation for which I am agent.

DATED this _____ day of _____, 2014.

Rod P. Kaseguma, Registered Agent

Address: Inslee, Best, Doezie & Ryder, P.S.
Skyline Tower, Suite 1500
10900 NE 4th Street
Bellevue, WA 98004

Exhibit 2

**BYLAWS OF EASTSIDE FIRE & RESCUE
("EF&R")**

ARTICLE I. PURPOSES—CONTROLLING STATUTES

As set forth in the EF&R Interlocal Agreement ("Interlocal Agreement"), EF&R is organized in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the Nonprofit Miscellaneous and Mutual Corporations Act (Chapter 24.06 RCW), as a public body and an instrumentality of its members, exercising essential governmental functions of its members by providing fire prevention, fire suppression, emergency medical, special rescue and hazardous materials incident response services, as well as other services in the Interlocal Agreement, and operating a Joint Fire Department. In the event of a conflict between the Nonprofit Miscellaneous and Mutual Corporations Act and statutes governing municipal corporations or City and Fire Protection District Members of EF&R (the "Parties"), the statutes governing municipal corporations and the Parties shall control.

ARTICLE II. DEFINITIONS

All capitalized terms used and not otherwise defined in the Bylaws shall have the meanings set forth in the Interlocal Agreement.

ARTICLE III. OFFICES

The principal office and place of business of EF&R in the state of Washington shall be initially located at 175 Newport Way NW, Issaquah, WA 98027.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.1 General Powers. The business and affairs of EF&R shall be managed by the Board of Directors that is formed under the Interlocal Agreement ("Board"), which shall be deemed a "board of directors" as that term is used in RCW 24.06.125. The Board shall have all powers and authority as authorized by the Interlocal Agreement.

Section 4.2 Composition of Board. The number, qualifications and appointment of the members and alternates of the Board of Directors shall be as provided for the Board of Directors in the Interlocal Agreement. Each Director shall be deemed a "director" as that term is used in RCW 24.06.130. Directors shall not have terms, but each Director shall serve at the pleasure of the Party (Member) which the Director represents.

Section 4.3 Tenure. Unless the Director resigns, each Director shall hold office until replaced by resolution or motion of the legislative body of the appointing Party. Notwithstanding the foregoing, no Director shall continue in that capacity if he or she is no longer an elected official of the Party that appointed him or her.

Section 4.4 Regular Meetings. The Board of Directors shall hold regular meetings at such time and place as may be determined by the Board by motion or resolution, for the

transaction of such business as may come before the meeting. Consistent with the Open Public Meetings Act (Chapter 42.30 RCW), the time and place of Board regular meetings as provided for by Board resolution shall constitute notice of regular meetings.

Section 4.5 Special Meetings. The President of the Board of Directors or a majority of the members of the Board may call a special meeting of the Board in accordance with the requirements and procedures of the Open Public Meetings Act (Chapter 42.30 RCW). In the event of an inconsistency between the Open Public Meetings Act and RCW 24.06.150, the Open Public Meetings Act shall apply.

Section 4.6 Annual Meeting of Members. Each calendar year, the Board of Directors shall designate one regular meeting of the Board as the annual meeting of the Parties, as required by RCW 24.06.100. The Board shall make such designation at least twenty (20) days prior to the annual meeting. The members of the Board or their alternates shall be the representatives of the Parties to the annual meeting, which shall be in accordance with the requirements and procedures of the Open Public Meetings Act. In the event of an inconsistency between the Open Public Meetings Act and RCW 24.06.100 and 24.06.105, the Open Public Meetings Act shall apply.

Section 4.7 Quorum. A majority of Directors (or alternates) shall constitute a quorum for the transaction of any business at any meeting of the Board or the Parties.

Section 4.8 Manner of Acting; Rules of Order. Unless actions of the Board are required by law, the Interlocal Agreement or these Bylaws to be in the form of a resolution, the actions of the Board may be by motion or resolution. Unless otherwise approved by a majority of the Board upon the request of any Director, Robert's Rules of Order Newly Revised shall govern any proceeding of the Board, so far as applicable and when not inconsistent with these Bylaws, the Interlocal Agreement, the Articles of Incorporation or any resolution or approved motion of the Board. The Board shall prepare minutes of its meetings, which shall be distributed regularly to the legislative bodies of the Members.

Section 4.9 Committees and Task Forces. The Board may create such committees and task forces as it deems appropriate. No committee or task force shall have the authority to take any action inconsistent with the Interlocal Agreement, or these Bylaws

Section 4.10 Open Public Meetings. All meetings of the Board shall be open to the public as and to the extent required by the Interlocal Agreement, the Open Public Meetings Act and other applicable law.

Section 4.11 Resignation; Removal. A Director may be removed by the Party who appointed him or her, or a Director may personally resign at any time. Resignation shall be effective upon the Director delivering written notice to the President or, if the President is resigning, to the Vice-President.

Section 4.12 Vacancies. Any vacancy occurring in the Board shall be filled by the appropriate Party.

Section 4.13 Compensation. All Directors and their alternates shall serve without compensation.

ARTICLE V. OFFICERS

Section 5.1 Number and Titles. EF&R shall have a President, Vice-President, Secretary and Treasurer. .

Section 5.2 Appointment and Term of Office. The Officers of EF&R shall be appointed by the Board to serve until December 31 of a calendar year. Each Officer shall hold office until a successor shall have been appointed, except in the event of the termination of an Officer's term in the manner herein provided.

Section 5.3 Resignation. Any officer may resign at any time by delivering written notice to the President, or if the President is resigning, to the Vice-President, or by giving oral notice at any meeting of the Board. Any such resignation shall take effect at the time specified in the notice or, if the time is not specified, upon delivery of the resignation. Unless otherwise specified in the notice, the acceptance of a resignation shall not be necessary to make it effective.

Section 5.4 President. The President shall preside at all meetings of the Board and shall exercise and perform all duties incident to the office of President and such other duties as from time to time may be assigned by resolution or motion of the Board. In the absence of the President, or if there be none, the Vice-President shall preside at all meetings of the Board. .

Section 5.5 Vice-President. The Vice-President shall perform the duties of the President in the absence of the President. When so acting, the Vice-President shall have all the duties of and be subject to all the restrictions upon such officer.

Section 5.6 Secretary. The Vice-President, serving as Secretary, or separately appointed Secretary, shall keep, or cause to be kept, the minutes of the proceedings of the Board, shall give notices in accordance with the provisions of these Bylaws and as required by law, shall be custodian of the corporate records of EF&R, and shall have charge and custody of and be responsible for maintaining or overseeing maintenance of correct and complete nonfinancial books and records of EF&R.

Section 5.7 Treasurer. The Vice-President, serving as Treasurer, or a separately appointed Treasurer, shall be responsible for overseeing maintenance of all financial records of EF&R and for assuring the appropriate handling of all revenues and expenditures. The Treasurer shall oversee the maintenance of complete books and records of account and all funds and securities of EF&R, the transfer of receipts for money due and payable to EF&R from any source whatsoever, and the deposit of all such money in the name of EF&R in the banks, trust companies or other depositories as shall be selected in accordance with law and the Interlocal Agreement. The Treasurer in general shall perform all duties incident to the office of Treasurer. The Treasurer shall also be known as the Chief Financial Officer or CFO and may be referred to

as the Chief Financial Officer or CFO.

Section 5.8 **Delegation.** In the case of absence or inability to act of any officer and of any person authorized to act in his or her place, the Board may, from time to time, delegate the powers or duties of such officer to any other officer or any Director or other person whom it may select. The President, by written notice to the Board, may delegate duties or powers, in addition to those listed, to officers and employees of EF&R as necessary or appropriate to the conduct of the affairs of EF&R.

Section 5.9 **Vacancies.** Vacancies in any office arising from any cause may be filled by the Board at any regular or special meeting of the Board.

Section 5.10 **Indemnification.** EF&R shall indemnify officers and Directors as set forth in the Articles of Incorporation.

ARTICLE VI. STAFF AND CONSULTANTS

The staff of EF&R shall consist of a Fire Chief and such other staff positions established by the Board of Directors. The Fire Chief shall be hired, disciplined and discharged by a majority vote of all members of the Board. The Fire Chief shall report to and be supervised by the Board, and shall carry out all duties as specified by the Interlocal Agreement and as determined by the Board. Only the Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants may be designated in such manner as the Board may determine, subject to the terms of the Interlocal Agreement.

ARTICLE VII. SEAL

EF&R need not have a corporate seal. If the Board adopts a corporate seal, the seal of EF&R shall be circular in form and consist of the name of Eastside Fire & Rescue, the state and year of incorporation, and the words "Corporate Seal".

ARTICLE VIII. BOOKS AND RECORDS

EF&R shall keep correct and complete books and records of account, minutes of the proceedings of the Board and any committees and task forces established by the Board, and such other records as may be necessary or advisable. All books and records shall be subject to disclosure under the Public Records Act (Chapter 42.56 RCW) and other laws regarding inspection and copying of public records.

ARTICLE IX. FISCAL YEAR

The fiscal year of EF&R shall be determined by resolution adopted by the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

ARTICLE X. COPIES OF RESOLUTIONS

Exhibit 3

Any person dealing with EF&R may rely upon a copy of any of the records of the proceedings, resolutions or votes of the Board when such records are certified by the Vice-President or Secretary.

ARTICLE XI. AMENDMENTS TO BYLAWS

These Bylaws may be amended or repealed in the manner as an amendment or repeal of the Interlocal Agreement.

The undersigned, being the Secretary of EF&R, hereby certifies that these Bylaws are the Bylaws of EF&R, adopted by Resolution No. _____ of the Board on _____, 2014.

DATED this ____ day of ____, 2014.

Secretary

Exhibit 3

Pros / Cons – Moving to a Non-Profit Organization
Operations Committee May 22, 2014

	Pros	Cons
1.	Control. Consistent with intent of Interlocal Agreement; eliminates current control by one party on employment decisions. All final decision making goes to the Board.	Difficulty of Transition: Vendor list.
2.	Equal decision making.	With any type of change, there may be <i>potential</i> unintended consequences.
3.	Liability for employment decisions shared equally among partners which is fair and consistent with the Interlocal Agreement.	Additional layer/document to review for governance (this negative issue partially mitigated by having corporate documents refer back to Interlocal Agreement.
4.	Reduction in staff time/workload. Reduces two-step process (e.g., approval by D-10 Board, then EF&R Board) for employment related decisions to one step (approval by EF&R Board only).	One time work load increase for staff to accomplish all transition tasks.
5.	More transparent to public. Most think the “buck” stops with the Board, but it stops with District 10 as Employer of Record.	
6.	Solves identity issue for employees. Potential positive impact on morale. Employees will be employed by Eastside Fire & Rescue, not King County Fire Protection District 10.	
7.	NPO can own assets. Legal compliance.	
8.	Creates stability of Employer of Record in the future. (e.g., If Districts 10, 38 merge or create an RFA, parties will need to find alternate Employer of Record under current model).	

Exhibit 4



Memorandum

DATE: July 3, 2014

TO: City Council
Ben Yazici, City Manager

FROM: Laura Philpot, PE; Assistant City Manager/Public Works Director

RE: Stormwater Program Update

At the City Council Study Session on July 8, 2014 staff will be giving an update on the stormwater program. This update will highlight our current National Pollutant Discharge Elimination System (NPDES) program, and some issues that we face moving forward.

Maintenance Activities

The budget for the vactoring contract was increased two years ago to reflect the new NPDES maintenance requirements. The vactoring work has been busy with year to date expenditures at \$250,000. This increased effort will result in permit compliance with the maintenance requirements of the permit by the end of summer.

The City has seen an increase in the number of stormwater filter units being installed as a part of plat improvements. These filters result in increased water quality, but also increase maintenance costs. The vactoring contract includes the replacement of stormwater filters. The contractor recently completed the replacement of every stormwater filter under City ownership.

The age of our stormwater ponds is increasing, and we are seeing an increased need for pond sediment removal. Sediment builds up over time, and enough time has passed that a number of ponds need to be restored to their original design elevations. City crews will be working on a number of these ponds this summer

Stormwater Mapping Efforts

The City has contracted with Gray and Osborne Engineers to complete a digital map of the existing stormwater infrastructure. This effort will include converting as-built plans into a GIS formatted map. The consultant has completed this conversion for half of the 500 as-builts to date. The contract also includes survey work for those areas where no as-built information is available. It is anticipated that the mapping work will be completed by the end of the year.

Stormwater Education and Outreach Efforts

The City continues to engage in a robust outreach and education program to satisfy our NPDES permit requirements. Articles in the monthly newsletter, complaint generated neighborhood mailings, and school children City Hall tours are just some of the activities. The City partnered with other local jurisdictions on a bus ad program. Don't miss the Public Works booth at the Farmer Market on July 16th, where there will be an opportunity to learn something about stormwater.

NPDES Permit Issues

The City's NPDES program is always evolving due to changes to the requirements contained in the permit. The ruling from the Pollution Control Hearings Board has been issued and it upheld Ecology's permit changes, i.e. new stringent requirements will stay in place. One new requirement particularly concerning to Sammamish is the new wetland protection standard. The concern is the new tight controls on volume releases to wetlands from new development. Public Works has been working with a consultant team to look at the challenges and identify possible solutions to comply with this rule in the Town Center. These new stormwater regulations have to be adopted by the end of 2016. Public Works will work with Community Development on identifying and making the necessary changes to the Sammamish Municipal Code by the deadline.

Draft 2015-2020 Stormwater Capital Improvement Program

A draft stormwater six-year CIP has been prepared for your review. Currently the program reflects moving forward on a stormwater retrofit for the Inglewood neighborhood that includes water quality treatment. The program also reflects the City's Comprehensive Plan goal of completing basin plans for all the major sub-basins in Sammamish. The next sub-basins proposed for planning are Pine Lake Creek and Laughing Jacobs Creek. Both of these basins have extra import due to the presence of Kokanee habitat. An objective of the basin plans would be to conduct a habitat assessment and identify/design necessary habitat improvements.

The draft CIP also reflects how we have historically funded the stormwater improvement components of our transportation improvement program. An uptick in transportation projects may lead to shortfalls in our stormwater fund unless changes are made to this historic approach or the System Development Charges paid by new development are increased.

Please find attached the following documents for your review:

- **Draft 2015-2020 Six Year Stormwater Capital Improvement Program**



DRAFT 2015 - 2020 SIX YEAR STORMWATER CAPITAL IMPROVEMENT PROGRAM

Project List and Total Project Expenditure Summary* (*subject to City Council budget decisions)

All Projects costs and revenue projections are in 2014 dollars

		Total								
CIP	Project Title	Project	2015	2016	2017	2018	2019	2020	Future Years	6 Yrs Total
<div style="display: flex; flex-direction: column; align-items: center; justify-content: center;"> <div style="background-color: #e0e0e0; padding: 5px; margin-bottom: 5px;">Transportation Projects</div> <div style="background-color: #e0ffe0; padding: 5px; margin-bottom: 5px;">CAPITAL PROJECTS</div> <div style="background-color: #ffe0e0; padding: 5px;">PROGRAM</div> </div>	1	Inglewood Neighborhood Drainage Project	3,700,000	250,000	1,600,000	1,600,000				3,450,000
	2	Salmon Passage Projects Zaccuse or Ebright Improvements	2,500,000					100,000	2,400,000	100,000
	3	212th Way Improvements Stormwater Component		100,000	100,000					
	4	Sahalee Way NE - 220th Ave NE to North City Limits Stormwater Component	1,838,800	220,000	320,000	520,000	778,800			1,838,800
	5	Issaquah-Pine Lake Rd - SE 48th to Klahanie Blvd Stormwater Component	480,000			80,000	150,000	250,000		480,000
	6	Issaquah-Pine Lake Rd - Klahanie Blvd to SE 32nd Stormwater Component	1,653,000						1,653,000	0
	7	228th Ave SE - SE 32nd St to Issaquah-Pine Lake Rd Stormwater Component	120,000	20,000	100,000					120,000
	8	SE 4th St - 218th Ave SE to 228th Ave SE Stormwater Component	1,539,600	140,000	140,000	1,259,600				1,539,600
	9	Non-motorized Transportation Projects Sidewalks, Trails, Bikeways, and Paths, etc. Stormwater Component	500,000		100,000	100,000	100,000	100,000	100,000	500,000
	10	West Beaver Lake Drive Culvert Improvement between Hazel Wolfe wetland and Beaver Lake	490,000				100,000	390,000		490,000
	11	Major Stormwater Repairs	750,000	125,000	125,000	125,000	125,000	125,000	125,000	750,000
	12	Sidewalk Program	150,000	25,000	25,000	25,000	25,000	25,000	25,000	150,000
	13	Beaver Management	90,000	15,000	15,000	15,000	15,000	15,000	15,000	90,000
	14	Basin Planning Pine Lake Creek Basin	300,000	150,000	150,000					300,000
	15	Basin Planning Laughing Jacobs Creek Basin	350,000					150,000	200,000	350,000
6-Yr Total Project Expenditures - Stormwater		14,461,400	1,045,000	2,675,000	3,724,600	1,293,800	1,055,000	565,000	4,053,000	10,158,400

