

**CITY OF ISSAQUAH
City Council Special Meeting**

5:30 PM
June 5, 2018

Senior Center
75 NE Creek Way

MINUTES

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers:
Mariah Bettise
Stacy Goodman
Victoria Hunt
Tola Marts
Bill Ramos
Chris Reh
Paul Winterstein

Administration/Staff:
Mary Lou Pauly, Mayor
Emily Moon, Interim City Administrator
Christine Eggers, City Clerk

Including other members of the Senior Leadership Team, invited guests and public

PURPOSE

The purpose of this special meeting was to allow City Council members the ability to attend and participate in a planning charrette as described below. No final council action occurred at this meeting.

OUR ISSAQUAH STRATEGIC PLAN: PLANNING CHARRETTE AGENDA

- a) **Welcome @ 5:30 PM**
Introductions & Opening Remarks
- b) **Who We Are**
Progress Review
 - Process to Date
 - Community, City and Consultant-led Focus Groups
 - Online Community Survey
 - ECONorthwest Date & City Document Review
 Proposed Elements
 - Vision, Mission and Guiding Principles
- c) **Our Issaquah: Strategic Priorities**
Presentation & Feedback
- d) **Strategic Priorities Small Groups #1**
Small Group Exercise: Own, Influence, Monitor
- e) **Group Report Outs**
- f) **Strategic Priorities Small Groups #2**
Small Group Exercise: Own, Influence, Monitor
- g) **Group Report Outs**
Provided directly to consultants/staff by various facilitators/scribes for inclusion
- h) **Next Steps**
Including Council's next touch point at the June 25 Work Session
- i) **Adjournment @ 8:30 PM**



Interlocal Agreement with Dept. of Natural Resources for Maintenance and Use of High Point Trailhead	Proposed Council Action: Authorize
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DEPARTMENT OF	Parks & Recreation, Jeff Watling
COUNCIL LIAISON	Councilmember Reh
OTHER COUNCIL MEETINGS	June 4, 2018
COMP PLAN POLICY NOS.	n/a
OTHER POLICIES	n/a
EXHIBITS	A. Interlocal Agreement

SUMMARY STATEMENT

This agenda bill seeks City Council approval to authorize Administration to enter into an Interlocal Agreement with Washington State Department of Natural Resources (DNR) for the shared use and management of the High Point Way Trailhead. This trailhead serves as the point of access for several trails within the Tiger Mountain State Forest that are managed and operated by DNR. The trailhead contains parking and restroom facilities for use by trail users.

Since 1993, the City and DNR have shared responsibility for the trailhead under a Use Permit granted by the City to DNR. The Use Permit expired in February 2018 and was extended through June 30, 2018. The City and DNR have discussed continuing their cooperative relationship through an interlocal agreement that establishes the joint and separate responsibilities of the City and DNR. Both entities have now reached agreement regarding the sharing of maintenance, management, and operation of the trailhead and desire to set forth their responsibilities in this Interlocal Agreement (Exhibit A).

Within this ILA, DNR will be responsible for procuring, managing and overseeing maintenance and custodial services for the maintenance and upkeep of the trailhead according to the Scope of Work within the ILA. The City will be responsible for an annual payment to DNR of \$3,500 for a portion of costs incurred by DNR for these services.

The ILA clarifies the City's desire and intent to encourage the use of the trailhead and surrounding property for all public uses, which could include new recreation classes, activities and special events through partnerships, agreements, contracts and rentals, including the picnic shelter and trails. Also, the City plans to work with partners other than DNR regarding the use of the trailhead, and may include partnerships that enhance and add to the recreational and educational opportunities.

This ILA will provide a coordinated review and updating of all signage at the trailhead, creating opportunity to communicate the existing connections to Issaquah Valley and other parts of Tiger Mountain.

Additionally, the City and DNR will work cooperatively on long-term planning for uses, capital planning, and partnerships. This includes lands that are managed by third parties, including but not limited to, King County and the Washington State Department of Transportation, in a joint-effort to re-imagine the public spaces that are accessible from High Point Trailhead.

Should City Council not wish to authorize Administration to enter into this ILA with DNR, the Parks and Recreation Department will assume full maintenance and operations responsibility for trailhead site.

Financial Information:

This agreement will require an annual payment from the City to DNR of \$3,500 from the General Fund - Parks & Recreation Operating Budget. The Department has adequate funds to cover this cost in 2018. No additional funds are requested.

Administration's Recommendation:

Administration recommends authorizing the Mayor to enter into and execute the Interlocal Agreement with the State Dept. of Natural Resources for Maintenance and Use of High Point Trailhead.

Update:

On June 12, 2018 the Council Services & Safety Committee met and reviewed AB 7600. After staff presentation, the Committee engaged in discussion, and identified that there would not be any outward facing changes to the public by entering into this agreement. The agreement clarifies roles and responsibilities between the agencies building upon a history of joint management. In keeping with other City park shelter rental practices, picnic shelters are available for drop in use on a first come first serve basis. Exclusive use would require rental; generating revenue for the City to fund the \$3,500 annual operating cost. Once this Interlocal Agreement is executed, it will be effective July 1, 2018. No public comment was received. Upon consideration, the Committee unanimously recommended entering into this Interlocal Agreement, and requested placement of this item on the Consent Calendar of the June 18, 2018 Council meeting.

Alternative(s):

Do not enter into the interlocal agreement. [Impact: The City will assume full maintenance and operations responsibility for trailhead site.]

RECOMMENDATION

Council Services & Safety Committee / Chris Reh, Chair:

MOVE TO:

~~Refer AB 7600 to the June 12, 2018 Council Services & Safety Committee for review and recommendation, returning to the full Council on June 18, 2018.~~

MOVE TO: Authorize the Mayor to enter into and execute the Interlocal Agreement with the State Dept. of Natural Resources for Maintenance and Use of High Point Trailhead.

INTERLOCAL AGREEMENT FOR MAINTENANCE AND USE OF HIGH POINT WAY TRAILHEAD

THIS INTERLOCAL AGREEMENT is entered into by the City of Issaquah, a Washington municipal corporation, hereinafter referred to as “the City” and the Washington State Department of Natural Resources, an administrative agency of the State of Washington, hereinafter referred to as “DNR” under the authority provided by the Interlocal Cooperation Act, Chapter 39.34 RCW.

RECITALS

A. The City is the owner of certain land commonly known as the High Point Way Trailhead, located at 26415 SE 79th Street, Issaquah, Washington, and legally described as follows:

The North 550 feet of the East 620 feet of the NE ¼ of the NE ¼ of the NE ¼ of Section 35, Township 24 North, Range 6 East W.M, in King County, Washington.

B. The High Point Way Trailhead serves as the point of access for several trails within the Tiger Mountain State Forest managed and operated by DNR. The Trailhead contains parking and restroom facilities for use by trail users.

C. Since 1993, the City and DNR have shared responsibility for the Trailhead under a Use Permit granted by the City to DNR. The Use Permit expired in February 2018 and the City and DNR have discussed continuing their cooperative relationship through an interlocal agreement that establishes the joint and separate responsibilities of the City and DNR.

D. The City and DNR have reached agreement regarding the sharing of maintenance, management, and operation of the Trailhead and desire to set forth their responsibilities in this Interlocal Agreement.

INTERLOCAL AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits derived by the City and DNR and subject to the terms and conditions set forth below, the City and DNR agree as follows:

1. Purpose of Interlocal Agreement. The purpose of this Interlocal Agreement is to continue the cooperative relationship between the City and DNR regarding the High Point Way Trailhead and to provide for the shared maintenance, management, and operation of the same.

2. DNR Responsibilities. DNR will be responsible for procuring, managing and overseeing maintenance and custodial services contracts for the maintenance and upkeep of the Trailhead according to the Scope of Work attached to this Interlocal Agreement as Attachment A, including pumping out the vault toilet facility as needed. The City hereby grants DNR and its contractors the non-exclusive right to access the High Point Way Trailhead for the purpose of performing such maintenance and custodial services. DNR shall at all times keep or cause all improvements on the Trailhead to be kept in as good a condition as originally constructed, ordinary wear and tear excepted. The Trailhead shall at all times be maintained at a standard

acceptable to the City and any other government agency having legal right to inspect the premises and improvements thereon.

3. City Responsibilities. The City will be responsible for:

A. Reimbursing DNR annually in the amount of \$3,500 for 50% of the direct, out-of-pocket costs incurred by DNR for contract services described in Section 2 above;

B. Managing and issuing permits on City property for all public uses of the Trailhead, including leases, service provider agreements, vendor agreements, event contracts, and rentals of portions of the facility, including the picnic shelter, trails, and parking;

C. Coordinating with DNR on all events involving the Trailhead that will make use of the trails on DNR land. All events and event participants shall be required to fulfill DNR requirements for use of the trails on the DNR land.

D. Collecting fees for all uses of the Trailhead, including but not limited to, picnic shelter rental fees and parking fees. Fees shall be set at the City's sole discretion and the City will adopt, update, revise, and administer such fees as are deemed appropriate by the City.

E. Working with partners other than DNR regarding the use of the Trailhead, which may include but are not limited to:

- i. Marketing agreements;
- ii. Donor recognition;
- iii. Vendor and concession agreements;
- iv. Agreements with service providers;
- v. Agreements for maintenance of portions of the Trailhead not maintained by DNR; and
- vi. Other partners deemed appropriate by the City;

F. Making improvements to the Trailhead as deemed necessary and appropriate by the City, in its discretion. These may include, but are not limited to planting, clearing, and adding or removing amenities and/or elements at the site; and

G. Maintaining the access road to the Trailhead and clearing and mowing along the access road.

4. Joint Responsibilities. Jointly, the City and DNR will be responsible for:

A. Coordinating the review and updating of all signage at the Trailhead. Upon approval of updated signage standards, DNR and the City shall each be responsible for updating the signage they own at the Trailhead.

B. Working cooperatively on long-term planning for uses, capital planning, and partnerships. This includes lands that are managed by third parties, including but not limited to, King County and the Washington State Department of Transportation.

5. **Term.** This Interlocal Agreement shall take effect on July 1, 2018. The term of this Interlocal Agreement shall be for a period of ten (10) years, unless sooner terminated, or unless extended by agreement of the parties.

6. **Financial Terms.**

A. The City and DNR shall each be responsible for one-half of the direct, out-of-pocket costs incurred by DNR for maintenance and custodial services as set forth in the Scope of Work attached to this Interlocal Agreement as Attachment A. DNR shall invoice the City annually for the City's share of the preceding year's costs. The City will reimburse DNR within forty-five days after receipt of invoice.

B. Unless otherwise agreed, the cost of any improvements made to the Trailhead by DNR or the City shall be the sole responsibility of the party making the improvements.

C. Except as otherwise provided herein, each party shall be responsible for its own costs of performing its obligations under this Interlocal Agreement, including staff and administrative costs.

7. **No Joint Property.** The City and DNR do not intend to acquire any jointly owned real or personal property under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be construed as a conveyance by the City of any interest in the High Point Way Trailhead to DNR. Nothing in this Interlocal Agreement shall be construed as a conveyance by DNR of any interest in the Tiger Mountain State Forest or any trails located therein to the City. All improvements made to the High Point Way Trailhead shall belong to the City and all improvements made to DNR property shall belong to DNR.

8. **Indemnity.**

A. DNR agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees, from and against any and all claims, actions, damages, liability, cost, and expense, including reasonable attorney's fees in connection with or occasioned, in whole or in part by any act or omission of DNR, its officers, agents, employees, customer, or licensees, or arising from or out of DNR's failure to comply with any provision of this Interlocal Agreement, or DNR's use of the High Point Way Trailhead property described herein, provided that

i. DNR's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of the City, its officers, agents or employees; and