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WASHINGTON STATE SUPERIOR COURT
KING COUNTY

The Seattle Area Soaring Society, a non-profit Washington corporation, (SASS); Doug Brusig; James and Sandra Pugh; Frederick D. McKenney; Adam R. Weston; Charles & Monica Quenneville; Albertus de Wet; Rolf D. Freeman; David Brombaugh; Steven and Lorene Allmaras; Carl Hamilton; Tony Paszek; Glenn Thureson; Seth Arlow, MD; Scott Boggs; William H. Kuhlman; Joseph James; David Jensen; Talbot G. Hinze; Sanders K. Chai; Julie Jackson.

Plaintiffs,

vs.

King County,

Defendant

No.

COMPLAINT

Comes now the Plaintiff's, by and through their undersigned attorneys, and for cause of action against the above named defendant alleges as follows:

I. Jurisdiction and Venue

1.1 The claims asserted in this action pertain to stewardship of "Forward Thrust" parks in King County, Washington, including without limitation, the park known as 60 Acres in the north portion of King County. Plaintiffs complain of the defendants unwillingness and failure to honor the Forward

1 Bond Covenants, and their failure and unwillingness to provide proper stewardship of scarce
2 recreational resources.

3 1.2 All Plaintiffs and all defendants reside and are to be found in King County, Washington.

4 1.3 This court has jurisdiction over all matters raised herein, and venue is properly in this
5 court.

6
7 **II. Parties**

8 2.1 Plaintiff Seattle Area Soaring Society (SASS) is a non-profit association of citizens
9 formed to fly remote control sailplanes. SASS has called 60 Acres South its home since 1973.

10 2.2 Plaintiff Doug Brusig resides at 4119 Woodlawn Ave N, Seattle WA. 98103. Mr. Brusig
11 drives 17 miles each way to fly his remote control (RC) sailplanes at 60 Acres South. Loss of this park
12 will result in the end of his sailplane career. There are no other places to fly this type of remote control
13 sailplane in King County. Mr. Brusig travels to the park several times per week.

14 2.3 Plaintiffs James and Sandra Pugh reside at 1110 SW 333rd St, Federal Way, WA 98023.
15 The Pughs travel 37 miles each way to fly their RC sailplanes at 60 Acres South. They travel that far
16 because there is no other place in King County with space enough that offers a place to fly RC Gliders.
17 The Pughs travel to the park several times per month and more in the summer months.

18 2.4 Plaintiff Frederick D. McKenney resides at 13714 37th Ave NE, Seattle WA 98125. Mr.
19 McKenney travels about 12 miles to use the park for kite flying, RC soaring, and Frisbee. Mr.
20 McKenney travels this distance because there is no other place to fly RC sailplanes in King County.

21 2.5 Plaintiff Adam R. Weston resides at 8823 15th Ave SW Seattle, WA 98106. Mr. Weston
22 drives 45 minutes each way to fly his RC sailplanes at 60 Acres South. Mr. Weston travels to the park
23 several times per week because of the unique terrain and microclimate that is necessary for the flying
24 of RC sailplanes.

25 2.6 Plaintiffs Charles & Monica Quenneville reside at 10719 151st CT NE, Redmond, WA
26 98052. The Quennevilles live within walking distance of the park. The Quennevilles use the park nearly
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1 every day because of the peaceful and beautiful setting. They use the park as a place to relax, walk
2 and watch individuals fly rockets and RC Sailplanes. The Quennvilles use the park nearly every day.

3 2.7 Plaintiff Albertus de Wet lives at 19104 255th AVE, SE, Maple Valley, WA 98038. Mr.
4 de Wet drives 29 miles each way because of the unique climate for flying RC gliders in King County.
5 There are no other places to fly this type of model aircraft. Mr. de Wet uses the field several times per
6 month.
7

8 2.8 Plaintiff Rolf D Freeman resides at 830 Kirkland Way #202, Kirkland, WA 98033. Mr
9 Freeman drives 5 miles each way to fly RC sailplanes because it is the only RC soaring facility
10 available in King County. Mr. Freeman uses the park several times per week.

11 2.9 Plaintiff David Brombaugh resides at 2211 180TH PL NE, Redmond, WA 98052. Mr.
12 Brombaugh uses the park to Fly R/C models, both sailplanes and electrics. He also uses the park to
13 play with his children in the open field, for kite flying, and to take his dog to an open field park. He
14 drives about 8 miles one way. (It's a big open field where he can play ball, or with little wood airplanes,
15 or just run around with the kids and with my dog. Also, it is the only place in the area that he knows of
16 that is open to R/C sailplane flying, a hobby he dearly enjoy. 60 Acres South is the only place in King
17 County where these kinds of activities are welcome.)
18

19 2.10 Steven and Lorene Allmara live at 13529 S.E. 57th St. Bellevue WA 98006. Steve and
20 Lorene drive 13 miles one way to use the park and fly R/C sailplanes because it is the only soaring park
21 in King County
22

23 2.11 Plaintiff Carl Hamilton resides at 12933 193rd Court NE, Woodinville, WA 98077 Mr.
24 Hamilton flies rockets at 60 Acres park whenever he has the time. Mr. Hamilton is a home owner and
25 currently lives about 5 miles from the park. 60 acres south is the only legal place to fly model rockets in
26 King County.
27

28 2.12 Plaintiff Tony Paszek resides at 10670 14th Ave. SW, Seattle, WA. 98146. Mr Paszek
29 uses 60 Acres for flying my model Sailplanes, Both large and small. He flies here because there are
NO OTHER places in King County to do this!

1 2.13 Plaintiff Glenn Thureson resides at 17534 SE 135th Street, Renton, WA 98059. Mr.
2 Thureson drives all the way to 60 Acres because it is the only place he can safely fly my sailplanes. He
3 is also dependent on the assistance of the others who gather there.

4 2.14 Plaintiff Seth Arlow, MD, resides at 8297 Overlake Dr W, Medina, WA 98039. Dr. Arlow
5 flies at 60 Acres South several time per week. Because there are no other flying sites anywhere in
6 King County, this is the only place he flies his sailplanes.

7 2.15 Plaintiff Scott Boggs resides at 17414 NE 126th PL SE, Redmond, WA 98052. He flies
8 model sailplanes here several time per month. He does not know of any other place to fly in King
9 County.

10 2.16 Plaintiff William H. Kuhlman resides at P.O. Box 975, Olalla, WA 98359. He is not a
11 resident of king county, but he does frequent 60 Acres South and supports both King County and the
12 City of Redmond by paying taxes on items I purchase on my way to and from the field - food, gas,
13 hobby supplies, etc. Mr. Kuhlman utilizes 60 Acres South for flying his radio controlled sailplanes,
14 despite having to drive nearly 75 miles one way from my home to get there. Between May and the end
15 of September, he is at 60 Acres South at least once per week, often twice each week, for this purpose.
16 60 Acres South is the only facility within King, Pierce, Thurston, and Kitsap Counties where he can enjoy
17 his hobby with others, so it's very important to him that this Regional Park continues to be available for
18 passive use, as defined in the original Forward Thrust documents.

19 2.17 Plaintiff Joseph James resides at 6105 Greenwood Ave N. Seattle, WA 98103. He has
20 have been flying at 60 Acres South since he was about 5 years old. He will be 40 next month. His
21 children are the 3rd generation in my family to fly sailplanes at 60 Acres South. This flying site is
22 important to me not only for its legacy but because there is no alternative flying site provided to the
23 taxpaying public in all of King County that is suitable for sailplane operations.

24 2.18 Plaintiff David Jensen resides at 3824 165th Pl SE, Bellevue WA 98008. Mr Jensen has
25 been involved in flying RC aircraft since 1988 and in 2004 moved to flying gliders at 60 Acres South.
26 He feels this type of RC flying is more environmentally friendly and just as much of a challenge as any
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28
29

1 other form of RC flight. He has invested a considerable amount of money and time to gear up so he
2 can enjoy this silent style of flying. 60 Acres South as a passive use field, is the only facility of its type
3 in the area. Its loss is something he feels will be tragic to the community as well as being completely
4 against the nature of the investment (Forward Thrust) the voters approved so many years ago.

5
6 2.19 Plaintiff Talbot G. Hinze resides at 4703 224th Place SW, Mountlake Terrace, WA
7 98043. Sixty Acres South is extremely important to Mr. Hinze. After 41 years in the marine industry
8 with the last 26 years applying hydraulics to mostly American fishing vessels Mr. Hinze retired in 1991
9 with specific plans to focus his attention on the model air plane activity that he had to abandon many
10 years ago when he entered college. For the past 14 years he has been a member of the SASS soaring
11 club and concentrating on just relaxing and engaging the enjoyment and satisfaction of transforming a
12 bundle of balsa wood sticks and sheets into a model that he could fly on command. Sixty Acres South
13 is the only place that is convenient to him; that he can afford to use and provides the near perfect
14 features and atmospheric conditions for the current six thermal powered gliders he flies (and represent
15 a considerable investment in both time and money). As he near the "four score" years, his mobility is
16 declining and he can no longer take the rigors of traveling, hiking or any other highly mobile pursuit but
17 thermal glider flight is a low physical stress activity and is easily managed even by a person bound to a
18 wheel chair. The loss of 60 Acres South as a full time glider field would deal me a terrible blow as he
19 has no other interest to make life pleasurable.
20

21
22 2.20 Plaintiff Sherman E. Lillie resides at 1220 Carlson Road, Snohomish Wa 98290. Mr. Lillie
23 currently flies sailplanes at 60 Acres South and would like to continue to be able to do so.

24
25 2.21 Plaintiff Sanders K. Chai, MD, MPH, FAAP, resides at 6737 6th Ave NW, Seattle, WA
26 98117. 60-acres is the ONLY site he know of within reasonable driving distance of his home in Ballard
27 that can accommodate his needs as a glider hobbyist. Mr. Chai uses 60 Acres South several times a
28 week.

29
30 2.22 Plaintiff Julie Jackson resides at 16811 NE 91st St., Redmond, WA 98052. Ms. Jackson
31 uses the park 2-3 times/week to exercise her dogs. She meets with many of her friends there sharing

1 in this activity. She also uses the park for tracking practice. Recently the park was utilized for an all
2 day dog show event.

3 2.23 Defendant King County was and is in control of properties purchased with forward thrust
4 funds and IAC funds.

6 III. No Attorney General Action

7 3.1 On June 14, 2006, counsel for plaintiff's wrote to Rob McKenna, Washington State
8 Attorney General, requesting his office to take action to enjoin King County from taking any action in
9 violation of state law, King County code and the Forward Thrust Bond Resolutions.

10 3.2 The Attorney General has declined to take action in this matter. The responsive letter
11 states in part; "I understand that your request to this office has been made in part to establish taxpayer
12 standing. This letter is not intended to comment on whether requirements for taxpayer standing would
13 be met in this case; nor is it intended to comment on the ultimate merit of any litigation that you may
14 choose to commence."
15

16 IV. Allegations Common to all Claims

17 4.1 On or about February 27, 1967, the King County Board of County Commissioners
18 adopted Resolution No. 33165 entitled "Ten Year Program for Open Space Acquisition."
19

20 4.2 This Resolution states in part:

21 Open Space Needs in Terms of a County Wide System

22 A complete system of open space for the county includes a number of elements
23 which fit into the following described concept:

24 An open-space system should include park and recreation areas distributed
25 throughout the county on the basis of population, located and designed to serve the
26 more immediate day-to-day recreation needs of the people. **Large areas of open
27 space are required to provide opportunities for major types of recreation areas,
28 such as regional parks and golf courses....**

29 **There is also a need for community playfields, but studies show that the
County's school districts are providing adequate space for this function in
conjunction with their acquisition of sites for secondary schools, so the problem is
one of operation and development of these sites rather than the acquisition which is the
primary concern of the program outlined herein.**

1 Elementary school playgrounds in the County provide sufficient space for
2 neighborhood playground needs, whereas neighborhood parks are considered a
3 secondary responsibility of the County with development of the latter encouraged
4 through such means as homeowner's associations and local improvement districts.

5 Following is a summary of the totals need for additional open space....with a brief
6 description....

7 Regional Parks

8 Definition

9 Large areas selected and developed primarily **to provide outdoor recreation**
10 **opportunities not feasible in the urbanized areas.**

11 Need

12 The projected need by 1975 for the County as a whole is 6632 acres. It is
13 estimated that there are 1282 acres of existing public land in Western King County which
14 serve a regional park function, so the net requirement for additional regional park is 5350
15 acres.

16 Recommendations

17 Regional parks should be a minimum of 200 acres in size and distributed so that
18 each major portion of the County is served. The proposal is to acquire Fort Lawton as a
19 joint city-county park will provide a park of regional size and significance within the City
20 of Seattle.... The County is also currently negotiating for a 131 acre addition to the Tolt
21 Park in the Snoqualmie Valley. It is recommended that from 400 to 1000 acres be
22 acquired in the other major river valleys of the County, namely, **the Sammamish**, the
23 Cedar and the Snoqualmie valleys.

24 4.3 King County Resolution No. 34571, promulgated December 18, 1967 proposed a ballot
25 measure to approve of the issuance of King County general obligation bonds in an amount not to
26 exceed \$188 million to pay for the acquisition of public park and recreation in King County. This bond
27 issue became known as the "Forward Thrust Bond Issue."

28 4.4 The Forward Thrust Bond Issue was approved by the voters on February 13, 1968.

29 4.5 The Forward Thrust bonds were issued in nine installments between 1968 and 1979,
each authorized by resolution or ordinance. The sales were timed to provide projected cash flow needs
between within the County Park and Acquisition Fund (Fund No. 337), into which all forward thrust
bond proceeds were deposited and from which all forward thrust projects were paid.

1 4.6 The Forward Thrust bond proceeds were deposited into the designated fund in part
2 because those monies were raised for a designated purpose, and it was understood those monies
3 could not be diverted to any purpose other than the legitimate, approved purpose of Forward Thrust.

4 4.7 60 acres (North and South) was purchased under King County Resolution 34571 and
5 grant money from the Interagency Committee for Outdoor Recreation. This resolution places strict
6 restrictions on the property. It states in part;
7

8 Public park acquired from the proceeds of the bonds authorized to this
9 resolution shall not be transferred or conveyed except by agreement providing that such
10 lands shall continue to be used for the purpose contemplated by this resolution, or be
11 converted to a different use unless other equivalent lands and facilities within the County
12 or City shall be received in exchange therefore.”

13 4.8 Resolution 34571 clearly identifies the “Sammamish Valley” Regional Park as one of the
14 areas for acquisition.

15 4.9 On October 6th, 1971, King County transferred the “Right to Use Land for Public
16 Recreation Purposes” to the Interagency Committee for Outdoor Recreation (IAC) for \$10.00. The
17 language contained above is included on the face of the Deed of Right. It was recorded under King
18 County Recorder number 7204060480. The Deed of Right states a specific set of rules is in the event
19 of conversion of the property. They are:

20 [O]nly upon conditions which will assure that other outdoor recreation land of at
21 least equal fair market value at the time of change of use and of as nearly as feasible
22 equivalent usefulness and location for the public recreation purpose for which state
23 assistance was originally granted will be substituted in the manner provided in RCW
24 43.99.100 for marine recreation land, whether or not the real property covered by this
25 deed is marine recreation land.

26 4.10 RCW 36.68.010 provides that a county may lease or sell any park property, building, or
27 facility “surplus to its needs, or no longer suitable for park purposes.”

28 4.11 The Seattle Area Soaring Society and its members have been flying remote control
29 sailplanes on 60 Acres South since 1970. Its members found something that they never found
anywhere else. Rising air that keeps the gliders and sailplanes aloft formed by three distinct micro
climates. On most days, a sailplane can keep a sailplane aloft for several hours at a time.

1 4.12 This Micro climate was explained to the Natural Resources and Parks and the King
2 county Council in several letters from members of SASS and individuals that fly these sailplanes at 60
3 Acres south.

4 Sailplanes can be kept aloft for hours at a time on rising air, lots and lots of rising
5 air. Air rises through 1) thermals, 2) the formation of a wave or 3) encountering a slope
6 resulting in "slope lift. Air rises through all three of these formations. Strong enough to
7 keep a sailplane aloft for hours. The stronger the rising air, the higher the "lapse" rate.
8 Rising air with a high lapse rate is common at 60 acres south. A study of the local
9 topography and its relationship to the prevailing wind direction provides the answer. It
10 also indicates that this kind of relationship between the land and the air does not occur
11 anywhere else in King County.

12 Thermal Lift

13 If you were to look out over the Mississippi river on a calm day, it would look still,
14 not moving at all. Then suddenly, a log floats by. Suspended in the current of the river.
15 Although it does not look like it, the water is moving.

16 Imagine that a thermal is that log. The thermal is suspended in a current of
17 constantly moving air. Thermals move constantly, suspended in the current of the
18 prevailing wind.

19 Thermals are born in many ways but the most common is based upon difference
20 between the night and day time temperatures. During the night, the ground cools. As
21 the sun rises, the air is warmed much quicker than the ground. Some areas of the
22 ground (asphalt parking lots, recently plowed fields, green growing fields etc) warm
23 faster than other areas of the ground. As the ground warms, a thermal is born and
24 begins to move in the current of the prevailing wind.

25 At this point, the thermal is weak and fragile. If it is disrupted, it breaks free of
26 the ground and dissipate.

27 Most ridge lines in the Pacific NW run east and west. Unfortunately, the
28 prevailing wind direction runs north and south. Thermals do not survive over the
29 constant ridges they must cross and are disrupted as quickly as they are born.

 60 Acres is unique. Both the prevailing wind and ridge lines on both sides of the
valley run north and south. A newborn thermal can travel for miles in the flat lands of the
valley before it encounters a ridge and dissipates. And right in the middle of this valley is
the best thermal flying site in King County.

Slope Lift

 In addition, just to the east of 60 Acres is a gentle slope with a ridge running
north and south. During those times when the wind comes from the north west or south
west, rising air is created as it passes up and over the hillside. This "slope lift" is also
enough to keep an aircraft aloft as long as the wind blows.

Wave Lift

1
2 In addition to rising air from slope and thermal lift, 60 Acres South also has rising air in
3 the form of a "wave". Waves of rising air can be created from several different land
4 formations in conjunction with moving air. At 60 Acres, a wave forms to the west side of
5 the 60 Acres South. As wind comes from the NW or SW, it must come over the hill side
6 on the west side of the valley. As it crosses over the hill, it forms an eddy, similar to
7 what happens down stream of a rock in a river. As the water eddies around the rock
8 something looking like a whirlpool forms downstream of the rock. At 60 Acres, the wind
9 eddies over the hill on the west side of the valley. It strikes the ground and bounces
10 back up. A wave is formed to the west of 60 Acres South. As long as the wind blows
11 from these directions, the wave remains. As long as the wave remains, the sailplanes
12 can remain aloft in the wave.

13
14
15 60 Acres South is unique. To find a site that generates lift using several different
16 methods (thermal, slope and wave) is unheard of. This is a VERY unique sailplane
17 flying site.

18
19 To give you an example of how unique this situation is, all you have to do is look
20 on the other side of the slough. SASS has flown there several times and even used the
21 site for a two day contest. The wind that day was from the north west. The conditions
22 stunk. The downward side of the eddy slams down on this half of the valley. Crushing
23 any thermals. The slope was too far to get to and maintain visibility. SASS and its
24 members flew for and entire weekend. No one found a single thermal.

25
26 Those that did not compete, flew at 60 acres south. They said the lift was
27 Booming all day. (Booming is slang for REALLY BIG LIFT). Simply moving what might
28 seem like a short distance to many resulted in a significant change in lift. The proper
29 microclimate is critical to a good flying site for sailplanes.

30
31 The issue here, is that the air above the ground is more important than the
32 ground. However, with out the correct type of ground formations, relative to prevailing
33 wind directions and lack of thermal disrupters, the air above the ground is not conducive
34 to the flying of sailplanes.

35
36 4.13 Sixty Acres can be found in the tax records by parcel number 942850-0080 or 352605-
37 9074 for the 18-acre parcel. The owner is currently King County for both parcels.

38
39 4.14 Forward Thrust Inc, was formally dissolved in 1973. When the committee completed its
40 work in 1973 a public report was made by its Chairman (James R. Ellis) which contained the following:

41
42 The Forward Thrust bond issues are contracts with the voters. The authorizing
43 ordinances should be followed in spirit and letter. They permit flexibility to meet changed
44 conditions so long as appropriate procedures are followed, but the do not permit
45 changes to be made at the discretion of officials who may simply choose to set different
46 priorities.

47
48 ...These voter-contracts should be respected not simply because of legal
49 constraints but because people have to believe in the credibility of public promises if our
50 system is going to work. If these promises are broken, how can voters be asked again
51 to vote extra taxes to accomplish any purpose?

1 4.15 In 1975 it was discovered that Forward Thrust funds were not being spent properly. To
2 resolve this issue, a clarification was drafted by King County in an effort to resolve outstanding issues.

3 The clarification states:

4 A Clarification of Procedures and Actions in Regard to
5 Forward Thrust Resolution 34571
6

7 Overriding Objective

8 Carry out all projects in accordance with the original Forward Thrust
9 Stated intent to extent feasible. This intent defines the development of a
10 broad park and recreation plan consisting of specified categories and
11 types, defined and described as follows:

12 Regional Parks

13 Large areas, several hundred acres or more in size, **selected and**
14 **developed primarily to provide outdoor recreation opportunities not**
15 **feasible in urbanized areas.** Frequently contain special features or
16 unique qualities that are attractive to the regional population.

17 4.16 A schematic master plan was prepared in 1975. No master plan was completed and no
18 master plan has ever been completed or updated that includes 60 Acres South or North.

19 4.17 On January 24, 1978 an Environmental assessment/checklist was prepared by the King
20 County Parks division. The proposal is for the Sammamish River Trail. The proposal describes the
21 anticipated activities as:

22 The site also encompasses a number of larger parcels contiguous to the basic
23 trail corridor.... These areas, although not slated for immediate further development, are
24 envisioned as ultimately accommodating formal trail access points with support facilities
25 such as parking areas and/or restroom facilities, **informal sports activity**, equestrian
26 activities, picnicking, boat docking and landing areas, fishing areas and wildlife
27 preserves.

28 4.18 **The LWYSA does not provide informal sport activities.**

29 4.19 Currently, the 60 Acres South property falls under the City of Redmond Comprehensive
Plan and is zoned Urban Recreation (UR) as are the properties to the south and west. The property to
the east is also within the city of Redmond and is zoned R1 (Large residential lot, one DU per acre).

1 4.20 The other half of 60 Acres to the north (north of 116th) falls under the King County
2 Comprehensive Plan and is currently zoned A-10 Agricultural (one DU per 10 acres).

3 4.21 On May 15, 1984, King County leased 60 Acres North to the Lake Washington Youth
4 Soccer Association for 10 years. An audit of King County Books indicated that King County never
5 received any monies under this lease. That lease states in part:
6

7 LWYSA shall permit the public, groups, and organizations to use the premises
8 when, in the sole judgment of LWYSA, such use would be compatible with the use and
9 preservation of the premises as a soccer facility and would not conflict with the use of
10 the premises by LWYSA or with LWYSA's maintenance, improvement, or development
11 of the premises. LWYSA shall have the sole responsibility for and right to schedule such
12 use....

13 4.22 Since 1985, signs have been posted on all sides of 60 Acres North:

14 **“CLOSED TO ALL USE”**

15 King County knew or should have know about this violation of the lease and did nothing
16 about it.

17 4.23 In January 1986, LWYSA inquired into converting 60 Acres West into additional soccer
18 fields. Joe Nagel, Parks Division Manager responded:

19 We also recognize it is difficult to completely satisfy the needs and desires of any
20 one recreational interest, However, we believe the need for soccer fields on the east
21 side has been met at least as well, if not better than, other recreational needs.... **It is
22 our understanding the LWYSA is not currently experiencing a shortage of fields,
23 but would like to consolidate fields at one location for convenience and in order to
24 better host state and regional competitions.... In addition, while athletic fields can
25 be built on practically any flat, well drained soil,** the opportunities to acquire trail
26 right-of-way along a river are almost non-existent.

27 4.24 From 1970 to 1985, the Seattle Area Soaring Society mowed just enough grass on 60
28 Acres South to launch and land sailplanes. From 1985 to 1993, The Seattle Area Soaring Society
29 (SASS) mowed the entire grass at 60 Acres South approximately every two weeks during the growing
season at a cost of approximately \$600 per cutting. Throughout this time, SASS never restricted use of
the field to others.

4.25 In a memo from Linda Dougherty, Chief Recreation and Facility Use Management
Section to Shirley Heen dated February 24, 1988 she states:

1 As you are aware, we have been allowing the public to fly non-motorized model
2 gliders on the undeveloped portion of Sixty Acres park near Redmond. There are two
3 aspects of use, (1) organized club events and (2) drop in use by individual members of
4 the public.

5 **Back in the late 1970's, individuals began using the undeveloped Sixty Acres**
6 **Park on an informal drop-in basis when they discovered that the size, topography,**
7 **and wind currents at the site are ideal for flying model gliders and model**
8 **sailplanes.** In the early 1980's, two model glider clubs began organizing and staging
9 local and regional flying events at the park and in order to avoid disputes arising out of
10 conflicts between users, the Division formed a group of organized glider clubs, a local
11 hobbyist who was to represent the interests of the casual drop-in flyers, and the Seattle
12 Polo Club which also uses the park.

13 4.26 On April 19, 1988, LWYSA started its first campaign to obtain 60 Acres South for use for
14 soccer. In a letter from Russell Cahill, manager for King County Natural Resources and Parks Division
15 to LWYSA he states in part:

16 I am writing in response to your letter dated April 19, 1988 regarding your
17 proposal to expand soccer fields to the portion of Sixty Acres Park which lies south of
18 NE 116th. This area is currently utilized by polo, dog trials, and model gliders, sailplanes
19 and rocket enthusiasts.

20 ...You made a verbal presentation of your proposal regarding additional Sixty Acres
21 soccer fields and the need for expanded facilities at this site. Council member Reams
22 suggested a meeting of the site's regular user groups be held to enable the elected
23 officials to obtain input regarding your proposal. Subsequently, Linda Dougherty has
24 scheduled a meeting of the sites regular user groups for Monday the 27th.

25 **...The diversity of the activities scheduled on the site and the historical dates and**
26 **times of peak usage appear to conflict with the scheduling needs of soccer. We**
27 **will likely be heavily dependent upon the advice and information of the various**
28 **Sixty Acres user groups as to whether or not developed soccer fields are**
29 **compatible with the existing primary users.**

4.27 The following users were represented at the meeting on the 27th.

Seattle Area Soaring Society

Seattle Polo Club

NW Coursing Club

Puget Sound Borzoi Club

NW Sporting Greyhound

Canine Information Exchange

Aero Model

1 Eastside Model Rocket Club

2 Seattle Area Soaring Club

3 Western WA Whippet Assoc.

4 LWYSA

5 Strat-O-Bats Free Flight Club

6
7 4.28 Tim Hill, King County Executive writes to Donald Bake, President of the LWYSA on
8 August 23, 1988. He states in part:

9 Thank you for your July 25, 1988 letter regarding the Lake Washington Youth
10 Soccer Association (LWYSA) proposal to designate the entire Sammamish River
11 Regional Park (aka Sixty Acres Park) "a dedicated grass field soccer park under the
12 lease management of LWYSA."

13 It is my understanding that LWYSA's April 19, 1988 proposal recommends the
14 development of soccer fields on the south portion of Sixty Acres Park. **This is the same
15 area that has been, and is currently being, used by polo players, dog trials/shows,
16 and model glider, sailplane, and rocket enthusiasts.**

17 **...This necessitates that the needs of individual and less structured
18 activities (such as those currently occurring on the south Sixty Acres park) be
19 addressed as well as those of highly organized athletic interests such as LWYSA.**
20 I believe this is a reasonable and responsible approach which serves the best interests
21 of all King County Residents.

22 **...We do not believe it is King County's role as a public service provider to
23 dedicate park land for the development of "premier" level facilities for one group
24 while another interests of unserved, or served at disproportionately low levels. As
25 its population grows, King County is coming under increasing pressure from
26 taxpayers who have become more vocal in demanding an equitable share of
27 facilities to accommodate their varied activities.... These valuable resources must
28 be shared by all County residents.**

29 4.29 Linda Dougherty, wraps up the investigation by stating in a memo dated August 27,
1988:

30 The purpose of the meeting was to provide an opportunity for the park users of
31 South Sixty Acres who would be most directly affected by the any changes a the site to
32 discuss and comment on the Lake Washington Youth Soccer Association soccer field
33 proposal.

34 **Based on the Natural Resources and Parks Division understanding of the
35 user's comments it appears the diversity of activities scheduled on the south site
36 and the traditional dates and times of peak usage, conflict substantially with the
37 turf maintenance and scheduled usage needs of soccer and presented by LWYSA
38 in writing and verbally.**

1
2 **...For the time being the Division has denied LWYSA's request to develop**
3 **soccer fields on the south portion of Sixth Acres South.**

4 In the meantime, we will allow the traditional diversity of users to continue on the
5 South Sixty Acres Park property.

6 4.30 After the meeting, the first campaign to convert Sixty Acres South to Soccer failed.

7 4.31 In a letter from Councilman Bill Reams on October 31, 1988 he states:

8 Thanks you for contacting me regarding the Lake Washington Youth
9 Soccer Association's (LWYSA) proposal to the King County Parks Division that
10 the 60 Acres park be dedicated exclusively to turf soccer fields.

11 As you know, I have long been in support of expanding soccer fields.
12 When the original Sixty Acres lease was negotiated in 1984, I was instrumental in
13 overcoming the objections that the Parks Division has to an exclusive lease.
14 Over the years, King County has expended a significant amount of capital
15 development funds budgeted for parks on the development of facilities for soccer
16 fields. Currently, there are 84 soccer fields located in County Park land and 29 of
17 them are located within the LWYSA's boundary. The LWYSA has 5-1/2% of the
18 County's population within its boundary and 34-1/2% of all the soccer fields
19 located on county land. I fee that is a good record of support for the soccer
20 program.

21 In the 1989/90 season, 35 fields will be available with the completion of
22 the two lighted all-weather soccer fields and the reclamation of the four seasonal
23 use fields from other activities located at Marymoor Park.

24 How many fields, must a private organization, obtain from taxpayer purchased property?

25 4.32 On or about December 7, 1989, Linda Dougherty writes to LWYSA. The letter states in

26 part:

27 I am writing in regards to the lease agreement between your organization and
28 King County which authorizes your use of a portion of Sixty Acres Park. The Sixty Acres
29 park property was purchased with partial funding from the Washington State's
Interagency Committee for Outdoor Recreation (IAC).

It was brought to our attention last year, any agreement involving park property
acquired and/or developed with funds provided IAC must be reviewed and approved by
IAC prior to our final approval of the document. IAC's purpose in reviewing agreements
is to protect the Federal and State taxpayers' vested interests, as established through
the granting of funds, in such park lands. If we fail to comply with the IAC's grant terms
and conditions we will be required to purchase replacement property of equal or greater
value.

**As a result, we have had to revise all existing lease agreements of IAC
funded property to bring the language into conformance with IAC's requirements.
We have developed an updated version of the Sixty Acres lease currently held by
the Lake Washington Youth Soccer Association which reflects the necessary
changes....**

1 4.33 The revised lease agreement that would satisfy IAC requirements was never executed,
2 and IAC approval was never obtained. In fact, as of this lawsuit, IAC approval has still not been
3 obtained.

4 4.34 The critical revisions read:

5
6 LWYSA shall permit the public, groups, and organizations to use the premises
7 when such use would be compatible with the use and preservation of the premises by
8 LWYSA or with LWYSA's maintenance, improvement, or development of the
9 premises.... **During periods of non-scheduled use, the premises shall remain
10 available to the general public for soccer play.**

11 4.35 Since 1989, signs have been posted on all sides of 60 acres north:

12 **“CLOSED TO ALL USE”**

13 King County knew or should have know about this violation of the lease and did nothing about it.

14 4.36 On February 20, 1990, LWYSA initiates another campaign to convert 60 Acres South to
15 soccer, but this time starts the process with the City of Redmond. Tim Hill, the King County Executive
16 at the time states in his responsive letter:

17 Thank you for your February 20, 1990 letter regarding Lake Washington Youth
18 Soccer Association's (LWYSA) proposal to develop soccer fields in King County's Sixty
19 Acres Park-South.

20 The proposal being reviewed by park user groups and the County was initiated
21 by LWYSA. If implemented as presented, LWYSA would have the County lease the site
22 to them to develop and manage as soccer fields. The Parks Division has held two
23 meetings with Sixty Acres Park-South user groups to determine if the users' activities
24 and facilities usage patterns could continue to be accommodated if the county approves
25 LWYSA's proposal.

26 **To my knowledge, the County's 60 Acres Park-South is the only public park
27 on the east side that is topographically suitable and available for dog trials and
28 model glider and rocket hobbyists.** Park users come from a large geographic area
29 including Seattle, unincorporated King County and Eastside suburban cities. King
County's elected officials represent all constituent groups, and the King County Parks
Division is obligated to weigh and balance a broad spectrum of local and regional
interests.

4.37 Doreen Marchione, Mayor of Redmond responds with her letter of April 9, 1990:

Sixty Acres Park-South is within the corporate limits of the City of Redmond. The
rest of the park is served by streets wholly within the City Limits. As such, the City has
an interest in the traffic and environmental impacts that may be generated from various

1 uses on this site. As you know, the traffic during peak demand for existing facilities
2 overwhelms the road system adjacent to your facilities.

3 4.38 Tim Hill responds on April 25, 1990:

4 Thank you for your April 9, 1990 letter reiterating Redmond's interest in being
5 included in any future meetings the King County Parks Division convenes with Sixty
6 Acres Park South user groups to discuss Lake Washington Youth Soccer Association's
7 proposal for development of soccer fields on the park. You specifically cited potential
8 traffic and environmental impacts of such development as being the City's primary
9 concerns.

10 **I too am aware of, and concerned about, the potentially negative impact an**
11 **increased concentration of soccer fields at the Sixty Acres Park site might have**
12 **on nearby residents and the surrounding area. These same issues were raised by**
13 **local residents and park users groups during their most recent meeting with the**
14 **Parks Division. Enclosed is a copy of the letter Mike Wilkins, Parks Division**
15 **Manager, sent to the Lake Washington Youth Soccer Association identifying the**
16 **noise, traffic, and other concerns which the soccer association must address**
17 **before King County gives any further consideration to their proposal. It is my**
18 **understanding the soccer association has accepted responsibility for researching**
19 **and addressing these concerns.**

20 Traffic studies were performed. Unfortunately, street and intersection improvements would cost
21 millions. The second attempt to convert Sixth Acres South to soccer also failed. In addition, at the time
22 of this letter, 60 Acres North was limited to 12 soccer fields. In the mid-nineties, the toe of the east
23 slope was cut and the number of fields was increased to 17 without any increase in available parking.
24 Today's traffic is significantly worse than it was in 1990. Although the lease requires King County
25 approval prior to any modifications to the property, LWYSA did not even ask for permission before it
26 increased the number of fields.

27 4.39 At the time the hill side was cut away, no new parking was added at 60 Acres North.

28 4.40 In a letter from Michael Wilkins, Manager of the King County Natural Resources and
29 Parks dated February 9, 1990, to Don Martin, the President of the Lake Washington Youth Soccer
Association, he states in part:

On Thursday, January 1, 1990, Linda Doherty, Chief of Recreation and Facilities
Use Management, and Sandy Spence, Recreation Coordinator, met with you and
representatives of the groups who use the South portion of 60 Acres Park for the
purpose of discussing whether LWYSA's proposal for developed and managed soccer
fields on the property would: (1) curtail or displace current users of the site; and (2) have
significant negative impacts on local residences. The park property has traditionally
been used as a casual drop-in and a scheduled basis by free-flight and radio controlled

1 model gliders and model rocket hobbyists, and various dog clubs. Local residents of the
2 nearby Valley View Estates also attended.

3 My understanding is there is no formal resolution of either issue. Before my
4 division can make any final recommendations on your proposal to King County's elected
5 officials, LWYSA should do the following:

6 1. Negotiate and send to the Parks Division a written, signed agreement with
7 all currently identified user groups that indicate their support of a specific soccer field
8 development plan, including a mutually acceptable plan for scheduled and casual use of
9 the site.

10 a. Study the impact of traffic, parking and noise generated by LWYSA soccer fields
11 currently located on the North portion of the park, and by fields proposed for the South
12 Area; and develop recommendations for mitigating any negative impacts.

13 4.41 In 1991, the president of the LWYSA visited 60 Acres South and proclaimed, "enjoy it
14 while you can, because next year soccer will be on this field."

15 4.42 On October 23, 1991, Sherman Knight and Waid Reynolds meet with LWYSA at their
16 offices in Redmond. The discussion concerned the joint use of both Sixty Acres North and South. The
17 LWYSA proposal was to flip/flop the fields every other year. This would allow the field to recover from
18 the previous years soccer use. LWYSA agreed to install electricity and water to Sixty Acres South.
19 The discussion continued for more than two hours. However, at the end of the meeting, literally as Mr.
20 Knight and Mr. Reynolds were getting up to leave, LWYSA stated that the only way for this agreement
21 to work was if LWYSA could have exclusive use of both fields for the months of July, August,
22 September and October. Negotiations quickly deteriorated. No agreement was reached.

23 4.43 In 1993, King County started cutting the grass on 60 Acres South.

24 4.44 In 1993, the King County prosecuting attorney's office drafted an opinion that parks
25 could not negotiate a lease with LWYSA without declaring it surplus. King County and LWYSA move
26 on and continue to discuss a long term use agreement instead.

27 4.45 Funding was included in the Executive's 1994 budget proposal which was transmitted to
28 the council in October 1993, to master plan the Sixty Acres park.
29

1 4.46 In 1994, Parks submitted a new proposed master plan to the King County council for
2 review. The plan was rejected by the Council. As of this suit, no master plan has been performed for
3 the 60 Acres Park.

4 4.47 On April 25, 1994, a meeting occurred between Parks and LWYSA and minutes were
5 taken. Those minutes state in part:
6

7 Clint received comments back from the prosecuting attorney's office on April 22
8 and after review has determined that Bob Stear has decided that the agreement must be
9 a lease. **This will require surplusing the property. Since the Parks department
10 cannot justify the surplus of property used for ball fields we are unable to
11 structure an agreement.** The next course of action is for Clint to meet with Bob Stear
12 to get an opinion on the ability to lease the property without surplus.... LWYSA advised
13 Clint that the issue of surplus had been discussed many times before he became
14 involved, and that Parks would be surplusing the property to their ability to operate 60
15 acres due to budget problems. LWYSA also advised Clint that this lease/surplus issue is
16 the same issue we started with over two years ago.

17 4.48 Recognizing that converting 60 Acres South into another soccer complex was going to
18 be very expensive and contained many legal and political road blocks, LWYSA purchased the Muller
19 Farm in 1994 with knowledge that zoning restrictions at the time would have to be lifted before soccer
20 could be played on the farm property. This property and the Benaroya property have been bouncing
21 between the Growth Management boards and the courts ever since. To this day, no soccer is practiced
22 but no games are played on these neighboring properties.

23 4.49 In 1995, King County parks spent some time at the site to observe the established users
24 in action. The individuals noticed how clean the park was and wanted to know why there was no
25 garbage on site. They were told because the Seattle Area Soaring Society membership takes it home.
26 Several weeks later, garbage cans showed up at the site and are dumped regularly.

27 4.50 On January 4, 1995, King County passed motion 9463 to bind King County to LWYSA to
28 a long term concessions agreement for 60 Acres North for the next 30 years. That lease states in part:

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Concession Contract for Recreational Facility
Between
King County and Lake Washington Youth Soccer Association
For
60 Acres Soccer Park

- b. In some cases, it is in the public's interest for private non-profit organizations to be allowed to develop, operate, manage, and maintain public recreational facilities and programs on county park property **so long as the activity is consistent with the purposes for which the property was acquired** and with the county's comprehensive parks, recreation and open space plan.
- 10. Concession Fee LWYSA shall pay to King County on each March 1 during the term of this contract, an annual fee in an amount equal to 20 percent or such other percentage as may be set by annual fee ordinance, of the total of the revenue from user fees, fees from the sales of goods and services, and admission fees which LWYSA generates during the calendar year immediately preceding the due date for payment of the annual fee.
- 29. LWYSA shall.... make reasonable and appropriate accommodations for other soccer user groups and members of the public for use of the premises.

An audit of King County Books indicated that King County has never received any monies for the lease of 60 Acres North. As an example, revenues in 2004 by LWYSA were 2.4 million. Field maintenance expenses were only \$300,000.00. As of this suit, King County has never received any payment from LWYSA for any year.

4.51 Since 1995, signs have been posted on all sides of 60 acres north:

“CLOSED TO ALL USE”

King County knew or should have know about this violation of the lease and did nothing about it.

4.52 On June 19, 1995, the King County Council passed the Merymoor Master Plan Update. As part of the master plan, Remote Control gas powered model airplanes were included as a recognized use of the park. That section of the master plan reads:

King County recognizes model aircraft flying is an enjoyable public recreational activity for many citizens.

King County recognizes this is a growing recreational activity.

King County recognizes there is a lack of such public facilities throughout the region.

- 2. Because model aircraft flying is an emerging recreational activity in King County, the County will seek to establish additional model aircraft fields.
- 3. Any new locations shall reasonably include the attributes desirable in model aircraft facility including a large 50-60 acre open area, accessibility to urban populations, relatively level terrain, will be no less than five miles from any other radio controlled airfield and tv/radio towers, and will accommodate the proper runway orientation to sun and prevailing winds.
- 4. Representatives of the model airfield users shall be consulted in the siting and design/development of any new or replacement facilities, and in the development of a management plan for its operation and use.

1 5. Until a new location is acquired and developed, the model aircraft field use will
2 continue at its present location.

3 4.53 In the late nineties, Ron Sims reorganized the various divisions of King County. Prior to
4 the reorganization, Parks and Natural Resources were separate divisions. After the reorganization,
5 they were combined into the Department of Natural Resources and Parks.

6 4.54 In 1996, Seattle Area Soaring Society (SASS) proposed to King County parks that it
7 would install concrete pads and gravel if it could get some help with sani-cans. King County agreed to
8 pump the sani-cans if SASS continued to maintain the site. In addition, SASS obtained permission to
9 place a 8 foot by 20 foot container and place it on site for the storage of approximately \$35,000.00
10 worth of club equipment.

11 4.55 In late 1998 and early 1999, the Northshore Youth Soccer Association made a bid for
12 converting Sixty Acres South to soccer fields. A meeting was held on January 27, 1999. Park users
13 including SASS and others were there to discuss possible joint use. As a result of that meeting,
14 Northshore dropped its proposal.

15 4.56 On March 1, 1999, King County sponsored a meeting between the user groups and
16 soccer. The goals of the meeting were:

- 17 A. To explore the potential to use Sixty Acres South by soccer in addition to current users
18 groups.
19 B. To identify possibilities of shared use.
20 C. To identify barriers of shared use.
21 D. To identify physical changes to property needed to support shared use.

22 4.57 In late 2001, King County arranged numerous public meetings to determine the location,
23 size and impact for a new Reclaimed Water Production Facility (RWPF). At these meeting, the public,
24 including representatives From SASS discussed possible sites and development planning for a future
25 facility. Seven sites were explored. Two of the sites were on King County parks. Ultimately, King
26 County decided to place the water reclamation on the 60 Acres South property.

27 4.58 In July 2000, the King County Active Sports and Youth Recreation Commission was
28 commissioned to examine active sports and youth recreation needs in King County. The Commission
29

1 made recommendations in essentially two categories: sports and recreation opportunities and regional
2 policies and funding. In July 2002, the commission published its findings. It stated at 4.2.1(a):

3 The region must continue to have a robust continuum of separate, but equal,
4 open space, passive, mixed-use, and active park assets. 415

5 4.59 Included in this excerpt, below, is a basic listing of the policy and funding
6 recommendations on various topics that the Commission believed had regional significance.

7 4.60 In late 2001, King County starts the planning process for a Water Reclamation Facility to
8 be located in the Sammamish Valley. Seven different sites are looked at. One of the sites was the hill
9 side to the east of 60 Acres North. Unfortunately, it was determined that this location was a wetland.
10 As soon as that information was published, LWYSA immediately cut the grass on much of the hillside
11 and began parking cars in the wetland area. This is the same hillside that was cut into years earlier so
12 the number of fields could be increased from twelve to seventeen. Although the lease requires King
13 County approval prior to any such actions, the actions were taken without notice or approval by King
14 County.

15 4.61 On April 17, 2002, Sharon Claussen emails Mary Davis with copies to Kevin Brown, all
16 with King County. The email concerns 60 Acres South and its use as the location for the RWPF. Her
17 email states:

18 Forward Thrust, state and federal funding require that the property be surplussed
19 for park purposes showing they are no longer needed for park use and replacement
20 property of equal value and utility must be purchased. State and federally funded
21 properties must also go through the county process and additional conversion process
22 that is approved by the appropriate state or federal agency. **You should be aware that**
23 **these sites have established users so demonstrating they are no longer needed**
24 **for recreation could be problematic.**

25 4.62 Tom Fox, one of the project managers for the RWPF emails Bob Burns on June 21,
26 2002. He states:

27 We have problems with the two park sites – the soccer site has wetlands on the
28 hill and the airplane site has all the neighbors and airplane people against us, so...that is
29 what I needed to tell you. We will be having to start looking at some alternatives one
 that does not involve parks.

 Bob Burns response with:

1 Are you getting weak kneed? I would hope you don't eliminate a park as a
2 possibility. I will be back at King Street at the end of the day. I'll try and catch you then.

3 4.63 In an email from Kevin Brown to Tom Fox on July 23, 2002, Kevin Quotes an attorney in
4 the KC Prosecuting office named Scott as; "a judge would likely find that RCW 36.68.010 applies to
5 even a transfer of custodianship. The purpose of the statute appears to be to prevent park systems
6 from shrinking under temporary funding constraints."

7 4.64 King County starts its own web site to keep people updated on the Water Reuse
8 Program. The program has swelled from a demonstration project on the back of an 18 wheel truck to a
9 7.4 acre, 37.9 million dollar project. In the fall 2002 Water Reuse Update, the county states:
10

11 King County is seeking public comment throughout the process. The facility's
12 neighbors and recreation groups that use the park are especially involved in providing
13 feedback. The community has given many suggestions for the facility. We have heard
14 that the public wants the facility to:

- 13 • Not displace current recreational users.
- 14 • Not cause traffic disruptions.

15 4.65 On November 8, 2002, without notice to the current user groups or the neighborhood,
16 King County issued its own DETERMINATION OF NONSIGNIFICANCE (DNS) to build the 7.4 acre
17 pilot project, water reclamation facility on 60 Acres South. Construction was to begin the following
18 spring.

19 4.66 The Seattle Area Soaring Society responded with a letter writing campaign from its
20 membership, meetings with many of the King County Counsel, appearances before the Redmond City
21 Council and an appeal of the DNS and its application for construction.
22

23 4.67 LWYSA made no effort, none, to keep 60 Acres South as a park.

24 4.68 Neighborhoods local to 60 acres south were organized and the members of SASS
25 continued their letter writing and public appearances. Public appearances included many radio talk
26 shows and a spot on KIRO TV. The fight to keep 60 Acres South as a public park finally made the
27 cover to the Seattle Times. The result of the public outcry and political pressure was cancellation of the
28 project.
29

1 4.69 Throughout this process, LWYSA remained silent. LWYSA now wants to reap the
2 benefits (maintaining the park as a park) of the work of others.

3 4.70 On May 24, 2004, Pam Bissonnette, Department Director writes a memo concerning the
4 surplus of 60 Acres South. This memo demonstrated King County's failure to follow its own rules, the
5 State and King County restrictions that are attached to this property The memo states in part:
6

7 The Department of Natural Resources and Parks desires to surplus tax parcel
8 352605-9074, commonly known as Sixty Acres Park South to the Lake Washington
9 Youth Soccer Association (LWYSA) in exchange for nearby tax parcel 2726059173
10 (Muller Parcel B) owned by LWYSA. **Sixty Acres South is surplus to the
11 Department's needs only for the purpose of this exchange.** Through this
exchange, the Department will be able to facilitate farming of prime property in the
Farmlands Preservation Program and facilitate the development of additional active
recreation soccer fields by LWYSA.

12 4.71 King County's web site contains in its Archives and Records management section some
13 history. (<http://www.metrokc.gov/recelec/archives/kcarch/parke2.htm>) This section states in part;
14 "The Forward Thrust Era (1960's – 1970's). The park system began to assume a broader,
15 **regionalized role, acquiring large parcels of land for less developed, passive parks**, and of trails
16 like the Lake Sammamish Trail, where this walker was photographed in 1994."

17 4.72 On June 11, 2005, SASS submits its Association Development and Operations
18 Partnerships (ADOP's) proposal for 60 Acres South. The proposal would retain the current use of the
19 park. SASS would agree to provide all future maintenance and scheduling manpower. This would
20 include grading of new roads, removal of noxious weeds, dumping of sani-cans. To further increase
21 drop-in use, SASS was to install and maintain a web camera and web weather station. The plan is
22 extensive, including cost estimates and procedural rules for operations.
23

24 4.73 The ADOP's proposal would return a portion of user fees, club dues and other sources
25 of income to King County. The amount would be relatively small, but significantly larger than the
26 amount the county currently receives from LWYSA.
27

28 4.74 Over the next several months, the SASS president and various persons at King County
29 continued to trade emails concerning the proposal. For some reason, SASS could not obtain a

1 response to the proposal request. Finally on September 23, 2005 Kevin Brown responds with the
2 following:

3 Thank you for your email of September 1, 2005 with your additional questions about 60
4 Acres South. While the business plan does not specifically address each of the 180+ sites, the
5 overall purpose of the business plan is to make the King County Parks System the most
6 efficient, lean, entrepreneurial, and regional system that our assets and our limited budget can
7 provide. Our goal is to identify the highest and best use recreational use for those facilities
8 within our system which result in increased revenues and minimal operations cost. In regard to
9 Sixty Acres South, King County's proposed arrangement with LWYSA would eliminate all public
O&M cost for the site, serve well over 6000 youth and their parents and generate revenue for
the Park System. While the SASS proposal did offer O&M savings for King County, it would
serve fewer citizens than the proposed LWYSA usage, hence for this particular site, the highest
and best use continues to be sports fields.

10 King County still believes that soaring is an important activity to those who enjoy it and
11 thus based upon the other merits of SASS's proposal, we continue to offer a \$100,000.00 grant
12 to develop a permanent location at another site. Over the past two years, we have worked hard
13 with several members of the SASS organization to identify alternative sites for this recreational
use. We continue to strongly encourage SASS to work with us to develop another site while we
have this window of opportunity to avoid any disruption in SASS programming.

14 4.75 There has never been a master plan conducted on 60 Acres South. There has never
15 been a public hearing on the issue. There have been community meeting both with the water
16 reclamation plant and lately a community meeting with soccer. The public spoke loud and clear. Do
17 not displace current users.

18 4.76 In December 2005, King County announced a memorandum of understanding between
19 itself and the LWYSA. The intent was to sell 60 Acres South to LWYSA. There would be some trading
20 for farm land, but no new park land would be provided.

21 4.77 The public outcry was strong and the surplus requirements of King County and the IAC
22 could not be satisfied. As a result, King County then negotiated (but has not yet executed) a 30 year
23 lease with LWYSA for 60 Acres South.

24 4.78 Again the public outcry was strong. What is the difference between a sale and a 30 year
25 lease for the ultimate use of one organization. The IAC asked the same question in its monthly June
26 23, 2006 meeting.

1 4.79 King County now is negotiating a 50 year "User Agreement" with LWYSA. King County
2 believes that this will satisfy the IAC and is under the belief that a "User Agreement" will not require
3 King County Council approval, will bypass the surplussing requirement and will not require IAC
4 approval. When a government body goes out of its way to avoid oversight, it is only doing it hide or
5 cover something up.
6

7 4.80 On October 28, 2005, King County and LWYSA entered into a Memorandum of
8 Understanding concerning 60 Acres South. The MOU states in part:

9 ...The LWYSA would then own Sixty Acres South outright and would develop the
10 site for publicly accessible athletic field use. LWTC and KC would own interest in
11 parcels B and C in a manner to be determined by the parties, and LWTC would utilize
the property for agriculture purposes related to their educational mission.

12 In addition, KC would amend its lease with LWYSA on Sixty Acres North such
13 that the term is extended to period no less than 50 years,...

14 4.81 On January 12, 2006, King County sponsored a community meeting at Horace Mann
15 Elementary. At the meeting, Kevin Brown simply announced that "soccer is more important." As of this
16 day, no master plan of 60 Acres South has occurred. No public meetings or hearing have occurred.
17 The consensus of public speakers during the open mike was against more soccer fields.

18 4.82 At this same public meeting, Kevin Brown announced that there are over 1000 soccer
19 fields in King County.

20 4.83 On March 27, 2006, King County, after public and political uproar along with legal
21 opinions that the MOU violated the surplussing requirements of King County and the State of
22 Washington along with the concerns of the IAC, King County decided to drop the sale of the property
23 and go back to a lease agreement.
24

25 4.84 King County until recently, claimed that it could "find a new home" and that it was
26 "working hard" for SASS and 60 Acres South users. The latest email from Sujata Goel clearly
27 determines that no other park is available in King County that has the unique micro climate of 60 Acres
28 South necessary to the flying of gliders and sailplanes. The email states in part:
29

1 We are committed to helping find a long-term home for soaring in King County.
2 **However, since an available site is not currently in our system, we are looking for**
3 **an interim solution.**

4 We identified alternative locations within our existing inventory for soaring as this
5 would have been the fastest way to secure a long-term location. **Unfortunately, based**
6 **on your input it was determined that there are no sites within our existing**
7 **inventory that meet your needs.**

8 TJ and I will continue to work with SASS and staff from various agencies in order
9 to find a suitable site. Now we are working from a list of landowners that you have
10 forwarded us to find an interim (2+ year based on landowner willingness) site for soaring
11 activities. Please contact me when you and Jim are available and we can discuss
12 further.

13 Sujata Goel | Strategic Partnerships & Enterprise Initiatives sujata.goel@metrokc.gov
14 206.263.6204 cell 206.854.8543

15 4.85 Yes there is, its is called 60 Acres South.

16 4.84 There is no other place to fly gliders and sailplanes in King County. Loss of this facility
17 for flying sailplanes would result in the extinction of this type of recreation in King County.

18 **V. First Claim – A Concession Agreement is a Lease in Disguise.**

19 5.1 Plaintiffs repeat and re-allege the allegations in paragraphs 4.1 through 4.83 as if fully
20 set forth herein.

21 5.2 In an effort to circumvent State of Washington, King County and IAC requirements, King
22 County and LWYSA entered into a lease agreement for 60 Acres North, but entitle it a “Concession
23 Contract.”

24 5.3 On January 4, 1995, King County passed motion 9463 to bind King County to LWYSA to
25 a long term concessions agreement for 60 Acres North for the next 30 years. That lease states in part:

26 Concession Contract for Recreational Facility
27 Between
28 King County and Laky Washington Youth Soccer Association
29 For
60 Acres Soccer Park

3. In some cases, it is in the public’s interest for private non-profit organizations to
be allowed to develop, operate, manage, and maintain public recreational
facilities and programs on county park property **so long as the activity is**
consistent with the purposes for which the property was acquired and with
the county’s comprehensive parks, recreation and open space plan.

1 8. Term. King County hereby grants to LWYSA exclusive concession to and on the
2 Premises for a term of (30) years....during which term LWYSA shall have the
3 primary responsibility for operating, managing and maintaining the Premises as a
4 soccer facility.

5 11. Concession Fee LWYSA shall pay to King County on each March 1 during the
6 term of this contract, an annual fee in an amount equal to 20 percent or such
7 other percentage as may be set by annual fee ordinance, of the total of the
8 revenue from user fees, fees from the sales of goods and services, and
9 admission fees which LWYSA generates during the calendar year immediately
10 preceding the due date for payment of the annual fee.

11 28. Operations Defined. Operations for and over which LWYSA shall have primary
12 responsibility and control include, but are not limited to, scheduling for all use of
13 the Premises, including league games, tournaments, practices and events, site
14 preparation and management, including field layout, field lining, goal placement,
15 signage, concession and tent setup and parking setup and control, concession
16 agreements with vendors and security.

17 29. LWYSA shall.... make reasonable and appropriate accommodations for other
18 soccer user groups and members of the public for use of the premises.

19 5.4 Although King County allows concession agreements, the agreement is actually a lease.

20 A lease is defined as: A contract between a lessor and a lessee for the use of a vehicle or other
21 property, subject to stated terms and limitations, for a specified period and at a specified payment.

22 www.federalreserve.gov/pubs/leasing/glossary.htm. Webster's defines a concession as "the right or a
23 lease to engage in a certain activity on the lessor's premises ie a refreshment or parking concession.

24 5.5 On October 28, 2005, King County and LWYSA entered into a Memorandum of
25 Understanding concerning 60 Acres South. The MOU states in part:

26 ...The LWYSA would then own Sixty Acres South outright and would develop the
27 site for publicly accessible athletic field use. LWTC (Lake Washington Technical
28 College) and KC would own interest in parcels B and C in a manner to be determined by
29 the parties, and LWTC would utilize the property for agriculture purposes related to their
educational mission.

**In addition, KC would amend its lease with LWYSA on Sixty Acres North
such that the term is extended to period no less than 50 years,...**

As you can see, even the parties believe that the concession agreement (both King and
LWYSA) is actually a lease.

5.6 The concessions contract is a lease.

**VI. The Lease of Public Park Property Requires Process known as Surplussing and
King County Failed to Follow Those Requirements.**

1 6.1 Plaintiffs repeat and re-allege the allegations in paragraphs 4.1 through 4.83 as if fully
2 set forth herein.

3 6.2 RCW 36.68.010 states:

4 A county may lease or sell any park property, building or facilities surplus to its needs, or
5 no longer suitable for park purposes: PROVIDED, that such park property shall be
6 subject to the requirements and provisions of notice, hearing, bid or intergovernmental
7 transfer as provided in chapter 36.34 RCW....PROVIDED FURTHER that funds
8 acquired from the lease or sale of any park property, buildings or facilities shall be
9 placed in the park and recreation fund to be used for capital purposes.

10 6.3 KCC 4.56.070 sets out the lengthy and specific steps required to declare a property
11 surplus.

12 6.4 The first step requires an annual inventory of all county property and the inventory will be
13 updated for custodianship, economic value and potential use. Only properties that have no potential
14 use are considered for surplus.

15 6.5 The second step requires an annual report of any change in use or status since the
16 previous year's report. This is to confirm that properties identified in the year before are still surplus or
17 a change is noted.

18 6.6 The third step requires an annual report to justify retention of property. This report
19 verifies that the retained property should not be surplussed.

20 6.7 The fourth step requires a determination that another division needs the property when
21 retention cannot be justified.

22 6.8 The fifth step requires that if another division needs the property then transfer
23 custodianship to that division.

24 6.9 The sixth step allows surplussing only if another department does not need the property.

25 6.10 Sixty Acres North was never surplussed.

26 6.11 Sixty Acres South was surplussed. However it was done incorrectly. On May 24, 2004,
27 Pam Bissonnette, Department Director writes a memo concerning the surplussing of 60 Acres South.

28 The memo states in part:
29

1 The Department of Natural Resources and Parks desires to surplus tax parced
2 352605-9074, commonly known as Sixty Acres Park South to the Lake Washington
3 Youth Soccer Association (LWYSA) in exchange for nearby tax parcel 2726059173
4 (Muller Parcel B) owned by LWYSA. Sixty Acres South is surplus to the Department's
5 needs only for the purpose of this exchange." Through this exchange, the Department
6 will be able to facilitate farming of prime property in the Farmlands Preservation Program
7 and facilitate the development of additional active recreation soccer fields by LWYSA.

8 6.12 King County skipped the first five steps and went directly to step six.

9 6.13 The surplussing performed by Pam Bissonnette does not satisfy the legal requirements.
10 60 Acres North was not surplussed at all.

11 6.14 60 Acres (North and South) was purchased under King County Resolution 34571. This
12 resolution places strict restrictions on the property. It states in part;

13 Public park acquired from the proceeds of the bonds authorized to this
14 resolution shall not be transferred or conveyed except by agreement providing that such
15 lands shall continue to be used for the purpose contemplated by this resolution, or be
16 converted to a different use unless other equivalent lands and facilities within the County
17 or City shall be received in exchange therefore."

18 6.15 On October 28, 2005, King County and LWYSA entered into a Memorandum of
19 Understanding concerning 60 Acres South. The MOU states in part:

20 ...The LWYSA would then own Sixty Acres South outright and would develop the
21 site for publicly accessible athletic field use. LWTC and KC would own interest in
22 parcels B and C in a manner to be determined by the parties, and LWTC would utilize
23 the property for agriculture purposes related to their educational mission.

24 **In addition, KC would amend its lease with LWYSA on Sixty Acres North
25 such that the term is extended to period no less than 50 years,...**

26 6.16 In addition, the 60 Acres North and South was also purchased in part with funds from the
27 IAC. On October 6th, 1971, King County transferred the "Right to Use Land for Public Recreation
28 Purposes" to the Interagency Committee for Outdoor Recreation for \$10.00. The language contained
29 above is included on the face of the Deed of Right. It was recorded under King County Recorder
number 7204060480. The Deed of Right states a specific set of rules is in the event of conversion of
the property. They are:

[O]nly upon conditions which will assure that other outdoor recreation land of at
least equal fair market value at the time of change of use and of as nearly as feasible
equivalent usefulness and location for the public recreation purpose for which state
assistance was originally granted will be substituted in the manner provided in RCW

1 43.99.100 for marine recreation land, weather or not the real property covered by this
2 deed is marine recreation land.

3 6.17 Initially, King County tried to exchange park land for farm land. King County has since
4 dropped that idea and now just wants to enter into long term leases.

5 6.18 King County has failed to surpluss the park property known as 60 Acres North and
6 South. There fore any lease agreement is void.

7 **VII. King County Failed to Obtain IAC Approval of King County Leases of IAC/King**
8 **County Property.**

9 7.1 Plaintiffs repeat and re-allege the allegations in paragraphs 4.1 through 4.83 as if fully
10 set forth herein.

11 7.2 In addition, the 60 Acres North and South was also purchased in part with funds from the
12 IAC. On October 6th, 1971, King County transferred the "Right to Use Land for Public Recreation
13 Purposes" to the Interagency Committee for Outdoor Recreation for \$10.00. The language contained
14 above is included on the face of the Deed of Right. It was recorded under King County Recorder
15 number 7204060480. The Deed of Right states a specific set of rules is in the event of conversion of
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18 least equal fair market value at the time of change of use and of as nearly as feasible
19 equivalent usefulness and location for the public recreation purpose for which state
20 assistance was originally granted will be substituted in the manner provided in RCW
21 43.99.100 for marine recreation land, weather or not the real property covered by this
22 deed is marine recreation land.

23 7.2 On October 28, 2005, King County and LWYSA entered into a Memorandum of
24 Understanding concerning 60 Acres South. The MOU states in part:

25 ...The LWYSA would then own Sixty Acres South outright and would develop the
26 site for publicly accessible athletic field use. LWTC and KC would own interest in
27 parcels B and C in a manner to be determined by the parties, and LWTC would utilize
28 the property for agriculture purposes related to their educational mission.

29 **In addition, KC would amend its lease with LWYSA on Sixty Acres North
such that the term is extended to period no less than 50 years,...**

1 As you can see, even the parties believe that the concession agreement (both King and
2 LWYSA) is a lease. The possible exchange for farmland does not satisfy the IAC requirements. The
3 lease requires surplussing. Surplussing never occurred.

4 7.3 King County continues to lease property owned by the IAC with out IAC approval. This
5 includes, but is not limited to 60 Acres North and South.

6 7.4 The proposed lease on 60 Acres South and the existing Lease on 60 Acres North is
7 unlawful and should be void and of no effect.

8
9 **VIII. Soccer is Not an Activity Allowed in a Regional Park.**

10 8.1 Plaintiffs repeat and re-allege the allegations in paragraphs 4.1 through 4.83 as if fully
11 set forth herein.

12 8.2 On or about February 27, 1967, the King County Board of County Commissioners
13 adopted Resolution No. 33165 entitled "Ten Year Program for Open Space Acquisition."

14 8.3 This Resolution states in part:

15
16 Open Space Needs in Terms of a County Wide System

17 A complete system of open space for the county includes a number of elements
18 which fit into the following described concept:

19 An open-space system should include park and recreation areas distributed
20 throughout the county on the basis of population, located and designed to serve the
21 more immediate day-to-day recreation needs of the people. **Large areas of open
space are required to provide opportunities for major types of recreation areas,
such as regional parks and golf courses....**

22 **There is also a need for community playfields, but studies show that the
County's school districts are providing adequate space for this function in
23 conjunction with their acquisition of sites for secondary schools,** so the problem is
24 one of operation and development of these sites rather than the acquisition which is the
primary concern of the program outlined herein.

25 Elementary school playgrounds in the County provide sufficient space for
26 neighborhood playground needs, whereas neighborhood parks are considered a
27 secondary responsibility of the County with development of the latter encouraged
through such means as homeowner's associations and local improvement districts.

28 Following is a summary of the totals need for additional open space....with a brief
29 description....

Regional Parks

1 Definition

2 Large Areas selected and developed primarily **to provide outdoor recreation**
3 **opportunities not feasible in the urbanized areas.**

4 Need

5 The projected need by 1975 for the County as a whole is 6632 acres. It is
6 estimated that there are 1282 acres of existing public land in Western King County which
7 serve a regional park function, so the net requirement for additional regional park is 5350
8 acres.

9 Recommendations

10 Regional parks should be a minimum of 200 acres in size and distributed so that
11 each major portion of the County is served. The proposal is to acquire Fort Lawton as a
12 joint city-county park will provide a park of regional size and significance within the City
13 of Seattle.... The County is also currently negotiating for a 131 acre addition to the Tolt
14 Park in the Snoqualmie Valley. It is recommended that from 400 to 1000 acres be
15 acquired in the other major river valleys of the County, namely, **the Sammamish**, the
16 Cedar and the Snoqualmie valleys.

17 8.4 King County Resolution No. 34571, promulgated December 18, 1967 proposed a ballot
18 measure to approval of the issuance of King County General obligation bonds in an amount not to
19 exceed \$188 million to pay for the acquisition of public park and recreation in King County. This bond
20 issue became know as the "Forward Thrust Bond Issue."

21 8.5 The Forward Thrust Bond Issue was approved by the voters on February 13, 1968.

22 8.6 Resolution 34571 clearly identifies the "**Sammamish Valley**" **Regional Park** as one of
23 the areas for acquisition.

24 8.7 The Seattle Area Soaring Society and its members have been flying remote control
25 sailplanes on 60 Acres South since 1970.

26 8.8 In 1975 it was discovered that Forward Thrust funds were not being spent properly. To
27 resolve this issue, a clarification was drafted by King County in an effort to resolve outstanding issues.
28 The clarification states:

 A Clarification of Procedures and Actions in Regard to
 Forward Thrust Resolution 34571

29 Overriding Objective

1 Carry out all projects in accordance with the original Forward Thrust Stated intent to
2 extent feasible. This intent defines the development of a broad park and recreation plan
3 consisting of specified categories and types, defined and described as follows:

4 Regional Parks

5 Large areas, several hundred acres or more in size, **selected and developed primarily**
6 **to provide outdoor recreation opportunities not feasible in urbanized areas.**
7 Frequently contain special features or unique qualities that are attractive to the regional
8 population.

9 8.9 A schematic master plan was prepared in 1975. No master plan was completed and no
10 master plan has ever been completed or updated that includes 60 Acres South or North.

11 8.10 A regional park is defined in several places. In the documents that initially discuss the
12 plan of acquisition of a regional park that later became Forward Thrust, regional parks are defined as;
13 **“to provide outdoor recreation opportunities not feasible in the urbanized areas.”**

14 8.11 These same documents discuss ball fields. On that issue the documents state:

15 **Large areas of open space are required to provide opportunities for major**
16 **types of recreation areas, such as regional parks and golf courses....**

17 **There is also a need for community playfields, but studies show that the**
18 **County’s school districts are providing adequate space for this function in**
19 **conjunction with their acquisition of sites for secondary schools,....**

20 8.12 King County Resolution No. 34571, promulgated December 18, 1967 proposed five
21 Regional Parks. The fourth one is the Sammamish Valley Park.

22 8.13 In the document to clarify the purpose of Forward Thrust a Regional Park is defined as;
23 **“selected and developed primarily to provide outdoor recreation opportunities not feasible in**
24 **urbanized areas.”**

25 8.14 Forward Thrust Inc, was formally dissolved in 1973. When the committee completed its
26 work in 1973 a public report was made by its Chairman (James R. Ellis) which contained the following:

27 The Forward Thrust bond issues are contracts with the voters. The authorizing
28 ordinances should be followed in spirit and letter. They permit flexibility to meet changed
29 conditions so long as appropriate procedures are followed, but they do not permit
changes to be made at the discretion of officials who may simply choose to set different
priorities.

...These voter-contracts should be respected not simply because of legal
constraints but because people have to believe in the credibility of public promises if our

1 system is going to work. If these promises are broken, how can voters be asked again
2 to vote extra taxes to accomplish any purpose?

3 8.15 Soccer can be played on any one of over 1000 such fields throughout King County.

4 8.16 The Flying of remote control gliders and sailplanes only occurs on 60 Acres South. This
5 activity does not occur anywhere else in King County. The flying of Remote control gliders and
6 sailplanes is an “**outdoor recreation opportunity not feasible in urbanized areas.**” Soccer does not
7 satisfy the definition.

8 8.17 The current lease states in part: “In some cases, it is in the public’s interest for private
9 non-profit organizations to be allowed to develop, operate, manage, and maintain public recreational
10 facilities and programs on county park property **so long as the activity is consistent with the**
11 **purposes for which the property was acquired.**”

12 8.18 The proposed lease/concession agreement on 60 Acres South and the existing
13 Lease/concession agreement on 60 Acres North is unlawful and should be void and of no effect.

14 IX. Prayer

15 9.1 For a restraining order keeping King County and LWYSA from entering into any type of
16 agreement for the lease or concessions on Sixty Acres South.

17 9.2 For an order declaring the lease and/or Concessions agreement between King County
18 and LWYSA on Sixty Acres North and/or South unlawful and therefore void and of no effect.

19 9.3 For an order declaring soccer is not an allowable use in a regional park.

20 9.4 For an order restricting King County from any retaliatory action against the current users
21 of 60 Acres South and the surrounding neighbors.

22 9.5 For the recovery of legal fees and costs.

23 9.6 For such further and other relief as this court deems just and equitable.

1 DATED this _____ day of October, 2006

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Sherman L. Knight
WSBA No# 15807

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Rene' Cespedes
WSBA No# 23415

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