



# City Council Study Session

---

## AGENDA

September 12, 2017

6:30 pm – 10:00 pm

### Call to Order

**Estimate time**

### Public Comment

**6:30 pm**

**Note:** *This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization. If you would like to show a video or PowerPoint, it must be submitted or emailed by 5 pm, the end of the business day, to the City Clerk, Melonie Anderson at [manderson@sammamish.us](mailto:manderson@sammamish.us). Please be aware that Council meetings are videotaped and available to the public.*

### Topics

- **Discussion:** Transportation Strategy Check-in **7:00 pm**
- **Discussion:** Boys & Girls Club **7:15 pm**
- **Discussion:** Land Acquisition Strategy **8:15 pm**

### Adjournment

**9:15 pm**

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





## Status Update: Public Works Transportation Projects

September 12, 2017

### Transportation Planning Projects

#### ▪ **Transportation Master Plan | *In Progress***

Formal public outreach began in August with six “Pop-up Studios” located around the City (Highlands Safeway, Pine Lake QFC, Klahanie QFC, Farmers’ Market, Sammamish Days, Concert in the Park). Each event featured conversations and a mini-priorities poll. The poll was also posted on the City’s project page ([www.sammamish-tmp.com](http://www.sammamish-tmp.com)) and closed on September 8, 2017. A Public Workshop was held on September 7, 2017, to prioritize TMP goals and draft a more specific vision for the City’s transportation network.

#### ▪ **Concurrency Update | *In Progress***

A presentation was made to the City Council on September 5, 2017, that summarized the City’s Concurrency Program and Level of Service (LOS), noted the pros and cons, and identified next steps. On September 19, 2017, staff will bring a suite of other concurrency programs to the City Council for feedback on which alternate programs should be considered for further study. Staff is also planning two hands-on technical meetings with the Council in the coming months to allow for a more detailed discussion around the preferred concurrency programs.

### Engineering Operations Projects

#### ▪ **Citywide Roadway Striping | *Completed August 2017***

In partnership with the King County Road Services Division, the City restriped **1,029,600** linear feet of roadway channelization on **195** lane miles of travel way.

#### ▪ **Citywide School Zone Flashing Beacon Programming | *Completed August 2017***

To account for the recent changes in school start times, the City Traffic Engineer reprogrammed all 37 of the school zone flashing beacon systems to update their hours of operation. These programming changes affect 15 schools in both the Issaquah School District and Lake Washington School District.

▪ **Skyline School Zone Flashing Beacon | Completed September 2017**

Skyline High School students often park off-site at the adjacent Sammamish Hills Lutheran Church. The City has received reports of pedestrian and vehicle incidents due to students crossing SE 8<sup>th</sup> Street to access Skyline. Due to these reported incidents, the City Traffic Engineer implemented a 20 MPH school zone on the portion of SE 8<sup>th</sup> that is adjacent to the entrance of Skyline. This work was completed prior to the first day of school (9/6/17). In addition to this work, the City Traffic Engineer proposes the installation of flashing yellow beacons to improve awareness of the new school zone.



▪ **Flashing Yellow Arrow Left-Turn Installations (5) | In Progress**

The City Traffic Engineer studied twenty-five (25) signals to determine which locations qualify for the installation of flashing yellow arrow left-turn signals. Results of the work revealed that seventeen (17) of the signals do qualify for the flashing yellow arrow system. The City proposed that five (5) signals receive the upgrade in 2017. King County will be installing the first set of signal revisions. The 340 Transportation Fund includes \$225,000 for this work in 2017 and an additional \$225,000 in 2018. The City plans to perform as many upgrades as possible within the allocated budget.



- ✓ 228<sup>th</sup> Ave SE/SE 4<sup>th</sup> St – NB & SB left turns – **Week of September 11**
- 228<sup>th</sup> Ave NE/Inglewood Hill Rd/NE 8<sup>th</sup> St – EB & WB left turns (Fall 2017)
- 228<sup>th</sup> Ave SE/SE 16<sup>th</sup> St – NB & SB left turns (Fall 2017)
- 228<sup>th</sup> Ave SE/SE 20<sup>th</sup> St – NB & SB left turns (Fall 2017)
- 228<sup>th</sup> Ave SE/SE 24<sup>th</sup> St – NB & SB left turns (Fall 2017)

## Capital Projects

### ▪ **Citywide Guardrail Installation | Completed August 2017**

The City Project Engineering group worked with a contractor to complete **850** linear feet of new guardrail installation. This work was completed ahead of schedule in August 2017.



### ▪ **Citywide Pavement Program | In Progress (Expected Completion October 2017)**

The City Project Engineering group is working with a contractor and has completed 70% of the asphalt placement within the originally advertised project scope. As part of the project, the contractor will perform additional overlay work on 211<sup>th</sup> PL NE in partnership with Sammamish Plateau Water and Sewer. They will also perform the final lift of asphalt for the Inglewood Hill Capital Drainage Project. All of the overlay project work is on schedule to be completed in October.



### ▪ **Citywide ADA Concrete Sidewalk Installation | In progress (Expected Completion October 2017)**

The City Project Engineering group has been working with a contractor to install ADA accessible concrete sidewalk ramps around the City. To date, 85% of the project work has been completed. Remaining work should be completed within the next 30 days and is ahead of schedule.



▪ **212<sup>th</sup> Non-Motorized Project | In Progress (Expected Completion October 2017)**

The City Project Engineering group is working with a contractor to complete the non-motorized improvements to 212<sup>th</sup> Ave SE. To date, 90% of the project work has been completed. Remaining work should be completed within the next 30 days and primarily includes plantings and wetland work. This project is ahead of schedule.



▪ **212<sup>th</sup> Way SE / Snake Hill Project | In Progress (Expected Completion Mid-November 2017)**

The City Project Engineering group is working with a contractor to complete the repair of 212<sup>th</sup> Way SE. To date, 30% of the project work has been completed. The remaining work includes construction of the stormwater detention vault, construction of one last retaining wall, reinforcement of the slope and reconstruction of the roadway. The project is currently scheduled for completion in mid-November 2017.



*Reinforced Slope Construction, 8-31-17*

▪ **Beaver Lake Drive/Way Neighborhood Traffic Management Program | *In progress***  
***(Expected Completion October 2017)***

The City Project Engineering group is working with a contractor to install traffic management measures on East Beaver Lake Drive/Way, including traffic circles, shoulder widening, curbs and more. To date, approximately 60% of the project work has been completed. The project is expected to finish within 30 days and is ahead of schedule.



▪ **Inglewood Hill Drainage and Overlay | *Bid Opening in September***  
***(Completion Expected October 2017)***

The City Project Engineering group is working with a contractor and they have completed 95% of the work on the drainage and pedestrian portion of the project. The City has advertised the bid for the final asphalt overlay of the roadway. Bid opening for the paving work is scheduled for September 18, and the work should be completed within 20 working days.



*Sand filter vault - inside*





# Memorandum

---

**Date:** September 12, 2017

**To:** City Council

**From:** Jessi Bon, Deputy City Manager

**Re:** Sammamish Teen Center Programming Changes

---

On November 2, 2010, the City signed a 10-year lease agreement (Attachment 1) with the Boys and Girls Clubs of King County (BGC) to begin offering teen programming at the former Sammamish branch of the King County Library System. Following approval of the lease, the BGC completed an extensive renovation of the former library and reopened the building as the "Teen Center" in November 2011.

Earlier this year, the BGC contacted the City to discuss a proposal that would eliminate certain teen programs in favor of school-age programs at the Teen Center. According to the BGC, teen enrollment and participation at the Center has been lower than anticipated. They feel that the facility is being underutilized and that there is a significant need, and available capacity, for school-age programming. In the BGC's experience, the success of teen programming varies from one community to another, but the need for school-age programming exists at all 29 of their locations in King County.

The BGC's preliminary proposal seeks to turn the Teen Center into a full service Boys & Girls Club by adding programming for kids ages 5-12 before and after school. Maximum daily capacity is anticipated to be over 100 kids; an exact number will be determined by the Washington State Department of Early Learning during the licensing process. Additionally, the BGC states that they will provide safe transportation to and from the Center. The BGC has outlined their preliminary proposal in the attached memo (Attachment 2). The memo also includes responses to questions submitted by the City.

With these programming changes in mind, City staff reviewed the Sammamish Municipal Code (SMC) to determine whether permitting requirements would accompany such a change in use of the facility. Staff's preliminary analysis indicates that the facility's new programming may change the land use classification to a type of daycare under the SMC. Such a land use would require the BGC to apply for and receive a Conditional Use Permit in order to implement their new programming. Please note that staff's interpretation is based on the BGC's draft proposal; further review will be necessary once a more detailed proposal is submitted.

## Attachments

1. Lease Agreement (November 2010)
2. Memo from the Boys & Girls Club Regarding Changes to Teen Center Programming



## Exhibit 1

### LEASE, JOINT USE AGREEMENT AND RIGHT OF FIRST REFUSAL

THIS LEASE, JOINT USE AGREEMENT AND RIGHT OF FIRST REFUSAL (this "Agreement") is made this 2<sup>nd</sup> day of November, 2010, by and between the City of Sammamish (the "City"), a Washington municipal corporation, and the BOYS AND GIRLS CLUBS OF KING COUNTY, INC., a Washington nonprofit corporation (the "Club").

#### BACKGROUND

The City owns the real property formerly known as the Sammamish branch of the King County Library System, located at 825 228<sup>th</sup> Ave NE, Sammamish, Washington, legally described in Exhibit A of this Agreement (the "Premises").

The Club intends to lease the Premises from the City. The Premises are currently improved with a parking lot and a 10,182 square foot building (the "Center"), which the Club intends to remodel and operate as a learning and recreation center for teens.

The City intends to reserve for itself certain rights to use the Premises for City purposes, as further described herein.

This Agreement provides for the leasing of the Premises by the Club and provides a framework for the City and the Club to use the Center on a coordinated basis.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and the Club mutually agree as follows:

1. LEASE OF PREMISES.

a. Lease of Premises. In consideration for the commitments set forth herein regarding the City's use of the Premises and other valuable consideration, the City hereby leases to the Club and the Club leases from the City, as provided below, the Premises.

b. Term. The term of this Agreement (the "Term") shall be in ten year increments with an option to extend the Agreement up to a maximum total of forty (40) years. The initial ten year term shall commence on the date that this Agreement is fully executed by the parties (the "Commencement Date").

Provided that the Club is in possession of the Premises and that this Agreement is not previously cancelled or terminated by either party, by operation of law or pursuant to the terms hereof, and

## Exhibit 1

further provided that the Club has faithfully complied with and performed all of the covenants and conditions in this Agreement on its part to be performed, and is not in default of this Lease at the time of exercise of this option, then the City and the Club covenant and agree that the Club shall have the option to extend the term of this Agreement for up to three additional ten-year periods up to the maximum number of forty years. Extensions shall commence at the expiration of the initial term, and shall be upon the same terms, covenants and provisions herein set forth. The option for each renewal term shall be exercised by the Club giving the City not less than one hundred eighty (180) days written notice of intention to extend the term prior to the expiration of each term of the lease.

c. Premises leased “as-is”. The Premises shall be deemed leased “as is.” The Club has inspected the Premises, is familiar with the present condition of the Premises, and agrees to accept the Premises in the current condition. Notwithstanding the foregoing, the Club shall have no responsibility for or liability for any Hazardous Substances (defined in Section 15 below) existing on the site prior to the Commencement Date, and pursuant to Section 15(b) below, the City has indemnified the Club for any risks associated with such Hazardous Substances.

### 2. RENT.

a. In consideration of the value of the Club’s contribution to the recreation needs of the residents of the City, the tenant improvements of the Center, the maintenance and operations of the Center, and subject to the terms of this Agreement, the Club shall pay to the City an annual rent of \$1.00 payable on January 1<sup>st</sup> of each year of the term of this Agreement and any extensions thereof.

### 3. TENANT IMPROVEMENT OBLIGATIONS.

a. Remodel of the Center. Subject to the provisions of this Agreement, the Club shall design and implement a remodel of the Center. The remodel of the Center shall be at the sole cost and expense of the Club, with the exceptions noted below in section 3(b). The Center remodel shall be designed consistent with the schematic design prepared by Wolken Architects attached hereto as Exhibit B, and the Building Plans prepared by Wolken Architects also attached hereto as Exhibit B (these documents together, the “Center Design Documents”).

Prior to commencement of the construction work outlined in the Center Design Documents (the “Work”), the Club shall regularly provide the City’s Parks and Recreation Director with reports including, but not limited to, any revisions in the Center Design Documents and the status of any pre-construction activities. Any revisions to the design of the Center including, but not limited

## Exhibit 1

to, signage, landscaping, traffic flow and any subsequent plans and specifications for additions or improvements thereto, shall be subject to the timely approval of the City, which approval shall not be unreasonably withheld.

b. City's Construction of Second Entrance. The City shall exercise its best efforts to obtain property interests necessary for and construct a secondary access driveway to the Premises from Inglewood Hill Road, as shown in Exhibit C, prior to December 31, 2011. The secondary access driveway shall be completed at the sole cost and expense of the City. In the event that the City is unable to acquire sufficient property to construct the driveway then, at the City's option, this agreement to construct the secondary access driveway may be terminated.

c. Compliance with Laws; Permits; Related Appeals. The Club shall abide by all applicable laws, regulations and ordinances in performing the Work, operating the Center and in using the Premises. The Club shall obtain all required licenses, certifications, or other approvals (whether required to be held by the Club as an entity or by the Club's individual employees, volunteers, subtenants, other agents, or otherwise) required for the Club's use of the Premises. In addition, the Club agrees to the following:

(i) The Club shall obtain any necessary approvals, building permits and/or certificates of occupancy as may be required by any applicable law or regulation prior to beginning the Work and occupying the Center. The costs of all fees connected with acquiring required approvals, permits and/or certificates shall be the exclusive responsibility of and shall be paid by the Club.

(ii) Without limiting Subsections 3(c)(i) above, the Club shall, at its sole cost and expense, perform all actions necessary to comply with any and all traffic mitigation measures and traffic management requirements that may be required as a condition of the Club's use of the Premises for the Center and/or the remodel of the Center, except for the costs associated with the secondary driveway access as described in Section 3(c) above.

(iii) Without limiting Subsections 3(c)(i) and (ii) above, if the Club desires to defend any and all appeals filed against the Club in relation to the use of the Premises for the Club's purposes and/or the remodel of the Center, it shall do so at its sole cost and expense.

d. Project Funding The Work shall be subject to the following funding requirements:

## Exhibit 1

(i) Prior to commencing the Work, the Club shall have secured grants, pledges and other funding or promises of funding equal to one hundred percent (100%) of the Center's projected total project costs or provide a guarantee from a financial institution approved by the City for same. Prior to commencing the Work, the City may, in its sole discretion and at the City's sole expense, require a third-party review to be conducted of the Club's estimated cost to remodel the Center to confirm the adequacy of the Club's fundraising. The third party may be selected by the Club, subject to the approval of the City; or, selected by the City subject to the approval of the Club. The City shall exercise its option to conduct the third-party cost review by providing written notice to the Club of its desire to do so on or prior to the date this Lease is executed.

(ii) The Club shall keep a strict accounting of the actual costs related to the initial development and remodeling of the Center. Such accounting shall identify, by task item, the actual costs expended by the Club or any other party toward site development or construction (the "Total Development Costs"). In the event the Gym is constructed, Total Development Costs shall also include the actual costs related to the development and construction of the Gym. Upon completion of the Work, the Club shall provide a copy of the Total Development Costs accounting to the City. Because the City is subject to annual audit by the State of Washington, the Club may be called upon to furnish, and shall furnish, to the City or State Auditor, invoices and other financial documentation to substantiate the costs related to the development and remodeling of the Center.

e. Timeliness. Time is of the essence, and the Club shall complete the Work as follows:

(i) The Work shall commence no later than January 1, 2011; provided that, the City may grant extensions as required if the Club demonstrates, in the City's sole discretion, that it has engaged in good faith efforts to raise the funds required to complete the Work or to otherwise complete the tasks necessary to begin the Work and has reasonable expectations for doing so. The length of any extension granted by the City pursuant to this subsection shall be determined by the City, in its sole discretion, based upon the facts and circumstances of the Club's request for such extension.

(ii) If the Club has not commenced the Work by January 1, 2011, and the City determines that the Club has not engaged in good faith efforts to do so within a reasonable time, then the City may terminate the Club's right to use the Premises and this Agreement; provided that, this Agreement shall be extended to the extent of any delay in the completion of the Center caused by an act of God, labor strikes, declarations of or acts of war or terrorism, or by actions of the City or by any delay caused by permit or land use appeals,

## Exhibit 1

including both administrative and judicial appeals, related to the remodel of the Center and use of the Premises as contemplated by this Agreement; and provided further that, the City may grant an extension if the Club demonstrates, in the City's sole discretion, that it has engaged in good faith efforts to complete the Work and has reasonable expectations for meeting such goals. The length of any extension granted by the City pursuant to this Subsection shall be determined by the City, in its sole discretion, based upon the facts and circumstances of the Club's request for such an extension.

(iii) In the event that the Club does not meet the timeliness provisions set forth above, the City may immediately terminate this Agreement, with no obligation to provide notice and/or time to cure and with no obligation to reimburse the Club for costs, and, the Club shall be solely responsible for immediate repayment to the City of all reasonable planning and construction costs expended by the City in preparation for the construction of the Center.

f. Ownership of the Work. The Club shall, for the term of this Agreement, own all improvements constructed by the Club. Upon the termination of this Agreement, all rights and interests in the Premises and any improvements then existing thereon shall become the property of the City.

g. Assignment. Obligations or rights of the Club under this Agreement may not be assigned, subleased, or otherwise transferred by the Club without the prior written consent of the City, which consent shall not be unreasonably withheld.

h. Construction of Gym. The parties acknowledge that each of them desire for the Club to construct during the term of the Lease an approximately 8,000 square foot gymnasium (the "Gym") on the Premises adjacent to the Center. The Gym is intended to augment the services that the Club will provide in the Center and will serve primarily as a recreation center for children and teens. No less than ninety (90) days prior to commencing construction on the Gym, the Club shall notify the City of its intent to commence construction of the Gym. The parties agree that at that time, they will amend the Lease, if and as necessary, to accommodate the construction and operation of the Gym. The terms of such amendments are not intended to substantially alter the terms of the Lease, but only to facilitate the construction and operation of the Gym under the Lease. Nothing in this paragraph shall be deemed to obligate the Club to construct the Gym.

## 5. CITY'S USE PRIVILEGES.

## Exhibit 1

a. As additional consideration for this Agreement, the Club hereby agrees that the City shall have rights to use the Premises as follows:

(i) The City shall have first rights to use the Premises and the equipment therein during the hours of each day that both public high schools and middle/junior high schools are in session (hereafter designated as “School Hours”); provided that the City shall not have access to those offices and staff areas of the Premises reserved for exclusive use by the Club as approved by the Center Operation Committee (created in Section 12(a) below) or the sound recording studio that the Club intends to install on the Premises; and provided further that the Club shall have exclusive use of those areas of the Center that are approved in advance by the Center Operating Committee. The City shall exercise its first rights to use the Premises by providing to the Club a six-month schedule showing the dates and hours and identifying the specific space within the Center that it has reserved (the “City Reservation Schedule”). The City Reservation Schedule shall be provided to the Club no less than 30 days prior to the date it goes into effect. Any space or time not identified on the City Reservation Schedule shall be available to the Club for its own use or for letting out to third parties.

(ii) The City may also use the Premises during non-School Hours from time to time, and free of charge, with the permission of the Club. Such permission shall not be unreasonably denied by the Club. The City shall not have access to those offices and staff areas of the Center reserved for exclusive use by the Club as approved by the Center Operation Committee.

(iii) The Club shall have the right to use the Center during School Hours provided such use does not interfere with the City’s use of the Premises, and provided that the Club’s use is for purposes connected with the operation of the Center, unless otherwise agreed by both parties.

b. Program Use. Programs or activities that are inconsistent with City policies or City Council directive shall not be provided in the Center or elsewhere on the Premises. Upon written notice of such objection by the City, the Club shall temporarily modify or defer implementing such objectionable programs or activities to meet the City’s concerns until the parties have resolved the dispute through the procedures provided in Section 12. If new programs or activities are to be introduced in the Center outside the annual review process, described in Section 12 below, the Club shall provide at least two weeks advance notice of such programs or activities pursuant to Section 27 below, and if the City objects to the program or activity, the parties shall use their best efforts to resolve such agreements. However, if the parties are unable to do so, the modification or deferral process set forth in this Subsection 5(b)(i) shall apply to such new programs or activities in the Center.

## Exhibit 1

### 6. IMPROVEMENTS.

a. Alterations/Additions/Improvements. During the course of any term of this Agreement, the Club shall be permitted to make, at its own expense, any alterations, additions or improvements to the Center or Premises consistent with the programs offered by it, subject to the City's approval, as described in Section 2. The Club may remove, subject to City approval, any alteration or improvement made by the Club upon termination of this Agreement; provided that, it leaves the Premises and the Center in a safe and clean condition. Any addition or improvement made to the Center by the Club and not removed shall, upon termination of this Agreement, become the property of the City without cost to the City. Nothing shall be removed or altered that will affect the structural integrity of the Center.

b. Removal of Personal Property. At the expiration of the term or termination of this Agreement, the Club shall surrender the Premises and the Center to the City in a safe and clean condition and remove the Club's personal property. The Club shall remove all personal property within fourteen (14) days of the expiration of the term or termination of this Agreement or it shall be considered abandoned and become the property of the City. The City may dispose of such property by any reasonable means and may charge the Club for the City's disposal costs.

7. CONSTRUCTION BOND. Prior to commencing construction and/or remodel of the Center, the Club shall procure from its contractor, for delivery to the City, a good and sufficient performance and labor and materials payment bond in the amount of 100% of the awarded contract as security for the faithful performance and payment of all his/her obligations under the specifications. The bond shall be in a form acceptable to the City. Said bond shall name the City and the Club as the co-obligee(s). Surety shall be licensed to conduct business in the State of Washington and are named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

8. UTILITIES. The Club shall construct and maintain any and all utilities and associated facilities required for the Center and shall be responsible for payment of all utility expenses associated with the operation of the Center and the Premises. For purposes of this Agreement, the term "utilities" shall include telephone, internet and cable, heat, light, water, surface water, gas, power, sewer, and for all other public utilities which shall be used in or charged against the Center and the Premises during the term of this Agreement.

### 9. MAINTENANCE AND REPAIR COSTS.

## Exhibit 1

a. Routine Maintenance and Inspections.

(i) The Club shall assume responsibility for routine maintenance of the Center and the Premises. For purposes of this Subsection, “routine maintenance” shall include maintenance of all items that are not Major Capital Improvements, as defined below. Except to the extent of the City’s responsibilities in Subsection d. below, the Club shall keep the Premises in accordance with the laws of the State of Washington and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of the Club. Provided, if the Club can demonstrate to the City’s satisfaction that City program attendees caused damage to the Center, the City shall pay the actual repair expenses for damage to the Center and Premises.

b. Janitorial Services. The Club, at its own expense, shall provide janitorial services for the Center and the Premises and shall keep the Premises in a safe and clean condition, free of accumulations of dirt, rubbish, hazardous environmental contaminants, and unlawful obstructions, and shall maintain the landscaping and the Premises exterior entranceways and walkways in a safe and clean condition. Janitorial services shall include the interior and exterior of the Center.

c. Landscape Maintenance. The Club shall ensure that the landscaping on the Premises is maintained in a manner consistent with other City properties and shall be responsible for any costs related thereto. The lawn and landscaping shall be irrigated in a manner such that the grass and landscape are kept in a healthy condition throughout the year. All diseased or dead plant material shall be replaced in-kind within one growing season. The Club shall be responsible for performing regular maintenance of the existing irrigation system, including seasonal inspection and winterizing. The City shall be responsible for major repairs or replacement of the irrigation system in the event of system breakage or failure, provided however that the Club will contribute up to a maximum of \$1,000 per calendar year toward such repair or replacement costs, not to exceed \$2,500 over the term of the Lease.

d. Major Capital Maintenance and Repair. The City shall be responsible for maintaining the following elements of the Premises in good condition and repair, and if necessary replacing the same if worn or obsolete and no longer serving their intended functions (the following are referred to herein as a “Major Capital Improvements”): Center roof; exterior cladding; structural elements; heating, ventilation and air conditioning; plumbing other than remediation of stopped drains and toilets; electrical, with the exception of changing light bulbs; exterior pavement and sidewalks; fire alarm monitoring system, fire suppression/sprinkler system, and the backflow prevention assembly.

## Exhibit 1

e. Locks. The Club shall maintain the locks at the facility and provide one complete master set of keys to the City for the purposes of inspection and emergency.

f. Fire Alarm Monitoring. Although the City shall be responsible for repair and replacement of the fire alarm systems, the Club shall be responsible for costs associated with any monitoring services relating to the fire alarm systems installed in the Center.

### 10. SECURITY AND STAFFING OF CENTER.

a. Security and Staffing During Exclusive City Use. During hours that the City or the City's employees, agents, contractors or licensees are using the Center and the Club is not using the Center, the City shall be solely responsible for staffing and monitoring of activities within and around the Premises so as to avoid the risk of property damage or personal injury and to ensure that the Premises and all equipment therein are being used in a legal and safe manner.

b. Security and Staffing During Exclusive Club Use. During hours that the Club or its employees, agents, contractors or licensees are using the Center and the City is not using the Center, the Club shall be solely responsible for staffing and monitoring of activities within and around the Premises so as to avoid the risk of property damage or personal injury and to ensure that the Premises and all equipment therein are being used in a legal and safe manner.

c. Security and Staffing During Hours of Shared Use. During periods when both the City and the Club are using the Center, each party shall have staff on site who shall be responsible for overseeing the activities of their own program participants, unless otherwise approved by both parties.

11. ADDITIONAL CLUB COMMITMENTS. In further consideration of this Agreement, the Club agrees to make reasonable efforts to provide recreational programs on the Premises, in addition to the youth programs, that are intended to serve the broader Sammamish community. Such programs must be agreed to by both the Club and the City, and the Club shall have no obligation to provide additional recreational programs that compromise the Club's teen/youth programming, impose significantly greater operating costs on the Club, or put the Club at additional risk for liability.

### 12. COORDINATION OF USES; DISPUTATION RESOLUTION.

a. Center Operating Committee. The Club and the City acknowledge there is a potential for disagreement between the parties regarding the appropriateness of future programs

## Exhibit 1

and activities offered through the Center and regarding implementation of this Agreement. The City and the Club agree to use their best efforts to resolve such disagreements on a collaborative basis through the “Center Operating Committee” as established herein and, if necessary, to make use of the dispute resolution procedures in Subsection 12(b).

(i) In addition to the annual review of joint use programs and activities by the designated representatives of both parties (“Designated Representatives”) as provided in Subsection 12(c) below, the Club and the City shall appoint members to a “Center Operating Committee” who shall confer, at a minimum, on a semi-annual basis in an attempt to resolve any issues and to ensure that the use of the Center and Premises takes place on a coordinated basis. The Center Operating Committee shall be convened as frequently as necessary to discuss coordination issues and questions of interpretation of this Agreement with the goal of resolving potential disputes quickly and efficiently. The Center Operating Committee shall include an equal number of members from the Club and the City and, at a minimum, shall consist of the City of Sammamish Parks and Recreation Director and the Club’s Branch Executive Director. In the event any dispute cannot be resolved by the Center Operating Committee, the matter shall be immediately referred to the Designated Representatives identified in 12(a)(ii).

(ii) The Designated Representatives, who shall be denoted in writing by the City Manager and the President/CEO of the Club, will meet at least once a year to consider staffing levels and staff qualifications, problems, planned programs, disputes and conflicts, changes in design, development, operation, maintenance, scheduling, and other policy issues resulting from the operation of the Center. The meeting shall also include a description by the Club of the type and contents of programs, functions and activities planned for the Center during the next twelve months. If the Designated Representatives are unable to reach a solution on a particular matter, it will be referred to the City Manager and the President/CEO of the Club.

(iii) Prior to the annual meeting of the Designated Representatives, the Center Operating Committee will prepare a proposed schedule for use of the Center in the ensuing year for approval by the Designated Representatives. Once approved, the schedule will be substantially modified only when agreeable to both parties.

(iv) At least once per year the Designated Representatives shall convene a joint meeting of the City of Sammamish Youth Board and the Boys & Girls Club Keystone, or teen leadership Board, to discuss programs, facility improvements, funding, and any other issues of interest to the youth advisory groups. Additional meetings may be scheduled as deemed necessary.

## Exhibit 1

b. Dispute Resolution. If either party claims that the other party has breached any term of this Agreement, or if one of the parties elects to trigger the dispute resolution process in anticipation of or as a part of the annual review, or in the event of disputes or disagreements under this Agreement, the following procedures shall be followed if and when informal communications, such as telephone conversations, fail to satisfy the claiming party and the Center Operating Committee has determined that it cannot resolve the dispute:

(i) The claiming party's Designated Representative shall provide a written notice to the other party's Designated Representative of the alleged breach. The notice shall identify the act or omission at issue and the specific term(s) of this Agreement that the complaining party alleges was violated.

(ii) The responding party's Designated Representative shall respond to the notice in writing within fifteen (15) working days. The response shall state that party's position as well as what, if any, corrective action the responding party agrees to take.

(iii) The complaining party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any corrective action shall be taken within fifteen (15) days of receipt of the responding party's reply unless otherwise mutually agreed. If dissatisfied, the complaining party shall call an in-person meeting. Otherwise, the matter shall be considered closed. The meeting shall occur within a reasonable period of time and shall be attended by the Designated Representative of each party, and such others as the parties may invite.

(iv) If the issue is not resolved within thirty (30) days, then either party may require, in writing, that the matter shall be reviewed in a non-binding, structured mediation process developed on a cooperative basis by the parties, and the parties shall consider in good faith any recommendations or settlements arising from such process.

(v) All of the steps preceding shall be a prerequisite to either party suing under this Agreement for breach, specific performance, or any other relief related to this Agreement, except that either party may seek an injunction to prevent irreparable harm.

### 13. INDEMNIFICATION/HOLD HARMLESS.

a. Club's Indemnification/Hold Harmless. The Club shall protect, defend, indemnify, and hold harmless the City, its officers, officials, employees, and agents, from any

## Exhibit 1

and all claims, demands, suits, penalties, losses, damages, judgments, attorney's fees, and/or costs of any kind whatsoever (together, "Claims"), arising out of or in any way resulting from acts or omissions of the Club, its officers, employees, agents, and/or subcontractors, in the remodel, operation, oversight, staffing or other use of the Premises. The Club's obligations under this Section shall include, but not be limited to:

(i) the duty to promptly accept tender of defense and provide defense to the City, its officers, officials, employees, and agents at the Club's own expense;

(ii) indemnification for such claims whether or not they arise from the sole negligence of the Club or the concurrent negligence of the Club and another party (other than the City);

(iii) the duty to indemnify and defend the City, its officers, officials, employees, or agents from any claim, demand, and/or cause of action brought by or on behalf of any of the Club's employees or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Club's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the City, its officers, officials, employees and agents only, and only to the extent necessary to provide the City, its officers, employees and agents, with a full and complete indemnity and defense of claims made by the Club's employees. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

In the event that the City including its officers, officials, employees and agents, incurs attorney's fees and/or costs in the defense of claims for damages within the scope of this Section, such fees and costs shall be recoverable from the Club. In addition, the City, including its officers, officials, employees and agents, shall be entitled to recover from the Club attorney's fees and costs incurred to enforce the provisions of this Section 13.

b. Club's Contractor Indemnification/Hold Harmless. The Contractor(s) selected by the Club to perform the remodel shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further

## Exhibit 1

specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

c. City's Indemnification/Hold Harmless. The City shall protect, defend, indemnify, and hold harmless the Club, its officers, officials, employees, and agents, from any and all Claims, arising out of or in any way resulting from acts or omissions of the City, its officers, officials, employees, agents, and/or subcontractors, in the remodel, operation, oversight, staffing or other use of the Premises. The City's obligations under this Section shall include, but not be limited to:

(i) the duty to promptly accept tender of defense and provide defense to the Club, its officers, officials, employees, and agents at the City's own expense;

(ii) indemnification for such claims whether or not they arise from the sole negligence of the City or the concurrent negligence of the City and another party (other than the Club);

(iii) the duty to indemnify and defend the Club, its officers, officials, employees, and agents from any claim, demand, and/or cause of action brought by or on behalf of any of the City's employees or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the City's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the Club, its officers, officials, employees and agents only, and only to the extent necessary to provide the Club, its officers, employees and agents, with a full and complete indemnity and defense of claims made by the City's employees. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

In the event that the Club including its officers, officials, employees and agents, incurs attorney's fees and/or costs in the defense of claims for damages within the scope of this Section, such fees and costs shall be recoverable from the City. In addition, the Club, including its officers, officials, employees and agents, shall be entitled to recover from the Club attorney's fees and costs incurred to enforce the provisions of this Section 13.

c. Concurrent Liability. The responsibility for any Claims arising out of the joint or concurrent acts or omissions of the Club and the City shall be borne by each party in proportion to their respective contribution to the Claim, and no right of indemnification shall exist for either party beyond the extent of the Claim caused by its own negligence or intentional misconduct.

## Exhibit 1

Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

### 14. INSURANCE.

a. Club's Insurance Obligations. The Club agrees to maintain Commercial General Liability insurance acceptable to the City covering injuries to persons and damage to property, with the City included as an Additional Insured covering all of the activities pertaining to this Agreement. In addition, the Club shall maintain property insurance covering the replacement costs of all improvements installed as part of the Work in form acceptable to the City. By requiring such insurance coverage, the City shall not be deemed to, or construed to, have assessed the risks that may be applicable to the Club in this Agreement. The Club shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

(i) Scope and Limits of Insurance. Coverage shall be at least as broad as:

(A) Property Insurance: ISO Causes of Loss – Special Form, including Theft, as part of the Commercial Property Insurance insuring the improvements installed as part of the Work in an amount sufficient to cover the entire replacement cost thereof, without coinsurance.

(B) General Liability: Insurance Services Office form number (CG00 01 Ed. 12-07) covering Commercial General Liability, with a limit of not less than \$1,000,000 combined single limit per occurrence, \$3,000,000 aggregate. The policy shall include but not be limited to:

(1) coverage for Premises and operations;

(2) contractual liability (including specifically liability assumed herein);

(3) Employers Liability (“Stop-Gap” coverage).

(C) Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 03-06) Covering Business Automobile Coverage, symbol 1 “any auto”; or the combination of symbols 2, 8, and 9, for a limit of not less than \$1,000,000 combined single limit per occurrence.

## Exhibit 1

(D) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington statutory limits.

ii. Deductibles. The deductible of the insurance coverage shall not limit or apply to the City and shall be the sole responsibility of the Club.

iii. Other Insurance Provisions. The insurance coverages required by this Agreement are to contain or be endorsed to contain the following provisions where applicable:

(A) Liability Coverages.

(1) The City, its officers, officials, employees, and agents are to be included as Additional Insured as respects: liability arising out of activities by or on behalf of the Club in connection with this Agreement.

(2) To the extent of the Club's negligence, insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees, and agents shall not contribute with the Club's insurance or benefit the Club in any way.

(3) The Club's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) All Policies. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days' prior written notice has been given to the City.

(C) Acceptability of Insurers. Unless otherwise consented to by the City, insurance coverage is to be placed with insurers with a Best's rating of no less than AVII, or, if not rated by Best's, with minimum surpluses the equivalent of Best's surplus size VII.

(D) Verification of Coverage. The Club shall furnish the City with certificates of insurance and endorsements required by this Agreement. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the

## Exhibit 1

City and are to be received and approved by the City prior to the commencement of activities associated with this Agreement. The City reserves the right to require complete certified copies of all required policies at any time.

(E) Application of Insurance Proceeds. In case of any insurance policies as described in Subsection 14.a.(i)(A), the application of the proceeds from damage or loss to property shall be applied as follows: for the purposes of defraying the cost of repairing, restoring, replacing and/or rebuilding the Center and other improvements on the Premises as provided in Subsection 26.a unless the Club elects termination pursuant to Subsection 26.c. in which case the City shall be included as a “Loss Payee as its interests may appear” on the Club’s property insurance covering the improvements.

All insurance required to be carried by the Club pursuant to this Section 14.a. is referred to herein as the “Club’s Insurance.”

b. Club’s Contractor Obligations. The Contractor(s) selected by the Club to perform the Remodel shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

(i) No Limitation. Contractor’s maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

(ii) Scope and Limits of Insurance. The Contractor shall obtain insurance of the types described below:

(A) Automobile Liability. Insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(B) Commercial General Liability. Insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO

## Exhibit 1

form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

(C) Workers' Compensation coverage. As required by the Industrial Insurance laws of the State of Washington.

(iii) Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

(A) Automobile Liability Insurance: a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

(B) Commercial General Liability insurance: shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

(iv) Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

(A) The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

(B) The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

(v) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

(vi) Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily

## Exhibit 1

limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

(vi) Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request the City, the Contractor shall provide evidence of such insurance.

c. City's Insurance Obligations. The City agrees to maintain Commercial General Liability insurance covering injuries to persons and damage to property, covering all of the activities pertaining to this Agreement. In addition, the City shall maintain property insurance covering the replacement costs of the Center (excluding improvements installed as part of the Work) in form acceptable to the City. The City agrees to provide an Evidence of Coverage Letter to the Club naming the required coverages. By requiring such insurance coverage, the Club shall not be deemed to, or construed to, have assessed the risks that may be applicable to the City in this Agreement. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits broader coverage than its herein specified.

(i) Scope and Limits of Insurance. Coverage shall be at least as broad as:

(A) Property Insurance: ISO Causes of Loss – Special Form, including Theft, as part of the Commercial Property Insurance insuring the Center in an amount sufficient to cover the entire replacement cost thereof, without coinsurance other than the insurance covering the improvements installed by the Club described in Subsection a. above.

(B) General Liability: Insurance Services Office form number (CG00 01 Ed. 12-07) covering Commercial General Liability, with a limit of not less than \$1,000,000 combined single limit per occurrence, \$3,000,000 aggregate. The policy shall include but not be limited to:

(1) coverage for Premises and operations;

(2) contractual liability (including specifically liability assumed herein);

(3) Employers' Liability ("Stop-Gap" coverage).

(C) Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 03-06) Covering Business Automobile Coverage, symbol 1 "any auto";

## Exhibit 1

or the combination of symbols 2, 8, and 9, for a limit of not less than \$1,000,000 combined single limit per occurrence.

(D) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington statutory limits.

ii. Deductibles. The deductible of the insurance coverage shall not limit or apply to the Club and shall be the sole responsibility of the City.

iii. Other Insurance Provisions. The insurance coverages required by this Agreement are to contain or be endorsed to contain the following provisions where applicable:

(A) Liability Coverages.

(1) The City will provide the Club with an Evidence of Coverage Letter naming the required liability coverages.

(2) To the extent of the City's negligence, insurance coverage shall be primary insurance as respects the Club, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the Club, its officers, officials, employees, and agents shall not contribute with the City's insurance or benefit the City in any way.

(3) The City's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) All Policies. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days' prior written notice has been given to the Club.

(C) Acceptability of Insurers. The Club acknowledges that the City participates in an insurance pool with the Washington Cities Insurance Authority ("WCIA"). The Club consents to the coverage under WCIA. In the event the City changes insurers, the City's insurance coverage is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated by Best's, with minimum surpluses the equivalent of Best's surplus size VII.

(D) Verification of Coverage. The City shall furnish the Club with the Evidence of Coverage Letter required by this Agreement. The Evidence of Coverage

## Exhibit 1

Letter is to be signed by a person authorized by that insurer to bind coverage on its behalf. The Club reserves the right to require complete certified copies of all required policies at any time.

(E) Application of Insurance Proceeds. In case of any insurance policies as described in Subsection 14.b.(i)(A), the application of the proceeds from damage or loss to property shall be applied as follows: for the purposes of defraying the cost of repairing, restoring, replacing and/or rebuilding the Center and other improvements on the Premises as provided in Subsection 26.a. unless the City elects termination pursuant to Subsection 26.b.

All insurance required by this Section 14.b. shall be referred to herein as the “City’s Insurance”.

(F) Waiver of Subrogation. The Club and the City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or the Center. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

### 15. HAZARDOUS SUBSTANCES.

a. Club Activities and Indemnification. The Club shall not, without first obtaining the City’s prior written approval, generate, release, spill, store, deposit, transport, or dispose of (collectively “Release”) any hazardous substances, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances, hazardous materials, toxic substances, or any pollutants or substances defined as hazardous or toxic as defined by applicable federal, state, and local laws, regulations, or agencies in any reportable quantities (“Hazardous Substances”) in, on or about the Premises. In the event, and only in the event, that the Club Releases such Hazardous Substances on or about the Premises under the provisions of this Section 15, the Club agrees that such Release shall occur safely and in compliance with all applicable federal, state, and local laws and regulations. The Club shall indemnify, hold harmless, and defend the City from any and all claims, liabilities, losses, damages, cleanup costs, response costs, and expenses, including reasonable attorney’s fees arising out of or in any way related to the Release by the Club, or any of its agents, representatives, employees, or authorized users.

b. City Representations, Activities and Indemnification. The City represents and warrants that to the best of its knowledge, no Hazardous Material has been or shall be discharged, dispersed, released, stored, treated, generated, disposed of, or allowed to escape on, under, or from the Premises prior to the Commencement Date. The City has not and shall not generate, release, spill, store, deposit, transport, or dispose of (collectively “Release”) any

## Exhibit 1

hazardous substances, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances, hazardous materials, toxic substances, or any pollutants or substances defined as hazardous or toxic as defined by applicable federal, state, and local laws, regulations, or agencies in any reportable quantities (“Hazardous Substances”) in, on or about the Premises. The City shall indemnify, hold harmless, and defend the Club from any and all claims, liabilities, losses, damages, cleanup costs, response costs, and expenses, including reasonable attorney’s fees arising out of or in any way related to the Release by the City, or any of its agents, representatives, employees, or authorized users, or the presence of such Hazardous Substances in, on or about the Premises or migrating through or emanating from the Premises prior to the Commencement Date.

16. RIGHT OF INSPECTION. The City shall have the right to inspect the Premises and the Center during reasonable hours at any time during the term of this Agreement to insure compliance with the provisions of this Agreement. When reasonably necessary for such purposes, the City may temporarily alter access to the Premises. Mutual prior consent is required for any such closures extending beyond two days.

17. LIENS. The Club covenants and agrees that it shall not during the term of this Agreement suffer or permit any lien, charge, security interest or encumbrance (collectively, “Liens”) to be attached to, upon or against the Premises, or any portion thereof, or any rent payable under this Agreement for any reason, including without limitation, Liens arising out of the possession, use, occupancy, construction, repair, or rebuilding of the Premises or by reason of the furnishing of labor, services, materials or equipment to the Premises of the Club. Notwithstanding the foregoing, the Club shall have the right to contest in good faith the validity of any lien or claim against the Premises so long as, if requested to do so by the City, the Club posts a bond or other adequate security in an amount equal to one hundred twenty-five percent (125%) of the amount of the lien or claim being contested. The Club shall, defend, indemnify, and hold the City harmless from and against all claims arising out of or relating to any such Lien, except to the extent such Lien arises from the acts or omissions of the City. The City shall provide written notice of any such claims to the Club within five (5) days after the City receiving notice thereof, and the Club shall defend such claims at its sole cost by counsel reasonably satisfactory to the City. Notwithstanding the Club’s obligation to defend the City as stated herein, the City shall retain the right to participate in said defense. The Club’s obligations pursuant to this Section 17 shall survive the expiration or earlier termination of this Agreement.

18. SIGNS AND NAMING.

a. Signs. All signs or symbols placed anywhere externally on the leased Premises shall be subject to the prior approval of the City, which shall not be unreasonably

## Exhibit 1

withheld. If any signs are permitted by the City, such signs shall be removed by the Club at the termination of the Agreement. All signs shall meet all applicable zoning codes of the City of Sammamish.

b. Naming. Before naming the Center or any room, space, or area within the Center, the Club shall obtain the approval of the City, which approval shall not be unreasonably withheld.

19. PERSONAL PROPERTY TAXES. The Club shall pay promptly when due all taxes assessed during the term of this Agreement upon the Club's fixtures, furnishings, equipment, and stock in trade, upon the Club's leasehold interest under this Agreement, or upon any other personal property situated in or upon the leased Premises. In the event any governmental authority, during the term of this Agreement shall levy any tax upon rentals, this Lease or any part thereof, then the Club shall promptly pay such charge.

20. REAL PROPERTY TAXES. In the event that either party is determined to be subject to real property taxes, the taxed party shall be solely responsible for such assessments.

21. LEASEHOLD EXCISE TAX. As the Premises and the Center are publicly owned property, the Agreement is subject to a leasehold excise tax under Ch. 82.29A RCW. Upon taking possession, the Club shall complete the necessary paperwork to receive an exemption from the leasehold excise tax. In the event the State of Washington makes any demand upon the City for payment of any tax resulting from the Club's use or occupancy of the Premises, including but not limited to any leasehold interest created thereby under RCW 82.29A, the Club shall indemnify the City for all sums expended by the City or withheld by the State from the City in connection with such taxation.

22. GENERAL TAXES. The Club shall pay, before delinquency, all taxes, levies, and assessments of whatever kind or nature are imposed or become due during the term of this Agreement and arise from any activity on or use of the Premises pursuant to this Agreement.

23. ASSIGNMENT. Neither party shall assign or sublet its rights or responsibilities under this Agreement without authorization from the other party, which authorization shall not be unreasonably withheld. Neither assignment nor sublease shall relieve the Club from its liability or obligations under this Agreement. A consent to one assignment or subletting shall not be deemed a consent or waiver to any subsequent assignment or subletting.

## Exhibit 1

24. SEVERABILITY. If any term of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected but will continue in full force.

25. NON-WAIVER. Failure of either party to insist upon the strict performance of any term of this Agreement will not constitute a waiver or relinquishment of any party's right to thereafter enforce such term.

24. INTEGRATION. This writing contains all terms of this Agreement. It replaces all prior negotiations and agreements. Modifications must be in writing and be signed by each party's authorized representative.

25. TERMINATION.

a. Termination for City Purposes.

(i) Notwithstanding any other provision of this Agreement if, after the tenth anniversary of the Commencement Date, the City determines in good faith that it needs the Premises for City purposes, the City shall have the option to terminate this lease prior to the end of the term (the "City Early Termination Option"); provided that the City shall not exercise the City Early Termination Option until it has first considered the suitability of other available property in the City for the identified City purpose. The City shall exercise reasonable discretion in making determinations regarding the suitability of such other sites.

(ii) As a condition to exercising the City Early Termination Option, the City will provide the Club with at least one (1) year prior written notice. The City Early Termination Option shall be in addition to any rights of the City to terminate the Agreement provided elsewhere in this Agreement or as otherwise permitted by law.

(iii) If the City exercises the City Early Termination Option, the City shall pay to the Club an amount equal to the Total Development Costs (defined in section 3(d) above) minus the Amortized Value (as defined below). If the City exercises the City Early Termination Option prior to the twentieth anniversary of the Commencement Date, the City shall pay to the Club an amount equal to the payment calculated above multiplied by 120%.

b. Termination for Default. The parties are required to follow the dispute resolution process in Section 12 prior to taking steps under this Subsection to terminate for default. Only after pursuing the steps in Section 12, shall each party have the right to terminate this Agreement in the event the other party is in default of any material term or condition of this Agreement. In such event, the non-defaulting party shall provide the other party thirty (30) days'

## Exhibit 1

advance written notice specifying the basis for such determination. If the other party thereafter fails to commence reasonable steps within the thirty-day period to remedy the default, then this Agreement shall be deemed terminated; provided, however, that if the nature of the default is such that it cannot be remedied within ninety (90) days, then the Agreement shall not terminate so long as the party in default is proceeding promptly to remedy the default and does so within such additional period as may be agreed upon by the parties. This clause shall not be invoked by either party for purposes other than default. Such termination shall be subject to the following terms and conditions:

(i) If the City terminates this Agreement for default, the City shall take immediate possession of the Center and shall have no obligation to reimburse the Club in any amount. Thereafter:

(A) The Club shall be obligated to reimburse the City for the actual costs to operate the Center as described as the responsibility of the Club in Section 9, (the "Operating Funds"), for a period of no more than one (1) year commencing as of the date that the City terminates this Agreement; provided that, the City shall use good faith efforts to identify an acceptable alternative tenant to operate the Center and, if such tenant assumes operation of the Center at any point during the period that the Club is required to provide the Operating Funds, the Club shall be relieved of its obligation to provide the Operating Funds owing for the period following the date that such alternative tenant assumes operation; and provided further that, the Club shall have no obligation to provide the Operating Funds if the Club has not fully remodeled the Center prior to termination; and

(B) If, at the time this Agreement is terminated pursuant to this Subsection, the Club has not fully remodeled the Center on the Premises, the Club shall be required to compensate the City for all reasonable planning and construction costs expended by the City in preparation for the remodel of the Center and any additional costs reasonably incurred by the City.

c. Termination by Club Without Cause. The Club may terminate this Agreement without cause by providing at least one (1) year prior written notice to the City of the Club's intent to terminate pursuant to this provision. Such termination shall be subject to the following terms and conditions:

(i) The City shall not be obligated to pay any amount to the Club for any purpose and shall immediately take possession of the Premises and the Center upon the Club's termination of this Agreement.

## Exhibit 1

(ii) If, at the time that the Club terminates this Agreement without cause, the Club has not fully remodeled the Center on the Premises, the Club shall be solely responsible for immediate repayment to the City of all reasonable planning and construction costs expended by the City in preparation for the remodel of the Center and any additional costs reasonably incurred by the City to restore the Premises to the condition existing immediately prior to the Commencement Date.

d. Disposition of Fixtures. In the event of termination, subject to City approval, the Club may remove any improvements, additions, or fixtures erected in or attached to the Center as provided above in Section 7; provided that, the Club is not then in default and the removal will not cause permanent injury to the structure of the Center or the Premises.

e. Amortized Value. The phrase “Amortized Value” shall mean the amortized value of the Total Development Costs and the cost of any capital repairs paid for by the Club during the term of this Agreement, as determined using a 40-year straight line amortization formula. The amortization schedule for the Total Development Costs shall commence as of the date of the Club receives its certificate of occupancy for the rehabilitated Center. The amortization schedule for each Major Capital Repair shall begin the date such Major Capital Repair is placed in service. Notwithstanding the foregoing, in the event the Gym is constructed, the amortization period for the Gym shall not be based on a 40-year straight line formula but instead be equal to the number of years remaining in the Lease as of the date the construction of the Gym is completed, as evidenced by a certificate of occupancy.

g. Example City Early Termination Option Payment. The following calculation is intended to demonstrate the method by which the Amortized Value payment to the Club would be calculated in the event of the City exercising the City Early Termination Option.

Work received certificate of occupancy in December 2011; City terminates Agreement in 2036:

Total Development Costs = \$2,000,000  
\$2,000,000/40 = \$50,000  
\$50,000 x 25 years in service = \$1,250,000

Capital repair paid for by the Club in 2031 = \$200,000  
\$200,000/40=\$5,000  
\$5,000 x 5 years in service = \$25,000

## Exhibit 1

Amortized Value = \$1,250,000 + \$25,000 = \$1,275,000

Payment to Club equals the Total Development Costs minus Amortized Value for a total payment of \$725,000.

Note: Pursuant to Section 25(a)(iii) above, if the calculation were done for a termination prior to the 20<sup>th</sup> anniversary but after the 15<sup>th</sup> anniversary of the Commencement Date, the City's payment would equal  $\$725,000 + (\$725,000 \times 20\%) = \$870,000$

### 26. DESTRUCTION.

a. Insured Damage to City-Insured Property. If the Premises are damaged or destroyed by any casualty covered by the City's Insurance, the City shall repair such damage as soon as reasonably possible, to the extent of the available proceeds, and this Agreement shall continue in full force and effect.

b. Substantial Damage to City-Insured Property – Insufficient Proceeds. If the Premises are damaged or destroyed by any casualty covered by the City's Insurance to the extent of twenty-five percent (25%) or more of the replacement value of the City-insured portion of the Premises during the last twenty-four (24) months of the term of this Agreement, then the City may, at the City's option, either (I) repair such damage as soon as reasonably possible, in which event this Agreement shall continue in full force and effect, or (II) cancel and terminate this Agreement as of the date of the occurrence of such damage by giving the Club written notice of City's election to do so within ninety (90) days after the date of the occurrence of the damage.

c. Insured Damage to Club-Insured Property. If the Premises are damaged or destroyed by any casualty covered by the Club's Insurance, the Club shall repair such damage as soon as reasonably possible, to the extent of the available proceeds, and this Agreement shall continue in full force and effect. Alternatively, the Club may, at its option, elect not to restore the Club-insured portions of the Center, subject to the Club providing the City with written notice of such election within four (4) weeks of the receipt of the proceeds of the Club Insurance. Upon an election by the Club not to restore pursuant to this paragraph, in which case, this Agreement shall terminate.

### 27. CLUB'S PURCHASE RIGHTS.

a. Right of First Offer. The Club shall have throughout the term of this Lease a right of first offer to purchase the Property (the "Club's First Offer Right"). Prior to entering into any negotiations or agreements with a third party with respect to the sale, lease or

## Exhibit 1

other transfer of the Property, the City shall notify the Club when and if the City desires to sell the Property. Upon receipt of such notice, the Club shall have thirty (30) days to either a) notify the City that it desires to proceed in good-faith negotiations with the City with respect to the terms and conditions of the Club's purchase of the Property, other than price, which shall be the Fair Market Value, determined as set forth in paragraph 27(c) below; or b) notify the City that it does not desire to enter into negotiations with the City for the purchase of the Property, at which time the City may proceed in offering the Property to other parties.

b. Right of First Refusal. Throughout the term of this Lease, the Club shall have a right of first refusal to purchase the Property (the "Club's First Refusal Right"). If the City receives an offer from a third party (the "Offeror") to purchase, lease or otherwise transfer the Property, which offer the City desires to accept, the City shall promptly deliver to the Club a copy of such offer. The Club shall, within forty-five (45) days of receiving a copy of the offer, notify the City whether it desires to exercise the Club's First Refusal Right or not. If the Club elects not to exercise the Club's First Refusal Right, the Club's First Refusal Right shall be suspended until either 1) the Offeror closes on its purchase of the Property on the terms presented to the Club, in which case the Club's First Refusal Right shall terminate; or 2) the transaction with Offeror is terminated or changed from the terms in the offer presented to the Club, in which case the Club's First Refusal Right shall apply with respect to the revised terms and continue to apply to any subsequent third-party offer in the same manner as described above. The Club's First Refusal Right shall be for Fair Market Value, as established in paragraph 27(c) below and otherwise on the equivalent terms and conditions of the Offeror's offer. The fact that the Club has notified the City that it does not desire to negotiate with the City for its purchase the Property pursuant to the Club's First Offer Right shall in no way waive the City's obligations to present an Offeror's offer to the Club nor the Club's First Refusal Right.

c. Fair Market Value. The Club's First Offer Right and the Club's First Refusal Right shall each be a right to purchase the Property for "Fair Market Value", which shall be established pursuant to the following procedures: each party shall select an MAI appraiser, with at least 10 years of experience valuing commercial properties, who shall conduct its appraisal based on a the price a willing buyer would pay a willing seller for the Premises. Fair Market Value shall be the average of the two appraisals less an amount equal to Amortized Value, as described in paragraph 25.

d. City Right of First Refusal. In the event that the Club shall become the owner of the Property pursuant to the process identified in the preceding subsections; and, in the event that the Club shall subsequently desire to sell the Property, then the City shall have a right of first refusal to purchase the Property (the "City's First Refusal Right"). If the Club receives an offer from a third party (the "Offeror") to purchase, lease or otherwise transfer the Property,

## Exhibit 1

which offer the Club desires to accept, the Club shall promptly deliver to the City a copy of such offer. The City shall, within forty-five (45) days of receiving a copy of the offer, notify the Club whether it desires to exercise the City's First Refusal Right or not. If the City elects not to exercise the City's First Refusal Right, the City's First Refusal Right shall be suspended until either 1) the Offeror closes on its purchase of the Property on the terms presented to the City, in which case the City's First Refusal Right shall terminate; or 2) the transaction with Offeror is terminated or changed from the terms in the offer presented to the City, in which case the City's First Refusal Right shall apply with respect to the revised terms and continue to apply to any subsequent third-party offer in the same manner as described above. The City's First Refusal Right shall be for Fair Market Value, as established in paragraph 27(c) above and otherwise on the equivalent terms and conditions of the Offeror's offer. The fact that the City has notified the Club that it does not desire to negotiate with the Club for its purchase of the Property pursuant to the City's First Offer Right shall in no way waive the Club's obligations to present an Offeror's offer to the City nor the City's First Refusal Right.

28. NOTICES. Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally during normal business hours to the party to whom such communication is directed, or three (3) days after being sent by regular mail, to the appropriate party at the following address:

If to the Club:                    President/CEO  
Boys and Girls Clubs of King County  
603 Stewart Street, No. 300  
Seattle, Washington 98101-1313

If to the City:                    City Manager  
City of Sammamish  
801 228th Avenue SE  
Sammamish, WA 98075

and to:                               Parks and Recreation Director  
City of Sammamish  
801 228th Avenue SE  
Sammamish, WA 98075

29. JURISDICTION, VENUE, AND GOVERNING LAW. The parties hereto, their successors and assigns, hereby consent to the jurisdiction and venue of the King County Superior

## Exhibit 1

Court, State of Washington, for the determination of any dispute that may arise pursuant to the terms of this Agreement and other agreements contained herein to the extent not resolved pursuant to Section 12 above. All the rights and remedies of the respective parties shall be governed by the provisions of this instrument and by the laws of the State of Washington as such laws relate to the respective rights and duties of school City's and the Club.

30. SECTION HEADINGS. The paragraph headings used in the Agreement are for the convenience of the parties. In the event of a conflict between a paragraph heading and the text of a particular paragraph, the written text shall prevail.

31. HEIRS AND SUCCESSORS. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Agreement shall be binding upon the heirs, legal representatives, successors, and assigns of any or all of the parties hereto.

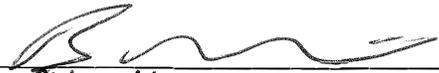
32. ADMINISTRATION. The Club and the City anticipate that terms of this Agreement may need to be modified in the future. The Club President/CEO and the City Manager are hereby authorized to approve mutually agreed upon written amendments to this Agreement and to supplement this Agreement where necessary to improve the administration of this Agreement and the collaboration between the parties.

33. COUNTERPARTS. The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

**Exhibit 1**

IN WITNESS, both the City and the Club have caused this Agreement to be executed by authorized officers.

CITY OF SAMMAMISH

By   
Its City Manager

Date: November 2, 2010

BOYS AND GIRLS CLUBS OF KING COUNTY

By   
Its President/CEO

Date: 11/1/10





**Exhibit 1**

EXHIBIT A

Legal Description of the Property

The East Half of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 28, Township 25 North, Range 6 East, Willamette Meridian, in King County, Washington;

Except the East 42 feet thereof conveyed to King County for 228th Ave N.E. by deed recorded under recording number 7502260463; and

Except the North 335.02 feet thereof; and

Except that portion thereof conveyed to King County by deed recorded under recording number 9801281344.

(Being known as a portion of parcel B of King County boundary line adjustment number L97L0115, recorded under recording number 9709249017, in King County, Washington.)

EXHIBIT B

Center Schematic

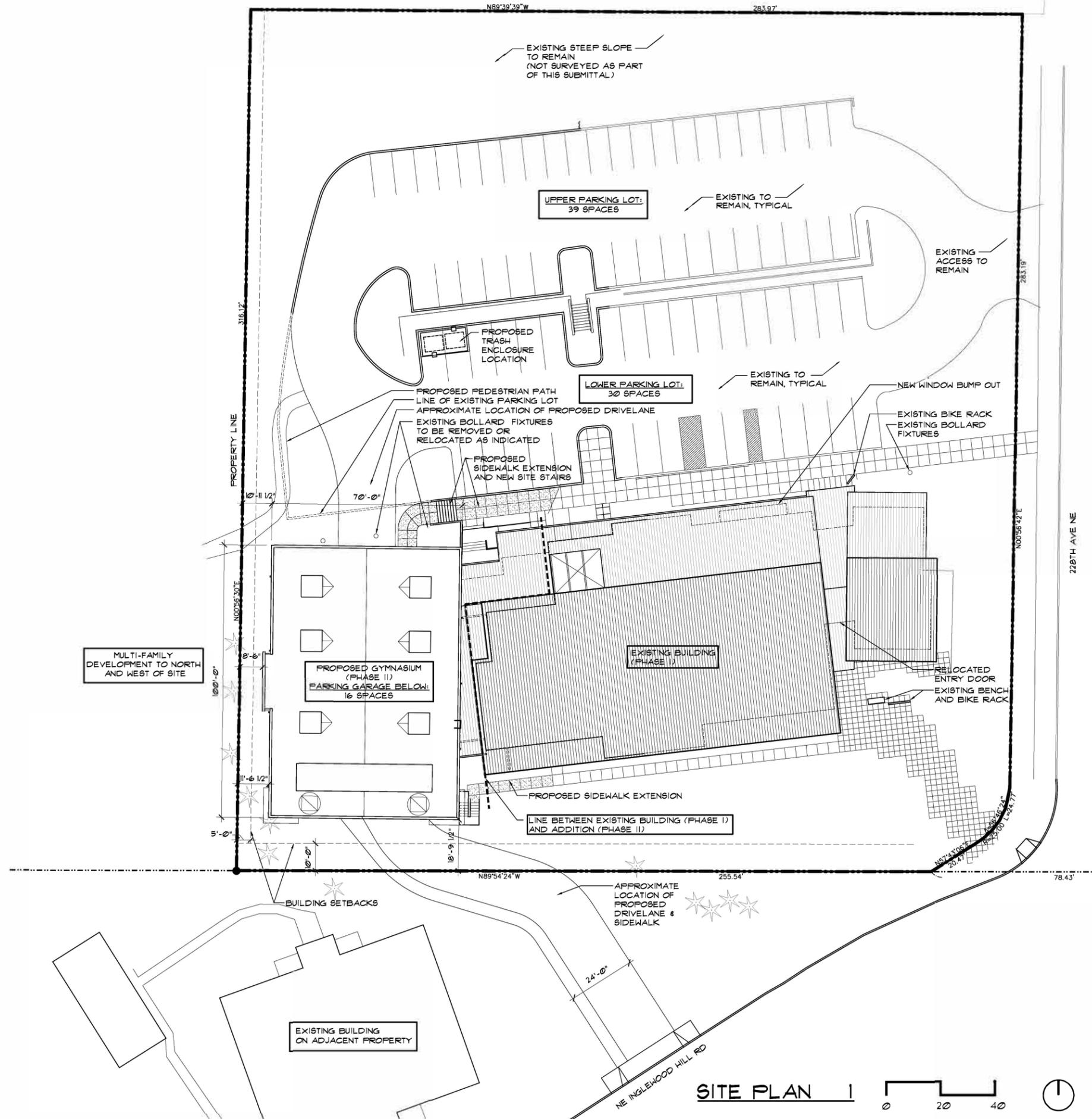
EXHIBIT B



Sammamish Boys & Girls Club EX3 Teen Center  
 Schematic Design  
 March 11th, 2010

JOHNSTON ARCHITECTS PLLC  
 p 206.523.6150 • f 206.325.9392  
 www.johnstonarchitects.com  
 100 Northlake Way, Suite 200 • Seattle, WA 98105





Johnston Architects, PLLC  
 100 NE Northlake Way,  
 Suite 200  
 Seattle, WA 98105  
 t 206.523.6150  
 f 206.523.9382

**SAMMAMISH EX3 TEEN CENTER**

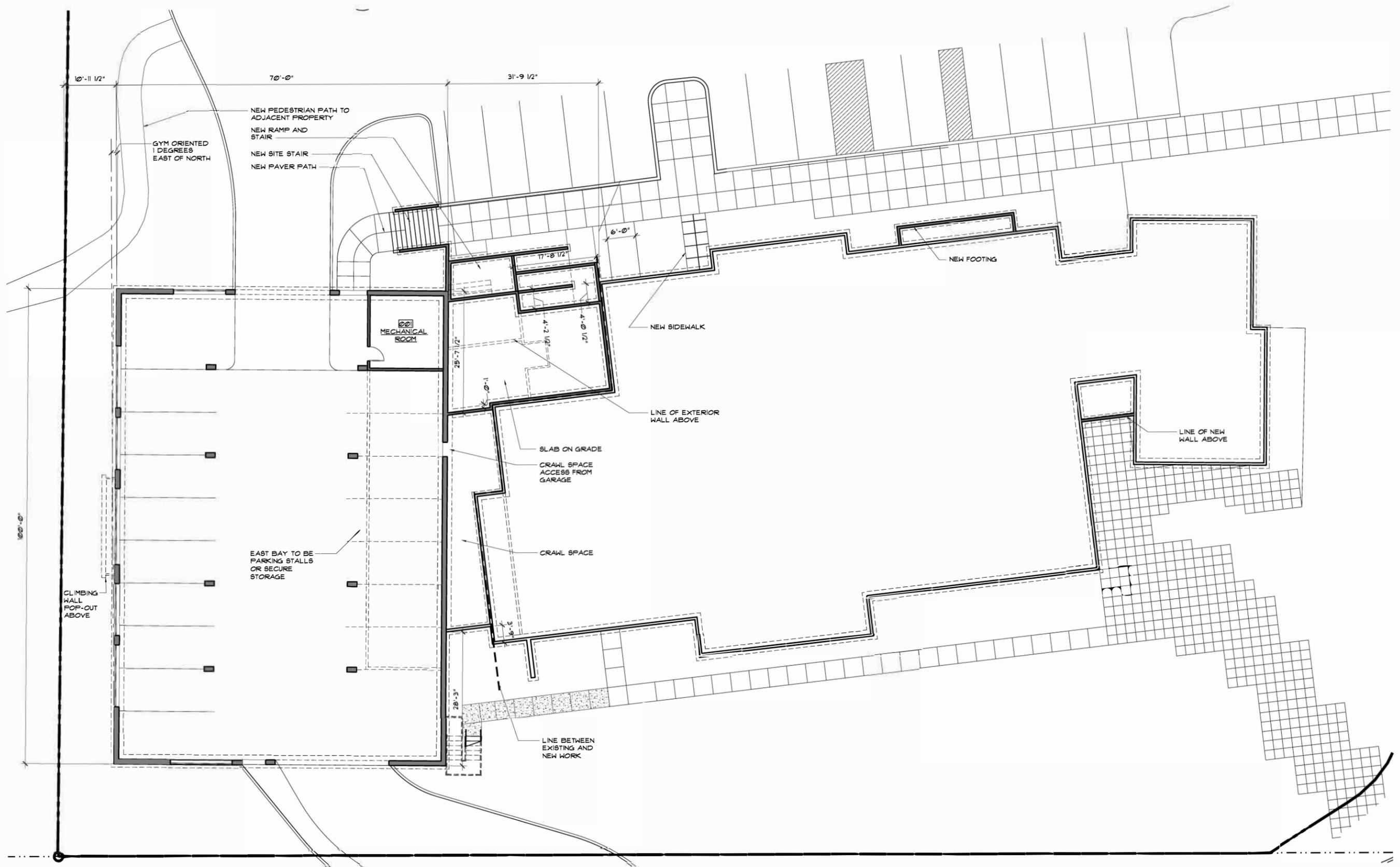
SITE : 825 228TH AVE NE  
 SAMMAMISH, WA 98074  
 OWNER: BOYS AND GIRLS CLUBS OF KING COUNTY  
 603 STEWART STREET #300  
 SEATTLE, WA 98101

DRAWING ISSUE  
 10/11/20 SCHEMATIC  
 DRAWINGS

**SITE PLAN**

**A200**





Johnston Architects, PLLC  
 100 NE Northlake Way,  
 Suite 200  
 Seattle, WA 98105  
 t 206.523.6150  
 f 206.523.9382

**SAMMAMISH EX3 TEEN CENTER**

**SITE:** 825 228TH AVE NE  
 SAMMAMISH, WA 98074  
**OWNER:** BOYS AND GIRLS CLUBS OF KING COUNTY  
 603 STEWART STREET #300  
 SEATTLE, WA 98101

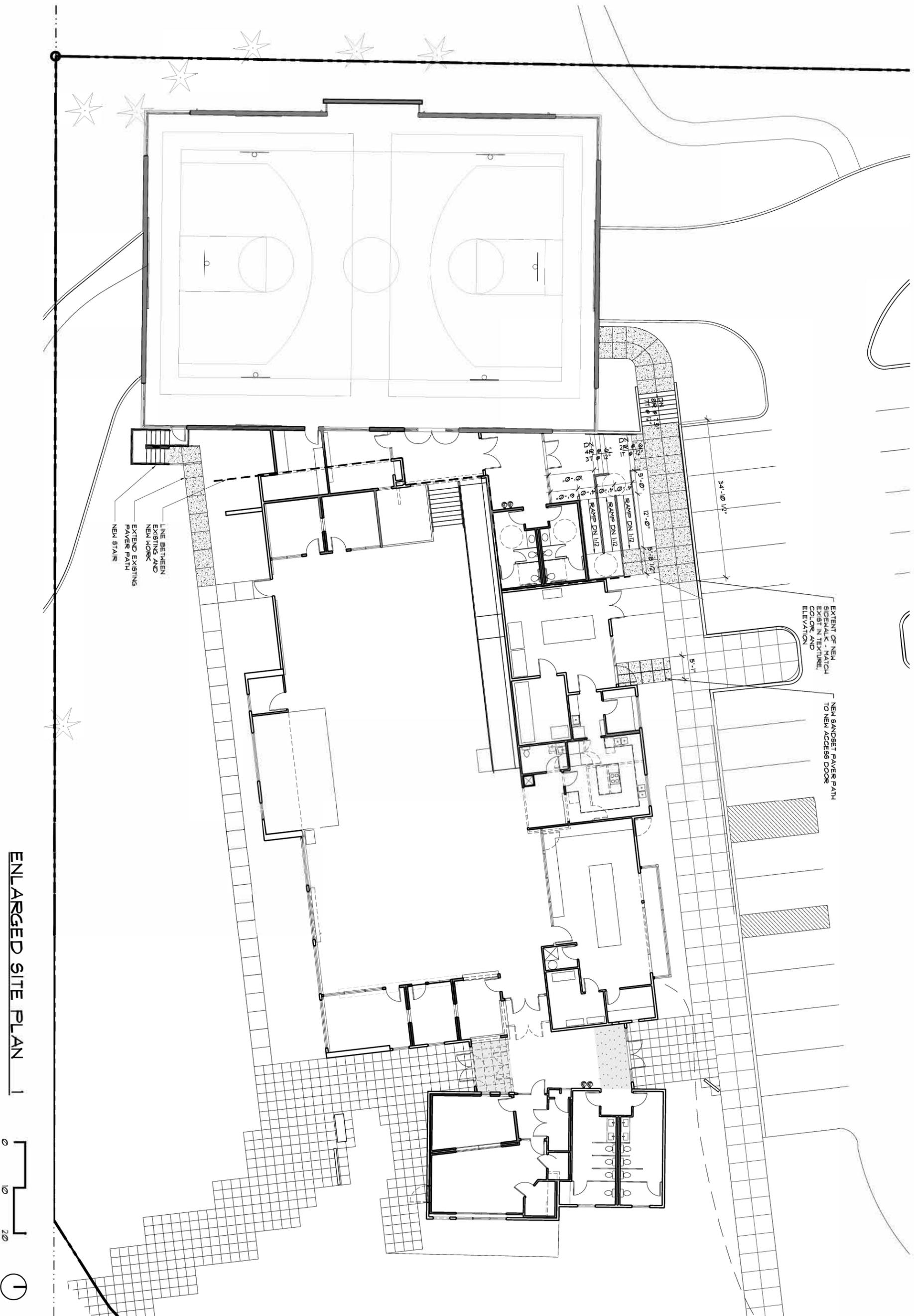
**DRAWING ISSUE**  
 10.11.10 SCHEMATIC  
 DRAWINGS

**ENLARGED  
 SITE PLAN  
 GARAGE  
 LEVEL**

**A200.2**

ENLARGED SITE PLAN 1





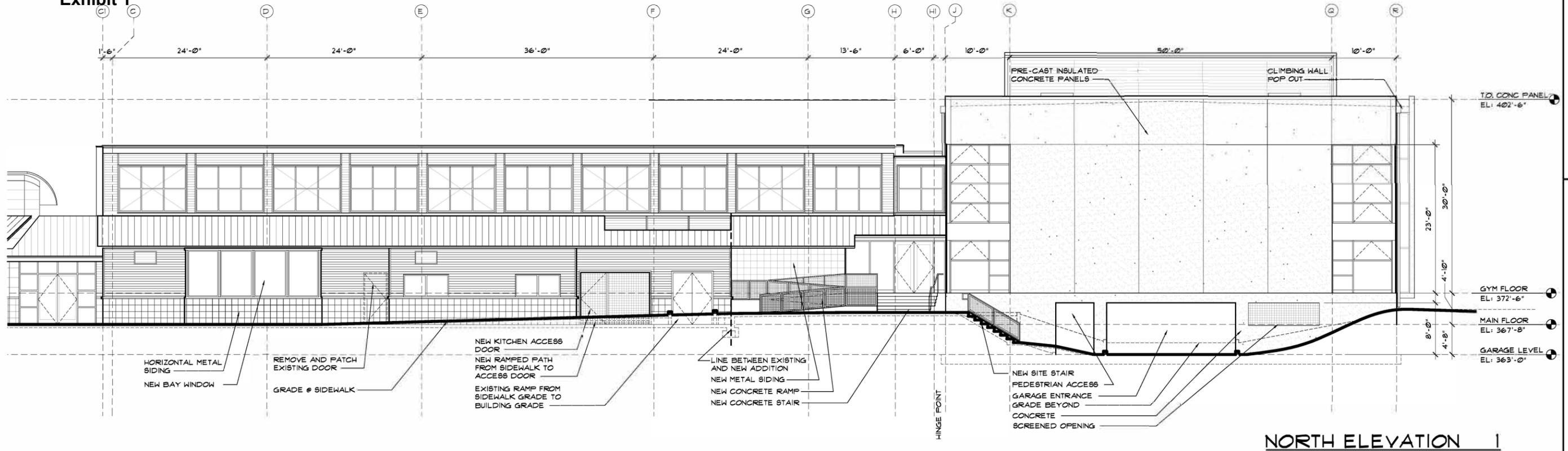
ENLARGED SITE PLAN



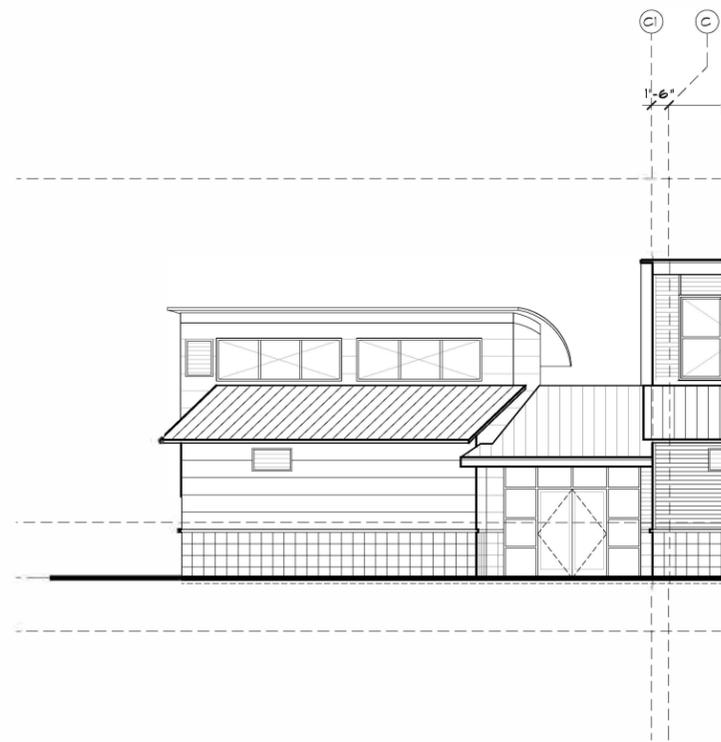
①

	Johnston Architects, PLLC 100 NE Northlake Way, Suite 200 Seattle, WA 98105 T 206.523.6150 F 206.523.9382	<p><b>SAMMAMISH EX3 TEEN CENTER</b></p> <p>SITE : 825 228TH AVE NE SAMMAMISH, WA 98074</p> <p>OWNER: BOYS AND GIRLS CLUBS OF KING COUNTY 603 STEWART STREET #300 SEATTLE, WA 98101</p>	<p>DRAWING ISSUE</p> <p>1/21/10 SCHEMATIC DRAWINGS</p>	<p>ENLARGED SITE PLAN MAIN LEVEL</p>	<p>A2000.3</p>
--	--	--	--	--	----------------

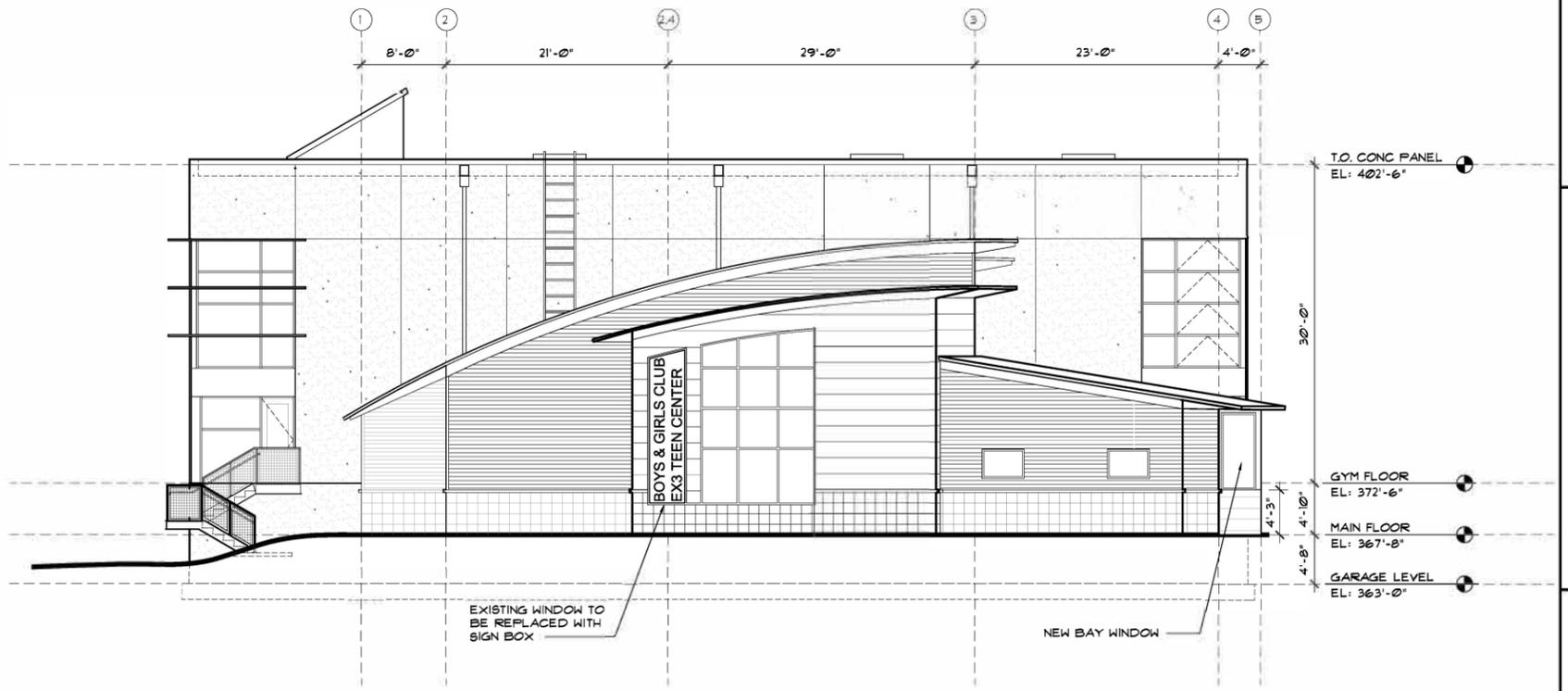
Exhibit 1



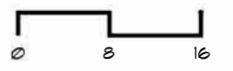
**NORTH ELEVATION 1**



**NORTH ELEVATION 3**



**EAST ELEVATION 2**



Johnston Architects, PLLC  
100 NE Northlake Way,  
Suite 200  
Seattle, WA 98105  
t 206.523.6150  
f 206.523.9382

**SAMMAMISH EX3 TEEN CENTER**

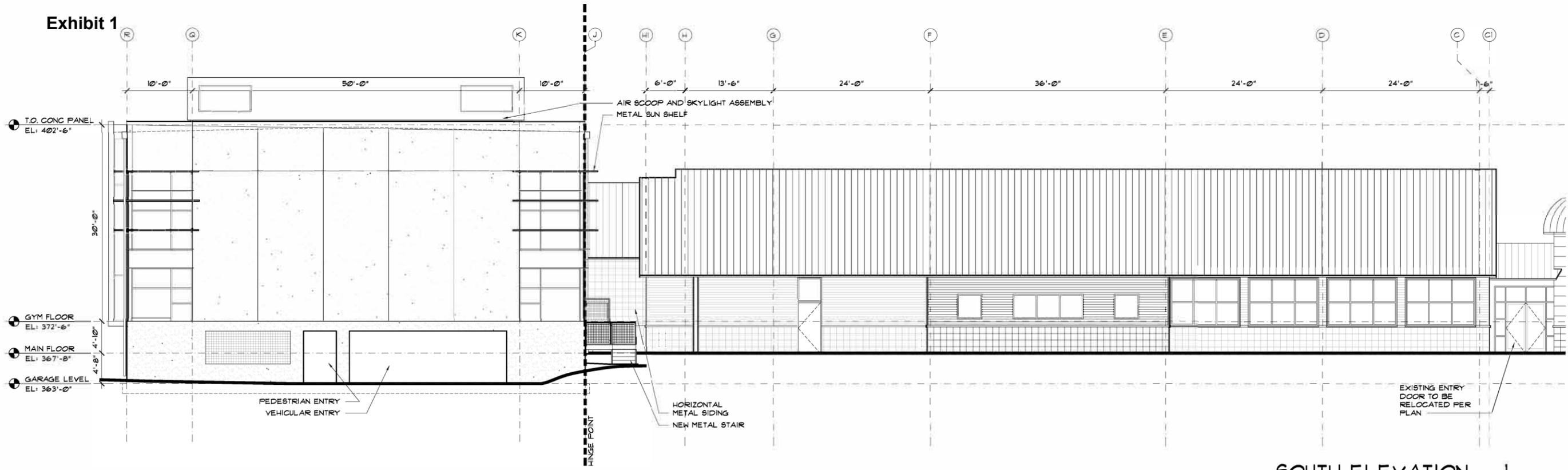
SITE: 825 228TH AVE NE  
SAMMAMISH, WA 98074  
OWNER: BOYS AND GIRLS CLUBS OF KING COUNTY  
603 STEWART STREET #300  
SEATTLE, WA 98101

DRAWING ISSUE  
10.11.10 SCHEMATIC DRAWINGS

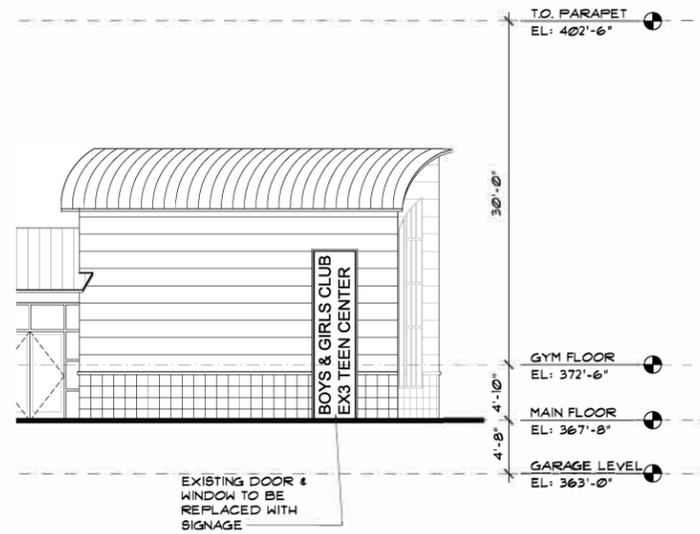
**ELEVATIONS**

A301

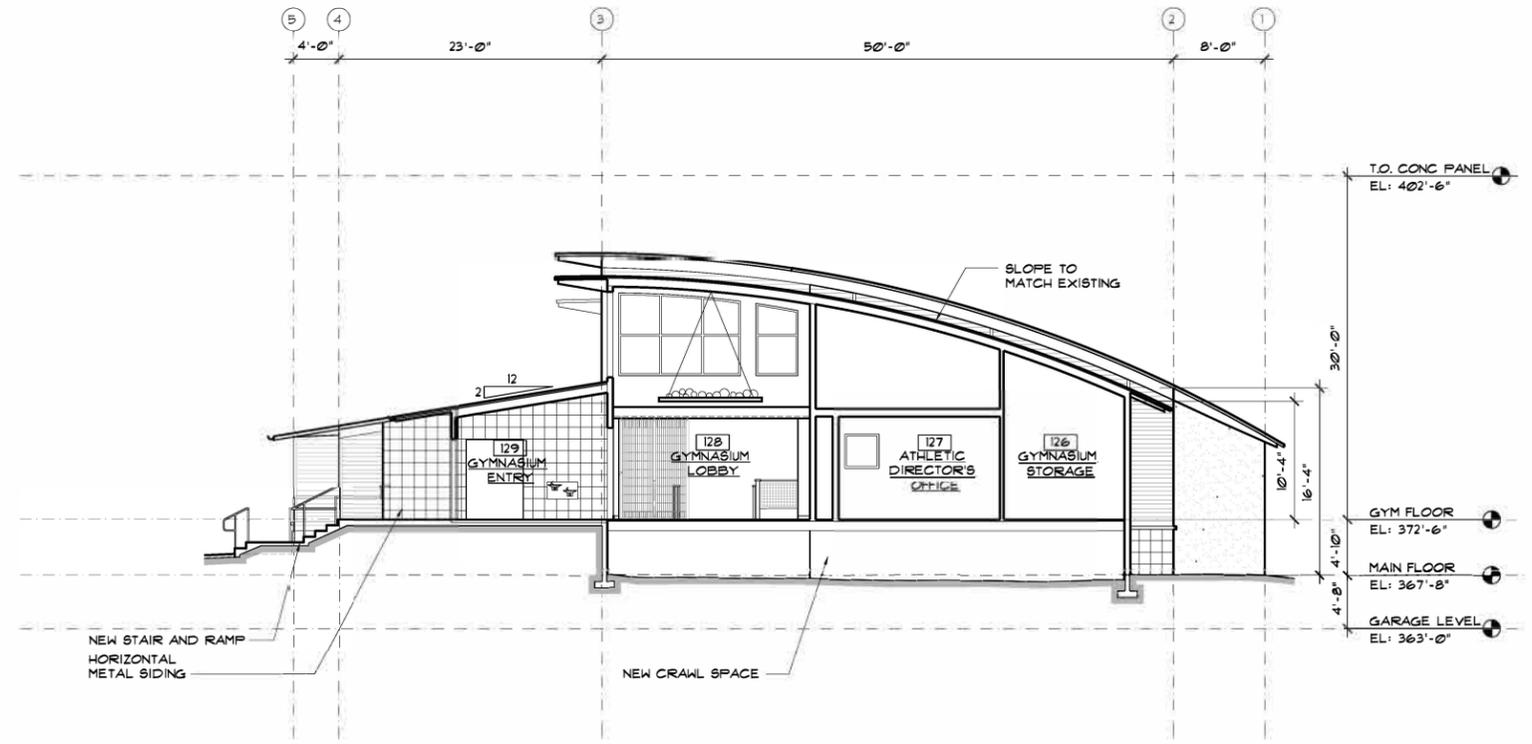
Exhibit 1



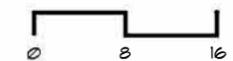
SOUTH ELEVATION 1



SOUTH ELEVATION 3



WEST ELEVATION/SECTION 2



Johnston Architects, PLLC  
100 NE Northlake Way,  
Suite 200  
Seattle, WA 98105  
t 206.523.6150  
f 206.523.9382

SAMMAMISH EX3 TEEN CENTER

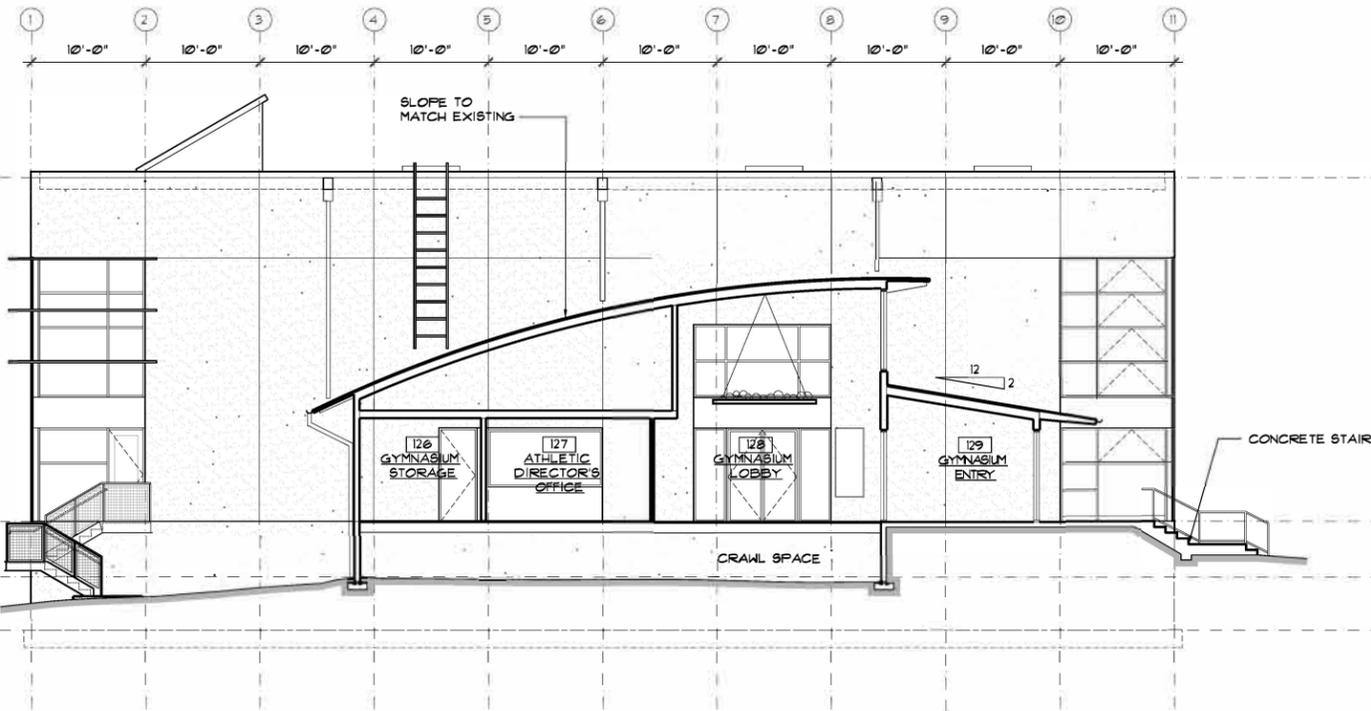
SITE: 825 228TH AVE NE  
SAMMAMISH, WA 98074  
OWNER: BOYS AND GIRLS CLUBS OF KING COUNTY  
603 STEWART STREET #300  
SEATTLE, WA 98101

DRAWING ISSUE  
10.11.10 SCHEMATIC  
DRAWINGS

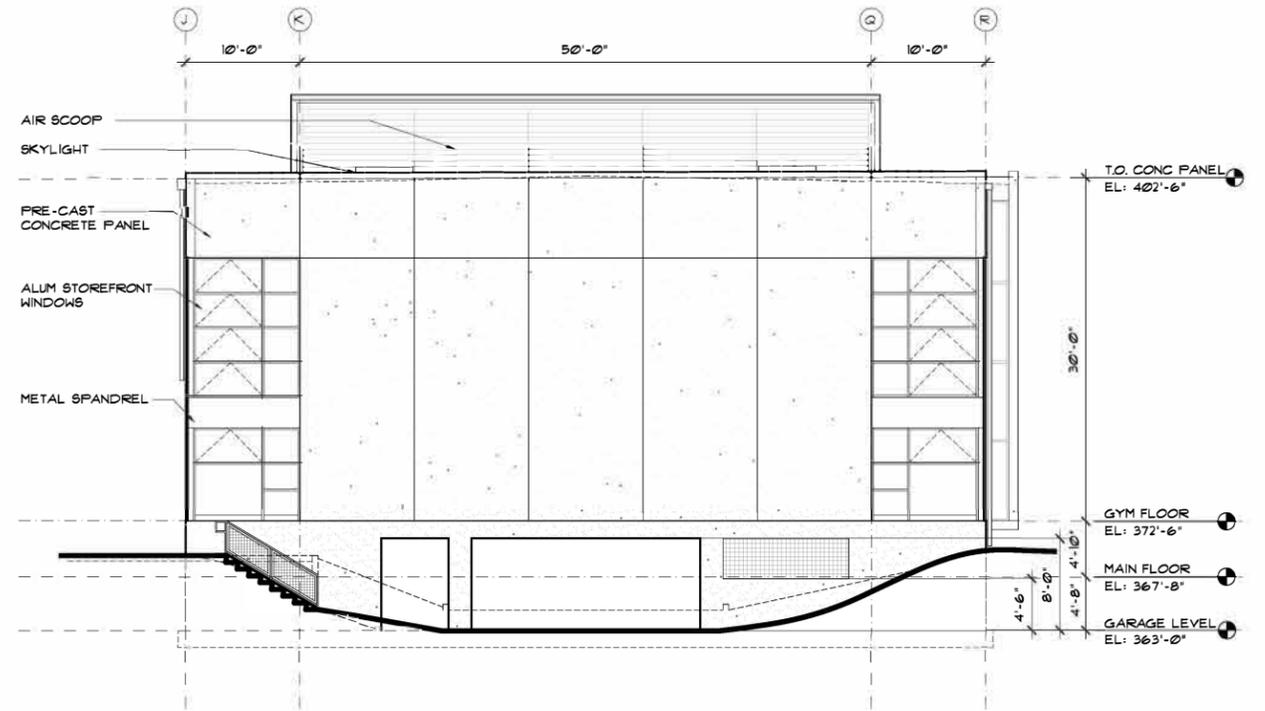
ELEVATIONS

A302

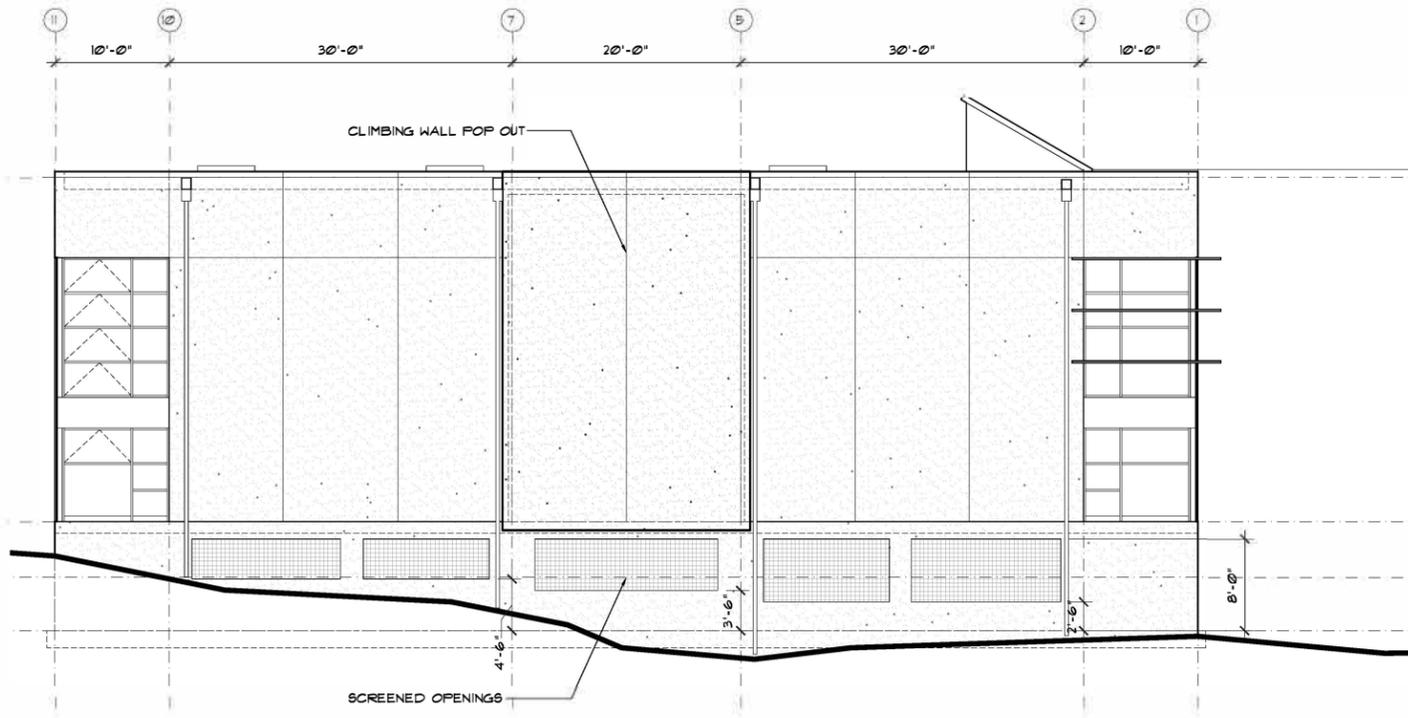
Exhibit 1



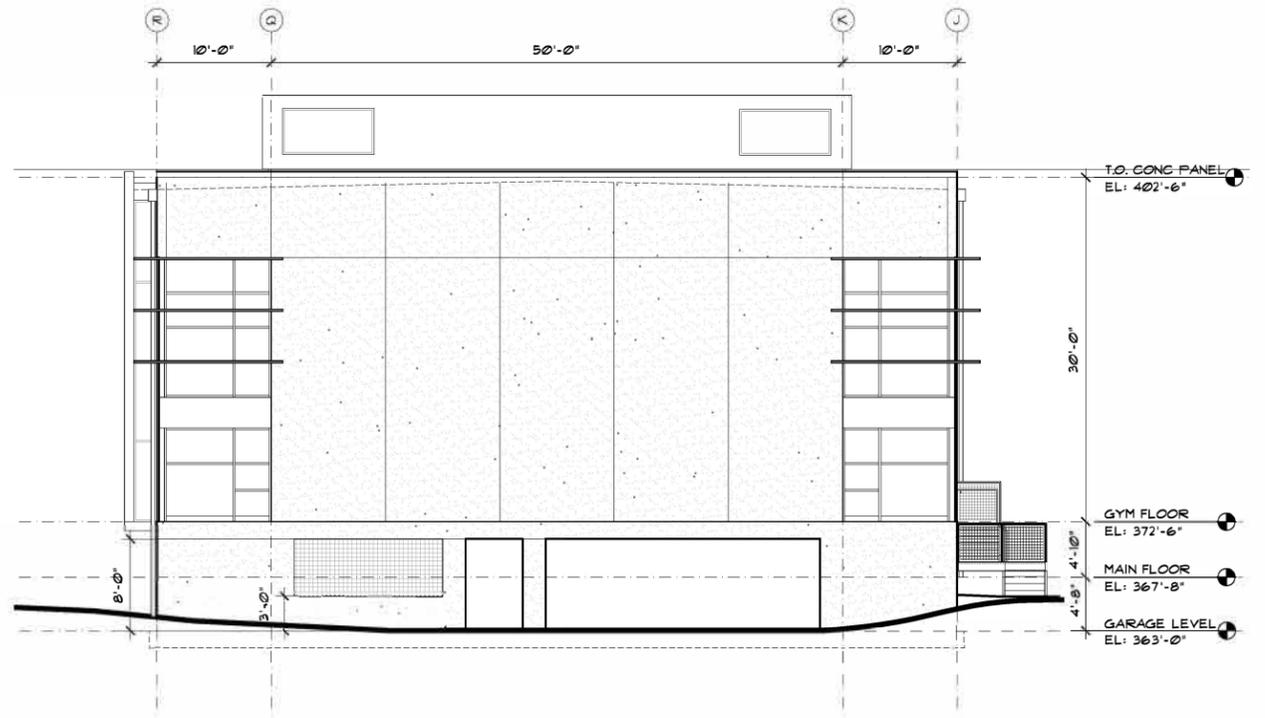
EAST ELEVATION 2



NORTH ELEVATION 1



WEST ELEVATION 4



SOUTH ELEVATION 3



Johnston Architects, PLLC  
100 NE Northlake Way,  
Suite 200  
Seattle, WA 98105  
t 206.523.6150  
f 206.523.9382

SAMMAMISH EX3 TEEN CENTER

SITE : 825 228TH AVE NE  
SAMMAMISH, WA 98074  
OWNER: BOYS AND GIRLS CLUBS OF KING COUNTY  
603 STEWART STREET #300  
SEATTLE, WA 98101

DRAWING ISSUE

10.11.10 SCHEMATIC  
DRAWINGS

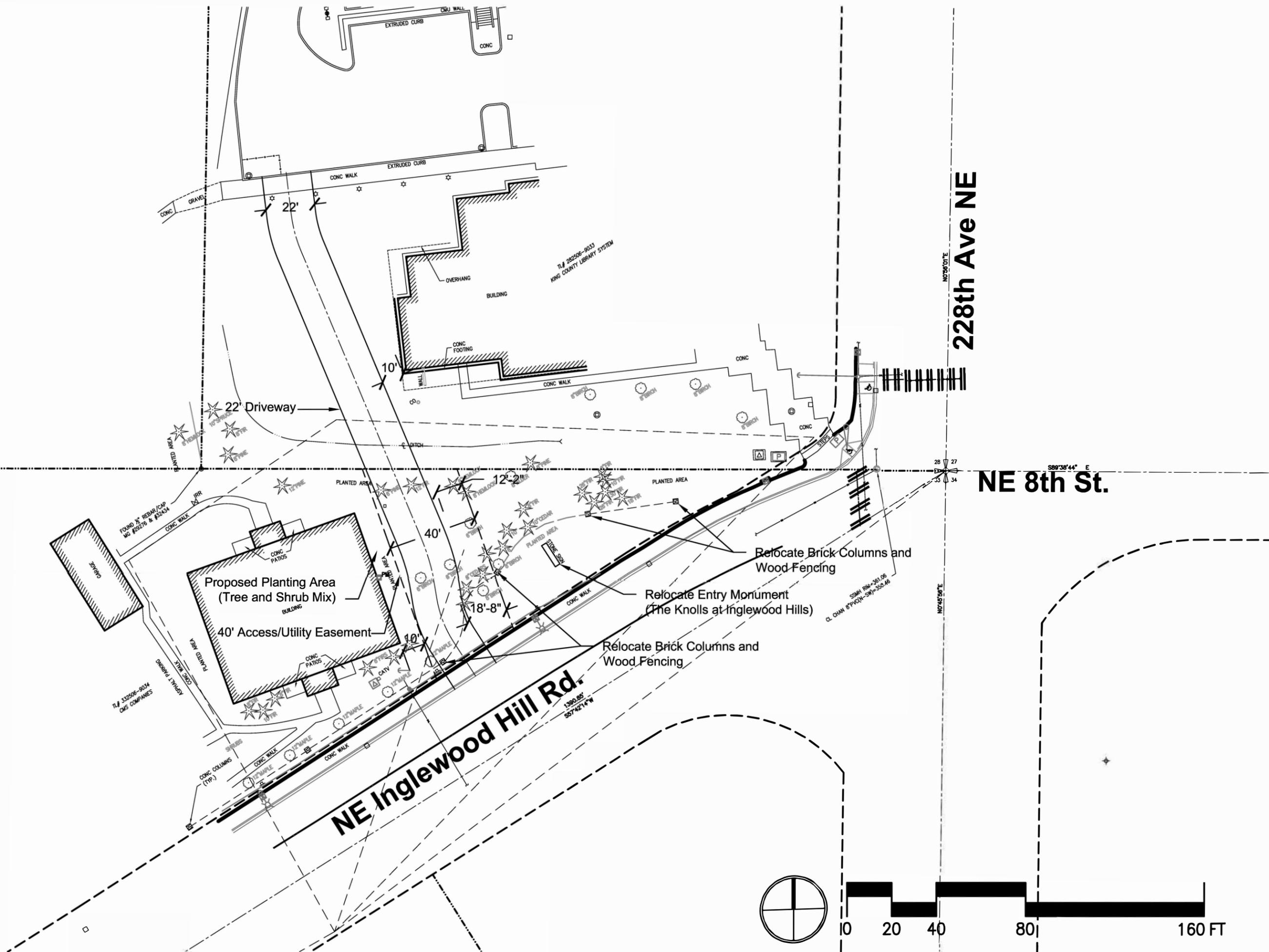
GYM  
ELEVATIONS

A303

**Exhibit 1**

EXHIBIT C

Schematic of Second Entrance



## Exhibit 1

After Recording Return To:

Susan Boyd  
Kantor Taylor Nelson Boyd & Evatt PC  
1501 Fourth Avenue, Suite 1610  
Seattle, WA 98101

### LEASE, JOINT USE AGREEMENT AND RIGHT OF FIRST REFUSAL

**Grantor:** City of Sammamish

**Grantee:** The Boys & Girls Clubs of King County

**Legal Description:**

The East Half of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 28, Township 25 North, Range 6 East, Willamette Meridian, in King County, Washington;

Except the East 42 feet thereof conveyed to King County for 228th Ave N.E. by deed recorded under recording number 7502260463; and

Except the North 335.02 feet thereof; and

Except that portion thereof conveyed to King County by deed recorded under recording number 9801281344.

(Being known as a portion of parcel B of King County boundary line adjustment number L97L0115, recorded under recording number 9709249017, in King County, Washington.)

**Assessor's Property Tax Parcel Account Number:** 2825069033



September 5, 2017

Sammamish City Councilmembers, City Manager, and Deputy City Manager,

We want to thank you for your list of questions that Jessi Bon was kind enough to forward to us. Responses are on pages two through five of this document. We look forward to meeting with you during your study session next week, September 12, 2017, to discuss our partnership in further detail.

Below, in blue font, is a copy of the letter/information we sent out to parents, donors, supporters of the Boys & Girls Club in your community last month....

As an important member of our community, we are writing to inform you of some exciting changes coming to the Sammamish Boys & Girls Club Teen Center and before and after school programs formerly offered in Sammamish elementary schools. Beginning in September, we will be working with the Sammamish City Council in an effort to expand the Teen Center into a full service, school-age inclusive, Boys & Girls Club. The site will be called Sammamish Boys & Girls Club and will add licensed school-age programming before and after school to address the significant need for such services in the community.

This expansion will allow us to serve families that have been displaced due to the recent loss of programming space at Smith and McAuliffe Elementary Schools. Expanding the Sammamish Teen Center into a full-service Club, with licensed programs for kids ages 5-12, will allow us to serve many more kids every day with our high-quality programming in a setting designed specifically for them. Maximum daily capacity is anticipated to be over 100 kids. Exact amount will be determined by the state DEL during the licensing process. In addition to serving the Club members previously attending Smith and McAuliffe, we will be able to expand our reach to more elementary schools within the City of Sammamish boundaries – including both Lake Washington and Issaquah school districts. BGCKC will provide safe transportation to and from the Club. Programming will have a focus on social and emotional learning as we look to increase our impact in our three primary outcome areas of academic success, good character and citizenship, and healthy lifestyles.

In addition to working with the Sammamish City Council in September, we will work with our Washington State DEL licensor and the school districts to make any necessary changes. At this time, we will no longer offer an after school teen drop-in program. Rather, the teen leadership and community service programs (Keystone and Torch Clubs) will be offered during evening hours. There will be no changes made to any athletics programs.

We will continue to keep you informed about the expansion. We appreciate your support of expanding our outreach to youth in Sammamish. For additional information, please visit [positiveplace.org/locations/Sammamish](http://positiveplace.org/locations/Sammamish).

If you have any questions or concerns at this time, please reach out to Regional Director, Shaila Khan, at [skhan@positiveplace.org](mailto:skhan@positiveplace.org) or 425.250.4782.

Dr. Lisa Chin, Pres./CEO

Shaila Khan, Regional Director

-----

Best wishes, see you next week.

**Jane Ronggren** | Vice President, Program Services & Operations *(Founding Club Executive Dir. of the Sammamish Boys & Girls Club)*  
**Boys & Girls Clubs of King County** | 603 Stewart Street #300 | Seattle, WA 98101

**GREAT FUTURES START HERE.**

603 Stewart Street #300 | Seattle, WA 98101 | (206) 436-1800

[www.positiveplace.org](http://www.positiveplace.org)



**Programmatic Changes in Sammamish**

**Background**

1. What happened? (Referencing both the loss of the after school sites and the underperformance of the Teen Center)

The Boys & Girls Club (BGC) has had a presence in the community for over 20 years offering traditional youth development and athletic programs to school-age (elementary) members. These programs were all offered onsite elementary schools. We have been in at least one – sometimes all five - Lake Washington School District elementary schools in Sammamish for the past 23 years. On an annual basis, these programs have served up to 200 kids daily. As the community has grown, the elementary schools became overcrowded. Dedicated space for youth development programming increased and/or decreased as the school enrollment numbers ebbed and flowed. As school enrollment increased Boys & Girls Club (BGC) space decreased. We transitioned from dedicated space to shared space to no space. This past school year we were in three of the schools and at the end of last school year, we lost our dedicated and shared space of our two largest programs at Smith and McAuliffe elementary schools.

As Sammamish has grown over the years, it became a strong desire by the community to offer teen programming. Boys & Girls Clubs partnered with the City to open the Sammamish Teen Center at the old library location of 228<sup>th</sup> and Inglewood Hill Road in November 2011. The City purchased the building and the Boys & Girls Clubs of King County raised the funds (over \$500,000) to do a remodel of the facility to enable us to offer youth programs – appropriate space for both teen and school-aged members. Five plus years of hard work by BGC staff to create and offer quality teen programming has taken place. What we didn't anticipate, was the significant lack of enrollment and participation of the teens. With 29 Clubs/sites in King County, we know that program demand varies by community. It is *not uncommon* to see great success of one or more programs (whether it be for school age members or teens) at one Club/in one community but not as successful or needed in another community. This is particularly true with teen programs. The Sammamish community is similar to that in which we find at our Mercer Island Club, our Bainbridge Island Club, and the Bellevue Boys & Girls Club. There is a significant need for school-age programming at all of our locations. Teen programming on a daily basis for teens is simply a different situation – something sister-organizations such as the Y, Seattle Parks & Rec, etc. experience. We do find a higher daily attendance in our lower income Clubs' teen programs – the others tend to have participation for “special events” only instead.

Transitioning to a “traditional” Boys & Girls Club and providing programs for school-age members makes sense particularly for a community such as Sammamish. The significantly high demand for support of working parents and limited options in the community will support an estimated 100-110 kids on a daily basis.

2. Why the need for the change?

Highest and best use of the facility along with providing a much needed service for the community is the number one reason. Sustainability so that we can continue to exist is also paramount in our decision making and strategic plan.

3. Can you provide us with an overview of financial performance for the current operation? (We have not had a report on this from the B&G Club in over a year).

Fiscal Year for BGCKC runs July 1 through June 30.

Fiscal Year 2015 ended in a <\$196,173> deficit for the Sammamish Teen Center Location

Fiscal Year 2016 ended in a <\$233,985> deficit for the Sammamish Teen Center Location

**GREAT FUTURES START HERE.**

603 Stewart Street #300 | Seattle, WA 98101 | (206) 436-1800

[www.positiveplace.org](http://www.positiveplace.org)



Fiscal Year 2017 is still being finalized and the Sammamish Teen Center location is projected to end in an approximate <\$225,000> deficit.

**Program Proposal**

1. What programs are proposed to occur in the facility?  
During the school year, athletics (main office for staff programs run in evenings and on weekends at local schools, Keystone, Torch Club, traditional Boys & Girls Club programming that includes a focus on social and emotional learning in our three primary outcome areas of academic success, good character & citizenship, and healthy lifestyles. In addition, during the summer months, we will offer sports camps, traditional day camps, and tween/teen camps.
2. Who will be served?  
Athletics will continue as they have for years, teens will be served through our leadership programs that include Keystone (high school age) and Torch Club (middle school aged), new programming will be added for school age members both before and after school.
3. What School Districts will be served and will transportation be provided?  
For teen and athletic programming, programs are open to kids from any/all school districts. For the before and after school daily programming, we will be open to both Lake Washington and Issaquah school districts that are within the City of Sammamish boundaries.
4. Do you have a business plan you can share? (This is likely just the program overview.)  
Not at this time.
5. Have you prepared financial projections for the new operation? Is this a for-profit proposal?  
Yes, we have based the budget on a similarly sized program at one of our other locations. FY18 (July 1, 2017 – June 30, 2018) will likely see a yearend deficit or break even. Much of the projects will determine how soon the before and after school programming can start (determined by DEL licensing) – we are aiming for a start date of the new programs of November 1<sup>st</sup>.
6. Why were the Keystone and Torch Clubs chosen over others to continue? Why can't all activities in the evenings continue?  
We feel that the leadership activities and outcomes from these two particular teen programs should be the priority to support the key focus area of good character & citizenship.
7. What groups (other than the B&G Club) are currently using the facility? Will that use be able to continue?  
There is a list of folks/organizations who utilize the facility during NON kid program time. At this time, the list includes (but is not limited to) SWERVE, Princeton Review, Jai, SYCO, Young Life, Art of Living, IAWW, Bollywood Dance, Nourishing Network, Boy Scouts, Sammamish Arts Commission, Teen Talent Show, Rhythmic Gymnastics, Eastlake Boys Basketball Booster Club, and the local Kiwanis and it's *Jump-N-Jive to Thrive* event which benefits multiple organizations in Sammamish. We will do everything possible to continue those relationships and expand when and where possible. In addition, the Club is a place for all kids. Previously and in the future, we are happy to host the Lego event that welcomes special needs children and has been attended by upwards of 300 participants.
8. When would the new programs start?  
TBD – as determined by the state DEL after their visit which is scheduled in two weeks.

**GREAT FUTURES START HERE.**

603 Stewart Street #300 | Seattle, WA 98101 | (206) 436-1800

[www.positiveplace.org](http://www.positiveplace.org)



9. Have you considered alternative locations for these programs?

Yes, an ideal location is on site of elementary schools but as noted, due to continued overcrowding in LWSD schools, this is no longer an option. To that extent, being able to control our destiny and not having it determined by the ebbs and flows of school district enrollment will lead to consistent, higher quality programming for kids.

10. What are the licensing requirements for this site?

I'm not sure of the specific question being asked.

### **Facility/Building/Site**

1. What, if any, changes would have to occur to the building to expand the programming? And meet licensing requirements?

None. We can get it licensed as is. We will need to purchase and bring in specific "space dividers" but they will be portable and easily moved about the space.

2. What impact would the program changes have on traffic in the area? Tell us specifically about the usage patterns, when will drop-off and pick-up occur?

We don't anticipate any significant issues. Parents/guardians come and go at various times. We have no issues in locations with parking much more limited than what is available at the Sammamish location. Drop off will be available between 6:30 AM and 9 AM with pickup ranging from 3 PM to 6:30 PM.

3. Who is responsible for current maintenance? With the proposed increased maintenance, will the B&G club assume more maintenance costs?

BGCKC will continue to manage and pay for current maintenance. The usage the past five years has been significantly lower than what was anticipated and agreed upon in the original partnership plans. There is no reason the way things are running now with BGCKC and City of Sammamish should/would change.

4. The hot water has been limited in the past (low supply). Has this been fixed? If not, how would this impact your ability to obtain a license?

We are unaware of this issue. We'll need to check things out. There is no reason it would inhibit our ability to obtain the license.

5. Are the restroom facilities sufficient for this type of operation?

Yes – perfect.

6. Are the kitchen facilities sufficient?

Much better than anything that is required and will provide the opportunity to prepare healthy snacks of a much higher quality.

### **Contract/Lease**

1. What, if any, a change is the B&G Club requesting be made to the lease agreement?

No change is being requested.

2. What is the timeline to evaluate performance/success of this change?

We would like to have through June 2019 at a minimum to prove success. This upcoming school year will be needed to establish programming and recruit participation.

**GREAT FUTURES START HERE.**

603 Stewart Street #300 | Seattle, WA 98101 | (206) 436-1800

[www.positiveplace.org](http://www.positiveplace.org)



**General**

I. What happens if the change in program use is not supported by the City?  
In reviewing the original lease agreement, there does not appear to be anything that would inhibit our desired programmatic change. Support for providing quality youth development is something that benefits the community as a whole.

**FYI – History of Program Enrollment in Sammamish**

**Smith:**

Opened in September 2008  
Closed in June 2017  
License/Enrolled – 45-50 depending on the school year  
*Waitlist of at least 25+ kids*

**McAuliffe:**

Opened in October 2004  
Closed in June 2017  
License/Enrolled – 25  
*Waitlist of at least 10-15 kids*

**Blackwell:**

Program from October 2005 – June 2012  
Program from September 2014 – June 2015  
Closed in 2012 due to low enrollment  
Closed in 2015 because we lost space to the school  
License/Enrolled – 30 kids  
*Waitlisted in 2014-2015 of at least 10 kids*

**Mead:**

Opened in September 1993  
Closed in June 2014  
Lost space  
License/Enrolled – 30-35 kids  
*Waitlist of at least 15-20 kids*

**Carson:**

Opened in September 2012  
Currently open  
Started out with space to take 40 kids  
Currently at one portable to serve around 25 kids and waiting to find out if we will still have additional space  
*Waitlisted at 25 currently*

**Teen Center:**

Opened in November 2011  
Average Daily Attendance of Drop In Program over the past five and one-half years has been in the range of 15 – 20 kids on Mondays, Tuesday, Thursdays, Fridays with a higher attendance of 25-30 on any given Wednesday (early dismissal day) with a capacity of 120.

**GREAT FUTURES START HERE.**

603 Stewart Street #300 | Seattle, WA 98101 | (206) 436-1800

[www.positiveplace.org](http://www.positiveplace.org)

## Exhibit 2



# Memorandum

---

**Date:** September 12, 2017

**To:** City Council

**From:** Angie Feser, Director of Parks & Recreation  
Anjali Myer, Interim Deputy Director, Parks & Recreation

**Re:** Draft Land Acquisition Strategy and Implementation Program

---

**Summary:**

At the direction of the City Council, staff began working on the development of a *Land Acquisition Strategy and Implementation Program* (Strategy) in early 2017. The goal of the Strategy is to develop a tool to assist with the initial screening of potential properties and to formalize the process by which properties are considered for acquisition.

An earlier draft of the Strategy was presented to the City Council on June 13, 2017. Initial feedback from the Council was that the screening tool was too complicated. There was also concern that the initial land acquisition categories were too restrictive and did not reflect the goals of the community. Staff worked over the summer to streamline the screening tool and to finalize the draft Strategy. The revised document is attached for your review and comment.

Properties are now proposed to be evaluated using a set of overarching criteria that emphasize the established needs and priorities of the community. Upon completion of the initial evaluation, each property will be placed in one of three categories based on the number of criteria they satisfy: high, medium and low priority acquisition opportunities. It is expected that the high priority candidate properties will be the initial area of focus and will be further evaluated by the City Council.

The criteria are not intended to control the outcome of acquisition efforts. Instead, the criteria will serve as an initial screening tool to meaningfully distinguish between properties. The attributes of a property in one or two criteria may be so compelling that they alone support acquisition. This process is further detailed in the accompanying document, beginning on page 4.

The updated Strategy also includes information on potential funding mechanisms, acquisitions methods, public outreach/education, and alternatives to outright acquisition.

Staff will provide a detailed presentation on the revised Strategy at the Study Session on September 12, 2017. We are seeking additional feedback and recommendations from the City Council, so that changes may be included in the final Strategy scheduled for adoption in mid-October.

**Project Timeline:**

Virtual Town Hall Discussion, Parks Commission Meeting	January 4, 2017 (complete)
Existing Conditions Analysis	
- Parks Commission Meeting	February 1, 2017 (complete)
- City Council Study Session	February 13, 2017 (complete)
- 1st Public Meeting	February 15, 2017 (complete)
Focus Group Meeting	March 28, 2017 (complete)
Survey Results and Needs/Priorities Analysis	
- Parks& Recreation Commission Meeting	May 3, 2017 (complete)
- City Council Joint Study Session (Council, Parks & Recreation and Planning Commissions)	May 9, 2017 (complete)
- 2nd Public Meeting	May 11, 2017 (complete)
Update on Selection Criteria and Acquisition Strategy	
- Parks& Recreation Commission Meeting	June 7, 2017 (complete)
- City Council Joint Study Session	June 13, 2017 (complete)
- 3rd Public Meeting	June 14, 2017 (complete)
Introduction/Adoption of Land Acquisition Strategy & Implementation Program	
- City Council Study Session	September 12, 2017
- City Council Regular Meeting	October 17, 2017

**Next Steps:**

City Council recommendations will be incorporated into the final *Land Acquisition Strategy and Implementation Program*, scheduled to be adopted by resolution at the Regular City Council Meeting on October 17, 2017.

In the meantime, staff are continuing to evaluate and screen properties that were nominated by the community for land acquisition consideration. Further discussion with City Council on these properties will be scheduled at a future Executive Session.

## Exhibit 1

### CITY OF SAMMAMISH

## LAND ACQUISITION STRATEGY & IMPLEMENTATION PROGRAM

Draft, September 1, 2017

### 1. Introduction

Incorporated in 1999, the City of Sammamish is now home to over 63,000 residents. During this time, the amount of land under City ownership, including parks and open spaces, has grown from 44 acres to 724 acres through transfers, purchases and generous private donations. Recent increases in private development activity throughout the community have spurred discussions about proactively acquiring more land to capture the environmental benefits of preserving natural resources, protecting habitat and retaining tree canopy.

The City Council and City Administration are committed to preserving open space so that future generations may benefit from the natural beauty of Sammamish. Traditionally, this preservation has been accomplished by implementing policies and regulatory tools such as the Comprehensive Plan and Sammamish Municipal Code. However, the City recognizes that public acquisition may provide the only opportunity to preserve land that is under increasing development pressure as the community grows. Since it is impractical for the City to purchase every potentially developable parcel, the City initiated this planning process to help prioritize acquisition efforts.

The City is often approached to acquire land, but there are no guidelines in place to evaluate properties and to determine whether they meet the goals of adopted plans. The proposed land acquisition strategy provides those tools and guides staff to explore the various methods of acquisition in an effort to optimize the use of City resources. Properties that meet the initial screening criteria will be brought to City Council for further consideration.

### 2. Purpose of Land Acquisition

The City Council created a vision and purpose for the City's Land Acquisition Strategy that focuses on a proactive approach to conserving land for future generations. Special attention was given to critical lands that provide significant environmental benefits while contributing to the community's character and livability. The purpose of this strategy is captured in the statement below:

*Sammamish's community character is embodied in its forested environment made up of natural areas, parks, open space and private property. To preserve this character and provide diverse recreational opportunities for a growing community, the City must proactively acquire land in an efficient and cost-effective manner. The preservation of Sammamish's characteristic landscape and natural features in conjunction with providing greater recreational opportunities will be essential to maintaining the community attributes that make it such a desirable and livable City in the Pacific Northwest.*

## **Exhibit 1**

### **3. Background Information**

Numerous planning documents adopted by the City Council address the City's approach to the growth of public assets. The goals and policies of these documents, specifically as they relate to land acquisition, are listed in **Appendix A**. These planning documents include:

- Comprehensive Plan, 2015
- Parks and Recreation Open Space Plan (PRO Plan), 2012
- Trails, Bikeways and Paths Plan, 2004
- Town Center Plan, 2008 and Infrastructure Plan, 2009

Planning documents are updated periodically, and any updated goals will be reflected in the revisions to this Strategy. In addition, there are other planning documents that have been completed more recently or are currently under development that will need to be referenced in this document upon their completion. These include the Storm and Surface Water Management Comprehensive Plan, the Urban Forestry Management Plan, the Transportation Master Plan and others.

#### **Emerald Necklace**

This Emerald Necklace is the City's vision for an approximately 28-mile greenbelt encircling Sammamish. The Comprehensive Plan articulates this under Policy EC.1.20, which directs the establishment of a system of protected natural areas that facilitate completion of the vision of an Emerald Necklace and provide improved public access for Sammamish residents. While the primary focus of this strategy lies within the City's Urban Growth Boundary (UGB), a broader vision of areas outside the UGB, such as the Emerald Necklace, should also be given consideration to make important trail and environmental connections.

#### **King County Land Conservation Initiative**

King County has a similar long-term strategy for conserving green spaces, working resource lands and other unprotected lands of high *conservation* value. They have a long-term goal of working with cities to conserve more than 60,000 acres of high conservation value lands within a generation - including farmlands, forest lands, natural areas and trails. At the direction of the City Council, the City will make every effort to partner with the County to align acquisitions that help meet common goals of both agencies.

#### **Easements through Development**

Finally, public easements shall be secured during development review of private properties, wherever possible, to help realize the vision of trail connectivity.

## Exhibit 1

### 4. Existing Open Space Assets

In February 2017, the City completed an initial inventory and analysis of public and private open spaces within Sammamish. Table 1 provides a summary of the City's assets at the time of the inventory.

**Table 1 - Summary of City Open Space Assets (as of February 2017)**

Type	Acres
City Parks, Preserves & Facilities	724
City Athletic Fields <sup>1</sup>	N/A
Public Drainage Tracts	329
<b>Total Public Open Space</b>	<b>1,053</b>
Private Open Space	1,659
<b>Total Public and Private Open Space</b>	<b>2,712</b>

The City-owned properties range from heavily-used community parks to local trail connections and natural areas that were preserved for their environmental features. In addition to these properties, the City identified 37.5 miles of public trails within Sammamish that are not included in Table 1. The private open spaces listed in Table 1 belong to homeowners' associations and are not available for public use, but their significant acreage contributes greatly to the City's environmental health.

The City also enjoys roughly 742 acres of land inside the City's boundaries (not included in Table 1), that are owned and operated by other agencies, including the school districts, sewer and water districts and golf courses. Just beyond the City's boundaries, outside agencies and neighboring jurisdictions own and manage large properties, such as Marymoor Park, Duthie Hill Park, Soaring Eagle Park and Lake Sammamish State Park. These adjacent parks and open spaces also serve the Sammamish community due to their proximity.

### 5. Public Engagement

The City conducted a public engagement program to better understand the community's needs and priorities regarding land acquisition and the specific community uses desired with new acquisitions. The public outreach effort included three sets of public meetings, periodic check-ins with the Parks Commission and City Council, and a focus group meeting designed to obtain public feedback on the development of this Strategy. Additionally, the City conducted two surveys, a non-statistically-valid survey through the Virtual Town Hall on the City's website and a statistically-valid public survey (with similar questions) that was mailed out to a randomly selected group of 4,000 residents in the City.

---

<sup>1</sup> The City has a Memorandum of Agreement with two local school districts to utilize school district owned athletic fields for public recreation in exchange for capital improvements to the fields and ongoing maintenance.

## Exhibit 1

The results of these various forms of engagement were consistent and confirmed that residents overwhelmingly support the City acquiring land for public use. The public response indicated a preference toward focusing on land acquisition for the preservation of existing environmental character. The surveys identified that the community's highest priorities were land acquisition for new trails, preserving tree canopy, protecting stream corridors, preserving wildlife habitat and increasing waterfront access.

### 6. Land Acquisition Criteria and Evaluation Process

The primary goal of the land acquisition evaluation process is to guide the preservation of the City's remaining relatively undeveloped private parcels. To accomplish this goal, the City developed a set of evaluation criteria that may be used to prioritize candidate properties. The criteria will assist the City in the initial review and assessment of eligible properties; however, the criteria are not intended to preclude the acquisition of any other land that the City determines to be in the public interest.

#### Evaluation Criteria

Properties will be evaluated using a set of overarching criteria that emphasize the established needs and priorities of the community. Upon completion of the evaluation, each property will be placed in one of three categories based on the number of criteria they satisfy: high, medium and low priority acquisition opportunities. It is expected that the high priority candidate properties will be the initial area of focus and will be further evaluated by the City Council.

The criteria are not intended to control the outcome of acquisition efforts. Instead, the criteria will serve as an initial screening tool to meaningfully distinguish between properties. The attributes of a property in one or two criteria may be so compelling that they alone support acquisition. **Appendix B** includes a *Property Acquisition Priority Checklist* for the initial screening of candidate properties.

The *Property Acquisition Priority Checklist* includes 10 criteria by which candidate properties will be screened, including:

**A. *Legal Public Access or is Adjacent to Existing Publicly-Owned Spaces***

Would the public have access to the property from a legal entrance?

**B. *Tree Canopy Preservation***

Will the acquisition preserve existing tree canopy?

**C. *Undeveloped Property with High Ecological Value***

Is the property undeveloped with a high ecological value? Such properties may include mature trees and other important plant and animal habitats.

**D. *Special Sensitive Areas Protection, Wildlife Viewing, Preservation of Stream Corridors***

Will acquisition support special sensitive areas, wildlife viewing opportunities and/or the preservation of stream corridors?

## Exhibit 1

### ***E. Expanded Connections in Underserved Areas***

Will acquisition support linking natural areas in parts of the City that are currently underserved? These underserved areas are identified by plans adopted by the City Council.

### ***F. Expanded Waterfront Access***

Will acquisition increase the availability of waterfront access for the community?

### ***G. Property Available at or Below Fair Market Value***

Can the property be acquired at or below its fair market value? Is the comparative acquisition cost low in relation to other potential parcels?

### ***H. Grant Funding or Partnering Organization Available***

Are grant funds, matching funds or donations committed or available to acquire the property? There may be preservation assistance offered by another entity, including matching funds, contributions of a property interest, or an offer to sell at less than full value. There may also be outside organizations who would partner with the City to purchase and/or maintain the property.

### ***I. Utilities Available at Perimeter***

Are utilities available at the perimeter of the property?

### ***J. Acquisition Fulfills Implementation Goals of Adopted Plans***

Does the proposed acquisition support City planning goals and policies?

## **Acquisition Review Process**

The general process for land acquisition is outlined below. A more detailed step-by-step process for each method of acquisition is included in **Appendix C**.

### ***A. Review of Parcels***

Nominations or offers for public acquisition will be screened by assigned staff to determine eligibility and to evaluate each parcel according to the criteria in this Land Acquisition Strategy and Implementation Program. The City may conduct a site inspection of the nominated property and may also obtain additional information about the landowner's willingness to sell/transfer the property. Following initial review, assigned staff will summarize their findings, including identifying the number of criteria that would be met by this acquisition using the *Property Acquisition Priority Checklist*.

### ***B. City Council Review***

Assigned staff, under the direction of the City Manager, will present the acquisition analysis and recommendations to the City Council for review and consideration in executive session, as permitted by RCW 42.30.110. The City Council will consider the recommendation and direct staff to proceed with the acquisition, decline the acquisition or seek additional information.

## Exhibit 1

### C. *Additional Check-Points with Council*

The assigned staff will complete negotiations on the property and receive authorization from the City Council to allow the City Manager to execute an agreement with the property owner. Following execution of the agreement, staff will complete the necessary due diligence and, if there are no significant issues, a final deed will be presented to the City Council for approval.

### 7. **Funding Mechanisms**

The Land Acquisition Strategy will utilize a variety of acquisition methods to purchase land including bargain sales, grants, donations or dedication, public-private partnerships, land trades, acquisition of easements and incentive programs such as the King County Public Benefit Rating System (PBRs) and the sale of Transfer of Development Rights (TDRs). A further discussion of land acquisition methods may be found in Section 8 below.

The City Council, through the regular budgeting process may choose to dedicate funding for land acquisition. Currently, \$13 million is identified for park property acquisition in the the 2017-22 Parks Capital Improvement Plan (CIP) The City's Surface Water Capital Improvement Plan, Transportation Improvement Plan, and General Fund may also provide funding to meet land acquisition goals.

### 8. **Acquisition Methods**

Methods for land acquisition may be divided into four general categories: purchase, donation, conservation and other. More detail about these categories, and the specific methods within the categories, may be found below.

#### **Purchase Methods**

The "purchase category" includes methods to achieve an outright purchase of property at fair market value, as summarized in Table 2.

**Table 2 - Purchase Methods Summary Table**

<i>Method</i>	<i>Definition</i>
Fee Simple Purchase	The outright purchase of property at market value based on an independent appraisal.
Option to Purchase	An exclusive right to purchase property, typically including a predetermined purchase price and a specified term of validity.
Right of First Refusal	The right to be the first allowed to purchase a property if it is offered for sale.

## Exhibit 1

### Donation Methods

The “donation category” includes methods to work with a private property owner to ultimately donate property to the City. Table 3 summarizes the techniques for acquisition under this category.

**Table 3 - Donation Methods Summary Table**

<i>Method</i>	<i>Definition</i>
Donation	The gift of property.
Partial Donation	Sale of property for less than fair market value.
Life Estate	Donation or sale of property, with the seller reserving the right to live on and use the property until death or release of life interest.

### Conservation Methods

The “conservation category” includes methods to achieve conservation of property in its current context through use of King County funding programs. These programs have many stipulations and limitations, but when properties are eligible for and fit these programs, these methods are very effective tools to accomplish program goals. Table 4 summarizes the techniques for acquisition under this category.

**Table 4 - Conservation Methods Summary Table**

<i>Method</i>	<i>Definition</i>
Transfer of Development Rights (TDR)	Allows landowners in certain areas of King County to sell development rights from their land to a developer to increase density of development in Town Center. The landowner must put a conservation easement on their property in exchange for the opportunity to sell their development rights.  A similar tool within the City or inter-City may be available in the future.
Public Benefit Rating System (PBRS)	This system encourages voluntary resource conservation on private property, suited for landowners wanting to protect or restore open space resources on their property. PBRS enrollment and associated tax savings are based on a point system.
Conservation Futures Grant Program	County-managed program focused on preserving critical open space in King County.

## Exhibit 1

### Other Methods

The “other methods” category captures other creative tools and techniques to accomplish land acquisition program goals. These methods include the acquisition of partial property rights, such as easements, leases and partnership agreements. Also included are private developer obligations which result in dedications of property. In rare cases relating to essential public facilities, eminent domain may also be a tool for land acquisition. Table 5 summarizes the techniques for acquisition under this category.

Table 5 - Other Acquisition Methods Summary Table

<i>Method</i>	<i>Definition</i>
Public Easement	A right to use someone else’s land for a specific purpose, such as access or conservation.
Lease	Rental of property for use by the holder for a specified term and cost.
Land Trade	Trading a City-owned surplus property for a privately-owned property.
Dedication	Property dedicated by a private property owner or land developer for public use.
Concomitant Agreement	A development agreement tied to the land and setting forth development conditions such as use restrictions, mitigation measures and infrastructure requirements for the property for a duration of time specified in the agreement.
Partnerships	Agreement for public use between agencies or multiple parties or property owners.
Eminent Domain/Condemnation	Compulsory purchase of a property for a specific public purpose at fair market value.

There may be opportunities to utilize more than one method to acquire property. This approach of combining methods could provide the solution to a complex transaction or provide the most cost-effective approach to addressing a specific need. In each case, this list of methods will serve as a reference point when beginning the property acquisition process.

### 9. Implementation Procedures

As a supplement to this strategy, specific implementation procedures for property acquisition have been established to address the variety of acquisition methods identified in this document. They are included in **Appendix C**.

## **Exhibit 1**

### **10. Public Education**

Educating the public about this strategy and the variety of land acquisition methods available to them is critical to the success of this work.

A subsequent outreach program will be developed to educate the community about the goals of this land acquisition program. Outreach may include information sessions, handouts, social media outreach and the opportunity for individual meetings to talk about land acquisition.

### **11. Non-Acquisition Preservation Tools**

The City currently employs non-acquisition preservation tools to protect certain natural features from development. Critical areas regulations represent one of the strongest non-acquisition preservation tools available. Under the City's critical areas ordinance (Chapter 21A.50 of the Sammamish Municipal Code [SMC]), high-quality wetlands and water features are protected from development with undeveloped buffers that increase in size as the quality of the feature increases.

The SMC also provides protections for steep slopes, geologic hazard areas and landslide hazard areas, which results in additional tree canopy and open space preservation on private and public lands. These critical areas regulations serve as an effective preservation tool.

### **12. Conclusion**

The purpose of establishing a Land Acquisition Strategy and Implementation Program is to standardize and streamline the evaluation process by which City staff screen properties for Council consideration and to provide consistency in the acquisition process. It is intended to be a living document that will be amended to incorporate the goals and objectives of other planning documents as they are implemented. Furthermore, an increase in land under City ownership will necessitate a proportionate increase in resources to plan, manage and maintain these properties in the future.

This Strategy is one part of a coordinated approach to maintain the City's natural landscape and character. Critical area ordinances, development regulations, private stewardship, volunteerism and public ownership are all essential elements of a land preservation program. In concert with these other preservation tools, the City can continue to protect and enhance the unique quality of life in Sammamish.

# Exhibit 1

## 13. Appendices

<b>APPENDIX A: GOALS FROM ADOPTED PLANS .....</b>	<b>11</b>
<b>APPENDIX B: EVALUATION CHECKLIST.....</b>	<b>20</b>
<b>APPENDIX C: IMPLEMENTATION PROCEDURES.....</b>	<b>22</b>
Land Acquisition Methods .....	23
Fee Simple Acquisition Checklist .....	24
Option to Purchase Checklist.....	26
Right of First Refusal Checklist.....	28
Donation Checklist.....	30
Life Estate Checklist .....	32
Public Easement Checklist .....	34
Leasing Checklist.....	36
Land Trade Checklist.....	38
Condemnation Checklist.....	40

**APPENDIX A:  
GOALS FROM ADOPTED PLANS**

## Exhibit 1

### City of Sammamish Comprehensive Plan

The Comprehensive Plan discusses land acquisition as a goal throughout the document, with several Plan elements mentioning a land acquisition strategy. While relatively few detailed objectives are defined, certain portions of the plan include descriptions of specific priorities, including:

1. Environmentally sensitive areas;
2. View corridors;
3. Parcels conveying a unique sense of the community's character or historical tradition;
4. Providing breaks in development patterns along designated arterials; and
5. Passive and active recreation opportunities.

#### Goals, Policies and Objectives Directly Related to Land Acquisition

- **Policy LU.2.4:** Establish a program to acquire property for public purposes consistent with the policies of this comprehensive plan. This evaluation should include consideration of the feasibility of both fee simple acquisition and the acquisition of development rights or easements, as well as identification of potential funding sources, grants, and gifting strategies. Priorities for acquisition may include: protection of environmentally sensitive areas, preservation of view corridors, preservation of parcels that convey a unique sense of the community's character or historical tradition, parcels to provide breaks in development patterns along designated arterials, passive and active recreation opportunities.
- **Policy LU.6.5:** Use flexible development regulations, incentives and open space acquisition (or low density zoning where these measures are not adequate) to protect floodplains, small sensitive lakes, riparian corridors, high value wetlands and unstable slopes from degradation and to encourage linking these environmental features into a network of open space, fish, wildlife and pollinator habitat.
- **Policy LU.11.2:** Encourage joint use and development of recreation lands and facilities in accordance with the Parks, Recreation and Open Space (PRO) Comprehensive Plan.
- **Policy EC.1.2:** Encourage the retention and connectivity of active and passive open space and areas of natural vegetation to mitigate harmful impacts of development on the City's lakes, streams, wetlands, erosion and other natural hazard areas, fish, wildlife and pollinator habitat to improve the quality of life.
- **Policy EC.1.22:** Encourage, where appropriate, direct purchase of land within the City by the City for conservation and environmental resources.
- **Goal P.4:** Acquire and develop parks and recreation land, facilities and open space areas to meet the needs of the Sammamish community.
- **Objective P.4.1:** Analyze system wide park needs and develop criteria for acquisition of new park land and facilities.
- **Objective A.1.2:** Purchase or develop two or three additional field sites suitable for the construction of new synthetic turf multipurpose fields.

## Exhibit 1

### Goals, Policies and Objectives that Could Inform a Land Acquisition Strategy

- **Goal LU.2:** Preserve and enhance the natural features, quality, character and function of the City's residential neighborhoods.
- **Goal LU.4:** Ensure that public facilities support and strengthen community character.
- **Goal LU.6:** Promote development design that maintains a harmonious relationship with the natural environment.
- **Goal LU.9:** Encourage sustainable development.
- **Policy LU.1.3:** Recognize and preserve the natural environment as an important element of the City's identity.
- **Policy LU.1.4:** Where appropriate, develop design guidelines and development regulations to support the following: (j) Usable passive and active open space, including community gathering places.
- **Policy LU.5.1:** Designate the general distribution, location and extent of the uses of land for housing, commerce, recreation, open spaces, public utilities, public facilities and other land uses.
- **Policy LU.11.1:** Provide attractive, high-quality parks, recreational areas and streetscapes throughout the City.
- **Policy LU.11.3:** Encourage parks, schools, churches, cultural centers and other public and semi-public buildings to locate on sites that give the community and neighborhoods landmarks and an identity, without creating adverse impacts on environmentally sensitive areas.
- **Goal EC.1:** Serve as a leader in environmental stewardship of the natural environment for current and future generations.
- **Policy EC.1.4:** Protect, where appropriate, the following special areas: (a) Natural areas including significant trees; (b) Scenic areas such as designated view corridors; (c) urban landscaped areas such as public or private golf courses and parks; and (d) land reserved as open space or buffers tracts as part of development, including parcels subject to density averaging.
- **Policy EC.1.18:** Encourage the preservation of open space through incentives, such as the King County Public Benefit Rating System (PBRs), allowing the sale of Transfer of Development Rights (TDRs) generated within Sammamish, or other programs to encourage land donation and conservation in perpetuity. Preservation should focus on important open spaces such as shorelines, landslide and Erosion Hazard Areas Near Sensitive Water Body Overlays, Wetland Management Areas, within or outside of the City.
- **Policy EC.1.19:** Consider the potential for transfer of development rights within, or to areas outside, the City to protect important open spaces within Sammamish such as shorelines, Erosion Hazard Near Sensitive Water Body Overlays and Wetland Management Areas, and others.
- **Policy EC.1.20:** Establish a system of publicly owned, as well as privately owned but protected, natural areas connected to each other to: (a) protect the integrity of fish, wildlife and pollinator habitat and/or conservation sites; (b) strive to protect corridors between natural areas; (c) preserve outstanding examples of Sammamish's diverse natural heritage; (d) provide a broad range of opportunities for access to educational, interpretive and recreational programs in

## Exhibit 1

protected natural areas in ways that do not negatively impact the primary purpose; and (e) facilitate completion of the vision of an Emerald Necklace, an approximately 28-mile non-motorized greenbelt encircling the Plateau, and provide improved public access for Sammamish residents.

- **Policy EC.1.21:** Identify lands designated as open space under the Current Use taxation open-space established according to King County for tax assessment purposes.
- **Goal P.1:** Provide a network of parks, trails, athletic fields and open spaces that delivers a variety of active and passive recreational opportunities to the Sammamish community.
- **Goal P.2:** Identify financing strategies for the development and operations of parks and recreation facilities to serve the citizens of Sammamish.
- **Objective P.2.1:** Utilize impact fees to accommodate growth through the expansion of the parks system.
- **Objective P.2.2:** Seek funding for new parks and facilities and renovations through a variety of sources including capital reserves, real estate excise tax, impact fees, grants, donations, bonds, or levies.
- **Objective P.3.4:** Adopt a six-year capital improvement plan (CIP) every two years, off-cycle from the adoption of the biennial budget.
- **Objective P.4.2:** Utilize the resources of national, regional, state and local conservation organizations, corporations, nonprofit associations and benevolent entities to identify and partner in the acquisition of land for park and recreation needs.
- **Objective P.4.3:** Work with conservation groups and the private sector to acquire, conserve and manage open space land through management practices, donations, bargain sales, or dedication.

## Exhibit 1

### City of Sammamish Parks, Recreation and Open Space Plan

The Parks, Recreation and Open Space Plan provides the most specific and detailed guidance for land acquisition policies of all the City documents, including explicit acquisition goals and criteria for use in evaluating property for acquisition. Criteria include alignment with the Parks and Recreation vision, mission and values; equitable distribution of geographic resources; cost of development; estimated maintenance and operations costs of new land and facilities; and the benefits and potential services of the acquired land. This Plan also identifies the same set of funding strategies discussed in other City documents, including relying on outside sources to accomplish land acquisition.

#### Goals, Policies and Objectives Directly Related to Land Acquisition

- **Objective P.1.4:** Explore opportunities for additional off-leash dog parks in Sammamish. Action P.1.4.A: Identify at least one option for a new dog park in Sammamish.
- **Goal P.4:** Acquire and develop parks and recreation land, facilities and open space areas to meet the needs of the Sammamish community.
- **Objective P.4.1:** Analyze system-wide park needs and develop criteria for acquisition of new park land and facilities, including investigating the acquisition of land suitable for a community park in underserved areas of the City; and acquiring the King County “Overlook Property” to establish a future connection to Evans Creek Preserve.
- **Action P.4.1.C:** Establish criteria to help guide park land acquisition decisions. Criteria to include:
  - Alignment with parks and recreation vision, mission and values;
  - Equitable distribution of geographic resources;
  - Cost of development;
  - Estimated maintenance and operations costs of new land and facilities; and
  - The benefits and potential services of the acquired land.
- **Objective P.4.2:** Utilize the resources of national, regional, state and local conservation organizations, corporations, non-profit associations and benevolent entities to identify and partner in the acquisition of land for park and recreation needs.
- **Objective P.4.3:** Work with conservation groups and the private sector to acquire, conserve and manage open space land through best management practices, donations, bargain sales, or dedication.
- **Goal A.1:** Construct new athletic fields, giving priority to the construction of synthetic-turf multipurpose athletic fields.
- **Objective A.1.2:** Purchase or develop two or three additional field sites suitable for the construction of new synthetic turf multipurpose fields.
- **Objective F.1.2:** Plan for the development of additional indoor recreation facilities to better serve the recreational needs of the community.
- **Objective F.1.4:** Provide indoor recreation facilities that are centrally located. Minimize or eliminate the development of neighborhood focused facilities.

## Exhibit 1

### Goals, Policies and Objectives that Could Inform a Land Acquisition Strategy

- **Goal P.2:** Identify financing strategies for the development and operation of parks and recreation facilities to serve the citizens of Sammamish. Identified strategies include impact fees, capital reserves, real estate excise tax, grants, donations, bonds, or levies (Objectives P.2.1-P.2.2).
- **Goal P.3:** Enhance citywide planning for parks, athletic fields, trails and open space.
- **Objective P.3.2:** Complete additional research and analysis to help guide the development of secondary level of service standards. Actions include developing a “green space” map that identifies all public and private parks, open space and trail opportunities in the city; completing a “walkability analysis” that identifies safe walkable routes to parks within ½ mile and 1 mile of each residence; preparing a population density and park distribution analysis; and conducting a statistically valid benchmarking survey for parks services (Actions P.3.2.A-P.3.2.D).
- **Objective P.3.9:** Plan non-motorized trail systems for pedestrian and bicycle access throughout the City and connect adjoining communities through regional linkages.
- **Objective P.5.9:** Coordinate and maintain procedures for identifying and managing open space, conservation, or preservation of lands through mechanisms such as zoning, donation, purchase of easements, or management strategies.
- **Objective P.5.10:** Work with conservation groups and the private sector to acquire, conserve and manage open-space land through management practices, donations, bargain sales, or dedication.
- **Goal F.4:** Explore the establishment of equity partnerships with other public, nonprofit and private indoor recreation service providers.
- **Objective F.4.1:** Recognize that the City does not have to own and operate all the recreation facilities that it utilizes for recreation programs and services.
- **Objective F.4.2:** Actively pursue the establishment of equity partnerships to develop or expand indoor recreation facilities. Equity partnerships may include capital development, operations and service delivery.
- **Objective F.4.3:** Promote the development of special-use facilities through partnerships.
- **Objective F.4.4:** Encourage other indoor recreation providers to bring facilities into the Sammamish market.
- **Goal F.5:** Identify financing strategies for the development and operation of indoor recreation facilities to serve the citizens of Sammamish.
- **Objective F.5.1:** Seek funding for new or renovated indoor facilities through a variety of sources, including capital reserves, real estate excise tax, impact fees, grants, donations, bonds, levies, or partnerships.

## Exhibit 1

### City of Sammamish Trails, Bikeways and Paths Plan

The Trails, Bikeways and Paths Plan has a limited land acquisition focus but provides ample guidance for siting future non-motorized transportation network improvements. The goals can be summarized as emphasizing connectivity between neighborhoods, parks, regional trail systems, schools, civic facilities and commercial centers. The Plan also highlights a preference for developing facilities to serve multiple users and multiple purposes. An additional funding strategy identified in the plan includes the integration of non-motorized facilities development into all new transportation projects and street improvement projects.

#### Goals, Policies and Objectives Directly Related to Land Acquisition

- **TBP 4.1:** Preserve process and sensitivity in the compensation and acquisition of private property. The City should establish and closely follow procedures for the acquisition and development of private property for public trail, bikeway and pathway use. These procedures should address such considerations as land dedication, concomitant agreements, fee simple acquisition, public easement acquisition and condemnation.
- **TBP 6.4:** Emphasize primary north/south and east/west access corridors. The City should focus major trail development on primary east/west and north/south corridors as defined in Fig. 5.1. These corridors should be developed to connect priority destinations as defined in [the Trails, Bikeways and Paths Plan], including schools, parks, regional trails, civic facilities and commercial centers.
- **TBP 8.5:** Develop an acquisition process for needed right-of-way. Sammamish should take the following measures to develop a process to acquire right-of-way or public easements for trail use:
  - Acquire and/or condition public easements for trail and other non-motorized transportation improvements through the development review and rezone process when the need is supported by policies adopted in [the Trails, Bikeways and Paths Plan].
  - Establish uniform processes to acquire public trails and paths through donation, tax deduction and exemption programs, development conditions, or purchase. The City should also consider using the assistance of organizations such as land trusts in obtaining property.
  - Develop an information database for granted easements that identifies the key components relative to trail and non-motorized access. The checklist should include width, description, recording date, surface type, type of improvement, management/maintenance responsibility, surveying, staking and signing.

#### Goals, Policies and Objectives that Could Inform a Land Acquisition Strategy

- **TBP 3.1:** Provide a variety of trail experiences for uses. The trails, bikeways and paths system for the City of Sammamish should provide experiences for the entire community. The system should provide opportunities for a variety of modes, including, but not limited to, bicyclists, equestrians, runners, walkers and skaters.

## Exhibit 1

- **TBP 3.2:** Provide a variety of trail types within the trail system. The trail system should provide a variety of trail types for use by varied user groups. This can be accomplished by providing trail types with varying surfaces, gradients, widths, visual experiences and environmental surroundings.
- **TBP 4.4:** Design with sensitivity to the environment. The City shall design trails, bikeways and paths with sensitivity to the critical natural features of the community such as wetlands, lakes, streams, significant trees and steep slopes.
- **TBP 4.7:** Design and develop a community trail system that supports but does not assume responsibility for existing private trail networks. The development of [the Trails, Bikeways and Paths Plan] should increase the utility of local private trails to residents by linking to a neighborhood, municipal and regional trails system.
- **TBP 4.9:** Identify and develop a hierarchy of trail, bikeway and path types. The City shall identify and develop a range of facility types for implementation, while balancing the different needs of this system. Trails should range from local and passive recreational facilities to larger, more developed corridors that serve a variety of users and which connect key community facilities. Bike facilities should range from shared routes along roadways to separate shared use path corridors.
- **TBP 6.1:** Coordinate development of right of way and off-street opportunities. The City shall seek to maintain an appropriate balance between providing the efficiencies of multi-use paths located in the right-of-way, and advocating for opportunities outside of the right-of-way that have a clear recreational purpose and emphasis.
- **TBP 6.2:** Emphasize access to the regional trail network. The City shall promote pedestrian and bicycle facilities that connect to adjacent communities as well as regional destinations and businesses via a regional trail network. The City shall plan for connections to the proposed East Lake Sammamish Trail corridor and other significant regional trails.
- **TBP 6.3:** Connect to other identified local and regional destinations. The City shall utilize development of the City trail and non-motorized system to connect neighborhoods to significant destinations as feasible, including schools, civic facilities, commercial areas, residential areas and parks.

## Exhibit 1

### City of Sammamish Town Center Plan

As with the City's Comprehensive Plan, the Town Center Plan provides land acquisition goals that tend to be aspirational rather than specific. Town Center Plan goals are consistent with those of the Comprehensive Plan, including the emphasis on land acquisition to serve multiple purposes and to protect ecologically sensitive areas. The Town Center Plan also includes specific recommended implementation actions that reference land acquisition, including purchasing land and planning for the Green Spine (see Open Space Recommended Implementation Action 3 and Natural Systems Recommended Implementation Action 5).

#### Goals, Policies and Objectives Directly Related to Land Acquisition

- **Policy OS-2.2:** The City may need to acquire land or access rights in wetland buffer areas to accommodate the trails and to allow for the environmental enhancement and consistent long-term stewardship of those areas.
- **Policy NS-3.2:** The City should acquire easements and/or land area for key portions of wetlands, wetland buffers and other ecologically valuable and undevelopable lands for the purposes of environmental enhancement, appropriate construction of trails, and consistent long-term stewardship.

#### Goals, Policies and Objectives that Might Inform a Land Acquisition Strategy

- **Goal OS-1:** Create a hierarchy of interconnected public and private open spaces, ranging from an active centralized plaza or town square to less formal gathering areas, quiet residential courts and natural open spaces.
- **Policy OS-1.4:** A variety of small open spaces should be developed as part of private development to serve local needs.
- **Policy OS-2.1:** Multi-purpose trails, pathways and sidewalks connecting to the citywide trail system should be developed.
- **Goal NS-3:** Incorporate wetlands, critical areas, open spaces, special habitats and wooded slopes as public amenities as well as protect them as environmental resources.

**APPENDIX B:  
EVALUATION CHECKLIST**

## Property Acquisition Prioritization Checklist

Recommendation Number:		Staff:	
------------------------	--	--------	--

Property Information			
Address:		Parcel No.:	
Owner:		Parcel Size:	
Zoning:		Use:	
Structures:			

Prioritization Evaluation Criteria	
<i>Meets Criteria?</i>	<i>Criteria</i>
<input type="checkbox"/>	Property would provide legal public access or is adjacent to existing City-owned property or other publicly-owned open spaces.
<input type="checkbox"/>	Acquisition will support preservation of existing tree canopy.
<input type="checkbox"/>	Property is undeveloped and of high ecological value (mature trees and habitat).
<input type="checkbox"/>	Acquisition will support special sensitive areas protection, wildlife viewing, or stream corridor preservation.
<input type="checkbox"/>	Acquisition will support expanded connections in underserved areas (as identified in an adopted City plan).
<input type="checkbox"/>	Acquisition will support expanded waterfront access for the community.
<input type="checkbox"/>	Property can be acquired at or below fair market value.
<input type="checkbox"/>	Acquisition aligns with grant funding criteria or there is an identified partner for acquisition.
<input type="checkbox"/>	Utilities are available at the perimeter of the property.
<input type="checkbox"/>	Property acquisition directly fulfills implementation of specific plan goals (e.g. Comprehensive Plan, PRO Plan etc.)
<b><i>Total # of criteria met</i></b>	

Prioritization Results			
<input type="checkbox"/>	High	5+ criteria met	The property should be further evaluated for potential acquisition due to strong alignment with the City’s Land Acquisition Strategy.
<input type="checkbox"/>	Medium	3-4 criteria met	The property may fulfill a community need and may be further evaluated based on other circumstances (e.g. property can be acquired below market value).
<input type="checkbox"/>	Low	0-2 criteria met	The property is not a priority due to poor match with established City goals and criteria listed above.

<b>Notes:</b>
---------------

**APPENDIX C:  
IMPLEMENTATION PROCEDURES**

## Land Acquisition Methods

Method		Definition	Checklist
Purchase	Fee Simple Purchase	The outright purchase of property at market value based on an independent appraisal.	Yes
	Option to Purchase	An exclusive right to purchase property, typically including a predetermined purchase price and valid for a specified term. The holder is not obligated to purchase the property.	Yes
	Right of First Refusal	The right to be the first allowed to purchase a property if it's offered for sale. The holder is not obligated to purchase the property.	Yes
Donation	Donation	The gift of property.	Yes
	Partial Donation	Sale of property for less than fair market value.	No
	Life Estate	Donation or sale of property, with the seller reserving the right to live on and use the property until death or release of life interest.	Yes
Conservation	Transfer of Development Rights	Voluntary, incentive-based program allowing landowners to sell development rights from their land to a developer to increase density of development at another, typically more urban, location.	No
	Conservation Futures Program	County-managed program focused on preserving critical open space in King County.	No
Other	Public Easement	A right to use someone else's land for a specific purpose, such as access or conservation.	Yes
	Lease	Rental of property for use by the holder for a specified term and cost.	Yes
	Land Trade	Trading a City-owned surplus property for a privately-owned property.	Yes
	Dedication	Property dedicated by a private property owner or land developer for public use.	No
	Concomitant Agreement	A development agreement tied to the land and setting forth development conditions such as use restrictions, mitigation measures, and infrastructure requirements for the property for a duration specified in the agreement.	No
	Partnerships	Agreement for public use between agencies or multiple parties or property owners.	No
	Eminent Domain/Condemnation	Compulsory purchase of a property for a specific public purpose at fair market value.	No

## Fee Simple Acquisition Checklist

Project Number:		Staff:	
-----------------	--	--------	--

Property Information			
Address:		Parcel No.:	
Owner:		Parcel Size:	
Zoning:		Use:	
Structures:		<input type="checkbox"/> Passed Prescreening/Screening	

Fee Simple Acquisition Checklist						
Step		Description	Time	Start Date	Complete Date	Notes
1		City Council Authorization to Proceed				
2		Interest Letter Sent	7 days			
3		Negotiate Letter of Intent	30 days			
4		Preliminary Title Report Ordered and Reviewed	10 days			
5		Appraisal Ordered	1 day			
6	a	Appraisal Received/Reviewed	30 days			
	b	City Council Briefing of Status				
	c	Negotiate Purchase & Sale Agreement and Execute	60 days			
7		Due Diligence Begins				
8	a	Boundary Survey/Legal Description Ordered	1 day			
	b	Environmental Phase 1 Assessment Ordered	1 day			
	c	Structural Inspection Ordered <i>If applicable</i>	1 day			
9	a	Boundary Survey/Legal Description Received	30 days			
	b	Environmental Phase 1 Assessment Received/Reviewed	30 days			
	c	Structural Inspection Received/Reviewed	30 days			

**Exhibit 1**

<i>Step</i>	<i>Description</i>	<i>Time</i>	<i>Start Date</i>	<i>Complete Date</i>	<i>Notes</i>
<b>10</b>	City Council Approval of Appropriation				
<b>11</b>	Arrange Purchase through Land Trust or Other NGO <i>If applicable</i>				
<b>12</b>	Closing Statement Received from Escrow Officer				
<b>13</b>	RCO Grant Waiver of Retroactivity Submitted <i>If applicable</i>				
<b>14</b>	Deed, Cover Sheet, and Resolution Prepared and Sent to Legal for Review				
<b>15</b>	Staff Report with Attachments to PRC				
<b>16</b>	Staff Report with Attachments to Council				
<b>17</b>	Deed Accepted by Council				
<b>18</b>	Documents Submitted to Escrow				
<b>19</b>	Closing Payment Warrant Requested from Finance				
<b>20</b>	Warrant Delivered to Escrow				
<b>21</b>	Closing – Signing and Recordation				

**Additional Notes:**

## Option to Purchase Checklist

Project Number:		Staff:	
-----------------	--	--------	--

Property Information			
Address:		Parcel No.:	
Owner:		Parcel Size:	
Zoning:		Use:	
Structures:		<input type="checkbox"/> Passed Prescreening/Screening	

Option to Purchase Checklist						
Step		Description	Time	Start Date	Complete Date	Notes
1		City Council Authorization to Proceed				
2		Interest Letter Sent	7 days			
3		Negotiate Letter of Intent	30 days			
4		Preliminary Title Report Ordered and Reviewed	10 days			
5		Appraisal Ordered	1 day			
6	a	Appraisal Received/Reviewed	30 days			
	b	City Council Briefing of Status				
	c	Negotiate Option Agreement and Execute	60 days			
7		Due Diligence Begins				
8	a	Boundary Survey/Legal Description Ordered	1 day			
	b	Environmental Phase 1 Assessment Ordered	1 day			
	c	Structural Inspection Ordered <i>If applicable</i>	1 day			
9	a	Boundary Survey/Legal Description Received	30 days			
	b	Environmental Phase 1 Assessment Received/Reviewed	30 days			
	c	Structural Inspection Received/Reviewed	30 days			

**Exhibit 1**

<i>Step</i>	<i>Description</i>	<i>Time</i>	<i>Start Date</i>	<i>Complete Date</i>	<i>Notes</i>
<b>10</b>	City Council Approval of Appropriation				
<b>11</b>	Exercise Option				
<b>12</b>	Arrange Purchase through Land Trust or Other NGO <i>If applicable</i>				
<b>13</b>	Closing Statement Received from Escrow Officer				
<b>14</b>	RCO Grant Waiver of Retroactivity Submitted <i>If applicable</i>				
<b>15</b>	Deed, Cover Sheet, and Resolution Prepared and Sent to Legal for Review				
<b>16</b>	Staff Report with Attachments to PRC				
<b>17</b>	Staff Report with Attachments to Council				
<b>18</b>	Deed Accepted by Council				
<b>19</b>	Documents Submitted to Escrow				
<b>20</b>	Closing Payment Warrant Requested from Finance				
<b>21</b>	Warrant Delivered to Escrow				
<b>22</b>	Closing – Signing and Recordation				

**Additional Notes:**

## Right of First Refusal Checklist

Project Number:		Staff:	
-----------------	--	--------	--

Property Information			
Address:		Parcel No.:	
Owner:		Parcel Size:	
Zoning:		Use:	
Structures:		<input type="checkbox"/> Passed Prescreening/Screening	

Right of First Refusal Checklist						
Step		Description	Time	Start Date	Complete Date	Notes
1		City Council Authorization to Proceed				
2		Receive Notice of Offer	7 days			
3		Negotiate Letter of Intent	30 days			
4		Preliminary Title Report Ordered and Reviewed	10 days			
5		Appraisal Ordered	1 day			
6	a	Appraisal Received/Reviewed	30 days			
	b	City Council Briefing of Status				
	c	Negotiate Purchase & Sale Agreement and Execute	60 days			
7		Due Diligence Begins				
8	a	Boundary Survey/Legal Description Ordered	1 day			
	b	Environmental Phase 1 Assessment Ordered	1 day			
	c	Structural Inspection Ordered <i>If applicable</i>	1 day			
9	a	Boundary Survey/Legal Description Received	30 days			
	b	Environmental Phase 1 Assessment Received/Reviewed	30 days			
	c	Structural Inspection Received/Reviewed	30 days			

**Exhibit 1**

<i>Step</i>	<i>Description</i>	<i>Time</i>	<i>Start Date</i>	<i>Complete Date</i>	<i>Notes</i>
<b>10</b>	City Council Approval of Appropriation				
<b>11</b>	Arrange Purchase through Land Trust or Other NGO <i>If applicable</i>				
<b>12</b>	Closing Statement Received from Escrow Officer				
<b>13</b>	RCO Grant Waiver of Retroactivity Submitted <i>If applicable</i>				
<b>14</b>	Deed, Cover Sheet, and Resolution Prepared and Sent to Legal for Review				
<b>15</b>	Staff Report with Attachments to PRC				
<b>16</b>	Staff Report with Attachments to Council				
<b>17</b>	Deed Accepted by Council				
<b>18</b>	Documents Submitted to Escrow				
<b>19</b>	Closing Payment Warrant Requested from Finance				
<b>20</b>	Warrant Delivered to Escrow				
<b>21</b>	Closing – Signing and Recordation				

**Additional Notes:**

## Donation Checklist

Project Number:		Staff:	
-----------------	--	--------	--

Property Information			
Address:		Parcel No.:	
Owner:		Parcel Size:	
Zoning:		Use:	
Structures:		<input type="checkbox"/> Passed Prescreening/Screening	

Donation Checklist					
Step	Description	Time	Start Date	Complete Date	Notes
<b>1</b>	City Council Authorization to Proceed				
<b>2</b>	Interest Letter Sent	7 days			
<b>3</b>	Negotiate Letter of Intent	30 days			
<b>4</b>	Preliminary Title Report Ordered and Reviewed	10 days			
<b>5</b>	City Council Briefing of Status				
<b>6</b>	Negotiate Transfer of Real Property Documents	60 days			
<b>7</b>	Due Diligence Begins				
<b>8</b>	a	Boundary Survey/Legal Description Ordered	1 day		
	b	Environmental Phase 1 Assessment Ordered	1 day		
	c	Structural Inspection Ordered <i>If applicable</i>	1 day		
<b>9</b>	a	Boundary Survey/Legal Description Received	30 days		
	b	Environmental Phase 1 Assessment Received/Reviewed	30 days		
	c	Structural Inspection Received/Reviewed	30 days		
<b>10</b>	City Council Approval of Appropriation				
<b>11</b>	Closing Statement Received from Escrow Officer				

**Exhibit 1**

<i>Step</i>	<i>Description</i>	<i>Time</i>	<i>Start Date</i>	<i>Complete Date</i>	<i>Notes</i>
<b>12</b>	Deed, Cover Sheet and Resolution Prepared and Sent to Legal for Review				
<b>13</b>	Staff Report with Attachments to PRC				
<b>14</b>	Staff Report with Attachments to Council				
<b>15</b>	Deed Accepted by Council				
<b>16</b>	Documents Submitted to Escrow				
<b>17</b>	Warrant Delivered to Escrow				
<b>18</b>	Closing – Signing and Recordation				

**Additional Notes:**

## Life Estate Checklist

Project Number:		Staff:	
-----------------	--	--------	--

Property Information			
Address:		Parcel No.:	
Owner:		Parcel Size:	
Zoning:		Use:	
Structures:		<input type="checkbox"/> Passed Prescreening/Screening	

Life Estate Checklist						
Step		Description	Time	Start Date	Complete Date	Notes
1		City Council Authorization to Proceed				
2		Interest Letter Sent	7 days			
3		Negotiate Letter of Intent	30 days			
4		Preliminary Title Report Ordered and Reviewed	10 days			
5		Appraisal Ordered	1 day			
6	a	Appraisal Received/Reviewed	30 days			
	b	City Council Briefing on Status				
	c	Negotiate P&SA with Life Estate and Execute	60 days			
7		Due Diligence Begins				
8	a	Boundary Survey/Legal Description Ordered	1 day			
	b	Environmental Phase 1 Assessment Ordered	1 day			
	c	Structural Inspection Ordered <i>If applicable</i>	1 day			
9	a	Boundary Survey/Legal Description Received	30 days			
	b	Environmental Phase 1 Assessment Received/Reviewed	30 days			
	c	Structural Inspection Received/Reviewed	30 days			

**Exhibit 1**

<i>Step</i>	<i>Description</i>	<i>Time</i>	<i>Start Date</i>	<i>Complete Date</i>	<i>Notes</i>
<b>10</b>	City Council Approval of Appropriation				
<b>11</b>	Arrange Purchase through Land Trust or Other NGO <i>If applicable</i>				
<b>12</b>	Closing Statement Received from Escrow Officer				
<b>13</b>	RCO Grant Waiver of Retroactivity Submitted <i>If applicable</i>				
<b>14</b>	Deed, Cover Sheet, and Resolution Prepared and Sent to Legal for Review				
<b>15</b>	Staff Report with Attachments to PRC				
<b>16</b>	Staff Report with Attachments to Council				
<b>17</b>	Deed Accepted by Council				
<b>18</b>	Documents Submitted to Escrow				
<b>19</b>	Closing Payment Warrant Requested from Finance				
<b>20</b>	Warrant Delivered to Escrow				
<b>21</b>	Closing – Signing and Recordation				

**Additional Notes:**

## Public Easement Checklist

Project Number:		Staff:	
-----------------	--	--------	--

Property Information			
Address:		Parcel No.:	
Owner:		Parcel Size:	
Zoning:		Use:	
Structures:		<input type="checkbox"/> Passed Prescreening/Screening	

Public Easement Checklist						
Step		Description	Time	Start Date	Complete Date	Notes
1		City Council Authorization to Proceed				
2		Interest Letter Sent	7 days			
3		Negotiate Letter of Intent	30 days			
4		Preliminary Title Report Ordered and Reviewed	10 days			
5		Appraisal Ordered	1 day			
6	a	Appraisal Received/Reviewed	30 days			
	b	City Council Briefing of Status				
	c	Negotiate Easement Agreement	60 days			
7		Due Diligence Begins				
8		Boundary Survey/Legal Description Ordered	1 day			
9		Boundary Survey / Legal Description Received	30 days			
10		City Council Approval of Appropriation				
11		Arrange Easement through Land Trust or Other NGO <i>If applicable</i>				
12		Closing Statement Received from Escrow Officer				

**Exhibit 1**

<i>Step</i>	<i>Description</i>	<i>Time</i>	<i>Start Date</i>	<i>Complete Date</i>	<i>Notes</i>
<b>13</b>	RCO Grant Waiver of Retroactivity Submitted <i>If applicable</i>				
<b>14</b>	Easement, Cover Sheet, and Resolution Prepared and Sent to Legal for Review				
<b>15</b>	Staff Report with Attachments to PRC				
<b>16</b>	Staff Report with Attachments to Council				
<b>17</b>	Easement Accepted by Council				
<b>18</b>	Documents Submitted to Escrow				
<b>19</b>	Closing Payment Warrant Requested from Finance				
<b>20</b>	Warrant Delivered to Escrow				
<b>21</b>	Closing – Signing and Recordation				

**Additional Notes:**

## Leasing Checklist

Project Number:		Staff:	
-----------------	--	--------	--

Property Information			
Address:		Parcel No.:	
Owner:		Parcel Size:	
Zoning:		Use:	
Structures:		<input type="checkbox"/> Passed Prescreening/Screening	

Leasing Checklist						
Step		Description	Time	Start Date	Complete Date	Notes
1		City Council Authorization to Proceed				
2		Interest Letter Sent	7 days			
3		Negotiate Letter of Intent	30 days			
4		Preliminary Title Report Ordered and Reviewed	10 days			
5		Appraisal Ordered	1 day			
6	a	Appraisal Received/Reviewed	30 days			
	b	City Council Briefing of Status				
	c	Negotiate Lease	60 days			
7		Due Diligence Begins				
8	a	Boundary Survey/Legal Description Ordered	1 day			
	b	Environmental Phase 1 Assessment Ordered	1 day			
	c	Structural Inspection Ordered <i>If applicable</i>	1 day			
9	a	Boundary Survey/Legal Description Received	30 days			
	b	Environmental Phase 1 Assessment Received/Reviewed	30 days			
	c	Structural Inspection Received/Reviewed	30 days			

**Exhibit 1**

<i>Step</i>	<i>Description</i>	<i>Time</i>	<i>Start Date</i>	<i>Complete Date</i>	<i>Notes</i>
<b>10</b>	City Council Approval of Appropriation				
<b>11</b>	Arrange Lease through Land Trust or other NGO <i>If applicable</i>				
<b>12</b>	Closing Statement Received from Escrow Officer				
<b>13</b>	Lease, Cover Sheet, and Resolution Prepared and Sent to Legal for Review				
<b>14</b>	Staff Report with Attachments to PRC				
<b>15</b>	Staff Report with Attachments to Council				
<b>16</b>	Lease Accepted by Council				
<b>17</b>	Closing – Signing and Recordation				

**Additional Notes:**

## Land Trade Checklist

Project Number:		Staff:	
-----------------	--	--------	--

Property Information			
Address:		Parcel No.:	
Owner:		Parcel Size:	
Zoning:		Use:	
Structures:		<input type="checkbox"/> Passed Prescreening/Screening	

Land Trade Acquisition Checklist						
Step		Description	Time	Start Date	Complete Date	Notes
1		City Council Authorization to Proceed				
2		Interest Letter Sent	7 days			
3		Negotiate Letter of Intent	30 days			
4		Dual Preliminary Title Report Ordered and Reviewed	10 days			
6		Dual Appraisals Ordered	1 day			
6	a	Dual Appraisals Received/Reviewed	30 days			
	b	City Council Briefing of Status				
	c	Negotiate Land Trade and Execute	60 days			
7		Due Diligence Begins				
8	a	Boundary Survey/Legal Description Ordered	1 day			
	b	Environmental Phase 1 Assessment Ordered	1 day			
	c	Structural Inspection Ordered <i>If applicable</i>	1 day			
9	a	Boundary Survey/Legal Description Received	30 days			
	b	Environmental Phase 1 Assessment Received/Reviewed	30 days			
	c	Structural Inspection Received/Reviewed	30 days			

**Exhibit 1**

<i>Step</i>	<i>Description</i>	<i>Time</i>	<i>Start Date</i>	<i>Complete Date</i>	<i>Notes</i>
10	City Council Approval of Appropriation				
11	Arrange Trade through Land Trust or other NGO <i>If applicable</i>				
12	Closing Statement Received from Escrow Officer				
13	RCO Grant Waiver of Retroactivity Submitted <i>If applicable</i>				
14	Deed, Cover Sheet, and Resolution Prepared and Sent to Legal for Review				
15	Staff Report with Attachments to PRC				
16	Staff Report with Attachments to Council				
17	Deed Accepted by Council				
18	Documents Submitted to Escrow				
19	Closing Payment Warrant Requested from Finance				
20	Warrant Delivered to Escrow				
21	Closing – Signing and Recordation				

**Additional Notes:**

## Condemnation Checklist

Project Number:		Staff:	
-----------------	--	--------	--

Property Information			
Address:		Parcel No.:	
Owner:		Parcel Size:	
Zoning:		Use:	
Structures:	<input type="checkbox"/> Passed Prescreening/Screening		

Condemnation Checklist						
Step		Description	Time	Start Date	Complete Date	Notes
1		City Council Authorization to Proceed				
2	a	Preliminary Due Diligence	1-2 months			
	b	Meeting with Property Owner				
3		Preliminary Title Report Ordered/Reviewed				
4	a	Appraisal Contract Drafted	2 months			
	b	Appraisal Ordered				
5	a	Appraisal Received/Reviewed				
	b	City Council Briefing of Status				
6		Prepare Offer Letter <ul style="list-style-type: none"> <li>• <i>In the amount of the appraisal</i></li> <li>• <i>Include a 21-day review time limit</i></li> </ul>	1 month			
7	a	Possession and Use Agreement (P&U) <ul style="list-style-type: none"> <li>• <i>Allows design and construction to begin during negotiations.</i></li> <li>• <i>Required before permitting &amp; construction begins.</i></li> <li>• <i>Include provision stating if an agreement on final purchase price is not reached between both parties, the City has the right to file a condemnation petition wherein a court and jury will determine final compensation.</i></li> </ul>	2 months			
	b	Check Provided to City Attorney's Office				
8		City Council Briefing of Status & Approval to Begin Condemnation Proceedings				
9		Condemnation Proceedings Begin <ul style="list-style-type: none"> <li>• <i>Pursuant to RCW 8.12</i></li> </ul>	1 month			
10		Notice of Public Hearing on Condemnation Ordinance <ul style="list-style-type: none"> <li>• <i>Notice sent by Certified Mail min. 15 days prior to consideration at City Council and published in newspaper once a week for two weeks prior.</i></li> <li>• <i>Contents set forth in RCW 8.25.290(2)(ii)</i></li> </ul>				

## Exhibit 1

Step	Description	Time	Start Date	Complete Date	Notes
11	<p>City Council Passes Condemnation Ordinance</p> <ul style="list-style-type: none"> <li>• <i>First reading followed by public hearing and testimony.</i></li> <li>• <i>Second reading and adoption at next regularly scheduled meeting.</i></li> </ul>				
12	Updated Title Report Ordered and Reviewed				
13	<p>Condemnation Petition Filed with King County Court</p> <ul style="list-style-type: none"> <li>• <i>Updated Title Report</i></li> <li>• <i>Site plan and boundaries</i></li> <li>• <i>Legal description</i></li> <li>• <i>Check in the amount the City offered for the property. NOTE: 12% annual interest is accrued on the difference between the City's offer and final amount for the actual period of time between deposit and final settlement or trial.</i></li> </ul>	1 month			
14	a	Condemnation Lawsuit Begins	8-10 months		
	b	Release of Interested Persons (utilities, easements)			
	c	Negotiate Final Compensation Amount			
	d	If Negotiations Fail, Jury Trial & Decision on Final Compensation			
	e	City Council Briefing of Status as needed			
15	<p>Final Decree of Appropriation</p> <ul style="list-style-type: none"> <li>• <i>Final payment deposited with the Court.</i></li> <li>• <i>Court provides Final Decree of Appropriation (receipt of payment).</i></li> </ul>	5 months			
16	City Council Briefing of Status				
17	a	Closing Begins	1 month		
	b	Updated Title Report Ordered and Reviewed			
	c	Title Report, Agreed Judgement, and Final Decree of Appropriation provided to City Clerk			

### Additional Notes:

**Exhibit 1**