



AGENDA

City Council Regular Meeting

6:30 PM - Tuesday, April 17, 2018

City Hall Council Chambers, Sammamish, WA

Page		Estimated Time
	CALL TO ORDER	6:30 pm
	ROLL CALL	
	PLEDGE OF ALLEGIANCE	
	APPROVAL OF AGENDA	
	EXECUTIVE SESSION	6:35 pm
	Potential Property Acquisition pursuant to RCW 42.30.110(1)(b)	
	PUBLIC COMMENT	6:50 pm
	<p>Note: <i>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. Please be aware that Council meetings are videotaped and available to the public.</i></p>	
	CONSENT CALENDAR	7:20 pm
4 - 11	1. Approval: Claims For Period Ending April 17, 2017 In The Amount Of \$1,744,598.62 For Check No. 50211 Through 50341 View Agenda Item	
12 - 17	2. Resolution: Identifying a Concurrency Methodology and Establishing the Associated Policy Review Schedule and Timeline for Adoption	

- [View Agenda Item](#)
- 18 - 21 3. **Resolution:** Accepting the Klahanie Park Drainage Improvements Project as Complete (C2017-227)
[View Agenda Item](#)
- 22 - 26 4. **Resolution:** Accepting the 2017 Pavement Program - Patching Project as complete (C2017-251)
[View Agenda Item](#)
- 27 - 30 5. **Bid Award:** 2018 Curb Ramp Retrofit and Sidewalk Repair Project
[View Agenda Item](#)
- 31 - 35 6. **Grant:** Recreation and Conservation Office (RCO) Grant Application for the Zackuse Creek Property Acquisition
[View Agenda Item](#)
- 36 7. **Approval:** Notes for April 2, 2018 Study Session
[View Agenda Item](#)
- 37 - 42 8. **Approval:** Minutes for April 3, 2018 Regular Meeting
[View Agenda Item](#)

PRESENTATIONS / PROCLAMATIONS

7:30 pm

- 43 - 122 9. **Annual Report:** Sammamish Community Center YMCA 2017 Annual Report
[View Agenda Item](#)

PUBLIC HEARINGS

UNFINISHED BUSINESS

NEW BUSINESS

8:30 pm

- 123 - 148 10. **Discussion:** Preliminary Concurrency Intersection Analysis Results - 2019-2024 TIP
[View Agenda Item](#)

COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS

CITY MANAGER REPORT

EXECUTIVE SESSION

9:30 pm

Potential Property Acquisition pursuant to RCW 42.30.110(1)(b)

ADJOURNMENT

10:00 pm

LONG TERM CALENDAR

- 149 - 155 [View Calendar](#)

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.



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Lori/Finance Department
DATE: April 12, 2018
RE: Claims for April 17, 2018

\$4,423.50
 \$15,402.91
 \$354,822.85
 \$5,890.03
 \$1,364,059.33

Top 10 Over \$10,000 Payments

Eastside Fire & Rescue	\$624,220.50	Fire & Rescue Services - April 2018
Trimaxx	\$176,602.59	Road Improvements
AWC Employee Benefits Trust	\$151,015.41	Employee Medical
Issaquah School District	\$98,419.00	School Impact Fees
David Evans & Associates, Inc.	\$61,287.34	Transportation & Surface Water Improvement
Coast to Coast Turf Inc.	\$53,347.86	Release of Retainage
ICMA 401 A	\$51,467.32	Employee Benefits
King County Finance	\$36,796.95	DOT Road Services
Pro-Vac	\$34,999.93	Storm Water System Cleaning
Patriot Maintenance	\$34,447.02	Janitorial Services - March 2018

4,423.50 +
 15,402.91 +
 354,822.85 +
 5,890.03 +
 1,364,059.33 +
 005
 1,744,598.62 +

Total \$1,744,598.62
 Check #50211 - #50341

Accounts Payable

Check Register Totals Only

User: lkaynak
 Printed: 3/30/2018 - 11:01 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
50211	03/30/2018	ALLSTREA	Allstream	2,266.78	50,211
50212	03/30/2018	CENTURY	Century Link	66.99	50,212
50213	03/30/2018	COMCAST2	Comcast	369.15	50,213
50214	03/30/2018	republic	Republic Services #172	170.91	50,214
50215	03/30/2018	SAM	Sammamish Plateau Water Sewer	1,549.67	50,215
Check Total:				4,423.50	

Accounts Payable
Computer Check Register

User: lkraynak
 Printed: 03/30/2018 - 4:08PM
 Batch: 00014.03.2018
 Bank Account: APPR



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
50216	IRONCREE	Iron Creek Construction, LLC	3/30/2018		11,500.41
					3,902.50
		Check 50216 Total:			15,402.91
		Report Total:			15,402.91

Accounts Payable

Check Register Totals Only

User: lkaynak
 Printed: 4/5/2018 - 9:47 AM

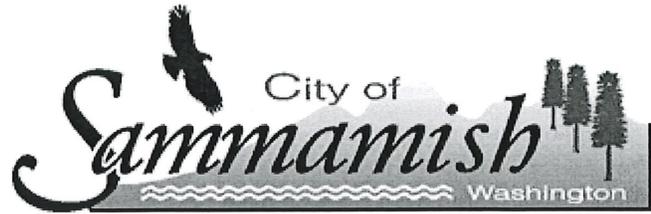


Check	Date	Vendor No	Vendor Name	Amount	Voucher
50217	04/05/2018	AWCLIF	Association of Washington Cities	211.50	50,217
50218	04/05/2018	AWCMED	AWC Employee Benefits Trust	151,015.41	50,218
50219	04/05/2018	CASDU	California State Disbursement Unit	663.50	50,219
50220	04/05/2018	ICMA401	ICMA 401	51,467.32	50,220
50221	04/05/2018	ICMA457	ICMA457	19,724.42	50,221
50222	04/05/2018	ISD	Issaquah School District	98,419.00	50,222
50223	04/05/2018	KINGPET	King County Pet Licenses	375.00	50,223
50224	04/05/2018	LWSD	Lake Washington School Dist	29,885.00	50,224
50225	04/05/2018	LEGALSHI	Legal Shield	105.65	50,225
50226	04/05/2018	NAVIA	Navia Benefits Solution	2,375.48	50,226
50227	04/05/2018	WASUPPOR	Wa State Support Registry	580.57	50,227
Check Total:				354,822.85	

Accounts Payable

Check Register Totals Only

User: lkraynak
 Printed: 4/6/2018 - 11:52 AM

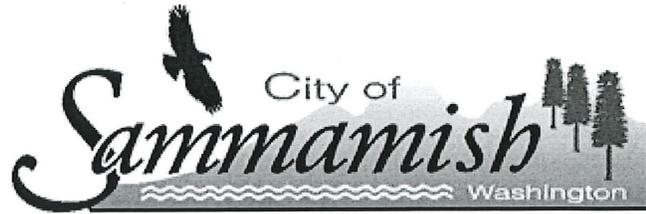


Check	Date	Vendor No	Vendor Name	Amount	Voucher
50228	04/06/2018	COMCAST2	Comcast	378.57	50,228
50229	04/06/2018	FRONTIR2	Frontier	396.87	50,229
50230	04/06/2018	PSE	Puget Sound Energy	3,543.55	50,230
50231	04/06/2018	SAM	Sammamish Plateau Water Sewer	701.04	50,231
50232	04/06/2018	WATREAS	Wa State Treasurer	870.00	50,232
Check Total:				5,890.03	

Accounts Payable

Check Register Totals Only

User: lkraynak
 Printed: 4/11/2018 - 2:52 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
50233	04/17/2018	AHUIARE	Reecha Ahuja	31.71	50,233
50234	04/17/2018	ALDWORTH	Kurt Aldworth	107.57	50,234
50235	04/17/2018	ALTUS	Altus Traffic Management	4,335.36	50,235
50236	04/17/2018	APS	Applied Professional Svcs, Inc.	90.00	50,236
50237	04/17/2018	BACKGROU	Background Source Intl	169.00	50,237
50238	04/17/2018	BADGLEY	Badgley Landscape LLC	16,191.89	50,238
50239	04/17/2018	BELLCITY	City Of Bellevue	16,206.25	50,239
50240	04/17/2018	BELZAK	Steve Belzak	71.59	50,240
50241	04/17/2018	BEST	Best Parking Lot Cleaning, Inc	6,861.86	50,241
50242	04/17/2018	BMC	BMC East LLC	879.90	50,242
50243	04/17/2018	BUSCHD	Darin Busch	131.95	50,243
50244	04/17/2018	CDW	CDW Govt Inc	15,349.18	50,244
50245	04/17/2018	CLARITY	Clarity Consulting Engineers	3,520.00	50,245
50246	04/17/2018	COASTTUR	Coast To Coast Turf Inc	53,347.86	50,246
50247	04/17/2018	CORALCON	Coral Costruction Company	25,695.12	50,247
50248	04/17/2018	DAILY	Daily Journal of Commerce	384.00	50,248
50249	04/17/2018	DRIFTMIE	Driftmier Architects, P.S.	2,789.62	50,249
50250	04/17/2018	EASTFIRE	Eastside Fire & Rescue	624,220.50	50,250
50251	04/17/2018	ESA	ESA	7,765.11	50,251
50252	04/17/2018	EVANS	David Evans & Associates, Inc	61,287.34	50,252
50253	04/17/2018	FASTENAL	Fastenal Industrial Supplies	707.36	50,253
50254	04/17/2018	FIREPROT	Fire Protection, Inc.	1,085.49	50,254
50255	04/17/2018	FOLSPARK	Friends Of Lk Sammamish State Park	3,000.00	50,255
50256	04/17/2018	GOODSON	David M. Goodson	840.00	50,256
50257	04/17/2018	GOPARAJU	Ananya Goparaju	85.99	50,257
50258	04/17/2018	GRAINGER	Grainger	1,460.83	50,258
50259	04/17/2018	GREATAME	Great America Financial Services	130.90	50,259
50260	04/17/2018	HANKINS	Chris Hankins	71.64	50,260
50261	04/17/2018	HDFOWL	H. D. Fowler Company	115.18	50,261
50262	04/17/2018	HENDRIKU	Hendrikus Organics, Inc.	6,732.00	50,262
50263	04/17/2018	HOBBSK	Kara Hobbs	776.12	50,263
50264	04/17/2018	HONEY	Honey Bucket	1,930.82	50,264
50265	04/17/2018	ISNW	Industrial Solutions NW LLC	413.56	50,265
50266	04/17/2018	ISSCEDAR	Issaquah Cedar & Lumber	14.50	50,266
50267	04/17/2018	JONESELB	Dylan L.B. Jones	21.40	50,267
50268	04/17/2018	JORDANJ	James H. Jordan Jr.	1,526.11	50,268
50269	04/17/2018	KENNERC	Cindi D. Kenner	776.11	50,269
50270	04/17/2018	KIMSEY	Sarah Hawes Kimsey	6,628.92	50,270
50271	04/17/2018	KINGFI	King County Finance A/R	36,796.95	50,271
50272	04/17/2018	KINGREAL	King County Real Estate Services	500.00	50,272
50273	04/17/2018	KINGTREA	King County Treasury Div	1,352.00	50,273
50274	04/17/2018	KIRKBRIA	Brian Kirkland	84.00	50,274
50275	04/17/2018	KIRKDON	Donald R. Kirkland Jr.	776.11	50,275
50276	04/17/2018	LAKEFORE	City Of Lake Forest Park	50.00	50,276
50277	04/17/2018	LAKESIDE	Lakeside Industries	5,532.23	50,277
50278	04/17/2018	LEWISCOL	Colton Lewis	151.00	50,278
50279	04/17/2018	LEXIS	Lexis Nexis Risk Data Mgmt	54.30	50,279
50280	04/17/2018	LongBAY	Long Bay Enterprises, Inc	11,397.64	50,280
50281	04/17/2018	LUNDE	Devany Lunde	63.66	50,281
50282	04/17/2018	LUNTJOHN	John Lunt	460.00	50,282

Check	Date	Vendor No	Vendor Name	Amount	Voucher
50283	04/17/2018	MAILPO	Mail Post	300.06	50,283
50284	04/17/2018	MALLORY	Mallory Paint Store	13.88	50,284
50285	04/17/2018	MARSMISS	Missy Marshall May	34.16	50,285
50286	04/17/2018	MATTESM	Michael S. Mattes	776.11	50,286
50287	04/17/2018	McGRUFF	McGruff Safe Kids	453.44	50,287
50288	04/17/2018	MCKINGRE	Gregory McKinney	392.94	50,288
50289	04/17/2018	McNICHOL	McNichols Company	1,536.31	50,289
50290	04/17/2018	MIG/SvR	MIG/SvR	3,824.91	50,290
50291	04/17/2018	MILLERRJ	Robert J. Miller	776.11	50,291
50292	04/17/2018	MINUTE	Minuteman Press	55.00	50,292
50293	04/17/2018	MOBERLY	Lynn Moberly	12,468.00	50,293
50294	04/17/2018	MORUP	Morup Signs Inc	505.00	50,294
50295	04/17/2018	NETRUCK	North End Truck Equip Inc	12,110.10	50,295
50296	04/17/2018	NORTHWE	Northwest Nurseries Inc.	4,497.63	50,296
50297	04/17/2018	NRC	National Research Center, Inc	9,900.00	50,297
50298	04/17/2018	NUVELOCI	Nuvelocity	1,909.41	50,298
50299	04/17/2018	NWPLAY	Northwest Playground Equipment	7,696.21	50,299
50300	04/17/2018	OSBORNJ	Jason Osborn	188.57	50,300
50301	04/17/2018	OTAK	Otak	3,855.44	50,301
50302	04/17/2018	PACAIR	Pacific Air Control, Inc	650.10	50,302
50303	04/17/2018	PACE	Pace Engineers, Inc.	2,812.00	50,303
50304	04/17/2018	PACPLANT	Pacific Plants	7,817.43	50,304
50305	04/17/2018	PACSOIL	Pacific Topsoils, Inc	3,694.83	50,305
50306	04/17/2018	PAPE	Pape Machinery	17,459.53	50,306
50307	04/17/2018	PATRIOT	Patriot Maintenance Inc	34,447.02	50,307
50308	04/17/2018	PERRON	Scott Perron	72.68	50,308
50309	04/17/2018	PLAYCREA	Play Creation, Inc.	1,560.63	50,309
50310	04/17/2018	POA	Pacific Office Automation	6,115.23	50,310
50311	04/17/2018	Provac	PRO-VAC	34,999.93	50,311
50312	04/17/2018	PSCLEAN	Puget Sound Clean Air Agency	14,768.50	50,312
50313	04/17/2018	PSINTEGR	Performance Systems Integration LLC	2,894.21	50,313
50314	04/17/2018	R&RRENTA	R&R Rentals	369.65	50,314
50315	04/17/2018	RUPKE	Colleen Rupke	33.57	50,315
50316	04/17/2018	SAFEBUIL	Safebuilt Washington LLC	15,680.00	50,316
50317	04/17/2018	SAMCHAMB	Sammamish Chamber of Commerce	5,000.00	50,317
50318	04/17/2018	SANDEEPM	Sandeep Misra	776.11	50,318
50319	04/17/2018	SEATIM	Seattle Times	3,039.17	50,319
50320	04/17/2018	SEQUOYAH	Sequoyah Electric, LLC	1,973.91	50,320
50321	04/17/2018	SHANNONW	Shannon & Wilson Inc	1,529.97	50,321
50322	04/17/2018	SHEDDCLA	Claradell Shedd	34.43	50,322
50323	04/17/2018	SITEONE	Site One Landscape Supply LLC	969.32	50,323
50324	04/17/2018	SMS	SMS Cleaning, Inc	2,700.00	50,324
50325	04/17/2018	STANTEC	Stantec Consulting Services	13,829.23	50,325
50326	04/17/2018	STEINLOT	Stein Lotzkar & Starr P.S. Inc	4,200.00	50,326
50327	04/17/2018	STEINT	Todd D. Steinhart	776.11	50,327
50328	04/17/2018	STUCKER	Shawn Stucker	151.75	50,328
50329	04/17/2018	STYRO	Styro Recycle LLC	800.00	50,329
50330	04/17/2018	SUNBELT	Sunbelt Rentals	3,610.54	50,330
50331	04/17/2018	SYEDKAM	Kamran Syed	776.11	50,331
50332	04/17/2018	SYSIDTE	SysAid Technologies Ltd.	1,885.00	50,332
50333	04/17/2018	TRIANGLE	Triangle Associates, Inc	705.76	50,333
50334	04/17/2018	TRIMAXX	Trimaxx Construction Inc	176,602.53	50,334
50335	04/17/2018	UTILITIE	Utilities Underground Location Ctr	810.12	50,335
50336	04/17/2018	UWBLANK	University of Washington	8,586.68	50,336
50337	04/17/2018	WABO1	Wa Assoc of Bldg Officials	50.00	50,337
50338	04/17/2018	WATTS	Travis Watts	116.00	50,338
50339	04/17/2018	WORKWEAR	The Workwear Place	984.02	50,339
50340	04/17/2018	WRPA	Wa Recreation & Parks Assoc	1,295.00	50,340
50341	04/17/2018	ZUMAR	Zumar Industries, Inc.	5,218.35	50,341

Agenda Bill
 City Council Regular Meeting
 April 17, 2018



SUBJECT:	Transportation Concurrency and Level of Service Methodology Resolution		
DATE SUBMITTED:	April 12, 2018		
DEPARTMENT:	Public Works		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Move to approve the attached resolution revising the preferred transportation concurrency methodology and level of service standards.		
EXHIBITS:	1. Exhibit 1 - Revised Concurrency & LOS Resolution draft		
BUDGET:			
Total dollar amount		<input type="checkbox"/>	Approved in budget
Fund(s)		<input type="checkbox"/>	Budget reallocation required
		<input checked="" type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:			
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Community Safety
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/>	<input type="checkbox"/>	Community Livability
<input type="checkbox"/> High Performing Government	<input type="checkbox"/>	<input type="checkbox"/>	Culture & Recreation
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/>	<input type="checkbox"/>	Financial Sustainability

ISSUE BEFORE COUNCIL:

Shall the Council adopt a resolution revising the preferred transportation concurrency methodology and level of service standards?

KEY FACTS AND INFORMATION SUMMARY:

The Council adopted [R2018-782](#) on March 6, 2018 in which the preferred transportation concurrency policy and level of service (LOS) approach is described, as well as the schedule for amending the Comprehensive Plan and associated codes. The LOS standard is described as an "intersection-wide, volume weighted average delay approach with an LOS of D, with allowance for LOS E where LOS D cannot be achieved per the 2015 Comprehensive Plan."

Council subsequently moved to revise the resolution to allow LOS C for intersections on minor arterials and collector roads. The attached resolution reflects the latest direction.

FINANCIAL IMPACT:

None.

OTHER ALTERNATIVES CONSIDERED:

No other alternatives were considered since the attached resolution reflects the Council's directive given at their March 20, 2018 council meeting.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Comprehensive Plan Transportation Element](#)

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2018-**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, IDENTIFYING A CONCURRENCY
METHODOLOGY AND ESTABLISHING THE
ASSOCIATED POLICY REVIEW SCHEDULE AND
TIMELINE FOR ADOPTION**

WHEREAS, the City Council acknowledges its obligation under the Growth Management Act (GMA) to plan for adequate transportation infrastructure concurrently with its population growth; and

WHEREAS the City Council is currently reviewing and considering the adoption of possible amendments to the traffic concurrency methodology and Level of Service (LOS) standards; and

WHEREAS, on December 5, 2017, the City Council passed Resolution R2017-762 declaring full support for the City’s Town Center Plan adopted in June 2008 and a desire that any future development in the Town Center be subject to the City’s amended concurrency methodology and LOS standards, if any; and

WHEREAS, the City Council reaffirms full support for the City’s Town Center Plan and fully supports the residential density and commercial space set forth in the Preferred Alternative as adopted by Resolution R2007-271, as more fully described in the SAMMAMISH TOWN CENTER SUB-AREA PLAN – Final Environmental Impact Statement dated October 7, 2007; and

WHEREAS, Resolution R2017-762 indicated that if an amended concurrency methodology was adopted, the amended concurrency methodology was intended to be established and substantially completed by the end of March 31, 2018, although final incorporation into the City’s Comprehensive Plan and the effective date was not anticipated until the third quarter of 2018; and

WHEREAS, the City is currently developing a Transportation Master Plan (TMP) for the purpose of outlining a comprehensive approach to the City’s transportation network and transportation policies, with an expected adoption in 2019; and

WHEREAS, a revised concurrency methodology will be one component of the TMP; and

WHEREAS, the City Council wishes to provide direction on an amended concurrency policy and to establish the timeline for adoption and full implementation of any such new policy; and

WHEREAS, following the adoption of an amended concurrency methodology and LOS standards, the City Council will adopt an updated 6-year Transportation Improvement Plan (TIP), identifying the transportation improvements necessary to address existing deficiencies; and

WHEREAS, presentations and discussions on concurrency and LOS were held with the City Council on September 5, 2107; September 19, 2017; October 11, 2017 (Technical Meeting #1); November 21, 2017; November 28, 2017 (Technical Meeting #2); December 12, 2017; January 16, 2018; February 13, 2018; and March 5, 2018.

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

Section 1. Concurrency Methodology Direction Provided. The City Council affirms the preferred transportation concurrency policy and LOS approach, which is further described as the intersection-wide, volume weighted average delay approach with an LOS of C for minor arterials and collector roads, and LOS of D for principal arterials, with allowance for LOS E where LOS D cannot be achieved per the 2015 Comprehensive Plan.

Section 2. Review Schedule Established. The City Council approves the schedule in Attachment A, incorporated herein, providing a preferred timeline for amending the concurrency methodology approach and LOS standards, the Comprehensive Plan, and affected development regulations. The schedule in Attachment A supersedes the previous schedule as indicated in Resolution R2017-762.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

Section 4. Effective Date. This Resolution supersedes R2017-762 and shall take effect immediately upon signing.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF MARCH, 2018.

CITY OF SAMMAMISH

Mayor Christie Malchow

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.

Attachment A – Project Schedule

- 3/6/2018 – City Council resolution to approve concurrency policy approach, LOS and project schedule. Resolution will supersede R2017-762.
- 3/20/2018 – Approve Fehr & Peers contract amendment – Concurrency policy and transportation planning.
- 4/19/2018 – Planning Commission Work Session: Concurrency 101.
- 4/30/2018 – Joint City Council and Planning Commission Study Session #1: Proposed Comprehensive Plan Amendment updates related to concurrency.
- 5/15/2018 - Joint City Council and Planning Commission Study Session #2: Proposed code revisions related to concurrency.
- 6/4/2018 - Joint City Council and Planning Commission Study Session #3: Comprehensive Plan Amendment and code revisions reviewed together and discussed.
- 6/5/2018 – Introduction of the draft 2019-2024 Transportation Improvement Plan (TIP).
- 6/19/2018 – Resolution adopting the 2019-2024 Transportation Improvement Plan (TIP).
- 6/21/2018 – Planning Commission Public Hearing #1: Comprehensive Plan Amendment and Planning Commission Public Hearing #2: Code revisions.
- 7/10/2018 – City Council Public Hearing – Comprehensive Plan Amendment.
- 7/17/2018 – City Council Public Hearing – Code revisions.

Agenda Bill
 City Council Regular Meeting
 April 17, 2018



SUBJECT:	Project Acceptance: Klahanie Park Drainage Improvements Project, C2017-227	
DATE SUBMITTED:	April 06, 2018	
DEPARTMENT:	Parks & Recreation	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Approve a resolution accepting the construction of the Klahanie Park Drainage Improvements Project by Ohno Construction Company as complete.	
EXHIBITS:	1. Exhibit 1 - Resolution of Project Acceptance	
BUDGET:		
Total dollar amount	\$247,500	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	Parks Capital Improvement Fund	<input type="checkbox"/> Budget reallocation required
		<input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

ISSUE BEFORE COUNCIL:
 Shall Council accept the Drainage Improvements project at Klahanie Park with Ohno Construction Company as complete?

KEY FACTS AND INFORMATION SUMMARY:
 On [September 5, 2017](#), the construction contract for the Klahanie Park Drainage Improvements project was awarded to Ohno Construction Company in the amount of \$225,000 plus Washington State Sales tax in the amount of \$22,500 and with a \$20,000 construction contingency, to be administered by the City Manager, for a total authorization amount of \$267,500.

All work for the Klahanie Park Drainage Improvements project has been successfully completed; a final inspection has been held and the contractor has completed the final list of deficiencies. There were no contractor claims filed against the City and no liquidated damages were assessed against the contractor.

FINANCIAL IMPACT:

The completed improvements were constructed within the project budget. A summary of the actual construction expenditures is listed below.

Construction Costs, C2017-227:	
Total City Council Authorization	\$267,500
Total Construction Expenditures	\$247,500
Balance/Unspent Funds	\$20,000

OTHER ALTERNATIVES CONSIDERED:

No alternatives. The project has been deemed complete and final authorization is needed to complete the close-out paperwork.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

Work under this contract is outlined in the [2017-2022 Parks Capital Improvement Plan](#), adopted by City Council on June 21, 2016.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2018-XXX**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE KLAHANIE PARK
DRAINAGE IMPROVEMENTS PROJECT AS COMPLETE.**

WHEREAS, at the Council meeting of September 5, 2017 the City Council authorized award of the construction contract for the Klahanie Park Drainage Improvements Project; and

WHEREAS, the City Manager entered into Contract C2017-227 for construction of the Klahanie Park Drainage Improvements Project with Ohno Construction Company on September 5, 2017; and

WHEREAS, the project was substantially completed by the contractor on October 24, 2017; and

WHEREAS, the project was completed within the authorized construction contract plus contingencies amount;

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the Klahanie Park Drainage Improvements Project as complete.

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

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 17th DAY OF APRIL, 2018.**

CITY OF SAMMAMISH

Christie Malchow, Mayor

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Mike Kenyon, City Attorney

Filed with the City Clerk: April 6, 2018
Passed by the City Council: April 17, 2018
Resolution No.: **R2018-XXX**

Agenda Bill
 City Council Regular Meeting
 April 17, 2018



SUBJECT:	Final Project Acceptance: 2017 Pavement Program - Patching: Contract #C2017-251	
DATE SUBMITTED:	April 10, 2018	
DEPARTMENT:	Public Works	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Adopt the resolution accepting construction of the 2017 Pavement Program - Patching Project by Watson Asphalt Paving Co., Inc. as complete.	
EXHIBITS:	1. Exhibit 1 - 2017 Pavement Program - Patching Contract Closeout Resolution 2. Exhibit 2 - 2017 Pavement Program - Patching Final Voucher	
BUDGET:		
Total dollar amount	\$236,873.72	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	Overlay & Pavement Preservation	<input type="checkbox"/> Budget reallocation required
	- Roadway, 101-000-542-30-48-51	<input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

ISSUE BEFORE COUNCIL:

Shall Council accept the 2017 Pavement Program - Patching Project by Watson Asphalt Paving Co., Inc. as complete?

KEY FACTS AND INFORMATION SUMMARY:

Summary:

All work for the 2017 Pavement Program - Patching Project has been completed in accordance with the project specifications. The recommended action approves the final contract amount and constitutes the final acceptance of the work. There were no contractor claims filed against the City, and no

liquidated damages were assessed against the contractor. The final project amount was within the approved budget.

Background:

On December 12, 2017 Council authorized the City Manager to award and execute a contract with the lowest responsive and responsible bidder, Watson Asphalt Paving Co., Inc. for construction of the 2017 Pavement Program - Patching Project in an amount not to exceed \$223,310.60, which included a construction contingency in the amount of \$22,300. The project included a final change order based on final measured quantities in the amount of \$13,563.12 that was within the project contingency.

The project commenced on March 15, 2018, and was completed on April 4, 2018.

FINANCIAL IMPACT:

The completed improvements were constructed within the project budget. A summary of the actual project expenditures, by budget number, is provided below.

Contract Expenditures (101-000-542-30-48-51):

Approved Contract Amount by Council	\$ 223,310.60
Change Order 1	<u>\$ 13,563.12</u>
Final Completed Contract	\$ 236,873.72

The total contract amount was within the approved construction contingency amount authorized by council.

OTHER ALTERNATIVES CONSIDERED:

No alternatives. The project has been deemed complete and final authorization is needed to complete the close-out paperwork.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2018-**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE SAMMAMISH 2017
PAVEMENT PROGRAM - PATCHING PROJECT AS
COMPLETE.**

WHEREAS, at the Council meeting of December 12, 2017 the City Council authorized award of the construction contract for the 2017 Pavement Program - Patching Project; and

WHEREAS, the City Manager entered into Contract C2017-251 for construction of the 2017 Pavement Program - Patching Project with Watson Asphalt Paving Co., Inc. on December 20, 2017; and

WHEREAS, the project was substantially completed by the contractor on March 15, 2018; and

WHEREAS, the project was completed within the adopted project budget and within the authorized construction contract plus contingencies amount;

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the 2017 Pavement Program - Patching as complete.

Section 2. Authorization of Contract Closeout Process. The City of Sammamish Director of Public Works and City Clerk are hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, and the Department of Employment Security.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 17TH DAY OF APRIL, 2018.**

CITY OF SAMMAMISH

Christie Malchow, Mayor

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Mike Kenyon, City Attorney

Filed with the City Clerk: April 9, 2018
Passed by the City Council: April 17, 2018
Resolution No.: R2018-



Final Contract Voucher Certificate

Contractor Watson Asphalt Paving Co., Inc.			
Street Address PO Box 845			
City Redmond	State WA	Zip 98073	Date 4/4/2018
City Project Number N/A	Federal Aid Project Number N/A	City Contract Number C2017-251	
Contract Title 2017 Pavement Program – Patching			
Date Work Physically Completed 4/3/2018		Final Amount \$ 236,873.72	

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Sammamish nor have I rented or purchased any equipment or materials from any employee of the City of Sammamish; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Sammamish for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Sammamish from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



X
 Contractor Authorized Signature Required
Richard Schroeder
 Print Signature Name

Subscribed and sworn to before me this 4th day of April 20 18

X Notary Public in and for the State of WA
 residing at Kirkland WA

City of Sammamish

I, certify the attached final estimate to be based upon actual measurement, and to be true and correct.

X
 Project Engineer/Project Administrator

X Approved Date 4/5/18
 City Engineer

This Final Contract Voucher is to be prepared by the Project Engineer or Project Administrator. Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

Agenda Bill
 City Council Regular Meeting
 April 17, 2018



SUBJECT:	2018 Curb Ramp Retrofit and Sidewalk Repair Project - Bid Award	
DATE SUBMITTED:	April 10, 2018	
DEPARTMENT:	Public Works	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the City Manager to award and execute a contract with RRJ Company, LLC for construction of the 2018 Curb Ramp Retrofit and Sidewalk Repair Project in the amount of \$599,202.80 and administer a fifteen percent (15%) project construction contingency.	
EXHIBITS:	1. Exhibit 1 - 2018 Curb Ramp Retrofit Bid Tab 2. Exhibit 2 - 2018 Curb Ramp Retrofit Vicinity Map	
BUDGET:		
Total dollar amount	\$689,052.80	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	Overlay & Pavement Preservation - Roadway, 101-000-542-30-48-51, Overlay & Pavement Preservation - Sidewalk, 101-000-542-61-48-50	<input type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

ISSUE BEFORE COUNCIL:

Should the City of Sammamish enter into a contract with the apparent low bidder, RRJ Company, LLC, for the construction of the 2018 Curb Ramp Retrofit and Sidewalk Repair Project?

KEY FACTS AND INFORMATION SUMMARY:

The 2018 Curb Ramp Retrofit and Sidewalk Repair Project was publicly advertised for construction in March 2018. Five (5) contractors submitted cost proposals for this project. Bid proposals were opened

on March 22, 2018. RRJ Company, LLC has been verified as the lowest responsive and responsible bidder.

Background:

Curb ramp retrofits and sidewalk repairs are a critical component of maintaining our current roadway network. Per the ADA laws that went into effect in 2009, all street crossings with an overlay that crosses an intersection must improve all curb ramps to meet the current standards specified in the Americans with Disabilities Act. This project is designed to update all crossings before we overlay our streets. More information about the project can be viewed at the City's [project webpage](#).

Additional background about the City's pavement management program was provided at the [March 13, 2018 City Council Meeting](#).

Summary:

The 2018 Curb Ramp Retrofit and Sidewalk Repair Project features work along:

- NE 37th Way, between 205th Pl NE and Sahalee Way NE (Site 1 on attached map);
- 205th Pl NE, between NE 24th Pl and NE 33rd Ct (Site 2); and
- Klahanie Blvd, between Issaquah-Pine Lake Road and 245th Ave SE (Site 3).

The project also includes an additional curb ramp update on 228th Ave SE (Site 4) and a sidewalk repair along 206th Ave SE. (Site 5).

Part of the contingency will be used to repair broken sidewalks that our maintenance staff has not been able to replace. We will be requesting our contractor to assist with removal and replacement of hazards at these various locations.

FINANCIAL IMPACT:

The construction low bid is \$599,202.80. An added construction contingency of \$89,850 will be funded through the Overlay & Pavement Preservation Roadway budget (\$59,900) and the Overlay & Pavement Preservation Sidewalk budget (\$29,950), for a total project estimate of \$689,052.80.

OTHER ALTERNATIVES CONSIDERED:

Failure to award a construction contract will result in the inability to execute an overlay contract for 2018 in a timely manner and may result delays and higher costs. The planned concrete work would need to be included as part of the 2018 Overlay project.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Transportation Comprehensive Plan](#)

- **Goal T.3:** Operations, Maintenance, Management and Safety



Bid Opening

City of Sammamish Public Works Department

Project: **2018 Curb Ramp Retrofit and Sidewalk Repair**

Bid Date & Time: **March 22nd, 2018, 10:00 am**

Bidder		Signed Proposal Schedule of Prices Bid Security Form Acknowledgement of Receipt of Addenda Bidder Information and Signature Non-Collusion and Debarment Affidavit Minimum Wage Affidavit Form ¹ List of Subcontractors (if bid is over \$1,000,000) ² Statement of Bidder's Qualifications ² Responsible Bidder Criteria										Total Bid Price
1	RRJ Company, LLC	x	x	x	n/a	x	x	x	x	x	x	\$599,202.80
2	Kamins Construction Inc.	x	x	x	n/a	x	x	x	x	x	x	\$810,955.20
3	RW Scott Construction Co.	x	x	x	n/a	x	x	x	x	x	x	\$880,225.00
4	Road Construction Northwest, Inc.	x	x	x	n/a	x	x	x	x	x	x	\$875,310.00
5	NPM Construction Co.	x	x	x	n/a	x	x	x	x	x	x	\$720,991.00
6												
7												
8												
9												
10												

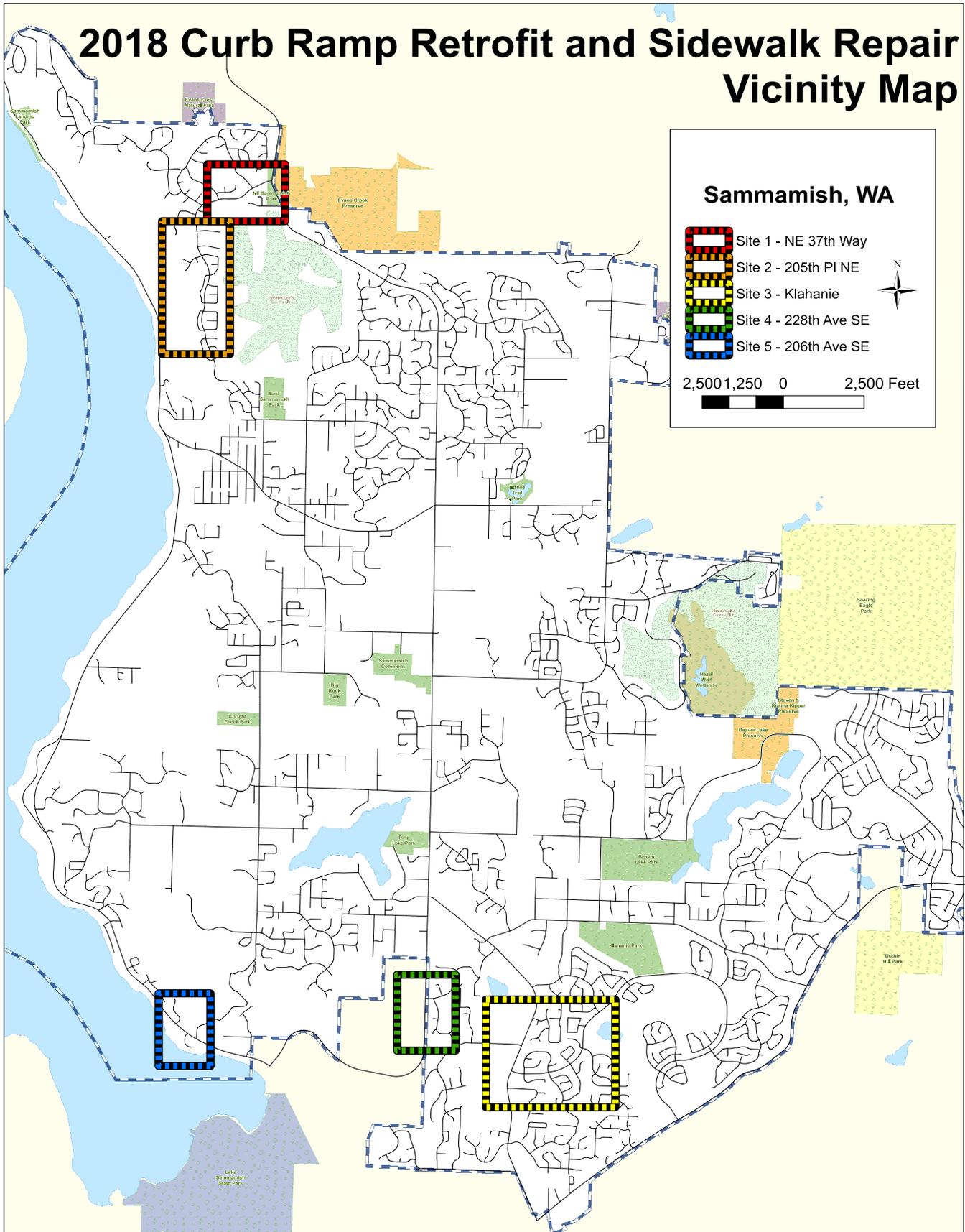
Engineer's Estimate: \$650,000

¹Form must be submitted within one hour after published bid submittal time.

²Form must be submitted within 48 hours after the published bid submittal time.

budget:

2018 Curb Ramp Retrofit and Sidewalk Repair Vicinity Map



Agenda Bill
 City Council Regular Meeting
 April 17, 2018



SUBJECT:	Recreation and Conservation Office (RCO) Grant Application for the Zackuse Creek Property Acquisition	
DATE SUBMITTED:	April 06, 2018	
DEPARTMENT:	Parks & Recreation	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the City Manager to apply for an acquisition grant for two parcels along the Zackuse Creek corridor.	
EXHIBITS:	1. Exhibit 1 - Applicant Resolution and Authorization	
BUDGET:		
Total dollar amount	N/A	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	302-337-594-76-63-00	<input type="checkbox"/> Budget reallocation required
		<input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability	

ISSUE BEFORE COUNCIL:
 Shall City Council authorize a grant application for the Recreation & Conservation Office (RCO) for the Zackuse Creek – Property Acquisition and authorize the City Manager to execute the application and associated documents?

KEY FACTS AND INFORMATION SUMMARY:
 Additional details of this potential acquisition are scheduled to be discussed in Executive Session at the beginning of the Council Meeting.

In support of the Land Acquisition Strategy program, the City desires to apply for a land acquisition grant of \$500,000 for two parcels along Zackuse Creek that have an estimated acquisition cost of \$1,000,000. The grant is through the State Recreation and Conservation Office (RCO), in the

Washington Wildlife and Recreation Program (WWRP) Riparian Protection Category. By adopting this Resolution, the Council is committing the City of Sammamish to all the requirements and conditions stated within the resolution if the grant application is successful and the City accepts the funding.

FINANCIAL IMPACT:

The total cost for the acquisition of these properties is estimated to be \$1,000,000 and the grant requires a 50% match from the City. The project costs include the purchase and closing costs of the two parcels and other grant-eligible expenses including property appraisal, required survey or studies (including a cultural resources assessment and environmental audit), administrative costs, fencing, and the expenses related to demolishing any structures on the property. In addition, Sammamish Friends is contributing proceeds from a July fundraiser toward the City's required match as a community partner in the grant application process.

The Parks CIP has a total allocation of \$13,000,000 in support of land acquisition, with currently a little less than \$7,000,000 allocated in the budget, but unspent.

Approval of this resolution in essence commits the City to provide up to a \$500,000 match for the \$1,000,000 acquisition should the grant application be successful.

OTHER ALTERNATIVES CONSIDERED:

The Applicant Resolution and Authorization is due with the grant application, no later than May 1, 2018. The alternate to signing this resolution is not to apply for the grant and consider purchasing the property through the available funds for Land Acquisition in the Parks & Recreation Capital Improvement Plan (CIP) budget or not pursue the property altogether.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Land Acquisition Strategy & Implementation Program, Adopted October 17, 2017](#)

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2018-XXX**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, AUTHORIZING APPLICATION FOR
FUNDING ASSISTANCE FOR A WASHINGTON WILDLIFE
AND RECREATION PROGRAM (WWRP) PROJECT TO THE
RECREATION AND CONSERVATION OFFICE (RCO) AS
PROVIDED IN CHAPTER 79A.15 RCW, ACQUISITION OF
RIPARIAN PROTECTION LANDS FOR ZACKUSE CREEK
(RCO #18-1448)**

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above “Project(s).”
2. Lyman Howard, Sammamish City Manager, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office’s WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.

5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed “Deed of Right” for fee acquisitions, or an “Assignment of Rights” for other than fee acquisitions (which documents will be based upon the Office’s standard versions of those documents), to be recorded on the title of the property with the county auditor.
13. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.
14. Our organization certifies the following: the Project does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This application authorization was adopted by our organization during the meeting held:

Location Sammamish City Hall Council Chambers
801 228th Avenue SE, Sammamish, WA 98075

Date April 17, 2018

Signed and approved on behalf of the resolving body of the organization by the following authorized member(s):

Signed _____

Title _____ Date _____

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 17TH DAY OF APRIL 2018.**

CITY OF SAMMAMISH

Christie Malchow, Mayor

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: April 6, 2018

Passed by the City Council: April 17, 2018

Resolution No: R2018-

Draft



MINUTES

City Council Study Session

6:30 PM - April 2, 2018

City Hall Council Chambers, Sammamish, WA

Mayor Christie Malchow called the study session of the Sammamish City Council to order at 6:30 p.m.

TOPICS

1. Presentation: Police Department Report

Chief Michelle Bennett gave a Sammamish Police Department update and showed a presentation available [here](#).

2. Discussion: Police Services Study Kick-Off

Mike Sugg, Management Analyst and BERK consultants, Brian Murphy and Kristin Maitt gave preview of the Police Services study and showed a presentation available [here](#).

3. Discussion: 2018 Non-Motorized Program - Project Selection

Andrew Zagars, City Engineer and Jed Ireland, Senior Project Engineer gave the staff presentation and showed a presentation available [here](#)

ADJOURNMENT

Meeting adjourned at 8:20 pm

Draft



MINUTES

City Council Regular Meeting

6:30 PM - April 3, 2018

City Hall Council Chambers, Sammamish, WA

Mayor Christie Malchow called the regular meeting of the Sammamish City Council to order at 6:30 p.m.

Councilmembers Present:

Mayor Christie Malchow
Councilmember Tom Hornish
Councilmember Jason Ritchie
Deputy Mayor Karen Moran
Councilmember Ramiro Valderrama
Councilmember Chris Ross
Councilmember Pam Stuart

Councilmember Hornish attended the meeting via a teleconference call.

Staff Present:

Deputy City Manager Jessi Bon
Management Analyst Mike Sugg
Deputy Director of Community Development David Pyle
Planning Manager Kellye Hilde
Senior Planner Doug McIntyre
Director of Public Works Steve Leniszewski
Deputy Director of Public Works Cheryl Paston
Senior Stormwater Program Manager Tawni Dalziel
City Engineer Andrew Zagars
Management Analyst Maia Knox
Director of Organizational Development Glenn Akramoff
City Attorney Mike Kenyon
Deputy Clerk Lita Hachey

ROLL CALL

Roll was called.

PLEDGE OF ALLEGIANCE

Draft

Scout Troop 675 led the Flag ceremony and the pledge.

APPROVAL OF AGENDA

Mayor Christie Malchow would like to add an item to the agenda. A resolution Sponsoring the Sammamish Plateau Water & Sewer District Request To Join The Association Of Washington Cities Employee Benefit Trust. This item will be placed under New Business.

MOTION: Councilmember Ramiro Valderrama moved to approve the agenda as amended. Deputy Mayor Karen Moran seconded. Motion carried unanimously 7-0.

Due to several Councilmembers being absent , it was suggested to cancel the Tuesday, April 10, 2018 Study Session.

MOTION: Deputy Mayor Karen Moran moved to cancel the Tuesday, April 10, 2018 Study Session and move items to the May 1, 2018 Study Session. Mayor Christie Malchow seconded. Motion Failed 3-4 with Councilmember Jason Ritchie, Councilmember Ramiro Valderrama, Councilmember Chris Ross, and Councilmember Pam Stuart dissenting.

Mayor Malchow proposed to cancel the July 2, 2018 Study Session and the July 3, 2018 Regular Meeting and add a Study session on July 9, 2018 and change the July 10, 2018 Study Session to a Special Meeting.

MOTION: Councilmember Jason Ritchie moved to cancel the Monday, July 2, 2018 Study Session and the Tuesday, July 3, 2018 Regular Meeting and adding a Study Session on Monday, July 9, 2018 and change the Tuesday, July 10, 2018 Study Session to a Special Meeting. Councilmember Pam Stuart seconded. Motion carried 6-1 with Deputy Mayor Karen Moran dissenting.

Deputy Mayor Tom Hornish announced that he will be stepping down from his position as Deputy Mayor and from all his committees except Governance. He has been presented with a professional opportunity that he cannot pass up. This opportunity will involve a lot of travel and he will not have the time needed to commit to being Deputy Mayor. Mr. Hornish stated that he cannot remain on committees due to his work schedule. Council plans see how this works over the next few months. Deputy Mayor Hornish will step down from the following committees:

- Finance Committee
- Eastside Fire & Rescue (EF & R) Board
- Eastside Fire & Rescue FAC Committee
- EMS Levy Advisory Task Force - Finance sub committee
- EMS Levy Advisory Task Force - Finance
- ARCH Board Committee

Deputy Mayor Hornish will remain on the Governance Committee. The reassignments will be discussed at the end of the meeting.

Nominations for Deputy Mayor Position

Councilmember Stuart nominated Councilmember Valderrama to the Position of Deputy Mayor. Councilmember Ross nominated Councilmember Karen Moran to the Position of Deputy Mayor. Councilmember Ritchie nominated Councilmember Ross to the Position of Deputy Mayor.

Draft

MOTION: Councilmember Pam Stuart moved to nominated Ramiro Valderrama to the position of Deputy Mayor. Councilmember Jason Ritchie seconded. Motion failed 3-4 with Mayor Christie Malchow, Councilmember Tom Hornish, Deputy Mayor Karen Moran, and Councilmember Chris Ross dissenting.

MOTION: Councilmember Chris Ross moved to nominate Karen Moran to the position of Deputy Mayor. Councilmember Tom Hornish seconded. Motion carried 4-3 with Councilmember Jason Ritchie, Councilmember Ramiro Valderrama, and Councilmember Pam Stuart dissenting.

Councilmember Moran was nominated as Deputy Mayor.

PUBLIC COMMENT

Mark Cross, 247 208 Ave NE, commented on the East Lake Sammamish Trail.

Agustina Eiff, 1811 225 Pl NE, accepted the Proclamation on Sexual Assault Awareness. This is for the month of April.

Maureen Santoni, 22828 SE 6 Pl, spoke regarding their property and being denied for an exemption. Deputy City Manager Bon directed Public Works Director, Steve Leniszewski to meet and discuss with Ms. Santoni.

Stephanie Carlson, 1603 223 Ave SE, spoke about the proposed road connection from 223 Ave SE to Lancaster Way SE.

Mary Wictor, 408 208 Ave NE, spoke regarding how removing trees effects hydrology and showed a presentation. (available upon request to the City Clerk, manderson@sammamish.us)

James Eastman, 196 Ave NE, complimented Ms. Wictor's report and thanked Council for all their hard work.

CONSENT CALENDAR

Payroll: for the period ending March 15, 2018 for pay date of March 20, 2018 in the amount of 393,731.44

Approval: Claims For Period Ending April 3, 2017 In The Amount Of \$1,155,488.59 For Check No. 50053 Through 50210

Proclamation: Sexual Assault Awareness Month - April 2018

Resolution: Accepting The Sammamish 2017 Curb Ramp Retrofit And Sidewalk Repair Project As Complete (R2018-785)

Resolution: Accepting The Sammamish 2017 Guardrail Project As Complete (R2018-786)

Resolution: Accepting The Sammamish 2017 Pavement Program - Overlay Project As Complete (R2018-787)

Draft

Contract Approval: 2018 Bark Delivery & Placement/Pacific Topsoils, Inc.

Supplemental Agreement: Human Services Strategic Plan/BERK

Approval: Consultant Services Contract Award – Zackuse Creek Fish Passage and Stream Restoration Project Construction Management – Harris & Associates

Approval: Culvert Procurement – Zackuse Creek Fish Passage and Stream Restoration Project

Approval: King Conservation District Grant Acceptance - Zackuse Creek Fish Passage and Stream Restoration Project

Approval: Notes from the March 13, 2018 Study Session

Approval: Minutes from the March 20, 2018 Regular Meeting

MOTION: Councilmember Ramiro Valderrama moved to approve the consent agenda. Deputy Mayor Karen Moran seconded. Motion carried unanimously 7-0.

PRESENTATIONS / PROCLAMATIONS

Presentation: Public Works Department Report

Steve Leniszewski, Director of Public Works introduced Maia Knox, Public Works Management Analyst who gave the department update and showed a presentation found [here](#).

Presentation: Organizational Development Department Report

Glenn Akramoff, Director of Organizational Development gave a department update and showed a presentation found [here](#).

Council recessed from 8:10 pm to 8:20 pm

PUBLIC HEARINGS - NONE

UNFINISHED BUSINESS

Presentation: Planning efforts for regional stormwater management in the Sammamish Town Center.

Kellye Hilde, Planning Manager for Community Development and Tawni Dalziel, Public Works Senior Stormwater Project Manager gave a staff update and showed a presentation found [here](#).

NEW BUSINESS

Resolution: Sponsoring the Sammamish Plateau Water & Sewer District Request To Join The Association Of Washington Cities Employee Benefit Trust. (R2018-788)

Jessi Bon, Deputy City Manager spoke to the request from Sammamish Plateau Water to have the City of Sammamish sponsor them to join the Association of Washington Cities Employee Benefit Trust.

Draft

MOTION: Councilmember Ramiro Valderrama moved to approve the resolution to have the City of Sammamish sponsor the Sammamish Plateau Water in joining the Association of Washington Cities Employee Benefit Trust. Councilmember Jason Ritchie seconded. Motion carried unanimously 7-0.

COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS

Report: Mayor Christie Malchow submitted a written report and spoke about a committee to save the Kokanee.

Report: Councilmember Pam Stuart attended the Lake Washington School District (LWSD) Public Safety Committee.

Report: Councilmember Ramiro Valderrama attended the EF&R Leadership committee and the LWSD Public Safety Committee. He also attended the Citizens for Sammamish meeting and the City's Eggstravaganza event on Saturday, March 31, 2018.

CITY MANAGER REPORT - NONE

Councilmember Tom Hornish's Committee reassignments:

- Finance Committee - Councilmember Ritchie.
- EF & R Board - Deputy Mayor Moran
- EF & R Board Alternative - Councilmember Ross
- EF & R FAC (Finance) Committee - Deputy Mayor Moran
- Alternate EF & R FAC (Finance) Committee - Councilmember Ross
- EMS Levy Advisory Task Force - Deputy Mayor Moran
- EMS Levy Advisory Task Force - Finance subcommittee - Councilmember Ritchie
- ARCH Board Committee - Mayor Christie Malchow

Councilmember Hornish will remain on the Governance Committee.

EXECUTIVE SESSION

Potential Litigation pursuant to RCW 42.30.110(1)(i)

Deputy Mayor Malchow extended the executive session until 10:30 pm

Council retired to an executive session at 9:00 pm and returned at 10:30 pm with no action.

ADJOURNMENT

Meeting adjourned at 10:30 pm

MOTION: Councilmember Pam Stuart moved to adjourn. Councilmember Chris Ross Seconded. Motion carried unanimously 6-0 with Councilmember Tom Hornish absent.

Draft

Lita Hachey, Deputy City Clerk

Christie Malchow, Mayor

Agenda Bill

City Council Regular Meeting
April 17, 2018



SUBJECT:	Annual Report - YMCA	
DATE SUBMITTED:	April 06, 2018	
DEPARTMENT:	Parks & Recreation	
NEEDED FROM COUNCIL:	<input type="checkbox"/> Action <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Informational	
RECOMMENDATION:	No action required. YMCA Annual Report to the City Council.	
EXHIBITS:	1. Exhibit 1 - Sammamish Community YMCA 2017 Annual Operating Report 2. Exhibit 2 - Sammamish Community YMCA 2016-2017 Financial Report 3. Exhibit 3 - YMCA 2017 Annual Report Presentation to Council 4. Community & Aquatic Center Operating Agreement	
BUDGET:		
Total dollar amount	0	
Fund(s)		<input type="checkbox"/> Approved in budget <input type="checkbox"/> Budget reallocation required <input checked="" type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

ISSUE BEFORE COUNCIL:

No action required. YMCA Annual Report to the City Council.

KEY FACTS AND INFORMATION SUMMARY:

The Sammamish Community and Aquatics Center (SCAC) opened in April 2016 and is owned by the City of Sammamish and operated by the Greater Seattle YMCA. The City and the YMCA entered into a [Community & Aquatic Center Operating Agreement](#) on April 29, 2013, which requires the YMCA to deliver an Annual Report to the City Council that provides "an evaluation of all service programs provided, the cost of operating and maintaining the Center and such other information related to the facility as may be requested by the City Council". Dave Mayer, Executive Director of the Sammamish

Community YMCA, is scheduled to present an Annual Operation and Financial report to the City Council during this meeting. The reports are attached as Exhibits 1 and 2 and the Powerpoint presentation is attached as Exhibit 3.

The YMCA's 2017 Annual Operating Report focuses on their work of Youth Development, Healthy Living and Social Responsibility; community programming outside of the SCAC facility; and the YMCA and City of Sammamish partnership. The Annual Financial Report encompasses the first partial year of operation of April through December of 2016 as well as all of 2017. The Financial Report contains revenue, expenditures, community scholarships and an Operating Agreement required Operational Reserve Fund.

Operating Agreement Highlights

Although the Agreement in its entirety is attached, a few highlights relevant to these reports are included. As per the Agreement, the YMCA is required to provide a minimal number of operating hours as well as benefits to Sammamish residents that include, but are not limited to, membership scholarships, meeting space provided to Sammamish-based community groups at no charge, a free Senior monthly social and weekly community swims open to the public.

The YMCA is also responsible for routine maintenance, development and implementation of annual maintenance plans for the Center and major building systems, providing custodial services as well as major capital maintenance and repair including the development of a capital replacement plan for all equipment and major systems. The City is responsible for maintenance of adjacent property and landscaping, the parking structure and the parking lot.

In addition the Agreement identifies the Use of Surplus Funds. If there is a surplus after reserves are funded for maintenance and replacement and capital expenses, then it is required of the YMCA to establish an operational reserve fund equal to two months of operational expenditures.

FINANCIAL IMPACT:

No financial impact.

OTHER ALTERNATIVES CONSIDERED:

No alternatives.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Community & Aquatic Center Operating Agreement](#)

Sammamish Community YMCA 2017 Annual Report

February 28th, 2018

The Sammamish Community YMCA is pleased to present our 2017 Annual Report to the City of Sammamish per the operations agreement of our partnership. This report will highlight the following sections of information:

1. Sammamish Community YMCA Membership and Program Participant Statistics
2. Sammamish Community YMCA 2017 Program Highlights
3. Sammamish Community YMCA Volunteer Program Highlights
4. Sammamish Community YMCA Social Responsibility Programming and Fundraising
5. Sammamish Community YMCA Partnerships
6. City of Sammamish Partnership
7. Sammamish Community YMCA Financial Overview

Section 1: Sammamish Community YMCA Membership and Program Participant Statistics

- 2017 ended with 5,784 Membership Units. A membership unit consists of any type of membership category. For instance a membership unit can be a single adult or a family with two adults and all their dependents. 70% of our membership falls into family membership categories.
- In 2017 we swiped in over a half million people to the facility.
- 94,457 participants took part in a Group Fitness Class which are all included in membership.
- 82,514 youth were checked into our Kids Zone Program which is included in membership.
- 800 youth, teens and adults learned how to swim each month in our private and group swim lessons.
- 2,987 youth participated in our summer camp programs with Camp Terry, Discovery Camp, Kids On their Way, Quest, Specialty and Preschool.
- 17,280 community members participated in Sunday Free Community Swim.
- Over 3,120 members and community members participated in family nights that include bounce houses, BINGO, magicians and movies in the pool.
- 3,000 members and community members participated in the Annual Eggstravaganza Event on the City Plaza last Spring.
- 2,300 members and community members participated in the Annual Boo Bash at the facility in Mid-October.
- 373 Staff are employed by the Sammamish Community Y.
- \$162,155 were awarded for membership scholarships – these funds come out of operations.
- Community Meeting Rooms used by local Homeowner's Associations, Boy Scout Troops, Girl Scout Troops, Little Leagues, Rotary, Kiwanis, Sammamish Friends, Met Market, City of Sammamish, Local Elementary and Middle School PTSA's, Chamber of Commerce and more on a nightly basis.
- Over 30 memberships given out to local schools and organizations for auctions and events.

Section 2: Sammamish Community YMCA 2017 Program Highlights

- The Afterschool **Kids University program** serves Discovery, Creekside, Sunny Hills, Margaret Mead, Samantha Smith, Christa McAuliffe and Elizabeth Blackwell Elementary Schools.
- **Play Everyday** is a program where Y staff facilitate activities for youth during recess to keep them active. This program takes place at Endeavour, Cascade Ridge, Challenger, Grand Ridge, Samantha Smith, Elizabeth Blackwell, St. Joseph's, Alcott and Margaret Mead Elementary Schools and Pine Lake and Beaver Lake Middle Schools serving thousands of youth daily.
- YMCA Teen Leadership Programs/Service Groups are open to all in the community – some of the highlights are as follows:
 - 1.) **Teen Leadership Board:** Through Leadership Lessons, reflection and project-based community service, members set and achieve goals, practice leadership, form intentional communities and reflect on their strengths and values.
 - 2.) **Teen Volunteer Corp:** In partnership with Rotary this club offers teens in the community a variety of volunteer opportunities, including restoration partnerships with the City of Sammamish.
 - 3.) **Hand in Hand We Code:** Offers Scratch, Python AND Java classes to youth in the community.
 - 4.) **Mentoring:** Everyday Afterschool Y mentors are connecting with students through fun activities and homework help.
 - 5.) **Outdoor Club:** This group plans & leads trips, takes care of our "gear bank" and learns outdoor skills.
 - 6.) **Sports and Fitness:** Teen Volunteers are spreading the word about the new Teen Friday workouts.
 - 7.) **Creative and Visual Arts:** This group is creating a legacy of collaboration, artistic passion and desire to bring art to the community.
 - 8.) **Youth and Government:** Youth Legislature believes that "Democracy must be learned by every generation. We are debating driverless cars, animal cruelty, climate change, student traffic courts and more. Our Youth & Government team also has 5 different students running for office, this year, the most we've ever had.
 - 9.) **Junior Teen Leadership Board:** Middle School students do project based community service, members set and achieve goals, practice leadership, form intentional communities and reflect on their strengths and values.
 - 10.) **Earth Service Corp** is a programming where middle and high school students learn Leadership skills through environmental stewardship. This program is successful with the partnership between the YMCA, Americrops and dedicated educators. Programs take place at Pine Lake, Beaver Lake and Pacific Cascade Middle Schools and Skyline, Eastlake and Issaquah High Schools.
- **Adult Enrichment:** This is an area that our YMCA is really growing. We have added Book Club, Knitting Club, Photography Club, Game Club, Cooking Classes, Nutrition Seminars, Ballroom Dancing, Tea Dances and the Thriller Dance Workshop. We are offering multiple field trips each month and we have teamed with REI to develop a series of outdoor adventures and facility based seminars.

- **Family Outdoor Trips:** We have facilitated family trips including climbing, kayaking, hiking and snowshoe trips in the outdoors for families in our communities.
- **Central Washington University Gym:** We have expanded Adult and Teen Health and Wellness, Adult Recreation, Youth Sports Programming, Events and Summer Camp to the subleased space at Central Washington University. Thousands have participated in this great new space as we have introduced sports like badminton and Futsal to larger audiences.
- **Senior Socials** have continued to gather our community for conversation with enriching topics and seminars.

Section 3: Sammamish Community YMCA Volunteer Programming

- In 2017 1,683 People Served 15,100 Hours of volunteer time.
- Five **Togetherhood** projects were completed. This program allows for a group of YMCA participants to gather together to do a volunteer project in the community.
- 69 members served as **Volunteer Ambassadors** welcoming members and community members to the facility and into programs.
- The Sammamish Community YMCA board is made up of 26 local community members. The board meets on the 4th Thursday of each month. The board has the following committees:
 - 1.) **Board Development Committee** – focuses on board growth and retention.
 - 2.) **Mission Committee** – focuses on identifying programming gaps and creating partnerships.
 - 3.) **Philanthropy Committee** – focuses on year-round fundraising to support programming.
 - 4.) **Education Outreach Committee** – focuses on building relationships with all local schools.
 - 5.) **City/YMCA Partnership Committee** (facilities committee/city staff serve on this committee) – focuses on facility and communication with city leaders and elected officials.

Section 4: Sammamish Community YMCA Social Responsibility and Fundraising

- In 2017 the Sammamish Community YMCA raised \$165,187 to fund the following programs with scholarships and support:
 - 1.) **Full-Time Mental Health Counselor:** We have partnered with the Accelerator YMCA to hire a full time Child and Family Therapist. This position is focused on partnerships and education in our community using seminars, small groups and individual conversations.
 - 2.) **Highland Gardens:** Provide free afterschool enrichment programming for school age youth at Highland Gardens housing complex. Staff and Teen Leadership Board volunteers facilitate the program.
 - 3.) **High School Student Service Groups:** Our Teen Leadership Board and teen volunteers serve different aspects of our community by forming service groups that look to identify gaps of resources in the community and provide essential help.
 - 4.) **Jr. Teen Leadership Board:** Members of the Junior Teen Leadership Board learn teamwork, leadership skills, time management and the importance of service all while making friends and building connections.

- 5.) **Teen Volunteer Corp:** Teens want to find ways to give back to our community. Volunteer work ranges from restoration, trail building, community events, city and school projects, feeding the hungry and supporting local non-profits.
- 6.) **Earth Service Corp:** YMCA Earth Service Corps is an innovative youth–led program that gives teens opportunities to develop leadership skills and create a more sustainable future. Committed youth, YMCA staff, local teachers and adult volunteers work together to plan and carry out service learning projects that promote positive environmental and social change. Youth develop as leaders, learn about the environment, volunteer in their communities and, most importantly, learn by doing.
- 7.) **Water Safety:** Identify youth, teens and adults in the community that do not have access to water safety programs, including swim lessons and provide those services so that all in the community can experience all the Puget Sound area has to offer.
- 8.) **Diabetes Prevention Program:** Identify Lifestyle changes such as eating healthier, increasing physical activity and losing a modest amount of weight can prevent or delay development of type 2 diabetes in those at high risk for disease. With the YMCA’s Diabetes Prevention Program, you can work with others in small group setting to learn how to adopt habits that will improve your overall health and well-being and reduce your risk. The program, which is led by a trained Lifestyle Coach in a classroom setting, is delivered over a 12-month period, beginning with 16 weekly sessions followed by monthly maintenance. National Institutes of Health research has proven that programs like the YMCA’s Diabetes Prevention Program can reduce the number of cases of type 2 diabetes by almost 60%.
- 9.) **Pedaling for Parkinson’s:** Pedaling a bicycle may change the life of someone with Parkinson’s disease. Research conducted at the Cleveland Clinic showed a 35% reduction in symptoms by the simple act of pedaling a bicycle at a rapid pace.
- 10.) **Actively Changing Together:** ACT! is a nutrition, activity, and self-improvement program for youth ages 8-11 and teens ages 12-14 and their parents. This is a community-based program for youth who are overweight or at risk of becoming overweight. A YMCA Health & Well-Being Team teaches fun ways to be active, eat, and create healthy lifestyles for the whole family.
- 11.) **Camp Terry and Branch Summer Program Scholarship:** Provide access to summer camps that enable youth to learn a new skill or game, work on a project with new-found friends or just enjoy some undirected play time, camps provide room to grow and help kids build resilience and confidence.
- 12.) **Kids University Scholarships:** Provide access to enrichment program for youth to optimize after-school time with active learning opportunities designed to engage and expand young minds. Youth choose from a menu of multi-week experiences like sports, arts and other hands-on learning activities.

Section 5: Sammamish Community YMCA Partnerships:

The Sammamish Community YMCA is honored to have strong partnerships with many local organizations and non-profits. It allows us to develop programming that reaches far beyond the walls of our facility. Below are partnership highlights:

- **Lake Washington School District** – Teen programming, Play Everyday, Joint Events, Swim Team, Facility Volunteers
- **Issaquah School District** – Teen Programming, Play Everyday, Joint Events, Swim Team, Facility Volunteers
- **Eastside Catholic** – Teen programming, Joint Events, Swim Team, Facility Volunteers
- **Sammamish Rotary** – Provide busses for transportation for Nightmare at Beaver Lake, staff participation in Club; Meeting Space
- **Sammamish Kiwanis** – Participation in Jump and Jive Community Event; Meeting Space
- **Mary Queen of Peace** – Preschool programming and parking
- **Arbor School** – Gym Programming and Summer Camps
- **Sammamish Library** – Summer Camp Literacy Program
- **YWCA Highlands** – Aquatics Programming and Membership
- **YWCA Passage Point** – Health and Wellness Programming
- **Sammamish Chamber** – Meeting Space, Joint Events and Staff participate on the board
- **Sammamish Friends** – Meeting Space, Joint Events, Volunteer Clubs
- **Friends of Lake Sammamish State Park** – Summer Programming
- **Sammamish Drug Free Coalition** – Meeting Space, Joint Events, Staff participate in group
- **Healthy Youth Initiative** – Meeting Space, Joint Events, Staff participate in group
- **Local Youth Swim Teams** – Aquatic Space in Lap Pool
- **Encompass** – Programming Space and Seminars
- **Met Market** – Meeting Space and Health and Wellness Programming
- **Sammamish Mosque** - Health and Wellness Programming
- **Life Enrichment Options** – Membership and Health and Wellness Programming
- **Issaquah Turkey Trot and Issaquah Food and Clothing Bank** – Packet Pick-up and volunteer support
- **Tavon Center** – Health and Wellness programming and facility volunteers
- **Issaquah Philharmonic Orchestra** – Volunteer Support
- **University House** – Senior Health and Wellness programming
- **At Work** – Employment – YMCA was awarded the Community Employment Alliance Outstanding Employer Award
- **REI** – Adult Enrichment Outdoor programming and seminars
- **Central Washington University** – Health and Wellness programming, joint events
- **Sammamish Community Coalition** - Staff Member Participation
- **Platupians for Peace** –Gender and Sexuality Alliance – staff facilitation

Section 6: City of Sammamish Partnership

The YMCA and City of Sammamish share a strong partnership that allows all of the above to take place in a beautiful facility. Highlights of the partnership include:

- YMCA employees and City Staff conduct a monthly walk through of the facility. This time is spent looking at maintenance items, discussing upcoming projects for the campus (i.e. road improvements) and coordinating items such as facility improvement week.
- The City of Sammamish has an Ex-Oficio member that sits on the Sammamish Community YMCA board.
- The City of Sammamish has a staff member that sits on the Sammamish Community YMCA board.
- Each month all facility related maintenance items that were completed the previous month by YMCA facilities staff are sent to City Staff for review.
- YMCA Staff is delivering capital replacement plans to City of Sammamish Staff for review.
- YMCA Staff reviews comments on programming/operations with City Staff and Elected Officials on a consistent basis.
- YMCA Staff, City Staff and local emergency officials coordinate emergency procedures for First Aid, Disasters and Weather related events.
- The YMCA has an agreement with Mary Queen of Peace for staff parking per the operations agreement.
- YMCA and City Staff coordinate joint events with other local partners, such as Central Washington University for the Chinese New Year Event.

Section 7: Sammamish Community YMCA Financial Overview:

Please see attached document for Sammamish Community YMCA Profit and Loss Statement

- Use of Surplus Funds: Per Operations Agreement a reserve account has been created for surplus funds after reserves have been funded for maintenance and replacement and capital expenses. This fund would eventually equal to two months of operational expenditures of \$727,833/month which totals \$1,455,666 for two months. The surplus of 2017 after all expenses was \$40,000.
- Non-Building Programs such as Day Camp and after school Kids University contribute to the overall net.
- Interest allocated based on total depreciation

YMCA of Greater Seattle
Sammamish Operating Fund

	2017	2016 (April - December)
<u>Revenue Sources</u>		
Contributions and United Way	157,000	110,000
Membership	6,451,000	3,832,000
Childcare	600,000	91,000
Summer Camp	609,000	548,000
Other Programs ¹	958,000	645,000
Other	(1,000)	24,000
Total Revenue	\$ 8,774,000	\$ 5,250,000
Payroll, Taxes, and Benefits ²	4,319,000	2,563,000
Other Expenses ³	2,605,000	1,622,000
Net from Operations (before Depr. & Int.)	\$ 1,850,000	\$ 1,065,000
Depreciation / Amortization	1,069,000	697,000
Interest Expense (net) ⁴	371,000	167,000
Net from Operations	\$ 410,000	\$ 201,000
Maintenance / Repairs	370,000	-
Surplus Funds ⁵	\$ 40,000	\$ 201,000

¹ Other Programs includes swim lessons, youth sports, family programs, ect

² One of the biggest employers in Sammamish with over 350 staff

³ This includes utilites, maintenance, program supplies, equipment

⁴ Interest allocated based on total depreciation

⁵ Per Operations Agreement a reserve account has been created for surplus funds after reserves have been funded for maintenance and replacement and capital expenses. This fund would eventually equal two months of operational expenditures of \$727, 833/month which totals \$1,455,666 for two months. The surplus of 2017 after all expenses was \$40,000 and is combined with 2016 surplus of \$201,000 for a reserve account totaling \$241,000.

Notes: Non Building Programs such as Day Camp and After School Kids University contribute to the overall net.



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

GREAT COMMUNITIES HAVE STRONG Ys

Dave Mayer, Sammamish Family YMCA Executive Director



Presentation Overview

Programming

- a. Youth
- b. Adult/Seniors
- c. Volunteers

Social Responsibility/Fundraising

Community/City Partnerships

Financial Reports

2017 Membership and Program Participant Statistics

- **5,784 Membership Units**
- **70% of Membership Units are Families**
- **Checked in over half million people to the facility**
- **94,457 participated in Group Wellness Classes**
- **82,514 checked into Kids Zone**
- **Over 800 youth and adults learned to swim each month**
- **2,957 youth participated in summer programs**
- **17,280 participated in Sunday Community Swim**
- **373 Staff employed by the Sammamish Community Y**
- **\$162,155 of Membership Scholarships were awarded**
- **8,500 community members participated in family nights, Eggstravaganza and Boo Bash**
- **30 Memberships given out to local schools and non-profits**
- **Community Meeting Rooms used by numerous organizations**

Caiden



Youth Program Highlights

- **Growth of Afterschool Kids University Program**
- **Expansion of Play Everyday Programs at Local Schools**
- **Teen Leadership Programs/Service Groups**

Adult/Senior Program Highlights

- **Adult Enrichment Clubs and Outdoor Experiences**
 - REI Partnership
 - Game Club in Partnership with Sammamish Friends
 - Photography Club
 - Book Club
 - Knitting Club
 - Nutrition Seminars
 - Dance Workshops (Ballroom, Tea and Thriller)
- **Senior Socials**
- **Field Trips for Active Older Adults**
- **Chronic Disease Prevention Programs**
- **Participated in Welcoming Week**
- **Central Washington Partnership**
- **Volunteer Opportunities**

Jorge



Volunteer Programming

- **1,683 people served 15,100 hours of volunteer time**
- **Five Togetherhood Projects Completed**
- **YMCA Board is made up of 26 local community members**

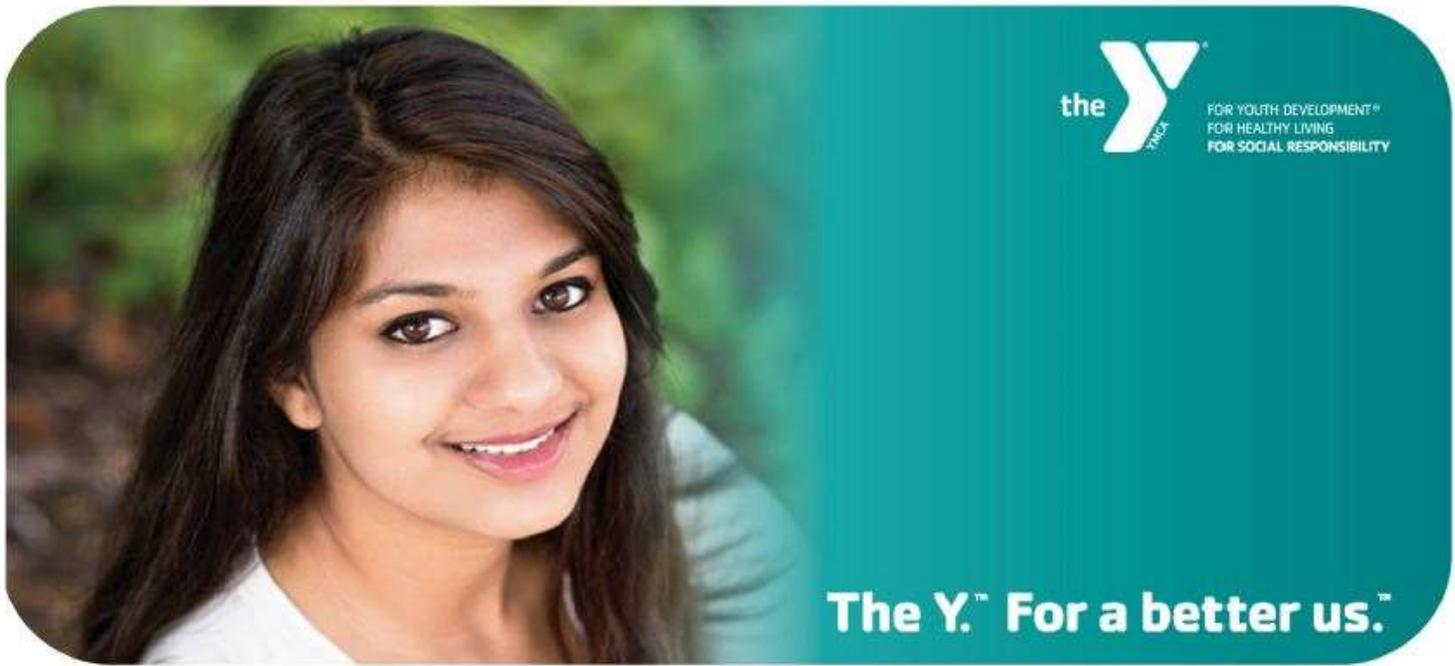
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Social Responsibility and Fundraising

- **Full-Time Mental Health Counselor**
- **Highland Gardens**
- **Middle and High School Leadership Programs**
- **Pedaling for Parkinson's**

Sanjana



Partnerships

- **Arbor School**
- **YWCA Passage Point**
- **Local Swim Teams**
- **At Work**
- **Plateupians for Peace**

Martin



City of Sammamish Partnership

- **Monthly Walkthrough with City and Y Staff**
- **Capital Replacement Plans**
- **Y and City Staff review and respond to facility and programming comments**
- **Staff Parking Agreement**
- **Joint Community Events**

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Notes: Non Building Programs such as Day Camp and After School Kids University contribute to the overall net.

Thank you and Questions

**COMMUNITY AND AQUATIC CENTER
OPERATING AND MANAGEMENT AGREEMENT**

THIS OPERATION AND MANAGEMENT AGREEMENT (hereafter the "AGREEMENT") is made this ^{29th} day of April, 2013 (the "Effective Date") by and between the City of Sammamish (hereafter the "City"), a Washington municipal corporation, and the YMCA of Greater Seattle, a 501(c)(3) charitable organization (hereafter the "YMCA").

RECITALS

- A. Residents of Sammamish have expressed broad and persistent interest in a Community and Aquatic Center (the "Center") over many years;
- B. The City regularly conducts statistically valid community surveys and the results of those surveys have shown strong support for a Center;
- C. The City contracted with Barker Rinker Seacat Architecture to conduct a feasibility study on a Center;
- D. The City and Barker Rinker Seacat hosted five public meetings to discuss and seek public input on various aspects of a potential Center;
- E. Public input addressed the components, size, construction, operating costs, and potential location of a Center;
- F. The results of the feasibility study were presented to Sammamish City Council (the "Council") in July 2011 and then compiled in a report in November 2011;
- G. The Council adopted a resolution identifying City-owned property near the City Library and City Hall, known as the "Kellman" site (the "Site") as the preferred location for the Center;
- H. In January 2012, the Council directed staff to scale back the size of the Center to reduce costs and to identify a suitable operator for the Center;
- I. The City received proposals from private businesses;
- H. It was determined that those proposals contained insufficient private funding for the project and were for facilities that more resembled health clubs than a community and aquatic center;

I. The YMCA possessed broad experience in the operation of facilities that closely resembled the desired community and aquatic center and it was decided to seek its assistance in planning the Center;

J. City staff worked with the YMCA to reduce the size of the Center to approximately 60,000 square feet and the estimated cost to approximately \$30,000,000;

K. To gauge the public's interest in proceeding with the development of a Center, the Council passed a resolution on July 16, 2012 to place a proposition on the November 6, 2012 general election ballot seeking an advisory vote (the "**Advisory Ballot**") on the City's participation in the development of a multi-purpose Center;

J. In August 2012, a memorandum of understanding (the "**MOU**") was signed by the City and the YMCA to identify the basic elements for a partnership between the PARTIES to design, build, and operate a multi-purpose community Center in the City of Sammamish;

K. It was contemplated under the MOU that the Center would be operated by the YMCA and that the YMCA would make substantial financial and other contributions to the development and operation of the Center;

L. Entering into an operating and management agreement with the YMCA to operate the Center is consistent with the City's general policy of contracting for services when appropriate;

M. The results of the Advisory Ballot were certified on November 27, 2012, and showed that 12,700 residents (53.65%) voted in favor of building a Center in the City of Sammamish, with 10,971 residents (46.35%) voted against;

N. The YMCA is an appropriate partner for the development and operation of a Center for the following reasons:

- i. It is a membership organization locally owned and operated and affiliated with the national YMCA system;
- ii. The mission of the YMCA is to build communities where all people, especially the young, are encouraged to develop their fullest potential in spirit, mind and body;
- iii. The YMCA seeks to improve the health and success of people in the YMCA's service area and to build inclusive, healthy, caring communities through membership and program activities and by encouraging volunteerism, philanthropy and community engagement;

- iv. The YMCA is dedicated to serving all people regardless of their ability to pay;
 - v. The YMCA is open to all persons regardless of religious beliefs, race, national origin, sexual orientation and/or age;
 - vi. The City and the YMCA (hereafter the "**PARTIES**") provide recreational services to people of all ages and backgrounds;
 - vii. The PARTIES currently operate independent recreational facilities that serve members of the community;
- O. The PARTIES desire to work cooperatively to develop a Center to serve local residents;
- P. The PARTIES desire to make effective and efficient use of their respective resources to benefit the community;
- Q. The City owns real property adjacent to City Hall (hereafter the "**Land**") suitable for development of a Center; and
- R. The YMCA owns real property adjacent to the Pine Lake Middle School, in Sammamish, consisting of approximately seven (7) acres, that is suitable for recreational use (the "**Recreational Property**");
- S. The Council passed a resolution on December 4, 2012, accepting the Advisory Ballot results and authorizing the City staff to proceed with the necessary steps to design and construct the Center, pending the finalization of an operating and management agreement with the YMCA;

NOW, THEREFORE, in consideration of the terms and conditions hereafter set forth, the City and the YMCA agree as follows:

1. PURPOSE. The purpose of this AGREEMENT is to establish an operational framework for the development of a community and aquatic center by the City which, once completed, shall be operated and managed by the YMCA.
2. LEASE OF PREMISES. The City hereby agrees to lease to the YMCA, and the YMCA agrees to lease from the City (the "**Center Lease**"), the Center and related improvements (collectively the "**Improvements**") to be constructed by the City on the Land (collectively the "**Premises**") as

described on Exhibit A in accordance with the Project Requirements as defined in Section 5(c) below. Certain land adjacent to the Premises and described on Exhibit B is a portion of the Sammamish Commons Park and will be retained and controlled by the City (the “**Adjacent Property**”).

3. TERM.

- a. This AGREEMENT shall become effective on the Effective Date and end on the date that the YMCA’s lease of the Premises is cancelled or terminates as provided herein.
- b. The term of the YMCA’s lease of the premises shall be for twenty-five (25) years (the “**Initial Term**”) with an option (the “**Option**”) exercisable by the YMCA to extend the Term up to an additional twenty-five (25) years (the “**Option Term**”). The Initial Term and any Option Term are referred to as the “**Term.**”
- c. The Initial Term for the YMCA’s lease of the Premises shall commence on the date that the City delivers the Improvements to the YMCA for occupancy, provided that the City shall have completed construction of the Improvements in accordance with the Project Requirements and shall have obtained a final certificate of occupancy for the Improvements.
- d. The YMCA shall exercise the Option, at its election, by delivering a notice of exercise of the Option (the “**Option Notice**”) to the City at least one-hundred eighty (180) days prior to the end of the Initial Term; provided, that if the YMCA fails to deliver the Option Notice at least one-hundred eighty (180) days prior to the end of the Initial Term, the City shall promptly thereafter give the YMCA written notice of the Option and the YMCA shall have an additional thirty (30) days after receipt of such notice to elect to give the Option Notice. The YMCA shall state in the Option Notice the expiration date of the Option Term, not to exceed twenty-five (25) years from the end of the Initial Term. The terms, covenant and conditions of this AGREEMENT shall apply to the Option Term, except as the parties may otherwise agree.
- e. The City and the YMCA agree that the Initial Term may also be extended by mutual agreement of the PARTIES (the “**Negotiated Extension**”), provided that this AGREEMENT has not previously been cancelled or terminated as provided herein. In the event of a Negotiated Extension, the term of the Negotiated Extension shall commence upon the expiration of the Initial Term, and shall be upon such terms, covenants and provisions as may be negotiated by the PARTIES. A Negotiated Extension may be requested by either party by giving the other party not less than one hundred eighty (180) days written notice of intention to seek a Negotiated Extension prior to the expiration of the Initial Term of this AGREEMENT.

4. RENT. In consideration of the value of the YMCA's contribution to the recreational needs of the residents of the City, its agreement to lease, maintain and operate the Center, its agreement to lease the Recreational Property to the City and the other terms and conditions hereafter set forth, the YMCA shall pay to the City an annual rent of \$1.00 payable on January 1st of each year of this AGREEMENT and any extension thereof.

5. CITY COMMITMENTS.
 - a. The City shall be responsible for the design, site work, and construction of the Center in accordance with the Project Requirements (the "**Project**"). The City will include representatives from the YMCA on the design review team to assure that the design elements of the Project that will impact maintenance costs, operating efficiencies and suitability for programs are consistent with the YMCA's expectations. This team will be responsible for ongoing review throughout the design phase.

 - b. The Center will be located on the Land, which is City-owned property near the Sammamish City Hall, commonly known as the "Kellman" site, as described in Exhibit "A".

 - c. The Center as constructed by the City shall substantially conform to the minimum specifications described in Exhibit D (the "Minimum Specifications") and, to the extent not inconsistent with the Minimum Specifications, to the following requirements: an approximately 60,000 square foot multi-purpose community and aquatic center which will include two gymnasiums, space for cardio and group fitness programs, a jogging track, child watch areas, a leisure pool, a 6-lane lap pool at least 25-yards in length, locker rooms, administrative offices, a number of multipurpose rooms to serve a variety of recreational uses, related site improvements, related landscaping, and on-site parking for over 300 vehicles (collectively with the Minimum Specifications, the "**Project Requirements**"). The PARTIES acknowledge that the foregoing Project Requirements may be subject to changes agreed to by the PARTIES as Project planning and construction process proceeds.

 - d. The City will contribute approximately \$25,000,000 to the construction costs of the Project.

 - e. It is the expectation of the parties that construction of the Center shall be completed by December 31, 2016

6. YMCA COMMITMENTS.

- a. The YMCA will raise \$5,000,000 in support of the Project. Upon commencement of the Initial Term, the YMCA shall pay an amount to the City equal to twenty percent (20%) of the City's documented Project design and construction costs, not to exceed a total of \$5,000,000 (the "**YMCA Capital Contribution**"). The value of the YMCA Capital Contribution for purposes of this AGREEMENT shall be deemed to be amortized on a forty (40) year straight line basis from the date paid, regardless of when this AGREEMENT terminates.
- b. Upon commencement of the Initial Term, the YMCA shall provide the furniture, fixtures and equipment for the Center, estimated to be a value of \$500,000.00. The YMCA will maintain ownership of all equipment, furniture and fixtures paid for by the YMCA.
- c. In regard to the YMCA's leasing of the Premises, the YMCA will provide the cost of start-up at an estimated value of \$300,000. Start-up costs shall include start-up marketing costs and initial operating deficits. Monthly operating cost recovery is anticipated to be achieved within four (4) months of beginning operations.

7. OPERATION OF THE CENTER.

- a. During the Term, the YMCA shall maintain the following minimum operating hours for the Center:
 - i. Monday to Friday, 5:00 am to 9:00 pm
 - ii. Saturday, 7:00 am to 7:00 pm
 - iii. Sunday, 12:30 pm to 6:00 pm
 - iv. The operating hours are subject to change as agreed upon by both PARTIES.
- b. The following benefits shall be provided to Sammamish Residents:
 - i. No one shall be turned away because of inability to pay the cost of membership or program fees.

- ii. For the first eighteen (18) months of operation there will be no joining fees for Sammamish residents. Thereafter, Sammamish residents will receive a 75% discount on the joining fee.
 - iii. 10% off all youth facility-based programs.
 - iv. Meeting space available (at no charge) for Sammamish-based community groups. Use of meeting space does not require a YMCA membership.
 - v. Exhibition space as scheduled for City of Sammamish Arts Commission and other art activities.
 - vi. Senior social once a month, free for all City of Sammamish residents. YMCA membership not required.
 - vii. Open House Days throughout the year to coincide with City special events (e.g., Fourth of July, Teen Fest, Sammamish Days etc.). Open House days do not require a YMCA membership.
 - viii. One open community swim each week for City of Sammamish residents. YMCA Membership is not required. Such use may be limited by pool capacity and/or Health Department restrictions.
 - ix. A.W.A.Y Member privileges (Always Welcomed at the YMCA), which allows use of facilities while away from the local YMCA association.
- c. The following benefits shall be provided to all members:
- i. Free total health consultation.
 - ii. Free equipment orientations.
 - iii. Over one hundred twenty-five (125) free fitness classes.
 - iv. Complimentary towel service and use of day lockers.
 - v. Reduced fees and priority registration for programs.

- vi. Twelve (12) guest passes per year.
- d. The YMCA agrees to make reasonable efforts to provide recreational programs that are intended to serve the broader Sammamish community. The YMCA shall have no obligation to provide additional recreational programs that impose materially greater operating costs on the YMCA, or put the YMCA at additional risk for liability.
- e. The PARTIES agree that: (a) the first priority for pool use shall be water safety and teaching; (b) the second priority shall be health and fitness programs; and (c) the third priority shall be swim team use.
- f. The PARTIES acknowledge that the demand for swim team space far exceeds the capacity of the proposed pool and agree to develop an allocation schedule to ensure that space is equitably distributed to Sammamish-based swim teams. The YMCA is not expected to subsidize swim team use of the facility and may develop a fee structure separate from the membership fee to ensure full cost recovery for use of the pool.
- g. Upon completion of the construction of the Center and receipt of an occupancy certificate from the City, and during the Term, the YMCA shall operate the Center in accordance with the terms and conditions of this AGREEMENT. In doing so, the YMCA shall abide by all applicable laws, regulations and ordinances in operating the Center and in using the Premises. The YMCA shall obtain all required licenses, certifications, or other approvals that may be required for the YMCA's use of the Center and the Premises.
- h. The YMCA shall establish and maintain a local volunteer board of managers to assist in providing strategic direction for facility operations. Board members will also assist with fundraising, outreach and oversight to the branch executive. The board of managers shall consist of a majority of Sammamish residents. One member of the City Council, the City Manager, and the Parks and Recreation Director shall serve as ex-officio members of the board of managers.
- i. The operation of the Center is anticipated to be self-supporting and shall not require any operating subsidy from the City.

8. MAINTENANCE AND REPAIR COSTS.

a. Routine Maintenance and Inspections.

- i. During the Term, the YMCA 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 as defined below. The YMCA shall maintain the Premises in accordance with federal laws, 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 YMCA.
- ii. The YMCA may use a combination of staff and private contractors to oversee maintenance.
- iii. The YMCA will develop annual maintenance plans for the Center and all major building systems (HVAC, plumbing, aquatics etc.). Maintenance plans are subject to review and comment by the City.

b. Custodial Services.

- i. During the Term, the YMCA, at its own expense, shall provide custodial services for the Center and shall keep the Center 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 exterior entranceways and walkways in a safe and clean condition. Custodial services shall include the interior and exterior of the Center. The standard and quality of the custodial services provided shall not be less than the standard and quality provided at other City facilities.

c. Landscape Maintenance.

- i. During the Term, the YMCA shall ensure that the planter boxes and landscaped areas immediately adjacent and/or attached to the Center are maintained in a manner consistent with other City properties and shall be responsible for any costs related thereto.
- ii. The City will maintain the Adjacent Property and the landscaping associated with the parking structure on the Land. 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.

- iii. The City shall be responsible for performing regular maintenance of the irrigation system on the Land and the Adjacent Property, including seasonal inspection and winterizing.
- d. Maintenance of the Parking Structure and Parking Lot.
- i. The City shall be responsible for maintenance of the parking structure, the associated landscaping, and the associated driveways and surface parking lots, to include twice per month sweeping.
 - ii. The City shall be responsible for snow removal (as needed) at the parking structure and the associated driveways. Snow removal at the Premises will be prioritized based on the availability of maintenance personnel. The YMCA shall be responsible for clearing and de-icing sidewalks immediately adjacent to the Center and the entryways to the Center.
- e. Major Capital Maintenance and Repair.
- i. The YMCA shall be responsible for maintaining the following elements of the Center in good condition and repair, and if necessary replacing the same if worn or obsolete and no longer serving their intended functions: roof; exterior cladding; structural elements; heating, ventilation and air conditioning; plumbing; electrical; exterior pavement and sidewalks; fire alarm monitoring system, fire suppression/sprinkler system, and the backflow prevention assembly (the “**Capital Elements**”).
 - ii. The YMCA shall develop a capital replacement plan for all equipment and major systems that will be subject to review and approval by the City.
 - iii. The YMCA will be responsible for obtaining permits and paying all associated permit fees for future capital projects which the YMCA is obligated to perform.
 - iv. The City shall be responsible for repairs or replacement of the irrigation system in the event of system breakage or failure.

- v. YMCA's capital expenses related to the repair and replacement of any Capital Elements (the "**YMCA Capital Investment Costs**") shall, for the purposes of this AGREEMENT, be deemed to be amortized on a forty (40) year straight line basis from the date paid, regardless of when this AGREEMENT terminates.
 - f. Facilities Committee
 - i. The YMCA will establish a Facilities Committee to review and make recommendations related to all issues associated with maintenance of the Center. A majority of the committee shall consist of Sammamish residents. The Facilities Committee will keep regular minutes of its formal meetings and provide this information to the City. The City may designate a representative to serve on this committee.
9. UTILITIES. The YMCA shall be responsible for all utility costs associated with operation of the Center. The City shall be responsible for water costs associated with irrigation of the land and the Adjacent Property.
10. SECURITY CAMERAS. A security system for both the Center and the adjacent parking structure will be purchased and installed as part of the construction of the Project. The security system equipment will be located at the Center. The YMCA shall monitor and maintain the security system and the PARTIES agree to work together to resolve any security issues that may arise at the Center.
11. USE OF SURPLUS FUNDS. It is not anticipated that there will be a surplus once reserves are funded for maintenance and replacement and capital expenses as required of the YMCA in this AGREEMENT. If a surplus thereafter occurs, the second priority for use of surplus funds shall be to establish an operational reserve fund equal to two months of operational expenditures. Thereafter, the funds may be used to support jointly agreed upon enhancements and improvements to the Center.
12. SIGNAGE, NAMING AND MARKETING.
- a. The Center will be known as the "Sammamish Community and Aquatic Center."
 - b. Monument and building signage that includes the City logo will be included as part of the Project. Monument signage may also include a "Y," to represent the brand of the YMCA. All "Y" signs shall be removed by the YMCA at the termination of the AGREEMENT.

- c. The YMCA may maintain its brand as the operator of the facility. The programs and operations may be marketed and branded as "YMCA programs." All programs associated with the Center shall acknowledge the partnership with the City through text or use of the City logo or both.
 - d. All signs shall meet applicable codes and regulations of the City of Sammamish.
 - e. All signs or symbols placed anywhere externally shall be subject to the prior approval of the City, which approval shall not be unreasonable withheld.
 - f. The YMCA will be conducting a capital campaign for its contribution to the Center. At times, companies or individuals who contribute may wish to name a room in the Center. The YMCA and City will work together, in good faith, to accommodate these requests.
13. PARKING. The YMCA will commit to identifying an alternate parking location by the opening date of the Center for the majority of the staff to improve availability in the parking structure for members and other visitors to the Sammamish Commons campus. The City shall not charge for use of the parking structure or any other parking facilities servicing the Center at any time while this Agreement is in effect.
14. ANNUAL REPORT. The YMCA shall provide the City Council with an annual report setting forth an evaluation of all service programs provided, the cost of operating and maintaining the Center, and such other information related to the facility as may be requested by the City Council. The report shall be provided no later than 60 days following the end of each calendar year.
15. INDEMNIFICATION/HOLD HARMLESS.
- a. YMCA Indemnification. The YMCA shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the performance of the operations or willful misconduct of the YMCA, its employees, agents or consultants (the "**YMCA Parties**") in regard to: (1) the use of the Premises; (2) the conduct of YMCA's business; or (3) any activity, work or thing done, permitted, or suffered by the YMCA in or about the Premises. In no event shall the YMCA be responsible for any injury or damage as shall have been occasioned by the operations or willful misconduct of the City, its employees, agents or consultants (the "**City Parties**").
 - b. Insurance. The YMCA shall procure and maintain for the duration of the AGREEMENT insurance in accordance with Section 16 below.

- c. No Limitation. YMCA's maintenance of insurance as required by this AGREEMENT shall not be construed to limit the liability of the YMCA to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - d. City Indemnification. The City shall defend, indemnify, and hold harmless the YMCA, its officers, officials, employees, agents, consultants and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arise out of the operations or willful misconduct of any of the City Parties in regard to (1) the construction or maintenance of the parking structure, the associated landscaping and the associated driveways and surface parking lots, or (2) the design or construction of the Center.
 - e. No Limitation. The City's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the City to the coverage provided by such insurance, or otherwise limit the YMCA's recourse to any remedy available at law or in equity.
 - f. Survival. The provisions of this Section shall survive the expiration or termination of this AGREEMENT.
16. INSURANCE OBLIGATIONS.
- a. YMCA's Obligations. The YMCA agrees to maintain Commercial General Liability insurance acceptable to the City covering injuries to persons and damage to property, with the City named as an Additional Insured, covering the YMCA's negligence or willful misconduct in regard to activities under this AGREEMENT. In addition, the YMCA shall maintain property insurance covering the replacement costs of all of its personal property, furnishings, fixtures and equipment. For the avoidance of doubt, the YMCA shall have no obligation to maintain insurance covering the replacement costs of the Center or any other Improvements on the Premises. Any deductibles or self-insured retention in excess of \$50,000 elected by YMCA shall be pre-approved by the City. YMCA shall bear the responsibility for payment of any deductibles or self-insured retention amount. 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 YMCA in this AGREEMENT. The YMCA shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

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

(A) Property Insurance: Property insurance shall be written on an all risk basis, covering the full value of YMCA's property and improvements with no coinsurance provisions.

(B) General Liability: Insurance Services Office form number (CG00 01 Ed. 12-07) covering Commercial General Liability, with a limit of not less than \$5,000,000 combined single limit per occurrence, \$10,000,000 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 \$5,000,000 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.

(E) Other Insurance Provisions. The insurance coverages required by this AGREEMENT are to contain or be endorsed to contain the following provisions where applicable:

Liability Coverages:

- (1) The City, its officers, officials, employees, and agents are to be included as Additional Insured in respects to: liability arising out of operations or willful misconduct by or on behalf of the YMCA performed under this AGREEMENT.
- (2) To the extent of the YMCA's negligence and the negligence and willful misconduct of the YMCA Parties, the YMCA's insurance coverage shall be primary insurance in respect to 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, in such case, be excess to any other available insurance coverages.

- (3) The YMCA'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.

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.

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.

Verification of Coverage. The YMCA 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 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.

Waiver of Subrogation. YMCA and 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 Center, landscaping and parking improvements owned by each party. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

- b. City's Obligations. The City agrees to maintain Commercial General Liability insurance acceptable to the YMCA covering injuries to persons and damage to property, covering the City's activities under this AGREEMENT. In addition, the City shall maintain property insurance covering the replacement costs of all of the Improvements on the Premises, including the parking structure. By requiring such insurance coverage, the YMCA 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 or broader coverage than is herein specified.

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 constructed on the Property by the City or repaired or replaced by the YMCA 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, \$2,000,000 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.

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

(E) Other Insurance Provisions. The insurance coverages required by this AGREEMENT are to contain or be endorsed to contain the following provisions where applicable:

Liability Coverages:

- (1) To the extent of the City’s negligence and the negligence and willful misconduct of the City Parties, the City’s insurance coverage shall be primary insurance in respect to the YMCA, its officers, officials, employees, and agents. Any insurance and/or self-insurance

maintained by the YMCA, its officers, officials, employees, and agents shall, in such case, be excess to any available City insurance coverages.

- (2) 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.

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 YMCA.

Acceptability of Insurers. Unless otherwise consented to by the YMCA, 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.

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

Application of Insurance Proceeds. In case of any insurance policies as described in Subsection 16.b(A)(1), 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 27.a.

Waiver of Subrogation. YMCA and 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 said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

The City's membership in a government self-insured risk pool shall satisfy all conditions set forth under section 16. b.

17. 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.

18. LIENS. The YMCA covenants and agrees that it shall not during the term of this AGREEMENT suffer or permit any lien, charge, security interest or encumbrance resulting from any act by the YMCA (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 YMCA. Notwithstanding the foregoing, the YMCA 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 YMCA 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 YMCA shall, defend, indemnify, and hold the City harmless from and against all claims arising out of or relating to any such Lien. The City shall provide written notice of any such claims to the YMCA within five (5) days after the City receiving notice thereof, and the YMCA shall defend such claims at its sole cost by counsel reasonably satisfactory to the City. Notwithstanding the YMCA's obligation to defend the City as stated herein, the City shall retain the right to participate in said defense. The YMCA's obligations pursuant to this Section 18 shall survive the expiration or earlier termination of this AGREEMENT.

19. PERSONAL PROPERTY TAXES. The YMCA shall pay promptly, when due, all taxes assessed during the term of this AGREEMENT upon the YMCA's fixtures, furnishings, equipment, and stock in trade, upon the YMCA's leasehold interest under this AGREEMENT, or upon any other personal property situated in or upon the leased Premises.

20. REAL PROPERTY TAXES. The City shall be responsible to pay any real property tax assessed against the Premises.

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 YMCA 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 leasehold excise tax under RCW 82.29A resulting from the YMCA's use or occupancy of the

Premises, the YMCA 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. 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 either party 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.
23. 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.
24. 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, except as outlined in section 16 a and 16 b.
25. 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.
26. TERMINATION.
- a. Termination by the City without Cause. The City may not terminate this AGREEMENT without cause within the first ten (10) years of the AGREEMENT. Thereafter, the City may terminate this AGREEMENT without cause by providing at least eighteen months (18) months prior written notice to the YMCA of the City's intent to terminate pursuant to this provision. If such termination occurs, the YMCA will be compensated for the unamortized share of the YMCA Capital Contribution and the unamortized share of the YMCA Capital Investment Costs as of the termination date. The City shall be entitled to possession of the Premises and the Center upon the termination of this AGREEMENT.
 - b. Termination by YMCA without Cause. The YMCA may not terminate this AGREEMENT without cause within the first ten (10) years of the AGREEMENT. Thereafter, the YMCA may terminate this AGREEMENT without cause by providing at least eighteen months (18) months prior written notice to the City of the YMCA's intent to terminate pursuant to this provision. If such termination occurs, the YMCA will be compensated for the unamortized share of the YMCA Capital Contribution and the unamortized share of the YMCA Capital Investment Costs as of the

termination date. The City shall be entitled to possession of the Premises and the Center upon the termination of this AGREEMENT.

- c. Recreational Property Lease. The Recreational Property Lease attached as Exhibit C shall be co-terminus with this AGREEMENT. If this AGREEMENT is terminated for any reason, the Recreational Property Lease shall also terminate. As provided in the Recreational Property Lease, the City shall have an option to purchase the Recreational Property as of the Recreational Property Lease termination date for the fair market value of the land as determined by agreement or by appraisal.
- d. Termination for Default.
 - i. The PARTIES are required to follow the dispute resolution process in Section 33 prior to taking steps under this subsection to terminate for default. Only after pursuing the steps in Section 33, 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' 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 diligently to remedy the default. This clause shall not be invoked by either party for purposes other than default.
 - ii. If the City properly terminates this AGREEMENT for default by YMCA, the City shall take immediate possession of the Center and shall have no obligation to reimburse the YMCA for the YMCA Capital Contribution or the YMCA Capital Investment Costs
- e. Disposition of Fixtures. In the event of termination, the YMCA may remove any improvements, additions, fixtures, personal property, furnishings and equipment owned by the YMCA, provided that the removal will not cause permanent injury to the structure of the Center or the Premises.

27. DESTRUCTION

- a. Insured Damage to City-Insured Property. If the Center is damaged or destroyed by any peril 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 Center is damaged or destroyed by any peril (a) which cannot be repaired by City with available insurance proceeds, or (b) which affects twenty-five percent (25%) or more of the replacement value of the Premises during the last twenty-four (24) months of the Term, 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 YMCA 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 YMCA-Insured Property. If the Center is damaged or destroyed by any peril covered by the YMCA's insurance, the YMCA may: (a) 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; or (b) elect not to restore the YMCA-insured portions of the Center, subject to the YMCA providing the City with written notice of such election within four (4) weeks of the receipt of the proceeds of the YMCA insurance. Upon an election by the YMCA not to restore pursuant to this paragraph, this AGREEMENT shall terminate. For the avoidance of doubt, and notwithstanding any other provision of this AGREEMENT, the first sentence of this Section 27(c) sets forth the full extent of the YMCA's obligation to repair, restore or rebuild the Center if it is damaged or destroyed.
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, when delivered by overnight express mail, or three (3) days after being sent by regular mail, to the appropriate party at the following addresses:

If to the YMCA:	President/CEO YMCA of Greater Seattle 900 Fourth Avenue Seattle, WA 90104
and to:	Regional Executive Coal Creek YMCA 13750 Newcastle Golf Club Road Newcastle, WA 98059

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 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 33 below. 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 YMCA.
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 YMCA and the City anticipate that terms of this AGREEMENT may need to be modified in the future. The YMCA 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. DISPUTE RESOLUTION. If either party claims that the other party has breached any term of this AGREEMENT, or in the event of disputes or disagreements under this AGREEMENT, the following procedures shall be followed if and when informal communications, such as e-mails and telephone conversations, fail to satisfy the claiming party:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

34. 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.

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

CITY OF SAMMAMISH

By 

Its City Manager
Date: 4/29/2013

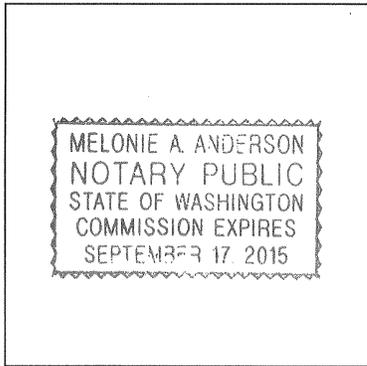
YMCA OF GREATER SEATTLE

By [Signature]
Its President CEO
Date: April 26, 2013

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Ben Yazici is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the City Manager of the CITY OF SAMMAMISH to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/29/2013



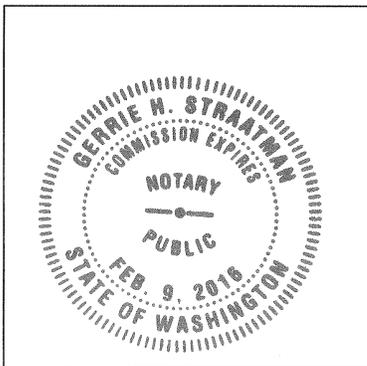
Melonie A. Anderson
Notary Public
Print Name Melonie A. Anderson
My commission expires 09-17-2015

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Robert B. Gilbertson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President/CEO of the YMCA of Greater Seattle to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4-26-2013



(Use this space for notarial stamp/seal)

Gerrie H. Straatman
Notary Public
Print Name Gerrie H. Straatman
My commission expires 2-9-2016

EXHIBIT A

Legal Description of the Property

King County Parcel # 042406-9001 (Lot "C" in graphic)

LOT 2 OF KING COUNTY SHORT PLAT NUMBER S89S0099 RECORDED UNDER RECORDING NUMBER 9010319001 AND MINOR PLAT ALTERATION RECORDED UNDER RECORDING NUMBER 20040115900020 RECORDS OF KING COUNTY WASHINGTON, CONTAINING 408,089 SQUARE FEET MORE OR LESS. TOGETHER WITH 1/3 INTEREST IN TRACT Y.

EXHIBIT B**Legal Description of Adjacent Property
(Includes Tract Y and Lot B)****King County Parcel # 042406-TRCT (Tract "Y" in graphic)**

THAT PORTION OF LOTS 1, 3 AND TRACT X OF KING COUNTY SHORT PLAT NUMBER S89S0099 RECORDED UNDER RECORDING NUMBER 9010319001 AND MINOR PLAT ALTERATION RECORDED UNDER RECORDING NUMBER 20040115900020 RECORDS OF KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT X OF SAID MINOR PLAT ALTERATION, BEING A POINT ON THE WEST MARGIN OF 228TH AVE SE LYING 50.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., BEING THE TRUE POINT OF BEGINNING;

THENCE, NORTH 89°00'07" WEST, ALONG THE SOUTH LINE OF SAID TRACT X, 494.53 FEET TO THE SOUTHWEST CORNER OF SAID TRACT X;
 THENCE NORTH 00°25'53" EAST FOLLOWING ALONG THE WESTERLY LINE OF SAID TRACT X 310.39 FEET;
 THENCE NORTH 70°59'27" WEST 50.00 FEET;
 THENCE NORTH 00°25'54" EAST 31.65 FEET TO THE NORTHWEST CORNER OF SAID TRACT X;
 THENCE SOUTH 70°59'27" EAST, FOLLOWING ALONG THE NORTHERLY LINE THEREOF 81.65 FEET;
 THENCE SOUTH 00°25'56" WEST 304.40 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 27.84 FEET NORTH OF THE SOUTH LINE OF TRACT X;
 THENCE SOUTH 89°00'07" EAST ALONG SAID PARALLEL LINE 308.60 FEET;
 THENCE NORTH 01°26'08" EAST 2.16 FEET TO THE NORTH LINE OF SAID TRACT X;
 THENCE SOUTH 89°00'07" EAST FOLLOWING ALONG SAID NORTH LINE 2.86 FEET TO A POINT OF CURVATURE TO THE LEFT;
 THENCE ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 76°48'35" FOR AN ARC LENGTH OF 33.51 FEET;
 THENCE SOUTH 89°00'07" EAST 35.52 FEET TO A NON TANGENT CURVE;
 THENCE ALONG SAID CURVE, CURVING TO THE SOUTHEAST HAVING A RADIUS BEARING SOUTH 89°00'07" EAST 25.00 FEET, WITH A CENTRAL ANGLE OF 51°05'00" AND AN ARC LENGTH OF 22.29 FEET;
 THENCE SOUTH 89°00'07" EAST 73.61 FEET TO A POINT ON THE WEST MARGIN OF 228TH AVE SE AND THE NORTHEAST CORNER OF SAID TRACT X;
 THENCE SOUTH 00°25'53" WEST 40.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 26,676 SQUARE FEET MORE OR LESS.

King County Parcel # 042406-9255 (New Lot "B" in graphic)

ALL OF LOT B AND THAT PORTION OF LOT A OF THE CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT No. PLN2008-00029 RECORDED UNDER RECORDING NUMBER 20080605900003 RECORDS OF KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

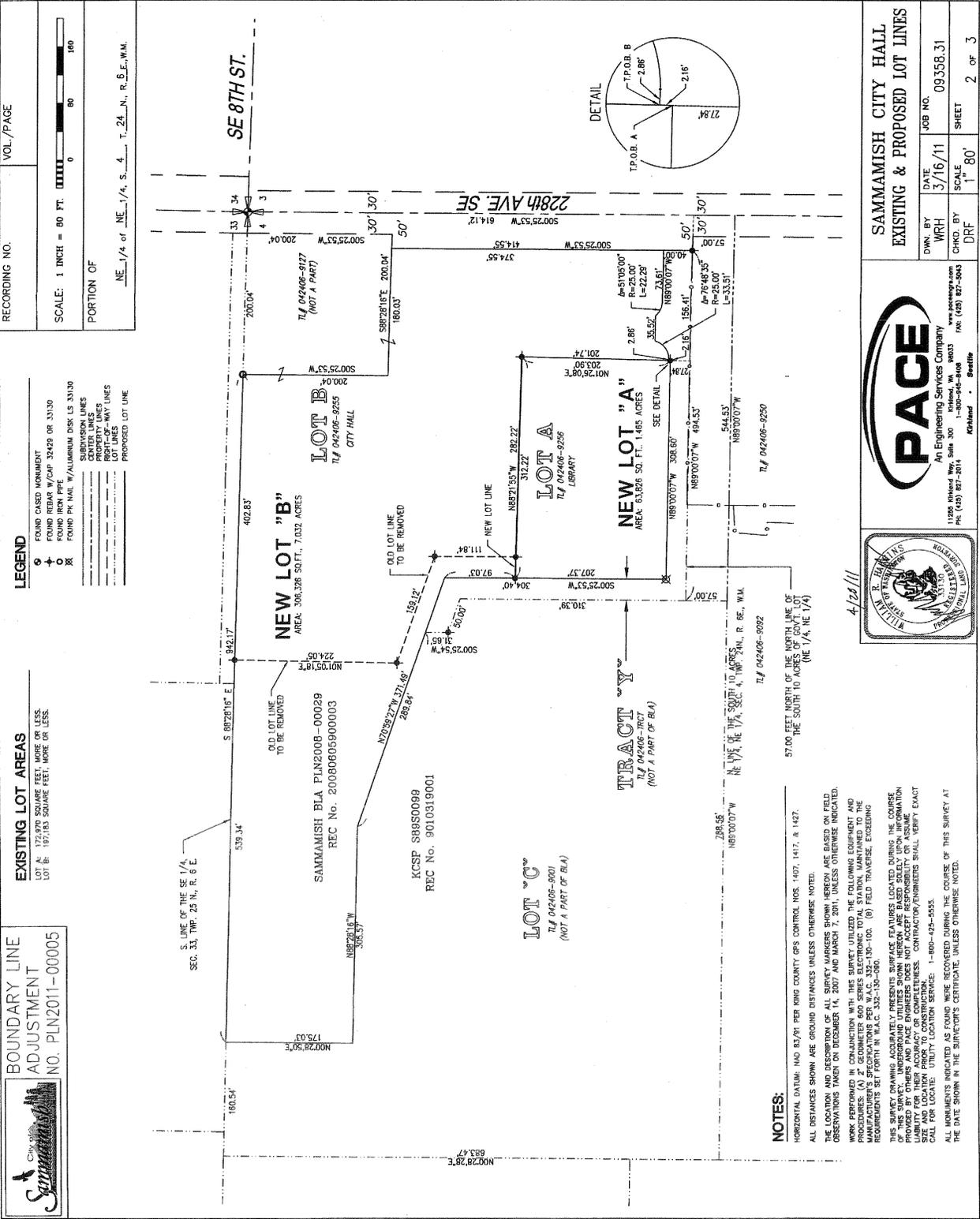
COMMENCING AT THE SOUTHEAST CORNER OF TRACT X OF SAID BOUNDARY LINE ADJUSTMENT No. PLN2008-00029, BEING A POINT ON THE WEST MARGIN OF 228TH AVE SE LYING 50.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.;

THENCE, NORTH 89°00'07" WEST, ALONG THE SOUTH LINE OF SAID TRACT X, 156.41 FEET;
 THENCE NORTH 01°26'08" EAST, 27.84 FEET TO THE SOUTHEAST CORNER OF LOT A;
 THENCE CONTINUING NORTH 01°26'08" EAST 2.16 FEET TO THE SOUTHWEST CORNER OF LOT B AND THE TRUE POINT OF BEGINNING;
 THENCE CONTINUING NORTH 01°26'08" EAST A DISTANCE OF 201.74 FEET TO THE NORTHEAST CORNER OF SAID LOT A;
 THENCE NORTH 88°21'55" WEST ALONG THE NORTHERLY LINE AND THE EXTENSION THEREOF 312.22 FEET TO THE WESTERLY LINE OF SAID LOT A;
 THENCE ALONG THE WEST AND SOUTH LINES, OF SAID LOT A, THE FOLLOWING COURSES: NORTH 00°25'53" EAST 97.03 FEET;
 THENCE NORTH 70°59'27" WEST 371.49 FEET;
 THENCE NORTH 88°28'16" WEST 305.57 FEET;
 THENCE NORTH 00°28'50" EAST 175.03 FEET, TO THE NORTHWEST CORNER THEREOF;
 THENCE NORTH 88°28'16" WEST ALONG THE NORTH LINES OF SAID LOTS A AND B 942.17 FEET;
 THENCE SOUTH 00°25'53" WEST, 200.04 FEET;
 THENCE SOUTH 88°28'16" EAST 180.03 FEET TO THE WESTERLY MARGIN OF SAID 228TH AVE SE;
 THENCE SOUTH 00°25'53" EAST ALONG SAID WESTERLY MARGIN 374.55 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED TRACT X;
 THENCE NORTH 89°00'07" WEST FOLLOWING ALONG THE NORTH LINE THEREOF 73.61 FEET TO A POINT OF CURVATURE TO THE RIGHT;
 THENCE ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 51°05'00" FOR AN ARC LENGTH OF 22.29 FEET;
 THENCE NORTH 89°00'07" WEST 35.52 FEET TO A NON TANGENT CURVE;
 THENCE ALONG SAID CURVE, CURVING TO THE SOUTHWEST HAVING A RADIUS BEARING NORTH 89°00'07" WEST 25.00 FEET, WITH A CENTRAL ANGLE OF 76°48'35" AND AN ARC LENGTH OF 33.51 TO A POINT OF TANGENCY;
 THENCE NORTH 89°00'07" WEST 2.86 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE NORTHERLY 200 FEET OF THE EASTERLY 230 FEET OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. LESS COUNTY ROAD.

CONTAINING 346,362 SQUARE FEET MORE OR LESS (7.951 ACRES).

TOGETHER WITH 1/3 INTEREST IN TRACT Y.



PACE	
An Engineering Services Company	
11250 Midwest Way, Suite 300 Indianapolis, IN 46243 Tel: (416) 827-8014 Fax: (416) 827-8014 Kishland • Bennett	
SAMMAMISH CITY HALL	EXISTING & PROPOSED LOT LINES
DWN. BY	DATE
WRH	3/16/11
CHKD. BY	SCALE
DRF	1" = 80'
JOB NO.	SHEET
09358.31	2 OF 3

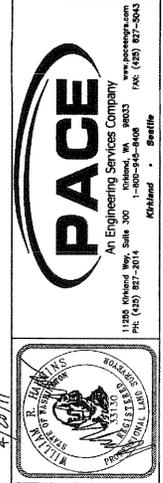


EXHIBIT C

Recreational Property Lease

RECREATIONAL PROPERTY GROUND LEASE

This Ground Lease ("**Lease**") is made as of the 29 day of April, 2013 (the "**Effective Date**"), by and between YMCA OF GREATER SEATTLE, a Washington non-profit corporation, (the "**YMCA**") and CITY OF SAMMAMISH, a Washington municipal corporation (the "**City**").

RECITALS

A. YMCA is the owner of the real estate described on Exhibit A attached hereto (the "**Premises**") which is comprised of approximately seven (7) acres adjacent to the Pine Lake Middle School in Sammamish, Washington;

B. City desires to lease and develop the Premises as a community recreational facility; and

C. YMCA is willing to lease the Premises to City for nominal rent so that City may construct certain recreational improvements on the Premises and use the Premises for community recreational purposes;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

ARTICLE I

THE DEMISE

1.1. Demise. In consideration of the rents, covenants and agreements contained in this Lease, YMCA hereby leases the Premises to City, and City hereby leases the Premises from YMCA upon and subject to the conditions set forth in this Lease, and subject to all liens, encumbrances and matters of record as of the date of this Lease.

1.2. Use of Premises. The Premises shall be used and occupied only for the purpose of the development, operation and maintenance of recreational facilities, landscaped areas, parking areas and such other purposes related to the operation and maintenance of the recreational facilities (the "**Recreational Facilities**") as the City deems appropriate. City shall not use or permit the Premises to be used for any other purposes without the prior written approval of YMCA.

ARTICLE 2

TERM

2.1. Duration. The term of this Lease shall be co-terminus with the term of the leasehold interest granted by City as lessor to YMCA as lessee, as such term may be extended, under the Community and Aquatic Center Operating and Management Agreement (the "**Center Lease**"), by and between YMCA and City dated as of the Effective Date (the "**Term**").

ARTICLE 3

RENT

3.1 Total Amount. City shall pay to YMCA in advance upon the commencement of the Term the sum of One Dollar (\$1.00) as prepaid rent for the initial year of the Term and One Dollar (\$1.00) per year thereafter. The latter sum shall be paid to the YMCA, in annual installments, no later than the first week of each new rental year.

ARTICLE 4

FINANCIAL INFORMATION

4.1 City's Preliminary Budget. A copy of City's preliminary budget for the installation and construction of the Recreational Facilities, including anticipated sources of funding, shall be provided to the YMCA upon completion. City agrees to provide YMCA with a copy of each revision to the Construction Budget within thirty (30) days after each revision is prepared.

4.2 City Council Meetings. City shall notify YMCA of the time and place of all meetings of its City Council for which development of the Recreational Facilities is on the meeting agenda, and shall give representatives of YMCA the opportunity to attend such meetings.

ARTICLE 5

CONSTRUCTION OF IMPROVEMENTS

5.1 Approval of Plans. YMCA agrees that City may develop and construct the Recreational Facilities and all necessary appurtenant improvements on the Premises, including, but not limited to: irrigation systems; drainage facilities; restroom buildings; maintenance buildings; public parking lots; club house; practice areas; picnic facilities; play fields; playground equipment; street improvements; bleacher facilities; lighting systems; water, power and sewer utilities. City shall submit all site and construction plans with regard to the development described above (including but not limited to clearing, grading, and construction plans) to YMCA for YMCA's prior review and approval, which approval shall not be unreasonably withheld. YMCA shall respond to City's request for approval within fifteen (15) days of its receipt of City's plans. City shall not commence any construction of the Recreational Facilities until the construction plans have been approved in writing by YMCA (the "**Final Construction Plans**").

5.2 Termination for Delay. If City's development plans with regard to the Recreational Facilities are not completed by June 30, 2018, YMCA may terminate this Lease by giving a minimum of six (6) months' notice of termination, which notice shall be deemed void if City completes such plans within the six (6) month notice period. Development plan refers to a concept-level site plan and preliminary budget estimates.

5.3 Road Improvements and Utilities. City shall be responsible to construct or cause the construction at its expense all utility improvements, road improvements, traffic signals, parking improvements and any other improvements that are desired by City or required by any local government body in connection with the development of the Recreation Facilities on the Premises.

5.4 Construction of Improvements. City agrees to construct or cause the construction of the Recreation Facilities in accordance with the Final Construction Plans. City shall be solely responsible for the cost of all construction required in connection with the development of the Recreation Facilities. YMCA shall not be required to contribute to the cost of the construction of such improvements. City covenants and agrees to promptly pay for all labor and materials used in the construction of the Recreation Facilities and to

indemnify and hold YMCA harmless from any liens, claims or causes of action arising from or related to the construction of the improvements.

5.5 Amortization. The value of the City improvements for purposes of this Lease shall be deemed to be amortized on a forty (40) year straight line basis from the date paid. If termination occurs, the City will be compensated for the unamortized share of the City improvements, provided that the City shall receive no compensation for the City Improvements if the City terminates this lease without cause or if termination occurs upon City's purchase of the Premises.

ARTICLE 6

TAXES AND UTILITIES

6.1 Utilities. City shall be solely responsible for the payment of all utilities serving the Premises during the Term, and shall pay and discharge all utility charges which are incurred for utilities used at the Recreational Facilities during the Term.

6.2 Real Estate Taxes and Assessments. City shall pay all real estate taxes and assessments that are imposed upon the Premises. If the property is purchased by the City, the YMCA, as the seller, shall be obligated to pay Real Estate Excise Taxes if due.

6.3 Leasehold Excise Tax. City shall pay any leasehold excise tax imposed under Ch. 82.29A RCW. Upon taking possession of the Premises, City shall complete the necessary paperwork to receive an exemption from the leasehold excise tax, if any. In the event the State of Washington makes any demand upon YMCA for payment of any leasehold excise tax under RCW 82.29A resulting from City's leasehold interest or City's use or occupancy of the Premises, City shall indemnify YMCA for all sums expended by YMCA or withheld by the State from City in connection with such taxation.

ARTICLE 7

MAINTENANCE AND REPAIR

7.1 Condition of Premises. City hereby accepts the Premises in their existing unimproved condition.

7.2 Condition of Recreation Facility. City covenants and agrees to construct and maintain the Recreation Facility on the Premises in a first-class condition comparable to other similar recreation facilities operated by the City; provided, however, both parties understand that the Recreation Facility will be going through a maturation process during the first three years following construction in such critical areas as grass and tree development and growth, and that accordingly, City will use its best efforts to bring the Recreation Facility up to the standards of this Lease as quickly as practical.

7.3 City's Duties. City shall not permit, commit nor suffer waste, and shall at all times during the Term hereof, and at City's sole cost and expense, keep, maintain and repair the Recreation Facilities and related improvements in good, neat and sanitary order and condition.

7.4 YMCA's Right to Inspect. The YMCA shall have the right to inspect the Premises during reasonable hours to insure compliance with the provisions of this Lease.

ARTICLE 8

LIENS; SECURITY INTEREST

8.1 City's Duty. City will not directly or indirectly create or permit to be created or to remain, and will discharge any mortgage, lien, security interest, encumbrance or charge on, pledge of or conditional sale or other title retention agreement with respect to the Premises, any part thereof, City's interest therein, or any equipment, fixtures or personal property on the Premises that is imposed by or as a result of the actions of City.

8.2 Indemnity and Hold Harmless. City will indemnify and hold YMCA harmless from any mortgage, lien, security interest, encumbrance or charge on, pledge of or conditional sale or other title retention agreement imposed upon the Premises by or as a result of the actions of City.

ARTICLE 9

CITY'S INSURANCE

9.1 City's Obligations. The City agrees to maintain Commercial General Liability insurance acceptable to the YMCA covering injuries to persons and damage to property, covering the City's activities under this Lease. In addition, the City shall maintain property insurance covering the replacement costs of all of the City's Improvements on the Premises. By requiring such insurance coverage, the YMCA shall not be deemed to, or construed to, have assessed the risks that may be applicable to the City in this Lease. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

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 constructed on the Property by the City or repaired or replaced by the YMCA 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, \$2,000,000 aggregate; provided that upon the opening and operation of the Recreation Facilities and thereafter while this AGREEMENT remains in effect, the limit shall be not less than \$5,000,000 combined single limit per occurrence, \$10,000,000 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.
- (D) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington statutory limits.

(E) Other Insurance Provisions. The insurance coverages required by this LEASE are to contain or be endorsed to contain the following provisions where applicable:
Liability Coverages:

(1) To the extent of the City's acts (including the acts of the City's employees, agents and consultants), the City's insurance coverage shall be primary insurance in respect to the YMCA, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the YMCA, its officers, officials, employees, and agents shall be excess to any available insurance coverages.

(2) 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.

9.2 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 YMCA.

9.3 Acceptability of Insurers. Unless otherwise consented to by the YMCA, 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.

9.4 Verification of Coverage. The City shall furnish the YMCA with certificates of insurance and endorsements required by this Lease. 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 YMCA and are to be received and approved by the YMCA prior to the commencement of activities associated with this Lease. The YMCA reserves the right to require complete certified copies of all required policies at any time.

9.5 Waiver of Subrogation. YMCA and 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 said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

9.6 Government Insurance Pool. The City's membership in a government self-insured risk pool shall satisfy all conditions set forth under section 9.

ARTICLE 10

YMCA'S INSURANCE

10.1 YMCA's Obligations. The YMCA 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 the YMCA's activities under this Lease. Any deductibles or self-insured retention elected by YMCA shall be pre-approved by the City. YMCA shall bear the responsibility for payment of any deductibles or self-insured retention amount. 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 YMCA in this Lease. The YMCA shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

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

- (A) Property Insurance: Property insurance shall be written on an all risk basis, covering the full value of YMCA's property and improvements with no coinsurance provisions.
- (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, \$2,000,000 aggregate. The policy shall include but not be limited to:
- (1) Coverage for the YMCA's interest in the Premises and any operations conducted by the YMCA;
 - (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 \$5,000,000 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.
- (E) Other Insurance Provisions. The insurance coverages required by this Lease are to contain or be endorsed to contain the following provisions where applicable:

Liability Coverages:

- (1) The City, its officers, officials, employees, and agents are to be endorsed as Additional Insured in respects to: liability arising out of activities by or on behalf of the YMCA in connection with this Lease.
- (2) To the extent of the YMCA's acts and willful misconduct of the YMCA Parties in performance of this agreement, the YMCA's insurance coverage shall be primary insurance in respect to 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 be excess to any other available insurance coverages.
- (3) The YMCA'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.

10.2 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.

10.3 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.

10.4 Verification of Coverage. The YMCA shall furnish the City with certificates of insurance and endorsements required by this LEASE. 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 City and are to be received and approved by the City prior to the commencement of activities associated with this Lease. The City reserves the right to require complete certified copies of all required policies at any time.

10.5 Waiver of Subrogation. YMCA and 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 said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

ARTICLE 11

INDEMNIFICATION AND LIABILITY

11.1 The City shall defend, indemnify, and hold harmless the YMCA, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of City's use of Premises, or from the conduct of City's business, or from any activity, work or thing done, permitted, or suffered by the YMCA in or about the Premises, except only such injury or damage as shall have been occasioned by the negligence and willful misconduct of the YMCA, its officers, officials, employees or volunteers in the performance of this agreement. In no event shall the City be responsible for the injury or damage as shall have been occasioned by the actions of the YMCA in regard to activities performed under this agreement.

11.2 Insurance. The City 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 City's operation and use of the leased Premises.

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

11.4 No Limitation. The City's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the City to the coverage provided by such insurance, or otherwise limit the YMCA's recourse to any remedy available at law or in equity.

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

ARTICLE 12

EMINENT DOMAIN

12.1 Option to Terminate. If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, each of City and YMCA shall have the right at its option to terminate this Lease, exercisable by written notice to the other party given within thirty (30) days after the date of the taking. If neither party exercises its right to terminate this Lease, City may continue in possession of the remainder of the Premises under the terms of this Lease.

12.2 Award. In the event of any taking, partial or whole, YMCA shall be entitled to the entire

award judgment or settlement from the condemning authority for the value of the Premises taken by the condemning authority, less the unamortized value of the City's improvements which amount shall be allocated to the City to the extent it is included in the award.

ARTICLE 13

EVENTS OF DEFAULT BY CITY AND YMCA'S REMEDIES

13.1 Events of Default. Any of the following occurrences or acts shall constitute an event of default under this Lease:

(A) Failure to Perform. If City shall

(1) default in making payment when due of any rent or any other amount payable by City hereunder; or

(2) failure to maintain the Recreational Facilities in the manner required by this Lease; or

(3) default in the observance or performance of any other substantial provision of this Lease to be observed or performed by City hereunder; and

if such default shall continue as to subsection (1) for thirty (30) days or as to subsections (2) and (3) above for sixty (60) days, in each case after YMCA shall have given to City notice specifying such default and demanding that the same be cured, or, with respect to a default under subsections (2) and (3), if by reason of the nature thereof such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of thirty (30) days, if City shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default and with all due diligence, it being intended in connection with a default not susceptible of being wholly cured with due diligence within such period that the time within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence; or

13.2 Remedies Upon City's Default. In the event of any default by City as defined hereinabove which default remains uncured after the expiration of the respective period set forth above, YMCA may exercise the following remedies:

(A) Terminate Lease. If there is a default which, within YMCA's reasonable discretion, affects City's ability to operate and maintain a first class Recreation Facility, YMCA may terminate City's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and City shall immediately surrender possession of the Premises to YMCA.

(B) Other Remedies. Any other remedy which may be available to YMCA at law or equity, including but not limited to actions for damages, and or injunctive relief.

13.3 Cumulative Rights and Remedies. The rights and remedies reserved to YMCA herein, including those not specifically described, shall be cumulative, and except as provided by Washington statutory law in effect at the time, YMCA may pursue any and all such rights and remedies at the same time or independently.

13.4 No Waiver. No delay or omission of YMCA to exercise any right or remedy shall, except as expressly provided herein, be construed as a waiver of any such right or remedy or of any default by City hereunder. The acceptance by YMCA of rent or any additional rent hereunder shall not be a waiver of any

preceding breach or default by City of any provision hereof, other than the failure of City to pay the particular rent accepted, regardless of YMCA's knowledge of such preceding breach or default at the time of acceptance of such rent, or, except as expressly set forth herein, a waiver of YMCA's right to exercise any remedy available to YMCA by virtue of such breach of default.

13.5 Attorneys' Fees. If either party incurs any expenses, including but not limited to reasonable attorneys' fees, consultant and expert witness fees, in connection with any action or proceeding instituted by any party by reason of any default or alleged default of a party hereunder, the party prevailing in such action or proceeding shall be entitled to recover its reasonable expenses from the other party hereof. For purposes of this provision, in any action or proceeding instituted pertaining to the Lease, a party shall be deemed the prevailing party if (a) judgment is entered substantially in favor of said party, or (b) before trial or judgment the other party shall pay all or any portion of the charges claimed by said party, or the other party shall eliminate the condition(s), cease the act(s) or otherwise cure the omissions(s) claimed by said party to constitute a default by the other party hereunder.

13.6 Preliminary Dispute Resolution. Notwithstanding anything herein to the contrary, if either party claims that the other party has breached any term of this Lease, or in the event of disputes or disagreements under this Lease, the following procedures shall be followed if and when informal communications, such as e-mails and telephone conversations, fail to satisfy the claiming party:

(A) 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 Lease that the complaining party alleges was violated.

(B) 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.

(C) 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.

(D) 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.

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

ARTICLE 14

CITY TO COMPLY WITH APPLICABLE LAWS AND AGREEMENTS

14.1 Compliance with Laws. City shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. City shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or

requirements now in force or which may hereafter be in force, and obtain all permits, licenses or other approvals required by governmental agencies or bodies. City shall further comply with the requirements of any board or fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises.

14.2 Compliance with Agreements. City shall comply with all insurance policies and applicable agreements to which City is a party or by which it is bound, now or hereafter in effect, and all agreements of which City has notice and which are now in effect and applicable to the Premises.

ARTICLE 15

ARBITRATION

15.1 If any controversy shall arise under this Lease which is not resolved by YMCA and City, then at the request of either of the parties hereto, the controversy shall be determined in King County, Washington by a disinterested arbitrator who shall be chosen jointly by YMCA and City. The arbitrator shall be a member of Judicial Disputes Resolution or JAMS in Seattle, Washington. The arbitrator shall as promptly as possible determine the matter or matters before him. The fees and expenses of the arbitrator shall be evenly divided between and paid by the parties. The party hereto requesting arbitration shall give notice in writing to the other party of such desire, naming a proposed arbitrator. In the event the other party shall fail, within a period of thirty (30) days after the giving of such notice, to approve the proposed arbitrator, or propose an alternate arbitrator, or in the event parties are unable to agree upon the arbitrator within such thirty (30) day period, or if the arbitrator shall die, resign or become incapable of action as an arbitrator, then any court of general equity jurisdiction in the State of Washington shall, on request of the party not in default, or upon the request of either party, appoint an arbitrator within fifteen (15) days after such request. The decision of the arbitrator in conformity with the foregoing direction shall be final and conclusive upon the parties hereto. The decision of the arbitrator shall be in writing, signed in duplicate by the arbitrator, and one copy shall be delivered to each of the parties hereto. Judgment upon such decision may be entered in and court of competent jurisdiction. Except as otherwise provided in this Section, the rules of Judicial Disputes Resolution or JAMS shall apply to any arbitration proceeding hereunder.

ARTICLE 16

WAIVER

16.1 The waiver by either party of any term, covenant or condition herein contained on the part of the other party to be performed shall not be deemed a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by YMCA shall not be deemed to be a waiver of any preceding breach by City of any term, covenant or condition of this Lease, other than the failure of City to pay the particular rent so accepted, regardless of YMCA's knowledge of such preceding breach at the time of acceptance of such rent.

ARTICLE 17

SIGNS

17.1 Signs. City may post or erect any signs on the Premises without the prior approval of YMCA. City agrees to post signs acknowledging YMCA's contribution to the Recreational Facilities at the request of YMCA.

ARTICLE 18

NOTICES

18.1 Addresses. All notices, requests, demands, instructions or other documents to be given hereunder to any party shall be in writing, shall be effective upon proof of receipt, and shall either be personally delivered to the party at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery) or delivered by overnight express mail service or delivered by mail, sent by registered or certified mail, return receipt requested, as follows:

If to YMCA:	President/CEO YMCA of Greater Seattle 900 Fourth Avenue Seattle, WA 90104
and to:	Regional Executive Coal Creek YMCA 13750 Newcastle Golf Club Road Newcastle, WA 98059
If to 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

ARTICLE 19

ASSIGNMENT AND SUBLEASING

19.1 Assignment. City shall not assign, sublease, mortgage, or encumber this Lease or delegate the duties of City under this Lease (each a "Tenant Transfer") without the prior written consent of YMCA, which consent shall not be unreasonably withheld. A consent to one Tenant Transfer shall not be deemed to be a consent by YMCA to any subsequent Tenant Transfer, by Tenant or by another person. This Lease shall not, nor shall any interest of City herein, be assignable by operation of law, without prior written consent of YMCA. No assignment or sublease of this Lease shall relieve City from liability hereunder.

ARTICLE 20

OPTION TO PURCHASE

20.1 Grant of Option. YMCA hereby grants City an option to acquire the Premises and all improvements at any time during the Term.

20.2 Purchase Price. The purchase price shall be a fair market value purchase price for the the Premises without valuing structures constructed by the City, determined by agreement or appraisal.

20.3 Option Terms. The terms of the purchase option are stated in Exhibit B ("Purchase Option Terms") attached hereto and incorporated herein by reference.

20.4 Termination of Option. If the purchase option granted herein is not timely and properly exercised as provided in Exhibit B, the purchase option shall terminate and be of no further force or effect.

20.5 Assignability. The purchase option granted herein is personal to City and may not be assigned to any other person or entity without YMCA's written consent which consent may be withheld in YMCA's sole discretion.

ARTICLE 21

MISCELLANEOUS

21.1 Merger. All understandings and agreements heretofore made or reached between the parties respecting the transactions contemplated by this Lease are merged in this Lease. This Lease fully and completely expresses the agreement of the parties. There are no representations, warranties or agreements except as specifically set forth in this Lease.

21.2 No Joint Venture or Agency. Nothing contained in this Lease nor any of the acts of the parties hereto shall be construed nor is it the intent of the parties, to create a joint venture or partnership between YMCA and City, nor is either party the agent or representative of the other, and nothing in this Lease shall be construed to create any such agency relationship or to hold either party liable to anyone for goods delivered or services performed at the request of the other party.

21.3 Net Lease. This lease is intended, and is hereby declared, to be a net lease, it being the intention of the parties hereto that YMCA shall not be required to provide any services or do any act in connection with the Premises, unless and except as specifically provided herein.

21.4 Amendments. No change in or addition to or waiver or termination of this Lease any part hereof, shall be valid unless made in writing and signed by or on behalf of the party charged therewith.

21.5 Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Washington.

21.6 Headings. The article, section and paragraph headings herein contained are for the purposes of identification and reference convenience only and shall not be considered in construing this Lease.

21.7 Successors and Assigns. Subject to the provisions hereof restricting the sublease or assignment by City, all the terms and provisions of this Lease shall be binding upon and to the benefit of and be enforceable by the parties and the successors and assigns of the parties.

21.8 Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original for all purposes.

21.9 Schedule of Exhibits. This Agreement includes the following exhibits attached hereto and incorporated herein by this reference.

Exhibit A	Premises – Legal Description
Exhibit B	Purchase Option Terms

IN WITNESS WHEREOF YMCA and City have executed this Lease as of the date set forth in the first paragraph of this Lease to evidence their agreement to the terms of this Lease.

YMCA:

CITY:

YMCA of Greater Seattle

City of Sammamish

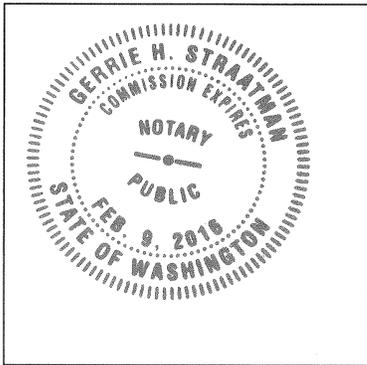
By 
Its President/CEO


By Ben Yazici
Its City Manager

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Robert B. Gilbertson Jr is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President/CEO of YMCA OF GREATER SEATTLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4-26, 2013



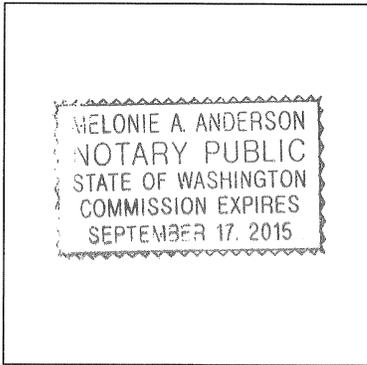
(Use this space for notarial stamp/seal)

Gerrie H. Straatman
Notary Public
Print Name GERRIE H. STRAATMAN
Residing at: Seattle, WA
My commission expires 2-9-2016

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Ben Yagici is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the City Manager of CITY OF SAMMAMISH, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 29, 2013



(Use this space for notarial stamp/seal)

Melonie A. Anderson
Notary Public
Print Name Melonie A. Anderson
Residing at: Sammamish, WA
My commission expires 9/17/2015

EXHIBIT A

Premises - Legal Description

PARCEL "B" ADJUSTED DESCRIPTION OF THE CITY OF SAMMAMISH BOUNDARY LINE
ADJUSTMENT FOR PINE LAKE MIDDLE SCHOOL, AS RECORDED UNDER RECORDING NO.
20040315900005, RECORDS OF KING COUNTY; BEING A PORTION OF LOTS 1 AND 2 OF CITY OF
SAMMAMISH SHORT PLAT NO. SHP-002005, AS RECORDED UNDER RECORDING NO.
20030912900003, AS MODIFIED BY AFFIDAVIT OF CORRECTION OF SURVEY RECORDED UNDER
RECORDING NO. 20040121001886, RECORDS OF KING COUNTY; SITUATE IN THE CITY OF
SAMMAMISH, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B

Purchase Option Terms

EXHIBIT BPURCHASE OPTION TERMS

1. Parties Intent. City wishes to obtain an option to purchase the Premises, together with all improvements thereon and appurtenances thereto. YMCA is willing to grant City the option and, upon exercise of the option, to sell the Premises to City, on all on the terms and conditions set forth below. Capitalized terms used herein, if not otherwise defined, will have the meanings assigned to them in the parties Recreational Property Ground Lease dated April 29, 2013 (the "**Ground Lease**"), of which these terms are a part.

2. Option to Acquire Premises.

2.1 Grant of Option. YMCA hereby grants to City the exclusive right and option (the "**Option**") to purchase the Premises, on and subject to the terms and conditions set forth in this Agreement.

2.2 Option Exercise.

(a) City may exercise the Option during the Option Period (hereinafter defined) by delivering to YMCA written notice of exercise (the "**Exercise Notice**") in the manner specified in Section 6 below. and by depositing with the _____ office of First American Title Insurance Company, 818 Stewart St, Suite 800, Seattle, WA 98101, Attn: Karl Norambuena (the "**Title Company**") on the date the Exercise Notice is given the sum of Twenty-Five Thousand Dollars (\$25,000.00) in cash (the "**Earnest Money Deposit**"), provided that once the Purchase Price has been established, the Earnest Money Deposit amount shall be changed to Three Percent (3%) of the Purchase Price. Upon delivery of the Exercise Notice and the Earnest Money Deposit, YMCA shall be bound to sell, and City shall be bound to purchase, the Premises on the terms and conditions hereinafter set forth.

(b) The Earnest Money Deposit shall be held in an interest-bearing account and, except as otherwise provided herein, interest accruing thereon shall be held for the account of City. In the event the sale of the Premises is consummated as contemplated by this Agreement, the Earnest Money Deposit plus interest accrued thereon shall be credited against the Purchase Price. In the event the sale of the Premises is not consummated on the day of closing because of a default under this Agreement solely on the part of YMCA, the Title Company shall immediately return the Earnest Money Deposit plus interest accrued thereon to City. If said sale is not consummated on the day of closing because of a default under this Agreement solely by City or for any reason other than a default under this Agreement by YMCA, the Title Company shall immediately pay the Earnest Money Deposit plus interest accrued thereon to YMCA as YMCA's sole and exclusive remedy for the City's failure to close.

(c) The Option Period shall begin on the earlier of: (a) that date which is the first day of the Term (the "**Option Period Commencement Date**") and shall end at 12 o'clock midnight Pacific Standard Time on that date which is one hundred eighty (180) days prior the earlier of (a) the expiration of the Term or (b) the earlier termination of the Term (the "**Option Period Termination Date**"). The "Option Period" means the period between the Option Period Commencement Date and the Option Period Termination Date.

2.3 No Obligation to Exercise. The purpose of the Option is solely to preserve the availability of the Premises to City through the end of the Option Period and there is no obligation on the part of City to exercise the Option. If City fails to deliver the Exercise Notice and Earnest Money Deposit prior to the expiration of the Option Period, the Option shall terminate, City shall have no further right to purchase the Premises, and neither party shall have any further obligation to the other under these

Purchase Option Terms, except with respect to any provisions hereof which expressly survive termination of this Agreement.

2.4 Access to Premises During Option Period. Prior to and throughout the Option Period, City and its representatives shall have access to the Premises for the purpose of performing any and all inspections, investigations and appraisals which City deems necessary or desirable to enable it to decide whether or not it wishes to exercise the Option. City hereby agrees to pay for all inspections or testing work it orders done on the Premises and to obtain full and irrevocable lien releases from all contractors for any such work and to deliver the same to YMCA prior to performance of such inspections and work and, from time to time, at YMCA's request, to obtain further releases and deliver the same to YMCA. City further agrees to defend, indemnify and hold harmless YMCA from all liability and expenses (including attorneys' fees) in connection with any and all claims, suits and actions of every name, kind and description brought against YMCA, its agents or employees by any person or entity as a result of or on account of actual or alleged injuries or damages to persons, entities and/or Premises received or sustained, in any way arising out of, in connection with, or as a result of the acts or omissions of City, its agents, contractors or employees, in exercising any of the rights granted to City in this Section 2.4. The provisions of this Section 2.4 shall survive closing under or termination of this Agreement.

3. Purchase Price.

3.1 Determination of Purchase Price. If City exercises the Option, then YMCA shall sell and City shall purchase the Premises for the fair market value of the Premises fee estate, determined at its highest and best use with then-existing site improvements, but without structural improvements and without encumbrances that came into existence after the Effective Date (the "**Fair Market Value**"). If the parties cannot agree to the Fair Market Value within Fifteen (15) days after delivery of the Exercise Notice, the Fair Market Value shall be determined by appraisal in accordance with Section 3.2 below. The Fair Market value shall be the purchase price for the Premises (the "**Purchase Price**"). Except as hereafter provided, the Purchase Price shall be paid by City to YMCA at closing in cash or by wire transfer of immediately available funds, less the Earnest Money Deposit and interest accrued thereon (if any).

3.2 Appraisal Process. If Landlord and Tenant fail to agree upon the Fair Market Value within time period stated in Section 3.1, either party, by written notice (the "**Appraisal Notice**") to the other within ten (10) days after the expiration of such period, shall have the right to have the Fair Market Value determined by a binding appraisal in accordance with the procedures set forth below.

(a) YMCA and City shall each select an appraiser with at least ten (10) years' experience in the King County market. If the two appraisers are unable to agree within ten (10) days after their selection, they shall select a similarly qualified third appraiser (the "**Neutral Appraiser**"). Within twenty (20) days after selection of the Neutral Appraiser, the three appraisers shall simultaneously exchange determinations of Fair Market Value. If the lowest appraisal is more than ninety percent (90%) of the highest appraisal, then the three appraisals shall be averaged and the result shall be the Fair Market Value. If the lowest appraisal is less than ninety percent (90%) of the highest appraisal, then the Fair Market Value shall be deemed the average of the value set forth in (1) the appraisal that is closest in dollar amount to the appraisal submitted by the Neutral Appraiser, and (2) the appraisal submitted by the Neutral Appraiser. The Neutral Appraiser shall inform the parties in writing of the Fair Market Value within five (5) days after the three appraisers simultaneously exchange their respective determinations of the Fair Market Value. Each party shall bear the cost of its own appraiser and the parties shall split the cost of the Neutral Appraiser.

4. Conveyance and Title. City may cause the Title Company to deliver to City an A.L.T.A Commitment for title insurance (the "**Commitment**"). If this transaction is closed, YMCA shall deliver to City a bargain and sale deed to the Premises, subject to those covenants, conditions, restrictions, defects, liens, and encumbrances of record (the "**Permitted Exceptions**"). At closing, City shall obtain, at its cost and expense, a standard owner's policy of title insurance issued by the Title Company pursuant to the Commitment. If City desires to obtain an extended policy of title insurance, any additional premium therefor shall be paid by City.

5. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be given in accordance with the Ground Lease notice requirements.

6. Risk of Loss. Risk of loss of or damage to the Premises shall be borne by City prior to and after the date of closing. Thereafter, City shall bear the risk of loss.

7. Possession. City is entitled to possession of the Premises under the Ground Lease until the expiration of the Term or the sooner termination of the Lease. City shall be entitled to continue possession of the Premises as a holdover tenant after the Term on a month-to-month basis under the Ground Lease if City has exercised the Option and the parties are moving diligently to closing.

8. Closing and Closing Agent. Within five (5) days of delivery of the Exercise Notice and Earnest Money Deposit by City, the parties will establish an escrow with Title Company ("**Closing Agent**"). The sale shall be closed in escrow (the "**Closing**") in the offices of the Closing Agent on such date as the parties may agree (the "**Closing Date**"). It is the parties intention that the Closing Date be on or before the last day of the Term. City and YMCA shall, on demand, deposit in escrow with Closing Agent, all instruments and monies necessary to complete the sale in accordance with the terms stated herein.

8.1 Allocation of Income and Expenses. The following items shall be paid by City at Closing, as of the Closing Date:

- (a) Real and personal Premises taxes relating to the Premises;
- (b) All unpaid assessments, if any, existing as of the Closing Date, whether due and payable before or after such date, shall be assumed and thereafter paid by City;
- (c) All other income and operating expenses for or pertaining to the Premises including but not limited to public utility charges.

8.2 YMCA's Deliveries at Closing. At Closing, YMCA will deliver or cause to be delivered to City the following items, which will be duly executed and acknowledged where required:

- (a) A bargain and sale deed conveying all of YMCA's right, title and interest in and to all of the Premises, subject to those matters which are provided for in Section 4 hereof (the "**Deed**").
- (b) Such additional documents as might be reasonably required by City or Escrow Agent to consummate the sale of the Premises to City.

8.3 City's Deliveries at Closing. At Closing, City will deliver or cause to be delivered to YMCA the following items:

- (a) The cash payments required by Section 3,
- (b) Such additional documents as might be reasonably required by YMCA or Escrow Agent to consummate the purchase of the Premises by the City.

9. Closing Costs. City shall pay the following closing costs: the cost of recording the Deed to the Premises; one-half of the Closing Agent's escrow fees; the cost of any extended title insurance coverage, and the costs related to City's financing (if any). The YMCA shall pay the following closing

costs: one-half of the Closing Agents escrow fees; the cost of any standard title insurance coverage; recording fees for the deed; any real estate excise tax associated with the transfer. Any costs not allocated herein shall be paid in accordance with prevailing commercial practice for escrows in King County, Washington.

10. Conditions.

10.1 YMCA shall not be obligated to close this transaction unless and until (i) City shall have delivered or caused to be delivered to the Closing Agent the Purchase Price due to YMCA for delivery upon satisfaction of YMCA's closing obligations; (ii) City shall have delivered to YMCA all instruments required to be delivered by City pursuant to the terms of this Agreement; and (iii) there has been no material uncured breach by City of any of the agreements, representations, warranties or covenants contained in this Agreement or under the Ground Lease.

10.2 City shall not be obligated to close the transaction unless and until: (i) YMCA shall have delivered to the Closing Agent or to City all instruments required to be delivered by YMCA pursuant to the terms of this Agreement; (ii) there shall have been no material uncured breach of YMCA of any of the agreements, representations, warranties or covenants contained in this Agreement.

11. Default. Time is of the essence of this Agreement.

11.1 After delivery of the Exercise Notice and Earnest Money Deposit, City shall be deemed to be in default hereunder in the event City fails, for a reason other than YMCA's default hereunder, to meet, comply with, or perform any covenant, agreement or obligation on its part required within the time limits and in the manner required by the terms herein, or there shall have occurred a breach of any representation or warranty made by City. In the event either City is in default hereunder, and YMCA does not waive such default, YMCA may pursue any remedy available at law or in equity and, in addition thereto, may pursue any one or more of the following: enforce specific performance of this Agreement; terminate this Agreement by written notice delivered to City; retain the Earnest Money Deposit; or bring suit for damages.

11.2 After delivery of the Exercise Notice and Earnest Money Deposit, YMCA shall be deemed to be in default hereunder in the event YMCA fails, for a reason other than City's default hereunder, to meet, comply with, or perform any covenant, agreement or obligation on its part required within the time limits and in the manner required by the terms herein, or there shall have occurred a breach of any representation or warranty made by YMCA. In the event YMCA is in default hereunder, and City does not waive such default, City may pursue any remedy available at law or in equity and, in addition thereto, may pursue any one or more of the following: enforce specific performance of this Agreement; terminate this Agreement by written notice delivered to YMCA or bring suit for damages.

12. Attorneys' Fees. The attorney's fees provision in the Ground Lease shall apply to disputes regarding the Option.

13. Oral Agreements and Representations. There are no verbal or other agreements, including but not limited to any representations or warranties, which modify or affect terms of the Option, other than the provisions of the Ground lease of which these terms are a part. YMCA shall not be bound by, nor be liable for, any statements or other representations relating to the Premises made by any person, partnership, corporation or other entity which is not contained in this Agreement. City acknowledges to YMCA that in entering into this Agreement, City is not relying on any representations or warranties except those set forth in this Agreement.

14. Brokerage Commissions. Each party represents and warrants to the other that such party has incurred no liability to any real estate broker or agent with respect to the payment of any commission. If any claims for commissions or fees, including without limitation brokerage fees, finder's fees or commissions are ever made against either party in connection with this transaction, all such

claims shall be defended and, if sustained, paid by the party whose actions, commitments or alleged commitments form the basis of such claim; and such party shall indemnify and hold harmless the other from and against any and all such claims or demands with respect to any brokerage fees, finder's fees, or agents' commissions or other compensation claims asserted by any other person or entity in connection with this Agreement or the transaction contemplated hereby.

15. Nonmerger. The terms and provisions of this Agreement shall not merge in, but shall survive, the closing of the transaction contemplated hereunder.

16. Negotiation and Construction. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between the parties, and the language herein shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

17. Binding Effect. This terms herein and in the Ground Lease shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

18. Modification. This Agreement may not be altered, amended, changed, waived, terminated or modified, except as otherwise provided herein, unless the same shall be in writing and signed by all of the parties hereto.

19. Waiver. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

20. Recordation. Neither this Agreement nor any memorandum thereof shall be recorded by either party.

* * *

EXHIBIT D**Sammamish Community and Aquatic Center Minimum Specifications**

The Center will have the following program spaces, square footage and minimum specifications. “Approximately or approximate” refers to reductions of 10% or less.

- Approximately 1200 square foot Youth Development/Family/Teen Center. Location to be determined in design, advantages to locating outside the controlled membership area.
- Two community meeting spaces 400 - 800 square feet each. Location to be determined in design, advantages to locating outside the membership controlled area.
- A membership desk that serves as the control access for the membership areas of the center. It represents a single entry point and control access in Center to membership areas.
- All doors will be alarmed, and emergency call buttons in all major program areas
- Four Multi-purpose rooms (Studios). All with sound systems and I-pod docking stations, YMCA to provide associated equipment. Air turnover rates to comply with standards for exercise space.
 - Two for higher impact fitness classes ranging in approximate size from 1,200–2,200 square feet, each will have a wooden spring sports floor.
 - One approximately 1200 square foot Pilates/Yoga work out studio, flooring to be durable and cleanable excluding carpet will be determined in design.
 - One 600 square foot studio for spin classes, with rubberized floor or alternate low maintenance, easy to clean, excluding carpet.
- The gymnasium space will be approximately 7,000 square feet with wooden sports floors and interior heights consistent with gyms. The gym space is to be configured for Youth or adult basketball and volleyball, with sound system and I-pod docking. The Y will provide associated sound equipment.
- A minimum of six family locker rooms, approximately 100 square feet with showers and toilets. There will be direct access to the pool and handicapped accessibility. Finishes will include non-skid, durable flooring and non-corrosive finishes. The family locker area will include 50 lockers.
- Men’s and Women’s locker rooms approximately 1750 square feet each with shower stalls, dressing areas and 150 lockers, finishes in wet areas to include non-skid flooring and non-corrosive, durable finishes.
- Approximately 8000 square feet health and wellness space for strength and cardiovascular training equipment, space must have adequate electrical and media wiring for the cardiovascular equipment including floor boxes in cardiovascular area. Flooring must be durable, cleanable like rubberized rolled flooring, excludes carpet. HVAC air turnover rates to comply with exercise space.
- The Aquatic Center will include:
 - A six lane 25 yard pool, (45 feet by 75 feet) designed for lap swimming
 - An approximately 30 foot by 75 foot recreational pool with fountains and a slide
 - A whirlpool that is approximately 10 feet by 10 feet
 - All pools in Aquatic center will have UV sanitation

- Pool decks will use non-skid deck finish
- The aquatic center will have finishes that are non-corrosive such as glass, ceramic tile, wood, concrete, high grade stainless steel and aluminum. The structural beams (for the roof) will be wooden laminate.
- Air changes in the natatorium – 6 volumetric air changes per hour with UV on all pools, 8 volumetric air changes per hour without UV. Water turnover rates to meet or exceed State Health Department standards
- There will be a 500 to 1000 square foot staff break room with limited kitchen, with a separate ventilation system.
- There will be approximately 3500 square feet dedicated to child watch for infants and preschool age children when their parents are in the center.
 - It will consist of two rooms, one for the younger children and one for the older children in a more active room with play structure.
 - There will be child size bathrooms in each of the rooms
 - Outdoor space adjacent to the Child watch for play space is advantageous.
- There will be two lobby areas preferably with views to program areas. These serve as social gathering spaces for families with fireplaces and approximately 800 square feet each
- Two sets of men's and women's bathrooms in addition to the locker rooms best when one set is located near the community meeting rooms or office space, the other near the workout space.
- Approximately 1800 square feet of office and administration space with at least three private offices
- Interior of the building will have durable, cleanable floors in hallways finishes other than carpet. Walls in traffic and program areas will be durable, hard surface, with easily cleanable surfaces least 8 feet up the wall from the floor.
- The YMCA will attempt to have the Center LEED certified silver. Youth Center Capital grants from the State of Washington require this level of certification. Design decisions regarding energy systems and finished will be made on a "makes economic sense" basis examining durability, energy efficiency, initial costs and operating costs.
- Laundry room built to accommodate a commercial washer (min 50 lbs.), and dryer (min 75 lbs.). YMCA to provide the equipment.
- Storage areas off of gym for gym equipment, near multi-purpose rooms for class equipment and near meeting rooms for tables and chairs.
- Specifications and brands for pool equipment, sanitation, filtration, HVAC units, pumps, filters and boilers will be mutually agreed upon during design.

In the unlikely event that minimum specifications are not used or negotiated to mutually agreed upon status, this contract can be terminated for cause.

Agenda Bill
 City Council Regular Meeting
 April 17, 2018



SUBJECT:	Preliminary Concurrency Intersection Analysis Results - 2019-2024 TIP		
DATE SUBMITTED:	April 11, 2018		
DEPARTMENT:	Public Works		
NEEDED FROM COUNCIL:	<input type="checkbox"/> Action <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Informational		
RECOMMENDATION:	Review the preliminary concurrency intersection analysis results for the 2019-2024 TIP		
EXHIBITS:	1. Exhibit 1 - Presentation 20180417 CC Preliminary 2019-2024 Intersection TIP		
BUDGET:			
Total dollar amount		<input type="checkbox"/>	Approved in budget
Fund(s)		<input type="checkbox"/>	Budget reallocation required
		<input checked="" type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:			
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/>		Community Safety
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/>		Community Livability
<input type="checkbox"/> High Performing Government	<input type="checkbox"/>		Culture & Recreation
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/>		Financial Sustainability

ISSUE BEFORE COUNCIL:

Preliminary Concurrency Intersection Analysis Results - 2019-2024 TIP

KEY FACTS AND INFORMATION SUMMARY:

On March 6, 2018 the City Council identified the preferred approach for the new transportation concurrency policy and LOS approach as an intersection-wide, volume weighted average delay approach with an LOS of D for principal arterials, with allowance for LOS E where LOS D cannot be achieved ([R2018-782](#)). Council subsequently directed staff to allow LOS C for intersections on minor arterials or collector roads. The revised resolution is on tonight's Consent Calendar.

Staff presented an initial preview of the intersections which currently fail the proposed concurrency policy and LOS standards at the council's March 6, 2018 meeting. We are returning with the following

intersections that are projected to fail over the next six years ("2019-2024 pipeline") with potential solutions and high level planning cost estimates. The intersection improvements are proposed to be included in the 2019-2024 Transportation Improvement Plan (TIP), scheduled to be presented to the City Council in June.

- SE 32nd Way/244th Ave SE
- 228th Ave SE/SE 40th St
- Sahalee jWay NE/NE 36th St
- 242nd Ave NE/NE 8th St
- E Lk Sammamish Pkwy/SE 24th Wy
- 256th Ave SE/E Beaver Lake Dr SE & Issaquah Beaver Lake Rd
- Issaquah Pine Lake Rd/230th Ln SE/231st Ln SE
- NE 28th Pl/223rd Ave NE & Sahalee Way NE

Note that the Klahanie Dr SE & SE Issaquah Fall City Rd, and 247th Pl SE & SE Issaquah Fall City Rd are not on the pipeline list because the Issaquah Fall City Road Improvement Project will address those intersections by 2024. The E Lk Sammamish Pkwy & SE 24th Wy intersection is not on the list of currently failing intersections because it is not failing now, but is projected to fail by the year 2024.

The presentation will include a discussion of each intersection, staff's recommended project solution, and high level planning construction cost estimates. It is important to emphasize that these cost estimates do not yet include design, right of way acquisition, sidewalks or curb ramps, bike lanes, drainage, street lighting, environmental mitigation, or significant slope stabilization. These additional project components will need to be further scoped and that work is in progress. During the council presentation, staff will identify which projects provide opportunities to add such components. There are, for example, intersections where we may want to consider installing a sidewalk to close a gap or improve safety in addition to performing the intersection improvement work.

Council input is requested on the proposed projects, but no decision is needed at this time.

FINANCIAL IMPACT:

None.

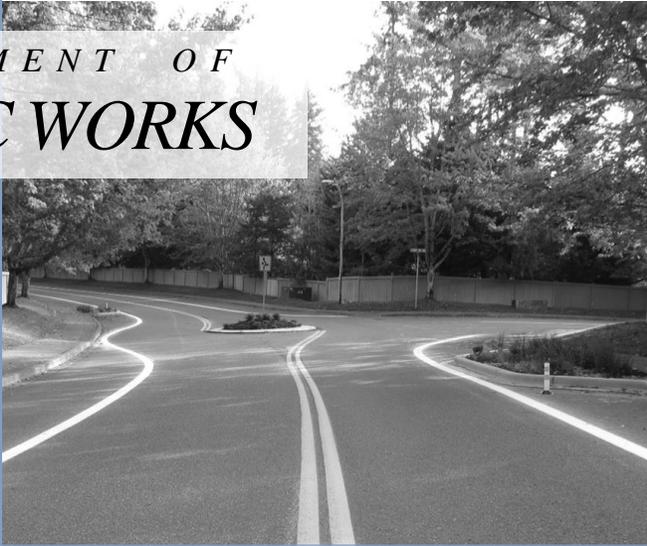
OTHER ALTERNATIVES CONSIDERED:

There are no other alternatives to proposing solutions to the failing intersections. By doing so, the City will be in violation of the Growth Management Act.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Comprehensive Plan Transportation Element](#)

DEPARTMENT OF
PUBLIC WORKS



Preliminary 2019-2024 Intersection TIP

**City Council Meeting
April 17, 2018**



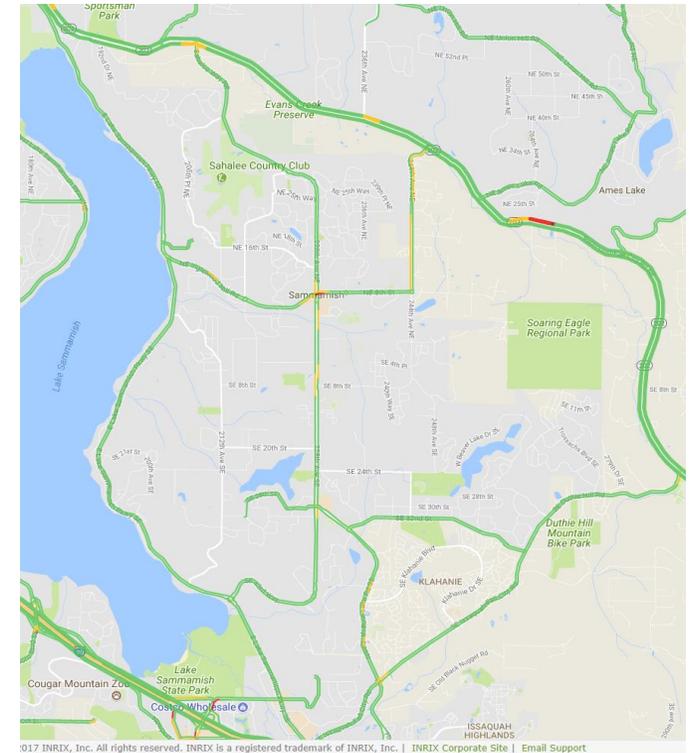
Agenda

- Council Direction
- Concurrency and LOS Refresher
- Preliminary 2019-2024 Intersection Improvement Projects
- Next Steps



Council Direction

- Leverage **innovative data sources**
- Concurrency policy based on **intersection-only LOS**
 - Average of all approaches for all intersections except those w/side street stop-controls
 - LOS C: minor arterials, collectors
 - LOS D: principal arterials
 - LOS E: principal arterial intersections w/>3 approach lanes
- **TMP** addresses **walking, biking, and transit LOS**
- Ensure **impact fees remain high** to help fund eligible projects
- **Use worst of AM/PM peak hour** in traffic models



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Refresher | What is Concurrency?

- GMA requires that transportation improvements or strategies to accommodate development impacts be made **concurrently** with land development
- **“Concurrently with development”** = improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years of development impact
- Adopted Level of Service (LOS) is the baseline for City’s concurrency program

NOTE: The impact of new development occurs at the time of occupancy, not when the development receives its concurrency certificate



Refresher | What is the City's LOS?

- **LOS C** for intersections that include **Minor Arterial** or **Collector** roadways.
- **LOS D** for intersections on **Principal Arterials**, except where LOS D cannot be obtained with three approach lanes per direction. **In these cases, LOS E is assigned.**

Table 1 Intersection LOS Criteria (Average delay in seconds per vehicle)		
Level of Service	Signalized Intersections and Roundabouts	Two-way* and All-Way Stop-Controlled Intersections
A	< 10	< 10
B	> 10 to 20	> 10 to 15
C	> 20 to 35	> 15 to 25
D	> 35 to 55	> 25 to 35
E	> 55 to 80	> 35 to 50
F	> 80	> 50

* Two-way stop controlled intersections measure delay based on worst approach.

Types of Intersection Controls

Intersection Control	Pros	Cons	Cost
Two-way stop	<ul style="list-style-type: none"> • No delay to major street • Inexpensive to implement • Space efficient 	<ul style="list-style-type: none"> • Can result in major delays to side street 	\$
All-way stop	<ul style="list-style-type: none"> • Balances delays among all approaches • Inexpensive to implement • Space efficient 	<ul style="list-style-type: none"> • Places delays on all approaches 	\$
Signal	<ul style="list-style-type: none"> • Can efficiently handle traffic volumes from multiple approaches • Space efficient • Supports ITS • Safer for non motorized traffic when pedestrian signals are installed 	<ul style="list-style-type: none"> • Ongoing maintenance costs and system upgrades • Subject to power outages • Results in delays to major streets 	\$\$
Roundabout	<ul style="list-style-type: none"> • Can efficiently handle traffic volumes from multiple approaches • Minimal ongoing maintenance costs • Opportunities for landscaping 	<ul style="list-style-type: none"> • Requires significant right of way • Some drivers still unfamiliar with how to navigate 	\$\$\$\$

Preliminary 2019-2024 Intersection Improvement Projects

2016 & 2024 Concurrency Intersection Failures

Comp Plan Intersection	No.	Intersection	LOS Standard	2016 Failure	2024 Failure
	3	Klahanie Dr SE & SE Issaquah Fall City Rd *	D	X	X
	5	SE 32nd St & 244th Ave SE	C	X	X
	7	228th Ave SE & SE 40th St	D	X	X
	9	247th Pl SE & SE Issaquah Fall City Rd (Pacific Cascade Middle School) *	D	X	X
	10	Sahalee Way NE & NE 36th St	D	X	X
	11	242nd Ave NE & NE 8th St	C	X	X
X	21	E Lk Sammamish Pkwy & SE 24th Way	C		X
	32	256th Ave SE/E Beaver Lake Dr SE & Issaquah Beaver Lake Rd	C	X	X
	36	Issaquah-Pine Lk Rd & 230th Lane SE/231st Lane SE	D	X	X
	37	NE 28th Pl/223rd Ave NE & Sahalee Way NE	D	X	X
* Issaquah Fall City Road Improvement Project will construct					

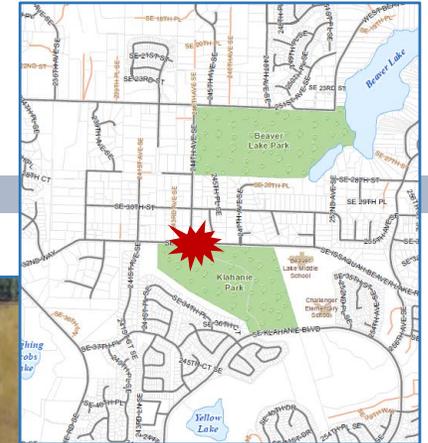
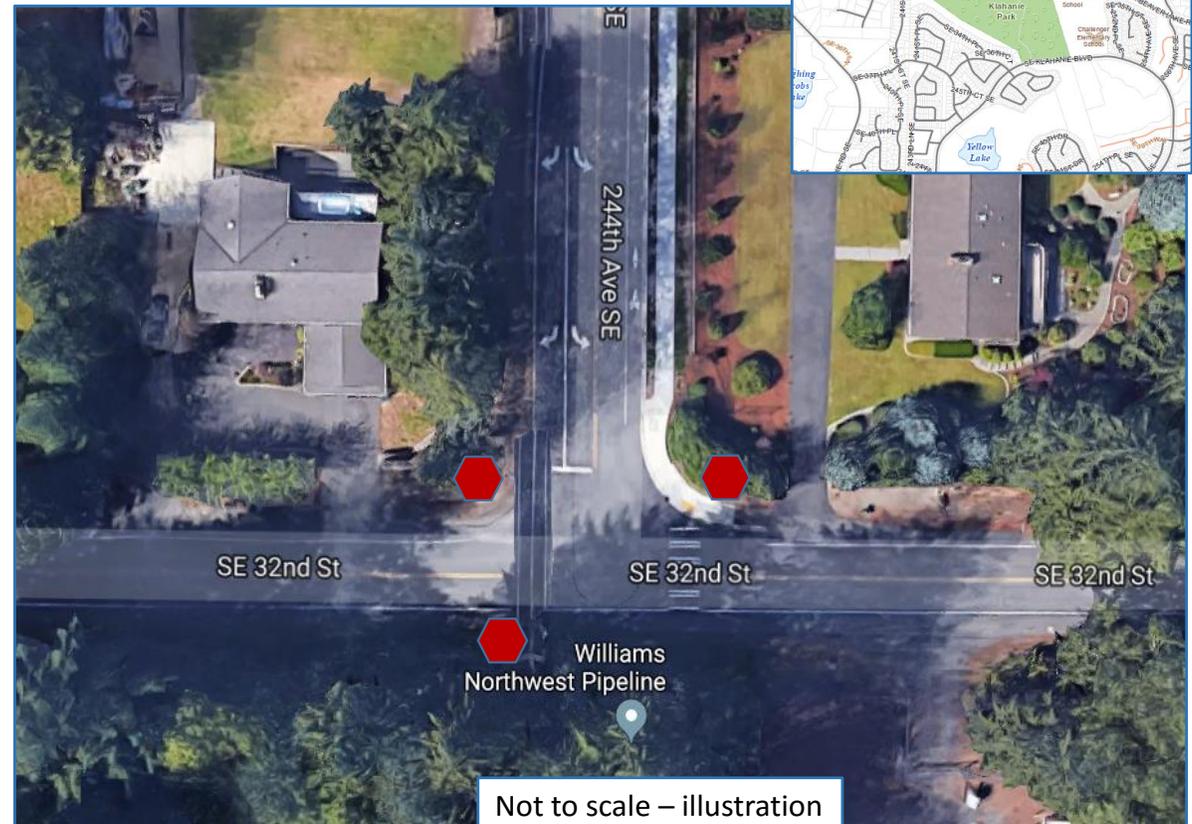
Preliminary Cost Estimates - Key Assumptions

High level planning construction cost estimates do not include:

- Design
- ROW acquisition
- Sidewalks
- Bike lanes
- Drainage
- Lighting
- Environmental mitigation
- Significant slope stabilization (e.g. retaining walls, cutting back of a slope)

#5: SE 32nd St & 244th Ave SE

- Staff recommendation:
 - Install all way stop control
 - Reduces PM peak hour delay from **LOS F** to **LOS C**
 - Planning-level construction cost estimate: \$50,000
- Other options considered:
 - Signal
 - Roundabout



Not to scale – illustration purposes only

#7: 228th Ave SE & SE 40th St

- Staff recommendation:
 - Create center turn lane on 228th by restriping
 - Modify median island on SE 40th to improve safety
 - Reduces AM/PM peak hour delay from **LOS F** to **LOS C** on SE 40th St
 - Planning-level construction cost estimate: \$250,000
- Other options considered:
 - Signal
 - Roundabout



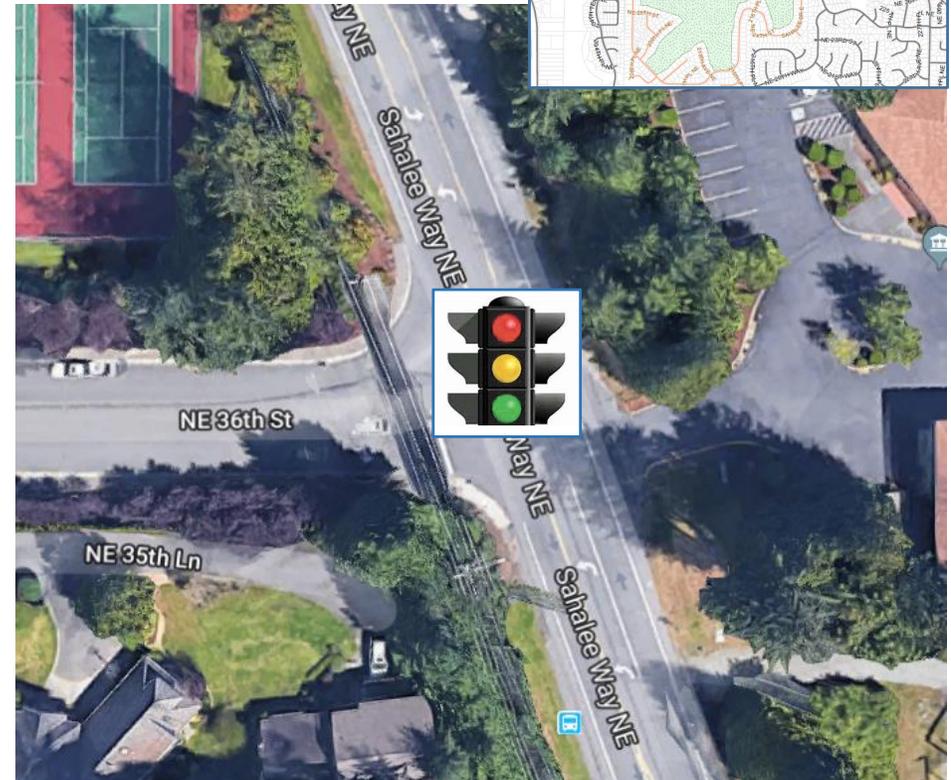
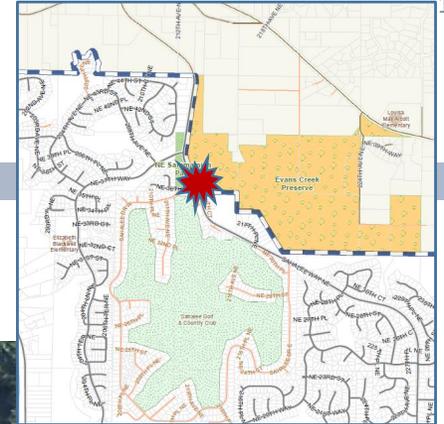
#7: 228th Ave SE & SE 40th St



Not to scale – illustration purposes only

#10: Sahalee Way NE & NE 36th St

- Staff recommendation:
 - Install signal
 - Part of Sahalee Way Improvement Project
 - Reduces peak hour delay from **LOS F (AM/PM)** to **LOS B (AM) & LOS A (PM)**
 - Planning-level construction cost estimate: \$1.5M
- Other options considered:
 - None



#11: 242nd Ave NE & NE 8th St

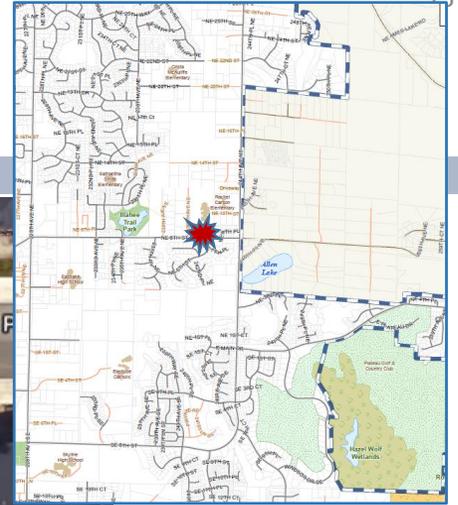
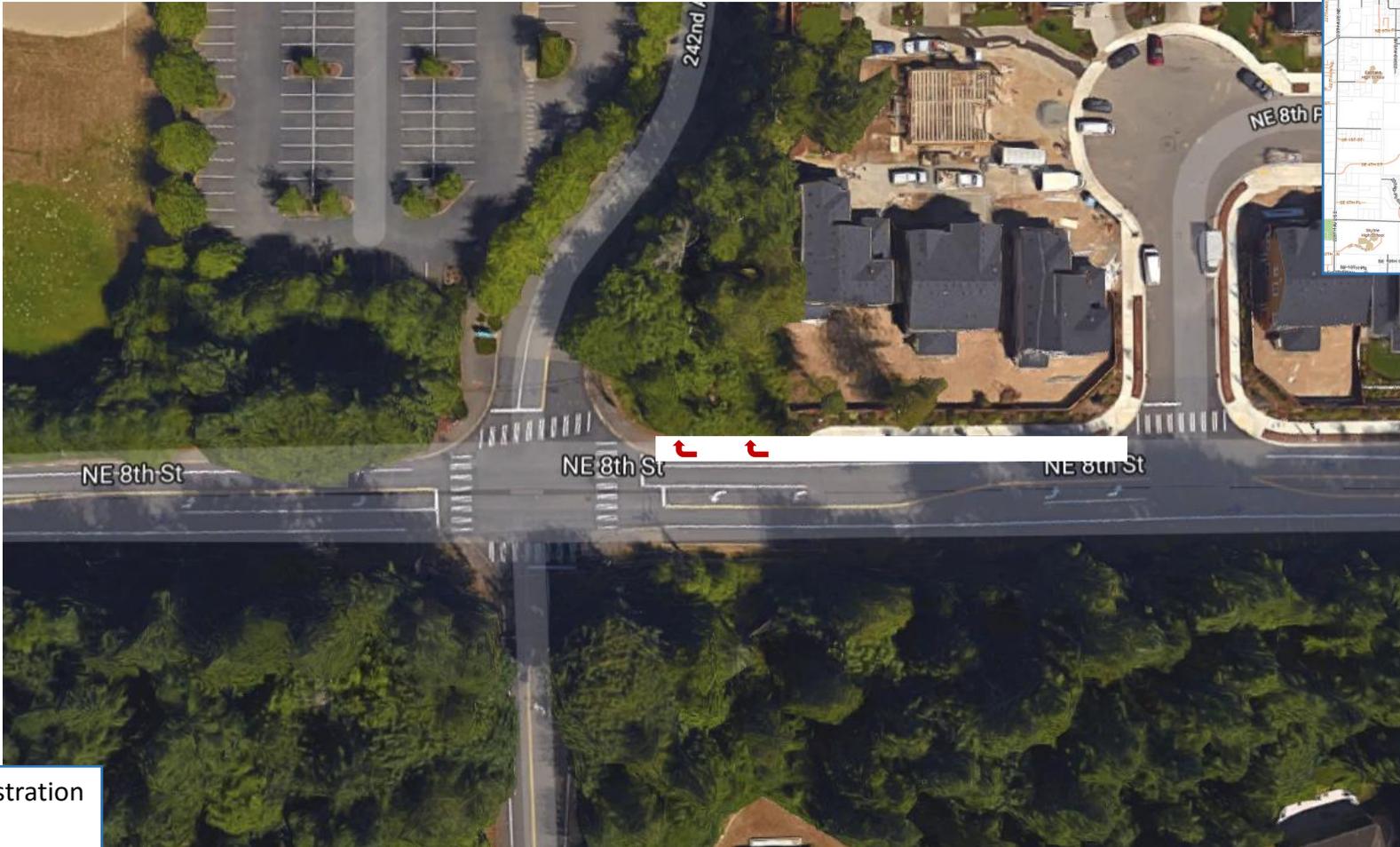
- Staff recommendation:
 - Widen NE 8th to add WB right turn pocket
 - Reduces peak hour delay from **LOS D (AM)** to **LOS C (AM) & LOS B (PM)**
 - Continue to make signal operational adjustments
 - Planning-level construction cost estimate: \$500,000
- Other options considered:
 - None

NOTES:

This intersection is 1.1 seconds above the LOS D threshold.

Inglewood & East Lake are scheduled to change start times in 2019 which could improve the intersection's performance. Recommend improvement be programmed for latter half of 2019-2024 TIP

#11: 242nd Ave NE & NE 8th St



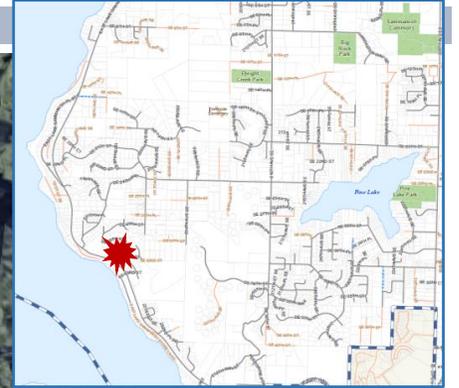
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#21: E Lk Sammamish Pkwy & SE 24th Way

- Staff recommendation:
 - Add turn pocket and acceleration lane on ELSP, separate turn lanes on SE 24th
 - Reduces PM peak hour delay from **LOS D** to **LOS B**
 - Planning-level construction cost estimate: \$1.5M
 - Note: this is on the 2018-2023 TIP as a signalized intersection but is unfunded. Signal does not meet required signalization criteria.
- Other options considered:
 - All way stop control
 - Signal
 - Roundabout



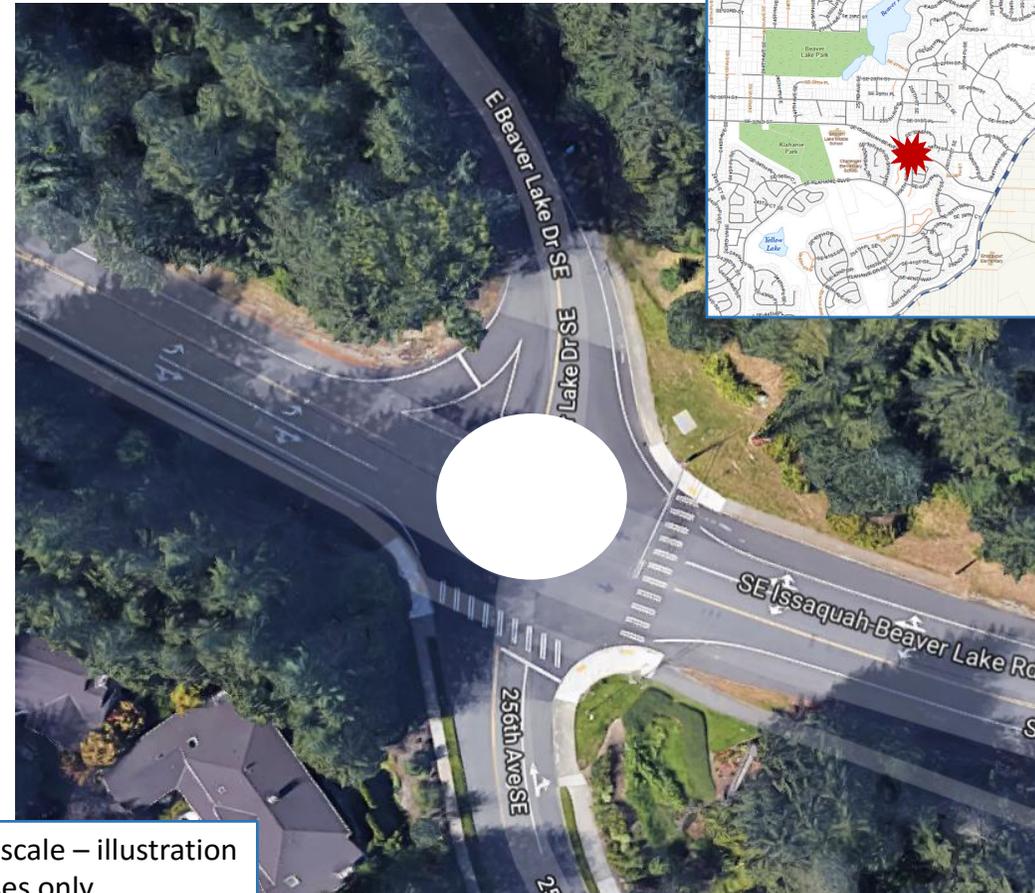
#21: E Lk Sammamish Pkwy & SE 24th Way



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#32: 256th Ave SE/E Beaver Lake Dr SE & IBLR

- Staff recommendation:
 - Install roundabout
 - Reduces peak hour delay from **LOS F (AM) & D (PM)** to **LOS A**
 - Planning-level construction cost estimate: \$1.5M
- Other options considered:
 - Signal



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#36: IPLR & 230th Lane SE/231st Lane SE

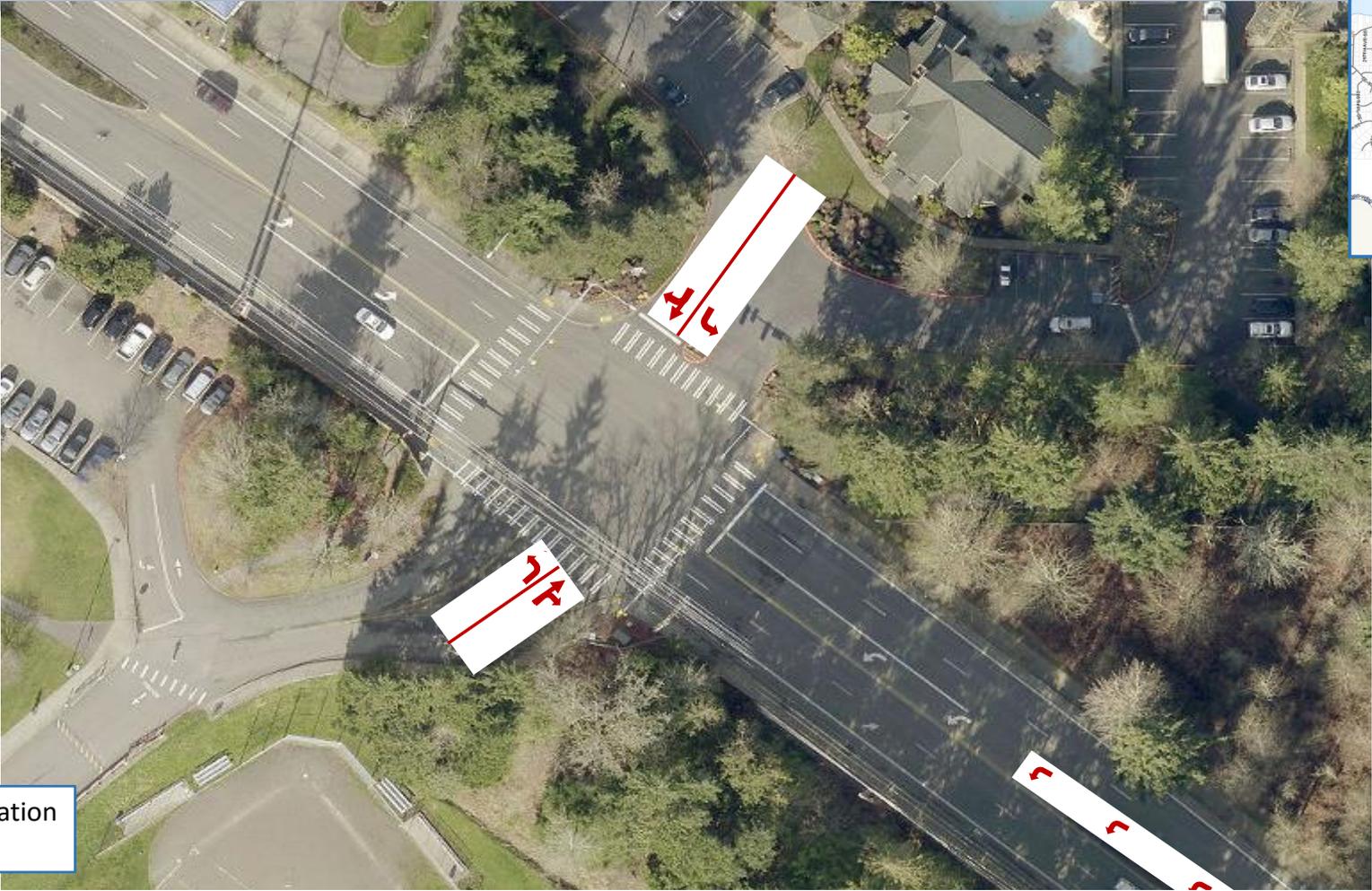
- Staff recommendation:
 - Rechannelize/restripe 230th Ln & 231st Ln
 - Extend WB left turn pocket on IPLR
 - Reduces AM peak hour delay from **LOS F** to **LOS B**
 - Planning-level cost estimate: \$500,000
- Other options considered:
 - None

Notes:

The school is being reconstructed and may reconfigure its access, which could improve the intersection's performance.

Recommend improvement be programmed in latter half of the 2019-2024 TIP in case it becomes unnecessary.

#36: IPLR & 230th Lane SE/231st Lane SE

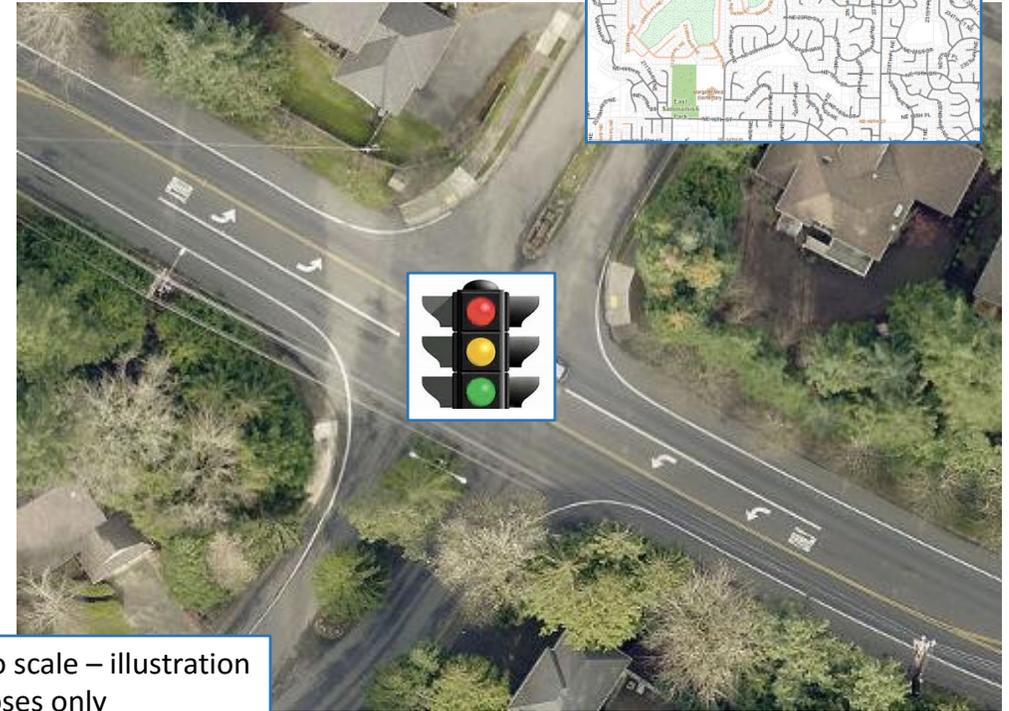
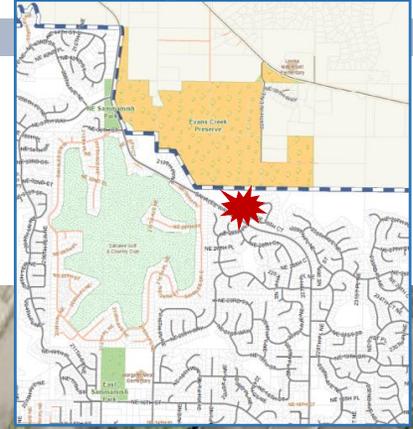


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#37: NE 28th Pl/223rd Ave NE & Sahalee Way NE

- Staff recommendation:
 - Install signal
 - Part of Sahalee Way Improvement Project
 - Reduces peak hour delay from **LOS F** to **LOS B (AM) & LOS A (PM)**
 - Planning-level construction cost estimate: \$1.5M

- Other options considered:
 - None



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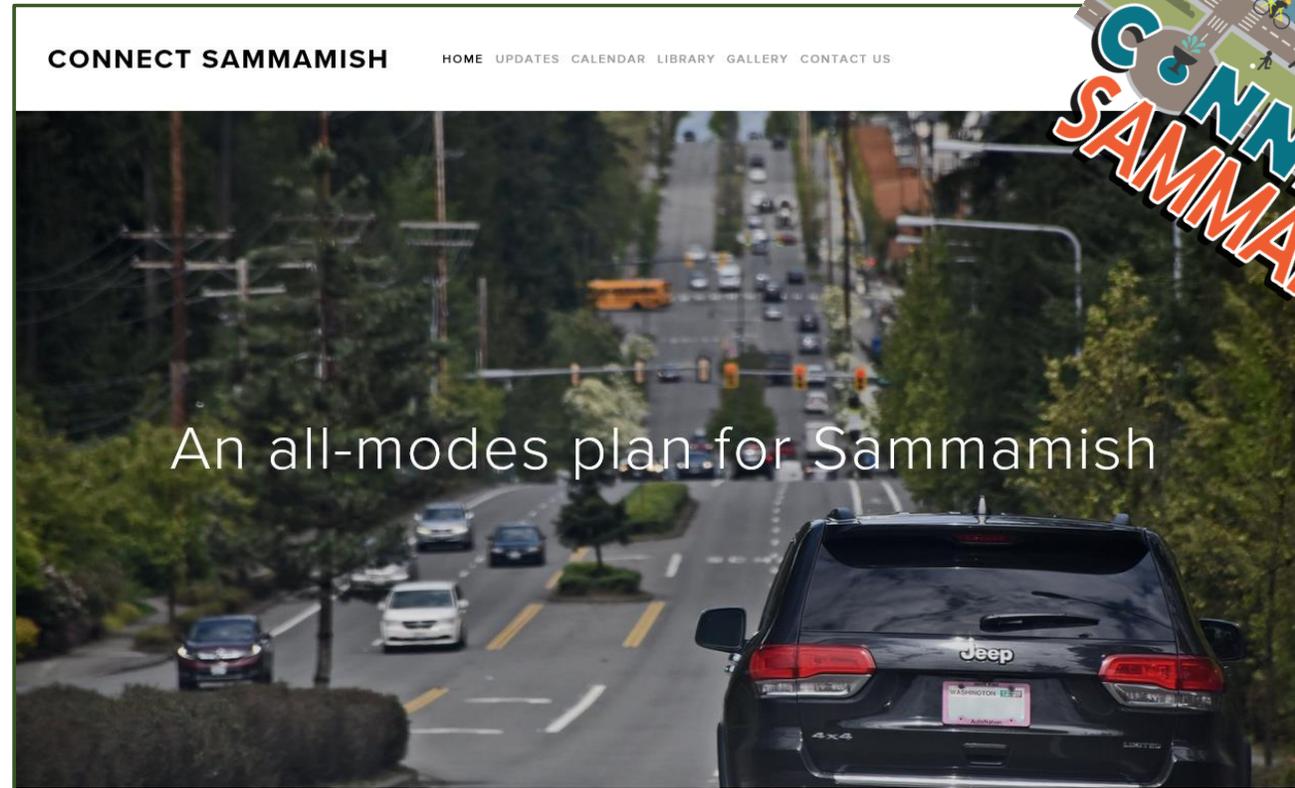
Estimated Planning Level Project Construction Cost Summary

Comp Plan Intersection	No.	Intersection	LOS Standard	2016 Failure	2024 Failure	Cost Est **
	3	Klahanie Dr SE & SE Issaquah Fall City Rd *	D	X	X	*
	5	SE 32nd St & 244th Ave SE	C	X	X	\$50,000
	7	228th Ave SE & SE 40th St	D	X	X	\$250,000
	9	247th Pl SE & SE Issaquah Fall City Rd (Pacific-Cascade Middle School) *	D	X	X	*
	10	Sahalee Way NE & NE 36th St	D	X	X	\$1,500,000
	11	242nd Ave NE & NE 8th St	C	X	X	\$500,000
X	21	E Lk Sammamish Pkwy & SE 24th Way	C		X	\$1,500,000
	32	256th Ave SE/E Beaver Lake Dr SE & Issaquah Beaver Lake Rd	C	X	X	\$1,500,000
	36	Issaquah-Pine Lk Rd & 230th Lane SE/231st Lane SE	D	X	X	\$500,000
	37	NE 28th Pl/223rd Ave NE & Sahalee Way NE	D	X	X	\$1,500,000
					Total	\$7,300,000
* Issaquah Fall City Road Improvement Project will construct						
** Does not incl design, ROW, drainage, sidewalks, bike lanes, lighting, environmental mitigation, significant slope stabilization						

Next Steps

Task	Date
Joint PC/CC Mtg: Review Proposed Comprehensive Plan Transportation Element Amendments	April 30
Joint PC/CC Mtg: Review Proposed Code Revisions	May 15
Joint PC/CC Mtg: Review Comprehensive Plan Transportation Element Amendments and Code Revisions	June 4
CC Mtg: Draft 2019-2024 TIP presentation	June 5
CC Mtg: Draft 2019-2024 TIP – continue discussion if needed	June 12
CC Mtg: Resolution adopting the 2019-2024 TIP	June 19
PC Public Hearing: Comprehensive Plan Updates and Code Revisions	June 21
CC Public Hearing: Comprehensive Plan Transportation Element Amendments	July 10
CC Public Hearing: Code Revisions	July 17

Thank You



TMP Website: www.sammamish-tmp.com

AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
Apr 2018				
Tues 4/17	4/09	6:30 pm	Regular Meeting	Presentation: YMCA Annual Report (30-minutes) Presentation: Concurrency Policy – Preliminary Results of Concurrency Intersection Analysis for 2019-2024 Transportation Improvement Plan (TIP) (60-minutes) Executive Session: Potential Land Acquisition (15 minutes) <u>Consent:</u> Bid Award:2018 Concrete Sidewalk/ADA Repairs Project Project Acceptance: Klahanie Park Drainage Repairs Resolution: Final Acceptance 2017 Pavement Program - Patching
Mon 4/30	4/23	6:30 pm	Study Session	Joint PC/CC Discussion Comprehensive Plan Transportation Element Updates (Concurrency & LOS) (2-hours)
May 2018				
Tues 5/01	4/23	6:30 pm	Regular Meeting	Presentation: Habitat for Humanity Department Report: Parks & Recreation Presentation: Brand Research and Draft Brand Statement Ordinance: Fireworks Enforcement <u>Consent</u> Proclamation: Affordable Housing Week Resolution: Surplus Equipment and Vehicles Bid Award: Sahalee Way Stormwater Tightline Project/TBD Bid Award: Stormwater Facility Maintenance/TBD Bid Award: Stormwater Pond Mowing/TBD Contract: Issaquah Pine Lake Road SE Phase 1 Improvements - Design Consultant Services /DEA Resolution: Issaquah Fall City Rd Construction Detour

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Tues 5/08	4/30	6:30 pm	Study Session	<p>Department Report: Finance (30-minutes) Department Report: Community Development (30-minutes) Discussion: Signage Regulations Overview and Update (60-minutes)</p>
Tues 5/15	5/07	6:30 pm	Regular Meeting	<p>Joint PC/CC Discussion: Transportation Concurrency and LOS code revisions (90-minutes) Public Hearing/Ordinance: Signage Regulations Update (60-minutes)</p> <p><u>Consent</u> Bid Award: Sammamish Commons Paving Project/TBD Resolution: Sammamish Youth Board Appointments Contract: ADA Transition Plan Consultant/TBD Contract: Big Rock Park Parcel B Master Plan Update/TBA Bid Award: 2018 Pavement Overlay Project Contract: Comprehensive Athletic Field Study/TBD Resolution: Inglewood Hill Stormwater Retrofit and Non-motorized Improvement Project Project Acceptance Contract Amendment: Zackuse Creek ELSP Fish Passage Project Design/Otak Bid Award: Zackuse Creek ELSP Fish Passage Project construction/TBD Inter-Agency Agreement: Zackuse Creek ELSP Fish Passage Project/King County Interlocal Agreement: Zackuse Creek ELSP Fish Passage Project/Samm Plat Memorandum of Understanding: Zackuse Creek Fish Passage and Stream Restoration planting and monitoring plan/Snoqualmie Indian Tribe</p>
June 2018				
Mon 6/04	5/28	6:30 pm	Study Session	<p>Joint PC/CC Discussion: Transportation Concurrency and LOS Comp Plan Amendments and related code updates (2-hours)</p>

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Tues 6/05	5/28	6:30 pm	Regular Meeting	<p>Presentation: Boys & Girls Club Report (20-minutes) Presentation: IT Gap Analysis (30-minutes) Presentation & Discussion: Introduction to the 2019-2024 Transportation Improvement Plan (TIP) (60-minutes)</p> <p><u>Consent:</u> Bid Award: ELSP/SE 33rd St Enhanced Crosswalk Project/TBD Bid Award: Louis Thompson Hill Road Slide Repair Project/TBD Bid Award: East Lake Sammamish Parkway Ditch Maintenance/TBD</p>
Tues 6/12	6/04	6:30 pm	Study Session	<p>Discussion: 2019-2024 Transportation Improvement Plan (TIP) Presentation: Basin Plan Priorities – Stormwater Capital Improvement Project Priority Criteria (30-minutes)</p>
Tues 6/19	6/11	6:30 pm	Regular Meeting	<p>Resolution: Approving the 2019-2024 Transportation Improvement Plan (TIP) (60-minutes) Discussion: Introduced to the Water Quality Monitoring Strategic Plan and Implementation (60-minutes)</p> <p><u>Consent:</u></p>
July 2018				
Mon 7/02	6/25	6:30 pm	Study Session	<u>CANCELLED</u>
Tues 7/03	6/25	6:30 pm	Regular Meeting	<u>CANCELLED</u>
Mon 7/09	7/2	6:30 pm	Study Session	
Tues 7/10	7/2	6:30 pm	Special Meeting	<p>Discussion: Police Services Study Preliminary Findings (60-minutes) Discussion: Urban Forest Management Plan (60-minutes) Discussion: Big Rock Park Master Plan Update (60-minutes) Public Hearing/Ordinance: Comprehensive Plan Amendment related to Transportation Concurrency & LOS (60 minutes)</p> <p><u>Consent:</u></p>

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Tues 7/17	7/09	6:30 pm	Regular Meeting	<p>Public Hearing/Ordinance: Code Changes related to Transportation Concurrency & LOS (90 minutes)</p> <p><u>Consent:</u> Resolution: Adopting the Police Services Study Resolution: 212th Way SE Project Acceptance Bid Award: Citywide Guardrail Repair/TBD Contract: Pacific Estates Bog (21st St/21st Pl) Stormwater Improvement Project - Consultant Services/TBD Contract: George Davis Fish Passage Project - Consultant Services/TBD Bid Award: Flashing Yellow Arrow Installation Project/TBD Bid Award: Minor Intersection Improvements Project/TBD Contract: ITS Phase 2 Design/TBD</p>
Aug 2018				No Meetings
Sept 2018				
Mon 9/03		6:30 pm	Study Session	Canceled for Labor Day
Tues 9/04	8/28	6:30 pm	Regular Meeting	<p>Presentation: Housing Strategy – Part I (60-minutes)</p> <p><u>Consent:</u> Contract: Beaver Lake Park Phase 1 Improvements, Design/TBD Contract: Laughing Jacobs Creek Basin Plan - Consultant Services/TBD</p>
Tues 9/11	9/03	6:30 pm	Study Session	<p>Discussion: Police Services Study Final Report (60-minutes) Discussion: 2019-20 Budget (2-hours) Discussion: Transportation Master Plan Funding Options (90-minutes)</p>
Tues 9/18	9/10	6:30 pm	Regular Meeting	<p>Presentation: Transportation Master Plan and Traffic Impact Fee Study Update (60-minutes) Presentation: Housing Strategy-Part II (60-minutes)</p> <p><u>Consent:</u> Resolution: Sahalee Way Stormwater Tightline Project Acceptance</p>
Oct 2018				
Mon 10/01	9/24	6:30 pm	Study Session	<p>Discussion: Capital Facilities Element Updates – School Impact Fees (30-minutes) Discussion: 2019-20 Budget (2-hours)</p>

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Tues 10/02	9/24	6:30 pm	Regular Meeting	Public Hearing/Ordinance: First Reading Capital Facilities Element Updates – School Impact Fees (30-minutes) Public Hearing/Resolution: Housing Strategy Approval (60-minutes) <u>Consent:</u>
Tues 10/09	10/01	6:30 pm	Study Session	Discussion: Transportation Master Plan Update and Traffic Impact Fee Update (60-minutes) Discussion: 2019-20 Budget (2-hours)
Tues 10/16	10/08	6:30 pm	Regular Meeting	Resolution: Housing Strategy Approval (if needed) Public Hearing/Ordinance First Reading Housing Element Updates – Housing Strategy (15-minutes) <u>Consent:</u> Resolution: Flashing Yellow Arrow Installation Project Acceptance Resolution: East Lake Sammamish Parkway Ditch Maintenance Project Acceptance
Nov 2018				
Mon 11/05	10/29	6:30 pm	Study Session	
Tues 11/06	10/29	6:30 pm	Regular Meeting	Public Hearing/Ordinance: First Reading of the 2019-20 Budget Public Hearing/Ordinance: First Reading for the 2019 Property Tax Levy Ordinance including Presentation of 2019 Revenue Estimates from all Sources <u>Consent:</u> Resolution: ELSP/SE 33 rd Crosswalk Project Acceptance
Tues 11/13	11/05	6:30 pm	Joint Study Session w/Park & Rec Com.	Discussion: Big Rock Park Parcel B Master Plan Update Discussion: Lower Commons Master Plan Update

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Tues 11/20	11/12	6:30 pm	Regular Meeting	<p>Public Hearing/Ordinance: First Reading 2019 School Impact Fee Update (15-minutes)</p> <p>Ordinance: Second Reading of the 2019-20 Budget ordinance.</p> <p>Ordinance: Second Reading of the 2019 Property Tax Ordinance</p> <p>Resolution: 2019 Fee Schedule</p> <p>Resolution: 2019 Salary Schedule (COLA)</p> <p>Resolution: 2019 Medical Premium Co-pay</p> <p>Resolution: Adopting the 2019 Legislative Priorities</p> <p><u>Consent:</u></p> <p>Resolution: Minor Intersection Improvements Project Acceptance</p>
Dec 2018				
Mon 12/03	11/26	6:30 pm	Study Session	<p>Discussion: 2019 Comprehensive Plan Amendments – Docket Requests (60-minutes)</p> <p>Discussion: Urban Forest Management Plan (60-minutes)</p>
Tues 12/04	11/26	6:30 pm	Regular Meeting	<p>Public Hearing/Resolution: 2019 Comprehensive Plan Amendments – Docket Requests (60-minutes)</p> <p>Ordinance: Final Reading Annual Amendments to the Comprehensive Plan (30-minutes)</p> <p><u>Consent:</u></p> <p>Ordinance: Second Reading School Impact Fee Updates</p> <p>Contract: Environmental Review Support Services/TBD</p> <p>Contract: Building Inspection Support Services/TBD</p> <p>Contract: Building Plan Review Support Services/TBD</p> <p>Contract: Planning Review Support Services/TBD</p> <p>Contract: Klahanie Master Plan/TBD</p> <p>Bid Award: Vactoring Contract – Small Public Works Maintenance Contract/TBD</p> <p>Bid Award: Stormwater Facility Maintenance – Small Public Works Maintenance Contract/TBD</p> <p>Bid Award: Stormwater Pond Mowing – Small Public Works Maintenance Contract/TBD</p> <p>Contract: 2019-2020 City-wide Water Quality Monitoring - Consultant Services/TBD</p>
Tues 12/11	12/03	6:30 pm	Study Session	
Tues 12/18	12/10	6:30 pm	Regular Meeting	<u>Consent:</u>
To Be Scheduled			To Be Scheduled	Parked Items

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	<ul style="list-style-type: none"> • Lk. Sammamish Water Level • Growth Centers • Internet Usage & Social Media Policies • Indexing the impact fee rates • Code amendments related to the TMP including Titles 14 and 14A. • Small Cell Facility Technology 	<ul style="list-style-type: none"> • Special Events Ordinance • Maintenance Safety Program Adoption • M&O Strategic Plan • Fleet Management Policy • Roadway Funding Strategy • Maintenance & Fire Station Facility Assessment • Franchise Agreement/SPWS • Comprehensive Solid Waste Plan 	<ul style="list-style-type: none"> • Inner City Bus Service • Good Samaritan Law • Plastic Bags • Policy on Drones in Parks • Review of regulations regarding the overlay areas, low impact development and special protection areas for lakes.
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