City Council, Regular Meeting/Study Session

AGENDA

6:30 pm – 9:30 pm
April 2, 2013 Council Chambers

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Student Liaison Reports

Presentations/Proclamations

- Proclamation: Child Abuse Prevention Month

Public Comment

Note: *This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization***.**

Consent Agenda

- Payroll for the period ending March 15, 2013 for pay date March 20, 2013 in the amount of $270,466.17

1. Approval: Claims for period ending April 2, 2013 in the amount of $250,300.98 for Check No. 34398 through No. 34471
2. Resolution: Granting Final Plat Approval To The Plat Of Evoke At Pine Lake (Aka Hamm 2)
3. Resolution: Accepting The NE Inglewood Hill Road Non-Motorized Improvements As Complete
4. Contract: Engineering Services/WH Pacific
5. Approval: Notes for March 12, 2013 Study Session
6. Approval: Minutes for March 18, 2013 Regular Meeting/Study Session

Public Hearings - None

Unfinished Business

7. Community and Aquatic Center Operating Agreement with the YMCA (30 min)

New Business - None

Council Reports

City Manager Report

8. SE 8th Street Park Naming (10 min)

Executive Session – Potential Litigation pursuant to RCW 42.30.110(1)(i)

Adjournment

Open Study Session

Topics

- Fire Services Update (60 min)
- Environmentally Critical Areas Update (120 min)

Close Study Session

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

AGENDA CALENDAR

April 2013			
Tues. 4/9	6:30 pm	Study Session	Proclamation Guidelines
Mon. 4/15	6:30 pm	Regular Meeting	Proclamation: Earth Day Boys & Girls Club Report Volunteer Recognition Environmentally Critical Areas Update
May 2013			
Tues. 5/7	6:30 pm	Regular Meeting	Proclamation: Arts Education Month Presentation: LWSD Superintendent Public Hearing/First Reading: Environmentally Critical Areas Update Ordinance: First Reading: 2012-2013 Carryforwards
Tues. 5/14	6:30 pm	Joint Meeting/ISD-LWSD	Public Works Standards - Discussion
Mon. 5/20	6:30 pm	Regular Meeting	Ordinance: Second Reading: Environmentally Critical Areas Update Ordinance: Second Reading: 2012-2013 Carryforwards
June 2013			
Tues. 6/4	6:30 pm	Regular Meeting	Public Hearing: Resolution Adopting Six Year TIP Ordinance: First Reading Amending SMC 16 Building Codes
Tues 6/11	6:30 pm	Study Session	
Mon. 6/17	6:30 pm	Regular Meeting	Ordinance: First Reading Extending Collective Garden Moratorium Ordinance: Second Reading Amending SMC 16 Building Codes
July 2013			
Tues. 07/2	6:30 pm	Regular Meeting	Ordinance: Second Reading Extending Collective Garden Moratorium
Tues 07/09	6:30 pm	Joint Meeting PC/CC	
Tues 07/15	6:30 pm	Regular Meeting	
Sept 2013			
Tues 09/03	6:30 pm	Regular Meeting	
Tues 09/10	6:30 pm	Study Session	
Mon. 09/16	6:30 pm	Regular Meeting	

To Be Scheduled	**To Be Scheduled**	**Parked Items**
Ordinance: Second Reading Puget Sound Energy Franchise Joint Meeting/LWSD Joint Meeting/ISD		Cable TV Franchise

If you are looking for facility rentals, please click **here**.

<< March

April 2013

May >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	**1** 8 a.m. **"Jump on Board - A Skateboard!" Art Exhibit**	**2** 6:30 p.m. **CALLING ALL POETS! (and poetry lovers)** 6:30 p.m. **City Council Meeting**	**3** 6:30 p.m. **Parks and Recreation Commission Meeting**	**4** 4 p.m. **Public Safety Committee Meeting** 6:30 p.m. **Planning Commission Meeting**	**5**	**6** 9 a.m. **Parks and Recreation Volunteer Opportunity**
7	**8** 5:30 p.m. **City Council Office Hour**	**9** 6:30 p.m. **City Council Study Session**	**10** 9 a.m. **Donate Blood at City Hall**	**11**	**12**	**13**
14	**15** 6:30 p.m. **Arts Commission Meeting** 6:30 p.m. **City Council Meeting**	**16**	**17**	**18** 6:30 p.m. **Community Garden Steering Committee** 6:30 p.m. **Planning Commission Meeting**	**19**	**20** 9:45 a.m. **Sammamish Walks** 10 a.m. **Sammamish Earth Day Celebration** 1 p.m. **"Au-some Artists!"**
21	**22**	**23** 7:30 p.m. **Simple Measures - "Harmony Concert"**	**24** 6 p.m. **Sammamish Youth Board Meeting**	**25**	**26**	**27** 9 a.m. **Sammamish Disaster Preparedness Fair** 11 p.m. **Model Building Class - inbeTWEEN**
28 10 a.m. **Sammamish Spring Recycling Collection Event & Bin Sale**	**29**	**30**	1	2	3	4
5	6	7	8	9	10	11

If you are looking for facility rentals, please click **here**.

<< April

May 2013

June >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	**1** 4 p.m. **Finance Committee Meeting** 6:30 p.m. **Parks and Recreation Commission Meeting**	**2** 6:30 p.m. **Planning Commission Meeting** 7 p.m. **ACT Theatre- "Assisted Living"**	**3**	**4** 9 a.m. **ARAS Bike Drive**
5	**6**	**7** 6:30 p.m. **City Council Meeting**	**8**	**9** 10 a.m. **Art for Seniors (55+) Workshop Series**	**10**	**11** 10 a.m. **Free Computer Recycling Drive**
12	**13** 5:30 p.m. **City Council Office Hour**	**14** 6:30 p.m. **City Council Study Session**	**15** 3 p.m. **Sammamish Farmers Market OPENING DAY** 6 p.m. **Sammamish Youth Board Meeting**	**16** 6:30 p.m. **Planning Commission Meeting** 6:30 p.m. **Community Garden Steering Committee**	**17**	**18** 9 a.m. **Parks and Recreation Volunteer Opportunity** 10 a.m. **Sammamish Walks**
19	**20** 6:30 p.m. **Arts Commission Meeting** 6:30 p.m. **City Council Meeting**	**21**	**22** 3 p.m. **Sammamish Farmers Market**	**23** 7 p.m. **"Assisted Living" ACT Theater Community Reading**	**24**	**25**
26	**27** **Memorial Day** **City offices closed**	**28**	**29** 3 p.m. **Sammamish Farmers Market**	**30**	**31**	**1**
2	**3**	**4**	**5**	**6**	**7**	**8**

City of Sammamish Washington

MEMORANDUM

TO: Melonie Anderson/City Clerk

FROM: Marlene/Finance Department

DATE: March 28, 2013

RE: Claims for April 2, 2013

$50,311.13
17,526.06
182,463.79

Top 5 Expense Items in Packet

King County Treasurer	$38,959.76	2013 Stormwater Fees
RW Scott	$28,340.11	NE Inglewood Hill Rd Project
Plantscapes	$23,557.67	Landscaping Streets, Parks - March 2013
Steve Moore	$11,845.56	Partial Refund Landscape Bond

TOTAL $ 250,300.98

Checks # 34398 - # 34471

0.00 *

50,311.13 +
17,526.06 +
182,463.79 +
250,300.98 *

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 3/20/2013 - 10:39 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
34398	03/20/2013	ANI	ANI Administrators NW Inc	1,696.51	0
34399	03/20/2013	CHAP13	Chapter 13 Trustee	280.00	0
34400	03/20/2013	ICMA401	ICMA 401	36,805.34	0
34401	03/20/2013	ICMA457	ICMA457	8,270.67	0
34402	03/20/2013	PSE	Puget Sound Energy	2,929.11	0
34403	03/20/2013	WASUPPOR	Wa State Support Registry	329.50	0
			Check Total:	50,311.13	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 3/27/2013 - 3:08 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
34404	03/28/2013	US BANK	U. S. Bank Corp Payment System	17,526.06	0
			Check Total:	17,526.06	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 3/27/2013 - 3:48 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
34405	04/02/2013	ADVANTAG	Advantage Building Services	9,626.78	0
34406	04/02/2013	APEXPRES	Richard Miller	1,861.50	0
34407	04/02/2013	AT&TMOBI	AT&T Mobility	184.21	0
34408	04/02/2013	BRIDENST	Art Bridenstine	100.00	0
34409	04/02/2013	CADMAN	Cadman, Inc.	65.13	0
34410	04/02/2013	CENTLIN2	Century Link	42.16	0
34411	04/02/2013	CERTLABS	Certified Laboratories	685.06	0
34412	04/02/2013	CHINOOK	Chinook Lumber	7,582.00	0
34413	04/02/2013	CODEPUB	Code Publishing Inc	291.22	0
34414	04/02/2013	COMPLETE	The Complete Line	73.81	0
34415	04/02/2013	COMPOFF	The Complete Office	655.52	0
34416	04/02/2013	DEERE	John Deere Landscapes	810.65	0
34417	04/02/2013	DONOVANJ	Joe Donovan	30.00	0
34418	04/02/2013	ENDELMAN	Kyle Endelman	200.00	0
34419	04/02/2013	ENGBUS	Engineering Business Systems Inc	394.20	0
34420	04/02/2013	EVERETTS	Everett Steel, Inc	153.31	0
34421	04/02/2013	EVERFORD	Evergreen Ford	43.71	0
34422	04/02/2013	EVERSONS	Everson's Econo Vac, Inc.	3,832.27	0
34423	04/02/2013	EWINGIRR	Ewing Irrigation	7,501.30	0
34424	04/02/2013	FASTENAL	Fastenal Industrial Supplies	18.81	0
34425	04/02/2013	FITNESS	The Fitness Shop	186.15	0
34426	04/02/2013	FRAME	Scott Frame	20.00	0
34427	04/02/2013	FRUHLING	Fruhling, Inc	3,752.81	0
34428	04/02/2013	GRAINGER	Grainger	1,064.28	0
34429	04/02/2013	INTEGRA	Integra Telecom	1,251.27	0
34430	04/02/2013	KCRADIO	King Cty Radio Comm Svcs	399.41	0
34431	04/02/2013	KEYBANKA	Key Bank Auburn Branch	1,491.58	0
34432	04/02/2013	KINGFI	King County Finance A/R	1,775.37	0
34433	04/02/2013	KINGTREA	King County Treasury	38,959.76	0
34434	04/02/2013	KINGTREA	King County Treasury	899.60	0
34435	04/02/2013	KINGTREA	King County Treasury	1,564.00	0
34436	04/02/2013	KLINGSPO	Klingspor Abrasives, Inc	229.16	0
34437	04/02/2013	MINUTE	Mike Immel	629.62	0
34438	04/02/2013	MOBERLY	Lynn Moberly	7,500.00	0
34439	04/02/2013	MOORESTE	Steven Moore	11,845.56	0
34440	04/02/2013	MOORMEIE	Cory Moormeier	50.00	0
34441	04/02/2013	NC MACH	NC Machinery Co	2,576.35	0
34442	04/02/2013	NWCASC	Northwest Cascade, Inc.	277.00	0
34443	04/02/2013	PACPLANT	Pacific Plants	3,145.40	0
34444	04/02/2013	PLANTSCA	Plantscapes, Inc	23,557.67	0
34445	04/02/2013	PROTH	Prothman Company	358.96	0
34446	04/02/2013	PSPREMIE	Puget Sound Premier League	740.00	0
34447	04/02/2013	QBS	Quality Business Systems	22.23	0
34448	04/02/2013	QUALITYT	Quality Towing, Inc.	128.12	0
34449	04/02/2013	RAINIER	Rainier Wood Recyclers Inc	410.00	0
34450	04/02/2013	RED-E	Red-E Topsoil	104.09	0
34451	04/02/2013	RWSCOTT	R. W. Scott Construction Co	28,340.11	0
34452	04/02/2013	SAHALEEM	Sahalee Maintenance Assoc	500.00	0
34453	04/02/2013	SAM	Sammamish Plateau Water Sewer	1,170.58	0
34454	04/02/2013	SAMSYMPH	Sammamish Symphony Orchestra	2,900.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
34455	04/02/2013	SEQUOYAH	Sequoyah Electric, LLC	1,660.00	0
34456	04/02/2013	SHERWIN	Sherwin-Williams Company	174.60	0
34457	04/02/2013	SOLARWIN	Solar Winds	35.00	0
34458	04/02/2013	SPRAGUE	SPRAGUE	178.21	0
34459	04/02/2013	SUBPROPA	Suburban Propane	70.59	0
34460	04/02/2013	SUNBELT	Sunbelt Rentals	805.45	0
34461	04/02/2013	THYSSENK	Thyssenkrupp Elevator Corp.	3,405.45	0
34462	04/02/2013	ULINE	ULINE	396.01	0
34463	04/02/2013	UNDERGRO	Underground Detection Services	300.00	0
34464	04/02/2013	VALLEYAT	Valley Athletics	810.19	0
34465	04/02/2013	WABO1	Wa Assoc of Bldg Officials	60.00	0
34466	04/02/2013	WACE	Wa Assoc of Code Enforcement	80.00	0
34467	04/02/2013	WADOT	Wa State Dept of Transp	360.14	0
34468	04/02/2013	WATSONSE	Watson Security	534.91	0
34469	04/02/2013	WAWORK	Washington Workwear Stores Inc	2,433.48	0
34470	04/02/2013	WRPA	Wa Recreation & Parks Assoc	748.00	0
34471	04/02/2013	ZUMAR	Zumar Industries, Inc.	411.04	0
			Check Total:	182,463.79	

City Council Agenda Bill

Meeting Date: **April 2, 2013** Date Submitted: March 27, 2013

Originating Department: Community Development

Clearances:

- [x] City Manager
- [ ] Attorney
- [ ] Admin Services
- [x] Community Development
- [ ] Finance & IT
- [ ] Fire
- [ ] Parks & Recreation
- [ ] Police
- [x] Public Works

Subject: Resolution: Final Plat for Evoke at Pine Lake (aka Hamm 2) Subdivision of 13 lots

Action Required: Motion to adopt resolution approving the subdivision

Exhibits:

1. Draft Resolution
2. Hearing Examiner Decision
3. Compliance matrix showing plat conditions and responses
4. Vicinity Map
5. Final Plat

Budget: $0

Summary Statement

Description:

The proposed Evoke at Pine Lake (aka Hamm 2) subdivision to create 13 lots was reviewed and granted preliminary plat approval by the City of Sammamish Hearing Examiner on December 8, 2006. The Hearing Examiner approved the subdivision with conditions; the proposed 13 lots are consistent with the preliminary plat approval.

Background

The subdivision application is vested to the City of Sammamish Municipal Code in effect on August 7, 2006. The City of Sammamish Hearing Examiner approved the preliminary plat on December 8, 2006, subject to conditions of approval. The City of Sammamish has reviewed, and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc.) improvements under plat construction and clear and grade permit BLD2007-00551. The applicant modified the design consistent with the preliminary plat approval under the site development permit, replacing the stormwater vault with a stormwater pond and modifying the lot layout to recreate a larger open space and tree retention area along the west side of the plat. This open space tract retained all of the trees that were originally to be retained on individual residential lots. Furthermore this tract along the west side of the plat buffered the new plat from the existing residences to the west. The improvements have been substantially completed and inspected. The final lift of asphalt, drainage improvements, and street trees etc. have been bonded for (see below).

City Council Agenda Bill

The area of the site being subdivided is zoned Residential, 4 units per acre (R-4). Access to the development on the site is via 220th Avenue SE and SE 30th Place.

Performance Bond:
The applicant has posted a bond for the installation of the remaining site improvements (including streets and other required drainage improvements) in the amount of $254,379.60 under BLD2007-00551.

Landscaping Bond:
The applicant has posted a street landscaping performance bond and a landscaping performance bond in the amount of $20. 710.94 under BLD2007-00551.

Critical Areas Bonding:
Not applicable. There are no proposed impacts to critical areas requiring bonding.

Street Mitigation Fees:
The applicant has paid 100% percent of the street mitigation impact fee in the amount of $96,550.74 on February 8, 2013. No fees remain to be collected at the time of building permit.

School Mitigation Fees paid to the City of Sammamish:
The applicant has paid fifty percent of the applicable Issaquah School District impact fees in the amount of $21,408.00 on December 14, 2012 in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance on a per lot basis.

The applicant has demonstrated to the City of Sammamish that all of the preliminary plat approval conditions have either been met, or have been bonded and will be met in a timely manner.

Financial Impact: $0

Recommended Motion: Approve the 13-lot Evoke at Pine Lake (aka Hamm 2) subdivision, and authorize the mayor to sign the mylars for the final plat.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2013-___

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, GRANTING FINAL PLAT APPROVAL TO THE PLAT OF EVOKE AT PINE LAKE (aka HAMM 2)

WHEREAS, the City Council has received recommendation of approval for the final plat of the Evoke at Pine Lake Subdivision; and

WHEREAS, the City Council has reviewed said plat and finds that it conforms to all terms of the preliminary plat approval and applicable land use laws and regulations; and

WHEREAS, the City Council desires to grant final approval to the (13-lot) plat of the Evoke at Pine Lake subdivision;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions.
The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision of December 8, 2006 for the preliminary plat of Evoke at Pine Lake (aka Hamm 2).

Section 2. Grant of Approval. The City Council hereby grants final approval to the Evoke at Pine Lake final plat.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF April 2013.

CITY OF SAMMAMISH

_____
Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk: March 28, 2013
Passed by the City Council:
Resolution No.: R2013-___

Exhibit 2

CITY OF SAMMAMISH
HEARING EXAMINER

In the Matter of the Application of	**)**	**File No. PLN2005-00080**
The Blueline Group and Marc	**)**	**FINDINGS OF FACT,**
Wilson for Approval of the	**)**	**CONCLUSIONS OF LAW**
Hamm 2 Preliminary Plat.	**)**	**AND DECISION**

DECISION

The Hamm 2 Preliminary Plat is approved, subject to conditions.

INTRODUCTION

The application of Blueline Group for approval of the Hamm 2 Preliminary Plat came on for hearing before Gordon F. Crandall, Hearing Examiner, on October 23, 2006 at 7:00 pm. The hearing was held at City Hall, after public notice. Rob Garwood, Senior Planner presented the City's staff report. Geoff Tamble of Blue Line Group represented applicant.

Testifying under oath were:

Rob Garwood	Senior Planner
Geoff Tamble	Blue Line Group
Eric LaFrance	City Drainage Engineer
Tony Hallenbeck	21809 SE 30th Court
Brian Slish	3043 218th Avenue SE
Brent Carson	Attorney for Applicant

Bill Heise	21815 SE 30th Court
Kevin Utt	22005 SE 28th Streets
John Friedl	21804 SE 30th Court

The following exhibits were offered and admitted:

1) Staff Report with Attachments A-H
2) City's proposed revised conditions
3) Applicant's proposed revised conditions
4) Affidavit of Posting
5) Affidavit of Mailing, Notice of Public Hearing and Recommendation to the Hearing Examiner
6) Legal Notice, Determination of Non-Significance
7) Traffic Impact Analysis, 3/6/2006, Transpo Group
8) Heise drainage easement photographs, 10/23/02006, email from Heise
9) Level 1 Downstream Analysis, Blue Line Group
10) Cathy Van der Linden public comment letter
11) 10/29/06, Bill & Julie Heise comment letter
12) 10/29/06, Tony Hallenbeck comment letter
13) 10/26/06, John Friedl comment letter
14) 10/28/06, Cathy & Frank Van der Linden comment letter
15) 10/2706, John Friedl comment letter
16) Kevin Jones Curriculum Vitae
17) 11/6/06, Applicant's Additional Traffic Analysis, Transpo Group (Applicant's response to comment letters)
18) 11/6/06, City's Traffic Study, David Evans and Associates Technical Memorandum (City's response to comment letters)
19) 11/3/06, Rob Garwood Memorandum (City's response to comment letters)
20) Rick Watson submittal, 11/20/06 memorandum, 10/29/06 memorandum, 11/6/06 David Evans Traffic Technical Memorandum, 10/30/06 email with photographs attached

21) City of Sammamish 6-year Capital Improvement Project (CIP) Incorporated herein by reference
22) 10/30/06 Janal Kelly email comments
23) SE 32nd Street Barricade Study, Gray & Osborne (2003 final study)
24) 11/22/06, Alma Dunsmoor email comments
25) 11/20/06, Bill Heise storm drainage concern with photographs
26) 10/29/06, Joe & Suzanne Duncan email comments
27) 10/29/06, David & Patti O'Connor email comments
28) 10/30/06, Liz Dalton email comments
29) 10/29/06, Roman Snystar email comments
30) 10/30/06, Laurie Brom email comments
31) 10/29/06, Tom & Diana Craig email comments
32) 10/29/06, Dave & Kathy Rusho email comments
33) 10/29/06, Jack & Kathy Wiggins email comments
34) 10/30/06, Annie Gochenour email comments
35) 10/30/06, Mark Hamlin email comments
36) 10/30/06, Ted Dunsmoor email comments
37) 10/30/06, Janal Kelly email comments
38) 10/30/06, Candace Wilkins email comments
39) 10/30/06, Hung-Jen Jin email comments
40) 11/27/06, Janal Kelly email comments
41) 11/24/06, Rick Watson email comments
42) 11/24/06, Tom & Diana Craig email comments
43) 11/25/06, City of Sammamish Additional Public Works Traffic Responses (John Cunningham email)
44) 11/27/06, Jack & Kathy Wiggins email comments
45) 11/21/06, Laurie Brom email comments
46) 11/21/06, Laurie Brom additional email comments
47) 11/21/06, Frank & Cathy Van der Linden email comments
48) 11/27/06, Liz Dalton email comments
49) 11/27/06, Cody Yaple email comments

At the conclusion of the hearing, the Examiner requested that the neighboring property owners submit their concerns in writing for proper consideration, and offered the City and Applicant the opportunity to respond. On October 27, 28 and 29, 2006, written submissions were received from Kathy Van der Linden, Bill and Julie Heise, Tony Hallenbeck, John Friedl, and Brian Slish. Their concerns were with a revision of an earlier proposal in which 30th Place SE ended in a cul-de-sac. The current proposal is to extend 30th Place to SE 220th Avenue, and open that street south to SE 32nd Street. In addition, the Examiner received comments from persons not attending the hearing, asserting that the notices which they received did not show the street being extended to 220th Avenue SE. They contend that they did not attend the hearing because they were satisfied with the plan showing a cul-de-sac. As a result, the Examiner scheduled a continued hearing, which was held on November 20, 2006.

The hearing resumed on that date at 7:00 PM at Fire Station 83. Rob Garwood again presented the position of the Department of Community Development and submitted a technical memorandum from Mike Birdsall, the City's transportation consultant. (Ex. 18) Attorney Samuel W. Plauche of Buck and Gordon LLP represented Applicant. Kevin Jones of the Transpo Group testified and submitted an additional traffic analysis (Ex. 17) Approximately 50 or 60 neighborhood residents attended the hearing. Testifying were: Candace Wilkins, Rick Watson, Laurie Brom, Kathy Wiggins, Gerald Brom, Boyer Halvorsen, Laurie Barnett, Joe Duncan, Janal Kelly, Paul Kelly, Brian Slish, Mike Linford, Bernard Olshausen, Mark Hamlin, Kurt Strand, Mike Comerford, Jack Wiggins, and possible others. All were opposed to the project as currently proposed because it would connect SE 30th Place with 220th Avenue SE and SE 32nd Street. Their concerns were with traffic safety, community value of cul de sac streets, property values, lack of benefit, lack of notice, privacy, and pedestrian safety. The Examiner invited those present to put their concerns in a one page memorandum to be filed with the Examiner by November 30th. The hearing adjourned at 9:15 PM.

The Examiner received about 26 one-page memos from the public and one memorandum from John Cunningham, the City's Director of Public Works. The record was then closed.

FINDINGS OF FACT

1. Blue Line Group (Applicant) proposes to divide a rectangular 4.2 acre tract into thirteen (13) single-family residential lots. The site is located at 21928 SE 28th Street, and is bounded on the east by 220th Avenue SE and on the South by SE 32nd Street. A site plan is attached as Attachment A.

2. As part of the proposal, Applicant would improve SE 30th Place along the north end of the tract to connect with unopened 220th Avenue SE. That avenue would be improved with half street improvements to connect with SE 32nd street and the extension of 220th Avenue SE from the South. A prior proposal was to provide only a cul-de-sac from the west and not to improve 220th Avenue SE. Concern was expressed by owners in the vicinity that traffic from the South of the project would use 220th Avenue SE and SE 30th Place to reach the SE 28th Street arterial and flood the adjacent residential area with unwanted traffic. This is due to the existence of a barrier in SE 32nd Street east of 220th Avenue SE, which prevents access to and from the east. Applicant applied for and obtained a certificate of traffic concurrency on September 26, 2005, and will be required to pay a total fee of $106,917.72.

3. At the continued hearing, two supplemental traffic analyses were submitted, as mentioned in the introduction. Applicant's expert, Kevin Jones, analyzed the impact of the project using three scenarios:

   1. No barricade on SE 32nd Street;
   2. Barricade on SE 32nd Street is not removed; and
   3. Barricade on SE 32nd Street is not removed and a second barricade is installed on 220th Avenue SE north of SE 32nd Street.

It was his conclusion that none of the evaluated scenarios would significantly impact traffic volumes on the surrounding roadway network, and none would increase the average daily volumes so as to require a change from the current description of the streets as "minor access streets". The increase in traffic at the intersection of 218th Avenue SE and SE 28th Street, even during the time that school children would be at the bus stop, would not be significant.

4. The City's transportation expert, Mike Birdsall, studied the impact of removing the barrier on SE 32nd Street, using different speed assumptions. He concluded that the volume of traffic added at the barricade location would be 60 to 90 peak hour vehicles, which would be matched mainly be decreases on the proposed SE 30th Place route. An hourly volume of up to about 100 trips is normal for local residential streets.

5. Garwood's memorandum at the second hearing date cited sections of the Comprehensive Plan which he said discourages cul de sacs and favors street connections with the traffic circulation system. He also submitted excerpts from King County documents approving the Pine Lake Heights Division 2 plat. These indicated that SE 30th Place would eventually be a through road connecting 216th Avenue SE and 220th Avenue SE and serve as a neighborhood collector street. Garwood contends that extending SE 30th Place to connect with 220th Avenue SE is consistent with both City policy and past King County approvals.

6. Director of Public Works Cunningham testified that the additional traffic to be introduced by construction of the plat would be relatively low and would have minimal effect on the safety or carrying capacity of the affected streets. He opposes the suggestion of some that a new barrier be erected in the project on 220th Avenue SE. He advised that the City was in the design phase of a project to construct a walkway on the South Pine Lake Route between 224th Avenue SE and 212th Avenue SE, scheduled for construction in 2007. This project would improve sight distances along the route, including those at the 218th/28th intersection which is currently below standard. He suggested that a condition be imposed on the developer to construct a left turn pocket on SE 28th Street at this intersection. Safety for children waiting for the school bus will be improved by this walkway project, and a street light there is a possibility.

7. Cunningham stated further that the barricade on SE 32nd Street would be removed in the future, and that 220th Avenue SE in the plat would have a five foot sidewalk behind a five foot planting strip. This would provide a safe route for children who walk from the area to the Middle School across 228th Avenue SE.

8. Surrounding uses include the residential Pine Lake Heights on the west and south, and a single-family lot (Hamm) to the north. Residential uses and zoning are found east of the site. The comprehensive plan designates the site as urban residential, four dwelling units per acre. Thirteen residential lots is the maximum permitted on the site.

9. There are three hundred twenty (320) significant trees on the site. Applicant will retain twenty-five percent (25%) of these, or eighty (80) trees.

10. A determination of non-significance (DNS) was issued for the proposal on June 23, 2006, based upon the responsible official's determination that the proposal would not have a significant impact on the quality of the urban environment.

11. School children will be provided a safe walking area from the site to the nearest school bus stop at SE 28th Street and 218th Street SE. Applicant must provide a safe waiting area at this bus stop. School impact fees will be paid to the Issaquah School District prior to recording the final plat.

12. There are no sensitive areas on the site. Stormwater will be collected and conveyed to a detention facility at the north end of the site. From there, stormwater will be released at level three flow control (KCSWD Manual) after eighty percent (80%) of the phosphorus has been removed. Special attention must be given to the potential for backup of drainage onto adjacent properties, which now occurs. Design of these facilities will be approved during engineering review.

13. The Sammamish Municipal Code requires open space/recreational space of 5,070 square feet. Applicant will provide a recreation space tract of 4,855 square feet, and will provide the remaining required 215 square feet to the west of the landscape detention facility.

14. Water and sewer availability certificates were granted to Applicant by the Sammamish Plateau Water and Sewer District on November 19, 2004.

15. Any conclusion of law deemed to be a finding of fact is adopted as such.

From the foregoing the Examiner makes the following;

CONCLUSIONS OF LAW

1. The Hearing Examiner is authorized by the Sammamish Municipal Code (SMC) to hear and decide an application for a preliminary plat, subject to appeal to Superior Court. SMC Ch 20.24; Section 20.20.020.

2. RCW 58.17.110 identifies the factors to be considered in evaluating an application for a preliminary plat.

   The proposed subdivision and dedication shall not be approved unless the city, town or legislative body makes written findings that:

   a. a. Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary waste, parks and recreation, playgrounds, schools and school grounds, and all other relevant factors, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and

   b. The public use and interest will be served by platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication makes such appropriate provisions and that the public use and interest will be served then the legislative body shall approve the proposed subdivision and dedication.

3. SMC Chapter 19.20 provides general principles of acceptability for proposed subdivisions. These principles include (paraphrased):

The proposed plat and its ultimate use must be in the best interest of the public interest and the neighborhood development of the area. 19.20.040

> Frontage on high volume traffic ways shall be provided with parallel service streets or other appropriate medium of access. 19.20.050
>
> The streets of a subdivision must be connected by surfaced roads to an existing dedicated street. 19.20.090
>
> Right of way needed for the City's street pattern shall be dedicated to the City, 19.20.100
>
> Plats of four or more lots shall provide recreational space. 19.20.110 All plats shall conform to the uses, density, dimensional and other standards of the City's development code. 19.20.120.

Due regard shall be given to topography of the area, the use of streets for utilities, and for rapid traffic purposes. Intersections of streets with high volume traffic routes require special approval. Right angle intersections are preferred.

4. The Examiner cannot help but be impressed by the community spirit demonstrated at the hearings. Those who testified or submitted written materials demonstrated a sincere and earnest concern for their community, and were resistant to any change which they felt would threaten its character or safety. The principal objection was to the improvement of SE 30th Place and 220th Avenue SE and the perceived increases in traffic

it would bring. The expert testimony, however, persuades the Examiner that the fears for the impacts of increased traffic are greatly exaggerated. With the eventual removal of the barrier on SE 32nd Street the increases will be manageable. The policy of the City, as expressed in its approved Comprehensive Plan, is opposed to cul de sac streets and in favor of a cohesive traffic circulation system "Cul de sac streets in new development should only be allowed when connecting neighborhood streets are not feasible due to existing land uses, topography, or other natural and physical restraints." (TP 3.1.2)
It has been requested that if the plat is to be approved as proposed, a barrier be placed on 220th Avenue SE just north of SE 32nd Street until the barrier on SE 32nd Street is removed. The Examiner concludes that traffic from the south is not likely to be such that a barrier is needed. Those headed for SE 28th Street or 212th Avenue SE will take an easier route. Accordingly, the plat as proposed should be approved, subject to conditions, including a condition that the developer must provide a pocket lane for left turns from SE 28th Street to 218th Avenue SE.

5. Any finding of fact deemed to be a conclusion of law is adopted as such.

DECISION

The Hamm 2 Subdivision is approved, subject to the condition in Attachment B.

DONE this 8TH day of December, 2006

Gordon. F. Crandall
Hearing Examiner

Attachment A	Site Plan
Attachment B	Conditions of Approval

RECONSIDERATION

Any final action by the Hearing Examiner may be reconsidered by the Examiner if:

1. The action was based in whole or in part on erroneous facts or information;

2. The action when taken failed to comply with existing laws or regulations applicable thereto;

3. An error of procedure occurred which prevented consideration of the interest of persons directly affected by the action.

The Examiner shall reconsider a final decision pursuant to the rules of the Hearing Examiner.

NOTICE OF RIGHT OF APPEAL

This is a type 3 land use decision pursuant to SMC 20.05.020. Any person with standing to do so, may appeal the decision of the Hearing Examiner by filing a Land Use Petition in the King County Superior Court. Such as petition will be timely if filed with the Court Clerk and served on all parties within twenty-one days of the issuance of the decision. See: RCW 36.70C

Exhibit 2

Exhibit 2

ATTACHMENT A

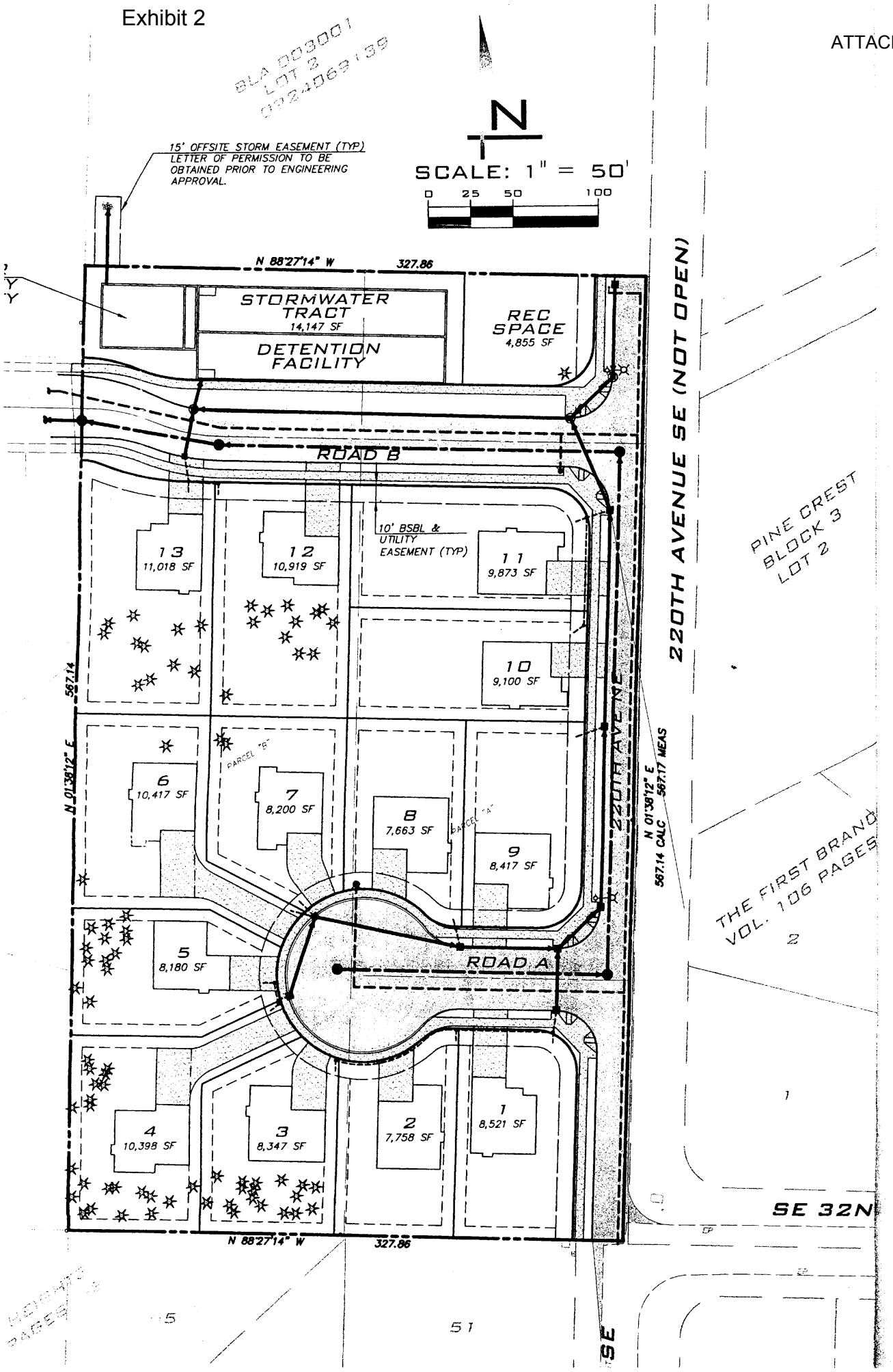


Exhibit 2

Revised Conditions to Hamm-2 October 18, 2006
RECOMMENDED CONDITIONS OF APPROVAL:

On October 10, 2006, the City of Sammamish Department of Community Development recommended preliminary plat approval of the Hamm-2 13-lot subdivision. Recommended approval of this application is based upon, in part, submittal of Exhibits A through H, and is subject to the following conditions of approval:

The Applicant shall comply with the following condition/s:

General Conditions:

1. All construction and upgrading of public and private roads shall be done in accordance with the City of Sammamish Interim Public Works Standards (PWS). Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat.
2. All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design Manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans should show, as a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area stabilization, sediment retention, surface water control, and dust control. Please note that the City prefers the use of catch basins inserts for storm water inlet protection.
3. Current City of Sammamish Standard Plan Notes and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval.
4. 220th Ave SE shall be signed for no parking unless 8-ft gravel shoulder is provided on east side of road. Design and placement shall be approved prior to Final Plat.
5. Road A should be improved as a local public road meeting all requirements of Interim PWS Table 1, Figure 01-05, and City Ordinance 02005-191.
6. Road B should be improved as a local public road meeting all requirements of Interim PWS Table 1, Figure 01-05, and City Ordinance 02005-191. A variation from the local road standard has been approved by the City Engineer to eliminate the north 8-ft parking lane and to replace with a 13-ft wide planter strip. Road B shall be signed for no parking on the north side. Design and placement shall be approved prior to Final Plat.
7. All proposed cul-de-sacs should be designed per Interim PWS.15.120, Figure 01-06, and Figure 02-33.
8. Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual, and the City of Sammamish Stormwater Management Comprehensive Plan.
9. All new street construction for the plat shall include illumination per Article 5 of the City of Sammamish Interim Public Works Standards.

10. Detention facilities for the project shall be provided using the Level 3 Flow Control Menu as specified by the 1998 King County Surface Water Design Manual.

11. Water quality facilities for the project shall be provided using the Sensitive Lake plus Water Quality Treatment Menu (80% phosphorus removal) as specified by the 1998 King County Surface Water Design Manual.

12. The following note shall be shown on the face of the final recorded plat, "For all lots containing or adjacent to infiltration or dispersion trenches, lots shall be graded such that top of trench is below bottom of foundation."

13. All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received;

14. All new utility installation serving the subdivision within plat or along frontage shall be underground.

15. All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to Final Plat recording.

16. A Homeowners Association shall be created to be responsible for maintenance of all common areas. The covenants and restrictions of said homeowners association shall be filed for record at King County.

17. Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, and/or planted medians shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians.

18. Street trees shall be provided per City of Sammamish Interim PWS.15.520.

19. Approval of a preliminary plat does not imply or guarantee approval of any building permit/s, engineering plans, and/or clearing and grading permits, but not limited thereto. All permit requests will be reviewed for compliance with applicable codes, ordinances, laws, rules, and regulations;

20. The land use development standards, as set forth in SMC Chapter 21A, Development Code, shall be included on building permit application site plans, as lot widths and setbacks are vested at the time of preliminary plat application;

21. The plat configuration shall be developed in substantial conformance with the Site Plan by the BlueLine Group, received August 10, 2006 (as revised on September 6, 2006) subject to applicable conditions of approval specified by the Hearings Examiner.

At the time of submittal of construction permits:

22. Preserving existing significant trees in the future ROW shall be reviewed during Final Engineering. Realignment of sidewalks and planter strips will be considered. The final engineering plans shall include identification of any coniferous trees over 8-inch DBH and any deciduous trees over 12-inch DBH located in or adjacent to

the future ROW. A final tree retention plan shall be submitted, meeting the requirements of 21A.35.210.

23. Half street frontage improvements per PWS.15.110 and consistent with Interim PWS Table 1, Figure 01-05, and City Ordinance 02005-191 for a Local Road are required along 220th Avenue SE. Provide 2 additional feet of paving on the east side of the centerline in order to obtain 20-ft of paving for two way access.

24. As specified in section 5.1 of the KCSWDM manual, stormwater from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection. The feasibility of the selected option shall be evaluated during final engineering. The resulting requirement shall be included on the final plat map to ensure compliance. No reduction in flow control facility is given for perforated stub-outs.

25. Prior to final plat approval, all public and private stormwater facilities shall be constructed and in full operation. These facilities shall include the stormwater conveyance system, detention, water quality, and any required monitoring facilities. The conveyance system shall include all drainage structures, piping, ditching, curb, gutter, and road paving with the exception of the final lift of asphalt.

26. Any Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities

27. Public Works and Community Development approval of the applicant's final engineering (issued in the form of a clearing and grading permit) is required prior to initiation of any onsite construction.

28. The entering sight distance for northbound traffic on 218th Ave SE looking east at the intersection of SE 28th Street and 218th Ave SE is substandard. As part of the physical offsite street improvements required with this plat, the Applicant shall improve the intersection of SE 28th Street and 218th Avenue SE by constructing a standard westbound left turn pocket and a northbound left turn acceleration lane on SE 28th Street. Alternative intersection improvement designs that accomplish the same level of safety improvement at this intersection as the left turn improvements described above may be reviewed and considered by the City during Final Engineering for this plat and if selected, shall be approved by the City Engineer. This intersection's improvement design shall be coordinated with the City's design for their South Pine Lake Route walkway project.

Prior to recording:

29. The applicant or subsequent owner(s) shall comply with City of Sammamish Ordinance Nos. 2004-139 and 2004-140, which contains provisions for payment of Road Impact Fees. At the time of Engineering Plan construction permit submittal, a deposit amount shall be equal to fifty percent (50%) of the rates in effect at that time for Impact Fees and SEPA Mitigation Payments, less a credit for any previous deposits paid. At the time of Engineering Plan Approval, a deposit amount shall be equal to seventy five percent (75%) of the rates in effect at that

time for Impact Fees and SEPA Mitigation Payments, less a credit for any previous deposits paid. At the time a Final Plat, Site Development Permit, Conditional Use Permit, or Certificate of Occupancy is approved, the applicant shall make a payment equal to one hundred percent (100%) of the rates in effect at that time for Road Impact Fees and SEPA Mitigation Payments, less a credit for any previous deposits paid.

30. The applicant shall obtain the approval of the Fire Marshal certifying adequacy of the location of the fire hydrant(s). The water and sewer district shall certify the adequacy of the fire hydrant(s) water main(s), and fire flow to meet district requirements prior to final plat approval.

31. Per SMC 21A.105, fifty percent of the school impact fees for lots 1-13, plus an administrative fee shall be paid prior to final plat recording.

32. An application for final plat shall be filed and declared complete within 60 months of the final decision by the hearing examiner on the preliminary plat.0

Conditions to appear on the face of the final plat:

33. **The following note shall be shown on the final** recorded plat: "All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved Construction Drawing on file with the City of Sammamish." This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish.

34. A Homeowners Association shall be created to be responsible for maintenance of all common areas. The covenants and restrictions of said homeowners association shall be filed for record at King County.

35. Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, and/or planted medians shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians.

36. The following note shall be shown on the face of the final recorded plat, "For all lots containing or adjacent to infiltration or dispersion trenches, lots shall be graded such that top of trench is below bottom of foundation."

37. The following note shall be shown on the final recorded plat, "Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.

38. No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws;

39. Maintenance and upkeep of the recreation space contained within the Recreation Tract shall be the responsibility of the Home Owners Association;

40. Trees identified on the final approved tree retention plan have been retained pursuant to the provisions of SMC 21A.35.210. All trees shall be clearly tagged with numbers corresponding to the final tree retention plan on file with the city. Removal of trees of these trees on the final tree retention plan is prohibited unless removal is approved by the City of Sammamish per SMC 21A.35.210. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240.

41. All MPS fees required by City of Sammamish pursuant to SMC Title 14 have been paid.

42. Per SMC 21A.105, fifty percent of the school impact fees were paid at final plat. Fifty percent of the school impact fees, plus an administrative fee shall be paid prior to building permit issuance.

43. Per City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit.

(Hamm 2) aka Evoke at 220th Compliance Matrix - #PLN2005-00080		
No.	**Condition**	**Response**
	GENERAL CONDITIONS:	
1.	ALL CONSTRUCTION AND UPGRADING OF PUBLIC AND PRIVATE ROADS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAMMAMISH INTERIM PUBLIC WORKS STANDARDS (PWS). COMPLIANCE MAY RESULT IN REDUCING THE NUMBER AND/OR LOCATION OF LOTS AS SHOWN ON THE PRELIMINARY APPROVED PLAT.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.
2.	ALL TEMPORARY EROSION AND SEDIMENT CONTROL (TESC) PLANS SHALL BE IN ACCORDANCE TO THE KING COUNTY SURFACE WATER DESIGN MANUAL (KCSWDM 1998) APPENDIX D FOR ALL EROSION AND SEDIMENT CONTROL STANDARDS. TESC PLANS SHOULD SHOW, AS A MINIMUM, CLEARING LIMITS, COVER MEASURES, PERIMETER PROTECTION (SILT FENCE), TRAFFIC AREA STABILIZATION, SEDIMENT RETENTION, SURFACE WATER CONTROL, AND DUST CONTROL. PLEASE NOTE THAT THE CITY PREFERS THE USE OF CATCH BASINS INSERTS FOR STORM WATER INLET PROTECTION.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.
3.	CURRENT CITY OF SAMMAMISH STANDARD PLAN NOTES AND EROSION AND SEDIMENT CONTROL (ESC) NOTES SHALL BE SHOWN ON THE ENGINEERING PLANS SUBMITTED FOR APPROVAL.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.
4.	220TH AVE SE SHALL BE SIGNED FOR NO PARKING UNLESS 8-FT GRAVEL SHOULDER IS PROVIDED ON EAST SIDE OF ROAD. DESIGN AND PLACEMENT SHALL BE APPROVED PRIOR TO FINAL PLAT.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551. Signage was inspected by the City.
5.	ROAD A SHOULD BE IMPROVED AS A LOCAL PUBLIC ROAD MEETING ALL REQUIREMENTS OF INTERIM PWS TABLE 1, FIGURE 01-05, AND CITY ORDINANCE 02005-191.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.
6.	ROAD B SHOULD BE IMPROVED AS A LOCAL PUBLIC ROAD MEETING ALL REQUIREMENTS OF INTERIM PWS TABLE 1, FIGURE 01-05, AND CITY ORDINANCE 02005-191. A VARIATION FROM THE LOCAL ROAD STANDARD HAS BEEN APPROVED BY THE CITY ENGINEER TO ELIMINATE THE NORTH 8-FT PARKING LANE AND TO REPLACE WITH A 13-FT WIDE PLANTER STRIP. ROAD B SHALL BE SIGNED FOR NO PARKING ON THE NORTH SIDE. DESIGN AND PLACEMENT SHALL BE APPROVED PRIOR TO FINAL PLAT.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.
7.	ALL PROPOSED CUL-DE-SACS SHOULD BE DESIGNED PER INTERIM PWS.15.120, FIGURE 01-06, AND FIGURE 02-33.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.
8.	DRAINAGE PLANS, TECHNICAL INFORMATION REPORTS, AND ANALYSIS SHALL COMPLY WITH THE 1998 KING COUNTY SURFACE WATER DESIGN MANUAL, AND THE	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.

(Hamm 2) aka Evoke at 220th Compliance Matrix - #PLN2005-00080		
No.	**Condition**	**Response**
	CITY OF SAMMAMISH STORMWATER MANAGEMENT COMPREHENSIVE PLAN.	
9.	ALL NEW STREET CONSTRUCTION FOR THE PLAT SHALL INCLUDE ILLUMINATION PER ARTICLE 5 OF THE CITY OF SAMMAMISH INTERIM PUBLIC WORKS STANDARDS.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.
10.	DETENTION FACILITIES FOR THE PROJECT SHALL BE PROVIDED USING THE LEVEL 3 FLOW CONTROL MENU AS SPECIFIED BY THE 1998 KING COUNTY SURFACE WATER DESIGN MANUAL.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.
11.	WATER QUALITY FACILITIES FOR THE PROJECT SHALL BE PROVIDED USING THE SENSITIVE LAKE PLUS WATER QUALITY TREATMENT MENU (80% PHOSPHORUS REMOVAL) AS SPECIFIED BY THE 1998 KING COUNTY SURFACE WATER DESIGN MANUAL.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.
12.	THE FOLLOWING NOTE SHALL BE SHOWN ON THE FACE OF THE FINAL RECORDED PLAT, "FOR ALL LOTS CONTAINING OR ADJACENT TO INFILTRATION OR DISPERSION TRENCHES, LOTS SHALL BE GRADED SUCH THAT TOP OF TRENCH IS BELOW BOTTOM OF FOUNDATION."	See Note 1.4, Sheet 5 of the Final Plat document.
13.	ALL CONSTRUCTION AND SITE DEVELOPMENT ACTIVITIES RELATED TO THE PLAT ARE PROHIBITED UNTIL THE PRELIMINARY DECISION BECOMES EFFECTIVE, AND ALL APPLICABLE PERMITS ARE RECEIVED;	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.
14.	ALL NEW UTILITY INSTALLATION SERVING THE SUBDIVISION WITHIN PLAT OR ALONG FRONTAGE SHALL BE UNDERGROUND.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.
15.	ALL UTILITIES WITHIN PROPOSED RIGHTS OF WAY MUST BE INCLUDED WITHIN A FRANCHISE AGREEMENT APPROVED BY THE CITY COUNCIL PRIOR TO FINAL PLAT RECORDING.	All utilities within the right of way have franchise agreements
16.	A HOMEOWNERS ASSOCIATION SHALL BE CREATED TO BE RESPONSIBLE FOR MAINTENANCE OF ALL COMMON AREAS. THE COVENANTS AND RESTRICTIONS OF SAID HOMEOWNERS ASSOCIATION SHALL BE FILED FOR RECORD AT KING COUNTY.	The CC and Rs were submitted with the final plat and will be recorded at the time of final plat recording.
17.	MAINTENANCE OF LANDSCAPE STRIPS SEPARATING THE SIDEWALK FROM THE ROADWAY, PLANTER ISLANDS, AND/OR PLANTED MEDIANS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. IF THE MAINTENANCE RESPONSIBILITIES ARE NOT ADDRESSED IN THE HOMEOWNERS ASSOCIATION COVENANTS AND RESTRICTIONS, THEN THE ABUTTING PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR	See Note 1.3, Sheet 5 of the Final Plat document.

(Hamm 2) aka Evoke at 220th Compliance Matrix - #PLN2005-00080		
No.	**Condition**	**Response**
	LANDSCAPING STRIPS, PLANTER ISLANDS, OR PLANTED MEDIANS.	
18.	STREET TREES SHALL BE PROVIDED PER CITY OF SAMMAMISH INTERIM PWS.15.520.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551. The Street trees were bonded for under BLD2007-00551
19.	APPROVAL OF A PRELIMINARY PLAT DOES NOT IMPLY OR GUARANTEE APPROVAL OF ANY BUILDING PERMIT/S, ENGINEERING PLANS, AND/OR CLEARING AND GRADING PERMITS, BUT NOT LIMITED THERETO. ALL PERMIT REQUESTS WILL BE REVIEWED FOR COMPLIANCE WITH APPLICABLE CODES, ORDINANCES, LAWS, RULES, AND REGULATIONS;	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.
20.	THE LAND USE DEVELOPMENT STANDARDS, AS SET FORTH IN SMC CHAPTER 21A, DEVELOPMENT CODE, SHALL BE INCLUDED ON BUILDING PERMIT APPLICATION SITE PLANS, AS LOT WIDTHS AND SETBACKS ARE VESTED AT THE TIME OF PRELIMINARY PLAT APPLICATION;	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.
21.	THE PLAT CONFIGURATION SHALL BE DEVELOPED IN SUBSTANTIAL CONFORMANCE WITH THE SITE PLAN BY THE BLUELINE GROUP, RECEIVED AUGUST 10, 2006 (AS REVISED ON SEPTEMBER 6, 2006) SUBJECT TO APPLICABLE CONDITIONS OF APPROVAL SPECIFIED BY THE HEARINGS EXAMINER.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.
AT THE TIME OF SUBMITTAL OF CONSTRUCTION PERMITS:		
22.	PRESERVING EXISTING SIGNIFICANT TREES IN THE FUTURE ROW SHALL BE REVIEWED DURING FINAL ENGINEERING. REALIGNMENT OF SIDEWALKS AND PLANTER STRIPS WILL BE CONSIDERED. THE FINAL ENGINEERING PLANS SHALL INCLUDE IDENTIFICATION OF ANY CONIFEROUS TREES OVER 8-INCH DBH AND ANY DECIDUOUS TREES OVER 12-INCH DBH LOCATED IN OR ADJACENT TO THE FUTURE ROW. A FINAL TREE RETENTION PLAN SHALL BE SUBMITTED, MEETING THE REQUIREMENTS OF 21A.35.210.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551. The trees are located in tracts C and D.
23.	HALF STREET FRONTAGE IMPROVEMENTS PER PWS.15.110 AND CONSISTENT WITH INTERIM PWS TABLE 1, FIGURE 01-05, AND CITY ORDINANCE 02005-191 FOR A LOCAL ROAD ARE REQUIRED ALONG 220TH AVENUE SE. PROVIDE 2 ADDITIONAL FEET OF PAVING ON THE EAST SIDE OF THE CENTERLINE IN ORDER TO OBTAIN 20-FT OF PAVING FOR TWO WAY ACCESS.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551. Final lift of Asphalt and street trees were bonded for under BLD2007-00551
24.	AS SPECIFIED IN SECTION 5.1 OF THE KCSWDM MANUAL, STORMWATER FROM ROOF DRAINS SHALL BE INFILTRATED, DISPERSED, OR CONNECTED TO THE STORM SYSTEM WITH A PERFORATED STUB-OUT	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.

(Hamm 2) aka Evoke at 220th Compliance Matrix - #PLN2005-00080		
No.	**Condition**	**Response**
	CONNECTION. THE FEASIBILITY OF THE SELECTED OPTION SHALL BE EVALUATED DURING FINAL ENGINEERING. THE RESULTING REQUIREMENT SHALL BE INCLUDED ON THE FINAL PLAT MAP TO ENSURE COMPLIANCE. NO REDUCTION IN FLOW CONTROL FACILITY IS GIVEN FOR PERFORATED STUB-OUTS.	
25.	PRIOR TO FINAL PLAT APPROVAL, ALL PUBLIC AND PRIVATE STORMWATER FACILITIES SHALL BE CONSTRUCTED AND IN FULL OPERATION. THESE FACILITIES SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM, DETENTION, WATER QUALITY, AND ANY REQUIRED MONITORING FACILITIES. THE CONVEYANCE SYSTEM SHALL INCLUDE ALL DRAINAGE STRUCTURES, PIPING, DITCHING, CURB, GUTTER, AND ROAD PAVING WITH THE EXCEPTION OF THE FINAL LIFT OF ASPHALT.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551. The City has inspected and approved the facilities and they are operational. The applicant has bonded for landscaping and the right of way, drainage improvements and the street trees under BLD2007-00551.
26.	ANY SURFACE WATER MANAGEMENT FACILITIES REQUIRED FOR THIS SUBDIVISION SHALL BE CONTAINED WITHIN A SEPARATE TRACT OF LAND AND SHALL BE DEDICATED TO THE CITY OF SAMMAMISH FOR MAINTENANCE AND OPERATION. THE SIZE OF THE PROPOSED DRAINAGE TRACTS MAY HAVE TO INCREASE TO ACCOMMODATE THE REQUIRED DETENTION STORAGE VOLUMES AND WATER QUALITY FACILITIES	The project was reviewed and approved for compliance under the site development permit BLD2007-00551. The drainage facilities are located in Tract E. The City has inspected and approved the drainage facilities.
27.	PUBLIC WORKS AND COMMUNITY DEVELOPMENT APPROVAL OF THE APPLICANT'S FINAL ENGINEERING (ISSUED IN THE FORM OF A CLEARING AND GRADING PERMIT) IS REQUIRED PRIOR TO INITIATION OF ANY ONSITE CONSTRUCTION.	The project was reviewed and approved for compliance under the site development permit BLD2007-00551.
	PRIOR TO RECORDING:	
28.	THE APPLICANT OR SUBSEQUENT OWNER(S) SHALL COMPLY WITH CITY OF SAMMAMISH ORDINANCE NOS. 2004-139 AND 2004-140, WHICH CONTAINS PROVISIONS FOR PAYMENT OF ROAD IMPACT FEES. AT THE TIME OF ENGINEERING PLAN CONSTRUCTION PERMIT SUBMITTAL, A DEPOSIT AMOUNT SHALL BE EQUAL TO FIFTY PERCENT (50%) OF THE RATES IN EFFECT AT THAT TIME FOR IMPACT FEES AND SEPA MITIGATION PAYMENTS, LESS A CREDIT FOR ANY PREVIOUS DEPOSITS PAID. AT THE TIME OF ENGINEERING PLAN APPROVAL, A DEPOSIT AMOUNT SHALL BE EQUAL TO SEVENTY FIVE PERCENT (75%) OF THE RATES IN EFFECT AT THAT TIME FOR IMPACT FEES AND SEPA MITIGATION PAYMENTS, LESS A CREDIT FOR ANY PREVIOUS DEPOSITS PAID. AT THE TIME A FINAL PLAT, SITE DEVELOPMENT PERMIT, CONDITIONAL USE PERMIT, OR CERTIFICATE OF OCCUPANCY IS APPROVED,	The balance due on the 100% of the road impact fees, $96,550.74, was paid on February 8, 2013.

(Hamm 2) aka Evoke at 220th Compliance Matrix - #PLN2005-00080		
No.	**Condition**	**Response**
	THE APPLICANT SHALL MAKE A PAYMENT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE RATES IN EFFECT AT THAT TIME FOR ROAD IMPACT FEES AND SEPA MITIGATION PAYMENTS, LESS A CREDIT FOR ANY PREVIOUS DEPOSITS PAID.	
29.	THE APPLICANT SHALL OBTAIN THE APPROVAL OF THE FIRE MARSHAL CERTIFYING ADEQUACY OF THE LOCATION OF THE FIRE HYDRANT(S). THE WATER AND SEWER DISTRICT SHALL CERTIFY THE ADEQUACY OF THE FIRE HYDRANT(S) WATER MAIN(S), AND FIRE FLOW TO MEET DISTRICT REQUIREMENTS PRIOR TO FINAL PLAT APPROVAL.	The Sammamish Plateau Water and Sewer District notified the Fire Marshall on February 5, 2013 that the hydrants had been tested and were operational.
30.	PER SMC 21A.105, FIFTY PERCENT OF THE SCHOOL IMPACT FEES FOR LOTS 1-13, PLUS AN ADMINISTRATIVE FEE SHALL BE PAID PRIOR TO FINAL PLAT RECORDING.	See Note 1.8, Sheet 5 of the Final Plat document. Fifty percent of the school impact fees ($21,408.00) were paid on December 14, 2012..
31.	AN APPLICATION FOR FINAL PLAT SHALL BE FILED AND DECLARED COMPLETE WITHIN 60 MONTHS OF THE FINAL DECISION BY THE HEARING EXAMINER ON THE PRELIMINARY PLAT.	Persuant to RCW 58.17.140, Time limitations for approval of plats has been extended to seven (7) years. As adopted by the City of Sammamish, "Preliminary subdivision approval shall be effective for a period of 84 months for any plats receiving preliminary approval between January 1, 2004, and December 31, 2014, and 60 months thereafter". [Ref. SMC 19A.12.020(1)] Therefore, an application for final plat shall be filed and declared complete within 84 months of preliminary plat approval, issued by Hearing Examiner on December 8, 2006. This application was submitted on August 27, 2012 before expiration date of December 8, 2013.
CONDITIONS TO APPEAR ON THE FACE OF THE FINAL PLAT:		
32.	THE FOLLOWING NOTE SHALL BE SHOWN ON THE FINAL RECORDED PLAT: "ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWING ON FILE WITH THE CITY OF SAMMAMISH." THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS SHALL BE CONSTRUCTED AND APPROVED PRIOR TO FINAL BUILDING INSPECTION APPROVAL. FOR THOSE LOTS THAT ARE DESIGNATED FOR INDIVIDUAL LOT INFILTRATION SYSTEMS, THE SYSTEMS SHALL BE DESIGNED AND CONSTRUCTED AS PART OF THE BUILDING PERMIT PROCESS AND SHALL COMPLY WITH THE APPROVED CONSTRUCTION DRAWINGS ON FILE WITH THE CITY OF SAMMAMISH.	See Note 1.1 on Sheet 5 of the Final Plat document.

(Hamm 2) aka Evoke at 220th Compliance Matrix - #PLN2005-00080		
No.	**Condition**	**Response**
33.	A HOMEOWNERS ASSOCIATION SHALL BE CREATED TO BE RESPONSIBLE FOR MAINTENANCE OF ALL COMMON AREAS. THE COVENANTS AND RESTRICTIONS OF SAID HOMEOWNERS ASSOCIATION SHALL BE FILED FOR RECORD AT KING COUNTY.	The CC and Rs will be recorded with the Final Plat. A Certificate of Formation from the State Auditor will be provided. The CC&R's been provided for City review. See Notes 1.2, 1.3, and 2.3 on the Final Plat document.
34.	MAINTENANCE OF LANDSCAPE STRIPS SEPARATING THE SIDEWALK FROM THE ROADWAY, PLANTER ISLANDS, AND/OR PLANTED MEDIANS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. IF THE MAINTENANCE RESPONSIBILITIES ARE NOT ADDRESSED IN THE HOMEOWNERS ASSOCIATION COVENANTS AND RESTRICTIONS, THEN THE ABUTTING PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS, PLANTER ISLANDS, OR PLANTED MEDIANS.	See Note 1.3 on Sheet 5 of the Final Plat document. The CC&R's will be provided for City review.
35.	THE FOLLOWING NOTE SHALL BE SHOWN ON THE FACE OF THE FINAL RECORDED PLAT, "FOR ALL LOTS CONTAINING OR ADJACENT TO INFILTRATION OR DISPERSION TRENCHES, LOTS SHALL BE GRADED SUCH THAT TOP OF TRENCH IS BELOW BOTTOM OF FOUNDATION."	See Note 1.4 on Sheet 5 of the Final Plat document.
36.	THE FOLLOWING NOTE SHALL BE SHOWN ON THE FINAL RECORDED PLAT, "METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWNSPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED.	See Note 1.5 on Sheet 5 of the Final Plat document.
37.	NO LOT OR PORTION OF A LOT SHALL BE SUBDIVIDED AND SOLD, OR RESOLD, OR ITS OWNERSHIP CHANGED OR TRANSFERRED IN VIOLATION OF APPLICABLE CITY, COUNTY, STATE, OR FEDERAL STANDARDS, RULES, REGULATIONS OR LAWS;	See Note 1.11 on Sheet 5 of the Final Plat document.
38.	MAINTENANCE AND UPKEEP OF THE RECREATION SPACE CONTAINED WITHIN THE RECREATION TRACT SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION;	See Note 2.3 on Sheet 5 of the Final Plat document, Tracts C and D.
39.	TREES IDENTIFIED ON THE FINAL APPROVED TREE RETENTION PLAN HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. ALL TREES SHALL BE CLEARLY TAGGED WITH NUMBERS CORRESPONDING TO THE FINAL TREE RETENTION PLAN ON FILE WITH THE CITY. REMOVAL OF THESE TREES ON THE FINAL TREE RETENTION PLAN IS PROHIBITED UNLESS REMOVAL IS APPROVED BY THE CITY OF SAMMAMISH PER SMC	All retained trees are located in Tracts C and D. See Note 1.6 on Sheet 5 of the Final Plat document.

(Hamm 2) aka Evoke at 220th Compliance Matrix - #PLN2005-00080		
No.	**Condition**	**Response**
	21A.35.210. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240.	
40.	ALL MPS FEES REQUIRED BY CITY OF SAMMAMISH PURSUANT TO SMC TITLE 14 HAVE BEEN PAID.	The fees were paid on June 11, 2007 (30%). The balance was paid on February 8, 2013, $96,550.74. All of the required MPS fees have been paid. See Note 1.7 on Sheet 5 of the Final Plat document.
41.	PER SMC 21A.105, FIFTY PERCENT OF THE SCHOOL IMPACT FEES WERE PAID AT FINAL PLAT. FIFTY PERCENT OF THE SCHOOL IMPACT FEES, PLUS AN ADMINISTRATIVE FEE SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE.	50% of the fees were paid on December 14, 2012. The balance of the fees will be paid at the time of building permit issuance. See Note 1.8 on Sheet 5 of the Final Plat document.
42.	PER CITY OF SAMMAMISH ORDINANCE NO. 02002-112, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, FOR EACH NEW RESIDENTIAL DWELLING UNIT.	See Note 1.9 on Sheet 5 of the Final Plat document.

Exhibit 4

iMAP

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 3/28/2013 Source: King County iMAP - Property Information (http://www.metrokc.gov/GIS/iMAP)

King County

HAMM 2 (EVOKE AT PINE LAKE) VICINITY MAP

Exhibit 5

VOL./PAGE

EVOKE AT PINE LAKE

SE 1/4, NW 1/4, SEC. 9, TWP 24N., R. 6E., W.M.

CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST KING COUNTY, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY KING COUNTY.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD KING COUNTY, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUBSURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING KING COUNTY, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF KING COUNTY, ITS SUCCESSORS, OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS:

THE QUADRANT CORPORATION, A WASHINGTON CORPORATION

BY: .....

TITLE: Asst. Vice President

ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF King

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Pete Lymberis SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/~~SHE~~ WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Asst. Vice President OF THE QUADRANT CORPORATION, A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 2-20-13

SIGNATURE OF NOTARY PUBLIC: .....

PRINTED NAME OF NOTARY PUBLIC: Kathleen S. Goldsmith

RESIDING AT: Kirkland

MY APPOINTMENT EXPIRES: 3-10-13

KATHLEEN S GOLDSMITH
COMMISSION EXPIRES
NOTARY PUBLIC
3-10-2013
STATE OF WASHINGTON

APPROVALS

CITY OF SAMMAMISH

EXAMINED AND APPROVED PER SMC 19A.16 THIS ..... DAY OF 2013

.....
DIRECTOR OF COMMUNITY DEVELOPMENT, CITY OF SAMMAMISH

.....
CITY ENGINEER, CITY OF SAMMAMISH

.....
MAYOR, CITY OF SAMMAMISH

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS ..... DAY OF 2013

....
KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBERS: 092406-9004 AND 092406-9032

FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS, OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL.

THIS ..... DAY OF 2013

.....
MANAGER, FINANCE DIVISION

.....
DEPUTY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF EVOKE AT PINE LAKE IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON; THAT THE MONUMENTS WILL BE SET AND THE LOTS AND TRACTS WILL BE STAKED CORRECTLY ON THE GROUND AS CONSTRUCTION IS COMPLETED; AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.

2-20-13

LEE NYQUIST
CERTIFICATE NO. 38984
GOLDSMITH
1215 114TH AVE. S.E.
BELLEVUE, WASHINGTON 98004
TELEPHONE (425) 462-1080

DATE

LEE D. NYQUIST
STATE OF WASHINGTON
38984
REGISTERED
PROFESSIONAL LAND SURVEYOR

RECORDING CERTIFICATE

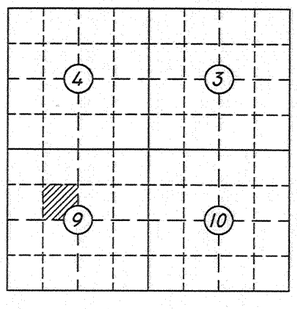
RECORDING NO .....

FILED FOR RECORD AT THE REQUEST OF THE KING COUNTY COUNCIL THIS ..... DAY OF ..... 2013, AT ..... MINUTES PAST ... M AND RECORDED IN VOLUME ..... OF PLATS, PAGES ..... RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

....
MANAGER SUPERINTENDENT OF RECORDS

TWP. 25N., R. 6E., W.M.
TWP. 24N., R. 6E., W.M.



SE 1/4, NW 1/4, SEC. 9, TWP 24N., R. 6E., W.M.

GOLDSMITH
LAND DEVELOPMENT SERVICES
1215 114th Ave SE, Bellevue, WA 98004 | PO Box 3565, Bellevue, WA 98009
T 425 462 1080 F 425 462 7719 www.goldsmithengineering.com

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SHEET 1 OF 5

City of Sammamish File No. PLN2005-00080

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Exhibit 5

VOL./PAGE

EVOKE AT PINE LAKE

SE 1/4, NW 1/4, Sec. 9, TWP 24N., R. 6E., W.M.

CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

Legal Description

Parcel A:

That portion of the East one-quarter of Government Lot 4, Section 9, Township 24 North, Range 6 East, Willamette Meridian, in King County, Washington, lying Southerly of J.A. Huvinen Road (SE 28th Street), said one-quarter subdivision being ascertained by apportionment along the South line of said Government Lot 4 and not by area, described as follows:

Commencing at the intersection of the West line of said East one-quarter with the South line of said J.A. Huvinen Road;
Thence South 01°38'12" West, along said West line for 1,249.14 feet to the South line of said Government Lot 4;
Thence South 88°27'14" East, along said South line, for 163.93 feet, to the Point of Beginning;
Thence continuing South 88°27'14" East for 163.93 feet to the Southeast corner of said Government Lot 4;
Thence North 01°38'12" East along the East line of said Government Lot 4, for 567.14 feet;
Thence North 88°27'14" West, parallel with the South line of said Government Lot 4, for 163.93 feet;
Thence South 01°38'12" West for 567.14 feet to the Point of Beginning;

(Also known as Lot 3, City of Sammamish, Boundary Line Adjustment Number BLA-003001, recorded March 24, 2003 under Recording Number 20030324900003).

Parcel B:

That portion of the West 164.03 feet of the East 328.06 feet of Government Lot 4 of Section 9, Township 24 North, Range 6 East, W.M., in King County, Washington, which lies Southerly of the Huvinen County Road;
The North and South lines of said tract to be parallel to the South line of said Government Lot 4;

Except the North 682 feet as measured along the West line thereof.

Survey Procedure and Precision

1. Horizontal datum: NAD 83/91 Washington North Zone converted to ground. King County GPS Survey Control Point #1992 with a published State Plane (north zone) Coordinate of N214807.180 feet, E1340438.780 feet. Grid equals ground at this point only.

2. Basis of position (State Plane and Coordinates and Cadastral): above noted King County GPS Survey Control Point #1992, a monument found at the intersection of 218th Ave. S.E. and S.E. 30th Pl. in the plat of "Pine Lake Heights No. 2".

3. Basis of bearing (State Plane Coordinates): GPS derived Washington State Plane Coordinate System based upon the occupation of the above mentioned basis of position and simultaneous occupations with King County GPS Survey Control point #1659 and monuments in surrounding plats as well as Goldsmith conventional traverse points.

4. Horizontal Datum: NAD 83/91.

5. Basis of Bearing (Cadastral): Held bearing between between the above noted Basis of Position and found monumented intersection of 218th Ave. S.E. and S.E. 29th Court to be N 1° 30' 11" E (NAD 83/91).

6. Surveying performed in conjunction with this Plat utilized one or more of the following survey instruments and procedures:

   A. Field traverse and/or Global Navigation Satellite System (GNSS) positioning.
   B. Electronic total stations, including Topcon GPT 3005, Topcon GTS-3C, Topcon GTS 815A, Nikon DTM-430 or Nikon DTM-530.
   C. Leica System 300 GNSS equipment.
   D. Topcon Hiper Lite Plus GNSS Equipment.
   E. Topcon GR-3 GNSS Equipment.

   All field traverse work complies with current standards as outlined in WAC 332-130-070, 080 and 090. All instruments maintained to manufacturer's specifications as required by WAC 332-130-100.

7. Parcel, Tract Corner, and Street Monument Designations:

   Rear corners: 1/2" diameter 24" long rebar with cap PLS 28070, 29277, 38984.
   Front corners: Lead and Tack with washer in concrete curb, on property line extended PLS 38984.
   Fillets fronting street rights-of-way are not delineated with corner markers.

   Street Monuments: Concrete Monument with 2" brass disk, stamped PLS 38984 in case.

   If, at the time of recording of this plat, the final lift of pavement is not in place, temporary monuments will be set in the same positions as the permanent monuments. Temporary monuments will consist of PK nails with washer stamped PLS 38984.

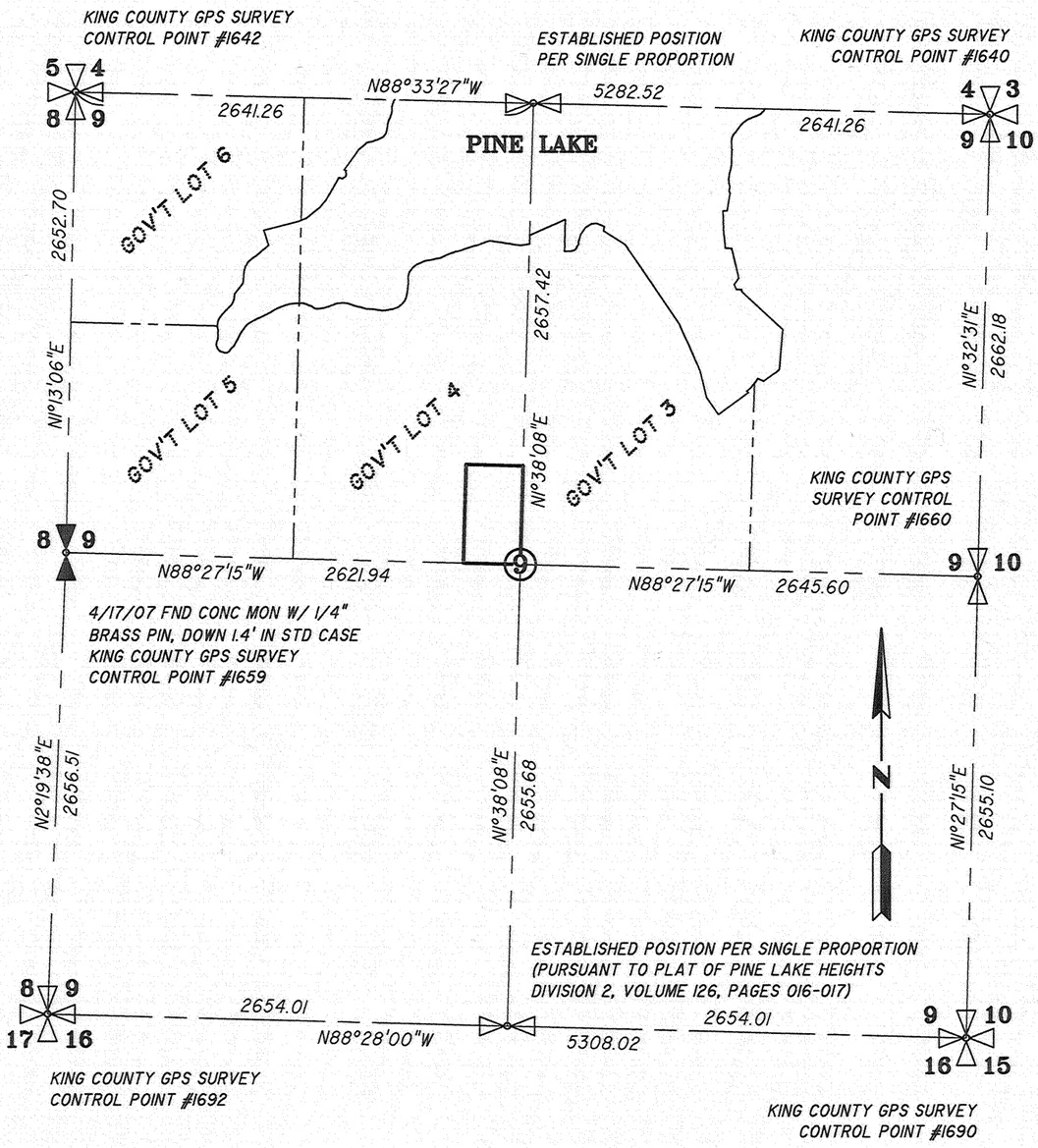
8. All units shown are expressed in U.S. survey feet (ground distances, not grid distances), unless otherwise specified.

9. The subdivision breakdown shown hereon is per published King County GPS Survey Control Information. The North and South Quarter Corner positions were established using single proportionate calculations. The boundary shown hereon is calculated per said subdivision.

10. Monuments observed within the plats of "The First Branch" and "Pine Lake Heights" were found to be within reasonable tolerance using plat calculations and the above noted subdivision. Monuments observed within the plat of "Pine Lake Heights No. 2" were held as the basis of position as noted above. The bearing of S.E. 30th Place was calculated using plat angle.

11. The following records were referenced as a part of the subdivision and boundary determination:

- Record of survey by Jones Associates, Incorporated, Volume 30, Page 144, Recording number 8201279002.
- Record of survey by Baima & Holberg, Incorporated, Volume 168, Page 218, Recording number 20040311900006.
- Record of survey by Baima - Hoskins and Associates, Volume 8, Page 14, Recording number 7612029014.
- Record of survey by Triad Associates, Volume 68, Page 115, Recording number 8909209001.
- Plat of Pine Lake Heights, Volume 100, Pages 1-3, Recording number 1976052550520.
- Plat of Pine Lake Heights Division 2, Volume 126, Pages 16-17, Recording number 8401070655.
- Plat of the First Branch, Volume 106, Pages 94-96, Recording number 7805310761.
- City of Sammamish Boundary Line Adjustment number BLA-003001, Volume 158, Pages 254, 254A-254D, Recording number 20030324900003.
- Record of Survey, Volume 140, Pages 18, 18A, Recording number 20000907900010.
- GLO Township Plat, Township 24 North, Range 6 East, Willamette Meridian.



Control Map

0 400 800 1600
SCALE: 1" = 800'

City of Sammamish File No. PLN2005-00080

LEE D. NYGUIST STATE OF WASHINGTON 38984 REGISTERED PROFESSIONAL LAND SURVEYOR 2-20-17

GOLDSMITH
LAND DEVELOPMENT SERVICES
1215 114th Ave SE, Bellevue, WA 98004 | PO Box 3565, Bellevue, WA 98009
T 425 462 1080 F 425 462 7719 www.goldsmithengineering.com

SHEET 2 OF 5

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Exhibit 5

VOL./PAGE

EVOKE AT PINE LAKE

SE 1/4, NW 1/4, SEC. 9, TWP 24N., R. 6E., W.M.

CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

RESTRICTIONS OF RECORD

ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM INFORMATION CONTAINED IN FIRST AMERICAN TITLE INSURANCE COMPANY, PLAT CERTIFICATE, ORDER NO. NCS-550943-WA1, DATED JUNE 15, 2012 AND SUPPLEMENTAL COMMITMENTS THERETO DATED PRIOR TO THE RECORDING OF THIS PLAT. IN PREPARING THIS MAP, HUGH G. GOLDSMITH AND ASSOCIATES, INC., CONDUCTED NO INDEPENDENT TITLE SEARCH, NOR IS HUGH G. GOLDSMITH AND ASSOCIATES, INC., AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED PLAT CERTIFICATE. HUGH G. GOLDSMITH AND ASSOCIATES, INC., HAS RELIED WHOLLY ON FIRST AMERICAN TITLE'S REPRESENTATION OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE HUGH G. GOLDSMITH AND ASSOCIATES, INC., QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

1. RESTRICTION 1 IS IN REGARDS TO FISCAL ISSUES.

2. RESTRICTION 2 IS IN REGARDS TO FISCAL ISSUES.

3. FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR WATER OR SEWER FACILITIES OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED APRIL 14, 2004, DECEMBER 1, 2004, JANUARY 26, 2006 AND JANUARY 6, 2011 UNDER RECORDING NOS. 20040414002865, 20041201000040, 20060126001770, 20110106000751 AND 20110106000801.

4. RESERVATIONS AND EXCEPTIONS, INCLUDING THE TERMS AND CONDITIONS THEREOF:

RESERVING:	COAL, OIL, GAS AND MINERAL RIGHTS
RESERVED BY:	WEYERHAEUSER TIMBER CO., A WASHINGTON CORPORATION
RECORDED:	DECEMBER 7, 1905
RECORDING INFORMATION:	365885

5. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES FOR 220TH AVENUE SE AS GRANTED BY DEED RECORDED SEPTEMBER 21, 1936 UNDER RECORDING NO. 2913942.
(AFFECTS PARCEL A)

6. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:

RECORDING INFORMATION:	NOVEMBER 7, 1977 UNDER RECORDING NO. 7711070752
IN FAVOR OF:	PACIFIC NORTHWEST BELL TELEPHONE COMPANY, A WASHINGTON CORPORATION
FOR:	BURIED COMMUNICATION CABLES
AFFECTS:	(SOUTHERLY 15 FEET OF PARCEL B) AS DESCRIBED THEREIN.

7. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:

RECORDING INFORMATION:	NOVEMBER 7, 1977 UNDER RECORDING NO. 7711070753
IN FAVOR OF:	PACIFIC NORTHWEST BELL TELEPHONE COMPANY, A WASHINGTON CORPORATION
FOR:	BURIED COMMUNICATION CABLES
AFFECTS:	(SOUTHERLY 10 FEET OF PARCEL A) AS DESCRIBED THEREIN.

8. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:

RECORDING INFORMATION:	SEPTEMBER 12, 1978 UNDER RECORDING NO. 7809120808
IN FAVOR OF:	PUGET SOUND POWER & LIGHT COMPANY, A WASHINGTON CORPORATION
FOR:	AN UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM
AFFECTS:	AS DESCRIBED THEREIN.

9. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE OF ADOPTING AN AGENT TO RECEIVE CLAIMS FOR DAMAGES AGAINST THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT" RECORDED MAY 3, 2005 AS RECORDING NO. 20050503000993 OF OFFICIAL RECORDS.

10. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT AGREEMENT" RECORDED APRIL 23, 2007 AS RECORDING NO. 20070423000667 OF OFFICIAL RECORDS.
DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED SEPTEMBER 23, 2011 AS RECORDING NO. 20110923000508 OF OFFICIAL RECORDS.

11. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "TEMPORARY EASEMENT AGREEMENT" RECORDED FEBRUARY 6, 2008 AS RECORDING NO. 20080206000871 OF OFFICIAL RECORDS.
ASSIGNMENT OF GRANT OF TEMPORARY EASEMENT:

ASSIGNEE:	THE QUADRANT CORPORATION, A WASHINGTON NONPROFIT CORPORATION
DATED:	DECEMBER 19, 2011
RECORDED:	JANUARY 6, 2012
RECORDING NO.:	20120106000237

12. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE OF OBLIGATION TO CONSTRUCT DEVELOPER EXTENSION AGREEMENT WATER AND SEWER IMPROVEMENTS PURSUANT TO CHAPTER 57.22 RCW" RECORDED NOVEMBER 18, 2008 AS RECORDING NO. 200811180001298 OF OFFICIAL RECORDS.

13. MATTERS THAT MAY BE DISCLOSED UPON RECORDATION OF FINAL SUBDIVISION.

14. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT" RECORDED JULY 26, 2012 AS 20120726001075 OF OFFICIAL RECORDS.

UTILITY EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE REGIONAL TELEPHONE PROVIDER, REGIONAL CABLE TELEVISION PROVIDER, PUGET SOUND ENERGY, THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, AND THE CITY OF SAMMAMISH, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON A STRIP OF LAND BEING 10 FEET IN WIDTH WITHIN ALL LOTS, PARCELS AND TRACTS, PARALLEL WITH AND ADJOINING THE FRONTAGE OF ALL STREETS DEDICATED AS A PART OF THIS PLAT, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN WATER SYSTEM FACILITIES, SEWER SYSTEM FACILITIES, STORM DRAINAGE FACILITIES, ROAD AND SIDEWALK IMPROVEMENTS, UNDERGROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, TV, GAS, WATER, SEWER, STORM DRAINAGE AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED.

IN ADDITION TO THE BENEFICIARIES STATED ABOVE, THE UNDERLYING PROPERTY OWNERS ADJACENT TO SAID EASEMENTS SHALL HAVE THE RIGHT TO ENTER SAID EASEMENT TO PERFORM MAINTENANCE, REPAIR OR REPLACEMENT OF SANITARY SEWER SERVICE LINES AND WATER SERVICE LINES AND ROOF/YARD/STORM DRAINAGE LINES, FROM WHICH SAID PROPERTY OWNERS DIRECTLY BENEFIT, IN THE ORIGINAL "AS CONSTRUCTED" LOCATION.

THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY SAID ENTERING ENTITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE OR CABLE TV SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

PUBLIC DRAINAGE EASEMENT PROVISIONS

THE PUBLIC DRAINAGE EASEMENTS SHOWN HEREON, ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE STORM DRAINAGE FACILITIES LYING WITHIN SAID EASEMENTS, ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES.

WATER AND SEWER EASEMENT PROVISIONS

AN EASEMENT IS HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT OVER, UNDER, THROUGH AND UPON THE EASEMENTS SHOWN ON THIS PLAT DESCRIBED AS "WATER ESMT" OR "SEWER ESMT" AND TRACTS A AND B.

IN WHICH TO INSTALL, LAY, CONSTRUCT, MAINTAIN, INSPECT, REPLACE, REPAIR, REMOVE, RENEW, USE AND OPERATE WATER AND SEWER SYSTEMS AND APPURTENANCES FOR THIS PLAT AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIMES WITH ALL NECESSARY MAINTENANCE AND CONSTRUCTION EQUIPMENT FOR THE PURPOSES STATED. THE GRANTOR COVENANTS THAT NO STRUCTURES SHALL BE CONSTRUCTED OR ERECTED OVER, UPON OR WITHIN THESE EASEMENTS, INCLUDING FENCES OR ROCKERIES, AND NO TREES, BUSHES OR OTHER SHRUBBERY SHALL BE PLANTED IN THE AREA OF GROUND FOR WHICH THE EASEMENT IN FAVOR OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT HAS BEEN APPROVED.

FOR EASEMENTS ACROSS THE ENTIRETY OF TRACT A AND TRACT B (I.E. PRIVATE ACCESS TRACTS FOR INGRESS, EGRESS UTILITIES AND PRIVATE DRAINAGE) THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY COSTS OF PAVEMENT REPLACEMENT OR REPAIR NECESSITATED BY DAMAGE INCURRED THROUGH THE NORMAL OPERATION OR MAINTENANCE OF THE WATER AND/OR SEWER FACILITIES, EXCEPT THAT IN THE EVENT THAT THE SURFACING IS REMOVED BY THE GRANTEE FOR ANY UNDERGROUND CONSTRUCTION, UNDERGROUND REPAIR OR REPLACEMENT OF THE WATER AND/OR SEWER LINES, THE SURFACING SHALL BE RESTORED AS NEARLY AS REASONABLY POSSIBLE TO ITS CONDITIONS PRIOR TO PLACEMENT OF THE WATER OR SEWER.

PRIVATE DRAINAGE EASEMENTS

THE FOLLOWING LISTED LOTS AND TRACTS ARE SUBJECT TO A PRIVATE DRAINAGE EASEMENT COINCIDENT WITH THE ROAD FRONTAGE ABUTTING UTILITY EASEMENT AND SPECIFIC EASEMENTS LABELED AS PRIVATE DRAINAGE EASEMENT, AS SHOWN HEREON (LOTS 7, 8 AND 9) OR BY REFERENCE (TRACTS A, B AND F, SEE NOTE 2.1, 2.2 AND 2.5, SHEET 5). SAID PRIVATE DRAINAGE EASEMENTS ARE FOR THE PURPOSE OF INSTALLING AND MAINTAINING PRIVATE DRAINAGE FACILITIES WITHIN SAID EASEMENTS. NO STRUCTURES OTHER THAN DRIVEWAYS, FENCES OR YARD DRAINS SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS. SAID EASEMENTS ARE IN FAVOR OF THE LOTS LISTED BELOW AS DERIVING BENEFIT. THE OWNERS OF SAID LOTS DERIVING BENEFIT SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE PRIVATE DRAINAGE FACILITIES BELOW THEIR RESPECTIVE POINT OF CONNECTION. PRIVATE DRAINAGE FACILITIES INCLUDE ROOF DOWNSPOUT, MINOR YARD, AND FOOTING DRAINS, NO BUILDING SETBACK LINE (BSBL) IS REQUIRED FROM EASEMENTS PROVIDED FOR THESE PRIVATE DRAINAGE FACILITIES.

EASEMENTS LOCATED ON	BENEFITTING
LOTS 1, 2, TRACT A	LOTS 1, 2, 3
LOTS 5	LOTS 4, 5
TRACT B, LOTS 7, 8, 9, 10, 11	LOTS 6, 7, 8, 9, 10
TRACT F, LOT 11	LOTS 11, 12
TRACT C	LOT 13

2-27-13

LEE D. NYQUIST
STATE OF WASHINGTON
18984
REGISTERED
PROFESSIONAL LAND SURVEYOR

GOLDSMITH
LAND DEVELOPMENT SERVICES
1215 114th Ave SE, Bellevue, WA 98004 | PO Box 3565, Bellevue, WA 98009
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City of Sammamish File No. PLN2005-00080

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Exhibit 5

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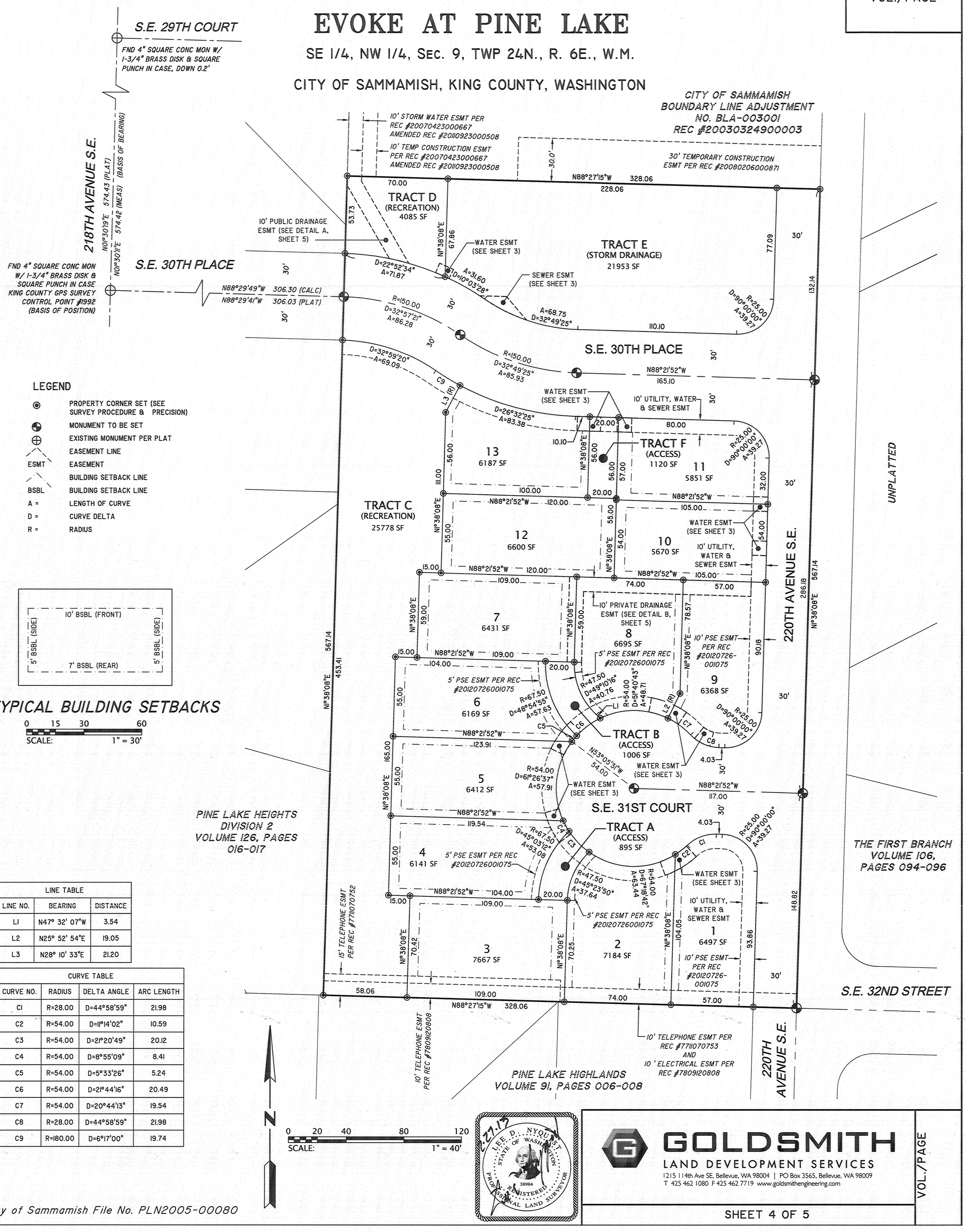
EVOKE AT PINE LAKE

SE 1/4, NW 1/4, SEC. 9, TWP 24N., R. 6E., W.M.

CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



LEGEND

- PROPERTY CORNER SET (SEE SURVEY PROCEDURE & PRECISION)
- MONUMENT TO BE SET
- EXISTING MONUMENT PER PLAT
- EASEMENT LINE
- ESMT — EASEMENT
- BUILDING SETBACK LINE
- BSBL — BUILDING SETBACK LINE
- A = LENGTH OF CURVE
- D = CURVE DELTA
- R = RADIUS

TYPICAL BUILDING SETBACKS

0 15 30 60
SCALE: 1" = 30'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N47° 32' 07"W	3.54
L2	N25° 52' 54"E	19.05
L3	N28° 10' 33"E	21.20

CURVE TABLE			
CURVE NO.	RADIUS	DELTA ANGLE	ARC LENGTH
C1	R=28.00	D=44°58'59"	21.98
C2	R=54.00	D=11°14'02"	10.59
C3	R=54.00	D=21°20'49"	20.12
C4	R=54.00	D=8°55'09"	8.41
C5	R=54.00	D=5°33'26"	5.24
C6	R=54.00	D=21°44'16"	20.49
C7	R=54.00	D=20°44'13"	19.54
C8	R=28.00	D=44°58'59"	21.98
C9	R=180.00	D=6°17'00"	19.74

LEE D. NYQUIST STATE OF WASHINGTON 38984 REGISTERED PROFESSIONAL LAND SURVEYOR

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Exhibit 5

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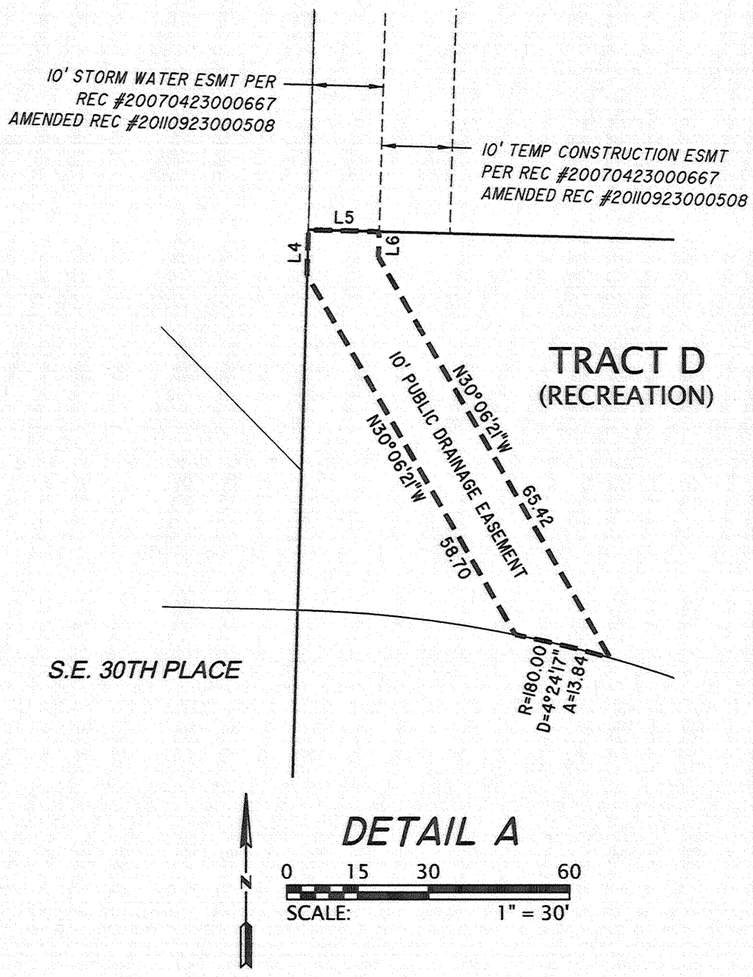
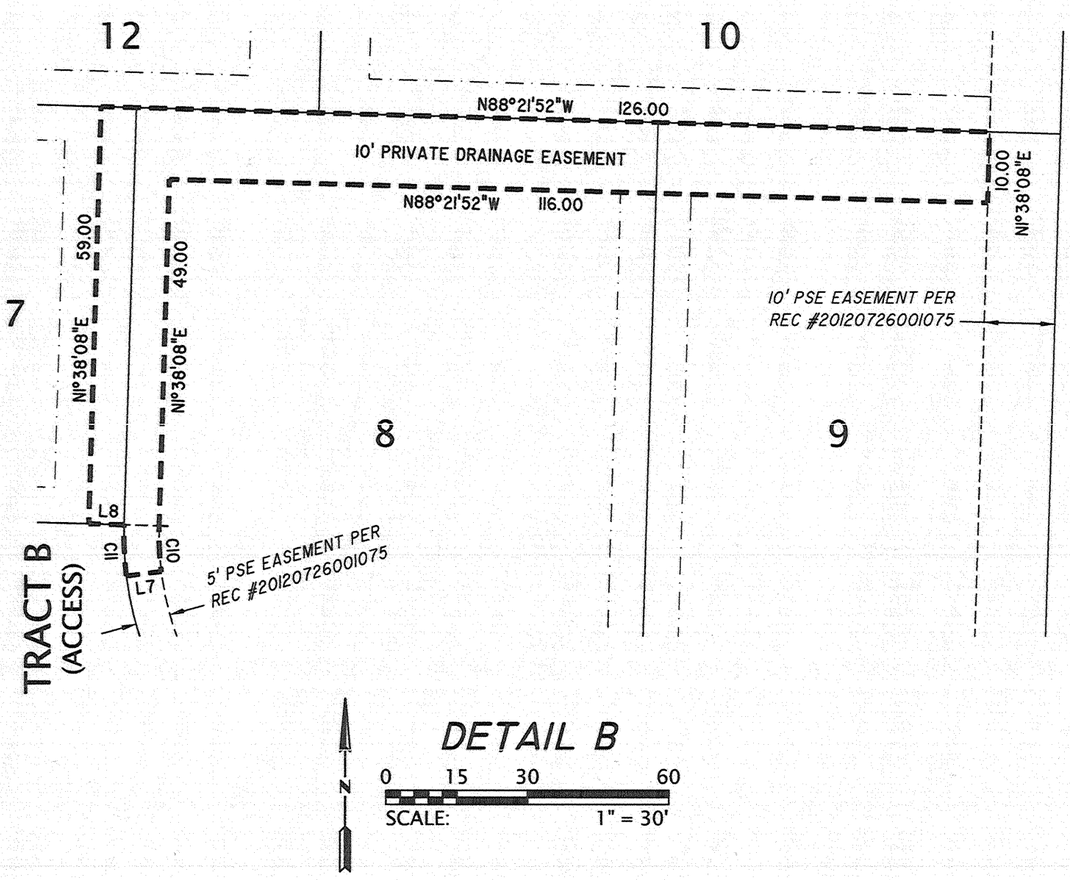
EVOKE AT PINE LAKE

SE 1/4, NW 1/4, SEC. 9, TWP 24N., R. 6E., W.M.

CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



DETAIL A



DETAIL B

LEGEND

- PROPERTY CORNER SET (SEE SURVEY PROCEDURE & PRECISION)
- MONUMENT TO BE SET
- EXISTING MONUMENT PER PLAT
- EASEMENT LINE
- ESMT — EASEMENT
- BUILDING SETBACK LINE
- BSBL — BUILDING SETBACK LINE
- A = LENGTH OF CURVE
- D = CURVE DELTA
- R = RADIUS

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L4	N1° 38' 08"E	6.42
L5	N88° 27' 15"W	10.00
L6	N1° 38' 08"E	3.59
L7	N82° 53' 48"E	5.00
L8	N88° 21' 52"W	5.00

CURVE TABLE			
CURVE NO.	RADIUS	DELTA ANGLE	ARC LENGTH
C10	R=42.50	D=8°44'20"	6.48
C11	R=47.50	D=8°44'20"	7.24

1.0 GENERAL RESTRICTIONS

1.1 ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET VIA PERFORATED PIPE AS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS ON FILE WITH THE CITY OF SAMMAMISH.

1.2 UPON RECORDATION OF THE PLAT, TRACTS C AND D SHALL BECOME PART OF THE AREAS OF COMMON RESPONSIBILITY UNDER THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO AND RECORDED CONTEMPORANEOUSLY WITH THIS PLAT, AT RECORDER'S NO.

_____.

THE EVOKE AT PINE LAKE HOMEOWNERS ASSOCIATION SHALL PROVIDE FOR THE MAINTENANCE OF THE TRACTS, AND ANY IMPROVEMENTS MADE TO THE TRACTS.

1.3 LANDSCAPE STRIPS SEPARATING THE SIDEWALK FROM THE ROADWAY, PLANTER ISLANDS AND/OR PLANTED MEDIANS SHALL BE MAINTAINED BY THE EVOKE AT PINE LAKE HOMEOWNERS ASSOCIATION AS A PART OF THE AREAS OF COMMON RESPONSIBILITY. MAINTENANCE OF LANDSCAPING WITHIN TRACT E BETWEEN THE RIGHT-OF-WAY AND THE POND FENCE SHALL BE THE RESPONSIBILITY OF THE EVOKE AT PINE LAKE HOMEOWNERS ASSOCIATION. MAINTENANCE OF LANDSCAPING INSIDE THE POND FENCE SHALL BE THE RESPONSIBILITY OF THE CITY OF SAMMAMISH.

1.4 FOR ALL LOTS CONTAINING OR ADJACENT TO INFILTRATION OR DISPERSION TRENCHES, LOTS SHALL BE GRADED SUCH THAT TOP OF TRENCH IS BELOW BOTTOM OF FOUNDATION.

1.5 METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWNSPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED.

1.6 TREES IDENTIFIED WITHIN TRACTS C AND D OF THIS PLAT ON THE FINAL APPROVED TREE RETENTION PLAN HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. ALL TREES SHALL BE CLEARLY TAGGED WITH NUMBERS CORRESPONDING TO THE FINAL TREE RETENTION PLAN ON FILE WITH THE CITY OF SAMMAMISH. REMOVAL OF THESE TREES SHOWN ON THE FINAL TREE RETENTION PLAN IS PROHIBITED UNLESS REMOVAL IS APPROVED BY THE CITY OF SAMMAMISH PER SMC 21A.35.210. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240.

1.7 MPS FEES REQUIRED BY CITY OF SAMMAMISH PURSUANT TO SMC TITLE 14 HAVE BEEN PAID.

1.8 PER SMC 21A.105, FIFTY PERCENT OF THE SCHOOL IMPACT FEES WERE PAID AT FINAL PLAT. FIFTY PERCENT OF THE SCHOOL IMPACT FEES, PLUS AN ADMINISTRATIVE FEE SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE.

1.9 PER CITY OF SAMMAMISH ORDINANCE NO. 02002-112, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, FOR EACH NEW RESIDENTIAL DWELLING UNIT.

1.10 THE HOUSE ADDRESS SYSTEM FOR THIS PLAT SHALL BE AS FOLLOWS: 3000 TO 3055 FOR 220TH AVENUE S.E., 21980 TO 21995 FOR S.E. 31ST COURT AND 21910 TO 21995 FOR S.E. 30TH PLACE. INDIVIDUAL ADDRESSES WILL BE ASSIGNED TO THE PRINCIPAL ENTRANCE OF EACH RESIDENCE OR BUILDING AT THE TIME OF BUILDING PERMIT ISSUANCE.

1.11 NO LOT OR PORTION OF A LOT SHALL BE SUBDIVIDED AND SOLD, OR RESOLD, OR IT'S OWNERSHIP CHANGED OR TRANSFERRED IN VIOLATION OF APPLICABLE CITY, COUNTY, STATE OR FEDERAL STANDARDS, RULES, REGULATIONS OR LAWS.

2.0 TRACT AND PARCEL OWNERSHIP AND USES
SPECIAL LOT RESTRICTIONS

2.1 TRACT A, UPON THE RECORDING OF THIS PLAT, IS HEREBY CONVEYED TO, AND TO BE HELD IN EQUAL AND UNDIVIDED INTEREST FOR THE PURPOSE OF OWNERSHIP AND MAINTENANCE BY LOTS 3 AND 4 FOR ACCESS AND UTILITIES PURPOSES. THE OWNERS OF LOTS 3 AND 4 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT. TRACT A IS SUBJECT TO UTILITY, WATER, SEWER AND PRIVATE DRAINAGE EASEMENTS OVER AND ACROSS ITS ENTIRETY, SEE UTILITY AND WATER AND SEWER AND PRIVATE DRAINAGE EASEMENT PROVISIONS SHEET 3.

2.2 TRACT B, UPON THE RECORDING OF THIS PLAT, IS HEREBY CONVEYED TO, AND TO BE HELD IN EQUAL AND UNDIVIDED INTEREST FOR THE PURPOSE OF OWNERSHIP AND MAINTENANCE BY LOTS 6 AND 7 FOR ACCESS AND UTILITIES PURPOSES. THE OWNERS OF LOTS 6 AND 7 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT. TRACT B IS SUBJECT TO UTILITY, WATER, SEWER AND PRIVATE DRAINAGE EASEMENTS OVER AND ACROSS ITS ENTIRETY, SEE UTILITY AND WATER AND SEWER AND PRIVATE DRAINAGE EASEMENT PROVISIONS SHEET 3.

2.3 TRACTS C AND D, UPON RECORDING OF THIS PLAT, ARE HEREBY CONVEYED TO THE EVOKE AT PINE LAKE HOMEOWNERS ASSOCIATION FOR USE BY ITS MEMBERS AS ON-SITE RECREATION TRACTS. TRACT D IS SUBJECT TO A PUBLIC DRAINAGE EASEMENT IN FAVOR OF THE CITY OF SAMMAMISH, AS SHOWN HEREON. SEE PUBLIC DRAINAGE EASEMENT PROVISIONS, SHEET 3.

2.4 TRACT E, UPON THE RECORDING OF THIS PLAT, IS HEREBY CONVEYED TO THE CITY OF SAMMAMISH FOR STORM DRAINAGE FACILITIES PURPOSES. THE CITY OF SAMMAMISH SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT AND ANY IMPROVEMENTS CONTAINED THEREON. TRACT E IS SUBJECT TO A SEWER EASEMENT IN FAVOR OF THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT. SEE WATER AND SEWER EASEMENT PROVISIONS SHEET 3.

2.5 TRACT F, UPON THE RECORDING OF THIS PLAT, IS HEREBY CONVEYED TO, AND TO BE HELD IN EQUAL AND UNDIVIDED INTEREST FOR THE PURPOSE OF OWNERSHIP AND MAINTENANCE BY LOTS 11 AND 12 FOR ACCESS AND UTILITIES PURPOSES. THE OWNERS OF LOTS 11 AND 12 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT. TRACT F IS SUBJECT TO UTILITY, WATER, SEWER AND PRIVATE DRAINAGE EASEMENTS OVER AND ACROSS ITS ENTIRETY, SEE UTILITY AND WATER AND SEWER AND PRIVATE DRAINAGE EASEMENT PROVISIONS SHEET 3.

2.6 LOTS 1, 2, 4, 5, 6, 8, 9, 10, 11, 12 AND 13 ARE SUBJECT TO A WATER EASEMENT IN FAVOR OF THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT. SEE WATER AND SEWER EASEMENT PROVISIONS SHEET 3.

2.27.17
LEE D. NYQUIST
STATE OF WASHINGTON
38984
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City of Sammamish File No. PLN2005-00080

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City Council Agenda Bill

Meeting Date: **April 2, 2013** Date Submitted: March 26, 2013

Originating Department: Public Works

Clearances:

- ☒ City Manager
- ☐ Attorney
- ☐ Admin Services
- ☐ Community Development
- ☐ Finance & IT
- ☐ Fire
- ☐ Parks & Recreation
- ☐ Police
- ☒ Public Works

Subject: Final Project Acceptance for the NE Inglewood Hill Road Non-Motorized Improvements Contract No. C2012-146

Action Required: Adopt Resolution 2013-___ accepting the NE Inglewood Hill Road Non-Motorized Improvements as complete.

Exhibits:

1. Resolution of Project Acceptance
2. Final Contract Voucher Certificate C2012-146

Budget: $977,000 in the Inglewood Hill Road Improvements Non-Motorized Transportation Budget.

Summary Statement:

All work for the above referenced contract 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.

Background:

This project widened NE Inglewood Hill Road for non-motorized improvements, between 216th Avenue NE and 222nd Avenue NE. The south side of the road was widened to provide for sidewalks, rain gardens and bike lanes. Additionally, storm drains were extended on 222nd Avenue NE to capture runoff from the newly curbed intersection. Future plans for Inglewood Hill Road include a pavement overlay this summer making use of Federal grant funds. Additionally, Staff is coordinating with Puget Sound Energy to add street lighting on the existing power poles.

This project was selected by Council during the Citywide Non-Motorized Program discussions held June 15, 2010. On July 16, 2012, City Council authorized award of a construction contract to R.W. Scott Construction, Inc. in the amount of $707,693 plus a 10% construction contingency. Construction began on September 10, 2012 and was substantially complete on February 11, 2013 after the landscaping planting was completed.

City Council Agenda Bill

Financial Impact:

The completed improvements were constructed within the project budget that included an $800,000 placeholder budget supplemented with $177,000 supplied by substantial savings from the 244th Ave NE Non-Motorized project. The financial summary is below:

NE Inglewood Hill Road Available Funds:		
340 Non-Motorized:	$	800,000
244th Ave NE Supplement:	$	177,000
TOTAL Available Funds:	$	977,000
Expenditures		
Construction	$	768,427
Design Fee	$	112,998
Construction Inspection	$	16,711
Miscellaneous	$	8,507
TOTAL EXPENDITURES:	$	906,644
SAVINGS:	$	70,356

Recommended Motion:

Approve the contract C2012-146 with R.W. Scott Construction, Inc. as complete and adopt Resolution No. R2013-____ accepting construction of the NE Inglewood Hill Road Non-Motorized Improvements as complete as of April 2, 2013.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2013- ___

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ACCEPTING THE NE INGLEWOOD HILL ROAD NON-MOTORIZED IMPROVEMENTS AS COMPLETE.

WHEREAS, at the Council meeting of July 16, 2012 the City Council authorized award of the construction contract for the NE Inglewood Hill Road Non-Motorized Improvements; and

WHEREAS, the City Manager entered into Contract C2012-146 for construction of the NE Inglewood Hill Road Non-Motorized Improvements with R.W. Scott construction, Inc. on July 17, 2012; and

WHEREAS, the project was substantially completed by the contractor on February 11, 2013; 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 NE Inglewood Hill Road Non-Motorized Improvements 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 _____ DAY OF APRIL 2013.

CITY OF SAMMAMISH

_____
Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk: March 26, 2013
Passed by the City Council:
Resolution No.: R2013-____

Exhibit 2

City of Sammamish

Final Contract Voucher Certificate

Contractor: R.W. Scott Construction, Inc.			
Street Address: 4005 West Valley Hwy, Suite A			
City: Auburn	State: Wa	Zip: 98001	Date: 3/20/2013
City Project Number: -	Federal Aid Project Number: -	City Contract Number: 2012-146	
Contract Title: NE Inglewood Hill Road Non-Motorized Improvements			
Date Work Physically Completed: February 20, 2013	Final Amount: $ 768,427.01		

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.

JENNIFER MARIE SPINO
Commission Expires
NOTARY PUBLIC
01-02-2015
STATE OF WASHINGTON

X Jeff Scott

Contractor Authorized Signature Required

Jeff Scott

Print Signature Name

Subscribed and sworn to before me this 21st day of March 20 13

X Jennifer Spino Notary Public in and for the State of Washington

residing at Maple Valley

City of Sammamish

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

Approved Date 3/25/2013

X 3.21.2013

Project Engineer/Project Administrator

X

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.

City Council Agenda Bill

Meeting Date: **April 2, 2013** Date Submitted: March 27, 2013

Originating Department: Public Works

Clearances:

- ☒ City Manager
- ☒ Attorney
- ☐ Admin Services
- ☐ Community Development
- ☐ Finance & IT
- ☐ Fire
- ☐ Parks & Recreation
- ☐ Police
- ☒ Public Works

Subject: 2013-2014 On-Call Professional Engineering Services

Action Required: Authorize the City Manager to execute a two year contract with WH Pacific Inc., to provide professional engineering services on an on-call basis, in an amount not to exceed $240,000.

Exhibits: 1. Agreement for Services

Budget: $40,000 in the adopted 2013-2014 Public Works Budget for updating the Public Works Standards.
$ 200,000 in the adopted 2013-2014 Public Works Budget for Professional Services, various Capital Projects, and various programs.

Summary Statement:

The Public Works Department is anticipating the need for professional engineering services to assist Staff in delivering the various capital projects and programs included in the Department's current Work Plan. Expected work includes roadway design, cost estimating, and constructability review. In addition to these expected work items, the consultant will be used to support the task of updating the Public Works Standards. The proposed on-call agreement does not commit the City to any expenses. Any work will be authorized individually on a task-order basis. This arrangement provides the flexibility to provide for the variability in workload and land development applications while eliminating the need to hire additional permanent staff. This on-call contract would be used when necessary to offset peaks in workload and to meet commitments.

Background:

On-call contracts provide staff with the ability to take on additional workload. The ability to bring in experienced and specialized resources on an as-needed basis is an efficient model that provides results while minimizing costs. The extra resources available through an on-call agreement lend staff a hand in meeting their various commitments. It also helps to provide timely response and excellent customer service to the applicants for land development projects.

City Council Agenda Bill

Financial Impact:

The total contract amount is not to exceed $240,000. This amount will be covered within the existing Council approved budget amounts for the various Public Works programs under which work is expected to be performed. $40,000 of the contract is specifically allocated to assist Staff in updating the Public Works Standards. As this is an on-call agreement, there is no guarantee the full contract amount will be needed or expended.

Recommended Motion:

Authorize the City Manager to execute a two year contract with WH Pacific Inc., to provide professional engineering services on an on-call basis, in an amount not to exceed $240,000.

Exhibit 1

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: WH Pacific Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and WH Pacific Inc., hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services that are in effect during this Agreement. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

_X_ According to the rates set forth in Exhibit "D"

_X_ A sum not to exceed $240,000

___ Other (describe): _____

_____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval. City agrees to pay all Consultant's invoices within thirty (30) calendar days of the invoice date. City shall pay an additional charge of one-and-one-half (1.5) percent of the invoiced amount per month for any payment received by the Consultant more than sixty (60) calendar days from the date of invoice.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2014, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** To the fullest extent permitted by law, the Consultant shall indemnify and hold the City, its officers, officials, employees, and agents harmless from any and all claims, injuries, damages and losses

(including reasonable attorney's fees) arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement. The Consultant is not obligated to indemnify the City for the City's own negligence.

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination. Notwithstanding anything in this Agreement to the contrary, the term "Confidential Information" does not include any information which (i) at the time of disclosure by the City, or thereafter, is generally available to and known by the public (other than as a result of a disclosure made directly or indirectly by City, (ii) was available to the Consultant on a non-confidential basis from a source other than the City (provided that such source is not or was not bound by a confidentiality agreement with the City, or (iii) information which is already known to the Consultant or has been independently acquired or developed by the Consultant without violating Consultant's obligations to City under this Section.

15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. **Entire Agreement**. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices**. Notices to the City of Sammamish shall be sent to the following address:

Jeff Brauns
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: 425 295-0561
Email: jbrauns@ci.sammamish.wa.us

Notices to the Consultant shall be sent to the following address:
WH Pacific Inc.
Mark Van Wormer
12100 NE 195th St, Suite 300
Bothell, WA 98011
Phone Number: 425-951-4800
Email: mvanwormer@whpacific.com

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

20. **Standard of Care.** Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions.

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT WHPacific, Inc.
By:_____	By: Mark A Van Wormer
Title: City Manager	Title: Director of Transportation
Date:_____	Date: 3-19-13
Attest/Authenticated:	Approved As To Form:
_____ City Clerk	_____ City Attorney

Exhibit 1

EXHIBIT A
SCOPE OF WORK

ON-CALL ENGINEERING SERVICES

WH PACIFIC INC.

General Scope of Work

The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the AGREEMENT, necessary to prepare and deliver to the CITY the studies, plans, specifications, estimated, and other deliverable item(s) requested by the CITY.

The CITY is not obligated to assign any specific number of tasks to the CONSULTANT, and the CITY"S and CONSULTANT'S obligations hereunder are limited to the tasks assigned in writing. The CITY may require the CONSULTANT to perform all work on a project, or act as part of a team by performing only a portion of the project work. Task assignments may include, but are not limited to the following types of work:

- Design services may include; project definition and scope development; project management; preliminary and final designs for small capital projects; preparation of probable construction and project costs; studies; feasibility analysis'; and roundabout layout, feasibility review, and design.
- Transportation Analysis services may include; Roundabout analysis, roadway, intersection, and roundabout level of service calculations, roadway and roundabout capacity calculation.
- Engineering Review services may include general engineering plan review of subdivision and short plat engineering drawings and plan checking and design review of development application documents for compliance with CITY requirements.
- Survey services may include Large and small-scale topographic, and hydrographic mapping, private boundary and public right of way determination, right of way plan preparations, imaging, geodetic surveying services, and construction surveying.
- Survey Review services may include; Short plats, long plats, binding site plans, planned unit developments, and boundary line adjustments.
- Other related work requested by the CITY

Consultant will be paid on a time and materials basis in accordance with the rates presented in Exhibit D

It is anticipated that the task assignments may vary in scope, complexity and location. Specific scopes of work will be developed as individual task assignments are requested.

Authorization of Work

Work requested by the CITY shall be issued in writing. The request by the CITY should include the following information, which may be furnished in coordination with the CONSULTANT:

1. Task Order title (project name)
2. Technical approach to the task (if complex enough to require this)
3. Specific deliverables
4. Schedule with milestones and deliverables
5. Cost/hour estimate
6. Due date of work

All of the above items may be brief, but will be sufficiently detailed to understand the work being authorized and the amount it will cost.

The CITY will review and approve the CONSULTANT'S submittal for any work requested, or at the CITY'S option, negotiate various elements of the work requested prior to authorizing work to begin and issuing a Notice to Proceed. If, after work has begun, the CONSULTANT cannot meet the agreed schedule or cost, the CONSULTANT shall immediately notify the CITY. Authorization of additional time or cost for approved work will be at the sole option of the CITY and will be made in writing. New budgets for any new requests or extensions of previous work will be approved in writing by the CITY prior to beginning new work.

Work may begin when the Notice to Proceed is sent to the CONSULTANT by the CITY, except that emergency actions requiring a 24-hour response can be handled by an oral authorization. Such oral authorization shall be followed up with a written confirmation within 24 hours with the information listed above included.

Exhibit 1

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

Invoice Number: _____ Date of Invoice: _____

Consultant: WH Pacific Inc.

Mailing Address: 12100 NE 195th St, Suite 300
Bothell, WA 98011

Telephone: 425-951-4800

Email Address: mvanwormer@whpacific.com

Contract Period: 4/2/2013- 12/31/2014 Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Exhibit 1

EXHIBIT C

City of Sammamish Washington

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

X Corporation ____ Partnership ____ Government Consultant

____ Individual/Proprietor ____ Other (explain)

TIN No.: 20-3966470

Social Security No.: _____

Print Name: Joanne Spring

Title: Corporate Controller

Business Name: WHPacific, Inc

Business Address: 12100-NE 195th St Ste 300, Bothell, WA 98011

Business Phone: 425-951-4800

2/25/11
Date

See attached W-9 Form
Authorized Signature (Required)

Exhibit 1

WHPacific

12100 NE 195th Street, Suite 300
Bothell, Washington 98011
425.951.4800 ◆ fax 425.951.4808

EXHIBIT D

2013 STANDARD FEE SCHEDULE

The compensation of WHPacific, Inc. for work done on the basis of a per diem rate plus incurred expenses (which may be referred to as "per diem" or "charge rate") will be the sum of all the items set forth below:

A. Personnel Services -- hourly rates

Principal-In-Charge	$200
Sr. Project Manager	$175
Sr. Specialist	$165
Project Manager	$155
Professional IV	$135
Professional III	$120
Professional II	$105
Professional I	$95
Construction Inspector	$108
Designer II	$95
Designer I	$90
Drafter III	$88
Drafter II	$80
Drafter I	$70
Party Chief II (T5)	$115
Party Chief I (T4)	$103
Survey Technician II (T3)	$81
Survey Technician I (T2)	$69
Project Coordinator II	$80
Project Coordinator I	$65
Three-Person Survey Crew	$215
Two-Person Survey Crew	$155
One-Person Survey Crew	$100

NOTE: ***Overtime will be billed at 1.50 times.***

B. Other Direct Costs

Subconsultants	Cost plus 15% handling fee
Outside Materials, Supplies, Reprographics, etc.	Cost plus 10% handling fee
Travel and Subsistence	Cost plus 10%
Mileage (standard vehicle)	$0.565 per mile
Survey vehicle mileage	$0.75 per mile
GPS equipment	$100 per day per receiver
In-house color copies	$1.50 per copy
In-house plotting costs	$3.00 per plot

STUDY SESSION NOTES

Study Session

March 12, 2013

Deputy Mayor Valderrama opened the study session of the Sammamish City Council at 6:30 p.m.

Public Comment

*This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization***.**

Greg Krabbe, 1726 Holbrook Avenue, Everett, Spoke supporting the pilot program approved by the Planning Commission to allow development in the no-disturbance areas.

Gene Welch, 4228 201st Avenue NE, Spoke regarding the stability of the water quality in Lake Sammamish.

Jim Osgood, 19661 SE 24th Way, He urged Council to accept the recommendations of the Planning Commission regarding the ECA.

Susan Richardson, 19661 SE 24th Way, She suggested Council not over-regulate the environmentally critical areas.

Joe Lipinsky, 24128 NE 28th Place, He spoke in support of lessening the restrictions in the ECA.

Reid Brockway, 167 E. Lake Sammamish Shore Lane NE, He spoke in support of easing some of the restrictive requirements of the current ECA code.

David Gee, 22201 NE 28th Place, He spoke regarding the regulation of small, low functioning isolated wetlands.

Lowell Martin, representing the estate of Leanore Probst, He spoke in favor of the tight-lining option for development in the erosion hazard area.

Mark Cross, 247 208th Avenue SE, Urged Council to consider the rights of all property owners, not just those who own property in the ECA area.

Topics

- 2013 Pavement Management Program – Overlay

  Senior Project Engineer Jim Grueber gave the staff report and showed a PowerPoint presentation *(available on the city's website at www.ci.sammamish.wa.us).*

- Environmentally Critical Areas Update

  Senior Planner Evan Maxim gave the staff report and showed a PowerPoint presentation *(available on the city's website at www.ci.sammamish.wa.us).*

Adjournment 8:45 pm

COUNCIL MINUTES

Regular Meeting/Study Session

March 18, 2013

Mayor Tom Odell called the regular meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present: Mayor Tom Odell, Deputy Mayor Ramiro Valderrama, Councilmembers John Curley, Don Gerend, Tom Vance and Nancy Whitten.

Councilmembers absent: Councilmember John James.

MOTION: Councilmember Vance moved to excuse Councilmember James. Councilmember Curley seconded. Motion carried unanimously 6-0.

Staff present: City Manager Ben Yazici, Public Works Director Laura Philpot, Assistant City Manager/Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director/Assistant City Manager, Mike Sauerwein, Senior Planner, Evan Maxim, Parks Project Manager Sevda Baran, Parks Project Manager Anjali Meyer, City Attorney Bruce Disend, and Administrative Assistant to the City Clerk Lita Hachey.

Roll Call/Pledge of Allegiance

Roll was called. Deputy Mayor Valderrama led the pledge.

Approval of Agenda

MOTION: Deputy Mayor Valderrama moved to approve the agenda. Councilmember Gerend seconded. Motion carried unanimously 6-0.

Public Comment

Brent Carson, 719 2nd Avenue, Suite 1150, Seattle, Land Use Attorney, Commented regarding the critical areas work that the Council is reviewing.

Reid Brockway, 167 E Lake Sammamish Shore Lane, Spoke regarding stream buffers and submitted comments which are available on the City of Sammamish website: http://www.sammamish.us/departments/communitydevelopment/CriticalAreas.aspx

Jim Osgood, 19661 SE 24th Way, Commented regarding Erosion Hazards and Sensitive Water Bodies Overlay and submitted comments to the City Clerk which are available on the City of Sammamish website: http://www.sammamish.us/departments/communitydevelopment/CriticalAreas.aspx

Susan Richardson, 19661 SE 24th Way, Commented regarding the pilot study as a part of the overlay and submitted comments to the City Clerk which are available on the City of Sammamish website: http://www.sammamish.us/departments/communitydevelopment/CriticalAreas.aspx

Larry Martin, 777 108th Ave NE, Bellevue, Commented regarding Erosion Hazard Overlay and the ECA. He submitted comments to the City Clerk which are available on the City of Sammamish website: http://www.sammamish.us/departments/communitydevelopment/CriticalAreas.aspx

Sam Rodabough, 10900 NE 8th St, Suite 1325, Bellevue, Commented regarding No Disturbance Overlay within the erosion hazards near sensitive water bodies special overlay district.

George Toskey, 2727 E L Sammamish Pkwy NE, Spoke regarding the environmental regulations in Sammamish and submitted comments to the City Clerk which are available on the City of Sammamish website: http://www.sammamish.us/departments/communitydevelopment/CriticalAreas.aspx

Consent Agenda

Payroll for the period ending February 28, 2013 for pay date March 5, 2013 in the amount of $248,650.86

Approval: Claims for period ending March 18, 2013 in the amount of $1,277,134.83 for Check No. 34279 through No. 34397

Resolution: Appointing One Member To The Beaver Lake Management District Advisory Board

Interlocal: Human Service Grant Portal Management/City of Kent

Contract: Public Defense/SBM

Approval: Notes for February 12, 2013 Study Session

Approval: Minutes for February 18, 2013 Special Meeting

Approval: Minutes for March 5, 2013 Regular Meeting, Study Session

MOTION: Deputy Mayor Valderamma moved to approve the Consent Agenda. Councilmember Curley seconded. Motion carried unanimously 6-0.

New Business

Contract: Architectural Services Community Center/BRS

Parks and Recreation Director Jessi Bon gave a staff report and a PowerPoint presentation *(available on the city's website at www.ci.sammamish.wa.us).*

MOTION: Deputy Mayor Valderrama moved to authorize the City Manager to execute a contract with Barker Rinker Seacat Architecture, Professional Corporation (BRS) for $2,554,514 for the design and construction administration phase of the Community and Aquatic Center project. Also authorize a contingency to be administered by the City Manager in the amount of $150,000 for additional

architectural or consultant services if needed. Councilmember Gerend seconded. Motion carried 5-1. (with Councilmember Curley dissenting)

Council Reports

Councilmember Gerend - reported on his trip with Mayor Odell to Washington DC to the National League of Cities Convention and lobby with our congressional delegation.

Councilmember Vance - met this afternoon for the final meeting of the Funding Model Task Force at the Eastside Fire & Rescue. No decisions were made.

Deputy Mayor Valderrama – He also attended the Eastside Fire & Rescue meeting for the Funding Model Task Force.

Councilmember Whitten – the next Economic Development Committee meeting is April 9th at 5 pm.

Mayor Odell - Spoke about his trip to Washington, DC for National League of Cities Convention.

City Manager Report

A legislative priorities letter to support, Business and Occupation Tax Incentives for the Tech companies and K through 12 Education. Mr. Yazici asked Council to support sending a letter to our Legislators. The Council had no objections to the letter and City Manager Yazici will prepare it for Mayor's signature.

Meeting adjourned at 7:50 pm

Open Study Session 7:55 pm

- Environmentally Critical Areas Update
  Review of 2013 ECA updates Volumes 1 and 2

Close Study Session 9:20 pm

_____ _____

Lita Hachey, Administrative Assistant to the City Clerk

Thomas T. Odell, Mayor

City Council Agenda Bill

Meeting Date: **April 2, 2013** Date Submitted: March 29, 2013

Originating Department: Parks and Recreation

Clearances:

- ☒ City Manager
- ☒ Attorney
- ☐ Admin Services
- ☐ Community Development
- ☐ Finance & IT
- ☐ Fire
- ☒ Parks & Recreation
- ☐ Police
- ☐ Public Works

Subject: Amending the Community and Aquatic Center Operating Agreement with the YMCA

Action Required: Authorize the City Manager to execute the amended Operating and Management Agreement for operation of the Sammamish Community and Aquatic Center.

Exhibits: 1. Amended Operating and Management Agreement

Budget: $25,000,000 for the Community and Aquatic Center Project

Summary Statement:

On February 19, 2013, the City Council approved the Community and Aquatic Center Operating Agreement and a Land Lease with the YMCA. Since that time the YMCA board has met and requested a number of changes to the operating agreement. The City Manager does not have the authority, nor did he ask for the authority, to make these changes without City Council review and approval.

The City Manager and staff have reviewed the proposed changes and recommend approval.

Summary of the Amendments:

A summary of the proposed amendments is provided below.

1. Page 4, Section 3d. Additional language requiring the City to notify the YMCA at the end of the term (if the City has not received notification from the YMCA) that the lease is expiring. The revised language puts responsibility on both parties to notify the other at the end of the initial term.

2. Page 5, Section 5c. Added a reference to "Minimum Specifications" and a new Exhibit D, which are further explained below.

3. Page 6, Section 6a. Added the language, "regardless of when this AGREEMENT terminates." This language provides additional assurance that if the agreement is terminated during the second 25-year term, the YMCA investment amount will still be amortized on a 40-year straight line basis from the date paid.

4. Page 6, section 7a. Added the word “minimum” to the operating hours. This ensures the number of operating hours will be no less than what is listed.

5. Page 10, section 8e(v). Added the language, “regardless of when this AGREEMENT terminates.” Same explanation as described in number 3 above.

6. Page 12, section 13. Added language to clarify that parking fees may not be charged at parking facilities that serve the facility. The City would still be able to charge for parking for other purposes (i.e. special events) when it does not conflict with the normal operating hours of the community center. At this time fee-based parking only occurs during the Fourth on the Plateau event.

7. Page 13, section 16a. Added a sentence clarifying that the City is responsible to maintain insurance covering the full replacement cost of the facility. This is consistent with the City’s original insurance intent.

8. Page 15, section 16 b. Removed the word “City’s” from the description of the City’s insurance obligations. This clarifies that the City is responsible to insure the entire facility, regardless of who performed the improvement. This is consistent with the City’s original insurance intent.

9. Page 19, section 26a and 26b. Added reciprocal termination language that prevents either party from terminating within the first 10 years of the agreement.

10. Page 21, section 27c. Added language to clarify the limits of the YMCA’s responsibility to repair or restore the community center in the event major damage or destruction occurs.

11. Page 30-31, Exhibit D. New exhibit providing the minimum specifications for construction. This exhibit ensures the building is designed with a minimum footprint that meets the operating needs of the YMCA and also fulfills the City’s original commitment to the community. Language at the end of Exhibit D provides an opportunity to mutually negotiate changes to the minimum specifications and allows termination for cause if minimum standards/guidelines are not agreed upon.

12. A number of spelling, grammar and sentence structure changes throughout the document.

Project Background:

The City conducted a comprehensive community center feasibility study in 2011. The feasibility study was multifaceted, consisting of an extensive public outreach process, a market analysis, business planning, facility programming, site analysis, concept design alternatives with costs, and finally a written report. Five community workshops were held from March to July of 2011 to give the public and city officials an opportunity to weigh in during the process. The feasibility study helped identify the type of facility the community wanted and projected potential construction and operating costs. The findings of the study were presented to the city council in July 2011.

City Council Agenda Bill

In early 2012, the City Council directed staff to scale back the size of the facility and identify a suitable operating partner, both directives aimed at reducing costs. A revised facility plan was developed for an approximately 60,000 sq. ft. community and aquatic center. Proposed features include one full-size gymnasium, one family-size (reduced size) gymnasium, a cardio and group fitness area, a jogging track, and a child watch area. The aquatic component proposal includes a leisure pool and a 6-lane, 25-yard lap pool with locker rooms. The facility will also include several multipurpose rooms. A combination of terraced parking and surface parking will accommodate 300+ cars, and a new loop road will be built around City Hall to serve the new facility. The revised facility plan allows for future expansion.

In mid-2012, the YMCA was confirmed as the operating partner for the new facility. The general terms of a partnership were outlined and a MOU was signed on August 1, 2012, between the City and the YMCA.

In the summer of 2012, the City Council approved a resolution authorizing staff to place an advisory vote on the November 6, 2012 general election ballot regarding the construction of a Community and Aquatic Center in Sammamish (Proposition 1). The election results, which were certified on Nov. 27, 2012, show that 12,700 Sammamish residents (53.65%) voted in favor of the facility, while 10,971 (46.35%) voted against it. On December 4, 2012, the City Council passed a resolution accepting the results of the election and authorized the staff to proceed with the steps necessary to design and construct the center, pending the finalization of an operating agreement between the City and the YMCA.

The initial operating agreement with the YMCA was approved by the City Council on February 19, 2013. An architectural agreement with Barker Rinker Seacat was approved on March 18, 2013.

Financial Impact:

In consideration of the value of the YMCA's contribution to the recreational needs of the residents and in exchange for the operation and management of the facility, the YMCA will pay $1.00 annual rent for this property. Similarly, the City will pay $1.00 per year to lease the YMCA-owned property located adjacent to Pine Lake Middle School.

The City will contribute approximately $25 million to the community center project and the YMCA will contribute 20% of the construction and design costs, not to exceed a total of $5 million. The YMCA will also contribute equipment, furniture and fixtures in addition to funding the start-up costs, which represents an additional contribution of approximately $800,000.

Recommended Motion:

Authorize the City Manager to execute the <u>amended</u> Operating and Management Agreement with the YMCA for operation of the Sammamish Community and Aquatic Center, and authorize the City Manager to make minor changes to the indemnification and insurance sections of the agreement based on further review and discussion by both parties.

Exhibit 1

COMMUNITY AND AQUATIC CENTER
OPERATING AND MANAGEMENT AGREEMENT

THIS OPERATION AND MANAGEMENT AGREEMENT (hereafter the "**AGREEMENT**") is made this ___ day of _____, 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 ~~a,~~ 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 "**~~PREMISES~~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 ~~Parcel~~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~~PREMISES. The City hereby agrees to lease to the YMCA, and the YMCA agrees to lease from the City (the "**Center Lease**"), the ~~CENTER~~ 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~~program requirements stated in Section 5(c) below (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. ~~The term of this~~ This AGREEMENT shall ~~commence~~ 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~~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~~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~~ 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~~ 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~~ described in Exhibit "A".

c. The ~~CENTER~~ 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~~ and to the Final Design~~: 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~~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~~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~~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~~ Center and receipt of an occupancy certificate from the City, and during the Term, the YMCA shall operate the ~~CENTER~~ 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~~ Center and in using the ~~PREMISES~~Premises. The YMCA shall obtain all required licenses, certifications, or other approvals that may be required for the YMCA's use of the ~~CENTER~~ Center and the ~~PREMISES~~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~~ 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~~ Center and the ~~PREMISES~~Premises. For purposes of this Subsection, "routine maintenance" shall include maintenance of all items as defined below. The YMCA shall maintain ~~the CENTER and~~ 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~~ 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~~ Center and shall keep the ~~CENTER~~ 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~~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~~ 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~~ 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~~ Center and the entryways to the ~~CENTER~~Center.

e. Major Capital Maintenance and Repair.

i. The YMCA shall be responsible for maintaining the following elements of the ~~CENTER~~ 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~~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~~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~~ 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~~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~~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~~Center.

12. SIGNAGE, NAMING AND MARKETING.

a. The ~~CENTER~~ 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~~

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~~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~~ 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 ~~against claims for injuries to persons or damage to property which may arise from or~~

~~in connection with the YMCA's activities in regard to the operation and use of the leased Premises~~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~~ 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 ~~City's~~ 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~~ Center and other improvements on the ~~PREMISES~~ 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~~ Premises and the ~~CENTER~~ 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~~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~~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~~ Premises or by reason of the furnishing of labor, services, materials or equipment to the ~~PREMISES~~ 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~~ 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 it 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~~Premises.

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

21. LEASEHOLD EXCISE ~~TAX .~~ TAX. As the ~~PREMISES~~ Premises and the ~~CENTER~~ 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~~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~~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~~ Premises and the ~~CENTER~~ 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. ~~The City shall not be obligated to reimburse to the YMCA any portion~~ If such termination occurs, the YMCA will be compensated for the unamortized share of the YMCA Capital Contribution ~~or~~ and the unamortized share of the YMCA Capital Investment Costs ~~if~~ as of the ~~YMCA initiates~~ termination ~~within the first ten (10) years of the AGREEMENT. Otherwise, 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~~ 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 ~~(EXHIBIT C)~~ 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 ~~provide~~ 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~~ 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~~ Center or the ~~PREMISES~~Premises.

27. DESTRUCTION

a. Insured Damage to City-Insured Property. If the ~~CENTER~~ Center is damaged or destroyed by any peril covered by the City's ~~Insurance~~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~~ 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~~ Center is damaged or destroyed by any peril covered by the YMCA's ~~Insurance~~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~~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~~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.

Exhibit 1

~~CITY OF~~CITY OF SAMMAMISH

By _____
Its _____
Date: _____

YMCA OF GREATER SEATTLE

By _____
Its _____
Date: _____

Exhibit 1

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ 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 _____ of the ~~CITY OF~~CITY OF SAMMAMISH to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public
Print Name_____
My commission expires_____

(Use this space for notarial stamp/seal)

Exhibit 1

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ 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 _____ 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: _____

_____
Notary Public
Print Name_____
My commission expires_____

(Use this space for notarial stamp/seal)

Exhibit 1

EXHIBIT A

[Legal Description of the Property]

Exhibit 1

EXHIBIT B

[Legal Description of Adjacent Property]

Exhibit 1

EXHIBIT C

Recreational Property Lease

Exhibit 1

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.

Memorandum

DATE: April 2, 2013

TO: City Council

FROM: Ben Yazici, City Manager

RE: SE 8th Street Park Master Plan - Preferred Alternative

At the City Council meeting on Tuesday, February 19, the council discussed a list of potential park names for SE 8th Street Park. The names considered were:

- Backyard Trails Park
- Sammamish Backyard Park
- Sammamish Trails Park
- Owl Pond Park
- Big Rock Park (added during the meeting)

The council also discussed several other names, including variations of the above list. The council was unable to reach consensus on a new park name and asked staff to follow-up with Ms. Pigott, the property donor, regarding her preferences and next steps. A commitment was also made to follow-up with the naming committee.

Since that meeting, Ms. Pigott has indicated to staff that she prefers the name "Big Rock Park." This name was also a favorite of the naming committee and of several members of the council. When naming parks we try to identify names that are unique to the Puget Sound Region. As such, it should be noted that the City of Duvall also has a park named "Big Rock Park." Ultimately, however, there are no hard and fast rules regarding park names, so it will be up to the city council whether this is a suitable name for this park.

Ms. Pigott also agreed to lift the restriction on the use of "Frog Pond Park" as a potential park name. The use of this name was expressly prohibited in the Property Transfer Agreement for fear that park patrons would mistake Ms. Pigott's private residence (known as "Frog Pond Farm") for the public park. In talking with Ms. Pigott recently, we do believe we could effectively manage this via proper signage. While the name "Frog Pond Park" was not formally considered by the naming committee due to the restriction, it appeared to be a favorite. It was also submitted multiple times during the naming contest by members of the community.

If none of the names identified above are acceptable to the city council, Ms. Pigott does support re-opening our park naming contest. Should we decide to resume our naming contest, we would likely do so at the end of April with the goal of concluding mid-May. Our outreach strategy would continue to focus on the entire community, with a special emphasis on gathering ideas from our youth.

At this time we are seeking direction from the council as to how we should proceed.

Background:
In 2010, the City approved a donation agreement with Mary Pigott for the future donation of three parcels of land for park use. The first land transfer was completed in 2011 and the new park is temporarily referred to as "SE 8th Street Park."

The executed donation agreement between the City and Ms. Pigott identifies a process for naming the park. It reads as follows:

> *Donee shall not name or refer to the Property or any park thereon as "Frog Pond Farm," nor by any name or phrase including the names Mary Pigott or Pigott or Roger Giesecke or Giesecke. In addition, the Donor desires that the city use a public process to select any name by which the Property or any park thereon will be referred, including the following components:*
>
> *a. The Mayor [City Council] shall appoint a committee to develop a list of three to five potential names for the City Council's consideration. The list shall briefly state why the committee selected each name. The committee may solicit nominations from the community.*
>
> *b. In developing the list, the committee should consider the following guidelines:*
>
> *1. The name should be known and significant to the City residents,*
>
> *2. The name should not conflict with the names of other places or parks within the City or surrounding communities, and*
>
> *3. The names of living persons should be avoided unless circumstances warrant an exception.*

At the request of Ms. Pigott, the City partnered with the library and hosted a "park naming campaign" last summer. In addition, staff visited elementary schools last spring and compiled a list of ideas from local youth.

On October 6, 2012 at a regular meeting, the City Council appointed the following people to the naming committee:

1. Mary Pigott, Land Donor
2. Tom Vance, City Council Member
3. Sunita Dublish, Community Member and City Volunteer
4. Kazue Yoshida, Chair of the Sammamish Youth Board
5. Linda Frkuska, Deputy Parks Director

The committee met in November for discussion and selected a short list of potential names. Staff investigated the preliminary list of names and found several names already in existence in neighboring communities.

The committee met for a second time on January 7, 2013 and developed a list of four potential park names. The list was presented for council consideration on February 19, 2013.

March 28, 2013

To: The Sammamish City Council

FR: City Manager Ben Yazici

RE: City Fire Services

INTRODUCTION

Since October 2012 we have been working with our EF&R Partners to develop a new Funding Formula based on a combination of Assessed Valuation and Calls for Service. At your February 2013 Retreat the City Council expressed general support for a Funding Formula called the 75/25 Plan, which is described in detail below. Unfortunately at the March 18, 2013 Funding Model Committee Meeting this Plan was rejected by our Partners.

BACKGROUND

The City currently receives fire protection and emergency medical services from Eastside Fire and Rescue (EF&R). EF&R is a partnership created through an Interlocal Agreement between the City of Sammamish, the City of Issaquah, the City of North Bend, Washington Fire Protection District 10, and Washington Fire Protection District 38. The current Interlocal Agreement expires December 31, 2014 and will be renewed automatically for an additional 7 years unless a partner provides notice of withdrawal by January 1, 2014.

TIMELINE

February 2012 – In order to evaluate the City's fire protection and emergency medical services, the City solicited proposals from emergency management consultants. After reviewing the proposals the City Council selected the FCS Group. The City Council also appointed a Technical Advisory Board made up of former City Council Members to work with the FCS Group.

June 5, 2012 – The FCS Group and the Technical Advisory Board presented their recommendations to the City Council. This included comparing the City's cost for continuing as a Partner in EF&R, contracting with EF&R for fire services, contracting with another fire services provider, or operating a City Fire Department.

Sammamish currently pays for about 2.6 Fire Stations:

- 4% of the Issaquah Highlands Fire Station #73
- 98% of the Pine Lake Fire Station #81
- 98% of the Sahalee Fire Station #82
- 62% of the Klahanie Fire Station #83

The FCS Group recommended that if Sammamish were to contract with EF&R or operates a City Fire Department we should continue to share the cost of the Klahanie Fire Station #83, based on Calls for Service, with EF&R. Some of our EF&R Partners have expressed strong reservations about this idea. The FCS Group's data is detailed below:

Alternative	**2013 Cost for Service**	**2013 Cost for Service**
	Without Cost Sharing FS 83	**With Cost Sharing FS 83**
	3 Dedicated Fire Stations	**2.6 Fire Station**
EF&R Partner	Not Applicable	$5,647,058.00
Contract with EF&R	$6,483,621.00	$5,018,934.00
City Fire Department AWC Salaries	$6,197,458.00	$4,703,327.00
City Fire Department AWC Salaries	$6,260,326.00	$4,766,196.00

While moving to a City Fire Department could increase our costs, this would be more than offset by the increased level of service provided to our citizens from 3 dedicated fire stations. Bringing Fire Services in-house would also provide opportunities to explore more innovative service delivery models.

The City Council directed Staff to return with a Resolution adopting the Technical Advisory Board's recommendations.

June 18, 2012 – The City Council adopted Resolution R2012-498 – Approving the Recommendations of the Fire Services Technical Advisory Board. The Resolution authorized the City Manager to work with the City Council and our EF&R Partners to revise the EF&R Interlocal Agreement to achieve a governance and funding model that fully addresses the concerns raised in the Consultant's and Technical Advisory Board's reports. These include:

- A funding model for operations that includes a 50/50 split between assessed value and calls for service as an integral part of the Interlocal Agreement
- Retention of existing veto powers
- Crediting Emergency Medical Service levy collections attributable to each partner as a part of their individual operating fund contribution
- Base the Equipment/Facilities Reserves Fund contributions on usage
- Retention of City ownership of capital assets with building maintenance responsibility retained by the City
- 18 month notice of termination

The Resolution also stated that if a governance and funding model that fully addresses these concerns cannot be achieved in principle by September 17, 2012; the City Manager is authorized to pursue negotiations for a contract with EF&R, a contract with the City of Redmond, create a City Fire Department, or pursue other alternatives as they become available.

It is not unusual to include Calls for Service as a component in the funding model for fire services contracts. The Cities of Redmond, Kirkland, and Bellevue have contract arrangements with other Cities and Fire Districts. Calls for Service are a component in their funding models. Staff also spoke with a representative from the International City Management Association who confirmed that Calls for Service is included in Funding Formulas in other states as well.

August 7, 2012 - I met with representatives from Fire District 10 and the City of Issaquah to discuss the FCS Group's Fire Services Evaluation Study and the current EF&R funding formula as it relates to the Klahanie Fire Station #83. Sammamish currently pays 62% of the cost for the Klahanie Station and only receives 30% of the calls for service. I proposed applying the 50% Assessed Valuation and 50% Calls for Service standard to the Klahanie Fire Station with funding for all other Fire Stations remaining at 100% Assessed Valuation. This would have saved Sammamish approximately $300,000 per year. This concept was rejected by our EF&R Partners.

September 13, 2012 – The EF&R Board voted to "Establish a taskforce per the ILA with representation (elected/staff) from each partner to perform a review of the funding and service delivery models and bring forth recommendations (if any) for changes. The task force will provide updates at regular Board of Director's meetings with findings/recommendations brought forward at or before the May 2013 regular Board of Director's meeting."

September 17, 2012 – The City Council voted to: "Authorize the City Manager to continue working with the Eastside Fire and Rescue Partners until July 1, 2013 to revise the Interlocal Agreement to achieve a governance, funding formula, and a service delivery model that fully addresses the concerns raised in the consultant's and Technical Advisory Board's reports. These include:

- A funding model for operations that includes a 50/50 split between assessed value and calls for service as an integral part of the Interlocal Agreement.
- Retention of existing veto powers.
- Crediting Emergency Medical Service levy collections attributable to each partner as a part of their individual operating fund contribution.
- Base the Equipment/Facilities Reserves Fund contributions on usage
- Retention of city ownership of capital assets with building maintenance responsibility retained by the City
- 18 month notice of termination."

October 4, 2012 – EF&R Committee of the Whole (COW) Meeting. The EF&R Board agreed to form 2 new committees; the Funding Model Committee and the Service Delivery Model Committee. Both committees agreed to meet twice a month.

February 2, 2013 – City Council Retreat. The City Council discussed Fire Services and reiterated their desire to change the Funding Formula to include Calls for Service along with Assessed Valuation. The City Council also expressed general support for the 75/25 Plan as a new Funding Formula.

EF&R BOARD COMMITTEES

The **Funding Model Committee** reviewed the history behind the current funding model and discussed funding models used by various other fire departments and emergency services partnerships. The Committee proposed a new Funding Model, the 75/25 Plan, which includes:

- Issaquah Park & Ride Fire Station #72 – 75% Paid by Issaquah and 25% treated as a Regional Asset and paid for by all 5 Partners
- Sammamish Pine Lake Fire Station #81 – 75% Paid by Sammamish and 25% treated as a Regional Asset and paid for by all 5 Partners
- 75% of the operational cost for each Fire Station based on Assessed Value
- 25% of the operational cost for each Fire Station based on Calls for Service
    - Fire Calls for Service weighed 75%
    - Medical Calls for Service weighed 25%

EF&R Staff computed the impact of the Plan on Partner Contributions. This analysis was presented to the City Council at your retreat which showed a reduction of $445,711 in Sammamish's 2013 Partner Contribution.

Partner	Change 2013 Contribution
Fire District 10	$ (107,740.00)
Fire District 38	$ (465.00)
Issaquah	$ 416,768.00
North Bend	$ 138,148.00
Sammamish	$ (445,711.00)

In March 2013 EF&R Staff drafted "Impacts of Less Regionalization/Change in the Partnership". This report also included a version of the 75/25 Plan <u>which did not include:</u>

- Issaquah Park & Ride Fire Station #72 – 75% Paid by Issaquah and 25% treated as a Regional Asset and paid for by all 5 Partners
- Sammamish Pine Lake Fire Station #81 – 75% Paid by Sammamish and 25% treated as a Regional Asset and paid for by all 5 Partners

Sammamish's representatives supported the 75/25 Plan <u>as presented at the City Council Retreat</u> and, recognizing that the Plan could have a significant impact on the City of Issaquah, expressed a willingness to phase the Plan in over a number of years. Unfortunately at the March 18, 2013 Funding Model Committee Meeting this Plan was rejected by our Partners.

The **Service Delivery Model Committee** discussed provision of efficient and cost effective emergency services; including deployment of fire fighters and contracting out maintenance responsibilities. The Committee has also discussed treating some Fire Stations as regional resources for the purpose of computing the Funding Model. Unfortunately the Committee was unable to reach a consensus on proposed changes to EF&R's Service Delivery Model.

IMPACT OF SAMMAMISH LEAVING THE PARTNERSHIP

EF&R Staff computed the impact of Sammamish leaving EF&R on the remaining Partners. A preliminary version of this analysis was presented to the City Council at your retreat. In March 2013 EF&R Staff updated their analysis as shown below:

Partner	Change 2013 Contribution
Fire District 10	$ 271,745.00
Fire District 38	$ 68,807.00
Issaquah	$ (544,787.00)
North Bend	$ 40,316.00

While it would appear that Sammamish's departure from the Partnership could result in a substantial savings for Issaquah, it is understood that Issaquah would need to expend those funds to maintain their current level of service.

OPTIONS FOR CONSIDERATION

Notwithstanding the extensive work done by the City's EF&R Board Representatives, our EF&R Partners, EF&R Staff, and City Staff, the City Council currently has the same options available today that were originally presented by the FCS Group and the Technical Advisory Board:

- Continuing as a Partner in EF&R
- Contracting with EF&R for Fire Services
- Contracting/Partnering with another Fire Services Provider
- Operating a City Fire Department

In addition, I am continuing to have on-going discussions with our EF&R Partners and EF&R Staff to see if a workable solution acceptable to all EF&R Partners can be developed.

Item 1