



City Council Study Session

AGENDA

October 11, 2011

6:30 pm – 8:00 pm

Call to Order

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.

Topics

- Quarterly Department Reports:
 - Parks
 - Public Work
 - Finance/Information Technology
- Discussion: 228th Avenue Operational Analysis
- Commission Term Changes
- Discussion: Reard-Freed House Lease/Heritage Society

Adjournment

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

Oct. 2011			
Tues. 10/11	6:30 pm	Study Session	Department Reports: Parks/Public Work/ Finance/Information Technology Discussion: 228 th Avenue Operational Analysis Discussion: Reard-Freed House Lease/Heritage Society Commission Term Changes
Mon. 10/17	6:30 pm	Regular Meeting	Discussion: 2012 Budget Public Hearing Ordinance: First Reading Housing Codes Ordinance: First Reading Amending Terms for Council Commissions Bid Award: Crack Seal/Doolittle Construction (consent) Contract: On-Call Fencing/TBD (consent) Amendment: On-Call Engineering Services/WH Pacific
Nov. 2011			
Tues. 11/1	6:30 pm	Regular	Ordinance: Second Reading Housing Codes Ordinance: Second Reading Amending Terms for Council Commissions Ordinance: First Reading School Impact Fees Contract: EnerGov
Tues. 11/08	6:30 pm	Study Session	Department Report: Department of Community Development
Mon. 11/14	5:30 pm	Regular Meeting/Joint Meeting with PC	Process:Critical Areas Ordinance Update (ss) Public Hearing Resolution: Lamb House Transfer Public Hearing First Reading: Wireless Facilities Code Amendments Ordinance:First Reading Amendment to Critical Areas Ordinance Sunset Clause Ordinance: First Reading 2012 Budget Ordinance: Second Reading School Impact Fees Approval: Reard-Freed House Lease/Heritage Society
Dec. 2011			
Tues. 12/6	6:30 pm	Regular	Ordinance: Second Reading: Wireless Facilities Code Amendments Resolution: Final Acceptance/2011 Pavement Overlay Ordinance: Second Reading 2012 Budget Second Reading: Amendment to Critical Areas Ordinance Sunset Clause Contract: Custodial Service/TBD Contract: Parks Maintenance Services/TBD
Tues. 12/13	6:30 pm	Study Session/Special Meeting	Discussion: Red Light Cameras
Mon. 12/19	6:30 pm	Regular Meeting	CANCELLED
Jan. 2012			
Tues. 1/3	6:30 pm	Regular	Public Hearing: Ordinance First Reading Collective Gardens Moratorium
Tues. 1/10	6:30 pm	Study Session	Review: Parks, Recreation and Open Space Plan Commission Interviews
Mon. 1/16	6:30 pm	Holiday	Martin Luther King Day
Tues 1/17	6:30 pm	Special Meeting	Resolution: Appointing Members to the Planning Commission, Arts Commission, Parks & Recreation Commission and Beaver Lake Management District

Feb. 2012			
Tues. 2/7	6:30 pm	Regular	Ordinance Second Reading Collective Gardens Moratorium
Tues. 2/14	6:30 pm	Study Session	
Mon. 2/20	6:30 pm	Regular Meeting	
Mar. 2012			
Tues. 3/6	6:30 pm	Regular	
Tues. 3/13	6:30 pm	Study Session	
Mon. 3/19	6:30 pm	Regular Meeting	
Apr. 2012			
Tues. 4/3	6:30 pm	Regular	
Tues. 4/10	6:30 pm	Study Session	
Mon. 4/16	6:30 pm	Regular Meeting	
May 2012			
Tues. 5/1	6:30 pm	Regular	
Tues. 5/8	6:30 pm	Study Session	
Mon. 5/14	6:30 pm	Regular Meeting	
June 2012			
Tues. 6/5	6:30 pm	Regular	
Tues. 6/12	6:30 pm	Study Session	
Mon. 6/18	6:30 pm	Regular Meeting	
To Be Scheduled	To Be Scheduled		Parked Items
Ordinance: Second Reading Puget Sound Energy Franchise Franchise: Cable TV Lease: Reard/Freed House/Sammamish Heritage Society Land/Lease: with Mary Pigott for Reard/Freed House	Final Acceptance: 244 th Avenue Improvement Project Final Acceptance: SE 20 th Street Non-motorized Improvement Project Level of Service/Concurrency Emergency Plan		Joint Meeting/LWSD

<< September

October 2011

November >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 6:30 p.m. City Council Meeting	5 6:30 p.m. Parks and Recreation Commission Meeting	6 4 p.m. Public Safety Committee Meeting 6:30 p.m. Planning Commission Meeting	7	8 9 a.m. Volunteer Event at Pine Lake Park 10 a.m. 5th Sammamish Art Fair
9 10 a.m. 5th Sammamish Art Fair	10	11 6:30 p.m. City Council Study Session	12 6 p.m. Sammamish Youth Board Meeting	13 6:30 p.m. Community Garden Steering Committee Meeting	14	15 9 a.m. Sammamish Recycling Collection Event 9 a.m. Volunteer Event at Jacobs Creek 10 a.m. Sammamish Walks
16	17 5:30 p.m. Finance Committee Meeting 6:30 p.m. City Council Meeting 6:30 p.m. Arts Commission Meeting	18 5:30 p.m. City Council Council Office Hour	19	20 6:30 p.m. Planning Commission Meeting	21	22 9 a.m. Volunteer Event at Illahee Trail
23	24 9 a.m. Economic Development Committee Meeting	25	26	27 7 p.m. Jet City Improv	28	29
30	31					

<< October

November 2011

December >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 6:30 p.m. City Council Meeting	2 6:30 p.m. Parks and Recreation Commission Meeting	3 6:30 p.m. Planning Commission Meeting	4	5 11 a.m. Istanbul's Grand Bazaar - Turkish Cultural Event
6	7	8 6:30 p.m. City Council Study Session	9	10 6:30 p.m. Community Garden Steering Committee Meeting	11 8 a.m. Veterans' Day City offices closed	12
13	14 6:30 p.m. City Council Meeting	15 5:30 p.m. City Council Council Office Hour	16 6 p.m. Sammamish Youth Board Meeting	17 6:30 p.m. Planning Commission Meeting Canceled 7 p.m. Gardening With Native Plants	18	19 1 p.m. Volunteer Event at Lower Commons Park
20	21 5:30 p.m. Finance Committee Meeting 6:30 p.m. Arts Commission Meeting	22	23	24 8 a.m. Thanksgiving Holiday City offices closed	25 8 a.m. Thanksgiving Holiday City offices closed	26
27	28	29	30 5:30 p.m. City Holiday Lighting Ceremony			



Memorandum

Date: October 11, 2011

To: Ben Yazici, City Manager

From: Melonie Anderson, City Clerk

Re: Changes to Commissioners Terms

The terms for Council commissions have traditionally expired on December 31. This necessitated recruiting, interviewing and appointing new commissioners in November/December. Because newly elected councilmember members do not start their term until the beginning of January, they were not allowed to participate in the selection of new commissioners.

Staff is proposing to change the end date of all current and future commissioner terms to January 31st. New terms will begin February 1st. This will allow new councilmembers to participate in the selection process.

In addition to this change, the Arts Commission has requested that the alternate positions on their commission be eliminated, leaving nine voting-members. They would also like to stagger the term endings, similar to the Planning and Parks Commission terms. The staggering reduces the number of commissioners dropping off at any one time and promotes continuity.

An ordinance accomplishing the above goals will be presented for Council consideration at the October 17, 2011 regular meeting. If approved, current members will be notified of the extension of their terms by one month (All current members have been informed that this change is process and have agreed to extend their term for one additional month). The Beaver Lake Management Board has not been included because their terms are not set by ordinance. The recruitment process for all commissions and boards has already begun.

Attached you will find the proposed ordinance along with graphs showing the staggering of each term for each commission.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE O2011-_____**

**AN ORDINANCE OF THE CITY OF SAMMAMISH
WASHINGTON AMENDING SECTIONS 2.30.020, 2.60.020
AND 2.65.010 OF THE SAMMAMISH MUNICIPAL CODE
RELATED TO THE TERM COMMENCEMENT AND
COMPLETION OF COUNCIL COMMISSIONERS**

WHEREAS, the City Council approved creating a City Planning Commission, a Parks and Recreation Commission and an Arts Commission to serve as advisory bodies to the City Council; and

WHEREAS, the City Council had decided it would be beneficial to have the terms of these commissioners begin in February to allow for newly elected Councilmembers to participate in the interviews and appointments of said commissions; and

WHEREAS, the City Council desires to amend all of the terms for all the commissions; and

WHEREAS, the City Council desires to provide for a total of nine arts commission members and no nonvoting alternative members;

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

Section 1. SMC 2.30.020 (“Parks and Recreation Commission Membership”), Amended. Sammamish Municipal Code Section 2.30.020 (“Membership”) is hereby amended to read as shown in Attachment A:

Section 2.30.020 Membership

(1) Number of Members.

...

(b) The current terms for all positions on the commission shall be staggered as shows in Attachment A:

~~(i): Three of the five terms that expire in 2010 shall be extended for two years and shall expire in January 31, 2013; and the remaining two terms shall be for three years and shall expire on January 31, 2014.~~

~~(ii): Of the four terms that will expire in 2011, two shall be new terms for three years and shall expire on January 31, 2015; the remaining two terms shall be for four years and shall expire on January 31, 2016.~~

(c) Following the completion of each new term established by subsection (1)(b) of this section, the term for each position shall thereafter be four years and shall commence on February 1st.

Section 2. SMC 2.60.020 (“Planning Commission Membership”), Amended. Sammamish Municipal Code Section 2.60.020 (“Membership”) is hereby amended to read as shown in Attachment B:

Section 2.60.020 Membership

(1) Number of Members.

...

(b) The current terms for all positions on the commission shall be staggered as shown in Attachment B:

(i): ~~Two of the four terms that expire in 2007 shall be extended for three years and shall expire in 2010; and the remaining two terms shall be for four years and shall expire on January 31, 2012.~~

~~(ii): Of the three terms that will expire in December 2009, two shall be extended for four years and shall expire on January 31, 2014; and the remaining term shall be for three years and shall expire on January 31, 2013.~~

(c) Following the completion of each new term established by subsection (1)(b) of this section, the term for each position shall thereafter be four years and shall commence on February 1st.

...

Section 3. SMC 2.65.010(1) (“Arts Commission established – Membership”), Amended. Sammamish Municipal Code Subsection 2.65.010(1) (“Commission established – Membership”) is hereby amended to read as follows:

(1) The Sammamish arts commission, nine members appointed and confirmed by a majority vote of the members of the City council, is established. The term of office shall be four years. Commission members shall be selected for staggered terms as shown in Attachment C. All subsequent appointments shall be for four years, or for the duration of an unexpired term in the case of an appointment to a vacancy. All commission members’ terms shall expire on **January 31st** and all successive terms shall commence on **February 1st**. No member shall serve more than two consecutive terms of office. .

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF OCTOBER.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/ATHENTICATED

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: October 11, 2011
First Reading
Passed by the City Council:
Date of Publication:
Effective Date:

DRAFT

Parks & Recreation Commission Terms Staggered

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Position 1 (Rena Brady)	2/2011 - 1/2013		2/2013 - 1/2017			2/2017 - 1/2021				
Position 2 (Pauline Cantor)	2/2011 - 1/2013		2/2013 - 1/2017			2/2017 - 1/2021				
Position 3 (Judy Petersen)	2/2011 - 1/2013		2/2013 - 1/2017			2/2017 - 1/2021				
Position 4 (Larry Crandall)	2/2011 - 1/2014		2/2014 - 1/2018			2/2018 - 1/2022				
Position 5 (Steve Wright)	2/2011 - 1/2014		2/2014 - 1/2018			2/2018 - 1/2022				
Position 6 (Krist Morrirt)	2/2012 - 1/2015			2/2015 - 1/2019			2/2019 - 1/2023			
Position 7 (Mary Doerrer)	2/2012 - 1/2015			2/2015 - 1/2019			2/2019 - 1/2023			
Position 8 (John James)	2/2012 - 1/2016				2/2016 - 1/2020				2/2020 - 1/2024	
Position 9 (Hank Klein)	2/2012 - 1/2016				2/2016 - 1/2020				2/2020 - 1/2024	

Planning Commission Terms Staggered

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Position 1 (Mabbubul I.)		2/2012 - 1/2016			2/2016 - 1/2020					
Position 2 (Jan Klier)		2/2012 - 1/2016			2/2016 - 1/2020					
Position 3 (Mike Collins)		2/2011 - 1/2015		2/2015 - 1/2019			2/2019 - 1/2023			
Position 4 (Michael L.)		2/2011 - 1/2015		2/2018 - 1/2022			2/2019 - 1/2023			
Position 5 (Kathy R.)	1/2010 - 1/2013	2/2013 - 1/2017			2/2017 - 1/2021					
Position 6 (Joe Lipinsky)	2/2012 - 1/2014		2/2014 - 1/2018			2/2018 - 1/2022				
Position 7 (Jeff Wasserman)	2/2012 - 1/2014		2/2014 - 1/2018			2/2018 - 1/2022				

Arts Commission Terms Staggered

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Position 1 (vacant)	2/2011 - 1/2013	2/2013 - 1/2017				2/2017 - 1/2021				
Position 2 (vacant)	2/2011 - 1/2013	2/2013 - 1/2017				2/2017 - 1/2021				
Position3 (Barbara Jirsa)	2/2011 - 1/2014		2/2014 - 1/2018				2/2018 - 1/2022			
Position4 (Bala S)	2/2011 - 1/2014		2/2014 - 1/2018				2/2018 - 1/2022			
Position 5 (Rochell Wyatt)	2/2012 - 1/2015			2/2015 - 1/2019				2/2019 - 1/2023		
Position 6 (Bharath S.)	2/2012 - 1/2015			2/2015 - 1/2019				2/2019 - 1/2023		
Position 7 (Daphne R)	2/2012 - 1/2016				2/2016 - 1/2020				2/2020 - 1/2024	
Position 8 (Li Jingyu)	2/2012 - 1/2016				2/2016 - 1/2020				2/2020 - 1/2024	
Position 9 (vacant)	2/2012 - 1/2016				2/2016 - 1/2020				2/2020 - 1/2024	



Parks and Recreation Department

801 - 228th AVENUE SE • SAMMAMISH, WASHINGTON • TEL: 425-295-0500 • FAX: 425-295-0600 • WEB: WWW.CI.SAMMAMISH.WA.US

MEMORANDUM

DATE: October 6, 2011
TO: Ben Yazici, City Manager
FROM: Jessi Richardson, Director of Parks and Recreation
RE: Reard/Freed House Lease Agreement Update

In preparation for the Study Session on Tuesday, October 11, I wanted to provide you with an update on the lease agreements for the Reard/Freed House (House). For many years we have been working with members of the Sammamish Heritage Society (SHS) to identify a suitable location for the House. I am pleased to inform you that we have identified a two-part solution and anticipate moving the House in 2012.

Part One – Land Lease:

Thanks to the generosity of Mary Pigott, we have identified a suitable location on Parcel B of the Pigott properties (see attached) for placement of the House. Parcel B is the second of two parcels scheduled to transfer to the City for park use. While the property transfer date has not been finalized, we anticipate the transfer will occur sometime in the next five years. In the interim, Ms. Pigott has graciously agreed to lease a portion of her property to the City for placement of the House. At the request of Ms. Pigott the land lease will be executed between her and the City, not SHS.

As one of the conditions of the land lease, Ms. Pigott is requiring SHS to have raised all of the funds (in pledges, grants or cash) necessary to cover the cost of the house move, construction of a permanent foundation and exterior repairs. We understand that SHS has not raised the full amount, but they are optimistic this will happen in the next 6 to 9 months. Please see attached letter from SHS.

Part Two – House Lease:

The second lease and the lease that is the subject of our upcoming discussion is a lease between the City and SHS to allow for relocation and restoration of the House. Essentially, the City is leasing the House to SHS.

I have attached the most recent version of the House Lease to this memo. Please note this is not the final agreement as we are still negotiating several items and SHS has yet to complete a thorough legal review.

My goal at this juncture is to obtain feedback from both you and the City Council so that I may proceed with negotiations. In terms of timing, I would like to present a final agreement for

approval at the Council meeting on Monday, November 14. This allows approximately one month to complete negotiations and legal review by both parties. Time is of the essence in finalizing this lease as SHS would like to proceed with grant applications and many of these applications require a lease or ownership to qualify for funds.

Although I anticipate we will review this agreement in its entirety at the upcoming council meeting, I wanted to provide you with some of the highlights. They are as follows:

Term of the Lease: 15-years with an option to renew on a year-to-year basis thereafter. A term greater than 10-years (and sometimes more than that) is required for SHS to qualify for many of the historical preservation grants.

Requirement of Land Lease: This lease is conditioned on the approval of a subsequent land lease with Ms. Pigott. Failure to execute the second lease voids the House lease.

Rent: \$1.00 per year in exchange for restoration of the House (a public facility) and future provision of cultural and historic programs and services.

Use: The future use of the House has not been determined and will be included in the upcoming Master Plan discussions.

SHS Responsibilities:

- Coordinate and fund the House move.
- Design, permit and construct a permanent foundation.
- Perform necessary repairs to ensure safety of the structure and to improve the aesthetics of the House (i.e. roof replacement, siding repair and replacement and exterior painting.) Note, the nature of the interior repairs and restoration are not specified in this lease.

City Responsibilities:

- Provide secure perimeter fencing around the House once it is moved.
- Serve as the liaison to Ms. Pigott for purposes of managing the land lease and coordinating access to the site.

Utilities: The House will not be connected to utilities while the property is still under the ownership of Ms. Pigott. Provisions will be made to provide temporary water and electrical service to the site to support the proposed restoration project.

Relocation or Removal of the House: The lease includes a provision for removal of the House from the property (by SHS) if the terms of the lease are not met.

Termination: Termination language is not yet included in the draft. This will be discussed by SHS and the City and included in the final lease.

Finally, here are a few additional items that may be of interest to you:

- **Placement of the House:** While there were many potential locations for the House on Parcel B, the final location was determined based on guidelines provided by Ms. Pigott and restrictions due to a nearby well easement. Staff developed a concept plan to confirm that the placement of the house would still allow for a future parking lot - it does. The concept drawing of the house and the parking lot is attached.
- **Master Plan:** Staff will begin the Master Plan process for SE 8th Street Park (Pigott Parcel A) in January. Ms. Pigott is allowing us to include Parcel B in our Master Plan process. We appreciate this opportunity as it will allow us to plan for both parcels simultaneously, saving precious time and resources in the process.
- **Heritage Park:** Parcel B includes several historic features – a home, outbuildings and mature trees. With the addition of the Reard/Freed House this site lends itself nicely to a heritage themed park, something we don't currently have in Sammamish. The staff are enthusiastic about this opportunity to showcase Sammamish history and excited about the potential.

Attachments:

1. Draft Lease for Reard/Freed House
2. Graphic - Pigott Parcel A and B
3. Graphic - Proposed location for Reard/Freed House on Parcel B
4. Graphic – Concept Future Parking Lot
5. Letter from SHS to Ben Yazici, City Manager
6. List of Grants for Reard/Freed House
7. Sample Grant Application – Note House Ownership Requirements on Page 2

Lease for Reard/Freed House

THIS LEASE is entered into by and between the City of Sammamish, Washington (hereafter "the City") and the Sammamish Heritage Society (hereafter "the Society"), a Washington nonprofit corporation. The purpose of this lease is to allow the Society to improve and make use of a historic structure owned by the City, the Reard/Freed house, so that the house may be used as a historic and cultural resource for the citizens of Sammamish.

THE PARTIES hereby agree as follows:

Section 1. Description of the Property and Related Activities.

- A. The City is the owner of the Reard/Freed house (hereafter "the House"), a structure of historic significance for the City.
- B. The Society will be moving the House from its current location at the Crossings Development on 212th AVE SE to 1516 220th AVE SE, a property currently owned by Ms. Mary Pigott, hereafter described as "the Site." The final location of the house will be identified in a land lease between the City and Ms. Pigott. Note: This lease for the Reard/Freed House shall not become effective unless and until the City and Ms. Pigott execute such land lease.
- C. Ms. Pigott (hereafter "the Owner") will be donating the Site to the City, in the future, at a time of her choosing.
- D. Once moved, the Society wishes to undertake the restoration of the House and, thereafter, make use of it for historic and cultural purposes.

Section 2. House Move.

- A. The Society, at its sole risk and expense, shall be responsible for moving the House from its current location to the Site and for all costs related to its use once placed upon the Site. Costs shall include, but not be limited to the following: permits, utility relocation; access across any third party properties; removal and reinstallation of fencing that may be necessary to place the House upon the Site; construction of a foundation for the House (the design and location shall be subject to approval of the City); and the repair or replacement of portions of the House.
- B. The house shall be moved by a reputable, licensed building mover and the mover shall provide insurance coverage appropriate to the move to include Commercial Business Auto Liability coverage in an amount no less than a \$1,000,000 combined single limit per occurrence.

Section 3. Site Improvement Requirements.

- A. Following placement of the House upon the Site, the City shall provide fencing around the perimeter of the Site to limit general access to the Site, except as hereafter described.

Attachment 1 - Draft Lease

- B. The Society shall secure the House to a permanent foundation in a manner sufficient to allow improvements to be made to the House, such as painting and repairs, and to allow occupancy for public use.
- C. It is the Owner's desire that the House not be unsightly. Therefore, following placement of the House upon the Site, access to the Site shall be provided by the Owner to the City to perform work on the House to include, but not be limited to, work to stabilize, improve and repair the structure and to make aesthetic enhancements, such as painting the exterior.
- D. The House will not be connected to utilities until such time as the City becomes the owner of the Site. However, the Owner has agreed to provide a water source to the Site by means of a garden hose. Owner has further agreed to provide electricity to the Site by means of a heavy duty, electrical extension cord.
- E. All work performed by the Society in, on, or about the House shall be subject to the written approval of the City.
- F. Before commencing work upon the House, the Society shall obtain a Certificate of Appropriateness from the King County Landmark Commission.
- G. The Society shall obtain all permits that may be necessary to perform such work and all work shall be performed in a good and workmanlike manner.
- H. The Society shall be responsible for all volunteers providing work or services related to this lease and for meeting any requirements imposed by the State of Washington including the Department of Labor and Industries.

Section 4. Access to Site.

- A. The Society acknowledges that access to the site shall be coordinated by the City.
- B. In the event of an unexpected repair or emergency, the City or others acting on its behalf, may commence such repair and emergency work as required under the circumstances if the Society is unable to do so, provided that the City shall notify the Society as promptly as possible before such repair or emergency work commences or as soon thereafter as possible if advance notice is not practicable.

Section 5. Term. The term of this lease is fifteen (15) years, beginning on the date of execution of this lease, and may be renewed as described in Section 6, below.

Section 6. Renewal. Unless the City gives written notice to the Society that a renewal will be required at least 60 days prior to the end of the lease term, renewal will be deemed to have occurred automatically upon a year-to-year basis, after the initial term.

Section 7. Compensation to the City. Rent for the term of this lease shall be \$1.00 and other valuable consideration acknowledged by the parties.

Attachment 1 - Draft Lease

Section 8. Damage to Property. Neither the Society, nor any person acting on the Society's behalf, shall take any action or permit any action to be done which may impair or damage the subject Site or Owner's Property in general.

Section 9. Maintenance of Facility. The Society shall maintain the Site in a good and safe condition and in a manner that complies with all applicable Federal, State, and local requirements.

Section 10. Relocation or Removal of House. In the event that the Society fails to comply with the terms and conditions of this lease, then within 60 days following written notice from the City, the Society shall temporarily or permanently remove, relocate, change or alter the position of the House, repairs to the House, and/or materials and equipment placed upon the Site, as directed by the City.

Section 11. Damage to Site. Unless caused by the negligent, willful, or intentional acts of the City, the City shall not be liable for any damage or loss to persons or property occurring on the Site.

Section 12. Insurance.

The Lessee 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 Lessee's operation and use of the leased Premises.

No Limitation

Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Lessee shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.
2. Property insurance shall be written on an all risk basis.

B. Minimum Amounts of Insurance

Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

Attachment 1 - Draft Lease

- C. **Other Insurance Provisions**
The Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.
- D. **Acceptability of Insurers**
Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- E. **Verification of Coverage**
Lessee 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 Lessee.
- F. **Waiver of Subrogation**
Lessee 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.
- G. **City's Property Insurance**
City shall purchase and maintain during the term of the lease all-risk property insurance covering the Building for their full replacement value without any coinsurance provisions.
- H. **Notice of Cancellation**
The Lessee shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- I. **Failure to Maintain Insurance**
Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

Section 13. General Indemnification.

Lessee 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 Lessee's use of Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or

Attachment 1 - Draft Lease

suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Section 14. Assignments or Transfers. This lease shall run with the property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns. The Society shall not assign or transfer this lease or sublet all or any portion of the leased premises without the prior written consent of the City.

Section 15. Signs. Any signs or symbols placed on the Site by the Society shall be subject to the prior approval of the City. Any signs or symbols placed upon the Site shall be placed with the understanding and agreement that the Society will remove the same at the termination of this lease and repair any resulting damage or injury to the Site, if any.

Section 16. Non-Severability. Each term and condition of this lease is an integral part of the consideration given by each party and as such, the terms and conditions of this lease are not severable. If any section, sentence, clause or phrase of this lease should be held to be invalid or unconstitutional by a court of competent jurisdiction, this lease shall terminate unless suitable replacement terms can be agreed upon by the parties.

Section 17. Merger. This Lease constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Lease.

DATED this _____ day of _____, 2011.

CITY OF SAMMAMISH

SAMMAMISH HERITAGE SOCIETY

By: _____
City Manager

By: _____
[Insert title]

By: _____
[Insert title]

ATTEST/AUTHENTICATED:

CITY CLERK

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY



SE 8TH STREET PARK - SITE A & B

CONCEPTUAL SITE PLAN





SE 8TH STREET PARK - SITE B

CONCEPTUAL SITE PLAN





220TH AVE SE

100' Well Easement

Location of Existing Well

Existing Buildings

Existing Trail

FEED HOUSE

EXHIBIT B

SITE B

1"=50' ↑

SITE C

Attachment 5

October 5, 2011

Dear Ben:

Thanks for the opportunity to meet with you and Jessi the other day. Here is the information that you requested in reference to the Reard House and the Sammamish Heritage Society.

Initial Project Cost Estimates:

House Move	\$36,350
Foundation	\$10,500
Excavation	\$ 8,870
Exterior Repair (sill plate and floor joists	\$ 6,500
Roof	\$ 8,900
<u>Gutters</u>	<u>\$ 600</u>
TOTAL	\$71,720

Please note, the house move estimate includes tree trimming, PSE line drops, permits, fencing removal/replacement and the move itself.

The funding that has been raised to date is as follows:

Cash donations:	\$ 5,075
Pledges:	\$20,435
<u>Grants:</u>	<u>\$ 9,200</u>
Total:	\$34,710

The information regarding funding sources is on the attached document. We were just awarded \$9,200 from King County to help with the moving costs. We have also attached a sample grant application, which shows that one of the requirements is to prove ownership/lease of the project under consideration before grant funds may be awarded.

Please feel free to contact me if any other information is needed.

Sincerely,

Mary Moore
Sammamish Heritage Society
Reard House Chair

Cc: Jessi Richardson

Attachments

GRANTS AND FINANCING AVAILABLE FOR REARD HOUSE

Due Date	Name	Use	Match Required?
9/1/2011	4Culture Real Estate Action Fund - Submitted request for \$11,470 *	Move	No
9/14/2011	4Culture Heritage Cultural Facilities - Grants range from \$30,000 to \$125,000	Bricks and Mortar	No
10/01/2011	Puget Sound Energy Foundation - Average grant is \$2,000	Open	No
10/01/2011	National Trust for Historical Preservation - Average grant is \$5,000**	Architect	1 to 1
10/01/2011	Washington Trust for Historic Preservation - Average grant is \$1,600***	Bricks and Mortar	No
02/01/2012	4Culture Heritage Special Projects - Average grant is \$8,000	Historic Preservation	No
03/02/2012	4Culture Landmark Rehab - Maximum Grant is \$10,000	Bricks and Mortar	No
05/01/2012	State Heritage Capital Projects - Minimum \$25,000 to \$1,000,000	Bricks and Mortar	2 to 1
07/01/2012	4Culture Landmark Challenge - Grants over \$10,000	Bricks and Mortar	1 to 1

4Culture is a King County organization which provides grants from the local hotel and motel tax.

*Request approved for \$9,200. Requires lease.

**Requires ownership/lessee interest.

***Requires "An applicant must own, lease, or otherwise hold the property that will be the focus of the project for at least 13 years"

**Washington State Heritage Capital Projects Fund
Application Form – 2011-2013**

Must be postmarked by May 12, 2010 or received at the HRC office by 4 PM that day.

Applicant Entity's Legal Name:

Mailing Address:

State Legislative District:

Project Contact Person & Title:

Telephone:

E-mail:

Project Name:

Project Address:

State Legislative District:

GPS Coordinates:

Project Description:

HCPF Request: \$

Cost Share: \$

Total: \$

Cost Share in project already, in hand, and/or pledged: \$

(amount above must be at least 3/4ths of the cost share figure three lines above)

Project start and completion dates:

(Start should be no earlier than July 1, 2005 and completion no later than June 30, 2013)

Federal Employer Identification Number:

Washington State Unified Business Identifier Number:

Application to Building for the Arts (Yes/No):

Name & Title of Application Preparer:

By signing below, the applicants affirm they are authorized to make this application and certify it is accurate and complete.

Chief Fiscal Officer

Date

Chief Operating Officer

Date

Please answer all questions in the spaces provided, retain instructions on the form, and do not attach additional sheets or hand write the application.

PROPERTY OWNERSHIP OR LEASE INTEREST

This section is to confirm that the applicant has sufficient property rights to enter into and conduct the project. **This section is not scored, but must be fully completed to confirm eligibility:**

- If the applicant owns the real property, structure, building, facility, or object that is the project focus, indicate below and give exact date of acquisition.
- If a lease has been entered into, describe it briefly. The lease must be for a minimum of 13 years duration following completion of the project.
- If the property is the subject of a purchase and sale agreement, describe the status of that transaction.
- In any case, if real property is involved, give the legal description.

Attachment 7: Sample Grant Application

1. Project Summary Description—20 Points

- Provide a description of the project with emphasis on general nature and scope.
- Indicate stage of design and status of any project work completed or underway.
- Explain how the project will address high-performance building standards (RCW 39.35D) or indicate an exemption to LEED Silver has been granted by WSHS or is requested.
- Indicate the nature of any policies adopted to reduce greenhouse gas emission in compliance with RCW 70.235.070.

Attachment 7: Sample Grant Application

2. Heritage Interpretation and Preservation—20 Points

- Describe how the project preserves and interprets heritage sites and/or resources.
- Indicate whether the property or object central to the application is listed or eligible for listing on the National Register of Historic Places or the Washington Heritage Register and, if so, how relevant *Secretary of the Interior's Standards* will be followed.
- Describe any tribal consultation or responses to the project to date.

Attachment 7: Sample Grant Application

3. Plans, Capacity, and Public Benefit—10 Points

- Describe how the project fits the applicant’s mission, strategic plans, and capacity.
- Identify key project personnel, such as an architect, and give their qualifications.
- Describe the role of key partners and the nature of related written understandings.
- Describe the audience for this project and the public benefit.

Attachment 7: Sample Grant Application

4. Readiness—20 Points

- Describe why this is the best time for HCPF grant support and the readiness to have the project under way by July 2011 and complete by June 2013.
- Provide a brief timeline for the project to completion, noting important milestones.
- Discuss legal, permitting, zoning, or other issues that might delay the project.

Attachment 7: Sample Grant Application

5. Fund Raising Plan & Status—10 points

- Describe how the cost share (\$2 non-state to \$1 state) will be met.
- Describe any state grants received for the project and the status of all prior HCPF grants.
- Name and describe your key capital campaign leaders.
- Provide the plan for operating and maintaining the project in future years.

Attachment 7: Sample Grant Application

6. Budget—20 points

- Describe how the figures on the BUDGET FORM were determined.
- Provide a detailed description, including amounts, of cost share already in the project, in hand, or pledged, consistent with the BUDGET FORM.

HCPF PROJECT BUDGET FORM

Cost Category	Total	HCPF Funds	Cash Match	In-kind
Project staff				
Architecture/Engineering				
Construction/ Rehabilitation				
Property acquisition				
Equipment				
Furnishings				
Landscaping				
Permanent exhibitions				
Pre-design				
Value of lease				
Administration – 3%				
TOTALS				

Note: The categories given above are the ones typical for HCPF grants. Delete those that do not apply and add any particular to the project, except contingencies, reserves, or endowments. Other state government grants and related match should not be included in this budget. Please round to nearest dollar.

FOOTNOTES:

Attachment 7: Sample Grant Application

7. Attachments and Copies

- ***Submit the signed, master copy of the Application Form (all 10 pages) and the attachments listed below.***
- ***Submit 13 two-sided copies of the Application Form and the two items listed immediately below punched for a standard 3-ring binder, clipped together, and without any binder, cover, or staples.***
- ***Do not provide any other attachments.***

Required of all applicants and attached to the master application and all copies:

- Photographs showing site and conditions of property (up to 7 images)
- Architectural and site plans (up to 7 pages, which may be on 11x17 sheets)

Required of all applicants via one copy attached to master application:

- Signed "LEED Certification Declaration" form available at the WSHS website.

Required of non-profit organizations only via one copy attached to master application:

- Internal Revenue Service 501 c) 3 determination letter
- Current board of directors list
- State certificate of incorporation
- Most recent annual report or board approved financial statement

Other attachments required if applicable via one copy attached to master application:

- If the applicant does not own the property, a signed copy of any purchase and sale agreement or lease agreement

Optional and if available:

- Capital campaign packet – one copy
- Historic structure report – one copy