



City Council, Regular Meeting

AGENDA REVISED

October 19, 2010

6:30 pm – 9:30 pm
Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

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.

Approval of Agenda

Student Liaison Reports

- Eastlake High School
- Skyline High School

Presentations/Proclamations

Public Comment

Consent Agenda

- Payroll for period ending September 30, 2010 for pay date October 5, 2010 in the amount of \$260,441.76
1. Approval: Claims for period ending October 19, 2010 in the amount of \$810,196.65 for Check No.27604 through No.27713
 2. Lease Agreement: Recreation Center (Old Library Building)/Boys & Girls Club
 3. Purchase: Back Hoe/Brim Tractor Company
 4. Change Order: 2010 Overlay Project/Lakeside Industries
 5. Approval: Minutes for September 20, 2010 Special Meeting
 6. Approval: Minutes for September 21, 2010 Regular Meeting
 7. Approval: Minutes for September 28, 2010 Special Meeting

Public Hearing

8. Ordinance: Second Reading Relating To Siting Of Wireless Communication Facilities; Amending Chapter 21a.55.070 And .080 Of The Sammamish Municipal Code; Providing For Attachment Of Base Station Equipment And Limiting Height Increases; Providing For Severability; And, Establishing An Effective Date

Unfinished Business

9. Ordinance: Eighth Reading Adopting The Town Center Development Regulations As Title 21B Of The Sammamish Municipal Code; Adopting Zoning Map Amendments For The Town Center Subarea; Amending Provisions Of Title 20; And Adopting The Town Center Infrastructure Plan

Supplemental Actions:

- Ordinance: Adopting Amendments To Title 21A Of The Sammamish Municipal Code And Adopting Zoning Map Amendments For The Town Center Subarea
- Resolution: Adopting Interim Stormwater Development Standards For Sammamish Town Center
- Resolution: Adopting Interim Street Standards For Sammamish Town Center

New Business

10. Approval: 2011/2012 Human Service Grants
11. Resolution: Of the City of Sammamish Washington Modifying the Leave Without Pay Policy

Council Reports

City Manager Report

Executive Session – If necessary

Adjournment

AGENDA CALENDAR

Oct. 2010			
Mon 10/18	6:30 pm	Study Session	2011/2012 Departmental Budget Reviews/PW/Fire Facility Rental Fees
Tues 10/19	6:30 pm	Regular Meeting	Deliberations: Town Center Agreement: Boys & Girls Club (consent) Award: 2011/2012 Humans Services Grants Contract: Tractor & Trailer Purchase/Brim Tractor Comp. (consent)
Tues 10/26	6:30 pm	Special Meeting	Budget (if necessary)
Nov. 2010			
Tues 11/2	6:30 pm	Regular Council Meeting	Proclamation: American Diabetes Month Public Hearing: First Reading Adopting 2011/2012 Budget Public Hearing: First Reading Setting the Tax Levy Rate for 2011 Ordinance: Second Reading Wireless Code Amendments Resolution: 2011 Salary Schedule Resolution: 2011 Fee Schedule Ordinance: First Reading School District (ISD, LWSD, SVSD) Impact Fees Resolution: County Wide Planning Policies
Tues 11/09	6:30 pm	Study Session	Parks Commission Applicant Interviews Planning Commission Applicant Interviews Public Works Standards
Mon 11/15	6:30 pm	Study Session	Budget (If necessary)
Tues 11/16	6:30 pm	Regular Meeting	Ordinance: Second Reading Adopting 2011/2012 Budget Ordinance: Second Reading Setting Tax Levy Rate 2011 Ordinance: Second Reading School District (ISD, LWSD, SVSD) Impact Fees (consent) Resolution: LWSD Levy Support Final Acceptance: 2010 Neighborhood Traffic Management Program NE 19 th Drive Project Contract: Sports Turf Maintenance/The Brickman Group Ltd.(consent) Contract: Park Maintenance Services/Total Landscape Corp.(consent) Contract: Park Custodial Services/SMS Cleaning (consent) Contract: On-Call HVAC/MacDonald Miller (consent) Contract: On-Call Pressure Washing/Apex Pressure Washing (consent) Contract: On-Call Plumbing/ (consent) Contract: On-Call Electrical/(consent) Contract: On-Call Hydro-Seeding/(consent) Contract: Graphic Design Services/UpRoar (consent)
Dec. 2010			
Tues 12/07	6:30 pm	Regular Council Meeting	Parks/Planning Commission Appointments Contract: On-Call Development Review Services Bid Award: NE 14 th Neighborhood Traffic Management Program Project (consent)
Mon 12/13	6:00 pm	Volunteer Apprication Dinner	City Hall

Tues 12/14	6:30 pm	Joint Meeting/Planning Commission/Study Session	Sustainability
Mon 12/20	6:30 pm	Study Session	Canceled
Tues 12/21	6:30 pm	Regular Meeting	Canceled
Jan. 2011			
Tues. 1/4	6:30 pm	Regular Meeting	
Tues. 1/11	6:30 pm	Study Session	Update: Connectivity
Thurs 1/13	Noon	Employee Appreciation Luncheon	
Mon. 1/17	6:30 pm	Study Session	
Tues. 1/18	6:30 pm	Regular Meeting	Presentation: Waste Management (Susan Robinson)
Feb. 2011			
Tues. 2/1	6:30 pm	Regular Meeting	
Tues. 2/8	6:30 pm	Study Session	
Mon. 2/14	6:30 pm	Study Session	
Tues. 2/15	6:30 pm	Regular Meeting	
Mon. 2/21	Closed	Holiday	President's Day – City Offices Closed
Mar. 2011			
Tues. 3/1	6:30 pm	Regular	
Tues. 3/8	6:30 pm	Study Session	
Mon. 3/14	6:30 pm	Study Session	
Tues. 3/15	6:30 pm	Regular Meeting	
Apr. 2011			
Tues. 4/5	6:30 pm	Regular	
Tues. 4/12	6:30 pm	Study Session	
Mon. 4/18	6:30 pm	Study Session	
Tues. 4/19	6:30 pm	Regular Meeting	
May 2011			
Tues. 5/3	6:30 pm	Regular	
Tues. 5/10	6:30 pm	Study Session	
Mon. 5/16	6:30 pm	Study Session	
Tues. 5/17	6:30 pm	Regular Meeting	
Mon. 5/30	Closed	Holiday	Memorial Day – City Offices Closed
Jun. 2011			
Tues. 6/7	6:30 pm	Regular	
Tues. 6/14	6:30 pm	Study Session	
Mon. 6/20	6:30 pm	Study Session	
Tues. 6/21	6:30 pm	Regular Meeting	
Jul. 2011			
Mon. 7/4	Closed	Holiday	Independence Day – City Offices Closed
Tues. 7/5	6:30 pm	Regular	

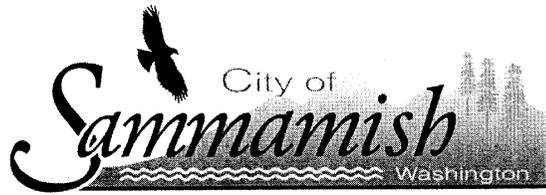
Tues. 7/12	6:30 pm	Study Session	
Mon. 7/18	6:30 pm	Study Session	
Tues. 7/19	6:30 pm	Regular Meeting	
To Be Scheduled		To Be Scheduled	Parked Items
Code Enforcement Code Amendments (1/18/2011)		Final Acceptance: 244 th Avenue Improvement Project	Public Works Standards
Ordinance: Second Reading Puget Sound Energy Franchise		Final Acceptance: SE 20 th Street Non-motorized Improvement Project	
Franchise: Cable TV		Final Acceptance: 236 th Avenue NE/NE 22 nd Street Intersection School Crossing Improvements	
Resolution: Final Acceptance ELSP Phase 1A			
East Lake Sammamish Parkway pedestrian crossing plan			

[[Add Event](#)]<< [September](#)**October 2010**[November](#) >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 5:30 p.m. City Council Office Hours	5 5 p.m. Finance Committee Meeting 6:30 p.m. City Council Meeting	6 6:30 p.m. Parks and Recreation Commission Meeting	7 5 p.m. Dep of Ecology Shoreline Master Program Meeting & Public Hearing 7 p.m. Front Porch-American Cycle "The Scarlet Letter"	8	9 10 a.m. Art Fair 1:30 p.m. Book-It: "The Prince of the Pond" 3 p.m. Draw with Wendy Wahman!
10 10 a.m. Art Fair 1:30 p.m. Thistle Theatre: "Dance Around the World with Jennifer" 3 p.m. Thistle Theatre: "Mrs. Periwinkle and Possum"	11 8:30 a.m. Art Exhibit - "Urban Jungle" by Veronique Lemerre	12 6:30 p.m. City Council Study Session	13 6 p.m. Sammamish Youth Board Meeting	14 6:30 p.m. Planning Commission Meeting Canceled	15	16 9 a.m. Fall Recycling Event 10 a.m. Sammamish Walks
17	18 5:30 p.m. City Council Office Hours 6:30 p.m. Arts Commission Meeting 6:30 p.m. City Council Study Session	19 6:30 p.m. City Council Meeting	20	21 7 p.m. Planning Commission Meeting	22	23 9 a.m. Parks and Recreation Volunteer Opportunity 9 a.m. Volunteer at Illahee Trail
24	25 7 p.m. "Urban Jungle" - Meet the Artist	26 6:30 p.m. City Council Special Meeting	27	28 6 p.m. Planning Commission Meeting 7 p.m. Comedy Night - Jet City Improv	29	30
31						

[[Add Event](#)]<< [October](#)**November 2010**[December](#) >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 6:30 p.m. City Council Meeting	3 6:30 p.m. Parks and Recreation Commission Meeting	4 6 p.m. Planning Commission Meeting	5	6
7	8	9 5 p.m. Finance Committee Meeting 6:30 p.m. City Council Study Session	10	11 8 a.m. Veterans Day City offices closed	12	13
14	15 6:30 p.m. Arts Commission Meeting 6:30 p.m. City Council Study Session	16 6:30 p.m. City Council Meeting	17 6 p.m. Art Exhibit Reception- Pajama Party 6 p.m. Sammamish Youth Board Meeting	18 6 p.m. Planning Commission Meeting	19	20 9 a.m. Parks and Recreation Volunteer Opportunity 9 a.m. Volunteer at Lower Commons Northwest Garden
21 9 a.m. Volunteer at Lower Commons Northwest Garden	22 9 a.m. Volunteer at Lower Commons Northwest Garden	23 9 a.m. Volunteer at Lower Commons Northwest Garden	24	25 8 a.m. Thanksgiving Day City offices closed	26 8 a.m. Thanksgiving Holiday City offices closed	27
28	29	30				



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: October 14, 2010
RE: Claims for October 19, 2010

\$ 183,290.12
502,335.04
124,571.49

183,290.12 +
502,335.04 +
124,571.49 +
810,196.65 =

TOTAL \$ 810,196.65

Check # 27604 through # 27713

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 10/14/2010 - 10:42 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
27690	10/19/2010	AADAMS	AAdams Tree Service	2,907.23	0
27691	10/19/2010	ACE	Ace Hardware, LLC	1,139.75	0
27692	10/19/2010	ALLAROUN	All Around Fence Co	848.63	0
27693	10/19/2010	BRAVO	Bravo Environmental	4,449.75	0
27694	10/19/2010	CADMAN	Cadman, Inc.	425.79	0
27695	10/19/2010	EASTEQ	Eastside Equipment & Marine	2,129.69	0
27696	10/19/2010	EWINGIRR	Ewing Irrigation	420.48	0
27697	10/19/2010	FAITH	Faith In Action	2,500.00	0
27698	10/19/2010	HWA	HWA GeoSciences, Inc	7,537.05	0
27699	10/19/2010	ISSCHURC	Issaquah Church & Community Sv	500.00	0
27700	10/19/2010	ISSAQI	Issaquah Press, Inc.	630.00	0
27701	10/19/2010	KBA	KBA Inc	32,178.16	0
27702	10/19/2010	KINGFI	King County Finance A/R	44,361.57	0
27703	10/19/2010	LAKESIDE	Lakeside Industries	66.80	0
27704	10/19/2010	LPD	LPD Engineering PLLC	10,018.50	0
27705	10/19/2010	MICRO	Microflex, Inc.	60.23	0
27706	10/19/2010	MINUTE	Minuteman Press	47.37	0
27707	10/19/2010	NWLSVC	NW Landscape Service	5,289.95	0
27708	10/19/2010	PSE	Puget Sound Energy	479.83	0
27709	10/19/2010	QWEST	QWEST	254.52	0
27710	10/19/2010	SAM	Sammamish Plateau Water Sewer	4,261.33	0
27711	10/19/2010	SHANNONW	Shannon & Wilson Inc	1,511.36	0
27712	10/19/2010	TC2	TC2 Inc	2,430.00	0
27713	10/19/2010	UNITRENT	United Rentals NW, Inc	123.50	0

Check Total:

124,571.49

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
27604	10/05/2010	AMEX	American Express	235.40	0
27605	10/05/2010	ANI	ANI Administrators NW Inc	1,736.99	0
27606	10/05/2010	AWCMED	AWC Employee Benefits Trust	89,447.63	0
27607	10/05/2010	CHAP13	Chapter 13 Trustee	539.00	0
27608	10/05/2010	ICMA401	ICMA 401	30,853.77	0
27609	10/05/2010	ICMA401x	ICMA401	4,790.48	0
27610	10/05/2010	ICMA457	ICMA457	8,382.55	0
27611	10/05/2010	ISD	Issaquah School District	18,392.00	0
27612	10/05/2010	LWSD	Lake Washington School Dist	28,160.00	0
27613	10/05/2010	PREPAIDL	Pre-Paid Legal Services, Inc	185.30	0
27614	10/05/2010	WATREAS	Wa State Treasurer	567.00	0
				183,290.12	
Check Total:					

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 10/13/2010 - 1:41 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
27615	10/19/2010	ALDWORTH	Kurt Aldworth	95.00	0
27616	10/19/2010	ANI	ANI Administrators NW Inc	165.00	0
27617	10/19/2010	ARTEAST	Art East	100.00	0
27618	10/19/2010	ASCAP	ASCAP	305.00	0
27619	10/19/2010	AWC	Association of Wa Cities	45.00	0
27620	10/19/2010	BELZAK	Steve Belzak	22.00	0
27621	10/19/2010	BUTKUS	Pete Butkus	22.50	0
27622	10/19/2010	CADMAN	Cadman, Inc.	355.24	0
27623	10/19/2010	CALPORT	CalPortland Company	8,337.90	0
27624	10/19/2010	CHANEY	Rebecca Chaney	3,673.50	0
27625	10/19/2010	COMCAST2	COMCAST	99.95	0
27626	10/19/2010	COSTCO	Costco Wholesale	722.99	0
27627	10/19/2010	DAILY	Daily Journal of Commerce	88.00	0
27628	10/19/2010	EWINGIRR	Ewing Irrigation	1,209.89	0
27629	10/19/2010	Frkuska	Linda Frkuska	13.00	0
27630	10/19/2010	FRONTIR2	Frontier	167.19	0
27631	10/19/2010	FRUHLING	Fruhling, Inc	1,301.03	0
27632	10/19/2010	GALT	John E. Galt	146.30	0
27633	10/19/2010	GRANGE	Grange Supply, Inc.	37.19	0
27634	10/19/2010	GUARDIAN	Guardian Security	96.00	0
27635	10/19/2010	HEROHOUS	NAMI Eastside Hero House	375.00	0
27636	10/19/2010	HOMEDE	Home Depot	415.04	0
27637	10/19/2010	ICMA	ICMA	5,550.00	0
27638	10/19/2010	IKONNW	Ikon Office Solutions	152.21	0
27639	10/19/2010	IRONMT	Iron Mountain	929.30	0
27640	10/19/2010	ISD	Issaquah School District	341.81	0
27641	10/19/2010	ISSAQ1	Issaquah Press, Inc.	570.00	0
27642	10/19/2010	ITE	Wa State Section of ITE	60.00	0
27643	10/19/2010	JACKS	Jack's Repair	1,438.10	0
27644	10/19/2010	JBLAWN	JB Instant Lawn	102.71	0
27645	10/19/2010	KEENEY	Keeney's Office Plus	24.90	0
27646	10/19/2010	KINGFI	King County Finance A/R	8,283.70	0
27647	10/19/2010	KINGPET	King County Pet Licenses	570.00	0
27648	10/19/2010	LAFRANCE	Eric LaFrance	450.94	0
27649	10/19/2010	LAKESIDE	Lakeside Industries	119.64	0
27650	10/19/2010	LEADER	Leader Manufacturing, Inc	9,425.78	0
27651	10/19/2010	LESSCHWA	Les Schwab Tire Center	20.27	0
27652	10/19/2010	LEXIS	Lexis Nexis Risk Data Mgmt	57.71	0
27653	10/19/2010	MACDONAL	MacDonald-Miller	415.58	0
27654	10/19/2010	MAILPO	Mail Post	1,809.35	0
27655	10/19/2010	MINUTE	Minuteman Press	57.60	0
27656	10/19/2010	NAMI	NAMI Eastside	1,250.00	0
27657	10/19/2010	NAPA	Genuine Parts Company/Issaquah	83.30	0
27658	10/19/2010	NESAM	NE Sammamish Sewer & Water	159.22	0
27659	10/19/2010	NEXTEL	Nextel Communications	2,270.78	0
27660	10/19/2010	NORSTAR	Norstar Industries, Inc	1,619.21	0
27661	10/19/2010	NWCASC	Northwest Cascade, Inc.	326.42	0
27662	10/19/2010	NWLSVC	NW Landscape Service	4,855.23	0
27663	10/19/2010	OILCAN	Oil Can Henry's	184.16	0
27664	10/19/2010	OVERHEAD	Engineered Products	1,325.55	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
27665	10/19/2010	PIEDMONT	Piedmont Directional Signs	525.00	0
27666	10/19/2010	PLATEAU	Plateau Motors	1,736.12	0
27667	10/19/2010	POTELCO	Potelco, Inc.	450.00	0
27668	10/19/2010	PSE	Puget Sound Energy	15,643.42	0
27669	10/19/2010	QUICK	Quick & Easy Concrete, Inc	683.28	0
27670	10/19/2010	RAINIER	Rainier Wood Recyclers Inc	22.00	0
27671	10/19/2010	REALCHEM	RealChem Northwest	287.44	0
27672	10/19/2010	RED-E	Red-E Topsoil	4,801.32	0
27673	10/19/2010	ROTARSAM	Rotary Club of Sammamish	26.00	0
27674	10/19/2010	ROTH	Roth Hill LLC	4,058.91	0
27675	10/19/2010	SAM	Sammamish Plateau Water Sewer	4,000.06	0
27676	10/19/2010	SCI	SCI Infrastructures, LLC	374,012.65	0
27677	10/19/2010	SEATIM	Seattle Times	1,310.22	0
27678	10/19/2010	SEQUOYAH	Sequoyah Electric, LLC	13,468.50	0
27679	10/19/2010	SONITROL	Sonitrol Pacific	793.92	0
27680	10/19/2010	SPRAGUE	SPRAGUE	91.98	0
27681	10/19/2010	STAPLES	Staples Advantage	4,625.57	0
27682	10/19/2010	STOECKL	Jane C. Stoecklin	110.00	0
27683	10/19/2010	SUNBELT	Sunbelt Rentals	197.49	0
27684	10/19/2010	UNITRENT	United Rentals NW, Inc	4,419.25	0
27685	10/19/2010	VIBRANT	Vibrant Plants, Inc.	464.53	0
27686	10/19/2010	VOYAGER	Voyager	7,121.40	0
27687	10/19/2010	WERRE	Lisa Werre	102.30	0
27688	10/19/2010	WINGIT	Wing-It Productions	1,600.00	0
27689	10/19/2010	ZUMAR	Zumar Industries, Inc.	1,537.49	0
				<hr/> <hr/>	
Check Total:				502,335.04	
				<hr/> <hr/>	



City Council Agenda Bill

Meeting Date: October 19, 2010

Date Submitted: October 13, 2010

Originating Department: Parks and Recreation

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: Lease Agreement with the Boys and Girls Club

Action Required: Authorize the City Manager to execute a lease agreement with the Boys and Girls Club of King County for use of the Recreation Center to provide recreation services to the Sammamish Community.

Exhibits:

1. Lease Agreement
2. Exhibit B – Center Schematic
3. Exhibit C – Schematic for Second Entrance

Budget: N/A

Summary Statement:

This is a lease agreement with the Boys and Girls Clubs of King County, Inc. (Club) for the City owned facility located at 825 - 228th Ave NE (former King County Library building). The Club intends to remodel and operate the facility primarily as a learning and recreation center for teens. Additional community recreation programs will also be provided at this facility.

We anticipate the Board of Directors of the Boys and Girls Club will approve this Lease Agreement at their board meeting later this month.

Summary of the Lease Agreement:

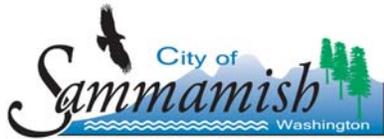
A draft lease agreement was presented to the City Council at the Study Session on September 20. Since that time, we have completed negotiations with the Club and have presented a final lease agreement for your review and approval. It should be noted, however, that a few of the items have changed since the Council last reviewed the lease agreement. Where a change has occurred, I have noted it in the summary below.

- **Term of the Lease (Page 1):** 10-years with an option to extend up to 40-years. At the time this item was previously reviewed by the City Council, the allowable extension was up to 30-years. During subsequent negotiations we have agreed to increase this to 40-years to accommodate the long-term goals of the B&G Club.



City Council Agenda Bill

- **Rent (Page 2):** \$1.00 per year in exchange for recreation services provided to the community, maintenance of the facility, and the tenant improvements.
- **Construction of the Gym (Page 5):** This item was added to the lease since last reviewed by the City Council. This new section simply acknowledges that both parties desire a future gymnasium, however, this section does not obligate the Club to complete this work. This new language also indicates that although an addendum to the lease will be required for the gymnasium addition, the general terms of the original lease will apply.
- **Use Privileges (Page 6):** City maintains the first rights to use (or program) the facility during school hours; the Club has priority use during non-school hours. Additional use by either party may be negotiated on an as-needed basis.
- **Utilities (Page 7):** All utilities are paid by the Club.
- **Club Maintenance Responsibilities (Page 8):** The Club is responsible for routine maintenance and inspections, janitorial services, landscape maintenance services, maintenance of locks, and fire alarm monitoring services.
- **City Maintenance Responsibilities (Page 8):** The City is responsible for major capital repairs including the roof, exterior cladding, the HVAC system, plumbing, electrical, exterior pavement and sidewalks, the fire alarm monitoring system, the fire suppression/sprinkler system, and the backflow prevention assemblies.
- **Additional Programming (Page 9):** The Club agrees to provide additional community programs at the facility to the extent that is feasible and/or does not put the Club at additional risk for liability. All additional programming will be agreed to by both the Club and the City.
- **Dispute Resolution (Page 10):** The agreement establishes a dispute resolution committee, made up of representatives from the City and the Club to handle issues that may arise over the course of this agreement.
- **Insurance (Page 14):** At the request of the City Council, the general liability insurance limits were reviewed by WCIA and were determined to be both “standard” and “satisfactory” for this type of agreement. No changes were made to this section of the lease.
- **Termination for City Purposes (Without Cause) (Page 23):**
 - The lease precludes termination by the City prior to 10-years.
 - After the initial 10-year period, the City may terminate by providing a one-year notice to the Club.
 - If the lease is terminated any time prior to 40-years, the City will pay to the Club the amortized value of the Club’s capital improvements. The amortization schedule is based on a 40-year straight line amortization formula.



City Council Agenda Bill

- Furthermore, if the lease is terminated any time prior to 20-years, the City will pay the amortized value of the Club's capital improvements plus a 20% penalty.
- **Termination for Default (Page 24):** The parties must follow the dispute resolution process outlined in the lease prior to terminating for default. If the City terminates for default, we take possession of the building with no obligation to reimburse the Club. If we are unable to find a new tenant, the Club is also required to provide operating funds for up to two years.
- **Termination by the Club (Without Cause) (Page 24):** The Club may terminate without cause by providing a one-year notice to the City. In this scenario, no payment or compensation will be owed the Club.
- **Right of First Offer and Right of First Refusal (Page 27):** The Club has the right of first offer to purchase the property should the City decide to sell during the course of the lease. The Club also retains the first right of refusal, should the City receive an offer from a third party. The previous version of the lease outlines an option to purchase the facility, but further negotiations led to the changes noted above.

Additional Items of Interest:

- **Phase I Remodel:** The Club is underway with design of the Phase I project (interior remodel only). Upon approval of the lease agreement, the Club will submit their application for land-use permits and proceed with SEPA. We anticipate the Recreation Center will open the summer of 2011.
- **Phase II Project:** The Club is proceeding with design of the Phase II project (gymnasium addition) as well. Designing both phases concurrently saves the Club considerable design costs and will allow them to proceed with construction of Phase II as soon as the funds are raised. We are uncertain of the timeline for Phase II.
- **Second Access off of Inglewood Hill Road:** The Parks and Recreation Department staff are proceeding with the work required to build the secondary access off of Inglewood Hill Road. Negotiations with the property owners to the west of the Recreation Center (we have to cross a portion of their land to build the driveway) are proceeding. Our goal is to have the secondary access completed in time for the summer 2011 opening.

Background:

The City of Sammamish purchased the old library/future Recreation Center building from the King County Library District. The purchase price was \$3.4 million and the purchase was finalized on February 1, 2010.



City Council Agenda Bill

Financial Impact:

In consideration of the value of the Club's contribution to the recreation needs of the residents of the City, the Club shall pay \$1.00 annual rent for this property.

The City is responsible for major capital repairs on this building as further described above and in the lease agreement. Although we are not anticipating any major capital repairs at this facility in 2011 or 2012, we have allocated \$200,000 each year in the parks capital replacement fund. Should a repair become necessary these funds would be used to cover the capital repair costs at this facility. As of this writing, the Council is still reviewing the Preliminary 2011-12 budget.

Recommended Motion:

Authorize the City Manager to execute a lease agreement with the Boys and Girls Club of King County for use of the Recreation Center to provide recreation services to the Sammamish Community.

DRAFT
LEASE, JOINT USE AGREEMENT AND RIGHT OF FIRST REFUSAL

THIS LEASE, JOINT USE AGREEMENT AND RIGHT OF FIRST REFUSAL (this “Agreement”) is made this ___ day of _____, 2010, by and between the City of Sammamish (the “City”), a Washington municipal corporation, and the BOYS AND GIRLS CLUBS OF KING COUNTY, INC., a Washington nonprofit corporation (the “Club”).

BACKGROUND

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

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

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

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

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

1. LEASE OF PREMISES.

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

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

Exhibit 1

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

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

2. RENT.

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

3. TENANT IMPROVEMENT OBLIGATIONS.

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

Prior to commencement of the construction work outlined in the Center Design Documents (the “Work”), the Club shall regularly provide the City’s Parks and Recreation Director with reports

Exhibit 1

including, but not limited to, any revisions in the Center Design Documents and the status of any pre-construction activities. Any revisions to the design of the Center including, but not limited to, signage, landscaping, traffic flow and any subsequent plans and specifications for additions or improvements thereto, shall be subject to the timely approval of the City, which approval shall not be unreasonably withheld.

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

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

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

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

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

Exhibit 1

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

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

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

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

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

(ii) If the Club has not commenced the Work by January 1, 2011, and the City determines that the Club has not engaged in good faith efforts to do so within a reasonable time, then the City may terminate the Club's right to use the Premises and this

Exhibit 1

Agreement; provided that, this Agreement shall be extended to the extent of any delay in the completion of the Center caused by an act of God, labor strikes, declarations of or acts of war or terrorism, or by actions of the City or by any delay caused by permit or land use appeals, including both administrative and judicial appeals, related to the remodel of the Center and use of the Premises as contemplated by this Agreement; and provided further that, the City may grant an extension if the Club demonstrates, in the City's sole discretion, that it has engaged in good faith efforts to complete the Work and has reasonable expectations for meeting such goals. The length of any extension granted by the City pursuant to this Subsection shall be determined by the City, in its sole discretion, based upon the facts and circumstances of the Club's request for such an extension.

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

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

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

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

5. CITY'S USE PRIVILEGES.

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

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

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

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

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

parties are unable to do so, the modification or deferral process set forth in this Subsection 5(b)(i) shall apply to such new programs or activities in the Center.

6. IMPROVEMENTS.

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

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

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

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

9. MAINTENANCE AND REPAIR COSTS.

a. Routine Maintenance and Inspections.

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

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

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

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

Exhibit 1

exterior pavement and sidewalks; fire alarm monitoring system, fire suppression/sprinkler system, and the backflow prevention assembly.

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

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

10. SECURITY AND STAFFING OF CENTER.

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

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

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

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

12. COORDINATION OF USES; DISPUTION RESOLUTION.

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

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

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

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

(iv) At least once per year the Designated Representatives shall convene a joint meeting of the City of Sammamish Youth Board and the Boys & Girls Club

Exhibit 1

Keystone, or teen leadership Board, to discuss programs, facility improvements, funding, and any other issues of interest to the youth advisory groups. Additional meetings may be scheduled as deemed necessary.

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

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

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

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

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

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

13. INDEMNIFICATION/HOLD HARMLESS.

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

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

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

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

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

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

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

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

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

Exhibit 1

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

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

14. INSURANCE.

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

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

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

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

(1) coverage for Premises and operations;

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

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

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

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

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

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

(A) Liability Coverages.

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

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

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

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

(C) Acceptability of Insurers. Unless otherwise consented to by the City, insurance coverage is to be placed with insurers with a Best’s rating of no less than

Exhibit 1

AVII, or, if not rated by Best's, with minimum surpluses the equivalent of Best's surplus size VII.

(D) Verification of Coverage. The Club shall furnish the City with certificates of insurance and endorsements required by this Agreement. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City and are to be received and approved by the City prior to the commencement of activities associated with this Agreement. The City reserves the right to require complete certified copies of all required policies at any time.

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

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

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

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

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

(A) Automobile Liability. Insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO)

Exhibit 1

form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(B) Commercial General Liability. Insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

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

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

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

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

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

Exhibit 1

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

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

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

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

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

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

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

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

- (1) coverage for Premises and operations;
- (2) contractual liability (including specifically liability assumed herein);
- (3) Employers' Liability ("Stop-Gap" coverage).

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

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

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

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

(A) Liability Coverages.

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

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

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

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

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

(D) Verification of Coverage. The City shall furnish the Club with the Evidence of Coverage Letter required by this Agreement. The Evidence of Coverage Letter is to be signed by a person authorized by that insurer to bind coverage on its behalf. The Club reserves the right to require complete certified copies of all required policies at any time.

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

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

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

15. HAZARDOUS SUBSTANCES.

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

Exhibit 1

damages, cleanup costs, response costs, and expenses, including reasonable attorney's fees arising out of or in any way related to the Release by the Club, or any of its agents, representatives, employees, or authorized users.

b. City Representations, Activities and Indemnification. The City represents and warrants that to the best of its knowledge, no Hazardous Material has been or shall be discharged, dispersed, released, stored, treated, generated, disposed of, or allowed to escape on, under, or from the Premises prior to the Commencement Date. The City has not and shall not generate, release, spill, store, deposit, transport, or dispose of (collectively "Release") any hazardous substances, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances, hazardous materials, toxic substances, or any pollutants or substances defined as hazardous or toxic as defined by applicable federal, state, and local laws, regulations, or agencies in any reportable quantities ("Hazardous Substances") in, on or about the Premises. The City shall indemnify, hold harmless, and defend the Club from any and all claims, liabilities, losses, damages, cleanup costs, response costs, and expenses, including reasonable attorney's fees arising out of or in any way related to the Release by the City, or any of its agents, representatives, employees, or authorized users, or the presence of such Hazardous Substances in, on or about the Premises or migrating through or emanating from the Premises prior to the Commencement Date.

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

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

notice thereof, and the Club shall defend such claims at its sole cost by counsel reasonably satisfactory to the City. Notwithstanding the Club's obligation to defend the City as stated herein, the City shall retain the right to participate in said defense. The Club's obligations pursuant to this Section 17 shall survive the expiration or earlier termination of this Agreement.

18. SIGNS AND NAMING.

a. Signs. All signs or symbols placed anywhere externally on the leased Premises shall be subject to the prior approval of the City, which shall not be unreasonably withheld. If any signs are permitted by the City, such signs shall be removed by the Club at the termination of the Agreement. All signs shall meet all applicable zoning codes of the City of Sammamish.

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

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

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

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

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

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

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

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

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

25. TERMINATION.

a. Termination for City Purposes.

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

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

(iii) If the City exercises the City Early Termination Option, the City shall pay to the Club an amount equal to the Total Development Costs (defined in section 3(d) above) minus the Amortized Value (as defined below). If the City exercises the City Early

Exhibit 1

Termination Option prior to the twentieth anniversary of the Commencement Date, the City shall pay to the Club an amount equal to the payment calculated above multiplied by 120%.

b. Termination for Default. The parties are required to follow the dispute resolution process in Section 12 prior to taking steps under this Subsection to terminate for default. Only after pursuing the steps in Section 12, shall each party have the right to terminate this Agreement in the event the other party is in default of any material term or condition of this Agreement. In such event, the non-defaulting party shall provide the other party thirty (30) days' advance written notice specifying the basis for such determination. If the other party thereafter fails to commence reasonable steps within the thirty-day period to remedy the default, then this Agreement shall be deemed terminated; provided, however, that if the nature of the default is such that it cannot be remedied within ninety (90) days, then the Agreement shall not terminate so long as the party in default is proceeding promptly to remedy the default and does so within such additional period as may be agreed upon by the parties. This clause shall not be invoked by either party for purposes other than default. Such termination shall be subject to the following terms and conditions:

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

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

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

Exhibit 1

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

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

26. DESTRUCTION.

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

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

c. Insured Damage to Club-Insured Property. If the Premises are damaged or destroyed by any casualty covered by the Club's Insurance, the Club shall repair such damage as soon as reasonably possible, to the extent of the available proceeds, and this Agreement shall continue in full force and effect. Alternatively, the Club may, at its option, elect not to restore the Club-insured portions of the Center, subject to the Club providing the City with written

notice of such election within four (4) weeks of the receipt of the proceeds of the Club Insurance. Upon an election by the Club not to restore pursuant to this paragraph, in which case, this Agreement shall terminate.

27. CLUB'S PURCHASE RIGHTS.

a. Right of First Offer. The Club shall have throughout the term of this Lease a right of first offer to purchase the Property (the "Club's First Offer Right"). Prior to entering into any negotiations or agreements with a third party with respect to the sale, lease or other transfer of the Property, the City shall notify the Club when and if the City desires to sell the Property. Upon receipt of such notice, the Club shall have thirty (30) days to either a) notify the City that it desires to proceed in good-faith negotiations with the City with respect to the terms and conditions of the Club's purchase of the Property, other than price, which shall be the Fair Market Value, determined as set forth in paragraph 27(c) below; or b) notify the City that it does not desire to enter into negotiations with the City for the purchase of the Property, at which time the City may proceed in offering the Property to other parties.

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

c. Fair Market Value. The Club's First Offer Right and the Club's First Refusal Right shall each be a right to purchase the Property for "Fair Market Value", which shall be established pursuant to the following procedures: each party shall select an MAI appraiser, with at least 10 years of experience valuing commercial properties, who shall conduct its

Exhibit 1

appraisal based on a the price a willing buyer would pay a willing seller for the Premises. Fair Market Value shall be the average of the two appraisals less an amount equal to Amortized Value, as described in paragraph 25. .

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

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

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

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

29. JURISDICTION, VENUE, AND GOVERNING LAW. The parties hereto, their successors and assigns, hereby consent to the jurisdiction and venue of the King County Superior Court, State of Washington, for the determination of any dispute that may arise pursuant to the terms of this Agreement and other agreements contained herein to the extent not resolved pursuant to Section 12 above. All the rights and remedies of the respective parties shall be governed by the provisions of this instrument and by the laws of the State of Washington as such laws relate to the respective rights and duties of school City's and the Club.

Exhibit 1

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

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

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

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

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

CITY OF SAMMAMISH

By _____
Its _____

Date: _____

BOYS AND GIRLS CLUBS OF KING COUNTY

By _____
Its _____

Date: _____

EXHIBIT A

Legal Description of the Property

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

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

Except the North 335.02 feet thereof; and

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

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

EXHIBIT B

Center Schematic

EXHIBIT B



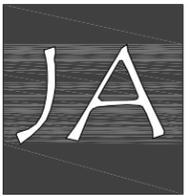
Sammamish Boys & Girls Club EX3 Teen Center
 Schematic Design
 March 11th, 2010

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



EXHIBIT C

Schematic of Second Entrance



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

SAMMAMISH EX3 TEEN CENTER

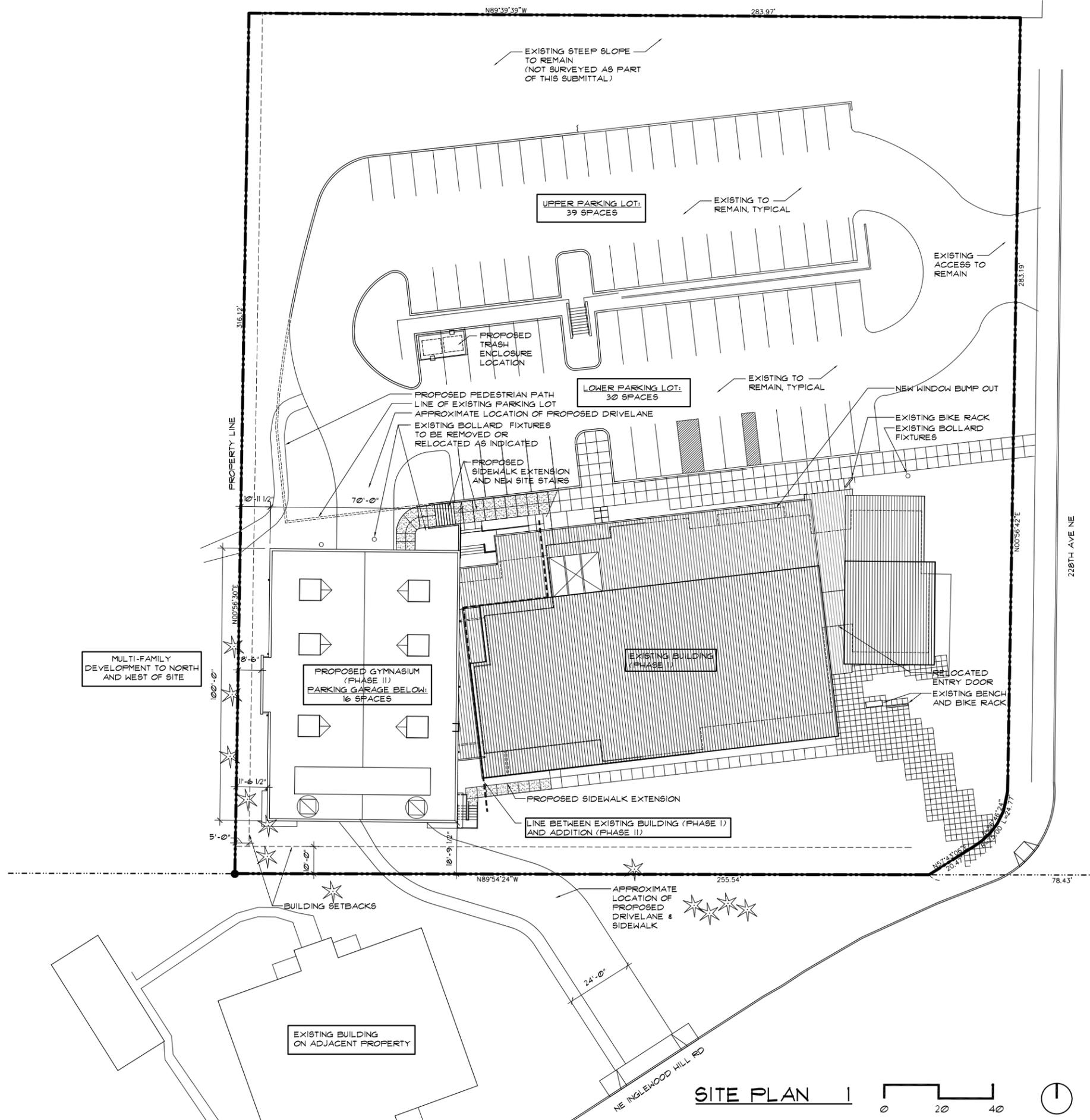
SITE : 825 228TH AVE NE
 SAMMAMISH, WA 98074
 OWNER: BOYS AND GIRLS CLUBS OF KING COUNTY
 603 STEWART STREET #300
 SEATTLE, WA 98101

DRAWING ISSUE

10.11.10 SCHEMATIC
 DRAWINGS

SITE PLAN

A200



SITE PLAN





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

SAMMAMISH EX3 TEEN CENTER

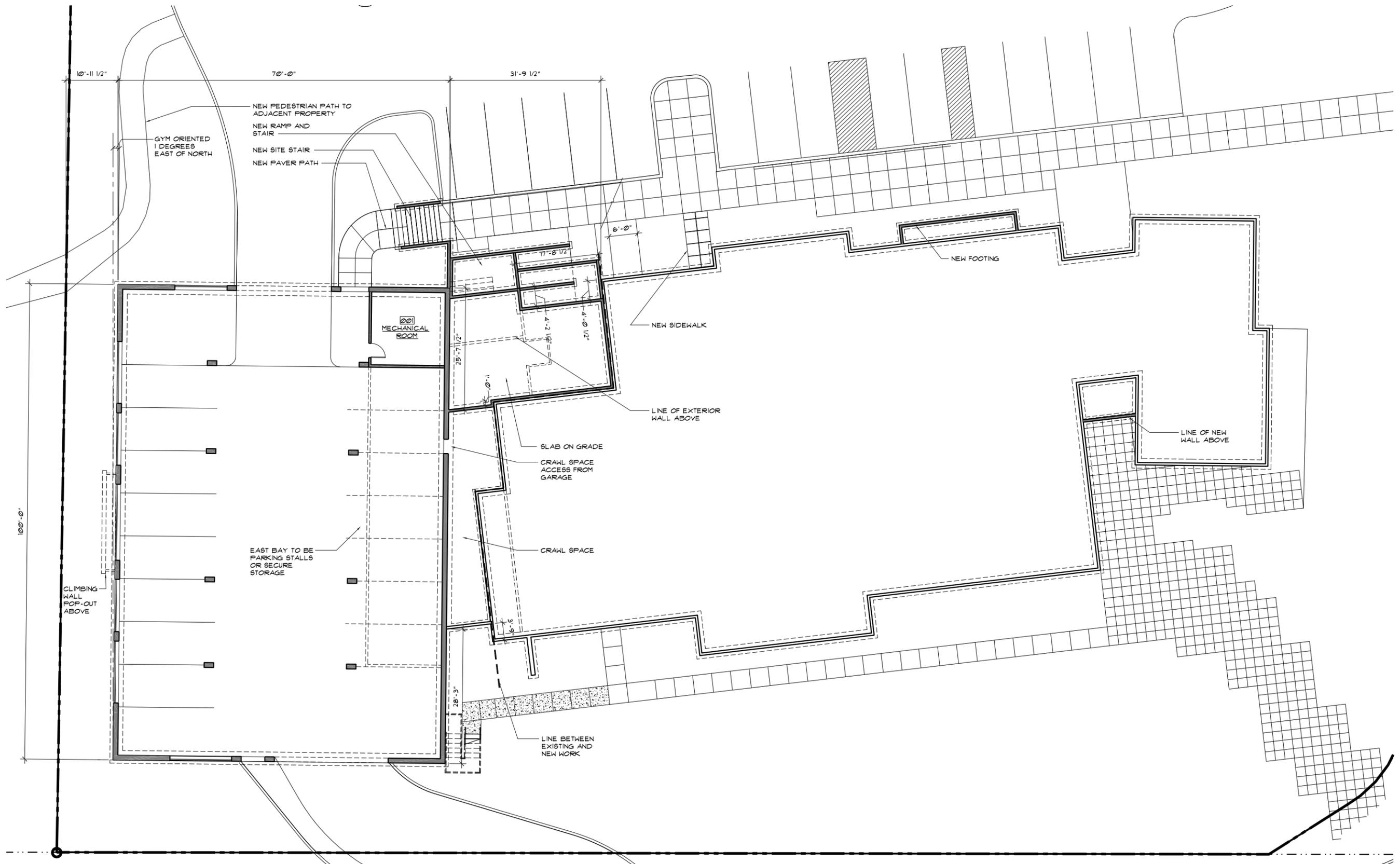
SITE : 825 228TH AVE NE
 SAMMAMISH, WA 98074
 OWNER: BOYS AND GIRLS CLUBS OF KING COUNTY
 603 STEWART STREET #300
 SEATTLE, WA 98101

DRAWING ISSUE

10.11.10 SCHEMATIC
 DRAWINGS

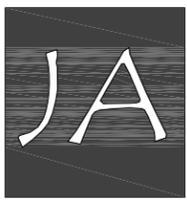
**ENLARGED
 SITE PLAN
 GARAGE
 LEVEL**

A200.2



ENLARGED SITE PLAN 1





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

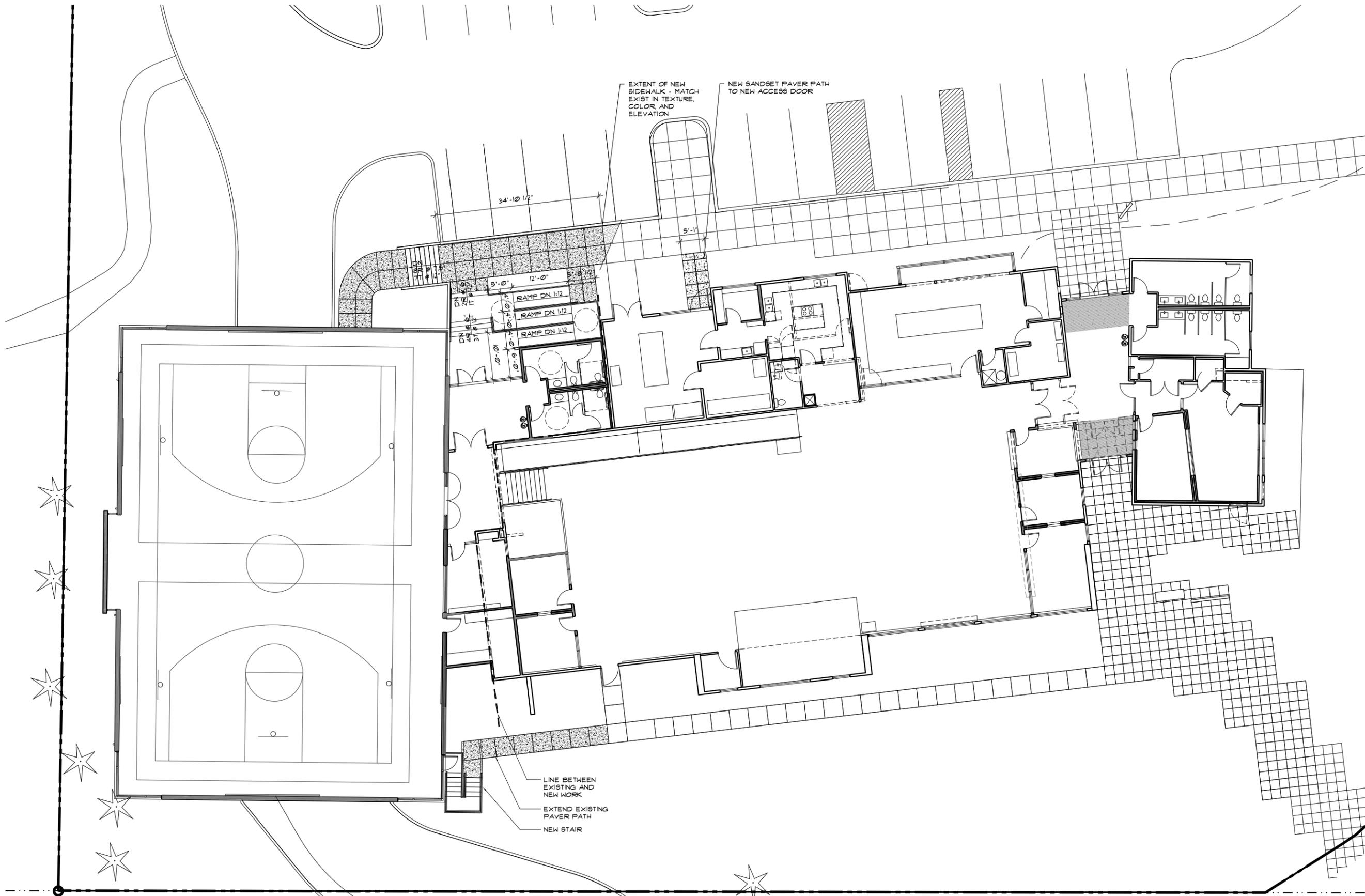
SAMMAMISH EX3 TEEN CENTER

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

DRAWING ISSUE
 10.11.10 SCHEMATIC
 DRAWINGS

**ENLARGED
 SITE PLAN
 MAIN
 LEVEL**

A200.3



ENLARGED SITE PLAN 1





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

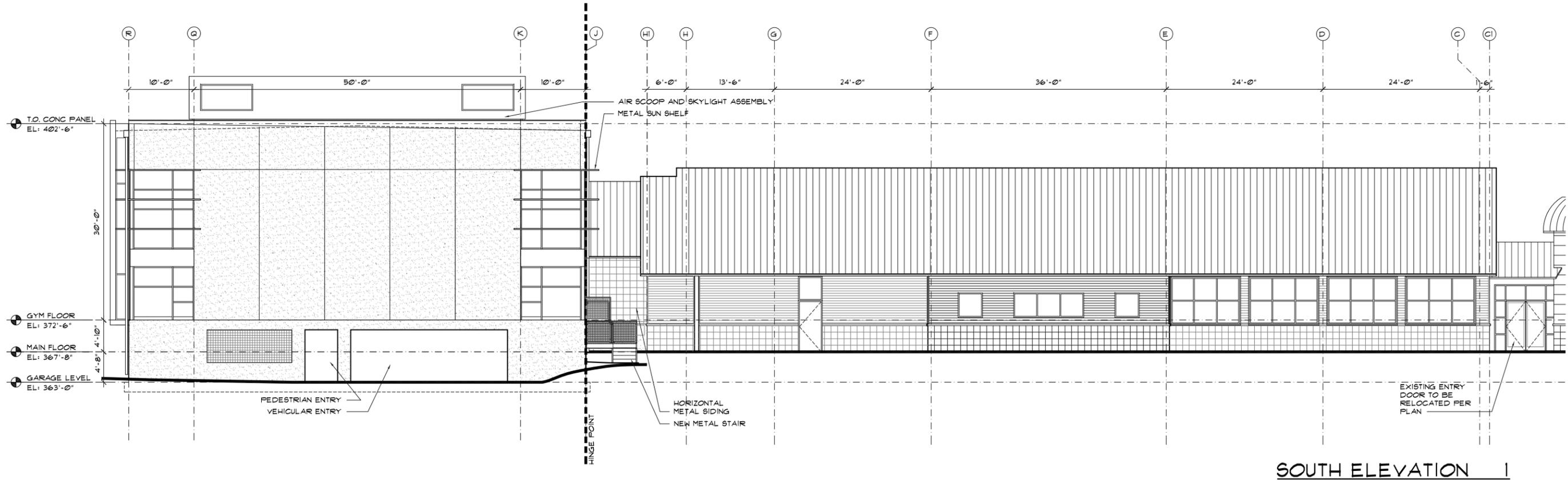
SAMMAMISH EX3 TEEN CENTER

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

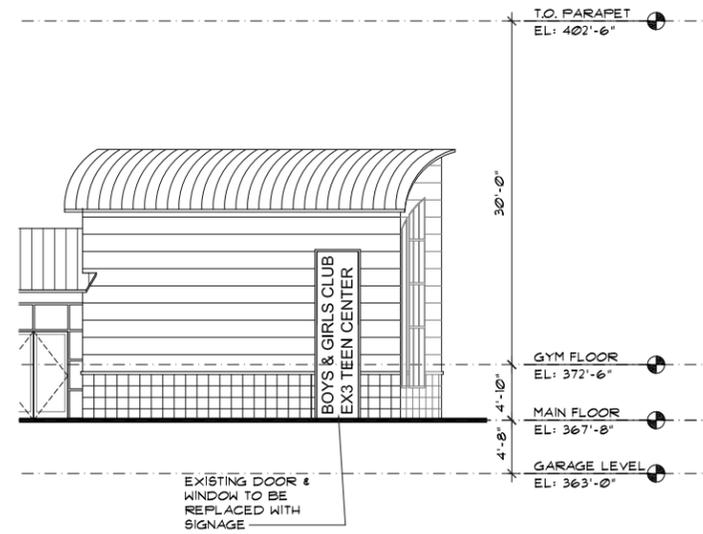
DRAWING ISSUE
 10.11.10 SCHEMATIC
 DRAWINGS

ELEVATIONS

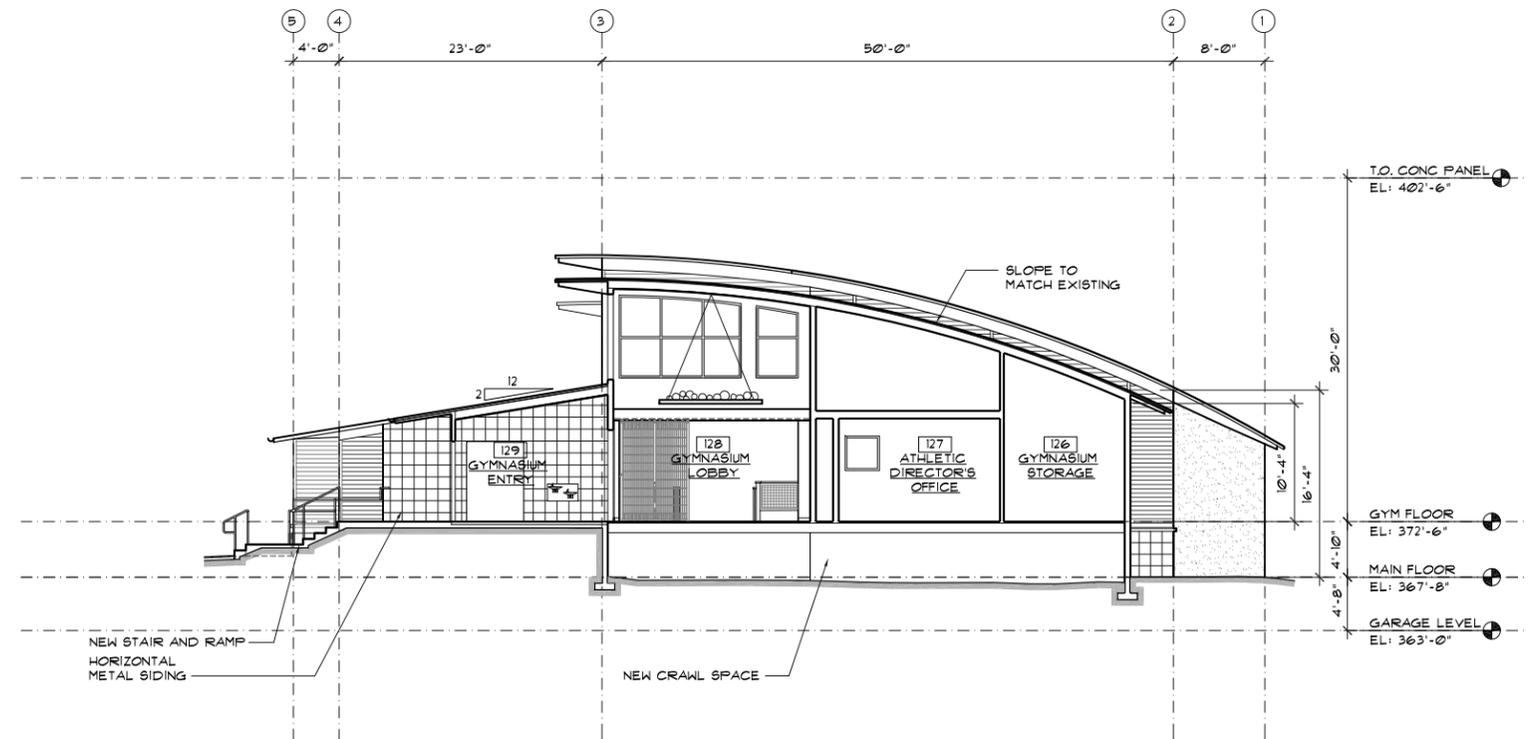
A302



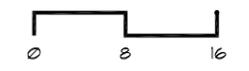
SOUTH ELEVATION 1



SOUTH ELEVATION 3



WEST ELEVATION/SECTION 2





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

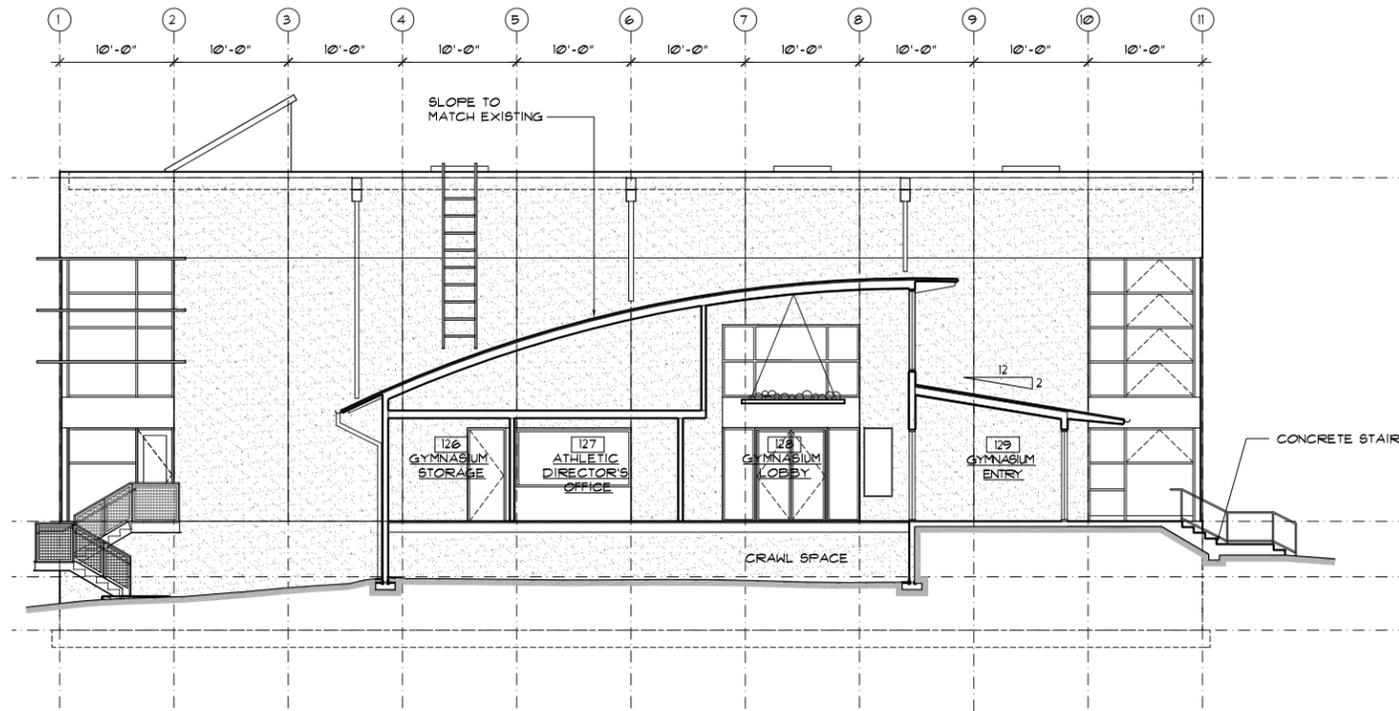
SAMMAMISH EX3 TEEN CENTER

SITE : 825 228TH AVE NE
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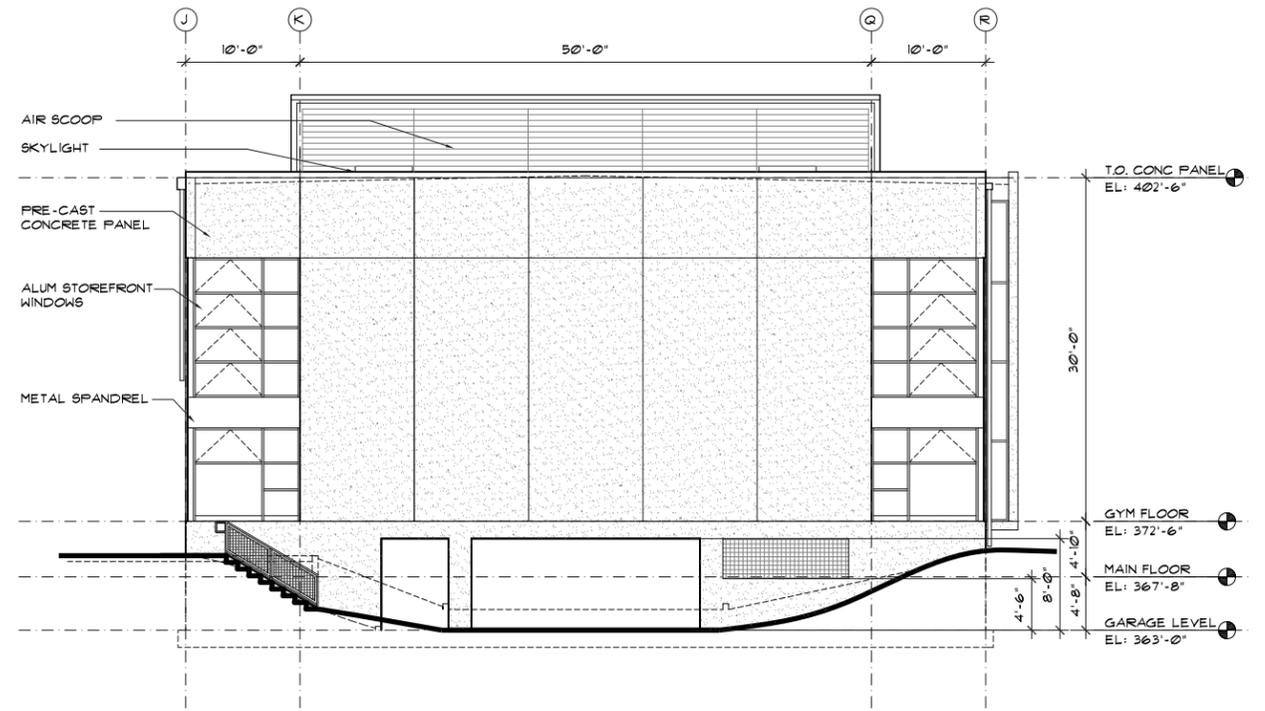
DRAWING ISSUE
 10.11.10 SCHEMATIC
 DRAWINGS

**GYM
 ELEVATIONS**

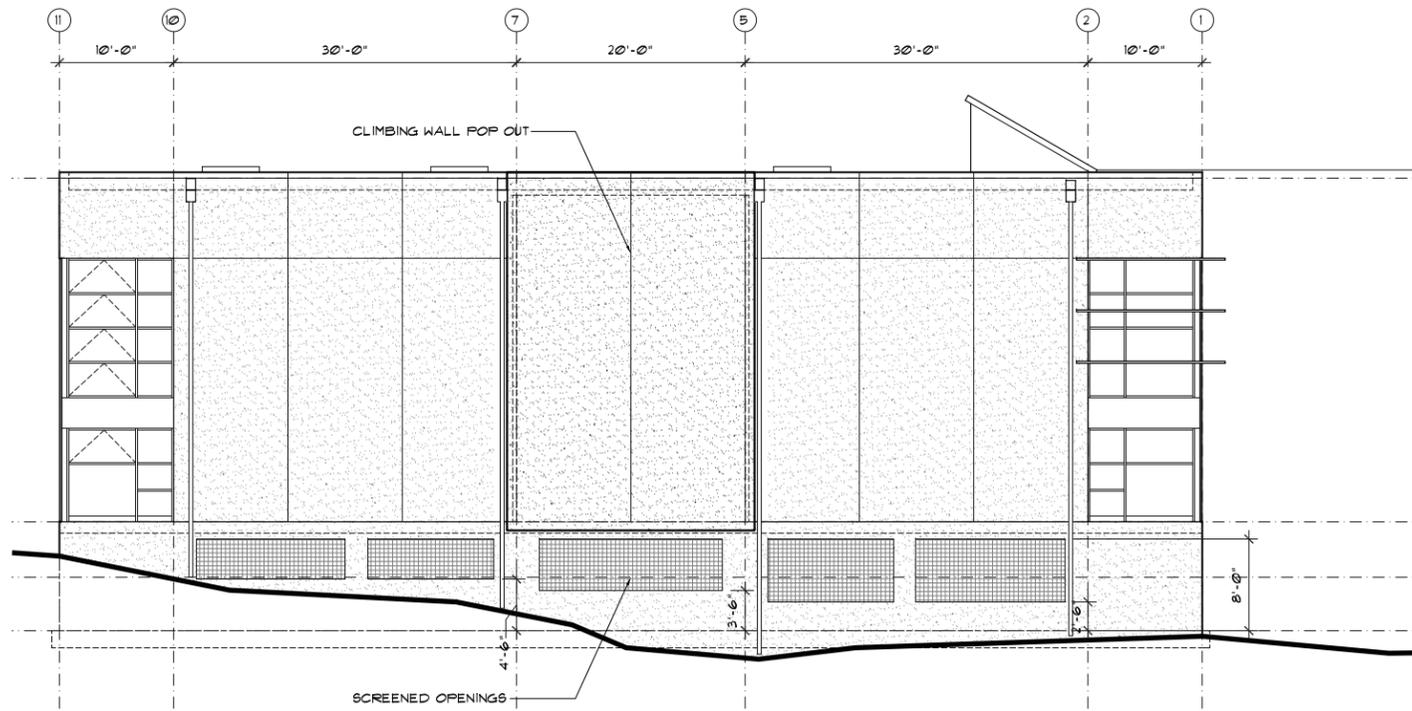
A303



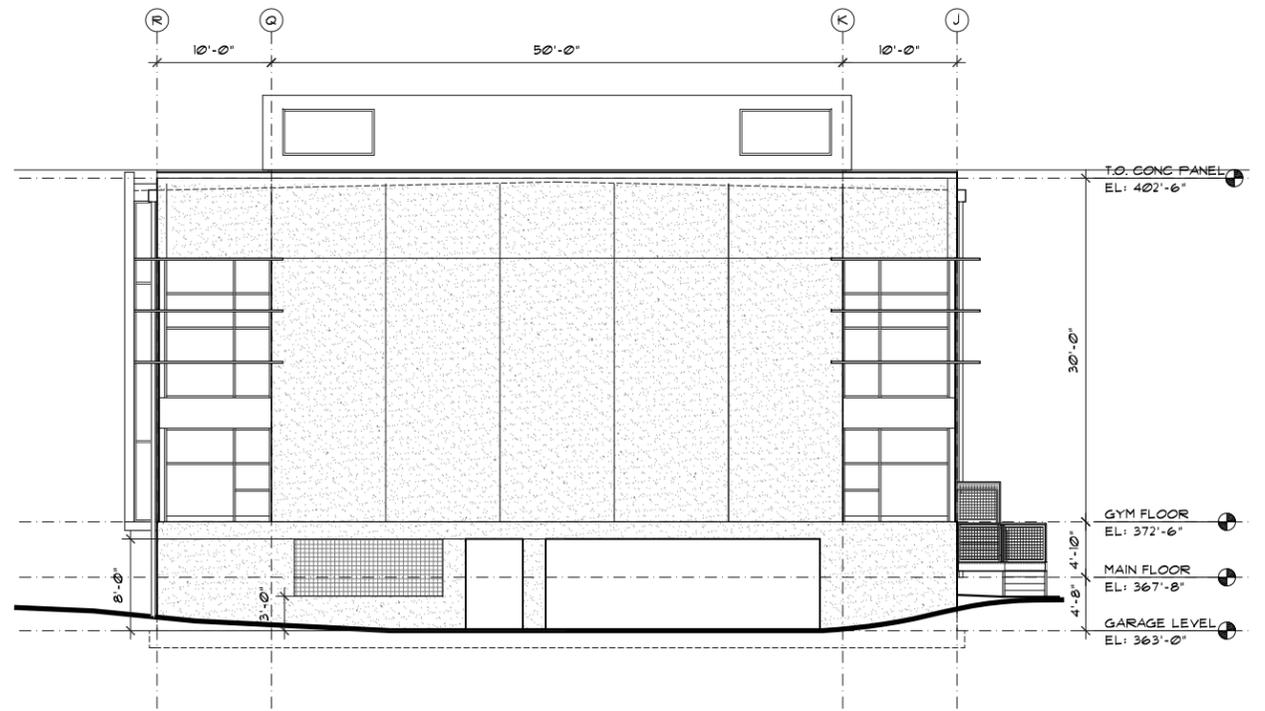
EAST ELEVATION 2



NORTH ELEVATION 1



WEST ELEVATION 4



SOUTH ELEVATION 3



Exhibit 1

After Recording Return To:

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

LEASE, JOINT USE AGREEMENT AND RIGHT OF FIRST REFUSAL

Grantor: City of Sammamish

Grantee: The Boys & Girls Clubs of King County

Legal Description:

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

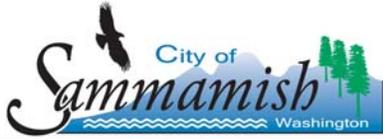
Except the East 42 feet thereof conveyed to King County for 228th Ave N.E. by deed recorded under recording number 7502260463; and

Except the North 335.02 feet thereof; and

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

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

Assessor's Property Tax Parcel Account Number: 2825069033



City Council Agenda Bill

Meeting Date: October 19, 2010

Date Submitted: October 13, 2010

Originating Department: Parks and Recreation

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: Purchase of New Tractor/Loader/Backhoe and Trailer for Parks Maintenance.

Action Required: Authorize the City Manager to purchase a JCB Midi CX Tractor/Loader/Backhoe and trailer.

Exhibits:

1. JCB Midi CX Specs
2. Low Bid from BRIM Tractor Company

Budget: \$50,000 in the 2009-10 Parks and Recreation Department Budget

Summary Statement:

The purchase of the JCB Midi CX Tractor/Loader/Backhoe (Backhoe) and trailer will help meet the needs of the Maintenance and Operations Teams in completing day to day park and streets maintenance work. This is a planned purchase and funding was allocated in the 2009-10 Parks and Recreation Department budget for this piece of equipment.

Bids for the backhoe were obtained in September 2010. BRIM Tractor Company was identified as the lowest responsible bidder.

Background:

The City currently owns a full-size backhoe and a mini-excavator and both pieces of equipment are used throughout the City for a variety of maintenance purposes. The City-owned equipment fleet does not support all of our maintenance needs, therefore we supplement with rented equipment. For the past several years we have rented equipment similar to what we are proposing to purchase, on a fairly regular basis. Since January 2009, a nearly two-year period, the rental expenses incurred by the City for this type of equipment exceeded \$28,000. Considering the long-term costs of renting versus buying, staff are recommending this piece of equipment for purchase. Given our current use rates, and anticipated future use rates, the purchase will pay for itself in less than four years.

The JCB Tractor/Loader/Backhoe, as the name suggests, is a multi-use/multi-purpose piece of equipment. It is smaller than the backhoe we currently own, which makes it more suitable for use in



City Council Agenda Bill

our parks, specifically for trail maintenance and construction, irrigation repairs, and brush clearing. The loader attachment will also be useful for hauling and spreading topsoil, bark, and mulch.

This new backhoe will play a key role during snow and ice events by allowing us to operate a second sanding station. The backhoe we currently own will operate at the new maintenance shop (north satellite), loading sand into the sanding trucks. The new backhoe will operate from the Beaver Lake Maintenance Shop (south satellite), also loading sand into the trucks. The ability to operate two sanding stations will greatly improve our efficiency during periods of inclement weather and allow us to better serve all areas of the City.

Finally, it should be noted that this authorization includes the purchase of a trailer for the new backhoe. We do not have the proper equipment or licenses to trailer the backhoe we currently own; therefore it has to be driven from point to point. This practice creates wear and tear on the equipment and is time consuming and sometimes impractical. The new smaller backhoe and the trailer provide additional flexibility, ease of transportation, and the ability to efficiently access remote locations (i.e. Evans Creek Preserve).

The maintenance crew participated in the selection of this equipment. In 2009 they tested two products – the JCB backhoe and a similar John Deere product. After testing both in the field, they recommended purchasing the JCB model due to the operating ergonomics, lifting capacity, engine power, and durability of craftsmanship. Price comparisons indicate that the JCB was also less expensive.

Financial Impact:

\$50,000 is allocated in the 2009-10 Parks and Recreation Budget for the purchase of this backhoe. The total purchase price is \$53,311.50, exceeding the budget allocation slightly. The additional costs will be absorbed within the current Parks and Recreation Department budget.

Recommended Motion:

Authorize the City Manager to purchase a JCB Midi CX Tractor/Loader/Backhoe from Brim Tractor Company.

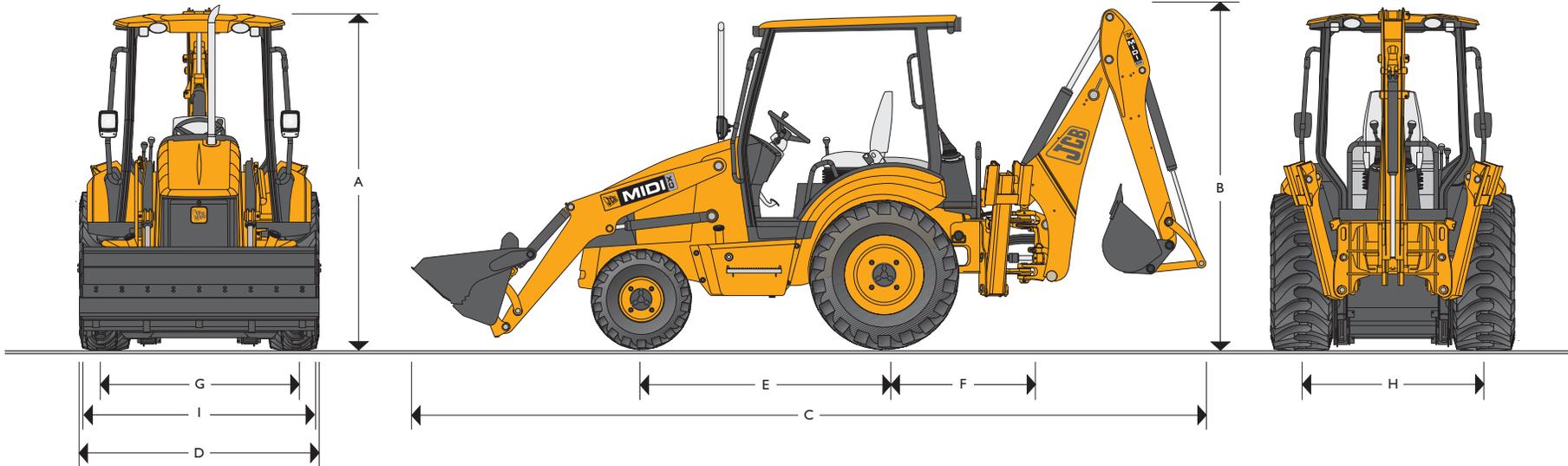
Exhibit 1



JCB | MIDI CX



MAX. ENGINE POWER 50hp
 MAX. BACKHOE DIG DEPTH (STANDARD DIPPER) 10ft (3048mm)
 LOADER LIFT CAPACITY 3487lb (1578kg)



JCB | MIDI CX

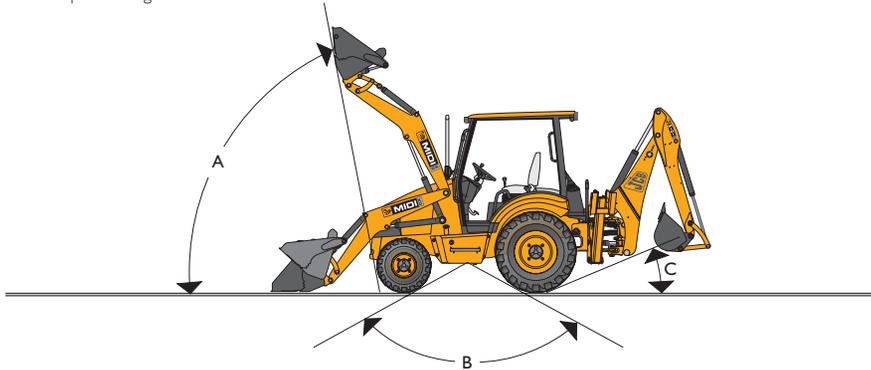
STATIC DIMENSIONS

Machine model	Standard ft-in (mm)	Machine model	Standard ft-in (mm)
A Height to Canopy	7-4 (2255)	F Slew Center to rear axle centre distance	3-5 (1080)
B Transport Height	7-4 (2550)	G Front Wheel Track	4-9 (1510)
C Transport Length	20-1 (6140)	H Rear Wheel Track	4-5 (1370)
D Overall Width (over Tires)	6-1 (1845)	I Shovel width	6-0 (1845)
E Wheelbase	6-1 (1860)		



GROUND LINE ANGLES

- A Approach angle 80°
- B Interface angle/ramp to ground plane 127°
- C Departure angle 24°



OPERATING WEIGHT

	lb (kg)
Weight	
Backhoe and GP shovel	8421 (3820)
No backhoe, fitted with GP shovel, TPH, PTO and creep speed (no links fitted)	6679 (3030)
Backhoe and GP shovel, TPH, PTO and creep speed (no links fitted)	8598 (3900)

ENGINE

Four cylinder, indirect injection diesel. Naturally aspirated, water cooled, cold start aid.

Model	Perkins 404C22	
Displacement	2.2 litre	
No. of cylinders	4	
Power ratings		
SAE J1995 gross @ 2800rpm	hp (kW)	50 (38)
SAE J1349 and EEC 80/1260 net @ 2800rpm	hp (kW)	48.5 (37)
Torque Ratings		
SAE J1995 gross @ 1800 rpm	lbf ft (Nm)	105 (143)
SAE J1349 and EEC 80/1260 net @ 1800rpm	lbf ft (Nm)	102 (138)

CONTROLS

Loader:

Single lever control for loader functions with a shadowing lever for auxiliaries, positioned to the right hand side of the operator's seat for ease of operation.

Excavator:

Standard SAE pattern controls. Stabilizer levers positioned between the primary excavator controls.

LIGHTING AND ELECTRICS

12 volt electrics. 65 amp alternator and standard thermostart aid.

- Heavy duty harness with secured sealed connectors for protection against both water and dust ingress. The connectors conform to IP69 standards.
- Standard battery 680 CCA low maintenance.
- Ignition and working lights control switches mounted on the side control panel. Also incorporated in the central control panel are the hour meter and warning light cluster which includes a warning buzzer to draw operator's attention to malfunction.
- Fuses are located in a protected compartment at the rear of the operator station. Rotating beacon available as an option.

TRANSMISSION

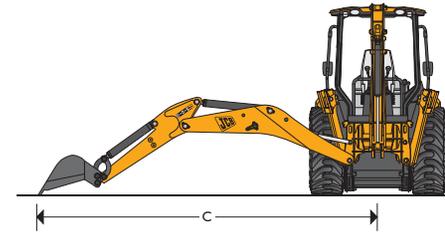
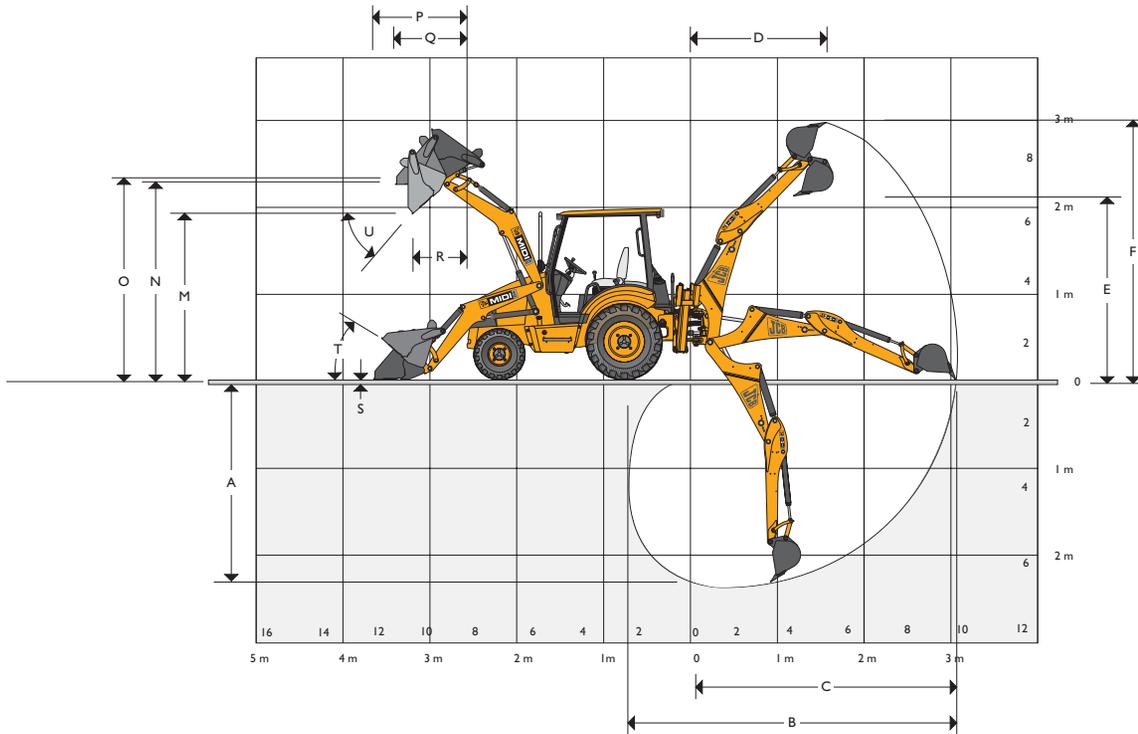
Hydrostatic transmission with two speed switch, giving zero to maximum travel speed, both forward and reverse at full power. Operated by a simple forward/reverse lever located under the steering wheel, the speed of the machine is governed by engine RPM. The transmission also acts as the primary braking system.

Travel speeds forward: 0-16 mph (0-26kph)
 Travel speed reverse: 0-16 mph (0-26kph)

OPERATOR ENVIRONMENT

Full ROPS/FOPS canopy (Category 1).

- Fully adjustable static seat
- Seat belt fitted as standard
- Exceptional all round visibility
- Ergonomically designed controls

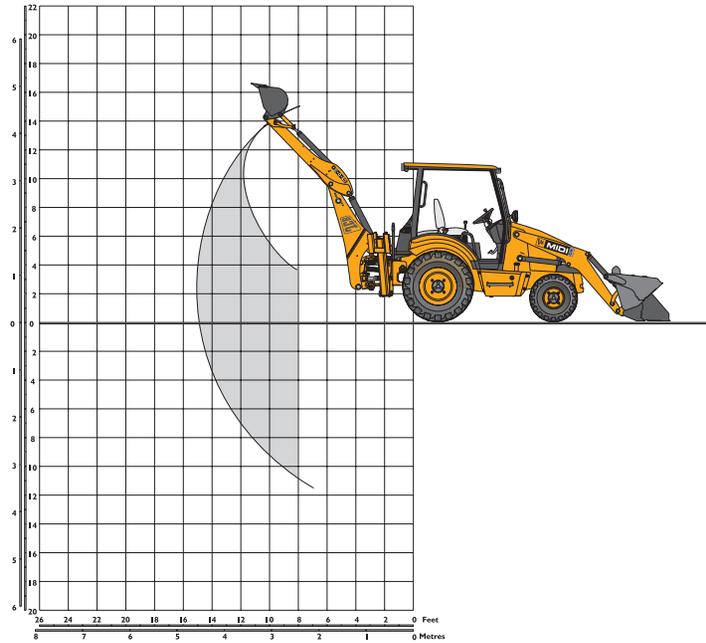


BACKHOE DIMENSIONS AND PERFORMANCE

A	SAE Maximum dig depth	ft-in (mm)	10-0 (3048)
	SAE Maximum dig depth 2ft flat bottom	ft-in (mm)	9-7 (2958)
B	SAE Reach – ground level to rear wheel centre	ft-in (mm)	16-4 (5010)
C	SAE Reach – ground level to swing centre	ft-in (mm)	12-2 (3720)
D	SAE Reach – at full height to swing centre	ft-in (mm)	6-2 (1875)
E	SAE maximum loaderover height	ft-in (mm)	8-9 (2700)
F	SAE maximum working height	ft-in (mm)	11-8 (3600)
	Swing arc	degrees	180
	SAE Bucket force	lbf (kgf)	6025 (2733)
	SAE Dipper force	lbf (kgf)	4584 (2063)
	Swing torque	lbf (kNm)	8253 (11.19)

LOADER DIMENSIONS AND PERFORMANCE

M	Dump height	ft-in (mm)	6-9 (2115)
N	Loaderover height	ft-in (mm)	9-1 (2790)
O	Pin height	ft-in (mm)	9-6 (2940)
P	Reach at ground level (toe plate horizontal)	ft-in (mm)	4-7 (1425)
Q	Maximum reach at full height	ft-in (mm)	3-8 (1150)
R	Reach at full height – fully dumped	ft-in (mm)	1-8 (563)
S	Dig Depth (toe plate horizontal) clearance	ft-in (mm)	0-3 (76)
T	Rollback at ground level	degrees	33
U	SAE dump angle	degrees	60
	SAE loader breakout	lb (kN)	5830 (25.95)
	SAE maximum lift capacity to maximum height	lb (kg)	3478 (1578)
	Bucket capacity	yd ³ (m ³)	0.46 (0.35)
	Rated operating load with forks @ 24in.	lb (kg)	1795 (814)



BACKHOE PERFORMANCE

Bucket force	lbf (kgf)	6025 (2733)
Dipper force	lbf (kgf)	4584 (2063)
Dipper lift capacity – SAE J31		
+ 4 feet	lb (kg)	3550 (1610)
+ 6 feet	lb (kg)	3400 (1542)
+ 8 feet	lb (kg)	3300 (1497)
+ 10 feet	lb (kg)	3050 (1383)
+ 12 feet	lb (kg)	3680 (1670)
Boom lift capacity – SAE J31		
+ 10 feet	lb (kg)	1650 (748)
+ 8 feet	lb (kg)	1910 (866)
+ 6 feet	lb (kg)	1970 (894)
+ 4 feet	lb (kg)	2100 (953)
+ 2 feet	lb (kg)	2080 (943)
Ground level		2000 (907)
- 2 feet	lb (kg)	1970 (894)
- 4 feet	lb (kg)	1920 (871)

Lift capacity figures comply with SAE J31. All figures are stated in pounds (kilograms). The large arc indicates boom lift. The small arc indicates dipper lift with the boom at 63 degrees. Units are equipped with standard equipment as listed in this data sheet and a 24" backhoe bucket.

REAR POWER TAKE OFF (OPTION)

PTO hp rated at	25hp
Spline	1 3/8" shaft
Rear PTO	540rpm

REAR HITCH (OPTION)

3-point hitch	Category 1 standard
Control type	Position only
Lift capacity @ link ends	lbs (kg) 3130 (1420)
Lift capacity @ 24in behind lift point	lbs (kg) 2500 (1135)

Exhibit 1



JCB | MIDI CX



JCB | MIDI CX

STEERING

Full power hydrostatic system utilizing the fixed displacement pump via a steering priority valve. In the event of engine failure, emergency steering is maintained.

Steering Axles		front
Steering turns – lock to lock		2.5
Curb-curb turning circle	ft-in (mm)	11-8 (3590)
Curb-curb loader clearance circle	ft-in (mm)	16-9 (5150)

TIRES

Front: 10 x 16.5 Galaxy Ind (Standard)

Rear: 12.4 17L24 Galaxy Ind Lug (Standard)

The standard tire fitment provides traction with minimum ground disturbance.

Optional Front: 10 x 16.5 Turf Tire (Option)

Optional Rear: 17.5 L24 Turf Tire (Option)

HYDRAULICS

A fixed displacement pump is mounted on the main hydrostatic pump, which in turn is mounted directly to the engine. The fixed displacement pump supplies oil to steering, excavator and loader services and returns to tank through a full flow filter.

Main Pump – Flow @ 2600 rpm	gpm (l/min)	19.0 (72)
Main Pump – Flow @ flight	gpm (l/min)	19.8 (75)
System working pressure – Backhoe and Loader	gpm (bar)	3451 (238)

SERVICE CAPACITIES

	gal (ltr)
Hydraulic system incl. tank	14.0 (53)
Fuel tank	15.8 (60)
Cooling system	2.6 (10)
Engine oil with Filter	2.5 (9.6)
Rear axle	1.6 (6)
Rear axle – per hub	0.2 (0.6)
Front axle	1.3 (5)
Front axle – per hub	0.2 (0.6)

STANDARD EQUIPMENT

Loader anti spill
ROPS/FOPS canopy
Hand throttle
Seatbelt
Turning static seat, 180° turn
SAE pattern excavator controls
Park brake buzzer and ignition warning light
Neutral start interlock with park brake and transmission
12V Auxiliary power socket
Horn
Skid Steer compatible loader quickhitch
Front shovel float
LSD axles (rear only)
Adjustable front and rear worklights
Loader Hydraulic Auxiliary

OPTIONAL EQUIPMENT

Quickhitch mounted 6-in-1 shovel
Flashing beacon
Backhoe Hydraulic Auxiliary - Hammer and Bi-directional
3 point Hitch Cat I with creep speed
Hydraulic PTO
Exc. mechanical Quickhitch
Toe plate (bolt on)
Street pads
Reverse alarm
Stabilizer guards (CM)

BRAKES

Foot pedal applied oil-immersed multi disc inboard brakes with split pedals and independent braking. There are 3 discs each side for the service brakes. When the service brake is applied, the transmission will automatically slow down giving a more positive brake feel.



A GLOBAL COMMITMENT TO QUALITY

JCB's total commitment to its products and customers has helped it grow from a one-man business into one of the world's largest manufacturers of backhoe loaders, crawler excavators, wheeled excavators, telescopic handlers, wheeled loaders, dump trucks, rough terrain fork lifts, industrial fork lifts, mini/midi excavators, skid steer loaders and tractors.

By making constant and massive investments in the latest production technology, the JCB factories have become some of the most advanced in the world.

By leading the field in innovative research and design, extensive testing and stringent quality control, JCB machines have become renowned all over the world for performance, value and reliability.

And with an extensive dealer sales and service network in over 150 countries, we aim to deliver the best customer support in the industry.

Through setting the standards by which others are judged, JCB has become one of the world's most impressive success stories.



2183



City Council Agenda Bill

Meeting Date: October 19, 2010

Date Submitted: October 13, 2010

Originating Department: Public Works

Clearances:

<input type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Rec
<input type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: 2010 Overlay Contract: Change Order #4

Action Required: Authorize the City Manager to execute a change order to the 2010 Overlay Contract

Exhibits: None

Budget: Pavement Management Program (340-119-542-30-48-00)
 2010 Approved Budget: \$2,215,000. The total cost of this change order is \$3,500.
 The costs for this change order are 100% reimbursable to the city from the water/sewer district and will not reduce the remaining project budget amount.

Summary Statement:

The Public Works Department requests that the City Council authorize the City Manager to execute a change order to the 2010 Pavement Overlay contract with Lakeside Industries in the amount of \$3,500. The cost is for additional water valves that needed to be raised as part the work of overlaying 216th Avenue NE. This additional cost to the contract will be reimbursed by to the City by the Sammamish Plateau Water and Sewer District.

Background:

As part of this year's overlay program, the existing paved surface of 216th Avenue NE between Inglewood Hill Road and NE 16th Street was milled off and replaced. The overlay changed the road surface elevation enough that the utility structures needed to be adjusted. These utility adjustments were not originally planned for this street.

All work on this project is now complete and no additional costs to the project are expected.

Financial Impact:

There is no financial impact to the City for this change order as 100% of this cost will be reimbursed to the City by the Sammamish Water and Sewer District for the adjustments of their utility structures.

Recommended Motion:

Move to authorize the City Manager to execute Change Order #4 with Lakeside Industries for the 2010 Overlay project in the amount of \$3,500 in order to finalize the contract for work performed by Lakeside on the 2010 Overlay Project.

COUNCIL MINUTES

Special Meeting September 20, 2010

Mayor Don Gerend called the special meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present: Mayor Don Gerend, Deputy Mayor Nancy Whitten, Councilmembers Mark Cross(left at 9:30 pm), John Curley (arrived 7:00 pm), John James (left 8:15 pm), Tom Odell, and Michele Petitti.

Councilmembers absent: Councilmember John Curley

MOTION: Councilmember Cross moved to excuse Councilmember Curley. Councilmember Odell seconded. Motion carried unanimously 6-0.

Staff present: City Manager Ben Yazici, Deputy City Manager Pete Butkus, Public Works Director John Cunningham, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Cross led the pledge.

Approval of Agenda

MOTION: Councilmember Petitti moved to approve the agenda. Councilmember Cross seconded. Motion carried unanimously 6-0.

Public Comment

Ken Kiernan 23010 NE 18th Court, President of the Sammamish Citizen Corp. He explained the various activities the group engages in to help prepare our community for a large scale disaster. On behalf of the group, he encouraged Council to continue to fund this valuable organization.

New Business

Council Budget Options

City Manager Ben Yazici presented the list of optional items for Council consideration that may be added to the 2011/2012 budget. He explained the process would be that the councilmember that suggested the item would be given an opportunity to speak to the item:

Policy Item #1: Water/Sewer Utility Service Options (may require one dedicated FTE)

The City of Issaquah has requested the City of Sammamish join with them in considering the assumption of Sammamish Plateau Water and Sewer District. This would provide better one-stop customer service for the residents.

MOTION: Councilmember Petitti moved that this not be included in the 2011/2012 budget. Deputy Mayor Whitten seconded. Motion failed 3-3 with Mayor Gerend and Councilmembers Odell and Cross dissenting.

MOTION: Councilmember Cross moved to direct the City Manager to meet with City of Issaquah and Sammamish Plateau Water and Sewer District to discuss this merger. He also requested the City Manager schedule a study session with Sammamish Plateau Water and Sewer District to discuss options. At a different meeting we should invite some entity that has experience with utility district mergers to discuss what a merger entails. \$5,000 will be added to the budget to cover incidentals. Councilmember James seconded. Motion carried unanimously 7-0.

Policy Option #2: Lamb House donation to Habitat for Humanity for affordable Housing

MOTION: Deputy Mayor Whitten moved to authorize the City Manager to surplus the Lamb House once the Maintenance Department has moved to the new Maintenance and Operations Center. Councilmember Curley seconded. Motion carried unanimously 7-0.

Policy Option #3: 2012 Economic Development Outreach Program

MOTION: Councilmember Cross moved to put \$20,000 for each year into the budget. Councilmember Odell seconded. Motion carried unanimously 7-0.

Policy Option #4: Affordable Housing Options/Metro Park & Ride Lot redevelopment potential.

No motion was made to add this to the budget or the work program.

Policy Option #5: Kokanee Salmon Work Group/Watershed Planning and Salmon Efforts

MOTION: Mayor Gerend moved to add \$20,000 to the budget each year for this purpose. Deputy Mayor Whitten seconded. Motion carried unanimously 7-0.

Policy Option #6: Update Town Center Financial Analysis

MOTION: Councilmember Cross moved to add \$30,000 each year to pursue funding strategies for the Town Center. Councilmember James seconded. Motion was withdrawn. This issue will be discussed at a study session after the first of the year.

Option #7: Energy/Water Conservation Strategy – Sustainability Initiative

MOTION: Councilmember Petitti moved to add \$15,000 for both 2011 and 2012. Councilmember Cross seconded. Motion carried unanimously 7-0.

Option #15: Community/Aquatic Center

Mr. Yazici explained that the base budget has \$6.5 million in it for this project. This is not nearly enough to build the center. Overall cost could be \$20 to 30 million dollars. He is suggesting that the Finance Committee be authorized to study how this center could be funded.

Parks & Recreation Director Jessi Richardson made the following recommendations:

Option #8: Add \$75,000 to the 2012 budget for design of Beaver Lake Preserve.

Option #9: Add \$500,000 to 2011 for park acquisition in the north side of the City.

Option #10: Add \$200,000 in 2011 for a community garden at Beaver Lake Park.

Option #11: Deferral of the ball field improvements.

MOTION: Councilmember Odell moved to approve the above recommendations. Councilmember Petitti seconded. Motion carried unanimously 6-0.

Option #12 (Options #13 and #14 were not considered): Freed House

MOTION: Mayor Gerend moved to set aside \$70,000 in the 2011 budget for the Freed House. Councilmember Petitti seconded. Motion carried 4-2 with Deputy Mayor Whitten and Councilmember Odell dissenting.

Option #16: Traffic signal Warrant Analysis

City Manager Yazici said that a city wide traffic analysis will be done.

Option #17: Barricade Removal Process

Councilmember Cross suggested that the barricades should be removed in groups that relate to each other. This will involve a large segment of affected residents as well as streamline the process. Council expressed support for this process.

Option #18: 212 Avenue SE Gap @ SE 24th

Councilmember Petitti recommended considering all gap projects before deciding the priority of this project.

Option #19: 244th Avenue Non-Motorized Improvement

Mr. Yazici said staff study this project and will bring back additional information before deciding on this issue. Council expressed agreement with adding \$150,000 to the 2011 budget, but no money will be spent without further information being given to Council.

Options #20 through #30 will be discussed at a later meeting

2011/2012 Departmental Budget Reviews – Administrative Services/City Manager/City Council/Human Services/Non-Departmental/Finance (Deferred to September 28)

Stormwater Management Program/NPDES Requirements (Deferred to September 28)

Draft Basin Plans for Inglewood and Thompson Basins (Deferred to September 28)

Pine Lake Water Quality Study (Deferred to September 28)

Agreement: Boys & Girls Club

Parks & Recreation Director Jessi Richardson gave the staff report and a PowerPoint presentation outlining the agreement (available on the city's website at www.ci.sammamish.wa.us). Several representatives from the Boys & Girls club were also in attendance to speak to the agreement. There are still some unresolved issues. This agreement will be brought back for Council approval after the Boys & Girls Club has approved the agreement.

Council recessed from 9:45 to 10:00pm

Meeting adjourned at 10:00 pm

Melonie Anderson, City Clerk

Donald J. Gerend, Mayor

COUNCIL MINUTES

Regular Meeting September 21, 2010

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

Councilmembers present: Mayor Don Gerend, Deputy Mayor Nancy Whitten, Councilmembers Mark Cross, John Curley (arrives at 7:45 p.m.), Tom Odell (arrived at 7:00 p.m.- EFR meeting), and Michele Petitti.

Councilmembers absent: Councilmember John James

Staff present: City Manager Ben Yazici, Deputy City Manager Pete Butkus, Public Works Director John Cunningham, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and Deputy City Clerk Stacy Herman.

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Petitti led the pledge.

MOTION: Councilmember Whitten moved to excuse Councilmember John James. Councilmember Cross seconded. Motion carried unanimously 4-0.

Approval of Agenda

MOTION: Motion to approve the agenda. Councilmember Cross seconded.

AMENDMENT: Councilmember Whitten moved to amend the agenda by removing the contract with Northwest Environmental from the consent agenda and placing it as the first item under new business. Councilmember Petitti seconded. Motion carried 4-0

MAIN MOTION: Motion to approve the agenda as amended. Motion carried 4-0.

Presentation/Proclamations

Mayor Gerend and Mary Trask both presented and read the proclamation.

PROCLAMATION

EASTSIDE MONTH OF CONCERN FOR THE HUNGRY

WHEREAS, our Cities of Kirkland, Redmond, Bellevue, Issaquah, Sammamish, Mercer Island, and North Bend recognize adequate nutrition as a basic goal for each citizen; and

WHEREAS, no parent should have to send a child to school hungry, no baby should be without the comfort of the feedings needed for mental and physical growth, no elderly person's health should be jeopardized by lack of appropriate foods; and

WHEREAS, food banks, emergency and hot meal programs working with our cities, local churches, social service agencies, and hundreds of volunteers are striving day in and day out to stem the rising tide of hunger, but still need more help; and

WHEREAS, we believe that when the citizens who are not involved hear of the especially desperate needs of the hungry as winter approaches and their low incomes must stretch to cover increasing fuel, electricity and rental costs—leaving even less money for monthly food purchase, an outpouring of community assistance will follow; and

WHEREAS, the Emergency Feeding Program of Seattle & King County coordinates an annual food drive to help support the efforts of their program and the area's food banks in fighting hunger which will be held at grocery stores throughout King County on Saturday, September 25, 2010; and

WHEREAS, the Cities of Kirkland, Redmond, Bellevue, Issaquah, Sammamish, Mercer Island, and North Bend would like to extend this effort into an entire Month of Concern for the Hungry, beginning on September 25, 2010;

NOW, THEREFORE, I, Mayor Gerend on behalf of the City Council do hereby proclaim September 25th to October 23rd, 2010 as the Eastside Month of Concern for the Hungry, and strongly urge all citizens to join the Emergency Feeding Program, Hopelink, Renewal Food Bank, Issaquah Food Bank, the Mercer Island Food Pantry, the ARAS Foundation, and the Mt. Si Helping Hands Food Bank to "share what they can" to nourish those who are hungry.

SIGNED THIS 21ST DAY OF SEPTEMBER

Presentation: 2010 Census

The Census Bureau presented the City of Sammamish with a plaque for getting the information out to the public and helping with the census.

Presentation: Arts Commission

Barbara Jirsa from the Arts Commission updated the City council with future events scheduled over the next month. She invited the Council and the public to the October Arts Crush. All these events can be found on the City's website at www.ci.sammamish.wa.us

City Manager Yazici publicly thanked Barbara Jirsa and the Arts Commission for all their hard work.

Public Comment: - None.

Consent Calendar

- **Payroll for period ending September 15, 2010 for pay date September 20, 2010 in the amount of \$263,504.75**

- **Approval: Claims for period ending September 21, 2010 in the amount of \$1,725,771.87 for Check No.27349 through No. 27471**
- ~~**Contract: Ordinary High Water Mark Study/Northwest Environmental**~~
- **Contract: Street Sweeping/Best Parking Lot Cleaning**
- **Approval: Dept. Of Ecology Grant/Stormwater Passover**
- **Resolution: Accepting The Final Pine Lake Water Quality Study (R2010-429)**
- **Ordinance: Second Reading/ An Ordinance Of The City Of Sammamish, Washington, Amending Chapter 21a.25 (Development Standards – Density And Dimensions), Of The Sammamish Municipal Code**

MOTION: Councilmember Whitten moved to approve the consent agenda. Councilmember Petitti seconded. Motion carried unanimously 4-0.

Unfinished Business

Ordinance: Seventh Reading Adopting The Town Center Development Regulations As Title 21B Of The Sammamish Municipal Code; Adopting Zoning Map Amendments For The Town Center Subarea; Amending Provisions Of Title 20; And Adopting The Town Center Infrastructure Plan

Supplemental Actions:

Ordinance: Adopting Amendments To Title 21A Of The Sammamish Municipal Code And Adopting Zoning Map Amendments For The Town Center Subarea

Resolution: Adopting Interim Stormwater Development Standards For Sammamish Town Center

Resolution: Adopting Interim Street Standards For Sammamish Town Center

DECISION POINT #5

East side of 228th Avenue promotes flexible land use options.

Policy Options:

- A) Expand permitted uses as proposed on March 15, 2010 revisions to Planning Commission recommendations and revise 21B.10.030(1)(b) to eliminate reference to 55% in TC-A2 and TC-A3
 - B) Adopt initial Planning Commission recommendation
- Implications:**
Provides flexibility per PC recommendation

MOTION: Councilmember Petitti moved to adopt Option A (eliminate the reference to 55% in A2 and A3 and expanding uses (everything in Option A above). Mayor Gerend seconded. Motion carried 4-1 with Councilmember Cross dissenting.

DECISION POINT #6

Allow an aquatic center in all zones?

- Aquatic centers defined as a “public park” or private “amusement recreation services”
- Public parks allowed in all zones
- Policy Options:
 - Limit the private use to TC-A1 and TC-D (per current PC recommendation)
 - Allow use in all zones

MOTION: Deputy Mayor Whitten moved to amend the Planning Commission recommendation and limit the private use to TC A1-A5 and D. Councilmember Petitti seconded. Motion carried 4-1 with Councilmember Odell dissenting.

DECISION POINT #7: Allow schools in all zones?

- Currently allowed in TC-A2 and TC-B
- Policy Options:
 - Allow schools in all zones
 - No Action
- Implications:
 - Schools requested as a permitted use in all zones
 - School site could impede mixed use development
- NOTE: Existing school uses (e.7g. Arbor School) may continue regardless – subject to “grandfathering” protections

MOTION: Deputy Mayor Whitten moved to allow schools in the A-5 zone and A-2 zones, add “U” to the A-5 table and add the term community college to the permitted uses table. Councilmember Odell seconded. Motion carried unanimously 5-0.

DECISION POINT #9:

Request from Arts Commission to be included in design process assuring suitable public spaces for cultural offerings and public art be identified.

- Policy Options:
 - Include art as a site amenity
 - Include Arts Commission in process for public spaces, identify art as encouraged in site design
- Implications:
 - Enhance quality of design, promote arts

MOTION: Councilmember Cross moved to create a policy that would include art pieces as a site amenity and the Arts Commission be consulted when art pieces are selected for public spaces. Councilmember Odell seconded. Motion carried 1-4 with Mayor Gerend, Deputy Mayor Whitten, Councilmembers Petitti, Odell dissenting.

MOTION: Councilmember Cross moved to create a policy that art is encouraged as a site amenity in publicly and privately owned spaces. Councilmember Whitten seconded. Motion carried 4-1 with Mayor Gerend dissenting.

After further discussion, Councilmembers requested that this be incorporated into the Arts Commission Mission Statement.

DECISION POINT #10:

Height limit should include rooftop infrastructure and height limits are too high

- Policy Options:
 - Include rooftop structure in height limit
 - Revise maximum overall height limit
 - No action
- Implications:
 - Rooftop structures projections are authorized Citywide
 - Requires Town Center Plan amendment

MOTION: Councilmember Odell moved to limit the height of Town Center across the board to a maximum of 50 feet, including any additional structures on the roof of the building. Motion failed 2-4 with Mayor Gerend, and Councilmembers Petitti, Cross and Curley dissenting.

MOTION: Councilmember Odell moved to include rooftop structures in the height limit. Deputy Mayor Whitten seconded. Motion failed 2-4 with Councilmembers Petitti, Curley, Cross and Mayor Gerend dissenting.

DECISION POINT #11:

Require greater sidewalk widths in areas designated for “activated sidewalks”

- Policy Options:
 - Increase sidewalk widths
 - Retain base code / interim street standards
- Implications:
 - Requires increased public Right-of-Way widths, thereby increasing constraints on development options
 - Increases cost of development
 - Increases impervious surface coverage

MOTION: Deputy Mayor Whitten moved to amend 21B.30 to require a minimum of 6 feet of “clear” sidewalk on internal pedestrian walkways. Amend the proposed Public Works Standards to require a minimum of 8 feet of “clear” sidewalk along streets. Councilmember Petitti seconded. Motion carried unanimously 6-0.

DECISION POINT #12

Treat small apartments / condos like cottage housing - as ½ dwelling unit

- **Policy Options:**
 - **Count multifamily units under 800 square feet as a ½ dwelling unit; count as 1 dwelling unit if larger**
 - **Retain existing code (limits ½ DU count to cottage)**
- **Implications:**
 - **Recognizes lesser impacts from small units**

MOTION: Deputy Mayor Whitten moved to reduce the square footage to 600 feet and limit it to 20% per development. Councilmember Odell seconded. Motion failed 2-4 with Cross, Gerend, Curley and Petitti dissenting.

MOTION: Councilmember Cross moved to reduce the square footage to 600 feet and be counted as a ½ unit. Councilmember Curley seconded.

AMENDMENT: Councilmember Odell offered an amendment that anything 600 and below would be counted as a ½ unit and anything below 900 square feet and above 600 square feet would be counted as ¾ of a unit. Councilmember Cross seconded.

MAIN MOTION: Councilmember moved to approve the motion as amended. Councilmember seconded Motion carried 5-1 with Deputy Mayor Whitten Dissenting.

DECISION POINT #13:

Allow standalone commercial development UZDP application in TC-B

- **Policy Options: Allow or don't allow**
- **Implications:**
 - **Requires a Town Center Plan amendment**
 - **Effectively expands the TC-A zone area**
 - **Conflicts with design approach to building height**
 - **Lessens controls over integrated development**
 - **Note: Housekeeping edit to this section – allows development to “opt in” to UZDP process if not otherwise required (allows for optional site planning).**

Decision Point #13 failed for lack of a motion.

New Business

MOTION: Deputy Mayor Whitten moved to authorize the City Manager to sign and execute a contract With Northwest Environmental for the Ordinary High Water Mark Study in the amount of \$30,000 and authorized flexibility finalizing the scope. Motion carried unanimously 6-0.

National League of Appointments: Mayor Donald J. Gerend was appointed as the voting delegate.

Council Reports

Councilmember Cross: He will be attending Growth Management Planning Council tomorrow.

Councilmember Odell: He attended the EFR finance and operation meeting today, and they continue to look at revenue options (transport billing and responses to car accident response) and budget.

Councilmember Curley: He will be attending the Mayor's Month of Concern food drive at the Safeway and QFC during the next weekend.

City Manager Report

City Manager Yazici announced that the KC Sheriff's Precinct (Kenmore) is looking at the option of leasing the 2nd half of the City's second floor. They would be paying market price for use of the office space. He also announced that there will be some changes to the Council calendar. Budget and Town Center are the main focus of the October and November months.

Councilmember Odell suggested looking at the option of removing the bollards out front to add additional parking at City Hall.

Meeting adjourned at 10:00 pm

Stacy Herman, Deputy City Clerk

Donald J. Gerend, Mayor

COUNCIL MINUTES

Special Meeting September 28, 2010

Mayor Don Gerend called the special meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present: Mayor Don Gerend, Deputy Mayor Nancy Whitten, Councilmembers Mark Cross, John James (left at 9:10 pm), Tom Odell, and Michele Petitti (left at 9:25 pm).

Councilmembers absent: Councilmember John Curley.

MOTION: Councilmember Odell moved to excuse Councilmember Curley. Deputy Mayor Whitten seconded. Motion carried unanimously 6-0.

Staff present: City Manager Ben Yazici, Deputy City Manager Pete Butkus, Assistant City Manager/Finance Director Lyman Howard, Deputy Finance Director Aaron Antin, Public Works Director John Cunningham, Deputy Public Works Director Laura Philpot, Parks & Recreation Director Jessi Richardson, and City Clerk Melonie Anderson.

Roll Call/Pledge of Allegiance

Roll was called. Councilmember James led the pledge.

Joellen Monson, Speaking on behalf of Therapeutic Health Services, She explained to Council the services her organization offers. They are requesting a Human Service Grant for 2011/2012. They have a 78% success rate in treating substance abuse clients.

Peggy Flanagan Gellert, 22705 SE 21st Place, She is concerned about the intersection of SE 20st Street and 228th Avenue SE. The U-turn there is very dangerous. She requested a “No-Turn on Red Light sign be posted.

Robert Gellert, 22705 SE SE 21st Place, He also spoke regarding the U-turns on SE 20th and 228th Avenue SE. To get to their house on SE 21st Street they must make numerous U-turns at this intersection. It is very dangerous.

Richard McEnry, 419 239th Avenue NE, He thanked the Council and staff for resolving the paving problems in the Tree Farm neighborhood.

City Manager Ben Yazici explained that the Public Works Department and the Police Department are looking to see if these U-turn areas are causing accidents or not. If so, staff is researching the most effective solutions.

Approval of Agenda

MOTION: Agenda was approved unanimously 6-0.

Unfinished Business**Council Budget Options** *(continued from September 20, 2010 Meeting)*

Option #16: *Traffic Signal Warrant Analysis for NE 28th and Sahalee Way Intersection*

Option #20: *Sahalee Way NE/228th Avenue NE/NE 25th Street to NE 37th Street Sidewalk*

Option #21: *Increase the maximum length of the left turn lanes Southbound at 228th Avenue NE (Eastlake HS Entrance)*

Option #22: *Lengthen as much as possible left turn lanes on 228th at Sammamish Highlands*

Option#23: *Establish left turn pockets on 228th & Sahalee Way at locations where pockets are lacking*

Option #24: *Install stoplights at Sahalee East Gate Entrance (NE 36th Street)*

Option #26: *Construct bus pull-offs on Sahalee Way/228th Avenue NE*

Councilmember Cross supported adding \$75,000 to the 2011 budget. These funds will be used to undertake a comprehensive review of all the suggested projects along Sahalee/228th Avenue NE. Staff will come back to Council with further recommendations in the first quarter of 2011. Council reached consensus on this.

Option #29: *Overflow Parking Lot at Sammamish Commons.*

Mr. Yazici is recommending building the lot this year. Council directed staff to proceed.

Option #28: *Stop Light at Issaquah Pine Lake Road # SE 28th Street Intersection.*

Staff will perform a new signal warrant study at this location, since the last study anticipated extensive new development that so far has not occurred. The warrant analysis will be done in the first quarter of 2011. This will not required substantial funds.

Option #25: *Eastern entrance to Eastlake High School.*

Mr. Yazici explained that Eastlake needs to help provide the access and work with the city. He asked Council to allow staff to continue to work with the school district to resolve this issue.

Option #27: *Restriping Issaquah Pine Lake Road.*

Mr. Yazici said this project may require building a shoulder. This will require extensive storm drainage requirements. He asked Council to allow staff to study this project and come back in the first quarter of 2011 with a recommendation.

Surface Water Management

Option #1: *SWM-CIP Tamarack Area:*

Option #2: *Inglewood Hill Road Storm Drainage Improvements*

Council directed staff to do some additional work on these options. They also directed staff to solicit input from the affected neighborhoods. This work will be done in 2011 and staff will come back to Council with recommendations at the end of 2011.

New Business

Change Order: 2010 Pavement Overlay Project (Tree Farm)

Deputy City Engineer Laura Philpot gave the staff report and showed a PowerPoint presentation outlining the project and the problems encounter with the chip seal overlay (*Presentation is available on the city's website at www.ci.sammamish.wa.us*).

MOTION: Councilmember James moved to authorize the City Manager to sign a change order with Lakeside Industries in the amount of \$76,416 to overlay the loop portion of the Tree Farm neighborhood and add a five foot path down one cul de sac. Councilmember Cross seconded. Motion carried unanimously 6-0.

Presentation: Stormwater Management Program – National Pollutant Discharge Elimination System (NPDES) Requirements

Senior Stormwater Engineer Eric LaFrance gave the staff report and showed a PowerPoint presentation explaining the requirements (*Presentation is available on the city's website at www.ci.sammamish.wa.us*).

Presentation: Draft Plans for Inglewood and Thompson Basins

Mr. LaFrance gave the staff report and showed a PowerPoint presentation explaining the proposals set forth in the basin plans. These two plans will be reviewed by the Planning Commission, go through a public process and will come back to Council for final approval (*Presentation is available on the city's website at www.ci.sammamish.wa.us*).

Departmental Budget Reviews

- **Finance** – Assistant City Manager/Finance Director Lyman Howard gave a PowerPoint presentation which covered every line item in their proposed budget over \$5,000 (*Presentation is available on the city's website at www.ci.sammamish.wa.us*).
- **City Manager/City Council/Non-Departmental/Administrative Services** – Deputy City Manager Pete Butkus gave a PowerPoint presentation on all line items over \$5,000 in each of these budgets (*Presentation is available on the city's website at www.ci.sammamish.wa.us*).

Proposal: Eastside Fire and Rescue Annexation of Fall City Fire District 27

Mayor Gerend explained that this annexation will cost the City at least \$100,000 in additional fire services costs. He was seeking Council guidance on how the Sammamish EF & R Board members should vote on this annexation. Consensus was that the representatives should vote no.

Council Reports

Mayor Gerend reported on the kick off to the Mayor's Month of Concern Food Drive

City Manager Report - None

Meeting adjourned at 10:25 pm

Melonie Anderson, City Clerk

Donald J. Gerend, Mayor



801 228th Avenue SE • Sammamish, WA 98075 • Phone: 425.295.0500 • Fax: 425.295.0600 • web: www.ci.sammamish.wa.us

October 14, 2010

TO: Ben Yazici
FM: Kamuron Gurol
RE: Wireless Communication Facilities (WCF)

On October 5, 2010, the City Council held the first reading of the WCF ordinance. The public hearing and second reading for the WCF ordinance was continued to October 19th. Three Councilmembers (Mark Cross, Tom O'Dell and John James) said they would send proposed amendments to staff. As of today, staff has received amendment proposals from Council member James.

Staff requests some additional time to work with the City Attorney to draft specific amendment language. Therefore, we recommend that the City Council re-open the public hearing on October 19th, and also continue it to November 2nd. This will allow staff to also meet with individual Council members to ensure that the amendments accurately reflect policy goals. Assuming this schedule works, staff would also appreciate receiving any additional amendment requests from Council members by Oct 21st.

As always, we are available to answer questions or provide more information.



City Council Agenda Bill

Meeting Date: October 19, 2010

Date Submitted: October 13, 2010

Originating Department: Community Development

Clearances:

<input type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: Town Center Implementation - Development Regulations, Zoning Map, Interim Street Standards, Interim Stormwater Standards, and Infrastructure Plan

Action Required: Eighth Reading, Complete Deliberation / Adoption

Exhibits: New Exhibits:

1. Memorandum summarizing City Council Process (October 13, 2010):
 - Decision Points made September 21, 2010
 - Proposed Light Manufacturing amendment
 - Proposed revisions to Interim Stormwater Standards (21B.85)

Exhibits Previously Provided:

2. Proposed Ordinance with Attachments A, B, and C
3. Proposed Resolution Adopting Interim Stormwater Standard with Attachment A
4. Proposed Resolution Adopting Interim Street Standards with Attachment A

(available for viewing on the city website at

<https://www.ci.sammamish.wa.us/departments/communitydevelopment/TownCenter>)

Budget: N/A

Summary Statement:

To implement the adopted Town Center Subarea Plan, this ordinance would adopt Town Center Development Regulations, Zoning Map amendments, and the Town Center Infrastructure Plan to implement the adopted Town Center Subarea Plan. The Development Regulations would be codified in the Sammamish Municipal Code as Title 21B, specific to Town Center development.

The “Decision Point” papers encapsulate the major policy decisions before the Council, and for which the City Council has requested that City staff draft alternative code language.

The attached resolutions would adopt the Interim Stormwater Standards and Interim Street standards for the Town Center Subarea.

On September 7, 2010 the City Council made a motion to adopt Title 21B and the infrastructure plan, and made decisions on Decision Points 1 through 4, and Decision Point 8. The City Council continued



City Council Agenda Bill

their meeting to September 21, 2010, and made decisions the remaining Decision Points; a few Council recommended edits remain for consideration on October 19, 2010.

Background:

The Town Center plan was unanimously adopted by City Council in June, 2008. The Town Center Plan was developed after City Council had decided upon a Preferred Alternative. The Preferred Alternative identified policies incorporated into the Town Center Plan. Throughout the process of plan and code development, there were multiple opportunities for public comment, workshops, preference surveys, and extensive review by the Planning Commission leading to final adoption by the City Council.

The Planning Commission provided to the City Council their recommended Town Center Development Regulations in January, 2010. The Planning Commission focused on providing a balanced document that emphasized a balance between prescriptive requirements and flexible options. The Town Center Development Regulations are intended to complement existing Sammamish Municipal Code requirements, while including requirements specific to the Town Center. The Zoning Map implements the adopted Town Center Plan and is designed to be implemented with the regulations. The Infrastructure Plan incorporates development principles for implementing the regulations on specific sites.

On June 1, 2010 the City Council opened the Public Hearing and held a first reading on this ordinance. The public hearing was continued to June 15, 2010 and then continued to July 6, 2010 providing the opportunity for additional comments. At the July 13th meeting of the City Council the Public Hearing was continued to the July 27th meeting of the City Council and continued again to the September 7th City Council meeting.

The Public Hearing was closed on September 7, 2010 and City Council began their deliberations on final adoption of Town Center development regulations and zoning. On September 7, 2010 the City Council made a motion to adopt Title 21B and the infrastructure plan, and made decisions on Decision Points 1 through 4, and Decision Point 8. At the meeting of September 21, 2010 the City Council made decisions on Decision points 5 through 7 and 9 through 16, together with several edits proposed by the Mayor. The City Council will continue their deliberations at the meeting of October 19, 2010.

Financial Impact: N/A

Recommended Motions:

Move to "Adopt as amended the Town Center Development Regulations as Title 21B of the Sammamish Municipal Code, including the zoning map amendments for the Town Center subarea, amendments to provisions of Title 20, and adopting the Town Center Infrastructure Plan, with an effective date of December 1, 2010".

Move to "Adopt the resolution adopting the Interim Stormwater Development Standards for the Sammamish Town Center, with an effective date of December 1, 2010."

Move to "Adopt the resolution adopting the Interim Street Standards for the Sammamish Town Center, with an effective date of December 1, 2010."



Department of Community Development

TO: Ben Yazici

October 13, 2010

FM: Kamuron Gurol, Michael Matthias, and Evan Maxim

RE: Town Center Development Regulations – City Council meeting – October 19, 2010

This memo summarizes the final steps in the City Council's review process for the Town Center Development Regulations and associated documents. Staff looks forward to working with the Council to complete their review and adoption process on October 19, 2010

Summary from September 7th and 21st meetings.

On September 7th, the Council closed the public hearing on Town Center and began their deliberations. The City Council made a motion, which was seconded, to adopt the base document 21B as revised and published on August 20, 2010 along with ancillary changes, including the infrastructure plan and zoning map. The Council then adopted five amendments to 21B as described in Decision Points 1 through 4 and 8.

At the meeting of September 21, 2010, City Council adopted the remaining Decision Points (5 through 7, and 9 through 16) and three proposed edits by the Mayor.

Attached to this memorandum is a summary of the Decision Point amendments and edits by the Mayor adopted by the Council, and a summary of specific code language is provided. As is standard practice typographical errors and necessary corrections to all documents will be completed during codification to ensure consistency with the Council direction.

Final Deliberations and Adoption

On October 19, 2010 the Council will proceed with deliberation and adoption of Title 21B, and the resolutions for adoption of Town Center stormwater and street standards. The Mayor has proposed several amendments, which include an amendment to allow for light manufacturing uses in the TC-A zone.

Attached to this memo is a draft of the light manufacturing use amendment proposed by the Mayor. Staff has also included a recommended modification to proposed Title 21B.85, to provide greater flexibility. Once decisions have been made for all materials, we are done!

We hope this information is helpful and will aid in an efficient and comfortable decision-making process. Staff is of course happy to respond to question or provide other information as needed.

Please let us know if you have any questions, thanks!

DECISIONS MADE AT SEPTEMBER 21, 2010 COUNCIL MEETING

Decision Point 5 –

Policy Direction: Amend consistent with March 15, 2010 revisions to proposed 21B.20.080 **and** revise 21B.10.030(1)(b) to eliminate reference to 55% in TC-A2 and TC-A3.

Code Change: Consistent with the code change reflected in option A) of the Decision Point 5 paper.

Decision Point 6 –

Policy Direction: Allow a community aquatic center (either as a “Park” use or “Amusement and Recreation Services” use) in all TC-A and TC-D zones.

Code Change: Amend 21B.20.050 to allow “Amusement and Recreation Services” as a UZDP use in all TC-A and TC-D zones.

Decision Point 6 –

Policy Direction: Allow schools in the TC-A2, TC-A5, and TC-B zones. Revise “Vocational school, specialized instruction school, school district support facility” use to specifically include Community Colleges.

Code Change: Amend 21B.20.060 to allow “Elementary school, middle/junior high school, secondary or high school” as a UZDP use in the TC-A5 and TC-B zones. Revise proposed use and definition to include Community Colleges.

Decision Point 7 –

Policy Direction: Allow schools in the TC-A2, TC-A5, and TC-B zones. Revise “Vocational school, specialized instruction school, school district support facility” use to specifically include Community Colleges.

Code Change: Amend 21B.20.060 to allow “Elementary school, middle/junior high school, secondary or high school” as a UZDP use in the TC-A5 and TC-B zones. Revise proposed use and definition to include Community Colleges.

Decision Point 9 –

Policy Direction: The design process does not require review and approval by the Arts Commission.

Code Change: None required.

Decision Point 10 –

Policy Direction: Retain proposed height limits and allowances for rooftop structures.

Code Change: None required.

Decision Point 11 –

Policy Direction: Require 6 to 8 feet of “clear” sidewalk for pedestrian access on internal walkways and along streets.

Code Change: Amend 21B.30 to require a minimum of 6 feet of “clear” sidewalk on internal pedestrian walkways. Amend the proposed Public Works Standards to require a minimum of 8 feet of “clear” sidewalk along streets.

Decision Point 12 –

Policy Direction: Apartment and townhouse units with a floor area of 599 square feet or less shall count as $\frac{1}{2}$ dwelling unit for the purposes of the allocation cap. Units with a floor area between 600 square feet and 900 square feet shall count as a $\frac{3}{4}$ dwelling unit for the purposes of the allocation cap. Units with a floor area of 901 square feet or greater shall count as 1 dwelling unit.

Code Change: Amend 21B.25 to clarify residential allocation cap applicability.

Decision Point 13 –

Policy Direction: Do not specifically authorize independent commercial development UZDP applications in the TC-B zone.

Code Change: None required.

Decision Point 14 –

Policy Direction: Eliminate maximum parking requirements.

Code Change: Amend 21B.40.030 to eliminate the “Maximum Parking Spaces Allowed”.

Decision Point 15 –

Policy Direction: Retain current affordable housing requirements.

Code Change: None required.

Decision Point 16 –

Policy Direction: Allow commuter parking lots in the TC-D and TC-E zones.

Code Change: Amend 21B.20.070 to allow the “commuter parking lot” use in the TC-D and TC-E zones.

Mayor’s Proposed Edit 1 –

Policy Direction: Allow Home Industry as a “P” (permitted use) in the TC-A1, A2, A3, and A4 zones. Also allow all group residences as a “C” (conditional use) in the TC-D zone.

Code Change: Amend 21B.20.040 accordingly.

Mayor’s Proposed Edit 2 –

Policy Direction: Allow the “Amusement and Recreation Services” use as a “U” (Unified Zone Development Permit) in the TC-A2, A3, and A4 zones and allow the use as a “C” (conditional use permit) in the TC-D zone.

Code Change: Amend 21B.20.050 accordingly.

Mayor’s Proposed Edit 3 –

Policy Direction: Allow the “commuter parking lot” use in the TC-D zone as a “C” (Conditional Use Permit).

Code Change: Amend 21B.20.070 accordingly.

21B.15.XXX – Manufacturing, Light

Manufacturing, light: Establishments of twenty thousand (20,000) square feet or less with all operations conducted completely indoors involving the manufacture of finished products or parts, predominantly from previously prepared materials, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and distribution of such products, but excluding basic industrial processing with no external transmissions, such as heat, light, sound, or odor generated from operations.

**21B.20.090
Manufacturing land uses.**

A. Table of Manufacturing Land Uses.

KEY

P – Permitted Use

U – Permitted Use as part of Adopted Unified Zone Development Plan

C – Conditional Use

S – Special Use

X – Prohibited Use

TC-A sub-zones

SIC#	SPECIFIC LAND USE	A1	A2	A3	A4	A5	TC-B	TC-C	TC-D	TC-E
...										
*	<u>Light manufacturing</u>	<u>U⁶</u>	<u>U⁶</u>	<u>U⁶</u>	<u>U⁶</u>	<u>U⁶</u>	<u>U^{2,6}</u>	<u>X</u>	<u>X</u>	<u>X</u>
...										

B. Development Conditions.

...

- Limited to 20,000 square feet gross floor area for each establishment.

SAMMAMISH TOWN CENTER DEVELOPMENT CODE

Chapter 21B.85

DEVELOPMENT STANDARDS – INTERIM STORMWATER STANDARDS

Sections:

- 21B.85.010 - Purpose
- 21B.85.020 - Applicability
- 21B.85.030 - Town Center Interim Stormwater Standards Adopted
- 21B.85.040 - Review and Appeal

21B.85.010 – Purpose and Intent.

Low impact development (LID) is an approach to land use planning and project design that seeks to:

- (1) Increase the ability of a developed site to effectively emulate predevelopment hydrologic conditions, including without limitation, stormwater retention, water quality treatment, and infiltration functions;
- (2) Minimize overland stormwater runoff from a developed site;
- (3) Maximize the retention of trees, native vegetation, understory plants, and native soils;
- (4) Minimize soil disturbance;
- (5) Minimize the conversion of site surfaces from vegetated to non-vegetated surfaces; and
- (6) Maximize the quantity and use of appropriate native plants on site.

The purpose of this chapter is to require that development proposals within the Town Center subarea fully incorporate the Interim Stormwater Standards and Low Impact Development into all aspects of project design.

21B.85.020 – Applicability.

- (1) The provisions of this chapter shall apply to all land uses in the City of Sammamish Town Center zones, and all persons within the Town Center shall comply with the requirements of this chapter.
- (2) The City shall not approve any permit or otherwise issue any authorization to alter the condition of any land, water or vegetation or to construct or alter any structure or improvement without first assuring compliance with the requirements of this chapter.
- (3) Approval of a development proposal pursuant to the provisions of this chapter does not discharge the obligation of the applicant to comply with the provisions of this chapter.

21B.85.030 – Town Center Interim Stormwater Standards Adopted.

- (1) The City hereby adopts by reference the stormwater standards and specifications set forth in Appendix G of the document entitled "Town Center Stormwater Comprehensive Plan" as adopted by Resolution R2010-_____.
- (2) The City is hereby authorized, subject to the review provisions of 21B.85.040, to modify the Stormwater requirements, standards, and specifications.

21B.85.040 – Review and Appeal.

- (1) Process. The use of the stormwater standards and specifications, along with applicable Low Impact Development design shall be reviewed concurrently with a primary proposal to consider the proposed site plan and methods used to earn the incentives as follows:
 - (a) For the purpose of this section, a "primary proposal" is defined as a proposed unified zone development plan, subdivision, binding site plan, conditional use permit, or commercial site development permit;
 - (b) The applicant shall identify the primary proposal's Low Impact Development improvements at the time of application;
 - (c) When the primary proposal requires a public hearing under this Title or SMC Title 19 or 20, the public hearing on the primary proposal shall serve as the hearing on the stormwater standards and specifications and applicable Low Impact Development improvements proposed, and the reviewing authority shall make a consolidated decision on the proposed development;
 - (d) When the primary proposal does not require a public hearing under this Title or SMC Title 19 or 20, the stormwater standards and specifications, and applicable Low Impact Development improvements, shall be subject to the decision criteria for conditional use permits outlined in Chapter 21A.100 SMC and to the procedures set forth in SMC Title 20;
- (2) Review. In evaluating a primary proposal and associated stormwater standards and specifications, and applicable Low Impact Development improvements, the City shall have the authority to request additional technical information prepared by a certified professional to:
 - (a) Determine whether the development proposal is consistent with this chapter;
 - (b) Determine if a proposed approach is consistent with the standards of the King County Surface Water Design Manual, City of Sammamish Stormwater Comprehensive Plan, or the Low Impact Development Technical Guidance Manual for Puget Sound, or other suitable reference, as determined by the director;

- (c) Determine whether the proposed combination of techniques adequately work together toward meeting the goals of this chapter;
 - (d) Determine if the monitoring plans and bonding measures proposed by the applicant are sufficient to protect the public benefit, health, safety, and welfare, consistent with this chapter; and
 - (e) Determine that the proposed LID approaches shall function as intended.
- (3) Health and Safety. Approval of all proposed stormwater design and required Low Impact Development improvements shall be subject to the review of the City to determine that the proposed development does not pose an unreasonable threat to the public health, safety, or welfare on or off the development proposal site and is consistent with the general purposes of this chapter and the public interest.
- (4) Modification or Elimination of Requirements. Compliance with the adopted stormwater standards and specifications, and applicable Low Impact Development improvements shall be required to the maximum extent practically feasible. The City is authorized to approve the modification or elimination of stormwater standards and / or Low Impact Development improvement requirements, standards, and specifications set forth in Appendix G of the document entitled "Town Center Stormwater Comprehensive Plan" as adopted by Resolution R2010-_____ as follows:
- (a) The burden of proving that a proposed modification or waiver of stormwater standards and specifications, or Low Impact Development requirements, meets the criteria enumerated in this section shall be on the applicant. Absence of such proof shall be grounds for denial of the request;
 - (b) All requests to modify or eliminate required stormwater standards or specifications, or Low Impact Development improvements shall be based upon site specific analysis of the feasibility of required improvements, standards and specifications. Such analysis shall include evaluation of site and vicinity soils, hydrology, and other factors, as determined by the City, affecting the successful design of the stormwater or Low Impact Development improvements.
 - (c) In approving a modification or waiver to the stormwater standards or specifications, or Low Impact Development improvements, the City may consider the purpose, effectiveness, engineering feasibility, commercial availability of technology, best management practices, safety and cost of the proposal.
- (5) Adjustments.
- (a) Minor. Minor changes to proposed stormwater standards and specifications or Low Impact Development improvements may be authorized by the City following approval of the primary proposal.

Minor changes include, but are not limited to changes related to improvement sizing, location, and components.

- (b) Major. Major changes to proposed stormwater standards or specifications, or Low Impact Development improvements may not be authorized by the City following approval of the primary proposal. Major changes shall require re-submittal of the land use applications associated with the primary proposal. Major changes include, but are not limited to, elimination of proposed Low Impact Development improvements and changes to site layout that preclude the success of approved Low Impact Development improvements.
- (6) Appeals.
Any person or agency aggrieved by an act or decision of the City pursuant to this title may appeal said act or decision to the City of Sammamish pursuant to the appeal provisions for the underlying development permit application as contained in Chapter 20.05 SMC

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2010 - ____

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING THE TOWN CENTER
DEVELOPMENT REGULATIONS AS TITLE 21B OF THE
SAMMAMISH MUNICIPAL CODE; ADOPTING ZONING MAP
AMENDMENTS FOR THE TOWN CENTER SUBAREA;
AMENDING PROVISIONS OF TITLE 20; AND ADOPTING THE
TOWN CENTER INFRASTRUCTURE PLAN**

WHEREAS, the City Council adopted the Sammamish Comprehensive Plan on September 16, 2003, consistent with the state Growth Management Act and applicable Countywide Planning Policies; and

WHEREAS, the City Council adopted the Sammamish Municipal Code on October 7, 2003, and subsequent revisions have been made since that time; and

WHEREAS, the City Council adopted the Town Center Subarea Plan on June 9, 2008, as an amendment to and element of the Sammamish Comprehensive Plan; and

WHEREAS, the Town Center Subarea Plan established the policy basis for the development of the Town Center Development Regulations, Zoning Map amendments, and the Town Center Infrastructure Plan; and

WHEREAS, the Town Center Development Regulations will authorize development consistent with the policy direction of the adopted Town Center Plan and specific regulatory provisions; and

WHEREAS, the amendments to Title 20 will provide procedural direction for implementation of the Town Center Development Regulations;

WHEREAS, the Zoning Map amendments will designate zoning for properties within the Town Center Subarea to implement the Town Center Plan and the Town Center Development Regulations; and

WHEREAS, the Town Center Infrastructure Plan will assist in guiding infrastructure development within the Town Center Subarea Plan; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance for the proposed Town Center Regulations, Zoning Map amendments, and Town Center Infrastructure Plan was issued on May 12, 2010; and

WHEREAS, in accordance with RCW 36.70A, a request for expedited review was received by the State of Washington Department of Commerce on March 10, 2010 and was granted expedited review on March 25, 2010; and

WHEREAS, the public process for the proposed amendments has provided for extensive public participation opportunities at public meetings and hearings before the Planning Commission and City Council between June of 2008 and June of 2010; and

WHEREAS, the Planning Commission held public meetings and public hearings in 2008 and 2009 and forwarded recommended Town Center Development Regulations, Zoning Map, and Town Center Infrastructure Plan to the City Council on January 12, 2010; and

WHEREAS, the City Council received and considered public comment at six City Council public hearings between June and September 7, 2010;

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

Section 1. Adoption of the Town Center Development Regulations. The Town Center Regulations, as set forth in Attachment “A” to this Ordinance, are hereby adopted.

Section 2. Adoption of the Zoning Map Amendments. The Zoning Map amendments, as set forth in Attachment “B” to this Ordinance, are hereby adopted.

Section 3. Adoption of the Town Center Infrastructure Plan. The Town Center Infrastructure plan, as set forth in Attachment “C” to this Ordinance, is hereby adopted.

Section 4. Codification of the Town Center Regulations. The City Council authorizes the Community Development Director and City Clerk to codify the regulatory provisions of the Town Center Regulations into the Sammamish Municipal Code for ease of use and reference. In codifying the regulatory provisions, the City Council authorizes the Community Development Director to make non-substantive changes to the regulatory provisions to comply with the intent of the City Council.

Section 5. 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 6. 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 _____, 2010.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:	May 27, 2010
Public Hearing:	June 1, 2010
First Reading:	June 1, 2010
Public Hearing:	June 15, 2010
Second Reading:	June 15, 2010
Public Hearing:	July 6, 2010
Third Reading:	July 6, 2010
Public Hearing:	July 13, 2010
Fourth Reading:	July 13, 2010
Fifth Reading:	July 27, 2010
Public Hearing:	July 27, 2010
Sixth Reading:	September 7, 2010
Public Hearing:	September 7, 2010
Seventh Reading:	September 21, 2010
Public Hearing:	September 21, 2010
Passed by the City Council:	
Date of Publication:	
Effective Date:	

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2010-XXX**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING INTERIM STORMWATER
DEVELOPMENT STANDARDS FOR SAMMAMISH TOWN
CENTER**

WHEREAS, , the City Council adopted the Town Center Subarea Plan on June 9, 2008, as an amendment to, and element of the Sammamish Comprehensive Plan; and

WHEREAS, the Town Center Subarea Plan established the policy basis for the development of the Town Center, and provided specific direction regarding the Town Center Stormwater Development Standards; and

WHEREAS, the Town Center Development Regulations will authorize development consistent with the policy direction of the adopted Town Center Plan and specific regulatory provisions and references “Appendix G – Interim Stormwater Development Standards for Sammamish Town Center”; and

WHEREAS, the Planning Commission has reviewed the stormwater standards contained in “Appendix G – Interim Stormwater Development Standards for Sammamish Town Center” and recommended adoption of the standards on July 15, 2010; and

WHEREAS, the City Council has reviewed the standards contained in “Appendix G – Interim Stormwater Development Standards for Sammamish Town Center”;

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

Section 1. Adoption of the Appendix G – Interim Stormwater Development Standards for Sammamish Town Center: The City Council hereby adopts “Appendix G – Interim Stormwater Development Standards for Sammamish Town Center”, attached hereto as Attachment “A” and incorporated herein by reference.

Section 2. Severability: Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE __TH DAY OF _____ 2010.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

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

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2010-XXX**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING INTERIM STREET
STANDARDS FOR SAMMAMISH TOWN CENTER**

WHEREAS, , the City Council adopted the Town Center Subarea Plan on June 9, 2008, as an amendment to, and element of the Sammamish Comprehensive Plan; and

WHEREAS, the Town Center Subarea Plan established the policy basis for the development of the Town Center, and provided specific direction regarding the Town Center Street Standards; and

WHEREAS, the Town Center Development Regulations will authorize development consistent with the policy direction of the adopted Town Center Plan and specific regulatory provisions and references “Interim City of Sammamish Town Center Street Design Standards, (dated July 7, 2010)”; and

WHEREAS, the Planning Commission has reviewed the street standards contained in “Interim City of Sammamish Town Center Street Design Standards, (dated July 7, 2010)” and recommended adoption of the standards on July 15, 2010; and

WHEREAS, the City Council has reviewed the standards contained in “Interim City of Sammamish Town Center Street Design Standards, (dated July 7, 2010)”; and

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

Section 1. Adoption of the “Interim City of Sammamish Town Center Street Design Standards”, (dated July 7, 2010): The City Council hereby adopts “Interim City of Sammamish Town Center Street Design Standards, (dated July 7, 2010)”, attached hereto as Attachment “A” and incorporated herein by reference.

Section 2. Severability: Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE ___ TH DAY OF _____ 2010.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

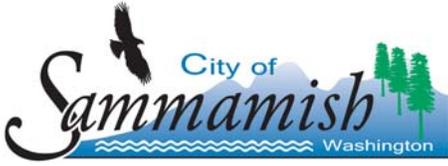
ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

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



CITY COUNCIL AGENDA BILL

Subject: 2011/2012 Human Service Grants

Meeting Date: October 19, 2008

Date Submitted: October 5, 2008

Originating Department: Administrative Services

Clearances:

Action Required: Approve Human Services Committee's recommendations for awarding grant funding for 2011/2012

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Human Services Committee Grant Recommendation
2. Human Service Organizations Service Descriptions

Budgeted Amount: \$160,000 for 2011/2012 (Line Item 001-050-559-20-41-00)

Summary Statement: the 2011/2012 application process for Human Services grants began on March 22, 2010. This process was entirely completed through the ECityGov portal www.HSConnect.net. All applicants must be certified 501(c)3 organizations. They are required to complete an extensive application which requires information regarding the programs goals, outputs, number of residents served in each city they are applying for funds, ADA accessibility, as well as other information. The organization is also required to submit their budget, their last audit and a complete list of their board members.

The City of Sammamish received 50 applications totaling \$258,196. Staff and the Human Services Committee reviewed the applications and are submitting the attached recommendation for funding.

Background: Sammamish began awarding Human Services grants in 2001. Since that time, the program has steadily grown. In 2004 Sammamish partnered with other North and East King County cities in developing a joint application process. In 2009 the cities of Auburn, Burien, Covington, Federal Way, Kent, Renton, Sea Tac, and Tukwila joined the consortium and the name of the group was changed to North, South and East King County Funders.

The Human Service Committee, along with staff, reviewed all of the funding requests, applying the following criteria: (1) Funds should be used to directly benefit Sammamish residents, (2) the amount of funding should be consistent with the number of residents served and (3) additional consideration was given to organizations that both served residents and provided volunteer opportunities to residents.

Attached is Exhibit 1: Sammamish Human Services Grant Proposed Funding. Since requests exceeded the budgeted amount, the committee recommended reduced awards from previous years to some organizations. Requests for less than \$1,000 were not considered because the cost to administer these grants did not warrant awarding them. Four organizations, Alliance for People with Disabilities, CRU Institute, Eastern European Counseling Center and Pediatric Interim Care Center were not recommended for funding because they did not serve enough Sammamish residents to justify their request.

Financial Impact: \$160,000 for each year 2011 and 2012.

Recommended Motion: Council may move to approve the Human Service Grant Committee recommendations or they may remand them back to the Committee for additional work.

Sammamish Human Services Grants Committee Recommendation 2011 - 2012				
	Organization	Request	2010	Recommendation
1	Alliance of People with Disabilities	\$4,300	\$0	\$0
2	Assistance League of Eastside	\$5,000	\$5,000	\$3,000
3	Athletes for Kids	\$10,000	\$10,000	\$10,000
4	AtWork!	\$1,290		\$2,000
5	AtWork!	\$5,000	\$2,310	\$3,000
6	Changes Parent Support Network	\$300		\$0
7	Child Care Resources	\$10,500	\$10,000	\$1,000
8	Children's Response Center	\$2,652	\$2,575	\$2,500
9	Crisis Clinic	\$895		\$1,000
10	Crisis Clinic	\$3,690		\$3,500
11	Crisis Clinic	\$4,720		\$4,500
12	CRU Institute	\$10,000		\$0
13	Eastern European Counseling Center	\$2,726		\$0
14	Eastside Baby Corner	\$6,000	\$6,000	\$6,000
15	Eastside Domestic Violence Program	\$10,500	\$10,000	\$10,000
16	Eastside Interfaith Social Concerns C.	\$3,300	\$2,000	\$1,500
17	Eastside Interfaith Social Concerns C.	\$2,200	\$3,000	\$1,500
18	Eastside Interfaith Social Concerns C.	\$1,000		\$1,000
19	Eastside Interfaith Social Concerns C.	\$2,000		\$1,000
20	Eastside Legal Assistance Program	\$2,101	\$2,020	\$2,000
21	Elder and Adult Day Services	\$10,000	\$10,000	\$5,000
22	Encompass	\$10,000	\$6,800	\$6,000
23	Faith In Action	\$10,000	\$10,000	\$10,000
24	Friends of Issaquah Salmon Hatchery	\$1,000	\$1,000	\$1,000
25	Friends of Youth:&Family Services	\$12,239	\$10,000	\$8,000
26	Friends of Youth: Healthy Start	\$3,790	\$3,680	\$1,000
27	Friends of Youth: The Landing Shelter	\$1,837		\$1,000
28	Health Point: Dental	\$6,816		\$1,500
29	Health Point: Medical	\$9,989		\$1,000
30	HERO House	\$3,000		\$1,000
31	Hopelink: Emergency Service Program	\$6,350	\$6,050	\$3,500
32	Hopelink: Avondale Park Transitional	\$5,150	\$5,000	\$1,500
33	Hopelink: Family Development Progr.	\$2,625	\$2,500	\$2,500
34	Hopelink: Emergency Feeding Services	\$4,000		\$1,000
35	Issaquah Church & Community Services	\$2,000	\$2,000	\$1,000
36	Issaquah Schools Foundation	\$5,000		\$3,500
37	Kindering Center	\$10,000	\$10,000	\$10,000
38	KC Sexual Assault Resource Center	\$2,840	\$2,730	\$2,500
39	Lake Washington Schools Foundation	\$5,000	\$3,000	\$4,500
40	Life Enrichment Options	\$1,500		\$1,500
41	Little Bit Therapeutic Riding Center	\$6,426		\$2,000
42	NAMI Eastside/Education, Support& Advo.	\$5,000	\$5,000	\$2,500
43	Pediatric Interim Care Center, Inc.	\$2,000		\$0
44	Providence Marianwood Foundation	\$10,000		\$10,000
45	Skyline High School	\$1,000	\$1,000	\$1,000
46	St. Vincent Depaul of Sea/Mary Queen of P	\$5,000	\$5,000	\$5,000
47	Therepeutic Health Services	\$11,000		\$4,500
48	Washington Poison Center	\$3,960		\$2,000
49	YMCA of Greater Seattle/Camp Terry Sch.	\$2,500		\$2,500
50	Youth Eastside Services	\$10,000	\$10,000	\$10,000
		\$258,196	\$146,665	\$160,000

2011 2012 Human Service Grant Requests

Organization	Program	Grant Requested	Description of Service
Alliance of People with disAbilities	Youth Transition Program	\$4,300.00	Club for teens and young adults with disabilities that empowers youth by teaching life skills and problem-solving skills necessary to make informed decisions about their futures. Club activities support them in transition from high school to being active members of their communities.
Assistance League of the Eastside	Operation School Bell	\$5,000.00	Operation School Bell provides new clothing to students selected by school personnel. The students attend a shopping event with their parents at a local Fred Meyer overseen by Assistance League volunteers. Each child is given a \$120 gift card.
Athletes for Kids	Youth Mentor Program	\$10,000.00	Youth mentorship program committed to creating and maintaining long term, rewarding mentorship/friendships between special-needs children and high school athletes. Our focus is on developing inclusion in local schools.
AtWork!	Community Liaison	\$5,000.00	The Community Liaison (CL) coordinates overall job development targets and activities for AtWork!'s team of Employment Consultants. This position both actively consults with prospective employers, and connects them with Employment Consultants, to develop customized and other job opportunities for people with multiple and significant disabilities.

Exhibit 2

Organization	Program	Grant Requested	Description of Service
AtWork!	School to Work Partnership	\$1,290.00	Serving individuals with disabilities by providing a person who is knowledgeable and connected to the business community, who actively consults with prospective employers and discovers an employment match between individuals served by AtWork! And the needs of the business.
Changes Parent Support Network	Parent Support Network Group	\$300.00	Provide weekly support groups and community seminars to equip parents with tools and support for coping with acting out adolescents and young adults.
Child Care Resources	Child Care Information and Referra	\$10,500.00	Information and referral to help families find appropriate child care; training and technical assistance for child care providers; and community education regarding child care issues.
Children's Response Center	Harborview Medical Center	\$2,652.00	Children's Response Center provides comprehensive and culturally sensitive direct services to children and non-offending family members affected by sexual assault and other traumatic events. The Center offers prevention and education services to the community that promotes social change focusing on the end to sexual violence.

Exhibit 2

Organization	Program	Grant Requested	Description of Service
Crisis Clinic	24-Hour Crisis Line	\$3,690.00	The 24-Hour Crisis Line's trained and supervised volunteers provide emergency telephone intervention for all King County residents in crisis or emotional distress every day of the year, listening and providing feedback and referrals to other agencies or direct linkage to emergency mental health services as needed.
Crisis Clinic	Teen Link	\$4,720.00	Teen Link is an anonymous help line answered by teen volunteers each evening from 6-10 PM, providing a confidential, safe place for youth to seek comfort and support. Our trained staff and youth volunteers also provide Youth Suicide Prevention education in schools and youth-serving organizations throughout King County
Crisis Clinic	2-1-1 Community Information Line	\$895.00	2-1-1 Community Information Line I & R Specialists provide information & referral services to all King County residents by coaching callers on how best to present their problem, explaining how the social service system works, and empowering callers to find solutions when there are no resources.

Exhibit 2

Organization	Program	Grant Requested	Description of Service
CRU Institute	Peer Mediation and Cultural Awre	\$10,000.00	CRU Institute provides conflict resolution, peer mediation, and cultural awareness training to schools and educational institutions across the United States, with a particular focus on serving Washington and the Pacific Northwest region. We work with schools, school districts and youth organizations to establish and support structured conflict mediation programs in which students act as peer mediation.
Eastern European Counseling Center	Immigrant Integration Project	\$2,726.00	We provide behavioral health services to low-income, uninsured and underserved Eastern European immigrants and refugees in WA. Our services include individual, family and group therapy, mental health evaluations, counseling for victims of domestic violence, court mandated anger management and theft counseling classes, social skill development training and problem gambling counseling. Also, we offer case management and referral services to our clients.

Exhibit 2

Organization	Program	Grant Requested	Description of Service
Eastside Baby Corner	Distribution of Basic Essentials for	\$6,000.00	Eastside Baby Corner's only program is to provide basic survival goods-clothing, food, diapers, car seats, bedding and more-for children from birth to age 12, through a network of family -assistance provider partners. EBC supplies material resources in direct support of partner's clients, enabling the food banks, housing, organizations, youth and social service agencies in our network to more effectively use their expertise and resources to help families become safe, fed, housed, and employed.
Eastside Domestic Violence Program	Community Advocacy Program	\$10,500.00	The Community Advocacy Program (CAP) provides a variety of direct services designed to address the immediate needs of survivors of domestic violence and their children and community outreach and education to engage the community to understand and work to end domestic violence. The CAP services include 24 hour crisis line, support group, legal advocacy, advocacy based counseling, support and assistance in accessing various community resources, and advocacy and support for youth and children

Exhibit 2

Organization	Program	Grant Requested	Description of Service
Eastside Interfaith Social Concerns Council	Sophia's Program for Single Wome	\$2,000.00	Sophia's Place is the only overnight program providing shelter, life skills, training and social service support to single adult homeless women in East King County; it is part of The Sophia Way. The shelter is open and staffed every day of the year from 7 pm - 7am. We have 3 FTE shelter staff and 1 full-time case manager. Staff and volunteers conduct life skills training and community building activities.
Eastside Interfaith Social Concerns Council	Housing	\$3,300.00	The CFH Housing program places homeless men into housing, provides rent subsidies and case management.
Eastside Interfaith Social Concerns Council	Shelter	\$2,200.00	CFH Emergency Shelter program provides a service-enhanced emergency shelter with 30 beds, 3 meals, and case management.
Eastside Interfaith Social Concerns Council	Sophia's Home Housing Program f	\$1,000.00	Sophia's Home places homeless women in apartments (through the Landlord Liaison Program) and shared housing in East King County, provides furniture and household furnishings, and gives rental subsidies (clients pay 30% of income). We also provide case management, mental health and substance abuse treatment, and other supportive services.

Exhibit 2

Organization	Program	Grant Requested	Description of Service
Eastside Legal Assistance Program		\$2,101.00	Eastside Legal Assistance Program (ELAP), founded in 1989, provides civil legal aid to low-income residents of East and Northeast King County and domestic violence legal aid throughout King County. Services provided include advice clinics, brief legal service, Will Project, direct representation, self help workshops and education lectures.
Elder and Adult Day Services	Adult Day Health	\$10,000.00	Elder and Adult Day Services (EADS) provides relief to caregivers of, and programs for, seniors who are frail and younger adults with developmental disabilities, ages 18-100+ by offering a daytime, nationally accredited program that meets the needs of adults with physical and/or cognitive impairments, and chronic health conditions.
Encompass	Birth to Three Early Intervention P	\$10,000.00	The Birth to Three Program at Encompass provides comprehensive services for children under the age of three, with developmental delays. A multi-disciplinary team including speech, occupational and physical therapists, early childhood development sepcialists and family resource coordinators, and helps families plan individualized programs for their child.

Exhibit 2

Organization	Program	Grant Requested	Description of Service
Faith In Action	Supporting Senior Independence	\$10,000.00	Faith in Action (FIA) is a dedicated team of trained volunteers and professional staff providing vital support and assistance to seniors facing the challenges of aging. FIA serves individuals who live in the Greater Issaquah and Sammamish communities on the Eastside of King County, Washington, and we are devoted to serving isolated and low-income seniors.

Friends of Issaquah Salmon Hatchery	Education Program	\$1,000.00	Friends of the Issaquah Salmon Hatchery (FISH) is a non-profit, 501 c (3) corporation that community members formed in 1993 in response to the state's proposed closure of the historic Issaquah hatchery and to promote watershed stewardship through an education program that involves trained volunteers and a professional education coordinator who has expertise in environmental education. The hatchery includes a glassed-in fish ladder where visitors can get "nose to nose" with the brightly colored chinook, coho and sockeye that return to the Lake Sammamish Watershed every fall. The hatchery also raises rainbow trout, which are placed in the two Sammamish Lakes - Beaver and Pine Lakes - for local residents to fish every spring.
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Exhibit 2

Organization	Program	Grant Requested	Description of Service
Friends of Youth	Youth and Family Services	\$12,239.00	Youth and Family Services includes mental health counseling for youth and their families, outpatient substance abuse assessment and treatment, and prevention and referral services. Youth Emergency Shelter Services operates two shelters in Bellevue and Kenmore for youth age 11-17. A Foster Care Recruiter locates foster homes for youth who cannot return to their former residence.
Friends of Youth	Healthy Start	\$3,790.00	Healthy Start is a home-based parenting education and support program serving young (mostly teen), low-income, first-time parents from pregnancy until their child turns three.
Friends of Youth	The Landing Young Adult Shelter	\$1,837.00	the Landing operates Sunday - Thursday, 8:30 pm until 8:00 am. Participants receive dinner, showers, laundry service, clothing and breakfast. The Landing serves up to 15 single young adults nightly. Residents may stay at the shelter up to 30 nights within a three month period, with the possibility of extension. Case managers and shelter staff help residents find resources including transitional living programs, food and clothing, employment, medical care, education, and counseling.
HealthPoint	Medical	\$9,989.00	HealthPoint Medical Services deliver family practice, obstetric, and pediatric medical services with supportive behavioral health and case management programs to King County residents in need of care.

Exhibit 2

Organization	Program	Grant Requested	Description of Service
HealthPoint	Dental	\$6,816.00	The HealthPoint Dental Program offers affordable dental services to low income and marginalized communities in suburban King County .
HERO House		\$3,000.00	For purposes of this application, the "Program" refers to all of the current psychiatric rehabilitation services offered at HERO House (HH). This includes the pre-vocational "work ordered day" program, the social and recreation program, the personal advocacy and resource referral program and most importantly, the multi-tiered employment program.
Hopelink	Family Development Program	\$2,625.00	Hopelink's Family Development Program provides long term case management services to low income families with children at risk of homelessness. The program is designed to help families develop problem solving skills, knowledge and connection to community resources in order to become stable and move towards self sufficiency.
Hopelink	Avondale Park Transitional Housin	\$5,150.00	Hopelink's Avondale Park Transitional Housing and Emergency Shelter Program provides transitional housing for up to two years and emergency shelter for up to 90 days coupled with comprehensive case management services for families with children and some singles.

Exhibit 2

Organization	Program	Grant Requested	Description of Service
Hopelink	Emergency Service Program	\$6,350.00	Hopelink's Emergency Service Program provides low-income residents of north and east King County with basic needs including food and emergency financial assistance
Hopelink	Emergency Feeding Services	\$4,000.00	Emergency Feeding Service program provides short term emergency food to families and individuals, meeting special dietary requirements for people with different health conditions, ages, and cultural traditions.
Issaquah Church and Community Services		\$2,000.00	We provide emergency financial aid to residents within the Issaquah School District #411. Our primary focus is rental assistance, utility assistance and water.
Issaquah Schools Foundation	VOICE Mentoring Program	\$5,000.00	The VOICE Mentoring Program pairs community volunteers with students in need of academic and or/personal support. Volunteers work as one-to-one mentors for one hour a week during the school year.

Exhibit 2

Organization	Program	Grant Requested	Description of Service
Kindering Center	Early Childhood Consultation Progr	\$10,000.00	Kindering's Early Childhood Consultation program ensures families and caregivers have the training and information they need to provide high-quality early care and education for young children residing in East King County. Our program targets children ages 0-6 and their families and caregivers, with a focus on children with disabilities; difficult to manage behaviors; fragile medical conditions; a history of abuse or neglect; and multiple risk factors that can jeopardize school readiness.
King County Sexual Assault Resource Center	Sexual Assault Services	\$2,840.00	Services for sexual assault victims and their families, combined with community and prevention education (this includes rape, attempted rape, child molestation, child sexual abuse, and sexual harrassment.
Lake Washington Schools Foundation	LINKS Looking Into the Needs of Ki	\$5,000.00	LINKS directly addresses the Lake Washington Schools Foundation's mission to support academic excellence and success for all students. LINKS places community volunteers as mentors, classroom helpers and tutuors to support the needs of the most vulnerable students in our district, students who are at risk of failing academically and potentially dropping out of school

Exhibit 2

Organization	Program	Grant Requested	Description of Service
Life Enrichment Options		\$1,500.00	Life Enrichment Options is requesting funding for our services that include support to inclusive recreation that helps build social networks for people at high risk for isolation; resources and education for individuals and families both one to one and through community forums; recognition of local employers who hire adults with developmental disabilities; and efforts to create a third Adult Family Home for these adults to support taking their first steps toward independent living.
Little Bit Therapeutic Riding Center		\$6,426.00	Services for individuals with disabilities: Adaptive Riding is a lesson with one or more riders that focuses on increasing skills while gaining a therapeutic benefit; including improving communication and increasing muscle tone and strength. Hippotherapy is a one-on-one medical model where a therapist works with a rider, using the movement of the horse for treatment. The results offer improved potential for walking and normal hip development in individuals with disabilities.
NAMI Eastside/Education, Support and Advocacy	Education, Support and Advocacy	\$5,000.00	NAMI Eastside is a community based nonprofit organization that provides services that focus on the concerns of local individuals and their families with brain disorders.

Exhibit 2

Organization	Program	Grant Requested	Description of Service
Pediatric Interim Care Center Inc.	Interim Care of Drug Exposed Infa	\$2,000.00	We are asking for support for PICC's overall program of interim care for drug-exposed and medically fragile infants. This unduplicated service which is always available without charge to vulnerable newborns in your community, and includes safe shelter for infants at risk for abuse and neglect, therapeutic handling and narcotic assisted withdrawal for newborns suffering effects of prenatal drug exposures; 24-hour medical monitoring and nutritional support for infants at risk for failure to thrive.
Providence Marianwood Foundation	Senior Access to Long Term Health	\$10,000.00	Providence Marionwood provides long term health care to the elderly regardless of financial circumstance. Marianwood accepts patients without insurance or private funds, and continues to provide skilled nursing care for existing patients when insurance and private funds are exhausted. Marianwood receives partial reimbursement from Washington State's Medicaid program at a rate of 57% of actual costs. The cost of care provided WITHOUT compensation will total \$1.85 million in 2011.
Skyline High School		\$1,000.00	Funds would provide scholarship money for students who are finding it difficult to meet the financial demands required for full participation in high school activities. The grant funds will be used to provide items that a family may not be able to provide.

Exhibit 2

Organization	Program	Grant Requested	Description of Service
St. Vincent DePaul of Seattle/King County	Mary Queen of Peace	\$5,000.00	The Society of St. Vincent de Paul is an international Catholic organization of lay persons who seek to help those who are suffering, without regard to religious affiliation. The major activities consist of providing help to local needy individuals and families with rent, utility bills, food, clothing and furniture.
Therapeutic Health Services	Low Income Adult CD and Mental	\$11,000.00	THS is committed to assisting individuals in overcoming their dependencies to alcohol, prescription medications, and other illicit drugs. Our trained and certified Chemical Dependency Professionals (CDP's) conduct assessments and provide treatment based upon the standards developed by the American Society of Addiction Medicine to provide individualized one on one, and group therapy.
Washington Poison Center		\$3,960.00	the Washton Poison Center provides free life saving information and emergency treatment advice to the public and medical professionals 24 hours a day, 7 days a week. WAPC saves lives and healthcare dollars in all the communities in Washington State through our national toll-free number 1-800-222-1222
YMCA of Great Seattle	Camp Terry Scholarship	\$2,500.00	Camp Terry is an outdoor day camp for ages 6-12. Camp Terry allows children to experience a unique outdoor camp setting, including hiking, campfires, field trips, climbing wall and more. This grant would provide direct service support to families in need.

Exhibit 2

Organization	Program	Grant Requested	Description of Service
Youth Eastside Services	Early Intervention for At Risk Yout	\$10,000.00	Early intervention for At-Risk Youth is a comprehensive program designed to: increase community access to mental health services, substance abuse treatment and social services: increase individual and family strengths and coping skills by providing youth and their families with professional counseling services.