City Council, Special Meeting

AGENDA

6:30 pm – 9:30 pm
February 19, 2013 Council Chambers

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Student Liaison Reports

- Eastside Catholic High School
- Eastlake High School

Presentations/Proclamations

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

Consent Agenda

- Payroll for the period ending January 31, 2013 for pay date February 5, 2013 in the amount of $254,865.09

1. Approval: Claims for period ending February 5, 2013 in the amount of $383,873.73 for Check No. 34016 through No.34084
2. Approval: Claims for period ending February 19, 2013 in the amount of $1,061,665.21 for Check No. 34085 through No. 34196
3. Resolution: Granting Final Plat Approval To The Plat Of Shorelane Vistas (formerly Sammamish Orchards)
4. Resolution: Accepting The Eastlake High School Baseball Field Renovation Project As Complete
5. Amendment: Permit Tech Services/Prothman
6. Approval: Notes for January 15, 2013 Study Session
7. Approval: Minutes for January 22, 2013 Special Meeting

Public Hearings – None

Unfinished Business - None

8. Operating and Management Agreement with the YMCA for the Community and Aquatic Center and a Recreational Property Ground Lease with the YMCA

New Business

9. Interlocal: Amended and Restated Solid Waste Agreement/King County

10. SE 8th Street Park Plan

11. Resolution: Designating the Name For The City Park Formerly Known As SE 8th Street Park

Council Reports

City Manager Report

Executive Session – Pursuant to RCW 42.30.110(1)(iii) Potential Litigation

Adjournment

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

AGENDA CALENDAR

March 2013			
Tues. 3/5	6:30 pm	Regular Meeting/Study Session	Resolution: ARCH 2013 Work Program/Budget (10 min) Resolution: Final Plat Evoke at Pine Lake (consent) Contract: Economic Development Strategy/??(consent) Land Lease/YMCA Property (30 min) SS:Environmentally Critical Areas Update (120 min) Resolution: 244th Avenue NE Non-Motorized Project Closeout (consent)
Tues. 3/12	6:30 pm	Study Session	2013 Pavement Management Program – Overlay (30 min) Environmentally Critical Areas Update (120 min)
Mon. 3/18	6:30 pm	Regular Meeting/Study Session	Resolution: Final Acceptance Inglewood Hill Non-Motorized (consent) SS:Environmentally Critical Areas Update (120 min)
April 2013			
Tues. 4/2	6:30 pm	Regular Meeting	Proclamation: Child Abuse Prevention Month Fire Services (CM Report) Boys & Girls Club Report
Tues. 4/9	6:30 pm	Study Session	Environmentally Critical Areas Update (If needed)
Mon. 4/15	6:30 pm	Regular Meeting	Environmentally Critical Areas Update (If needed)
May 2013			
Tues. 5/7	6:30 pm	Regular Meeting	Proclamation: Arts Education Month Public Hearing/First Reading: Environmentally Critical Areas Update
Tues. 5/14	6:30 pm	Study Session	
Mon. 5/20	6:30 pm	Regular Meeting	Second Reading: Environmentally Critical Areas Update
June 2013			
Tues. 6/4	6:30 pm	Regular Meeting	
Tues 6/11	6:30 pm	Study Session	
Mon. 6/17	6:30 pm	Regular Meeting	

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

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

<< January

February 2013

March >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2	3	4	5	6	**1** 9 a.m. **City Council Retreat**	**2** 9 a.m. **City Council Retreat**
3	**4**	**5** 6:30 p.m. **City Council Meeting** **Canceled**	**6** 6:30 p.m. **Parks and Recreation Commission Meeting**	**7** 6:30 p.m. **Planning Commission Meeting**	**8**	**9** 1 p.m. **Special Arts Sammamish - "Make it a Clay Day"**
10	**11**	**12** 6:30 p.m. **City Council Study Session** 6:30 p.m. **Arts Commission Meeting**	**13** 6 p.m. **Sammamish Youth Board Meeting**	**14**	**15**	**16**
17	**18** **Presidents' Day** **City offices closed**	**19** 6:30 p.m. **City Council Special Meeting**	**20**	**21** 6:30 p.m. **Community Garden Steering Committee** 6:30 p.m. **Planning Commission Meeting**	**22**	**23**
24	**25** 5:30 p.m. **Finance Committee Meeting**	**26**	**27**	**28**	1	2
3	4	5	6	7	8	9

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

<< February

March 2013

April >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1	2
3	4	5 6:30 p.m. **City Council Meeting**	6 6:30 p.m. **Parks and Recreation Commission Meeting**	7 6:30 p.m. **Planning Commission Meeting**	8	9
10	11	12 6:30 p.m. **City Council Study Session**	13	14	15	16
17	18 6:30 p.m. **City Council Meeting** 6:30 p.m. **Arts Commission Meeting**	19	20 6 p.m. **Sammamish Youth Board Meeting**	21 6:30 p.m. **Planning Commission Meeting** 6:30 p.m. **Community Garden Steering Committee**	22	23 9 a.m. **Native Plant Salvage and Planting** 2 p.m. **Planting at Illahee**
24	25	26	27	28	29	30
31	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

City of Sammamish Washington

MEMORANDUM

TO: Melonie Anderson/City Clerk

FROM: Marlene/Finance Department

DATE: February 1, 2013

RE: Claims for February 5, 2013

$ 45,937.85
7,108.93
188,290.11
142,536.84

Top 5 Expense Items in Packet

King County Finance	$67,106.01	Road Services - December 2012
Windward Environmental	$51,417.10	Inglewood Drainage Project Aug - Dec 2012
Winward Real Estate	$42,825.91	Refund of Traffic Impact Fees
U.S. Postal Service	$35,000.00	Bulk Mail Postage for 2013 Newsletters
Plantscapes	$23,557.66	Landscaping - Streets & parks January 2013

TOTAL $383,873.73

Checks # 34016 - # 34084

45,937.85 +
7,108.93 +
188,290.11 +
142,536.84 +
383,873.73 *

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 1/17/2013 - 11:27 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
34016	01/18/2013	ANI	ANI Administrators NW Inc	1,637.35	0
34017	01/18/2013	CHAP13	Chapter 13 Trustee	280.00	0
34018	01/18/2013	ICMA401	ICMA 401	35,849.83	0
34019	01/18/2013	ICMA457	ICMA457	8,170.67	0
			Check Total:	45,937.85	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 1/31/2013 - 3:25 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
34020	02/01/2013	US BANK	U. S. Bank Corp Payment System	7,108.93	0
			Check Total:	7,108.93	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 1/31/2013 - 3:57 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
34021	02/05/2013	A&L	A&L Supply	626.67	0
34022	02/05/2013	ALDWORTH	Kurt Aldworth	119.54	0
34023	02/05/2013	ALLAROUN	All Around Fence Co	1,925.01	0
34024	02/05/2013	ALLBATTE	All Battery Sales & Service, Inc.	42.92	0
34025	02/05/2013	APWA	American Public Works Assoc	179.00	0
34026	02/05/2013	AT&TMOBI	AT&T Mobility	181.47	0
34027	02/05/2013	BEST	Best Parking Lot Cleaning, Inc	361.35	0
34028	02/05/2013	BOYSANDG	Boys and Girls Clubs of King County	50.00	0
34029	02/05/2013	CDW	CDW Govt Inc	3,217.56	0
34030	02/05/2013	CENTURY	Century Link	190.73	0
34031	02/05/2013	FRANCO2	CMRS-FP	1,000.00	0
34032	02/05/2013	CNR	CNR Inc	191.63	0
34033	02/05/2013	COMCAST2	COMCAST	107.62	0
34034	02/05/2013	COMCAST3	Comcast	991.61	0
34035	02/05/2013	EVANS	David Evans & Associates, Inc	2,931.46	0
34036	02/05/2013	DAY	Day Wireless	4,370.27	0
34037	02/05/2013	L&IELEVA	Dept of Labor & Industries	142.60	0
34038	02/05/2013	ESA	ESA	6,450.56	0
34039	02/05/2013	ESRI	ESRI, Inc.	7,331.03	0
34040	02/05/2013	FIREPROT	Fire Protection, Inc.	737.77	0
34041	02/05/2013	GRAINGER	Grainger	1,371.14	0
34042	02/05/2013	HDFOWL	H. D. Fowler Company	362.34	0
34043	02/05/2013	HOWARD	Lyman Howard	77.48	0
34044	02/05/2013	MINUTE	Mike Immel	602.53	0
34045	02/05/2013	MACDONAL	MacDonald-Miller Facility Solutions	1,119.22	0
34046	02/05/2013	NETRUCK	North End Truck Equip Inc	7,739.79	0
34047	02/05/2013	NWCASC	Northwest Cascade, Inc.	1,315.94	0
34048	02/05/2013	NWWeath	NW Weathernet	310.00	0
34049	02/05/2013	PLANTSCA	Plantscapes, Inc	23,557.66	0
34050	02/05/2013	PLATT	Platt Electric	85.41	0
34051	02/05/2013	PROPET	Pro Pet Distributors, Inc	1,809.95	0
34052	02/05/2013	PROTH	Prothman Company	9,121.69	0
34053	02/05/2013	PSCLEAN	Puget Sound Clean Air Agency	350.00	0
34054	02/05/2013	PSE	Puget Sound Energy	8,076.18	0
34055	02/05/2013	QBS	Quality Business Systems	160.52	0
34056	02/05/2013	SAMCHAMB	Sammamish Chamber of Commerce	50.00	0
34057	02/05/2013	SAMPARTN	Sammamish Partners LLC	500.00	0
34058	02/05/2013	SAM	Sammamish Plateau Water Sewer	1,595.77	0
34059	02/05/2013	SPRAGUE	SPRAGUE	91.98	0
34060	02/05/2013	SUBPROPA	Suburban Propane	1,216.50	0
34061	02/05/2013	SUNBELT	Sunbelt Rentals	172.56	0
34062	02/05/2013	SWIFTTRE	Swift Tree Care	3,066.00	0
34063	02/05/2013	COMPOFF	The Complete Office	311.64	0
34064	02/05/2013	CARTRIDG	Timberlake Development Corp.	388.70	0
34065	02/05/2013	TDS	Tire Distribution Systems, Inc.	174.11	0
34066	02/05/2013	USPOST	U.S. Postal Service	35,000.00	0
34067	02/05/2013	ULINE	ULINE	75.31	0
34068	02/05/2013	WRPA	Wa Recreation & Parks Assoc	837.00	0
34069	02/05/2013	WAECOL	Wa State Dept of Ecology	9,334.60	0
34070	02/05/2013	WALLST	Wall Street Journal	903.60	0

Bill # 1

Check	Date	Vendor No	Vendor Name	Amount	Voucher
34071	02/05/2013	WAWORK	Washington Workwear Stores Inc	1,309.49	0
34072	02/05/2013	WATSON	Watson Asphalt Paving Co	221.74	0
34073	02/05/2013	WESTERNE	Western Entrance Tech LLC	2,070.65	0
34074	02/05/2013	WINREAL	Windward Real Estate Services	42,825.91	0
34075	02/05/2013	BUCHAN	Wm. Buchan, Inc.	733.70	0
34076	02/05/2013	ZEE	Zee Medical Service	202.20	0
			Check Total:	188,290.11	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 1/31/2013 - 4:47 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
34077	02/05/2013	EVANS	David Evans & Associates, Inc	5,914.96	0
34078	02/05/2013	JACKS	Shull Gary	3,405.35	0
34079	02/05/2013	KINGFI	King County Finance A/R	67,106.01	0
34080	02/05/2013	MAILPO	Mail Post	1,284.42	0
34081	02/05/2013	SAM	Sammamish Plateau Water Sewer	5,346.60	0
34082	02/05/2013	KINGWAT	King County Finance Water & Land D	5,069.32	0
34083	02/05/2013	WHPACIFI	WH Pacific, Inc.	2,993.08	0
34084	02/05/2013	WINDWARD	Windward Environmental LLC	51,417.10	0
			Check Total:	142,536.84	

City of Sammamish Washington

MEMORANDUM

TO: Melonie Anderson/City Clerk

FROM: Marlene/Finance Department

DATE: February 14, 2013

RE: Claims for February 19, 2013

$ 164,995.55
663,563.19
233,106.47

Top 5 Expense Items in Packet

Eastside Fire & Rescue	$470,588.10	Fire Services February 2013
RW Scott Construction	$161,670.36	NE Inglewood Hill Rd Project
Issaquah School District	$40,948.00	School Impact Fees - January 2013
City of Bellevue	$32,800.00	Egov Alliance Membership Fee - 2013
Specialized Landcaping	$26,812.61	Eastlake HS Baseball Field Project

TOTAL $1,061,665.21

Checks # 34085 - # 34196

164,995.55 +
663,563.19 +
233,106.47 +
1,061,665.21 *

Bill # 2

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 2/5/2013 - 9:24 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
34085	02/05/2013	ANI	ANI Administrators NW Inc	1,714.84	0
34086	02/05/2013	AWCMED	AWC Employee BenefitsTrust	114,766.17	0
34087	02/05/2013	CHAP13	Chapter 13 Trustee	280.00	0
34088	02/05/2013	ICMA401	ICMA 401	37,340.33	0
34089	02/05/2013	ICMA457	ICMA457	8,271.00	0
34090	02/05/2013	PREPAIDL	LegalShield	135.50	0
34091	02/05/2013	PSE	Puget Sound Energy	2,487.71	0
			Check Total:	164,995.55	

Bill # 2

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 2/13/2013 - 3:29 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
34092	02/19/2013	ACE	Ace Hardware, LLC	243.33	0
34093	02/19/2013	ADVANTAG	Advantage Building Services	9,626.78	0
34094	02/19/2013	ALI	Yasmin Ali	250.00	0
34095	02/19/2013	BACKGROU	Background Source Intl	48.00	0
34096	02/19/2013	BOWTHORP	Cyrus Bowthorpe	496.89	0
34097	02/19/2013	BRICKMAN	Brickman Group Ltd LLC	5,834.35	0
34098	02/19/2013	CADMAN	Cadman, Inc.	296.79	0
34099	02/19/2013	CLYDEWES	Clyde West	278.52	0
34100	02/19/2013	COLUMAUB	Columbia Bank	1,282.90	0
34101	02/19/2013	COMCAST2	COMCAST	107.62	0
34102	02/19/2013	COMPOFF	The Complete Office	903.09	0
34103	02/19/2013	COSTCO	Costco Wholesale	602.27	0
34104	02/19/2013	DAILY	Daily Journal of Commerce	176.40	0
34105	02/19/2013	DEERE	John Deere Landscapes	26.61	0
34106	02/19/2013	EASTEQ	Eastside Equipment & Marine	577.24	0
34107	02/19/2013	EASTFIRE	Eastside Fire & Rescue	470,588.10	0
34108	02/19/2013	EWINGIRR	Ewing Irrigation	2,247.60	0
34109	02/19/2013	FASTENAL	Fastenal Industrial Supplies	160.77	0
34110	02/19/2013	FIREPROT	Fire Protection, Inc.	1,034.78	0
34111	02/19/2013	FRONTIR2	Frontier	337.87	0
34112	02/19/2013	GFOA	Govt Finance Officers Assoc	305.00	0
34113	02/19/2013	GRAINGER	Grainger	147.25	0
34114	02/19/2013	GRANGE	Grange Supply, Inc.	145.58	0
34115	02/19/2013	GREATAME	Great America Financial Services	199.81	0
34116	02/19/2013	GUINASSO	Joe Guinasso	47.62	0
34117	02/19/2013	HOMEDE	Home Depot	239.95	0
34118	02/19/2013	ICON	Icon Roofing Systems	181.50	0
34119	02/19/2013	ISD	Issaquah School District	40,948.00	0
34120	02/19/2013	ISSAQ1	Issaquah Press, Inc.	837.51	0
34121	02/19/2013	ISSCITY	City Of Issaquah	1,585.22	0
34122	02/19/2013	KCRADIO	King Cty Radio Comm Svcs	399.41	0
34123	02/19/2013	KINGFI	King County Finance A/R	971.00	0
34124	02/19/2013	KINGPET	King County Pet Licenses	185.00	0
34125	02/19/2013	LESSCHWA	Les Schwab Tire Center	61.59	0
34126	02/19/2013	LEXIS	Lexis Nexis Risk Data Mgmt	54.75	0
34127	02/19/2013	LWSD	Lake Washington School Dist	24,517.50	0
34128	02/19/2013	MASSEE	Gretchen Massee	851.21	0
34129	02/19/2013	MEETING	The Meeting Institute	4,191.60	0
34130	02/19/2013	MINUTE	Mike Immel	146.50	0
34131	02/19/2013	MOBERLY	Lynn Moberly	7,214.00	0
34132	02/19/2013	NAPA/RED	Woodinville Auto Parts	96.27	0
34133	02/19/2013	NC MACH	NC Machinery Co	319.33	0
34134	02/19/2013	NELSON	Lola Nelson-Mills	82.04	0
34135	02/19/2013	NESAM	NE Sammamish Sewer & Water	119.03	0
34136	02/19/2013	NEXTEL	Nextel Communications	745.65	0
34137	02/19/2013	NWCASC	Northwest Cascade, Inc.	180.50	0
34138	02/19/2013	PACPOWER	Pacific Power Products	941.70	0
34139	02/19/2013	PAETEC	PAETEC Integrated Solutions Group,	2,270.30	0
34140	02/19/2013	PFMA	Public Fleet Managers Assoc	120.00	0
34141	02/19/2013	PHILIPS	Philips Healthcare	1,029.19	0

Bill # 2

Check	Date	Vendor No	Vendor Name	Amount	Voucher
34142	02/19/2013	PHILPOT	Laura Philpot	82.04	0
34143	02/19/2013	PLANTSCA	Plantscapes, Inc	11,742.97	0
34144	02/19/2013	PSE	Puget Sound Energy	15,782.94	0
34145	02/19/2013	PSFOA	Puget Sound Finance Officers	100.00	0
34146	02/19/2013	QBS	Quality Business Systems	18.86	0
34147	02/19/2013	RICHARDS	Jessi Bon	82.49	0
34148	02/19/2013	RJTHOMAS	R J Thomas Mfg Co Inc	26.26	0
34149	02/19/2013	ROTARSAM	Rotary Club of Sammamish	117.00	0
34150	02/19/2013	SAM	Sammamish Plateau Water Sewer	891.18	0
34151	02/19/2013	SEATIM	Seattle Times	1,658.64	0
34152	02/19/2013	SEQUOYAH	Sequoyah Electric, LLC	2,263.35	0
34153	02/19/2013	SNYDER	Snyder Roofing of WA LLC	835.76	0
34154	02/19/2013	SOUNDPUB	Sound Publishing, Inc	363.03	0
34155	02/19/2013	SPECIALL	Specialized Landscaping, Inc	26,812.61	0
34156	02/19/2013	STOECKL	Jane C. Stoecklin	125.00	0
34157	02/19/2013	SUBPROPA	Suburban Propane	1,077.37	0
34158	02/19/2013	SUNBELT	Sunbelt Rentals	175.86	0
34159	02/19/2013	TACTICAL	Tactical Tailor	2,134.33	0
34160	02/19/2013	TAGS	Tags Awards & Specialties	54.89	0
34161	02/19/2013	Thompson	Richard J. Thompson	1,052.55	0
34162	02/19/2013	THYSSENK	Thyssenkrupp Elevator Corp.	262.80	0
34163	02/19/2013	VERIZON	Verizon Wireless	1,925.71	0
34164	02/19/2013	VERMEER	Vermeer NW Sales, Inc	1,587.75	0
34165	02/19/2013	VOYAGER	Voyager	3,470.08	0
34166	02/19/2013	WASTE	Waste Mgmt	230.87	0
34167	02/19/2013	WATSONSE	Watson Security	221.74	0
34168	02/19/2013	WAWORK	Washington Workwear Stores Inc	569.36	0
34169	02/19/2013	WESTERNE	Western Entrance Tech LLC	277.36	0
34170	02/19/2013	WESTNURS	Westcoast Wholesale Nursery, LLC	4,056.07	0
34171	02/19/2013	WESTOWER	WesTower Communications	1,310.40	0
			Check Total:	663,563.19	

Bill # 2

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 2/14/2013 - 10:32 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
34172 -VOID					
34173	02/19/2013	ALPINE	Alpine Products, Inc.	0.01	0
34174	02/19/2013	AWCMED	AWC Employee BenefitsTrust	0.01	0
34175	02/19/2013	BELLCITY	City Of Bellevue	32,800.00	0
34176	02/19/2013	BEST	Best Parking Lot Cleaning, Inc	13,977.14	0
34177	02/19/2013	DEERE	John Deere Landscapes	982.81	0
34178	02/19/2013	EVERSONS	Everson's Econo Vac, Inc.	1,634.82	0
34179	02/19/2013	FOSTER	Foster Pepper PLLC	892.50	0
34180	02/19/2013	Garretso	Lin Garretson	277.15	0
34181	02/19/2013	GUBATA	Allison Gubata	9.78	0
34182	02/19/2013	JOHNSONT	Trevor James Johnson	54.00	0
34183	02/19/2013	KCBLANK	King County Finance	2,124.64	0
34184	02/19/2013	MAILPO	Mail Post	157.02	0
34185	02/19/2013	NAPA	Genunine Parts Company/Issaquah	454.00	0
34186	02/19/2013	PACSOIL	Pacific Topsoils, Inc	633.72	0
34187	02/19/2013	PLANTSCA	Plantscapes, Inc	11,814.69	0
34188	02/19/2013	REDMOND	City Of Redmond	30.75	0
34189	02/19/2013	ROCKMT	Rock Mountain Products LLC	6.93	0
34190	02/19/2013	RWSCOTT	R. W. Scott Construction Co	161,670.36	0
34191	02/19/2013	SAM	Sammamish Plateau Water Sewer	1,655.66	0
34192	02/19/2013	SCHAEFAN	Anne Schaefer	137.45	0
34193	02/19/2013	STAPLES	Staples Advantage	1,733.23	0
34194	02/19/2013	TRAINBUI	Trainbuilder Prod., LLC	625.00	0
34195	02/19/2013	WATSONSE	Watson Security	964.89	0
34196	02/19/2013	WAWORK	Washington Workwear Stores Inc	469.91	0
			Check Total:	233,106.47	

City Council Agenda Bill

Meeting Date: **February 19, 2013** Date Submitted: February 13, 2013

Originating Department: Community Development

Clearances:

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

Subject: Resolution: Final Plat for Shorelane Vistas (formerly known as Sammamish Orchards) Subdivision of 38 lots

Action Required: Motion to adopt resolution approving the subdivision

Exhibits:

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

Budget: N/A Legislative Approval

Summary Statement:

The developer of the Shorelane Vistas subdivision (formerly known as Sammamish Orchards) is seeking to record the subdivision, which will create 38 additional single family lots.

Background:

Description:

The City of Sammamish has reviewed, and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc) improvements under plat construction and clear and grade permit BLD2012-00071. The improvements have been substantially completed and inspected. The final lift of asphalt, and street trees etc. have been bonded for (see below). The preliminary plat was reviewed and granted preliminary plat approval by the City of Sammamish Hearing Examiner on July 1, 2009. Access to the development is from East Lake Sammamish Parkway SE.

The northern part of the site is zoned Residential, 4 units per acre (R-4); the southern part of the site is zoned Residential, 6 units per acre (R-6). The subject site is constrained by environmentally critical areas, including onsite wetlands, streams, landslide hazards, associated buffers, and part of the site is constrained by the Erosion Hazard Near Sensitive Water Body overlay. The environmentally critical areas are located within a separate critical areas tract, which encumbers approximately 87% of the subdivision site. The proposed lots are located outside of the critical areas tract.

Performance Bond:
The applicant has posted a bond for the installation of the remaining site improvements (including streets and other required drainage improvements) in the amount of $527,106.70.

Landscaping Bond:
The applicant has posted a street landscaping, recreation improvement and tree retention performance bond in the amount of $241,465.90.

Critical Areas Bonding:
The applicant has posted an environmental critical areas performance bond for stream mitigation work in the amount of $116,705.66.

Transportation Mitigation Fees:
The applicant has paid 30% percent of the traffic mitigation impact fee in the amount of $160,422.88. The remaining fees will be collected at the time of building permit issuance or deferred to the point of sale if the applicant wishes on a per lot basis.

School Mitigation Fees paid to the City of Sammamish:
The applicant has paid fifty percent of the applicable Issaquah School District impact fees in the amount of $65,415 in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance on a per lot basis.

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

Financial Impact: N/A

Recommended Motions: Adopt the resolution approving final plat for the 38-lot Shorelane Vistas subdivision, and authorize the mayor to sign the mylars.

CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2013-___

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, GRANTING FINAL PLAT APPROVAL TO THE PLAT OF SHORELANE VISTAS

WHEREAS, the City Council has received a recommendation of approval for the final plat of the Shorelane Vistas Subdivision (formerly known as Sammamish Orchards); and

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

WHEREAS, the City Council desires to grant final approval to the 38-lot plat of the Shorelane Vistas;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions.
The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision of July 1, 2009 for the preliminary plat of Shorelane Vistas (formerly known as Sammamish Orchards).

Section 2. Grant of Approval. The City Council hereby grants final approval to the Shorelane Vistas (38-lots) plat.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 19th DAY OF FEBRUARY 2013.

CITY OF SAMMAMISH

_____
Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk: February 13, 2013
Passed by the City Council:
Resolution No.:

Exhibit 2

BEFORE the HEARING EXAMINER
of the
CITY of SAMMAMISH

DECISION

FILE NUMBER:	PLN2007-00015
APPLICANT:	Sammamish Orchards, LLC
TYPE OF CASE:	Consolidated: 1) Preliminary subdivision (*Sammamish Orchards*); and 2) Shoreline Management Substantial Development Permit to enlarge an existing stormwater outfall to Lake Sammamish to handle discharge from the subdivision
STAFF RECOMMENDATION:	Approve subject to conditions
SUMMARY OF DECISION:	GRANT both applications subject to conditions
DATE OF DECISION:	July 1, 2009

INTRODUCTION

Sammamish Orchards, LLC, C/o Elan Hazan (Hazan),16206 252nd Avenue SE, Issaquah, Washington 98027, seeks two land use entitlements from the City: Preliminary approval of *Sammamish Orchards*, a 38 lot single-family residential subdivision of a 21.27 acre site zoned R-6 (the southern 5.38 acres) and R-4 (the northern 15.89 acres); and a Shoreline Management Act (SMA) Substantial Development Permit (SSDP).

Hazan filed the applications on March 23, 2007. (Exhibit 1 [1]) The Sammamish Department of Community Development (the Department) deemed the applications to be complete when filed. (Exhibit 9)

The subject property is located at 3720 East Lake Sammamish Parkway SE.

[1] Exhibit citations are provided for the reader's benefit and indicate: 1) The source of a quote or specific fact; and/or 2) The major document(s) upon which a stated fact is based. While the Examiner considers all relevant documents in the record, typically only major documents are cited. The Examiner's Decision is based upon all documents in the record.

The Sammamish Hearing Examiner (Examiner) viewed the subject property on June 11, 2009.

The Examiner held an open record hearing on June 11, 2009. [2] The Department gave notice of the hearing as required by the Sammamish Municipal Code (SMC). (Exhibit 9)

Exhibits were offered and admitted during the hearing, a list of which is maintained by the Hearing Clerk.

The action taken herein and the requirements, limitations and/or conditions imposed by this decision are, to the best of the Examiner's knowledge or belief, only such as are lawful and within the authority of the Examiner to take pursuant to applicable law and policy.

ISSUES

Do the applications meet the criteria for preliminary subdivision and SSDP approval as established within the SMC? The current proposal presents no significant areas of disagreement or controversy. This Decision will reflect that fact.

FINDINGS OF FACT

1. The 21.27 acre *Sammamish Orchards* site extends upslope from the east edge of East Lake Sammamish Parkway SE (Parkway) for a distance of about 1,300 feet. The site drops some 250 feet in elevation over that distance, most of the drop occurring within the easterly two-thirds, more or less, of the site which is characterized by slopes exceeding 40%. That easterly portion of the site also contains four Category III wetlands and four Type Np streams, all located in undisturbed areas. The western third of the site historically contained an orchard and has been graded in past years for the use. The slope break between the eastern two-thirds and the western third of the site represents the downslope edge of the Erosion Hazard Near Sensitive Water Body (EHNSWB) overlay. (Exhibits 2, 3a, 4b, 17, 20, and 23)

2. At all times material to this Decision, Hazan has proposed to retain the eastern two-thirds of the site, the portion encumbered by the EHNSWB overlay, in its present natural condition. All project grading will be outside of the overlay, the wetlands and streams, and their required buffers. (Exhibits 2, 3b, and 9)

   Hazan's original proposal contemplated a subdivision of 42 lots, all accessing 202nd Place SE. (Exhibit 9) That proposal engendered a significant amount of citizen interest, most from residents who rely on 202nd Place SE and SE 39th Street to access the Parkway. (Exhibit 10a)

[2] The Department notified Hazan on or about October 8, 2008, that it would not be able to meet the 120-day application processing timeline. (Testimony)

In or around early 2008, Hazan changed consultants and submitted a wholly new design which eliminated all access to 202nd Place SE. (Exhibit 9) The current configuration of the new design proposes 38 lots for single-family residential development, all accessing the Parkway at a single new street intersection. (Exhibit 2)

3. The site has split zoning. The proposed 38 lot yield is consistent with code requirements for such sites. (Exhibit 20)

4. Sammamish regulates stormwater runoff under the 1998 version of the King County Surface Water Design Manual (1998 KCSWDM). Level 2 flow control is required; the site qualifies for a Direct Discharge Exemption. Hazan proposes to discharge stormwater directly to Lake Sammamish through the existing *Montere Townhomes* system to the north. Hazan will replace the existing 18" discharge pipes with 24" pipes and will install a new outlet device at the Lake Sammamish ordinary high water line. Hazan has reached an agreement with the property owners through whose lots the discharge pipe passes to perform the proposed work. [3] (Exhibits 2, 6, 20, 22, 24, and 25)

   It is the upgrade of the existing discharge system which requires an SSDP. The subdivision itself lies totally outside of the SMA jurisdictional area. (Exhibit 20)

5. Residents of 202nd Place SE are concerned about disruption of their lake views and of 202nd Place SE. (Exhibit 10b and testimony)

   In the absence of a view easement or restrictive covenant, a landowner has no right to an unobstructed view over adjoining property. [*Collinson v. John L. Scott*, 55 Wn. App. 481, 778 P.2d 534 (1989)] Sammamish development regulations do not protect views. (Testimony) Hazan has apparently discussed the possibility of imposing covenants on the *Sammamish Orchards* lots which could address view protection. (Testimony) View protection covenant provisions would be a private matter between Hazan and the adjacent property owners.

   202nd Place SE will be at least partly dug up to install a required water main. (Exhibits 2 and 10c) The City's standards specify how streets are to be restored after construction. (Testimony)

6. The proposed intersection with the Parkway will meet stopping and intersection sight distance requirements through construction of a "Lock-n-Load" retaining wall south of the intersection. The retaining wall will be located outside of the required building setback area. Anticipated traffic volumes warrant neither a southbound left-turn-in lane nor traffic signals at the intersection. Resultant Level of Service will be "B" in the morning peak hour and "A" in the evening peak hour. (Exhibit 6) The City has issued a traffic Certificate of Concurrency for *Sammamish Orchards*. (Exhibit 16)

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[3] Exhibit 10b indicates that those owners were initiating litigation to oppose that work. Hazan has resolved the conflict with the owners who have now executed an easement/agreement to settle the dispute. (Exhibit 22)

7. Sammamish's State Environmental Policy Act (SEPA) Responsible Official issued a threshold Determination of Nonsignificance (DNS) for *Sammamish Orchards* on April 17, 2009. (Exhibit 5) No appeals were filed in response to issuance of the DNS. (Exhibit 20)

8. The Department submitted a Staff Report containing a detailed analysis of compliance with applicable SMC requirements. (Exhibit 20) The following clarifications/corrections were made to the Staff Report during the hearing:

   A. Pages 1 and 4: The site is composed of four parcels as listed on page 4, not three as listed on page 1. (Testimony)

   B. Page 2, Finding 3: The revised plans were submitted on February 25, 2008, not on March 3, 2008. (Exhibit 21 and testimony)

   C. Page 3, Finding 7: Lots within *Monohan Park* contain approximately ¼ acre each, not 6,000 – 8,000 square feet. (Testimony)

   D. Page 4, Finding 14: The number of lots in each phase is reversed in this Finding. (Exhibit 21 and testimony)

   E. Page 6, Finding 33: The stormwater discharge passes through an existing easement recorded on Lots 7 and 8 of *Waverly Shores*. (Exhibits 21, 22, and 24)

   Subject to the above clarifications/corrections, Exhibit 20's analysis is incorporated herein by reference as if set forth in full.

9. The Department's Staff Report also contains recommended conditions of approval. (Exhibit 20, pp. 12 – 15) Hazan requested changes to five of the recommended conditions: (Exhibit 21)

   A. Recommended Condition 12: The City does not oppose the requested re-wording of this condition. However, the City and Hazan may not agree as to whether the presently proposed trail location complies with code requirements. (Testimony) Section 21A.05.085 SMC *et sequitur* provides a process to resolve code interpretation disputes between City staff and citizens. That process includes the right of appeal to the Examiner. [*Id*. and SMC 20.10.240 *et sequitur*] A potential disagreement between Hazan and the City is not ripe for adjudication.

   B. Recommended Conditions 17, 21, and 22: The City supports addition of the suggested language to all three of these conditions. (Testimony)

C. Recommended Condition 31: The non-substantive clarification to this condition requested by Hazan was not specifically discussed during the hearing, although staff did state that it did not oppose all other corrections contained within Exhibit 21. (Testimony)

10. The Department has also advised Hazan of Specific design requirements which will apply to development of the property. (Exhibit 8)

11. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

LEGAL FRAMEWORK [4]

The Examiner is legally required to decide this case within the framework created by the following principles:

Authority
A preliminary subdivision is a Type 3 land use application. [SMC 20.05.020, Exhibit A] A Type 3 land use application requires an open record hearing before the Examiner. The Examiner makes a final decision on the application which is subject to the right of reconsideration and appeal to Superior Court. [SMC 20.05.020, 20.10.240, 20.10.250, and 20.10.260]

An SSDP is a Type 4 land use application. A Type 4 land use application requires an open record hearing before the Examiner. The Examiner makes a final decision on the application which is subject to the right of reconsideration and appeal to the State Shorelines Hearings Board. [SMC 20.05.020, 20.10.240, 20.10.260, and 25.35.080(1)]

> The Examiner's decision may be to grant or deny the application or appeal, or the examiner may grant the application or appeal with such conditions, modifications, and restrictions as the Examiner finds necessary to make the application or appeal compatible with the environment and carry out applicable state laws and regulations, including Chapter 43.21C RCW and the regulations, policies, objectives, and goals of the interim comprehensive plan or neighborhood plans, the development code, the subdivision code, and other official laws, policies and objectives of the City of Sammamish.

[SMC 20.10.070(2)]

Review Criteria
Section 20.10.200 SMC sets forth requirements applicable to all Examiner Decisions:

> When the examiner renders a decision …, he or she shall make and enter findings of fact and conclusions from the record that support the decision, said findings and conclusions shall set

[4] Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

> forth and demonstrate the manner in which the decision … is consistent with, carries out, and helps implement applicable state laws and regulations and the regulations, policies, objectives, and goals of the interim comprehensive plan, the development code, and other official laws, policies, and objectives of the City of Sammamish, and that the recommendation or decision will not be unreasonably incompatible with or detrimental to affected properties and the general public.

Additional review criteria for preliminary subdivisions are set forth at SMC 20.10.220:

> When the examiner makes a decision regarding an application for a proposed preliminary plat, the decision shall include additional findings as to whether:
>
> (1) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
>
> (2) The public use and interest will be served by the platting of such subdivision and dedication.

Section 25.35.010(1) SMC requires that a proposed Substantial Development be "consistent with the policy of Section 2 of the Shoreline Management Act of 1971, and, after adoption and approval, the guidelines and regulations of the Washington State Department of Ecology and the City of Sammamish shoreline master program."

<u>Vested Rights</u>
Sammamish has enacted a vested rights provision.

> Applications for Type 1, 2, 3 and 4 land use decisions, except those that seek variance from or exception to land use regulations and substantive and procedural SEPA decisions shall be considered under the zoning and other land use control ordinances in effect on the date a complete application is filed meeting all the requirements of this chapter. The department's issuance of a notice of complete application as provided in this chapter, or the failure of the department to provide such a notice as provided in this chapter, shall cause an application to be conclusively deemed to be vested as provided herein.

[SMC 20.05.070(1)] Therefore, this application is vested to the development regulations as they existed on March 23, 2007.

<u>Standard of Review</u>
The standard of review is preponderance of the evidence. The applicant has the burden of proof.

Scope of Consideration
The Examiner has considered: all of the evidence and testimony; applicable adopted laws, ordinances, plans, and policies; and the pleadings, positions, and arguments of the parties of record.

CONCLUSIONS OF LAW

1. Extensive, detailed conclusions regarding conformance with the criteria for approval are unnecessary since *Sammamish Orchards* is essentially an uncontested case.

2. The Department's analysis, previously incorporated herein, demonstrates compliance with all criteria for approval of both the requested preliminary subdivision and SSDP for the stormwater outfall upgrade. Further elaboration is unnecessary.

3. The City lacks authority under current regulations to impose view-protection conditions on this or any development.

4. *Sammamish Orchards* will preserve nearly two-thirds of the site in its natural condition as required by adopted codes. The remainder of the site is designated for development at urban densities under adopted plans and regulations. Such designation necessarily implies loss of natural character in the area to be developed.

5. The recommended conditions of approval as set forth in Exhibit 20 are reasonable, supported by the evidence, and capable of accomplishment with the following exceptions:

   A. The Examiner accepts the changes suggested by Hazan in Exhibit 21 and agreed to by the City staff.

   B. Section 173-27-190 WAC contains certain content and format requirements for any SDP which is issued:

> (1) Each permit for a substantial development, conditional use or variance, issued by local government shall contain a provision that construction pursuant to the permit shall not begin and is not authorized until twenty-one days from the date of filing as defined in RCW 90.58.140(6) and WAC 173-27-130, or until all review proceedings initiated within twenty-one days from the date of such filing have been terminated; except as provided in RCW 90.58.140(5)(a) and (b).
>
> (2) Permits for substantial development, conditional use, or variance may be in any form prescribed and used by local government including a combined permit application form. Such forms will be supplied by local government.

(3) A permit data sheet shall be submitted to the department with each shoreline permit. The permit data sheet form shall be as provided in Appendix A of this regulation.

Subsection (2) allows this Decision to serve as the SDP. Subsection (1) requires that an additional condition be added. The data sheet required by Subsection (3) will be prepared by the Department when it transmits the SDP and supporting exhibits to the state as required by Chapter 90.58 RCW.

C. A few minor, non-substantive structure, grammar, and/or punctuation revisions to Recommended Conditions 1 – 3, 5, 15e, 27, and 31 will improve parallel construction, clarity, and flow within the conditions. Such changes will be made.

Most of those changes consist of replacing the word "Applicant" with the word "Plattor." Once approved, a preliminary subdivision "runs with the land," meaning that the rights (and obligations) associated with the approval remain valid during their term of approval regardless of how many times the property may be sold before development occurs. Therefore, it is entirely possible that the original "Applicant" may not end up as the ultimate developer of the subdivision. The word "Plattor" conveys the notion of the party platting the property and will be substituted for "Applicant."

6. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

DECISION

Based upon the preceding Findings of Fact and Conclusions of Law, and the testimony and evidence submitted at the open record hearing, the Examiner **GRANTS** preliminary subdivision approval for *Sammamish Orchards* and a Shoreline Substantial Development Permit for upgrading an existing stormwater outfall to handle runoff from *Sammamish Orchards,* both **SUBJECT TO THE ATTACHED CONDITIONS**.

Decision issued July 1, 2009. [5]

\s\ John E. Galt (Signed original in official file)
John E. Galt
Hearing Examiner

[5] Issuance of this Decision was unavoidably delayed by hospitalization of the Examiner on June 17, 2009. The Examiner appreciates the patience and understanding of the parties; the Examiner hopes that the delayed issuance has not created any significant problems for any hearing participant.

Exhibit 2

HEARING PARTICIPANTS [6]

Ivana Halvorsen
Tawni Hoang
Patty Arnquist
Evan Maxim
Bob Hinckley
David Segal

NOTICE of RIGHT of RECONSIDERATION

This Decision is final subject to the right of any party of record to file with the Examiner (in care of the City of Sammamish, ATTN: Stacy Herman, 801 228th Avenue SE, Sammamish, WA 98075) a written request for reconsideration within 21 calendar days following the issuance of this Decision in accordance with the procedures of SMC 20.10.260. Any request for reconsideration shall specify the error which forms the basis of the request. See SMC 20.10.260 for additional information and requirements regarding reconsideration.

A request for reconsideration is not a prerequisite to judicial review of this Decision, nor does filing a request for reconsideration stay the time limit for commencing judicial review. [SMC 20.10.260(3)]

NOTICE of RIGHT of APPEAL
SUBSTANTIAL DEVELOPMENT PERMIT

The portion of this Decision regarding the Shoreline Management Act Substantial Development Permit is final and conclusive subject to the right of review before the State Shorelines Hearings Board in accordance with the procedures of Chapter 90.58 RCW, the Shoreline Management Act of 1971. See SMC 20.35.080, Chapter 90.58 RCW, and Washington Administrative Code regulations adopted pursuant thereto for further guidance regarding Hearings Board appeal procedures.

NOTICE of RIGHT of JUDICIAL REVIEW

This portion of this Decision regarding the preliminary subdivision is final and conclusive subject to the right of review in Superior Court in accordance with the procedures of Chapter 36.70C RCW, the Land Use Petition Act. See Chapter 36.70C RCW and SMC 20.10.250 for additional information and requirements regarding judicial review.

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation."

[6] The official Parties of Record register is maintained by the City's Hearing Clerk.

Exhibit 2

CONDITIONS OF APPROVAL
Sammamish Orchards
PLN2007-00015

This Preliminary Subdivision and Shoreline Substantial Development Permit is subject to compliance with all applicable provisions, requirements, and standards of the Sammamish Municipal Code, standards adopted pursuant thereto, the Special Design Requirements as set forth in hearing Exhibit 8, and the following special conditions:

General Conditions:

1. Pursuant to RCW 58.17.170, the Plattor shall comply with all county, state, and federal rules and regulations in effect on March 23, 2007, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended;

2. Pursuant to SMC 19.40.040, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of eighty-four (84) months; provided the Plattor may file for an extension as permitted by code;

3. The plat shall be developed in substantial conformance with the site plan set by Barghausen Consulting Engineers Inc, received March 3, 2009 (Exhibit 2), provided that the lot configuration reflected on Sheet 2 of 14 shall be preliminary plat lot layout, and subject to applicable conditions of approval specified herein;

4. Final engineering for Phase 1 and Phase 2 shall be designed as one construction document with instructions on construction sequencing;

5. Recreational improvements identified on the site plans within Phase 2 shall be installed or bonded for consistent with SMC Title 27A prior to recording of Phase 1, unless alternative recreation space is provided within Phase 1;

6. A variation to the Public Works Standard for the internal plat local roads has been approved by the City Engineer. The pavement width shall be reduced to 28-ft with a corresponding reduction in right of way dedication to 50-ft. All other requirements as shown in PWS Figure 01-05 shall be maintained;

7. An additional variation to the Public Works Standards for the intersection landing on the internal plat road has been approved by the City Engineer. A maximum 8% slope shall be maintained on Road A through its intersection with Road D;

8. The proposed plat access road, Road A, shall be constructed as part of Phase 1. Sight distance clearance and easement shall be obtained for its intersection with East Lake Sammamish Parkway SE;

9. Half street frontage improvements on East Lake Sammamish Parkway SE, to the north of Road A, shall be constructed prior to Phase 1 final plat;

10. Half street frontage improvements on East Lake Sammamish Parkway SE, to the south of Road A, shall be constructed prior to Phase 2 final plat;

11. The proposed trail shall be revised to meet City code requirements as described in SMC 21A.30.210. The critical areas report/analysis shall be expanded to describe how the proposed trail meets requirements in SMC 21A.30.210;

12. Any proposed trail within wetland or stream buffers shall be located in the outer 25% of applicable wetland or stream buffers as required in SMC 21A.30.210 (5); in particular as related to buffer areas adjacent to proposed lots 23, 24, 25, and 26;

13. The critical areas report/analysis and associated mitigation plans shall be revised to discuss how proposed buffer averaging meets code requirements described in SMC 21A.50.290(6) and/or SMC 21A.50.330(4) where applicable;

14. The area of unavoidable buffer impact adjacent to proposed lot 29, between the south property line and the water easement, must be described and mitigated for as an unavoidable buffer impact that is separate from proposed buffer averaging discussions and mitigation, and consistent with SMC 21A.50.340(4) and SMC 21A.50.300(4);

15. The Buffer Enhancement Plan by Altmann Oliver Associates (Exhibit 11), shall be revised to contain the following:
    a. Mitigation plans shall be revised to appropriately account for currently reflected buffer impacts adjacent to proposed lot 29, in between the south property line and the water easement crossing shown in this area.
    b. Mitigation shall include a 100% survival standard in Year 1, with an 80% survival standard in addition to areal cover standards in subsequent monitoring years.
    c. Proposed wetland and buffer seed mixes shall include only native seed species where proposed for use in wetland and buffer areas.
    d. Mitigation shall be expanded to include restoration plans for critical areas or buffers to be temporarily impacted by site development.
    e. A maximum 4-foot high, split rail or similar fence shall be installed along the outer boundary of the established critical areas tract. Critical area signage shall be placed on this fencing at an interval of one per lot or every 50 feet, whichever is less, and must be maintained by the

property owner or homeowners' association in perpetuity. The Plattor shall check with the City before acquiring signage as the City is in the process of developing critical areas signs for this use.

f. Buffer enhancement plan sheets must be revised to be consistent with City of Sammamish requirements rather than City of Kirkland code requirements as previously erroneously referenced on mitigation plans.

g. Mitigation shall be revised to include plan details for any proposed habitat features and/or interpretive signage.

16. Construction pursuant to this Shoreline Management Act permit shall not begin and is not authorized until twenty-one days from the date of filing as defined in RCW 90.58.140(6) and WAC 173-27-130, or until all review proceedings initiated within twenty-one days from the date of such filing have been terminated; except as provided in RCW 90.58.140(5)(a) and (b).

Conditions to appear on the face of the final plat:

17. Unless approved by the City Engineer during the review of the site development permit, the Plattor shall add the following note to the face of the final plat: *"No lots shall have direct driveway access to East Lake Sammamish Parkway SE";*

18. "No lots shall have direct driveway access to Road A due to the steepness of grade";

19. "The HOA shall be responsible for ownership and maintenance of the drainage Tract E";

20. "Lot 6 and Lot 7 shall access the local road by a joint-use driveway consistent with PWS.15.170";

21. "Tract B shall serve as a private road tract for access to Lots 28, 29, 30, and 31";

22. Unless approved by the City Engineer during the review of the site development permit, the Plattor shall add the following note to the face of the final plat: *"Tract C shall serve as a private road tract for access to Lots 22, 23, 24, and 25";*

23. Unless approved by the City Engineer during the review of the site development permit, the Plattor shall add the following note to the face of the final plat: *"Access to Lot 22 and 23 shall access Tract C by a joint-use driveway consistent with PWS.15.170";*

24. "Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented";

25. "All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved Construction Drawing on file with the City of Sammamish. This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved

prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish."

26. If final engineering plans approve the installation of infiltration or dispersion trenches, the following note shall be required: "*For all lots which contain or are adjacent to infiltration or dispersion trenches, these lots shall be graded such that top of trench is below bottom of foundation";*

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

28. The Plattor shall comply with RCW 58.17.280, providing the appropriate *"addressing note"* with address ranges being on the final plat;

29. *"Maintenance and upkeep of the recreation space, open space, and sensitive areas tracts shall be the responsibility of the Homeowners Association";*

30. *"Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development";*

31. *"Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240";*

32. The Plattor shall include a note on the final plat map regarding the payment of traffic impact fees in accordance to City of Sammamish Ordinance No 2006-208. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval;

33. *"The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. At the time of building permit, the applicant shall pay one half of the required school impact fee, together with an administrative fee";*

34. *"The proposed subdivision is subject to parks impact fees, consistent with SMC 14A.20, which shall be paid at the time of building permit issuance together with an administrative fee";*

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

Exhibit 2

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

Exhibit 3

SAMMAMISH ORCHARDS
COMPLIANCE MATRIX

GENERAL CONDITIONS		
	Condition of Approval	**Applicant Response**
1	Pursuant to RCW 58.17.170, the Plattor shall comply with all county, state, and federal rules and regulations in effect on March 23, 2007, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended;	Noted, all county, state and fereral rules and regulations are being followed.
2	Pursuant to SMC 19.40.040, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of eighty-four (84) months; provided the Plattor may file for an extension as permitted by code;	Noted, we are proposing to record the plat in February 2013 within 84 months of the preliminary approval date of July 1, 1999.
3	The plat shall be developed in substantial conformance with the site plan set by Barghausen Consulting Engineers Inc, received March 3, 2009 (Exhibit 2), provided that the lot configuration reflected on Sheet 2 of 14 shall be preliminary plat lot layout, and subject to applicable conditions of approval specified herein;	The approved civil plans are within substantial conformance with the site plan set by Barghausen Consulting Engineers, except a few lot lines have been shifted, the street alignments and lot count has remained the same.
4	Final engineering for Phase 1 and Phase 2 shall be designed as one construction document with instructions on construction sequencing;	Completed, the entire plat is currently being constructed as one phase.
5	Recreational improvements identified on the site plans within Phase 2 shall be installed or bonded for consistent with SMC Title 27A prior to recording of Phase 1, unless alternative recreation space is provided within Phase 1;	Noted, the park improvements will be bonded for with construction beginning in March.
6	A variation to the Public Works Standard for the internal plat local roads has been approved by the City Engineer. The pavement width shall be reduced to 28-ft with a corresponding reduction in right of way dedication to 50-ft. All other requirements as shown in PWS Figure 01-05 shall be maintained;	Noted, the approved civil plans reflect this street section.
7	An additional variation to the Public Works Standards for the intersection landing on the internal plat road has been approved by the City Engineer. A maximum 8% slope shall be maintained on Road A through its intersection with Road D;	The approved civil plans show a maximum 8% on Road A (now SE 37th Pl.) through it intersection with Road D (now 201st Court SE).

Exhibit 3

8	The proposed plat access road, Road A, shall be constructed as part of Phase 1. Sight distance clearance and easement shall be obtained for its intersection with East Lake Sammamish Parkway SE;	Noted - R/W is being dedicated so that all plat improvements are outside of the sight distance triangle.
9	Half street frontage improvements on East Lake Sammamish Parkway SE, to the north of Road A, shall be constructed prior to Phase 1 final plat;	Noted, all of the plat improvements and associated frontage improvements are currently being constructed as one phase.
10	Half street frontage improvements on East Lake Sammamish Parkway SE, to the south of Road A, shall be constructed prior to Phase 2 final plat;	Noted, all of the plat improvements and associated frontage improvements are currently being constructed as one phase.
11	The proposed trail shall be revised to meet City code requirements as described in SMC 21A.30.210. The critical areas report/analysis shall be expanded to describe how the proposed trail meets requirements in SMC 21A.30.210;	Complete - Trail improvements were approved under permit number RIBLD2012-00071.
12	Any proposed trail within wetland or stream buffers shall be located in the outer 25% of applicable wetland or stream buffers as required in SMC 21A.30.210 (5); in particular as related to buffer areas adjacent to proposed lots 23, 24, 25, and 26;	Complete - See approved plans.
13	The critical areas report/analysis and associated mitigation plans shall be revised to discuss how proposed buffer averaging meets code requirements described in SMC 21A.50.290(6) and/or SMC 21A.50.330(4) where applicable;	Complete - The critical areas report / analysis and associated mitigation plans have been approved under permit number RBLD2012-00071.
14	The area of unavoidable buffer impact adjacent to proposed lot 29, between the south property line and the water easement, must be described and mitigated for as an unavoidable buffer impact that is separate from proposed buffer averaging discussions and mitigation, and consistent with SMC 21A.50.340(4) and SMC 21A.50.300(4);	Complete - buffer impact mitigation plan has been has been approved under permit number RBLD2012-00071.
15	The Buffer Enhancement Plan by Altmann Oliver Associates (Exhibit 11), shall be revised to contain the following:	Complete - See approved Mitigation plans.
	a. Mitigation plans shall be revised to appropriately account for currently reflected buffer impacts adjacent to proposed lot 29, in between the south property line and the water easement crossing shown in this area.	Complete - See approved Mitigation plans.
	b. Mitigation shall include a 100% survival standard in Year 1, with an 80% survival standard in addition to areal cover standards in subsequent monitoring years.	Complete - See approved Mitigation plans.
	c. Proposed wetland and buffer seed mixes shall include only native seed species where proposed for use in wetland and buffer areas.	Complete - See approved Mitigation plans.
	d. Mitigation shall be expanded to include restoration plans for critical areas or buffers to be temporarily impacted by site development.	Complete - See approved Mitigation plans.

	e. A maximum 4-foot high, split rail or similar fence shall be installed along the outer boundary of the established critical areas tract. Critical area signage shall be placed on this fencing at an interval of one per lot or every 50 feet, whichever is less, and must be maintained by the property owner or homeowners' association in perpetuity. The Plattor shall check with the City before acquiring signage as the City is in the process of developing critical areas signs for this use.	Complete - See approved Mitigation plans.
	f. Buffer enhancement plan sheets must be revised to be consistent with City of Sammamish requirements rather than City of Kirkland code requirements as previously erroneously referenced on mitigation plans.	Complete - See approved Mitigation plans.
	g. Mitigation shall be revised to include plan details for any proposed habitat features and/or interpretive signage.	Complete - See approved Mitigation plans.
16	Construction pursuant to this Shoreline Management Act permit shall not begin and is not authorized until twenty-one days from the date of filing as defined in RCW 90.58.140(6) and WAC 173-27-130, or until all review proceedings initiated within twenty-one days from the date of such filing have been terminated; except as provided in RCW 90.58.140(5)(a) and (b).	Per approved civil plans work is not required within the shorelines.

CONDITIONS ON THE FACE OF THE FINAL PLAT

	Condition of Approval	Applicant Response
17	Unless approved by the City Engineer during the review of the site development permit, the Plattor shall add the following note to the face of the final plat: "No lots shall have direct driveway access to East Lake Sammamish Parkway SE";	Complete - See General Note #22 on Page 2 of the final plat document.
18	"No lots shall have direct driveway access to Road A due to the steepness of grade";	This condition was ammended by City of Sammamish staff and the note has been updated see general Note #23 on Page 2 of the final plat document.
19	"The HOA shall be responsible for ownership and maintenance of the drainage Tract E";	Complete - See General Note #24 on Page 2 of the final plat document.
20	"Lot 6 and Lot 7 shall access the local road by a joint-use driveway consistent with PWS.15.170";	Not applicable, the site plan has since been reconfigured so that Lots 6 and 7 driveways have direct access to the street.
21	"Tract B shall serve as a private road tract for access to Lots 28, 29, 30, and 31";	Complete - See General Note #25 on Page 2 of the final plat document.
22	Unless approved by the City Engineer during the review of the site development permit, the Plattor shall add the following note to the face of the final plat: "Tract C shall serve as a private road tract for access to Lots 22, 23, 24, and 25";	Not applicable, the plans have been approved by the City to only serve Lots 23 and 24 with an access easement. Per current City code up to two lots can be served by an access easement.

Exhibit 3

23	Unless approved by the City Engineer during the review of the site development permit, the Plattor shall add the following note to the face of the final plat: “Access to Lot 22 and 23 shall access Tract C by a joint-use driveway consistent with PWS.15.170”;	This condition was ammended by City of Sammamish staff and the note has been updated see general Note #23 on Page 2 of the final plat document.
24	“Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented”;	Complete - See General Note #1 on Page 2 of the final plat document.
25	“All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved Construction Drawing on file with the City of Sammamish. This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish.”	Complete - See General Note #2 on Page 2 of the final plat document.
26	If final engineering plans approve the installation of infiltration or dispersion trenches, the following note shall be required: “For all lots which contain or are adjacent to infiltration or dispersion trenches, these lots shall be graded such that top of trench is below bottom of foundation”;	Not Applicable, infiltration or dispersal trenches are not currently proposed.
27	“No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws”;	Complete - See General Note #3 on Page 2 of the final plat document.
28	The Plattor shall comply with RCW 58.17.280, providing the appropriate “addressing note" with address ranges being on the final plat;	Complete - See General Note #4 on Page 2 of the final plat document.
29	“Maintenance and upkeep of the recreation space, open space, and sensitive areas tracts shall be the responsibility of the Homeowners Association”;	Complete - See General Note #12 on Page 2 of the final plat document.
30	“Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development”;	Since the issuance of the Hearing Examiner's Decision the City has entered into a operation and maintenance agreement with Into Light. See General Note #27 of the final plat document regarding maintenance responsibilities of street lights.

Exhibit 3

31	"Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240";	Complete - See General Note #6 on Page 2 of the final plat document. Save trees within Tracts A & D with driplines extending into the developed areas have been shown on sheet 3 of the final plat and identified by size and species. There are no save trees outside of Tracts A & D.
32	The Plattor shall include a note on the final plat map regarding the payment of traffic impact fees in accordance to City of Sammamish Ordinance No 2006-208. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval;	Per City comments 30% of the Traffic impact fees are to be paid prior to final plat approval. This has been noted under note 5 on sheet 2 of the final plat.
33	"The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. At the time of building permit, the applicant shall pay one half of the required school impact fee, together with an administrative fee";	Per City comments 50% of the schoolimpact fees are to be paid prior to final plat approval. This has been noted under note 6 on sheet 2 of the final plat.
34	"The proposed subdivision is subject to parks impact fees, consistent with SMC 14A.20, which shall be paid at the time of building permit issuance together with an administrative fee";	Complete - See General Note #7 on Page 2 of the final plat document.
35	"Per City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit";	Complete - See General Note #8 on Page 2 of the final plat document.
36	"Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, landscaping strips along East Lake Sammamish Parkway, and/or planted medians shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians";	Complete - See General Note #9 on Page 2 of the final plat document.

Exhibit 4

VOL/PG

SHORELANE VISTAS

SE 1/4, SW 1/4, (GOV. LOT 2), SEC. 8, TWP. 24N., RGE. 6E., W.M.
CITY OF SAMMAMISH, WASHINGTON

DEDICATION

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

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

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

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

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS.

TOLL WA LP, A WASHINGTON LIMITED PARTNERSHIP
BY: TOLL WA GP CORP, A WASHINGTON CORPORATION
ITS: GENERAL PARTNER

_____
BY: KEVIN DUERMIT
ITS: GROUP PRESIDENT

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT KEVIN DUERMIT IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE GROUP PRESIDENT OF TOLL WA GP CORP., A WASHINGTON CORPORATION, THE GENERAL PARTNER OF TOLL WA LP, A WASHINGTON LIMITED PARTNERSHIP TO BE THE FREE AND VOLUNTARY ACT OF SUCH ENTITY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED _____

_____
(SIGNATURE OF NOTARY)

_____
(LEGIBLY PRINT OR STAMP NAME OF NOTARY)
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT _____
MY APPOINTMENT EXPIRES _____

LEGAL DESCRIPTION

PARCEL A
BEGINNING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE NORTH 87°52'52" WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 566.53 FEET; THENCE NORTH 40°41'30" WEST 278.87 FEET TO THE COUNTY ENGINEER'S STATION P.T. 186+81.03 ON THE CENTERLINE OF THE ISSAQUAH-REDMOND COUNTY ROAD (A.K.A. EAST LAKE SAMMAMISH PARKWAY, S.E.); THENCE NORTH 51°12'20" WEST ALONG THE CENTERLINE OF SAID COUNTY ROAD, 208.37 FEET; THENCE NORTH 51°05'30" EAST 30.59 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 51°05'30" EAST 303.81 FEET; THENCE NORTH 15°57'30" WEST 212.33 FEET; THENCE SOUTH 87°52'52" EAST 365.00 FEET THENCE SOUTH 1°38'55" WEST 100.00 FEET; THENCE SOUTH 87°52'52" EAST 363.07 FEET TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 2; THENCE NORTH 1°38'55" EAST TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 2; THENCE WESTERLY ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 2 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 1°35'24" WEST 311.96 FEET; THENCE NORTH 68°01'44" WEST TO THE NORTHEASTERLY MARGIN OF THE ISSAQUAH-REDMOND ROAD; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY MARGIN TO THE TRUE POINT OF BEGINNING;

EXCEPT THEREFROM THE FOLLOWING:

BEGINNING AT THE AFORESAID TRUE POINT OF BEGINNING; THENCE NORTH 51°05'30" EAST 303.81 FEET; THENCE NORTH 15°57'30 WEST 462.33 FEET; THENCE SOUTH 70°13'30" WEST TO THE NORTHEASTERLY MARGIN OF THE ISSAQUAH-REDMOND ROAD; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY MARGIN TO THE TRUE POINT OF BEGINNING.

PARCEL B
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 87°52'52" WEST, ALONG THE SOUTH LINE THEREOF, 566.53 FEET; THENCE NORTH 40°41'30" WEST 278.87 FEET TO THE COUNTY ENGINEER'S STATION P.T. 186+81.03 ON THE CENTERLINE OF THE ISSAQUAH-REDMOND COUNTY ROAD (A.K.A. EAST LAKE SAMMAMISH PARKWAY S.E.); THENCE NORTH 50°12'30" WEST ALONG THE CENTERLINE OF SAID COUNTY ROAD, 208.37 FEET; THENCE NORTH 51°05'30" EAST 334.40 FEET; THENCE NORTH 15°57'30" WEST 372.33 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 15°57'30" WEST 90.20 FEET; THENCE SOUTH 70°13'30" WEST TO THE NORTHWESTERLY MARGIN OF SAID ISSAQUAH-REDMOND COUNTY ROAD (EAST LAKE SAMMAMISH PARKWAY S.E.): THENCE SOUTHEASTERLY ALONG SAID ROAD MARGIN TO A POINT THAT BEARS SOUTH 70°13'30" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 70°13'30" EAST 522 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL C
LOT 1 OF KING COUNTY SHORT PLAT NO. 281030, AS RECORDED UNDER RECORDING N0. 8107070548, RECORDS OF KING COUNTY AUDITOR.

PARCEL D
LOT 2 OF KING COUNTY SHORT PLAT NO. 281030, AS RECORDED UNDER RECORDING NO. 8107070548, RECORDS OF KING COUNTY AUDITOR.

SITUATE IN THE CITY OF SAMMAMISH, COUNTY OF KING, STATE OF WASHINGTON.

RESTRICTIONS OF RECORD

1. SUBJECT TO A NOTICE OF TAP OR CONNECTION CHARGES AS RECORDED UNDER RECORDING NUMBERS: 9011150805, 9307301617, 9811051363, 9901150609, 20040414002865, 20041201000040, 20060126001770, 20110106000751, 20110106000800, 20110106000801, 20110106000802.
2. SUBJECT TO AN AGREEMENT AND THE TERMS AND CONDITIONS THEREOF FOR MAINTENANCE AND REPAIR OF A WATER LINE AS RECORDED UNDER RECORDING NUMBERS 4282690 AND 4425036.
3. SUBJECT TO THE RIGHT TO MAKE SLOPES AS RECORDED UNDER RECORDING NUMBER 4781267.
4. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES IF ANY, DISCLOSED BY THE SHORT PLAT RECORDED UNDER RECORDING NO. 8107070548.
5. SUBJECT TO AN AGREEMENT AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 20080403000314.
6. SUBJECT TO AN EASEMENT AND THE TERMS THEREOF FOR OFFSITE STORM DRAINAGE AS RECORDED UNDER 20090424000237.

CITY OF SAMMAMISH APPROVALS

EXAMINED AND APPROVED PER SMC 19A.16 THIS _____ DAY OF _____ 20 _____.

_____
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF SAMMAMISH

_____
CITY ENGINEER, CITY OF SAMMAMISH

_____
MAYOR, CITY OF SAMMAMISH

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20___.

_____ _____
KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBERS: 082406-9076
082406-9066
082406-9058
082406-9192

KING COUNTY FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS, OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL. THIS _____ DAY OF _____, 20___.

_____ _____
MANAGER, KING COUNTY FINANCE DIVISION DEPUTY

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF SHORELANE VISTAS, IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 8, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON; THAT THE MONUMENTS WILL BE SET AND THE LOT AND BLOCK CORNERS WILL BE STAKED CORRECTLY ON THE GROUND AS CONSTRUCTION IS COMPLETED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.

_____
CHRISTOPHER SHANE BARNES, P.L.S.
CERTIFICATE NO. 35145
MEAD GILMAN & ASSOCIATES
P.O. BOX 289 WOODINVILLE, WA 98072
PHONE: (425) 486-1252

RECORDING CERTIFICATE

RECORDING NO. _____

FILED FOR RECORD AT THE REQUEST OF THE CITY OF SAMMAMISH COUNCIL THIS _____ DAY OF _____, 20____. AT _____ MINUTES PAST _____M. AND RECORDED IN VOLUME_____ OF PLATS, PAGE(S) _____, RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

_____ _____
MANAGER SUPERINTENDENT OF RECORDS

CURB PLUG TABLE	
LOT LINE	DISTANCE
1/2	10.88
2/3	10.84
3/4	10.84
4/5	19.51
5/6	10.76
6/7	10.70
7/8	10.71
8/9	10.69
9/10	10.75
10/11	10.42
11/12	11.05
12/13	11.84
13/14	10.75
14/15	10.07
15/TR E	10.85
16/17	10.73
17/18	10.71
18/19	10.70
TR E/TR A	11.19

CURB PLUG TABLE	
LOT LINE	DISTANCE
19/20	10.75
20/21	10.81
21/16	10.86
22/TR A	10.72
22/TR C	11.92
25/TR C	1.87
25/26	1.82
26/27	1.67
27/TR B	1.66
32/TR B	1.86
30/31	5.30
31/32	5.30
32/33	1.51
33/34	1.77
34/35	10.72
35/36	10.75
36/37	10.66
37/38	10.76

CITY OF SAMMAMISH FILE N0. PLN2007-00015

JOB NO. 12080
SHEET 1 OF 5

M G & A
Mead Gilman & Assoc.
Professional Land Surveyors
P.O. BOX 289, WOODINVILLE, WA 98072
PHONE: (425) 486-1252 FAX: (425) 486-6108

VOL/PG

Exhibit 4

VOL/PG

SHORELANE VISTAS

SE 1/4, SW 1/4, (GOV. LOT 2), SEC. 8, TWP. 24N., RGE. 6E., W.M.
CITY OF SAMMAMISH, WASHINGTON

GENERAL NOTES

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

2. ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAINAGE OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWING ON FILE WITH THE CITY OF SAMMAMISH. THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION OF ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS MUST BE CONSTRUCTED AND APPROVED PRIOR TO THE FINAL BUILDING INSPECTION APPROVAL. FOR THOSE LOTS THAT ARE DESIGNATED FOR INDIVIDUAL LOT INFILTRATION SYSTEMS, THE SYSTEM SHALL BE DESIGNED AND CONSTRUCTED AS PART OF THE BUILDING PERMIT PROCESS AND SHALL COMPLY WITH THE APPROVED CONSTRUCTION DRAWINGS ON FILE WITH THE CITY OF SAMMAMISH.

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

4. THE HOUSE ADDRESS SYSTEM FOR THIS PLAT SHALL BE AS FOLLOWS: **20100–20200 SE 37TH PLACE**, **20100–20200 SE 37TH COURT**, **3700–3899 201ST COURT SE**, AND **3700–3799 201ST PLACE SE**. INDIVIDUAL ADDRESS SHALL BE ASSIGNED TO THE PRINCIPAL ENTRANCE OF EACH RESIDENCE OR BUILDING AT THE TIME OF BUILDING PERMIT ISSUANCE.

5. THIRTY PERCENT OF TRAFFIC IMPACT FEES WERE PAID AT THE TIME OF FINAL PLAT. TRAFFIC IMPACT FEES SHALL BE PAID IN ACCORDANCE WITH CITY OF SAMMAMISH ORDINANCE NO. 2006–208.

6. TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF SMC 21A.35.230. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240. ALL RETAINED TREES EXIST WITHIN THE BOUNDARIES OF TRACTS A AND D. THOSE TREES WITH DRIPLINES EXTENDING BEYOND THE BOUNDARIES OF TRACTS A OR D, ARE SHOWN HEREON.

7. ALL LOTS ARE SUBJECT TO PARKS IMPACT FEES, CONSISTENT WITH SMC 14A.20, WHICH SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, TOGETHER WITH AN ADMINISTRATIVE FEE.

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

9. IF THE MAINTENANCE RESPONSIBILITIES FOR THE PLANTER ISLANDS AND LANDSCAPE STRIPS ARE NOT ADDRESSED IN THE HOMEOWNERS ASSOCIATION COVENANTS AND RESTRICTIONS, THEN THE ABUTTING PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS, PLANTER ISLANDS, OR PLANTED MEDIANS.

10. THE PROPOSED SUBDIVISION IS SUBJECT TO SCHOOL IMPACT FEES FOR ISSAQUAH SCHOOL DISTRICT, CONSISTENT WITH SMC 21A.105. FIFTY PERCENT OF THE SCHOOL IMPACT FEE WAS PAID AT THE TIME OF FINAL PLAT APPROVAL. AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL PAY ONE HALF OF THE REQUIRED SCHOOL IMPACT FEE, TOGETHER WITH AN ADMINISTRATIVE FEE.

11. THIS PLAT IS SUBJECT TO THE SHORELANE VISTAS HOMEOWNERS ASSOCIATION COVENANTS, CONDITIONS, AND RESTRICTIONS AS RECORDED UNDER RECORDING NUMBER _____.

12. TRACTS A, C, AND D ARE FOR OPEN SPACE, AND ARE HEREBY DEDICATED AND CONVEYED ALONG WITH ALL MAINTENANCE RESPONSIBILITIES TO THE SHORELANE VISTAS HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. FURTHERMORE THE SHORELANE VISTAS HOMEOWNERS ASSOCIATION SHALL OWN AND MAINTAIN THE STORM DRAINAGE FACILITIES WITHIN TRACT A.

13. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO FRONTIER COMMUNICATIONS, COMCAST, CENTURY LINK/QWEST, PUGET SOUND ENERGY, THE CITY OF SAMMAMISH, SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, AND THE OWNERS OF LOTS WITHIN THIS PLAT, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS, IN WHICH TO LAY, INSTALL, CONSTRUCT, RENEW, OPERATE, AND MAINTAIN UNDERGROUND CONDUITS, PIPES, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, CABLE T.V., WATER, SEWER, STORM DRAINAGE, AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY.

14. THE 10' PRIVATE STORM DRAINAGE EASEMENT OVER LOTS 22, 23 AND TRACT C IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF LOTS 22, 23, AND 24. THE OWNERS OF LOTS 22, 23, AND 24 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THEIR FACILITIES AND SHALL SHARE EQUALLY IN MAINTAINING THE STORM DRAINAGE FACILITIES USED IN COMMON.

15. THE 10' PRIVATE STORM DRAINAGE EASEMENT OVER LOTS 26 THROUGH 29 IS FOR CONVEYING STORM WATER FROM TRACT A TO THE STORM SYSTEM AND IS HEREBY GRANTED AND CONVEYED TO THE SHORELANE VISTAS HOMEOWNERS ASSOCIATION. FACILITIES WITHIN EASEMENT SHALL BE MAINTAINED BY THE SHORELANE VISTAS HOMEOWNERS ASSOCIATION.

16. THE 10' PRIVATE STORM DRAINAGE EASEMENT OVER LOT 30 IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF LOT 29. THE OWNERS OF LOTS 29 AND 30 SHALL SHARE EQUALLY IN MAINTAINING THE STORM DRAINAGE FACILITIES USED IN COMMON.

17. THE 10' PRIVATE STORM DRAINAGE EASEMENT OVER LOTS 16 AND 17 IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF LOTS 17 AND 18. THE OWNERS OF LOTS 16, 17, AND 18 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THEIR FACILITIES AND SHARE EQUALLY IN MAINTAINING THE STORM DRAINAGE FACILITIES USED IN COMMON.

18. THE 10' PRIVATE STORM DRAINAGE EASEMENT OVER LOTS 11 THROUGH 15 IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF LOTS 11 THROUGH 15. THE OWNERS OF LOTS 11 THROUGH 15 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THEIR FACILITIES AND SHALL SHARE EQUALLY IN MAINTAINING THE STORM DRAINAGE FACILITIES USED IN COMMON.

19. A PUBLIC WALL MAINTENANCE EASEMENT OVER LOTS 1–4 AND 30–38 IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH FOR ACCESS TO AND MAINTENANCE OF THE WALLS BUILT WITHIN THE PUBLIC RIGHT OF WAY ON THE WESTERLY SIDE OF SAID LOTS.

20. THE CITY OF SAMMAMISH INSPECTION EASEMENT OVER TRACT A AS SHOWN ON SHEET 3, HEREIN IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH FOR ACCESS TO THE STORM DRAINAGE STRUCTURE WITHIN SAID EASEMENT.

21. THE 10' PRIVATE SANITARY SEWER EASEMENT OVER TRACT C AS SHOWN HEREON IS FOR THE BENEFIT OF LOTS 23 AND 24. THE OWNERS OF LOTS 23 AND 24 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THEIR FACILITIES AND SHALL SHARE EQUALLY IN MAINTAINING THE PRIVATE SEWER FACILITIES USED IN COMMON. SEE PRIVATE SANITARY SEWER EASEMENT PROVISIONS ON THIS SHEET.

22. NO LOTS WITHIN THIS PLAT OF SHORELANE VISTAS SHALL HAVE DIRECT DRIVEWAY ACCESS TO EAST LAKE SAMMAMISH PARKWAY.

23. LOT 22 SHALL BE ACCESSED DIRECTLY OFF SE 37TH PLACE. LOTS 23 AND 24 ARE ALLOWED DIRECT ACCESS TO SE 37TH PLACE VIA A JOINT USED DRIVEWAY. NO OTHER LOTS SHALL HAVE DIRECT DRIVEWAY ACCESS TO SE 37TH PLACE.

24. TRACT E IS FOR DRAINAGE, AND IS HEREBY DEDICATED AND CONVEYED ALONG WITH ALL MAINTENANCE RESPONSIBILITIES TO THE SHORELANE VISTAS HOME OWNERS ASSOCIATION. FURTHERMORE AN EASEMENT FOR INSPECTION PURPOSES IS HEREBY GRANTED OVER TRACT E TO THE CITY OF SAMMAMISH.

25. TRACT B IS FOR ACCESS AND UTILITIES AND IS HEREBY DEDICATED AND CONVEYED TO THE SHORELANE VISTAS HOME OWNERS ASSOCIATION. THE OWNERS OF LOTS 28–31 SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT AND THE FACILITIES WITHIN, EXCEPT FOR THE PUBLIC SANITARY SEWER AND WATER LINE.

26. THE 20' ACCESS AND UTILITY EASEMENT SHOWN HEREON OVER LOTS 22 AND 23 HEREBY GRANTED AND CONVEYED TO THE OWNERS OF LOTS 23 AND 24. LOTS 23 AND 24 SHALL BE EQUALLY RESPONSIBLE FOR MAINTENANCE OF THE FACILITIES WITHIN SAID EASEMENT IF ANY.

27. OWNERSHIP AND MAINTENANCE OF ILLUMINATION ALONG ALL LOCAL AND PRIVATE ROADS SHALL BE THE RESPONSIBILITY OF INTOLIGHT, A PUGET SOUND ENERGY COMPANY. THE SHORELANE VISTAS HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR PAYMENT TO INTOLIGHT. UNDER NO CIRCUMSTANCES SHALL THE CITY OF SAMMAMISH BE RESPONSIBLE FOR OWNERSHIP, MAINTENANCE, OR PAYMENT TO MAINTAIN STREET LIGHTS WITHIN THE INTERNAL PLAT ROADS.

28. TRACTS F AND G ARE FOR LANDSCAPING AND ENTRY MONUMENTS, AND ARE HEREBY DEDICATED AND CONVEYED ALONG WITH ALL MAINTENANCE RESPONSIBILITIES TO THE SHORELANE VISTAS HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT.

29. LOTS 14 AND 15 SHALL SHARE MAINTENANCE RESPONSIBILITIES IN EQUAL PARTS FOR THE ROOF AND FOOTING DRAINAGE SYSTEM WITHIN THE 15' PRIVATE DRAINAGE EASEMENT ALONG THEIR FRONTAGE, WITH THE EXCEPTION THAT LOT 15 SHALL NOT BE RESPONSIBLE FOR ANY PORTION THEREOF ABOVE ITS CONNECTION POINT TO SAID SYSTEM. SEE PRIVATE DRAINAGE EASEMENT PROVISIONS ON THIS SHEET.

30. THE SHORELANE VISTAS HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE WALL DRAINAGE FACILITIES WITHIN THE 15' PRIVATE DRAINAGE EASEMENT OVER LOTS 11–15, TRACTS A AND C, AND THE 5' PRIVATE DRAINAGE EASEMENT OVER LOT 1 AS SHOWN HEREON. SEE PRIVATE DRAINAGE EASEMENT PROVISIONS ON THIS SHEET.

31. THE CITY OF SAMMAMISH INSPECTION EASEMENT OVER TRACT C AS SHOWN ON SHEET 5, HEREIN IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH FOR ACCESS TO THE INFILTRATION TRENCH AT THE BACK OF THE SIDEWALK WITHIN SAID TRACT. THE SHORELANE VISTAS HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF SAID INFILTRATION TRENCH.

PUBLIC DRAINAGE EASEMENT PROVISIONS

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

WATER AND SEWER EASEMENT PROVISIONS

AN EASEMENT IS HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO THE SAMMAMISH PLATEAU WATER & SEWER DISTRICT OVER, UNDER, THROUGH AND UPON THE EASEMENTS SHOWN ON THIS PLAT DESCRIBED AS "PUBLIC SANITARY SEWER EASEMENT" OR "PUBLIC WATER EASEMENT" AND AS DESCRIBED BELOW

1. TRACT B,
2. THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS,
3. THAT PORTION OF TRACT A LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:
   COMMENCING AT THE SOUTHWEST CORNER OF TRACT A, SAID CORNER BEING THE SOUTH EAST CORNER OF LOT 29; THENCE NORTH 51°05'30" EAST ALONG THE SOUTHERLY LINE OF SAID TRACT A, 57.86 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 64°47'36" WEST 61.72 FEET; THENCE NORTH 19°28'57" WEST 46.46 FEET; THENCE NORTH 17°12'09" WEST 53.14 FEET; THENCE NORTH 14°19'48" WEST 55.21 FEET; THENCE NORTH 18°57'18" WEST 56.44 FEET; THENCE NORTH 38°54'30" WEST 90.41 FEET; THENCE NORTH 50°04'49" WEST 65.46 FEET; TO THE SOUTHERLY MARGIN OF SE 37TH PLACE, AND THE END OF THIS DESCRIBED LINE; EXCEPT THAT PORTION THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE;

   COMMENCING AT THE SOUTHWEST CORNER OF TRACT A; THENCE NORTH 51°05'30" EAST ALONG THE SOUTHERLY LINE OF SAID TRACT A 41.18 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 64°47'36" WEST 60.71 FEET TO THE WESTERLY LINE OF TRACT A AND THE END OF THIS DESCRIBED LINE.

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

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

AN ACCESS EASEMENT IS HEREBY DEDICATED AND CONVEYED TO THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT OVER, THROUGH AND UPON THE 20 FOOT ACCESS AND UTILITY EASEMENT SHOWN ON THIS PLAT OVER LOTS 22 AND 23 IN WHICH TO MAINTAIN, INSPECT, REPAIR, USE AND OPERATE WATER SYSTEMS AND APPURTENANCES INSTALLED IN THE ADJOINING PUBLIC WATER EASEMENT, TOGETHER WITH THE RIGHT TO ENTER UPON THE ACCESS EASEMENT AT ALL TIMES WITH ALL NECESSARY MAINTENANCE EQUIPMENT FOR THE PURPOSES STATED. THE GRANTOR COVENANTS THAT NO STRUCTURES SHALL BE CONSTRUCTED OR ERECTED OVER, UPON OR WITHIN THIS EASEMENT INCLUDING FENCES, FOR WHICH THE EASEMENT IN FAVOR OF THE GRANTEE HAS BEEN APPROVED.

PRIVATE SANITARY SEWER EASEMENT PROVISIONS

AN EASEMENT IS HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO THE OWNERS OF LOTS 23 AND 24 OF THIS PLAT OVER, UNDER, THROUGH AND UPON THAT PORTION OF TRACT C DESCRIBED AS FOLLOWS:

A 10.00 FOOT WIDE STRIP LYING 5.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED 2 CENTERLINES;

CENTERLINE 1
COMMENCING AT THE CORNER OF LOTS 24 AND 23, SAID CORNER LYING ON THE EASTERLY LINE OF TRACT C: THENCE NORTH 38°54'30" WEST 17.26 FEET ALONG SAID EASTERLY LINE TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 53°15'24" WEST 81.49 FEET; TO THE EASTERLY MARGIN OF 201ST COURT SE., AND THE END OF THIS DESCRIBED LINE.

CENTERLINE 2
COMMENCING AT THE CORNER OF LOTS 24 AND 23, SAID CORNER LYING ON THE EASTERLY LINE OF TRACT C: THENCE SOUTH 38°54'30" EAST 10.44 FEET ALONG SAID EASTERLY LINE TO THE TRUE POINT OF BEGINNING; THENCE NORTH 83°54'30" WEST 40.71 FEET TO CENTERLINE 1 AND THE END OF THIS DESCRIBED LINE.

THE SIDELINES OF SAID EASEMENT EXTENDED OR SHORTENED TO FORM A CLOSED FIGURE WITHIN SAID TRACT C.

IN WHICH TO INSTALL, LAY, CONSTRUCT, MAINTAIN, INSPECT, REPLACE, REPAIR, REMOVE, RENEW, USE AND OPERATE THE SEWER LINE WITHIN TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENT AT ALL TIMES WITH ALL NECESSARY MAINTENANCE AND CONSTRUCTION EQUIPMENT FOR THE PURPOSES STATED. NO STRUCTURES SHALL BE CONSTRUCTED WITHIN THIS EASEMENT. THE GRANTOR COVENANTS THAT NO STRUCTURES WITHIN THIS EASEMENT, INCLUDING FENCES OR ROCKERIES, SHALL BE ERECTED OVER, UPON OR WITHIN, AND NO TREES, BUSHES OR OTHER SHRUBBERY SHALL BE PLANTED IN THE AREA OF GROUND FOR WHICH THE EASEMENT IN FAVOR OF LOTS 23 AND 24 HAS BEEN APPROVED.

PRIVATE DRAINAGE EASEMENT PROVISIONS

PRIVATE DRAINAGE EASEMENTS ARE HEREBY GRANTED AND CONVEYED TO THE OWNERS OF ALL LOTS AND TRACTS WITHIN THIS PLAT AS FOLLOWS:

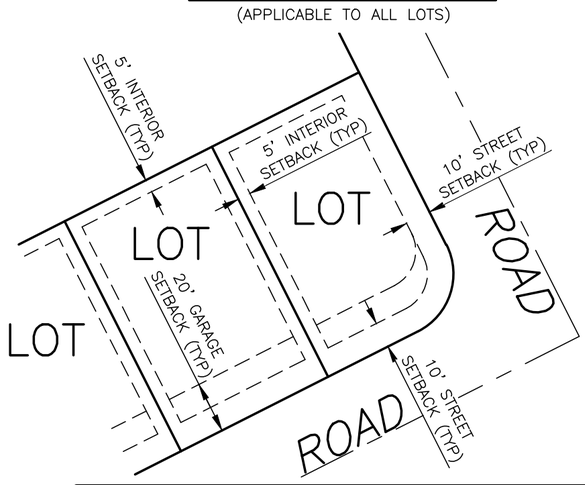
1. 15' IN WIDTH OVER LOTS 11–15, 22, AND TRACTS A AND C ABUTTING THE RIGHTS OF WAY OF SE 37TH ST., 201ST PL. SE, AND SE 37TH PL.
2. 5' IN WIDTH OVER LOT 1 ABUTTING THE RIGHT OF WAY OF SE 37TH PL.
3. 10' IN WIDTH ABUTTING THE RIGHTS OF WAY OVER ALL OTHER LOTS AND TRACTS.
4. 2.5' IN WIDTH, PARALLEL AND ADJACENT TO ALL INTERIOR LOT LINES.
5. 5' IN WIDTH , PARALLEL AND ADJACENT TO ALL REAR LOT LINES.

IN THE EVENT LOT LINES ARE ADJUSTED AFTER THE RECORDING OF THIS PLAT, THE EASEMENTS SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE DRAINAGE AND UTILITY EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF ALL LOTS AND TRACTS DERIVING BENEFIT FROM SAID EASEMENTS, INCLUDING THE OWNER OF THE LOT ON WHICH SAID EASEMENT(S) ARE LOCATED. NO STRUCTURES OTHER THAN FENCES AND RETAINING WALLS SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS.

SETBACKS–PROJECTS AND STRUCTURES ALLOWED (PER SMC 21A.25.190)

THE CITY HAS APPROVED AN ADMINISTRATIVE ADJUSTMENT OF INTERIOR SETBACKS FOR SHORELANE VISTAS. LOTS CONTAINED WITHIN THE SHORELANE VISTAS SUBDIVISION SHALL BE VESTED TO AND SUBJECT TO THE INTERIOR SETBACK REQUIREMENTS OF SMC 21A.25 IN EFFECT ON THE DATE OF RECORDING FOR SEVEN YEARS FROM THE DATE OF RECORDING, CONSISTENT WITH THE PROVISIONS OF RCW 58.17.170.

BUILDING SETBACK DETAIL
(APPLICABLE TO ALL LOTS)



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VOL/PG

CITY OF SAMMAMISH FILE NO. PLN2007–00015

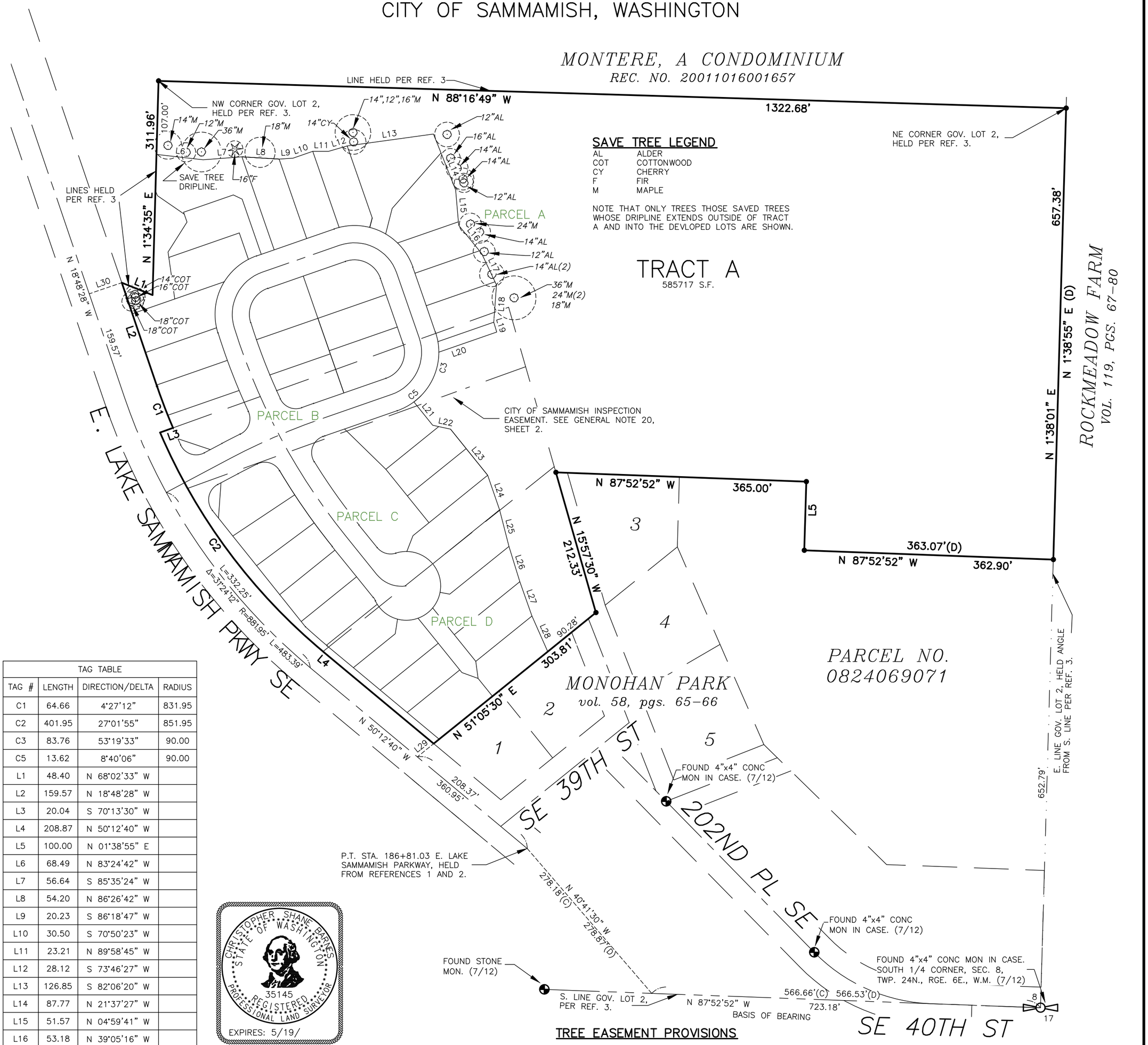
JOB NO. 12080
SHEET 2 OF 5

Exhibit 4

VOL/PG

SHORELANE VISTAS

SE 1/4, SW 1/4, (GOV. LOT 2), SEC. 8, TWP. 24N., RGE. 6E., W.M.
CITY OF SAMMAMISH, WASHINGTON



TAG TABLE			
TAG #	LENGTH	DIRECTION/DELTA	RADIUS
C1	64.66	4°27'12"	831.95
C2	401.95	27°01'55"	851.95
C3	83.76	53°19'33"	90.00
C5	13.62	8°40'06"	90.00
L1	48.40	N 68°02'33" W	
L2	159.57	N 18°48'28" W	
L3	20.04	S 70°13'30" W	
L4	208.87	N 50°12'40" W	
L5	100.00	N 01°38'55" E	
L6	68.49	N 83°24'42" W	
L7	56.64	S 85°35'24" W	
L8	54.20	N 86°26'42" W	
L9	20.23	S 86°18'47" W	
L10	30.50	S 70°50'23" W	
L11	23.21	N 89°58'45" W	
L12	28.12	S 73°46'27" W	
L13	126.85	S 82°06'20" W	
L14	87.77	N 21°37'27" W	
L15	51.57	N 04°59'41" W	
L16	53.18	N 39°05'16" W	
L17	50.29	N 25°19'18" W	
L18	54.50	N 04°16'46" E	
L19	15.01	N 16°56'02" W	
L20	89.42	N 70°50'23" E	
L21	43.71	N 38°45'33" W	
L22	26.59	N 77°43'07" W	
L23	86.31	S 38°54'30" E	
L24	53.19	N 18°57'18" W	
L25	54.98	N 14°19'48" W	
L26	53.82	N 17°12'09" W	
L27	53.02	N 19°28'57" W	
L28	56.55	N 23°51'45" W	
L29	30.59	N 51°05'30" E	
L30	50.00	N 71°11'32" E	
L31	48.82	N 89°37'27" E	
L32	40.19	S 89°37'27" W	
L33	10.00	N 00°22'33" W	

100 0 100 200 300

Scale 1" = 100'

MERIDIAN
MONOHAN PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 58 OF PLATS, AT PAGES 65 & 66.

EQUIPMENT AND PROCEDURES
A 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-090.

GENERAL NOTES
REFERENCE NO. 3 WAS HELD FOR SECTION BREAKDOWN, THEN ROTATED TO THE MERIDIAN ACCORDING TO REF. NO. 1.

REFERENCES
1. MONOHAN PARK, VOL. 58, PGS. 65 & 66.
2. RECORD OF SURVEY, BOOK 103 OF SURVEYS, PG. 4.
3. MONTERE, A CONDOMINIUM, REC. NO. 20011016001657.
4. KCSP NO. 281030, REC. NO. 8107070548.

LEGEND
- ● SET 1/2" X 24" REBAR WITH 1-3/4" PLASTIC CAP STAMPED "MEAD GILMAN & ASSOCIATES 32434/35145" (EXCEPT AS OTHERWISE NOTED).
- ⊕ SET 4" X 4" CONCRETE MONUMENT WITH 1-1/2" DIAMETER BRASS DISC STAMPED "35145" WITH 'X' IN A CASE. (EXCEPT AS OTHERWISE NOTED).

TREE EASEMENT PROVISIONS
A TREE RETENTION EASEMENT IS HEREBY GRANTED TO THE CITY OF SAMMAMISH FOR THE LONG-TERM PRESERVATION AND PROTECTION OF THE TREES LOCATED WITHIN TRACTS A AND D ALL TREES SUBJECT TO THE TREE RETENTION EASEMENT HAVE BEEN TAGGED WITH A NUMBERED METAL TAG AND SHALL NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED WITHOUT APPROVAL IN WRITING FROM THE CITY OF SAMMAMISH, UNLESS OTHERWISE PROVIDED BY LAW.

SENSITIVE AREA PROVISIONS
RESTRICTIONS FOR SENSITIVE AREA TRACTS AND SENSITIVE AREAS AND BUFFERS: DEDICATION OF A SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER CONVEYS TO THE PUBLIC A BENEFICIAL INTEREST IN THE LAND WITHIN THE TRACT/SENSITIVE AREA AND BUFFER. THIS INTEREST INCLUDES THE PRESERVATION OF NATIVE VEGETATION FOR ALL PURPOSES THAT BENEFIT THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING CONTROL OF SURFACE WATER AND EROSION, MAINTENANCE OF SLOPE STABILITY, AND PROTECTION OF PLANT AND ANIMAL HABITAT. THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER IMPOSES UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPIERS OF THE LAND SUBJECT TO THE TRACT/SENSITIVE AREA AND BUFFER, THE OBLIGATION, ENFORCEABLE ON BEHALF OF THE PUBLIC BY THE CITY OF SAMMAMISH, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE TRACT/SENSITIVE AREA AND BUFFER. THE VEGETATION WITHIN THE TRACT/SENSITIVE AREA AND BUFFER MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED WITHOUT APPROVAL IN WRITING FROM THE CITY, UNLESS OTHERWISE PROVIDED BY LAW. THE COMMON BOUNDARY BETWEEN THE TRACT/SENSITIVE AREA AND BUFFER AND THE AREA OF DEVELOPMENT ACTIVITY MUST BE MARKED OR OTHERWISE FLAGGED TO THE SATISFACTION OF THE CITY PRIOR TO ANY CLEARING, GRADING, BUILDING CONSTRUCTION OR OTHER DEVELOPMENT ACTIVITY ON A LOT SUBJECT TO THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER. THE REQUIRED MARKING OR FLAGGING SHALL REMAIN IN PLACE UNTIL ALL DEVELOPMENT PROPOSAL ACTIVITIES IN THE VICINITY OF THE SENSITIVE AREA ARE COMPLETED.

CITY OF SAMMAMISH FILE NO. PLN2007-00015

JOB NO. 12080
SHEET 3 OF 5

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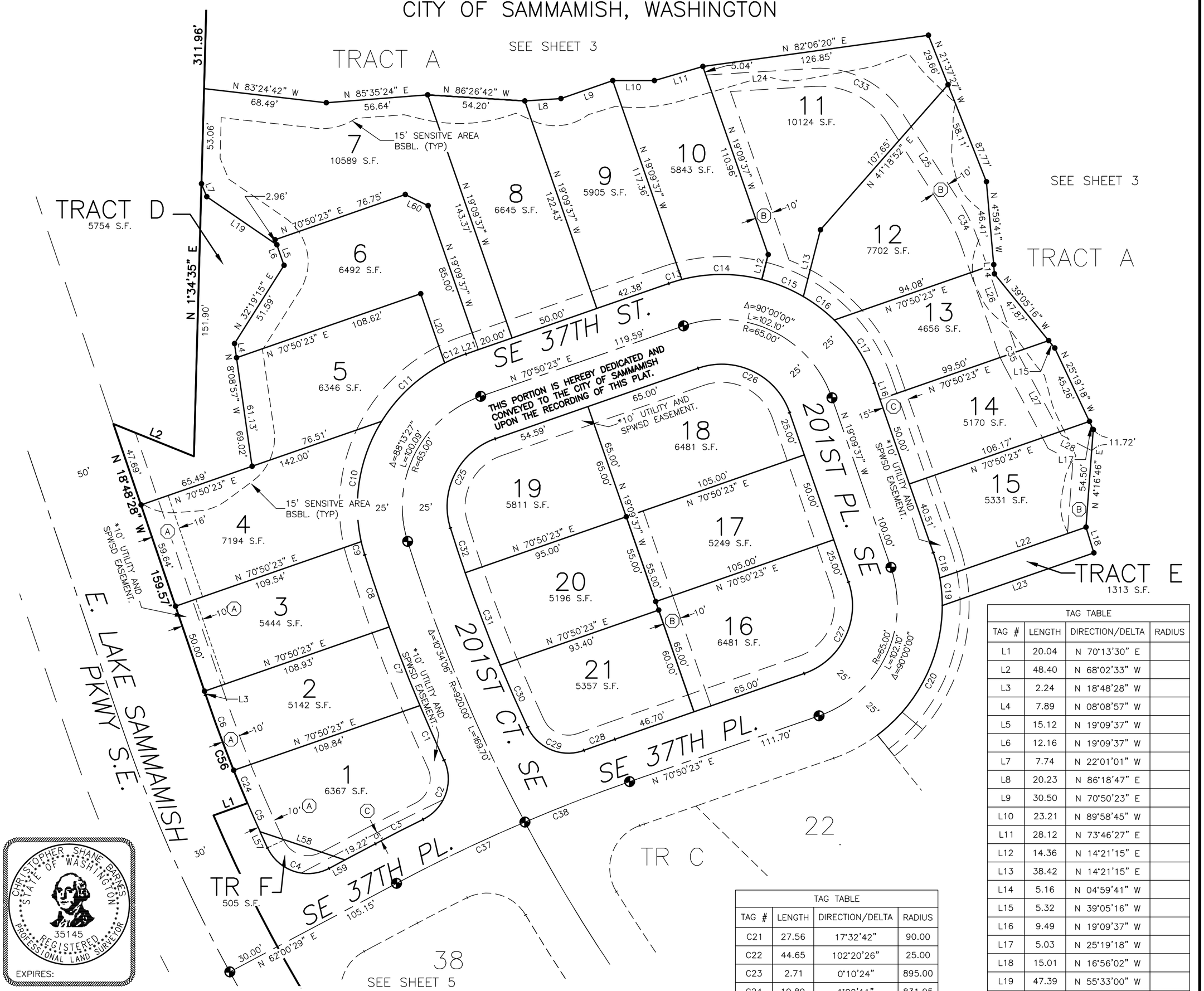
VOL/PG

Exhibit 4

VOL/PG

SHORELANE VISTAS

SE 1/4, SW 1/4, (GOV. LOT 2), SEC. 8, TWP. 24N., RGE. 6E., W.M.
CITY OF SAMMAMISH, WASHINGTON



40 0 40 80 120

Scale 1" = 40'

MERIDIAN
MONOHAN PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 58 OF PLATS AT PAGES 65 AND 66.

EQUIPMENT & PROCEDURES
A 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-090.

LEGEND

- ● SET 1/2" X 24" REBAR WITH 1-3/4" PLASTIC CAP STAMPED "MEAD GILMAN & ASSOCIATES 32434/35145" (EXCEPT AS OTHERWISE NOTED).
- ⊕ SET 4" X 4" CONCRETE MONUMENT WITH 1-1/2" DIAMETER BRASS DISC STAMPED "35145" WITH 'X' IN A CASE.
- (A) PUBLIC WALL MAINTENANCE EASEMENT. SEE GENERAL NOTE 19, SHEET 2.
- (B) PRIVATE DRAINAGE EASEMENT. SEE GENERAL NOTES 17, 18 AND PRIVATE DRAINAGE EASEMENT PROVISIONS, SHEET 2.
- (C) PRIVATE DRAINAGE EASEMENT. SEE GENERAL NOTE 29, AND PRIVATE DRAINAGE EASEMENT PROVISIONS SHEET 2.
- * 10' UTILITY AND SAMMAMISH PLATEAU WATER AND SEWER DISTRICT (SPWSD) EASEMENT, SEE GENERAL NOTE 13, AND WATER AND SEWER EASEMENT PROVISIONS, SHEET 2.

NOTE
ALL FRONT PROPERTY CORNERS HAVE BEEN REFERENCED BY A LEAD PLUG AND TACK, WITH AN LS WASHER STAMPED 35145 SET AT THE EXTENSION OF THE PROPERTY LINE TO THE TOP OF CURB. SEE TABLE ON SHEET 1 FOR OFFSET DISTANCES FROM PLUG TO FRONT CORNER.

TAG TABLE

TAG #	LENGTH	DIRECTION/DELTA	RADIUS
C1	33.28	2°01'04"	945.00
C2	38.68	88°38'45"	25.00
C3	29.87	1°48'40"	945.00
C4	40.52	92°51'27"	25.00
C5	17.28	1°52'25"	528.44
C6	44.77	3°05'00"	831.95
C7	47.04	2°51'08"	945.00
C8	42.43	2°34'21"	945.00
C9	7.60	4°50'14"	90.00
C10	69.81	44°26'40"	90.00
C11	48.34	30°46'30"	90.00
C12	12.83	8°10'02"	90.00
C13	7.63	4°51'36"	90.00
C14	45.01	28°39'17"	90.00
C15	25.08	15°58'02"	90.00
C16	21.63	13°46'11"	90.00
C17	42.02	26°44'55"	90.00
C18	14.56	9°16'01"	90.00
C19	15.49	9°51'44"	90.00
C20	83.76	53°19'33"	90.00

TAG TABLE

TAG #	LENGTH	DIRECTION/DELTA	RADIUS
C21	27.56	17°32'42"	90.00
C22	44.65	102°20'26"	25.00
C23	2.71	0°10'24"	895.00
C24	19.89	1°22'11"	831.95
C25	61.59	88°13'27"	40.00
C26	62.83	90°00'00"	40.00
C27	62.83	90°00'00"	40.00
C28	18.29	1°06'31"	945.00
C29	37.20	85°15'29"	25.00
C30	37.86	2°25'25"	895.00
C31	55.03	3°31'23"	895.00
C32	26.24	1°40'48"	895.00
C33	58.26	60°41'30"	55.00
C34	25.07	13°40'41"	105.00
C35	6.94	8°49'55"	45.00
C37	79.27	4°56'13"	920.00
C38	62.54	3°53'41"	920.00
C56	64.66	4°27'12"	831.95
L1	20.04	N 70°13'30" E	
L2	48.40	N 68°02'33" W	

TAG TABLE

TAG #	LENGTH	DIRECTION/DELTA	RADIUS
L1	20.04	N 70°13'30" E	
L2	48.40	N 68°02'33" W	
L3	2.24	N 18°48'28" W	
L4	7.89	N 08°08'57" W	
L5	15.12	N 19°09'37" W	
L6	12.16	N 19°09'37" W	
L7	7.74	N 22°01'01" W	
L8	20.23	N 86°18'47" E	
L9	30.50	N 70°50'23" E	
L10	23.21	N 89°58'45" W	
L11	28.12	N 73°46'27" E	
L12	14.36	N 14°21'15" E	
L13	38.42	N 14°21'15" E	
L14	5.16	N 04°59'41" W	
L15	5.32	N 39°05'16" W	
L16	9.49	N 19°09'37" W	
L17	5.03	N 25°19'18" W	
L18	15.01	N 16°56'02" W	
L19	47.39	N 55°33'00" W	
L20	40.91	N 19°09'37" W	
L21	7.21	N 70°50'23" E	
L22	86.20	N 70°50'23" E	
L23	89.42	N 70°50'23" E	
L24	60.19	N 86°28'11" E	
L25	57.50	N 32°50'18" W	
L26	61.86	N 19°09'37" W	
L27	49.44	N 27°59'32" W	
L28	18.95	N 63°01'21" W	
L57	9.92	N 24°47'34" W	
L58	49.90	N 71°33'48" W	
L59	9.98	N 62°00'29" E	
L60	14.14	N 64°09'37" W	

CITY OF SAMMAMISH FILE NO. PLN2007-00015

JOB NO. 12080
SHEET 4 OF 5

M G & A
Mead Gilman & Assoc.
Professional Land Surveyors
P.O. BOX 289, WOODINVILLE, WA 98072
PHONE: (425) 486-1252 FAX: (425) 486-6108

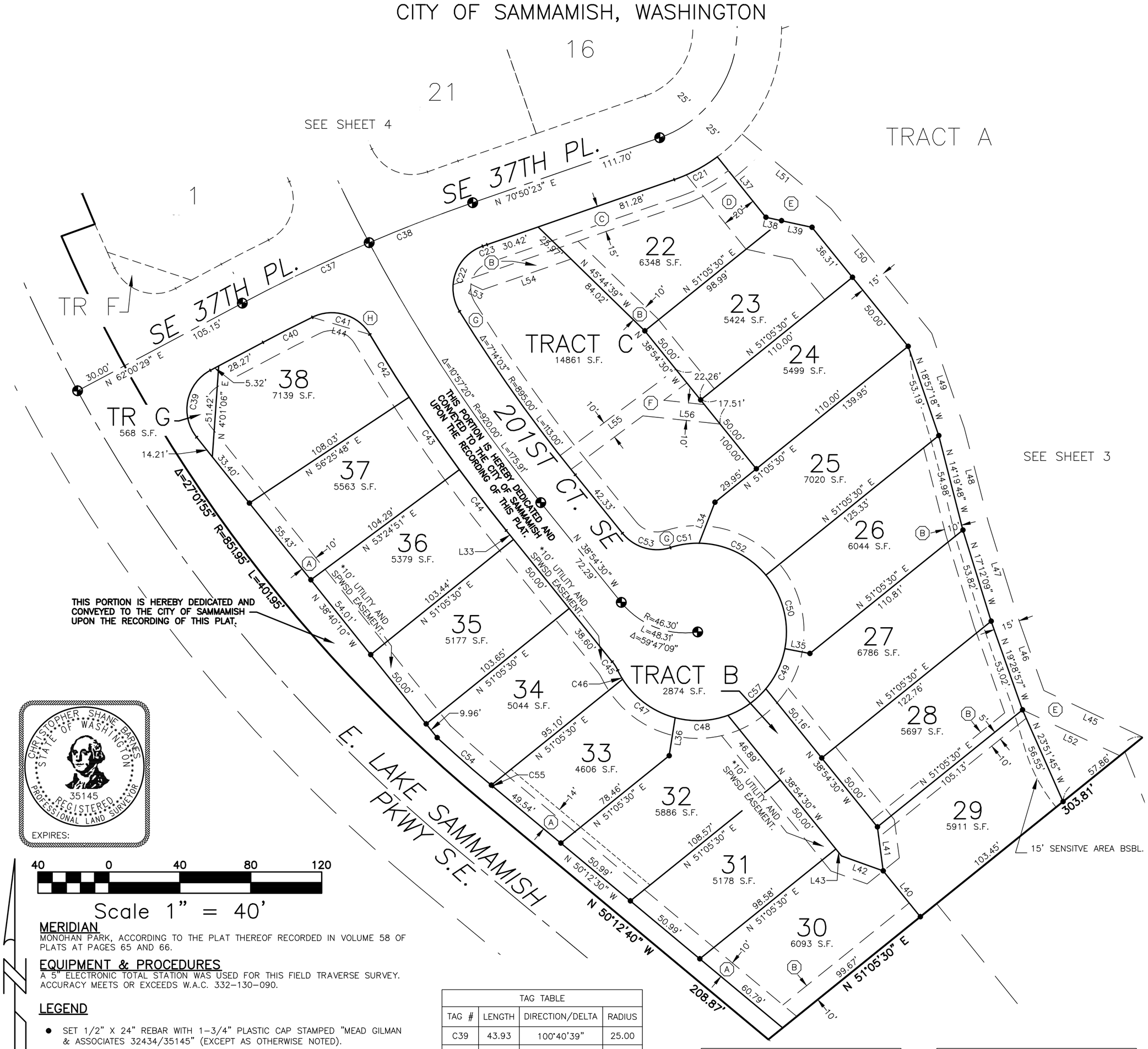
VOL/PG

Exhibit 4

VOL/PG

SHORELANE VISTAS

SE 1/4, SW 1/4, (GOV. LOT 2), SEC. 8, TWP. 24N., RGE. 6E., W.M.
CITY OF SAMMAMISH, WASHINGTON



MERIDIAN
MONOHAN PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 58 OF PLATS AT PAGES 65 AND 66.

EQUIPMENT & PROCEDURES
A 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-090.

LEGEND

- ● SET 1/2" X 24" REBAR WITH 1-3/4" PLASTIC CAP STAMPED "MEAD GILMAN & ASSOCIATES 32434/35145" (EXCEPT AS OTHERWISE NOTED).
- ◐ SET 4" X 4" CONCRETE MONUMENT WITH 1-1/2" DIAMETER BRASS DISC STAMPED "35145" WITH 'X' IN A CASE.
- (A) PUBLIC WALL MAINTENANCE EASEMENT. SEE GENERAL NOTE 19, SHEET 2.
- (B) PRIVATE DRAINAGE EASEMENT. SEE GENERAL NOTES 14, 15, 16, AND PRIVATE DRAINAGE EASEMENT PROVISIONS, SHEET 2.
- (C) PRIVATE DRAINAGE EASEMENT. SEE GENERAL NOTE 29, AND PRIVATE DRAINAGE EASEMENT PROVISIONS SHEET 2.
- (D) 20' PRIVATE ACCESS AND UTILITY EASEMENT. SEE GENERAL NOTE 26, AND WATER AND SEWER EASEMENT PROVISIONS, SHEET 2.
- (E) PUBLIC WATER EASEMENT. SEE WATER AND SEWER EASEMENT PROVISIONS, SHEET 2.
- (F) 10' PRIVATE SANITARY SEWER EASEMENT. SEE GENERAL NOTE 21, SHEET 2.
- (G) 10' INSPECTION EASEMENT TO THE CITY OF SAMMAMISH OVER THE FRONTAGE OF TRACT C. SEE GENERAL NOTE 31, SHEET 2.
- (H) PUBLIC DRAINAGE EASEMENT. SEE PUBLIC DRAINAGE EASEMENT PROVISIONS SHEET 2.
- * 10' UTILITY AND SAMMAMISH PLATEAU WATER AND SEWER DISTRICT (SPWSD) EASEMENT, SEE GENERAL NOTE 13, AND WATER AND SEWER EASEMENT PROVISIONS, SHEET 2.

NOTE
ALL FRONT PROPERTY CORNERS HAVE BEEN REFERENCED BY A LEAD PLUG AND TACK, WITH AN LS WASHER STAMPED 35145 SET AT THE EXTENSION OF THE PROPERTY LINE TO THE TOP OF CURB. SEE TABLE ON SHEET 1 FOR OFFSET DISTANCES FROM PLUG TO FRONT CORNER.

TAG TABLE

TAG #	LENGTH	DIRECTION/DELTA	RADIUS
C39	43.93	100°40'39"	25.00
C40	31.17	1°59'43"	895.00
C41	37.20	85°15'29"	25.00
C42	41.70	2°31'41"	945.00
C43	49.74	3°00'57"	945.00
C44	43.30	2°37'32"	945.00
C45	5.79	13°15'41"	25.00
C46	5.75	6°35'32"	50.00
C47	37.58	43°03'45"	50.00
C48	30.28	34°41'39"	50.00
C49	25.27	28°57'18"	50.00
C50	44.22	50°40'25"	50.00
C51	16.37	18°45'24"	50.00
C52	42.95	49°13'07"	50.00
C53	30.06	68°53'59"	25.00
C54	40.64	2°45'57"	841.94
C55	1.44	0°05'54"	841.94
C57	26.36	30°12'30"	50.00
L9	30.50	N 70°50'23" E	
L33	6.50	N 38°54'30" W	

TAG TABLE

TAG #	LENGTH	DIRECTION/DELTA	RADIUS
L35	14.45	N 79°09'34" W	
L36	21.65	N 08°57'33" E	
L37	43.71	N 38°45'33" W	
L38	9.01	N 77°43'07" W	
L39	17.57	N 77°43'07" W	
L40	33.26	N 38°54'30" W	
L41	25.00	N 07°34'34" W	
L42	25.00	N 70°14'26" W	
L43	5.00	N 38°54'30" W	
L44	33.86	N 73°22'04" W	
L45	61.72	N 64°47'36" W	

TAG TABLE

TAG #	LENGTH	DIRECTION/DELTA	RADIUS
L46	46.46	N 19°28'57" W	
L47	53.14	N 17°12'09" W	
L48	55.21	N 14°19'48" W	
L49	56.44	N 18°57'18" W	
L50	90.41	N 38°54'30" W	
L51	65.46	N 50°04'49" W	
L52	60.71	N 64°47'36" W	
L53	7.33	N 64°47'50" W	
L54	52.75	N 70°50'23" E	
L55	81.43	N 53°15'24" E	
L56	43.74	N 83°54'30" W	

CITY OF SAMMAMISH FILE NO. PLN2007-00015

JOB NO. 12080
SHEET 5 OF 5

M G & A
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VOL/PG

Exhibit 5

Shorelane Vistas Subdivision – Vicinity Map

City Council Agenda Bill

Meeting Date: **February 19, 2013** Date Submitted: January 18, 2013

Originating Department: Parks and Recreation

Clearances:

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

Subject: Eastlake High School Baseball Field Renovation, C2012-136: Final project acceptance

Action Required: Accept construction of the Eastlake High School Baseball Field Renovation project by Specialized Landscaping, Inc. as complete

Exhibits: 1. Resolution of project acceptance

Budget: $1.9 million dollars was allocated in the 2011-12 Parks CIP for the Eastlake High School Baseball Field Renovation.

Summary Statement:

Specialized Landscaping, Inc. was selected to renovate the existing natural turf baseball field to a synthetic turf multi-use sports field with lighting. The contract included removal of existing turf, demolition, clearing and grading, and the installation of a storm drainage system, synthetic turf, irrigation, sports field lighting, concrete and asphalt, site furnishings, chain link fencing and gates, natural surface pitching mounds and a pedestrian entry gate.

There were no contractor claims filed against the City and no liquidated damages were assessed against the contractor.

All work on the project has been successfully completed; a final inspection has been held and the contractor has completed the final punch list of deficiencies. Acceptance by City Council is necessary before the Department of Revenue is asked to close the project so that the contractor's retainage may be released.

Background:

The contract for the Eastlake High School Baseball Field Renovation was awarded by City Council on June 5, 2012 to Specialized Landscaping, Inc. in the amount of $1,490,550.00 + WSST. The project has been successfully completed and City staff are ready to close out the project.

The work began in July 2012 and was substantially complete by November 15, 2012.

City Council Agenda Bill

Financial Impact:

None

Recommended Motion:

Approve resolution for acceptance of the Eastlake High School Baseball Field Renovation project by Specialized Landscaping, Inc.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2013-____

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ACCEPTING THE EASTLAKE HIGH SCHOOL BASEBALL FIELD RENOVATION PROJECT AS COMPLETE

WHEREAS, at the Regular Council meeting of June 5, 2012, the City Council authorized the City Manager to enter into a contract with the lowest responsible and responsive bidder for the Eastlake High School Baseball Field Renovation project; and

WHEREAS, the City Manager entered into a contract C2012-136 with Specialized Landscaping, Inc. on June 7, 2012; and

WHEREAS, the project was substantially completed by the contractor on November 15 2012;

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

Section 1. Acceptance of the Eastlake High School Baseball Field Renovation project as complete. The City of Sammamish hereby accepts the Eastlake High School Baseball Field Renovation project as complete.

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

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 19TH DAY OF FEBRUARY 2013.

CITY OF SAMMAMISH

_____
Mayor Thomas T. Odell

Exhibit 1

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk: February 4, 2013
Passed by the City Council:
Resolution No.: R2013-_____

City Council Agenda Bill

Meeting Date: **February 19, 2013** Date Submitted: February 6, 2013

Originating Department: Community Development

Clearances:

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

Subject: Contract Amendment-Prothman

Action Required: Authorize the City Manager to sign the contract amendment

Exhibits: 1. Contract Amendment Form

Budget: $9,000 from Community Development-Permit Center Professional Services

Summary Statement: The City contracts with Prothman Company for Temporary Permit Technician (PT) assistance. This Supplemental Agreement will increase the existing contract with Prothman from $29,000.00 to $38,000.00 and extend the date through April 30, 2013. These additional PT services are needed to meet customer service demands, while city PT staff continues to implement new permit software and e-permitting capabilities.

Financial Impact: This Supplement Agreement will increase the existing Prothman contract by $9,000 to $38,000. The increase is needed to provide services through April of 2013.

Recommended Motion: Authorize the City Manager to sign the contract amendment.

Exhibit 1

SUPPLEMENTAL AGREEMENT

Amendment Number: # 3	Date: February 6, 2012
Project: On Call Contracting	City Project number
Consultant: Prothman	Contract Number: C2012-00120

The City of Sammamish desires to amend the agreement with Prothman for On-Call Contracting. All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to this agreement are described as follows:

- Revised contract end date to April 30, 2013
- Increase contract by $9,000.00, total contract amount not to exceed $38,000.00.

PAYMENT shall be amended in accordance with the consultant fee determination attached and as summarized as follows:

Original Contract Amount:	**Current Contract Amount**	**Net Change This Amendment**	**Estimated Contract Total After Change**
$15,000	**$29,000**	**$9,000.00**	**$38,000**

_____ _____ Prothman Date	Approved: _____ _____ City of Sammamish Date

STUDY SESSION NOTES

Study Session

January 15, 2013

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

Public Comment

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

Larry Crandall,	4335 Issaquah Pine Lake Road #1406
Mark Cross	247 208th Avenue NE
Mike Reid	3535 223rd Avenue SE
Elliott Severson	5150 Village Park Drive SE
Bill Way	750 6th Street S, Kirkland
Charlie Klinge	10900 NE 8th Street, Bellevue
Tim Koch	490 228th Avenue NE

Topics

- Interviews: Arts Commission Applicants
  Parks & Recreation Commission Applicants
  Planning Commission Applicants

- Community Center Operation and Management Agreement

Executive Session – Litigation Pursuant to RCW 42.30.110(1)(iii)

Council retired to Executive Session at 9:00 pm and returned at 9:40 pm. No action was taken.

- Discussion: Transportation Level of Service – Postponed to January 22, 2013 Special Meeting.

- City Manager Report: KinderAce Proposal – Staff was directed to address the KinderAce proposal at the next meeting.

Adjournment 9:40 pm

COUNCIL MINUTES

Special Meeting

January 22, 2013

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

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

Staff present: City Manager Ben Yazici, Public Works Director Laura Philpot, Assistant City Manager/Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Assistant City Manager/ Administrative Services Director Mike Sauerwein, City Engineer Jeff Brauns, Senior Project Engineer Jed Ireland, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

Roll Call/Pledge of Allegiance

Roll was called. Deputy Mayor Valderrama led the pledge.

Approval of Agenda

MOTION: Councilmember Vance moved to approve the agenda. Councilmember Curley seconded. Motion carried unanimously 7-0.

Presentations/Proclamations

- Discussion: 244th Avenue SE Non-Motorized Design Options – Public Works Director Laura Philpot gave the staff report and showed a PowerPoint presentation *(available on the city's website at www.ci.sammamish.wa.us).*

- Discussion: Transportation Level of Service – City Engineer Jeff Brauns gave the staff report and showed a PowerPoint presentation *(available on the city's website at www.ci.sammamish.wa.us).* Council was presented with the following four options:

    a. **Replace Some Projects/Test:** Remove desired existing project from the project list and run model to see if alternative projects can be added to system to meet future capacity needs to maintain concurrency. This option was tested prior to the meeting on May 8, 2012. The test case removed the future phases of East Lake Sammamish Parkway. The system (based on current policies) failed in future years.

    b. **Lower LOS System Wide:** This option could potentially eliminate most, if not all projects currently identified in the 18 year transportation improvement plan.

c. **Facility Specific LOS:** Assign unique level of service standards for specific corridors that differs from the rest of the city.

d. **LOS Averaging:** Look at new ways of averaging capacity, e.g. adding a screen line across the north end of the city and averaging the capacity of ELSP, Sahalee and 244th Ave NE

Council agreed that staff should proceed with development of Option C.

Public Comment

Cliff Breedlove, 3203 220th Avenue SE, Spoke regarding traffic calming measures on SE 32nd Street.

Eric Severson, KinderAce, Spoke regarding revised project proposal.

Charlie Klinge, KinderAce Attorney, Spoke regarding KinderAce proposal.

Tim Koch, Ace Hardware Store Owner, Spoke regarding KinderAce proposal.

Diane Bugge, Issaquah Community Network, Spoke regarding the "Influence the Choice Video Contest" they are sponsoring.

Barbara De Michelle, Issaquah Community Network, Spoke regarding the Youth Job Skills Fair they are sponsoring.

Greg Nelson, William Buchan Builders, Spoke regarding the Transportation Impact Fee increase.

David Hoffman, Master Builders Association, Spoke regarding the Transportation Impact Fee increase.

Consent Agenda

Payroll for the period ending January 15, 2013 for pay date January 18, 2013 in the amount of $248,210.41

Approval: Claims for period ending January 22, 2013 in the amount of $2,260,950.49 for Check No. 33822 through No. 34015

~~Ordinance: Second Reading Amending Title 14A.15 Of The Sammamish Municipal Code Adjusting The Impact Fees For Streets And Increasing The Time Allowed To Spend/Encumber Impact Fees From Six Years To Ten Years~~

~~Ordinance: Second Reading Amending Title 14A.20 Of The Sammamish Municipal Code Adjusting The Impact Fees For Park And Recreational Facilities And Increasing The Time Allowed To Spend/Encumber Impact Fees From Six Years To Ten Years~~

Resolution: Accepting the 2012 Pavement Program-Overlays Project as Complete (R2013-520)

Interlocal: Lake Monitoring Support Services For Pine and Beaver Lakes/King County.

Approval: Vehicle Replacements

Approval: January 8, 2013 Special Meeting Minutes

MOTION: Councilmember James moved to removed Items #2 and #3 from the consent agenda and approved the agenda as amended. Deputy Mayor Valderrama seconded. Motion carried unanimously 7-0.

Public Hearing - None

New Business

- Interviews: Planning Commission applicants
  Council interviewed Philip Cherian.

Unfinished Business

Ordinance: Second Reading Amending Title 14A.15 Of The Sammamish Municipal Code Adjusting The Impact Fees For Streets And Increasing The Time Allowed To Spend/Encumber Impact Fees From Six Years To Ten Years

MOTION: Councilmember James moved to suspend the inflationary adjustment on the Transportation Impact fees but to align our current ordinance to be in-line with RCW 82.02 to increase the length of time the fees can be used. Councilmember Gerend seconded. Motion carried 6-1 with Councilmember Whitten dissenting (O2013-341).

Ordinance: Second Reading Amending Title 14A.20 Of The Sammamish Municipal Code Adjusting The Impact Fees For Park And Recreational Facilities And Increasing The Time Allowed To Spend/Encumber Impact Fees From Six Years To Ten Years

MOTION: Councilmember Gerend moved to approve the Parks Impact Fees Ordinance Title 14A.20 of the Sammamish Municipal Code. Councilmember Vance seconded. Motion carried unanimously 7-0 (O2013-342).

Council recessed from 8:45 pm to 8:50 pm

Executive Session – Pursuant to RCW 42.30.110 (1) (g) to evaluate the qualifications of an applicant and potential litigation – Council retired to Executive Session at 8:50 pm and returned at 10:05 pm.

MOTION: Councilmember Gerend moved to extend the meeting to 10:45 pm. Deputy Mayor Valderrama seconded.

City Manager Report

Report: KinderAce –Assistant City Manager/Director of Community Development Kamuron Gurol gave the staff report and showed a PowerPoint presentation *(available on the city's website at www.ci.sammamish.wa.us).* City Attorney Bruce Disend responded to the issues raised by the KinderAce proposal.

Deputy Mayor Valderrama made the following statement:

- Sammamish first heard about a problem with Ace Hardware in November 2011, and since then the city has made every effort to help keep this local business in Sammamish.

- The City received a docket application from KinderAce in September 2012, and staff has worked with the applicant to review the proposal, identify and resolve numerous challenging issues.

- The KinderAce proposal would require major amendments to our adopted Comprehensive Plan, to the City's land use permit procedures, and to our environmental regulations and standards.

- The proposed site appears to be 100% constrained by important environmental features including George Davis creek, a bog-type wetland, and their associated buffers and setbacks.

- The KinderAce proposal raises a substantial number of significant legal and policy issues, there is a danger that it creates a perception of favoritism, and the timeframe for making informed decisions is severely insufficient.

MOTION: Councilmember Valderrama moved to extend the meeting. Councilmember Vance seconded. Motion carried unanimously 7-0.

MOTION: Deputy Mayor Valderrama moved to deny the KinderAce docket proposal and all subsequent amendments proposed by the applicant team, and discontinue further work on the proposal. Furthermore, to direct the City Manager, Ben Yazici to continue to work with Ace Hardware to explore options to relocate elsewhere in Sammamish. Councilmember Vance seconded. Motion carried unanimously 7-0.

Resolution: Appointing Three Regular Members To The Sammamish Arts Commission

MOTION: Deputy Mayor Valderrama moved to adopt the resolution appointing Lin Garretson (Position 1 - 4 year term), Anne Schaefer (Position 2 - 4 year term) and Amy Lam (Position 4 - 1 year term) as regular members to the Sammamish Arts Commission. Councilmember Gerend seconded. Motion carried unanimously 7-0 (R2013-521).

Resolution: Appointing Three Members To The Parks And Recreation Commission

MOTION: Deputy Mayor Valderrama moved to adopt the resolution appointing Pauline Cantor, Loreen Leo and Cheryl Wagner (all 4 year terms) as regular members to the Parks and Recreation Commission. Councilmember Gerend seconded. Motion carried unanimously 7-0 (R2013-522).

Resolution: Appointing Two Members To The Sammamish Planning Commission

MOTION: Deputy Mayor Valderrama moved to adopt the resolution appointing Philip Cherian (4 year term) and Manuel Soto (1 year term) as regular members to the Sammamish Planning Commission. Councilmember Gerend seconded. Motion carried unanimously 7-0 (R2013-523).

Resolution: Extending The Terms Of Sammamish Planning Commission Member Kathy Richardson For The Purpose Of Completing The 2012 Commission Work Plan

MOTION: Councilmember James moved to adopt the resolution extending the term of Planning Commission member Kathy Richardson for the purpose of completing the 2012 Commission Work Plan. Councilmember Nancy Whitten seconded. Motion carried unanimously 7-0 (2013-524).

Council Reports

Councilmember Gerend reported on the Regional Transportation Lobby effort.

Meeting adjourned at 11:22 pm.

_____ _____

Melonie Anderson, City Clerk Thomas T. Odell, Mayor

City Council Agenda Bill

Meeting Date: **February 19, 2013** Date Submitted: February 14, 2013

Originating Department: Parks and Recreation

Clearances:

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

Subject: Operating and Management Agreement with the YMCA for the Community and Aquatic Center and a Recreational Property Ground Lease with the YMCA

Action Required: Authorize the City Manager to execute the following agreements with the YMCA:

1. Operating and Management Agreement for operation of the Sammamish Community and Aquatic Center.
2. Recreational Property Ground Lease for the YMCA-owned property located adjacent to Pine Lake Middle School.

Exhibits:

1. Operating and Management Agreement
2. Recreational Property Ground Lease
3. Exhibit B – Sammamish Purchase Option Terms

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

Summary Statement:

There are two documents for consideration and review. This first is an Operating and Management Agreement with the YMCA of Greater Seattle (YMCA) for the operation of the Sammamish Community and Aquatic Center. The center will be constructed on the Sammamish Commons campus, adjacent to the library on what is commonly known as the "Kellman site." The second document is a Recreational Property Ground Lease for the YMCA-owned property located off of 228th near Pine Lake Middle School.

The documents presented represent several months of negotiation and discussion with the YMCA staff and their representatives. Both documents have been reviewed thoroughly by the City attorney and our insurance carrier, Washington Cities Insurance Authority. And, both documents are consistent with the terms of the Memorandum of Understanding (MOU) approved by the council and signed by both parties on August 1, 2012.

It is anticipated that the Board of Directors of the YMCA will approve both agreements at their board meeting later this month.

Summary of the Operating and Management Agreement:

A summary of the operating and management agreement was presented to the City Council at the Study Session on January 9, 2013. Since that time, staff have completed negotiations with the YMCA and have

prepared a final agreement for your review and approval. A summary of the agreement is provided below.

- **Term of the Lease:** 25-years with an option to extend to a maximum of 50-years.

- **Rent:** $1.00 per year in exchange for recreation services provided to the community and operation of the facility.

- **Facility:** Approximately 60,000 square foot multi-purpose community and aquatic center.

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

- **Design and Construction:** The City will serve as the lead on both design and construction. Representatives from the YMCA will participate on the design team.

- **Local YMCA Board:** The YMCA will maintain a volunteer board to provide strategic direction on operations. A majority of the members will be Sammamish residents.

- **Benefits to Sammamish Residents:**
  - No joining fee for the first 18 months of operation, thereafter Sammamish Residents will receive a 75% discount on the joining fee.
  - 10% off all youth facility-based programs.
  - Meeting space available at no charge for Sammamish-based community groups.
  - Exhibition space available for the Sammamish Arts Commission, Heritage Society etc.
  - Free programs for Sammamish residents (memberships not required) including monthly senior socials and open houses.
  - Weekly community swims available to non-members.

- **Aquatics Priorities:** First priority is for swim lessons and recreational/family use, second priority is health and fitness programs and the third priority is swim team use.

- **Maintenance:** The YMCA assumes full responsibility for all maintenance and repair costs, including capital replacement. The YMCA will develop annual maintenance plans for the facility and all major building systems that will be subject to review by the City. The City also retains the right to perform regular maintenance inspections of the facility.

- **Parking Garage:** The City assumes full responsibility for maintenance and repair costs of the parking structure since this facility is intended to serve the entire Sammamish Commons campus.

- **Parking:** The YMCA is committed to identifying an off-site parking plan for staff.

- **Utilities:** All utilities are paid by the YMCA.

- **Security Cameras:** Interior and exterior security cameras will be installed as part of the construction project. The Security system will be operated and maintained by the YMCA.

- **Use of Surplus Funds:** In the event there is an operating surplus, the funds will be used to fund capital repairs and equipment replacement and/or other jointly agreed upon enhancements to the facility.

- **Facility Name and Signage:** The facility will be called the "Sammamish Community and Aquatic Center." Exterior signage will include the "Y" logo. The YMCA may sell naming rights to the interior spaces of the building.

- **Marketing:** The programs will be branded as "YMCA programs." All marketing materials associated with the Sammamish facility will acknowledge the partnership with the City.

- **Termination:** The City or the YMCA may terminate without cause by providing 18-months notice. If the City terminates without cause, the YMCA will be compensated for their capital investments according to a 40-year straight line amortization schedule. If the YMCA terminates without cause within the first five years of the agreement they will forego reimbursement for all investments. Additional language is proposed for termination by default. Termination of the operating agreement will result in automatic termination of the ground lease.

Summary of the Recreational Property Ground Lease:
A summary of the ground lease is provided below.

- **Use of Premises:** The premises may be used for recreational purposes only.

- **Term:** The term is co-terminus with the Operating and Management Agreement. Any changes to term of the operating agreement will also apply to the lease.

- **Lease Amount:** $1.00 per year.

- **Property Development:** YMCA will be notified of all such meetings related to the discussion of the future development of the property. Construction budgets, plans and all other documents will be shared with the YMCA. And, YMCA will approve all construction and development plans for the property.

- **Termination for Delay:** The City is required to prepare a development plan for the property by June 30, 2018 otherwise the lease may be terminated.

- **Road Improvements:** The City is responsible for constructing road improvements and all utilities.

- **Amortization and Compensation upon Termination:** The value of the City improvements for purposes of this lease will be amortized on a forty (40) year straight line basis from the date paid. If termination occurs, the City will be compensated for the unamortized share of the City improvements. The City will not be compensated for the improvements if the City terminates this lease without cause or if the city purchases the property.

- **Option to Purchase:** City is granted the exclusive right and option to purchase the property as further described in Exhibit B of the Ground Lease.

Project Background:

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

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

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

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

Financial Impact:

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

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

The costs for preparing development plans and any future improvements to the YMCA-owned property have not yet been identified.

Recommended Motion:
Authorize the City Manager to execute an Operating and Management Agreement with the YMCA for operation of the Sammamish Community and Aquatic Center; authorize the City Manager to execute a Recreation Property Ground Lease with the YMCA for the YMCA-owned land located adjacent to Pine Lake Middle School; and, authorize the City Manager to make minor changes to the indemnification and insurance sections of both agreements based on further review and discussion by both parties.

Exhibit 1

COMMUNITY AND AQUATIC CENTER
OPERATING AND MANAGEMENT AGREEMENT

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

RECITALS

A. Residents of Sammamish have expressed broad and persistent interest in a Community and Aquatic Center (the "**Center**") over many years;

B. The City regularly conducts statistically valid community surveys and the results of those surveys have shown strong support for a Center;

C. The City contracted with Barker Rinker Seacat Architecture to conduct a feasibility study on a Center;

D. The City and Barker Rinker Seacat hosted five public meetings to discuss and seek public input on various aspects of a potential Center;

E. Public input addressed the components, size, construction, operating costs, and potential location of a Center;

F. The results of the feasibility study were presented to Sammamish City Council (the "**Council**") in July 2011 and then compiled in a report in November 2011;

G The Council adopted a resolution identifying City-owned property near the City Library and City Hall, known as the "Kellman" site (the "**Site**") as the preferred location for the Center;

H. In January 2012, the Council directed staff to scale back the size of the Center to reduce costs and to identify a suitable operator for the Center;

I. The City received proposals from private businesses;

H. It was determined that those proposals contained insufficient private funding for the project and were for facilities that more resembled health clubs than a community and aquatic center;

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

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

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

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

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

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

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

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

i. It is a membership organization locally owned and operated and affiliated with the national YMCA system;

ii. The mission of the YMCA is to build communities where all people, especially the young, are encouraged to develop their fullest potential in spirit, mind and body;

iii. The YMCA seeks to improve the health and success of people in the YMCA's service area and to build inclusive, healthy, caring communities through membership and program activities and by encouraging volunteerism, philanthropy and community engagement;

iv. The YMCA is dedicated to serving all people regardless of their ability to pay;

v. The YMCA is open to all persons regardless of religious beliefs, race, national origin, sexual orientation and/or age;

vi. The City and the YMCA (hereafter the "**PARTIES**") provide recreational services to people of all ages and backgrounds;

vii. The PARTIES currently operate independent recreational facilities that serve members of the community;

O. The PARTIES desire to work cooperatively to develop a Center to serve local residents;

P. The PARTIES desire to make effective and efficient use of their respective resources to benefit the community;

Q. The City owns real property adjacent to City Hall (hereafter the "**PREMISES**") suitable for development of a Center; and

R. The YMCA owns real property adjacent to the Pine Lake Middle School, in Sammamish, consisting of approximately seven (7) acres, that is suitable for recreational use (the "**Recreational Parcel**");

S. The Council passed a resolution on December 4, 2012, accepting the Advisory Ballot results and authorizing the City staff to proceed with the necessary steps to design and construct the Center, pending the finalization of an operating and management agreement with the YMCA;

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

1. PURPOSE. The purpose of this AGREEMENT is to establish an operational framework for the development of a community and aquatic center by the City which, once completed, shall be operated and managed by the YMCA.

2. LEASE OF PREMISES. The City hereby agrees to lease to the YMCA, and the YMCA agrees to lease from the City (the "**Center Lease**"), the CENTER and related improvements (the "**Improvements**") to be constructed by the City on the Land (collectively the "**Premises**") as described on Exhibit A in accordance with the program requirements stated in Section 5(c) below (the "**Project Requirements**"). Certain land adjacent to the Premises and described on Exhibit B is a portion of the Sammamish Commons Park and will be retained and controlled by the City (the "**Adjacent Property"**).

3. TERM

   a. The term of this AGREEMENT shall commence on the Effective Date and end on the date that the YMCA's lease of the Premises is cancelled or terminates as provided herein.

   b. The term of the YMCA's lease of the premises shall be for twenty-five (25) years (the "**Initial Term**") with an option (the "**Option**") exercisable by the YMCA to extend the Term up to an additional twenty-five (25) years (the "**Option Term**"). The Initial Term and any Option Term are referred to as the "**Term**."

   c. The Initial Term for the YMCA's lease of the Premises shall commence on the date that the City delivers the Improvements to the YMCA for occupancy, provided that the City shall have completed construction of the Improvements in accordance with the Project Requirements and shall have obtained a final certificate of occupancy for the Improvements.

   d. The YMCA shall exercise the Option, at its election, by delivering a notice of exercise of the Option (the "**Option Notice**") to the City at least one-hundred eighty (180) days prior to the end of the Initial Term. The YMCA shall state in the Option Notice the expiration date of the Option Term, not to exceed twenty-five (25) years from the end of the Initial term. The terms, covenant and conditions of this AGREEMENT shall apply to the Option Term, except as the parties may otherwise agree.

   e. The City and the YMCA agree that the Initial Term may also be extended by mutual agreement of the PARTIES (the "**Negotiated Extension**"), provided that this AGREEMENT has not previously been cancelled or terminated as provided herein. In the event of a Negotiated Extension, the term of the Negotiated Extension shall commence upon the expiration of the Initial Term, and shall be upon such terms, covenants and provisions as may be negotiated by the PARTIES. A Negotiated Extension may be requested by either party by giving the other party not less than one hundred eighty (180) days written notice of intention to seek a Negotiated Extension prior to the expiration of the Initial Term of this AGREEMENT.

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

5. CITY COMMITMENTS

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

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

   c. The CENTER as constructed by the City shall substantially conform to the following requirements and to the Final Design: an approximately 60,000 square foot multi-purpose community and aquatic center which will include two gymnasiums, space for cardio and group fitness programs, a jogging track, child watch areas, a leisure pool, a lap pool, locker rooms, administrative offices, a number of multipurpose rooms to serve a variety of recreational uses, related site improvements, related landscaping, and on-site parking for over 300 vehicles (collectively, the "**Project Requirements**"). The PARTIES acknowledge that the foregoing Project Requirements may be subject to changes agreed to by the PARTIES as Project planning and construction process proceeds.

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

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

6. YMCA COMMITMENTS

   a. The YMCA will raise $5,000,000 in support of the Project. Upon commencement of the Initial Term, the YMCA shall pay an amount to the City equal to twenty percent (20%) of the City's

documented Project design and construction costs, not to exceed a total of $5,000,000 (the "**YMCA Capital Contribution**"). The value of the YMCA Capital Contribution for purposes of this AGREEMENT shall be deemed to be amortized on a forty (40) year straight line basis from the date paid.

b. Upon commencement of the Initial Term, the YMCA shall provide the furniture, fixtures and equipment for the CENTER, estimated to be a value of $500,000.00. The YMCA will maintain ownership of all equipment, furniture and fixtures paid for by the YMCA.

c. In regard to the YMCA's leasing of the Premises, the YMCA will provide the cost of start-up at an estimated value of $300,000. Start-up costs shall include start-up marketing costs and initial operating deficits. Monthly operating cost recovery is anticipated to be achieved within four (4) months of beginning operations.

7. <u>OPERATION OF THE CENTER</u>

a. During the Term, the YMCA shall maintain the following operating hours for the CENTER:

i. Monday to Friday, 5:00 am to 9:00 pm

ii. Saturday, 7:00 am to 7:00 pm

iii. Sunday, 12:30 pm to 6:00 pm

iv. The operating hours are subject to change as agreed upon by both PARTIES.

b. The following benefits shall be provided to Sammamish Residents:

i. No one shall be turned away because of inability to pay the cost of membership or program fees.

ii. For the first eighteen (18) months of operation there will be no joining fees for Sammamish residents. Thereafter, Sammamish residents will receive a 75% discount on the joining fee.

iii. 10% off all youth facility-based programs.

iv. Meeting space available (at no charge) for Sammamish-based community groups. Use of meeting space does not require a YMCA membership.

v. Exhibition space as scheduled for City of Sammamish Arts Commission and other art activities.

vi. Senior social once a month, free for all City of Sammamish residents. YMCA membership not required.

vii. Open House Days throughout the year to coincide with City special events (e.g., Fourth of July, Teen Fest, Sammamish Days etc.). Open House days do not require a YMCA membership.

viii. One open community swim each week for City of Sammamish residents. YMCA Membership is not required. Such use may be limited by pool capacity and/or Health Department restrictions.

ix. A.W.A.Y Member privileges (Always Welcomed at the YMCA), which allows use of facilities while away from the local YMCA association.

c. The following benefits shall be provided to all members:

i. Free total health consultation.

ii. Free equipment orientations.

iii. Over one hundred twenty-five (125) free fitness classes.

iv. Complimentary towel service and use of day lockers.

v. Reduced fees and priority registration for programs.

vi. Twelve (12) guest passes per year.

d. The YMCA agrees to make reasonable efforts to provide recreational programs that are intended to serve the broader Sammamish community. The YMCA shall have no obligation to provide additional recreational programs that impose materially greater operating costs on the YMCA, or put the YMCA at additional risk for liability.

e. The PARTIES agree that: (a) the first priority for pool use shall be water safety and teaching; (b) the second priority shall be health and fitness programs; and (c) the third priority shall be swim team use.

f. The PARTIES acknowledge that the demand for swim team space far exceeds the capacity of the proposed pool and agree to develop an allocation schedule to ensure that space is equitably distributed to Sammamish-based swim teams. The YMCA is not expected to subsidize swim team use of the facility and may develop a fee structure separate from the membership fee to ensure full cost recovery for use of the pool.

g. Upon completion of the construction of the CENTER and receipt of an occupancy certificate from the City, and during the Term, the YMCA shall operate the CENTER in accordance with the terms and conditions of this AGREEMENT. In doing so, the YMCA shall abide by all applicable laws, regulations and ordinances in operating the CENTER and in using the PREMISES. The YMCA shall obtain all required licenses, certifications, or other approvals that may be required for the YMCA's use of the CENTER and the PREMISES.

h. The YMCA shall establish and maintain a local volunteer board of managers to assist in providing strategic direction for facility operations. Board members will also assist with fundraising, outreach and oversight to the branch executive. The board of managers shall consist of a majority of Sammamish residents. One member of the City Council, the City Manager, and the Parks and Recreation Director shall serve as ex-officio members of the board of managers.

i. The operation of the CENTER is anticipated to be self-supporting and shall not require any operating subsidy from the City.

8. <u>MAINTENANCE AND REPAIR COSTS</u>

a. Routine Maintenance and Inspections.

i. During the Term, the YMCA shall assume responsibility for routine maintenance of the CENTER and the PREMISES. For purposes of this Subsection, "routine maintenance" shall include maintenance of all items as defined below. The YMCA shall maintain the CENTER and the Premises in accordance with federal laws, the laws of the State of Washington and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of the YMCA.

ii. The YMCA may use a combination of staff and private contractors to oversee maintenance.

iii. The YMCA will develop annual maintenance plans for the CENTER and all major building systems (HVAC, plumbing, aquatics etc.). Maintenance plans are subject to review and comment by the City.

b. Custodial Services.

i. During the Term, the YMCA, at its own expense, shall provide custodial services for the CENTER and shall keep the CENTER and in a safe and clean condition, free of accumulations of dirt, rubbish, hazardous environmental contaminants, and unlawful obstructions, and shall maintain the landscaping and the exterior entranceways and walkways in a safe and clean condition. Custodial services shall include the interior and exterior of the CENTER. The standard and quality of the custodial services provided shall not be less than the standard and quality provided at other City facilities.

c. Landscape Maintenance.

i. During the Term, the YMCA shall ensure that the planter boxes and landscaped areas immediately adjacent and/or attached to the CENTER are maintained in a manner consistent with other City properties and shall be responsible for any costs related thereto.

ii. The City will maintain the Adjacent Property and the landscaping associated with the parking structure on the Land. The lawn and landscaping shall be irrigated in a manner such that the grass and landscape are kept in a healthy condition throughout the year. All diseased or dead plant material shall be replaced in-kind within one growing season.

iii. The City shall be responsible for performing regular maintenance of the irrigation system on the Land and the Adjacent Property, including seasonal inspection and winterizing.

d. Maintenance of the Parking Structure and Parking Lot.

i. The City shall be responsible for maintenance of the parking structure, the associated landscaping, and the associated driveways and surface parking lots, to include twice per month sweeping.

ii. The City shall be responsible for snow removal (as needed) at the parking structure and the associated driveways. Snow removal at the PREMISES will be prioritized based on the availability of maintenance personnel. The YMCA shall be responsible for clearing and de-icing sidewalks immediately adjacent to the CENTER and the entryways to the CENTER.

e. Major Capital Maintenance and Repair.

i. The YMCA shall be responsible for maintaining the following elements of the CENTER in good condition and repair, and if necessary replacing the same if worn or obsolete and no longer serving their intended functions: roof; exterior cladding; structural elements; heating, ventilation and air conditioning; plumbing; electrical; exterior pavement and sidewalks; fire alarm monitoring system, fire suppression/sprinkler system, and the backflow prevention assembly (the "**Capital Elements**").

ii. The YMCA shall develop a capital replacement plan for all equipment and major systems that will be subject to review and approval by the City.

iii. The YMCA will be responsible for obtaining permits and paying all associated permit fees for future capital projects which the YMCA is obligated to perform.

iv. The City shall be responsible for repairs or replacement of the irrigation system in the event of system breakage or failure.

v. YMCA's capital expenses related to the repair and replacement of any Capital Elements (the "**YMCA Capital Investment Costs**") shall, for the purposes of this AGREEMENT, be deemed to be amortized on a forty (40) year straight line basis from the date paid.

f. <u>Facilities Committee</u>

i. The YMCA will establish a Facilities Committee to review and make recommendations related to all issues associated with maintenance of the CENTER. A majority of the committee shall consist of Sammamish residents. The Facilities Committee will keep

regular minutes of its formal meetings and provide this information to the City. The City may designate a representative to serve on this committee.

9. UTILITIES. The YMCA shall be responsible for all utility costs associated with operation of the CENTER. The City shall be responsible for water costs associated with irrigation of the land and the Adjacent Property.

10. SECURITY CAMERAS. A security system for both the CENTER and the adjacent parking structure will be purchased and installed as part of the construction of the Project. The security system equipment will be located at the CENTER. The YMCA shall monitor and maintain the security system and the PARTIES agree to work together to resolve any security issues that may arise at the CENTER.

11. USE OF SURPLUS FUNDS. It is not anticipated that there will be a surplus once reserves are funded for maintenance and replacement and capital expenses as required of the YMCA in this AGREEMENT. If a surplus thereafter occurs, the second priority for use of surplus funds shall be to establish an operational reserve fund equal to two months of operational expenditures. Thereafter, the funds may be used to support jointly agreed upon enhancements and improvements to the CENTER.

12. SIGNAGE, NAMING AND MARKETING

    a. The CENTER will be known as the "Sammamish Community and Aquatic Center."

    b. Monument and building signage that includes the City logo will be included as part of the Project. Monument signage may also include a "Y," to represent the brand of the YMCA. All "Y" signs shall be removed by the YMCA at the termination of the AGREEMENT.

    c. The YMCA may maintain its brand as the operator of the facility. The programs and operations may be marketed and branded as "YMCA programs." All programs associated with the CENTER shall acknowledge the partnership with the City through text or use of the City logo or both.

    d. All signs shall meet applicable codes and regulations of the City of Sammamish.

    e. All signs or symbols placed anywhere externally shall be subject to the prior approval of the City, which approval shall not be unreasonable withheld.

f. The YMCA will be conducting a capital campaign for its contribution to the CENTER. At times, companies or individuals who contribute may wish to name a room in the Center. The YMCA and City will work together, in good faith, to accommodate these requests.

13. PARKING. The YMCA will commit to identifying an alternate parking location by the opening date of the CENTER for the majority of the staff to improve availability in the parking structure for members and other visitors to the Sammamish Commons campus.

14. ANNUAL REPORT. The YMCA shall provide the City Council with an annual report setting forth an evaluation of all service programs provided, the cost of operating and maintaining the Center, and such other information related to the facility as may be requested by the City Council. The report shall be provided no later than 60 days following the end of each calendar year.

15. INDEMNIFICATION/HOLD HARMLESS

a. The YMCA shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the performance of the operations or willful misconduct of the YMCA, its employees, agents or consultants (the "**YMCA Parties**") in regard to: (1) the use of the Premises; (2) the conduct of YMCA's business; or (3) any activity, work or thing done, permitted, or suffered by the YMCA in or about the Premises. In no event shall the YMCA be responsible for any injury or damage as shall have been occasioned by the operations or willful misconduct of the City, its employees, agents or consultants (the "**City Parties**").

b. Insurance. The YMCA shall procure and maintain for the duration of the AGREEMENT, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the YMCA's activities in regard to the operation and use of the leased Premises.

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

d. The City shall defend, indemnify, and hold harmless the YMCA, its officers, officials, employees, agents, consultants and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arise out of the operations or willful misconduct of any of the City's Parties in regard to (1) the construction

or maintenance of the parking structure, the associated landscaping and the associated driveways and surface parking lots, or (2) the design or construction of the Center.

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

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

16. INSURANCE OBLIGATIONS.

a. YMCA's Obligations. The YMCA agrees to maintain Commercial General Liability insurance acceptable to the City covering injuries to persons and damage to property, with the City named as an Additional Insured, covering the YMCA's operations or willful misconduct in regard to activities performed under this AGREEMENT. In addition, the YMCA shall maintain property insurance covering the replacement costs of all of its personal property, furnishings, fixtures and equipment. Any deductibles or self-insured retention in excess of $50,000 elected by YMCA shall be pre-approved by the City. YMCA shall bear the responsibility for payment of any deductibles or self-insured retention amount. By requiring such insurance coverage, the City shall not be deemed to, or construed to, have assessed the risks that may be applicable to the YMCA in this AGREEMENT. The YMCA shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

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

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

(B) General Liability: Insurance Services Office form number (CG00 01 Ed. 12-07) covering Commercial General Liability, with a limit of not less than $5,000,000 combined single limit per occurrence, $10,000,000 aggregate. The policy shall include but not be limited to:

(1) Coverage for PREMISES and operations;

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

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

(C) Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 03-06) Covering Business Automobile Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9, for a limit of not less than $5,000,000 combined single limit per occurrence.

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

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

Liability Coverages:

(1) The City, its officers, officials, employees, and agents are to be included as Additional Insured in respects to: liability arising out of operations or willful misconduct by or on behalf of the YMCA performed under this AGREEMENT.

(2) To the extent of the YMCA's negligence and the negligence and willful misconduct of the YMCA Parties, the YMCA's insurance coverage shall be primary insurance in respect to the City, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees, and agents shall, in such case, be excess to any other available insurance coverages.

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

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

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

Verification of Coverage. The YMCA shall furnish the City with certificates of insurance and endorsements required by this AGREEMENT. The certificates and endorsements for each

policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City and are to be received and approved by the City prior to the commencement of activities associated with this AGREEMENT. The City reserves the right to require complete certified copies of all required policies at any time.

Waiver of Subrogation. YMCA and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Center, landscaping and parking improvements owned by each party. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

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

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

(A) Property Insurance: ISO Causes of Loss – Special Form, including Theft, as part of the Commercial Property Insurance insuring the improvements constructed on the Property by the City or repaired or replaced by the YMCA in an amount sufficient to cover the entire replacement cost thereof, without coinsurance.

(B) General Liability: Insurance Services Office form number (CG00 01 Ed. 12-07) covering Commercial General Liability, with a limit of not less than $1,000,000 combined single limit per occurrence, $2,000,000 aggregate. The policy shall include but not be limited to:

(1) Coverage for Premises and operations;

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

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

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

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

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

Liability Coverages:

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

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

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

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

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

Application of Insurance Proceeds. In case of any insurance policies as described in Subsection 16.b(A)(1), the application of the proceeds from damage or loss to property shall be applied as follows: for the purposes of defraying the cost of repairing, restoring, replacing and/or rebuilding the CENTER and other improvements on the PREMISES as provided in Subsection 27.a.

Waiver of Subrogation. YMCA and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

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

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

18. LIENS. The YMCA covenants and agrees that it shall not during the term of this AGREEMENT suffer or permit any lien, charge, security interest or encumbrance resulting from any act by the YMCA (collectively, "**Liens**") to be attached to, upon or against the PREMISES, or any portion thereof, or any rent payable under this AGREEMENT for any reason, including without limitation, Liens arising out of the possession, use, occupancy, construction, repair, or rebuilding of the PREMISES or by reason of the furnishing of labor, services, materials or equipment to the PREMISES of the YMCA. Notwithstanding the foregoing, the YMCA shall have the right to contest in good faith the validity of any lien or claim against the PREMISES so long as, if requested to do so by the City, the YMCA posts a bond or other adequate security in an amount equal to one hundred twenty-five percent (125%) of the amount of the lien or claim being contested. The YMCA shall, defend, indemnify, and hold the City harmless from and against all claims arising out of or relating to any such Lien. The City shall provide written notice of any such claims to the YMCA within five (5) days after the City receiving notice thereof, and the YMCA shall defend such claims at it sole cost by counsel reasonably satisfactory to the City. Notwithstanding the YMCA's obligation to defend the City as stated herein, the City shall retain the right to participate in said defense. The YMCA's obligations pursuant to this Section 18 shall survive the expiration or earlier termination of this AGREEMENT.

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

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

21. LEASEHOLD EXCISE TAX . As the PREMISES and the CENTER are publicly owned property, the AGREEMENT is subject to a leasehold excise tax under Ch. 82.29A RCW. Upon taking possession, the YMCA shall complete the necessary paperwork to receive an exemption from the leasehold excise tax. In the event the State of Washington makes any demand upon the City for payment of any leasehold excise tax under RCW 82.29A resulting from the YMCA's use or occupancy of the PREMISES, the YMCA shall indemnify the City for all sums expended by the City or withheld by the State from the City in connection with such taxation.

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

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

24. NON-WAIVER. Failure of either party to insist upon the strict performance of any term of this AGREEMENT will not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, except as outlined in section 16 a and 16 b.

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

26. TERMINATION

    a. Termination by the City Without Cause. The City may terminate this AGREEMENT without cause by providing at least eighteen months (18) months prior written notice to the YMCA of the City's intent to terminate pursuant to this provision. If termination occurs the YMCA will be

compensated for the unamortized share of the YMCA Capital Contribution and the unamortized share of the YMCA Capital Investment Costs. The City shall be entitled to possession of the PREMISES and the CENTER upon the termination of this AGREEMENT.

b. Termination by YMCA without Cause. The YMCA may terminate this AGREEMENT without cause by providing at least eighteen months (18) months prior written notice to the City of the YMCA's intent to terminate pursuant to this provision. The City shall not be obligated to reimburse to the YMCA any portion of the YMCA Capital Contribution or the YMCA Capital Investment Costs if the YMCA initiates termination within the first five (5) years of the AGREEMENT. Otherwise, the YMCA will be compensated for the unamortized share of the YMCA Capital Contribution and the unamortized share of the YMCA Capital Investment Costs as of the termination date. The City shall be entitled to possession of the PREMISES and the CENTER upon the termination of this AGREEMENT.

c. Recreational Property Lease. The Recreational Property Lease (EXHIBIT C) shall be co-terminus with this AGREEMENT. If this AGREEMENT is terminated for any reason, the Recreational Property Lease shall also terminate. As provide in the Recreational Property Lease, the City shall have an option to purchase the Recreational Property as of the Recreational Property Lease termination date for the fair market value of the property as determined by agreement or by appraisal.

d. Termination for Default.

    i. The PARTIES are required to follow the dispute resolution process in Section 33 prior to taking steps under this subsection to terminate for default. Only after pursuing the steps in Section 33, shall each party have the right to terminate this AGREEMENT in the event the other party is in default of any material term or condition of this AGREEMENT. In such event, the non-defaulting party shall provide the other party thirty (30) days' advance written notice specifying the basis for such determination. If the other party thereafter fails to commence reasonable steps within the thirty-day period to remedy the default, then this AGREEMENT shall be deemed terminated; provided, however, that if the nature of the default is such that it cannot be remedied within ninety (90) days, then the AGREEMENT shall not terminate so long as the party in default is proceeding diligently to remedy the default. This clause shall not be invoked by either party for purposes other than default.

ii. If the City properly terminates this AGREEMENT for default by YMCA, the City shall take immediate possession of the CENTER and shall have no obligation to reimburse the YMCA for the YMCA Capital Contribution or the YMCA Capital Investment Costs

e. Disposition of Fixtures. In the event of termination, the YMCA may remove any improvements, additions, fixtures, personal property, furnishings and equipment owned by the YMCA, provided that the removal will not cause permanent injury to the structure of the CENTER or the PREMISES.

27. DESTRUCTION

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

b. Substantial Damage to City-Insured Property – Insufficient Proceeds. If the CENTER is damaged or destroyed by any peril (a) which cannot be repaired by City with available insurance proceeds, or (b) which affects twenty-five percent (25%) or more of the replacement value of the Premises during the last twenty-four (24) months of the Term, the City may, at the City's option, either (I) repair such damage as soon as reasonably possible, in which event this AGREEMENT shall continue in full force and effect, or (II) cancel and terminate this AGREEMENT as of the date of the occurrence of such damage by giving the YMCA written notice of City's election to do so within ninety (90) days after the date of the occurrence of the damage.

c. Insured Damage to YMCA-Insured Property. If the CENTER is damaged or destroyed by any peril covered by the YMCA's Insurance, the YMCA may: (a) repair such damage as soon as reasonably possible, to the extent of the available proceeds, and this AGREEMENT shall continue in full force and effect; or (b) elect not to restore the YMCA-insured portions of the CENTER, subject to the YMCA providing the City with written notice of such election within four (4) weeks of the receipt of the proceeds of the YMCA Insurance. Upon an election by the YMCA not to restore pursuant to this paragraph, this AGREEMENT shall terminate.

28. NOTICES. Each notice or other communication which may be or is required to be given under this AGREEMENT shall be in writing and shall be deemed to have been properly given when delivered

personally during normal business hours, when delivered by overnight express mail, or three (3) days after being sent by regular mail, to the appropriate party at the following addresses:

If to the YMCA:

President/CEO
YMCA of Greater Seattle
900 Fourth Avenue
Seattle, WA 90104

and to: Regional Executive
Coal Creek YMCA
13750 Newcastle Golf Club Road
Newcastle, WA 98059

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

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

29. JURISDICTION, VENUE, AND GOVERNING LAW. The PARTIES hereto, their successors and assigns, hereby consent to the jurisdiction and venue of the King County Superior Court, State of Washington, for the determination of any dispute that may arise pursuant to the terms of this AGREEMENT and other agreements contained herein to the extent not resolved pursuant to Section 33 below. All the rights and remedies of the respective PARTIES shall be governed by the provisions of this instrument and by the laws of the State of Washington as such laws relate to the respective rights and duties of school City's and the YMCA.

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

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

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

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

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

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

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

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

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

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

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

CITY OF SAMMAMISH

By _____
Its _____
Date: _____

YMCA OF GREATER SEATTLE

By _____
Its _____
Date: _____

Exhibit 1

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

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

Dated: _____

_____
Notary Public
Print Name_____
My commission expires_____

(Use this space for notarial stamp/seal)

Exhibit 1

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

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

Dated: _____

_____
Notary Public
Print Name_____
My commission expires_____

(Use this space for notarial stamp/seal)

EXHIBIT A

[Legal Description of the Property]

EXHIBIT B

[Legal Description of Adjacent Property]

EXHIBIT C

Recreational Property Lease

Exhibit 2

RECREATIONAL PROPERTY GROUND LEASE

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

RECITALS

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

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

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

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

ARTICLE I

THE DEMISE

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

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

ARTICLE 2

TERM

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

ARTICLE 3

RENT

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

ARTICLE 4

FINANCIAL INFORMATION

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

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

ARTICLE 5

CONSTRUCTION OF IMPROVEMENTS

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

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

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

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

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

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

ARTICLE 6

TAXES AND UTILITIES

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

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

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

ARTICLE 7

MAINTENANCE AND REPAIR

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

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

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

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

ARTICLE 8

LIENS; SECURITY INTEREST

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

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

ARTICLE 9

CITY'S INSURANCE

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

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

(A) Property Insurance: ISO Causes of Loss – Special Form, including Theft, as part of the Commercial Property Insurance insuring the improvements constructed on the Property by the City or repaired or replaced by the YMCA in an amount sufficient to cover the entire replacement cost thereof, without coinsurance.

(B) General Liability: Insurance Services Office form number (CG00 01 Ed. 12-07) covering Commercial General Liability, with a limit of not less than $1,000,000 combined single limit per occurrence, $2,000,000 aggregate. The policy shall include but not be limited to:

(1) Coverage for Premises and operations;

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

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

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

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

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

Liability Coverages:

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

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

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

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

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

9.5 Waiver of Subrogation. YMCA and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

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

ARTICLE 10

YMCA'S INSURANCE

10.1 YMCA's Obligations. The YMCA agrees to maintain Commercial General Liability insurance acceptable to the City covering injuries to persons and damage to property, with the City included as an Additional Insured, covering the YMCA's activities under this Lease. Any deductibles or self-insured retention elected by YMCA shall be pre-approved by the City. YMCA shall bear the responsibility for payment of any deductibles or self-insured retention amount. By requiring such insurance coverage, the City shall not be deemed to, or construed to, have assessed the risks that may be applicable to the YMCA in this Lease. The YMCA shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

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

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

(B) General Liability: Insurance Services Office form number (CG00 01 Ed. 12-07) covering Commercial General Liability, with a limit of not less than $1,000,000 combined single limit per occurrence, $2,000,000 aggregate. The policy shall include but not be limited to:

(1) Coverage for the YMCA's interest in the Premises and any operations conducted by the YMCA;

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

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

(C) Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 03 06) Covering Business Automobile Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9, for a limit of not less than $5,000,000 combined single limit per occurrence.

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

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

Liability Coverages:

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

(2) To the extent of the YMCA's acts and willful misconduct of the YMCA Parties in performance of this agreement, the YMCA's insurance coverage shall be primary insurance in respect to the City, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees, and agents shall be excess to any other available insurance coverages.

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

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

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

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

10.5 Waiver of Subrogation. YMCA and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

ARTICLE 11

INDEMNIFICATION AND LIABILITY

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

11.2 Insurance. The City shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the City's operation and use of the leased Premises.

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

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

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

ARTICLE 12

EMINENT DOMAIN

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

12.2 Award. In the event of any taking, partial or whole, YMCA shall be entitled to the entire award judgment or settlement from the condemning authority for the value of the Premises taken by the condemning authority, less the unamortized value of the City's improvements which amount shall be

allocated to the City to the extent it is included in the award.

ARTICLE 13

EVENTS OF DEFAULT BY CITY AND YMCA'S REMEDIES

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

(A) Failure to Perform. If City shall

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

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

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

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

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

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

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

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

13.4 No Waiver. No delay or omission of YMCA to exercise any right or remedy shall, except as expressly provided herein, be construed as a waiver of any such right or remedy or of any default by City hereunder. The acceptance by YMCA of rent or any additional rent hereunder shall not be a waiver of any preceding breach or default by City of any provision hereof, other than the failure of City to pay the particular rent accepted, regardless of YMCA's knowledge of such preceding breach or default at the time of

acceptance of such rent, or, except as expressly set forth herein, a waiver of YMCA's right to exercise any remedy available to YMCA by virtue of such breach of default.

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

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

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

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

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

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

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

ARTICLE 14

CITY TO COMPLY WITH APPLICABLE LAWS AND AGREEMENTS

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

any board or fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises.

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

ARTICLE 15

ARBITRATION

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

ARTICLE 16

WAIVER

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

ARTICLE 17

SIGNS

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

ARTICLE 18

NOTICES

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

If to YMCA: President/CEO
YMCA of Greater Seattle
900 Fourth Avenue
Seattle, WA 90104

and to: Regional Executive
Coal Creek YMCA
13750 Newcastle Golf Club Road
Newcastle, WA 98059

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

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

ARTICLE 19

ASSIGNMENT AND SUBLEASING

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

ARTICLE 20

OPTION TO PURCHASE

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

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

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

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

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

ARTICLE 21

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

Exhibit A Premises – Legal Description
Exhibit B Purchase Option Terms

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

YMCA:	**CITY:**
YMCA of Greater Seattle	City of Sammamish
By_____	By_____
Its_____	Its_____

Exhibit 2

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

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

Dated: _____, 2013

_____
Notary Public
Print Name_____
Residing at: _____
My commission expires_____

(Use this space for notarial stamp/seal)

Exhibit 2

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

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

Dated: _____, 2013

_____
Notary Public
Print Name_____
Residing at: _____
My commission expires_____

(Use this space for notarial stamp/seal)

Exhibit 2

EXHIBIT A

Premises - Legal Description

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

EXHIBIT B

Purchase Option Terms

EXHIBIT B

PURCHASE OPTION TERMS

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

2. Option to Acquire Premises.

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

2.2 Option Exercise.

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

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

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

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

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

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

3. Purchase Price.

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

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

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

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

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

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

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

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

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

(a) Real and personal Premises taxes relating to the Premises;

(b) All unpaid assessments, if any, existing as of the Closing Date, whether due and payable before or after such date, shall be assumed and thereafter paid by City;

(c) All other income and operating expenses for or pertaining to the Premises including but not limited to public utility charges.

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

(a) A bargain and sale deed conveying all of YMCA's right, title and interest in and to all of the Premises, subject to those matters which are provided for in Section 4 hereof (the "**Deed**").

(b) Such additional documents as might be reasonably required by City or Escrow Agent to consummate the sale of the Premises to City.

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

(a) The cash payments required by Section 3,

(b) Such additional documents as might be reasonably required by YMCA or Escrow Agent to consummate the purchase of the Premises by the City.

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

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

10. Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * *

City Council Agenda Bill

Meeting Date: **February 19, 2013** Date Submitted: February 11, 2013

Originating Department: Admin Services

Clearances:

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

Subject: Amended and Restated Solid Waste Interlocal Agreement

Action Required: Approve Interlocal Agreement

Exhibits:

1. Amended and Restated Solid Waste Interlocal Agreement
2. Interlocal Agreement Frequently Asked Questions
3. Interlocal Agreement Definition of Terms

Budget: NA

Summary Statement

This is an Interlocal Agreement that amends and extends the current King County Solid Waste Interlocal Agreement from June 2028 to December 2040.

Background

In 1999 the Sammamish City Council approved the King County Solid Waste Interlocal Agreement of 1988. This Agreement provides a framework for coordination of our regional solid waste system. The Interlocal Agreement Expires in 2028. Over the last 2-years King County and the Metropolitan Solid Waste Management Advisory Committee have been working together to extend the Interlocal Agreement.

The proposed Interlocal Agreement extension includes:

- Extending the original Agreement by 12.5 years, from June 2028 through December 2040
- Addresses potential liabilities more effectively by establishing a protocol for payment of Environmental Liabilities, if and when they arise, including insurance and reserves.
- Protecting both Sammamish's and King County's general funds from Environmental Liabilities to the greatest extent feasible

- Commitment to the continued involvement of the Metropolitan Solid Waste Advisory Committee
- An expanded role for Cities in system planning, including long-term disposal alternatives and in establishing financial policies
- A dispute resolution process, which includes non-binding mediation
- An acknowledgment that solid waste facilities are regional facilities and host cities and neighboring cities may receive mitigation for impacts

Financial Impact:

The Agreement recognizes the need for improvements to our County-wide solid waste transfer system. Extending the Agreement to 2040 will facilitate long-term financing of those improvements. This will result in an estimated rate savings of $7.00 - $9.00 per ton of solid waste and system-wide savings of $4 million to $8 million per year.

Recommended Motion:

Move to approve Amended and Restated Solid Waste Interlocal Agreement.

Exhibit 1

AMENDED AND RESTATED SOLID WASTE INTERLOCAL AGREEMENT

This Amended and Restated Solid Waste Interlocal Agreement ("Agreement") is entered into between King County, a political subdivision of the State of Washington and the City of ___ _____, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and the City are referred to as the "Parties." This Agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated below:

King County: Ordinance No._____

City: _____

PREAMBLE

A. This Agreement is entered into pursuant to chapter 39.34 RCW for the purpose of extending, restating and amending the Solid Waste Interlocal Agreement between the Parties originally entered into in ____ (the "Original Agreement"). The Original Agreement provided for the cooperative management of Solid Waste in King County for a term of forty (40) years, through June 30, 2028. The Original Agreement is superseded by this Amended and Restated Agreement, as of the effective date of this Agreement. This Amended and Restated Agreement is effective for an additional twelve (12) years through December 31, 2040.

B. The Parties intend to continue to cooperatively manage Solid Waste and to work collaboratively to maintain and periodically update the existing King County

Comprehensive Solid Waste Management Plan (Comprehensive Plan) adopted pursuant to chapter 70.95 RCW.

C. The Parties continue to support the established goals of Waste Prevention and Recycling as incorporated in the Comprehensive Solid Waste Management Plan, and to meet or surpass applicable environmental standards with regard to the Solid Waste System.

D. The County and the Cities agree that System-related costs, including environmental liabilities, should be funded by System revenues which include but are not limited to insurance proceeds, grants and rates;

E. The County, as the service provider, is in the best position to steward funds System revenues that the County and the Cities intend to be available to pay for environmental liabilities; and

F. The County and the Cities recognize that at the time this Agreement goes into effect, it is impossible to know what the ultimate environmental liabilities could be; nevertheless, the County and the Cities wish to designate in this Agreement a protocol for the designation and distribution of funding for potential future environmental liabilities in order to protect the general funds of the County and the Cities.

G. The County began renting the Cedar Hills Landfill from the State of Washington in 1960 and began using it for Disposal of Solid Waste in 1964. The County acquired ownership of the Cedar Hills Landfill from the State in 1992. The Cedar Hills Landfill remains an asset owned by the County.

H. The Parties expect that the Cedar Hills Landfill will be at capacity and closed at some date during the term of this Agreement, after which time all Solid Waste under this Agreement will need to be disposed of through alternate means, as determined by the

Cities and the County through amendments to the Comprehensive Solid Waste Management Plan. The County currently estimates the useful life of the Cedar Hills Landfill will extend through 2025. It is possible that this useful life could be extended, or shortened, by System management decisions or factors beyond the control of the Parties.

I. The County intends to charge rent for the use of the Cedar Hills Landfill for so long as the System uses this general fund asset and the Parties seek to clarify terms relative to the calculation of the associated rent.

J. The County and Cities participating in the System have worked collaboratively for several years to develop a plan for the replacement or upgrading of a series of transfer stations. The Parties acknowledge that these transfer station improvements, as they may be modified from time-to-time, will benefit Cities that are part of the System and the County. The Parties have determined that the extension of the term of the Original Agreement by twelve (12) years as accomplished by this Agreement is appropriate in order to facilitate the long-term financing of transfer station improvements and to mitigate rate impacts of such financing.

K. The Parties have further determined that in order to equitably allocate the benefit to all System Users from the transfer station improvements, different customer classes may be established by the County to ensure System Users do not pay a disproportionate share of the cost of these improvements as a result of a decision by a city not to extend the term of the Original Agreement.

L. The Parties have further determined it is appropriate to strengthen and formalize the advisory role of the Cities regarding System operations.

The Parties agree as follows:

I. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

“Cedar Hills Landfill” means the landfill owned and operated by the County located in southeast King County.

“Cities” refers to all Cities that have signed an Amended and Restated Solid Waste Interlocal Agreement in substantially identical form to this Agreement.

"Comprehensive Solid Waste Management Plan" or “Comprehensive Plan” means the Comprehensive Solid Waste Management Plan, as approved and amended from time to time, for the System, as required by chapter 70.95.080 RCW.

“County” means King County, a Charter County and political subdivision of the State of Washington.

"Disposal" means the final treatment, utilization, processing, deposition, or incineration of Solid Waste but shall not include Waste Prevention or Recycling as defined herein.

“Disposal Rates” means the fee charged by the County to System Users to cover all costs of the System consistent with this Agreement, all state, federal and local laws governing solid waste and the Solid Waste Comprehensive Plan.

"Divert" means to direct or permit the directing of Solid Waste to Disposal sites other than the Disposal site(s) designated by King County.

"Energy/Resource Recovery" means the recovery of energy in a usable form from mass burning or refuse-derived fuel incineration, pyrolysis or any other means of using the heat of combustion of Solid Waste that involves high temperature (above 1,200 degrees F) processing. (chapter 173.350.100 WAC).

"Landfill" means a Disposal facility or part of a facility at which Solid Waste is placed in or on land and which is not a land treatment facility.

“Metropolitan Solid Waste Advisory Committee” or “MSWAC” means the advisory committee composed of city representatives, established pursuant to Section IX of this Agreement.

"Moderate Risk Waste" means waste that is limited to conditionally exempt small quantity generator waste and household hazardous waste as those terms are defined in chapter 173-350 WAC, as amended.

“Original Agreement” means the Solid Waste Interlocal Agreement first entered into by and between the Parties, which is amended and restated by this Agreement. “Original Agreements” means collectively all such agreements between Cities and the County in substantially the same form as the Original Agreement.

“Parties” means collectively the County and the City or Cities.

"Recycling" as defined in chapter 70.95.030 RCW, as amended, means transforming or remanufacturing waste materials into usable or marketable materials for use other than landfill Disposal or incineration.

“Regional Policy Committee” means the Regional Policy Committee created pursuant to approval of the County voters in 1993, the composition and responsibilities of which are prescribed in King County Charter Section 270 and chapter 1.24 King County Code, as they now exist or hereafter may be amended.

"Solid Waste" means all putrescible and nonputrescible solid and semisolid wastes including but not limited to garbage, rubbish, ashes, industrial wastes, swill, commercial waste, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged materials, discarded commodities and recyclable materials, but shall not include dangerous, hazardous, or extremely hazardous waste as those terms are defined in chapter 173-303 WAC, as amended; and shall further not include those

wastes excluded from the regulations established in chapter 173-350 WAC, more specifically identified in Section 173-350-020 WAC.

"Solid Waste Advisory Committee" or "SWAC" means the inter-disciplinary advisory forum or its successor created by the King County Code pursuant to chapter 70.95.165 RCW.

“System” includes King County’s Solid Waste facilities used to manage Solid Wastes which includes but is not limited to transfer stations, drop boxes, landfills, recycling systems and facilities, energy and resource recovery facilities and processing facilities as authorized by chapter 36.58.040 RCW and as established pursuant to the approved King County Comprehensive Solid Waste Management Plan.

“System User” or “System Users” means Cities and any person utilizing the County’s System for Solid Waste handling, Recycling or Disposal.

"Waste Prevention" means reducing the amount or type of waste generated. Waste Prevention shall not include reduction of already-generated waste through energy recovery, incineration, or otherwise.

II. PURPOSE

The purpose of this Agreement is to foster transparency and cooperation between the Parties and to establish the respective responsibilities of the Parties in a Solid Waste management System, including but not limited to, planning, Waste Prevention, Recycling, and Disposal. .

III. DURATION

This Agreement shall become effective as of _____, and shall remain in effect through December 31, 2040.

IV. APPROVAL

This Agreement will be approved and filed in accordance with chapter 39.34 RCW.

V. RENEGOTIATION TO FURTHER EXTEND TERM OF AGREEMENT

5.1 The Parties recognize that System Users benefit from long-term Disposal arrangements, both in terms of predictability of System costs and operations, and the likelihood that more cost competitive rates can be achieved with longer-term Disposal contracts as compared to shorter-term contracts. To that end, at least seven (7) years before the date that the County projects that the Cedar Hills Landfill will close, or prior to the end of this Agreement, whichever is sooner, the County will engage with MSWAC and the Solid Waste Advisory Committee, among others, to seek their advice and input on the Disposal alternatives to be used after closure of the Cedar Hills Landfill, associated changes to the System, estimated costs associated with the recommended Disposal alternatives, and amendments to the Comprehensive Solid Waste Management Plan necessary to support these changes. Concurrently, the Parties will meet to negotiate an extension of the term of the Agreement for the purpose of facilitating the long-term Disposal of Solid Waste after closure of the Cedar Hills Landfill. Nothing in this Agreement shall require the Parties to reach agreement on an extension of the term of this Agreement. If the Parties fail to reach agreement on an extension, the Dispute Resolution provisions of Section XIII do not apply, and this Agreement shall remain unchanged.

5.2 Notwithstanding any other provision in this Agreement to the contrary, the Parties may, pursuant to mutual written agreement, modify or amend any provision of this Agreement at any time during the term of said Agreement.

VI. GENERAL OBLIGATIONS OF PARTIES

6.1 King County

6.1.a Management. The County agrees to provide Solid Waste management services, as specified in this Section, for Solid Waste generated and collected within the City, except waste eliminated through Waste Prevention or waste recycling activities. The County agrees to dispose of or designate Disposal sites for all Solid Waste and Moderate Risk Waste generated and/or collected within the corporate limits of the City which is delivered to the System in accordance with all applicable Federal, State and local environmental health laws, rules, or regulations, as those laws are described in Subsection 8.5.a. The County shall maintain records as necessary to fulfill obligations under this Agreement.

6.1.b Planning. The County shall serve as the planning authority for Solid Waste and Moderate Risk Waste under this Agreement but shall not be responsible for planning for any other waste or have any other planning responsibility under this Agreement.

6.1.c Operation. King County shall be or shall designate or authorize the operating authority for transfer, processing and Disposal facilities, including public landfills and other facilities, consistent with the adopted Comprehensive Plan as well as closure and post-closure responsibilities for landfills which are or were operated by the County.

6.1.d Collection Service. The County shall not provide Solid Waste collection services within the corporate limits of the City, unless permitted by law and agreed to by both Parties.

6.1.e Support and Assistance. The County shall provide support and technical assistance to the City consistent with the Comprehensive Solid Waste Management Plan for a Waste Prevention and Recycling program. Such support may include the award of grants to support programs with System benefits. The County shall develop educational materials related to Waste Prevention and Recycling and strategies for maximizing the usefulness of the educational materials and will make these available to the City for its use. Although the County will not be required to provide a particular level of support or fund any City activities related to Waste Prevention and Recycling, the County intends to move forward aggressively to promote Waste Prevention and Recycling.

6.1.f Forecast. The County shall develop Solid Waste stream forecasts in connection with System operations as part of the comprehensive planning process in accordance with Article XI.

6.1.g Facilities and Services. The County shall provide facilities and services pursuant to the Comprehensive Solid Waste Management Plan and the Solid Waste Transfer and Waste Management plan as adopted and County Solid Waste stream forecasts.

6.1.h Financial Policies. The County will maintain financial policies to guide the System's operations and investments. The policies shall be consistent with this Agreement and shall address debt issuance, rate stabilization, cost containment, reserves, asset ownership and use, and other financial issues. The County shall primarily use long term bonds to finance transfer System improvements. The policies shall be developed and/or revised through

discussion with MSWAC, the Regional Policy Committee, the County Executive and the County Council. Such policies shall be codified at the same time as the Comprehensive Plan updates, but may be adopted from time to time as appropriate outside the Comprehensive Plan process.

6.2 City

6.2.a Collection. The City, an entity designated by the City or such other entity as is authorized by state law shall serve as operating authority for Solid Waste collection services provided within the City's corporate limits.

6.2.b Disposal. The City shall cause to be delivered to the County's System for Disposal all such Solid Waste and Moderate Risk Waste which is authorized to be delivered to the System in accordance with all applicable Federal, State and local environmental health laws, rules or regulations and is generated and/or collected within the corporate limits of the City and shall authorize the County to designate Disposal sites for the Disposal of all such Solid Waste and Moderate Risk Waste generated or collected within the corporate limits of the City, except for Solid Waste which is eliminated through Waste Prevention or waste Recycling activities consistent with the Comprehensive Solid Waste Management Plan. No Solid Waste generated or collected within the City may be Diverted from the designated Disposal sites without County approval.

6.3 JOINT RESPONSIBILITIES.

6.3.a Consistent with the Parties' overall commitment to ongoing communication and coordination, the Parties will endeavor to notify and coordinate with each other on the development of any City or County plan, facility, contract, dispute, or other Solid Waste issue that could have potential significant impacts on the County, the System, or the City or Cities.

6.3.b The Parties, together with other Cities, will coordinate on the development of emergency plans related to Solid Waste, including but not limited to debris management.

VII. COUNTY SHALL SET DISPOSAL RATES AND OPERATING RULES FOR DISPOSAL; USE OF SYSTEM REVENUES

7.1 In establishing Disposal Rates for System Users, the County shall consult with MSWAC consistent with Section IX. The County may adopt and amend by ordinance rates necessary to recover all costs of the System including but not limited to operations and maintenance, costs for handling, processing and Disposal of Solid Waste, siting, design and construction of facility upgrades or new facilities, Recycling, education and mitigation, planning, Waste Prevention, reserve funds, financing, defense and payment of claims, insurance, System liabilities including environmental releases, monitoring and closure of landfills which are or were operated by the County, property acquisition, grants to cities, and administrative functions necessary to support the System and Solid Waste handling services during emergencies as established by local, state and federal agencies or for any other lawful solid waste purpose, and in accordance with chapter 43.09.210 RCW. Revenues from Disposal rates shall be used only for such purposes. The County shall establish classes of customers for Solid Waste management services and by ordinance shall establish rates for classes of customers.

7.2. It is understood and agreed that System costs include payments to the County general fund for Disposal of Solid Waste at the Cedar Hills Landfill calculated in accordance with this Section 7.2, and that such rental payments shall be established based on use valuations provided to the County by an independent-third party Member, Appraisal Institute (MAI) certified appraiser selected by the County in consultation with MSWAC.

7.2.a A use valuation shall be prepared consistent with MAI accepted principles for the purpose of quantifying the value to the System of the use of Cedar Hills Landfill for Disposal of Solid Waste over a specified period of time (the valuation period). The County shall establish a schedule of annual use charges for the System's use of the Cedar Hills Landfill which shall not exceed the most recent use valuation. Prior to establishing the schedule of annual use charges, the County shall seek review and comment as to both the use valuation and the proposed payment schedule from MSWAC. Upon request, the County will share with and explain to MSWAC the information the appraiser requests for purposes of developing the appraiser's recommendation.

7.2.b Use valuations and the underlying schedule of use charges shall be updated if there are significant changes in Cedar Hills Landfill capacity as a result of opening new Disposal areas and as determined by revisions to the existing Cedar Hills Regional Landfill Site Development Plan; in that event, an updated appraisal will be performed in compliance with MAI accepted principles. Otherwise, a reappraisal will not occur. Assuming a revision in the schedule of use charges occurs based on a revised appraisal, the resulting use charges shall be applied beginning in the subsequent rate period.

7.2.c The County general fund shall not charge use fees or receive other consideration from the System for the System's use of any transfer station property in use as of the effective date of this Agreement. The County further agrees that the County general fund may not receive payments from the System for use of assets to the extent those assets are acquired with System revenues. As required by chapter 43.09.210 RCW, the System's use of assets acquired with the use of other separate County funds (e.g., the Roads Fund, or other funds)

will be subject to use charges; similarly, the System will charge other County funds for use of System property.

VIII. LIABILITY

8.1 Non-Environmental Liability Arising Out-of-County Operations. Except as provided in this Section, Sections 8.5 and 8.6, the County shall indemnify and hold harmless the City and shall have the right and duty to defend the City through the County's attorneys against any and all claims arising out of the County's operations during the term of this Agreement and settle such claims, provided that all fees, costs, and expenses incurred by the County thereby are System costs which may be satisfied from Disposal Rates as provided in Section VII herein. In providing such defense of the City, the County shall exercise good faith in such defense or settlement so as to protect the City's interest. For purposes of this Section "claims arising out of the County's operations" shall mean claims arising out of the ownership, control, or maintenance of the System, but shall not include claims arising out of the City's operation of motor vehicles in connection with the System or other activities under the control of the City which may be incidental to the County's operation. The provisions of this Section shall not apply to claims arising out of the sole negligence or intentional acts of the City. The provisions of this Section shall survive for claims brought within three (3) years past the term of this Agreement established under Section III.

8.2 Cooperation. In the event the County acts to defend the City against a claim under Section 8.1, the City shall cooperate with the County.

8.3 Officers, Agents, and Employees. For purposes of this Section VIII, references to City or County shall be deemed to include the officers, employees and agents of either Party,

acting within the scope of their authority. Transporters or generators of waste who are not officers or employees of the City or County are not included as agents of the City or County for purposes of this Section.

8.4 Each Party by mutual negotiation hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

8.5 Unacceptable Waste

8.5.a All waste generated or collected from within the corporate limits of the City which is delivered to the System for Disposal shall be in compliance with the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) (RCRA), chapters 70.95 and 70.105 RCW, King County Code Title 10, King County Board of Health Rules and Regulations, the Solid Waste Division operating rules, and all other Federal, State and local environmental health laws, rules or regulations that impose restrictions or requirements on the type of waste that may be delivered to the System, as they now exist or are hereafter adopted or amended.

8.5.b For purposes of this Agreement, the City shall be deemed to have complied with the requirements of Subsection 8.5.a if it has adopted an ordinance requiring waste delivered to the System for Disposal to meet the laws, rules, or regulations specified in Subsection 8.5.a. However, nothing in this Agreement is intended to relieve the City from any obligation or liability it may have under the laws mentioned in Subsection 8.5.a arising out of the City's actions other than adopting, enforcing, or requiring compliance with said ordinance, such as liability, if any exists, of the City as a transporter or generator for improper transport or Disposal of regulated dangerous waste. Any environmental liability the City may have for

releases of pollutants or hazardous or dangerous substances or wastes to the environment is dealt with under Sections 8.6 and 8.7.

8.5.c The City shall hold harmless, indemnify and defend the County for any property damages or personal injury caused solely by the City's failure to adopt an ordinance under Subsection 8.5.b. In the event the City acts to defend the County under this Subsection, the County shall cooperate with the City.

8.5.d The City shall make best efforts to include language in its contracts, franchise agreements, or licenses for the collection of Solid Waste within the City that allow for enforcement by the City against the collection contractor, franchisee or licensee for violations of the laws, rules, or regulations in Subsection 8.5.a. The requirements of this Subsection 8.5.d shall apply to the City's first collection contract, franchise, or license that becomes effective or is amended after the effective date of this Agreement.

8.5.d.i If waste is delivered to the System in violation of the laws, rules, or regulations in Subsection 8.5.a, before requiring the City to take any action under Subsection 8.5.d.ii, the County will make reasonable efforts to determine the parties' responsible for the violation and will work with those parties to correct the violation, consistent with applicable waste clearance and acceptance rules, permit obligations, and any other legal requirements.

8.5.d.ii If the violation is not corrected under Subsection 8.5.d.i and waste is determined by the County to have been generated or collected from within the corporate limits of the City, the County shall provide the City with written notice of the violation. Upon such notice, the City shall take immediate steps to remedy the violation and prevent similar future violations to the reasonable satisfaction of the County which may include but not be

limited to removing the waste and disposing of it in an approved facility; provided that nothing in this Subsection 8.5.d.ii shall obligate the City to handle regulated dangerous waste, as defined in WAC 173-351-200(1)(b)(i), and nothing in this Subsection shall relieve the City of any obligation it may have apart from this Agreement to handle regulated dangerous waste. If, in good faith, the City disagrees with the County regarding the violation, such dispute shall be resolved between the Parties using the Dispute Resolution process in Section XII or, if immediate action is required to avoid an imminent threat to public health, safety or the environment, in King County Superior Court. Each Party shall be responsible for its own attorneys' fees and costs. Failure of the City to take the steps requested by the County pending Superior Court resolution shall not be deemed a violation of this Agreement; provided, however, that this shall not release the City for damages or loss to the County arising out of the failure to take such steps if the Court finds a City violation of the requirements to comply with applicable laws set forth in Subsection 8.5.a.

8.6 Environmental Liability.

8.6.a Neither the County nor the City holds harmless or indemnifies the other with regard to any liability arising under 42 U.S.C. § 9601-9675 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) or as hereafter amended or pursuant to chapter 70.105D RCW (MTCA) or as hereafter amended and any state legislation imposing liability for System-related cleanup of contaminated property from the release of pollutants or hazardous or dangerous substances and/or damages resulting from property contaminated from the release of pollutants or hazardous or dangerous substances ("Environmental Liabilities").

8.6.b Nothing in this Agreement is intended to create new Environmental Liability nor release any third-party from Environmental Liability. Rather, the intent is to protect the general funds of the Parties to this Agreement by ensuring that, consistent with best business practices, an adequate portion of Disposal Rates being collected from the System Users are set aside and accessible in a fair and equitable manner to pay the respective County and City's Environmental Liabilities.

8.6.c The purpose of this Subsection is to establish a protocol for the setting aside, and subsequent distribution of, Disposal Rates intended to pay for Environmental Liabilities of the Parties, if and when such liabilities should arise, in order to safeguard the Parties' general funds. To do so, the County shall:

8.6.c.i Use Disposal Rates to obtain and maintain, to the extent commercially available under reasonable terms, insurance coverage for System-related Environmental Liability that names the City as an Additional Insured. The County shall establish the adequacy, amount and availability of such insurance in consultation with MSWAC. Any insurance policy in effect on the termination date of this Agreement with a term that extends past the termination date shall be maintained until the end of the policy term.

8.6.c.ii Use Disposal Rates to establish and maintain a reserve fund to help pay the Parties' Environmental Liabilities not already covered by System rates or insurance maintained under Subsection 8.6.c.i above ("Environmental Reserve Fund"). The County shall establish the adequacy of the Environmental Reserve Fund in consultation with MSWAC and consistent with the financial policies described in Article VI. The County shall retain the Environmental Reserve Fund for a minimum of 30 years following the closure of the Cedar Hills Landfill (the "Retention Period"). During the Retention Period, the Environmental Reserve Fund

shall be used solely for the purposes for which it was established under this Agreement. Unless otherwise required by law, at the end of the Retention Period, the County and Cities shall agree as to the disbursement of any amounts remaining in the Environmental Reserve Fund. If unable to agree, the County and City agree to submit disbursement to mediation and if unsuccessful to binding arbitration in a manner similar to Section 39.34.180 RCW to the extent permitted by law.

8.6.c.iii Pursue state or federal grant funds, such as grants from the Local Model Toxics Control Account under chapter 70.105D.070(3) RCW and chapter 173-322 WAC, or other state or federal funds as may be available and appropriate to pay for or remediate such Environmental Liabilities.

8.6.d If the funds available under Subsections 8.6.c.i-iii are not adequate to completely satisfy the Environmental Liabilities of the Parties to this Agreement then to the extent feasible and permitted by law, the County will establish a financial plan including a rate schedule to help pay for the County and City's remaining Environmental Liabilities in consultation with MSWAC.

8.6.e The County and the City shall act reasonably and quickly to utilize funds collected or set aside through the means specified in Subsections 8.6.c.i-iii and 8.6.d to conduct or finance response or clean-up activities in order to limit the County and City's exposure, or in order to comply with a consent decree, administrative or other legal order. The County shall notify the City within 30 days of any use of the reserve fund established in 8.6.c.iii.

8.6.f In any federal or state regulatory proceeding, and in any action for contribution, money expended by the County from the funds established in Subsections 8.6.c.i-iii and 8.6.d. to pay the costs of remedial investigation, cleanup, response or other action required

pursuant to a state or federal laws or regulations shall be considered by the Parties to have been expended on behalf and for the benefit of the County and the Cities.

8.6.g In the event that the funds established as specified in Subsections 8.6.c.i-iii and 8.6.d are insufficient to cover the entirety of the County and Cities' collective Environmental Liabilities, the funds described therein shall be equitably allocated between the County and Cities to satisfy their Environmental Liabilities. Factors to be considered in determining "equitably allocated" may include the size of each Party's System User base and the amount of rates paid by that System User base into the funds, and the amount of the Solid Waste generated by the Parties' respective System Users. Neither the County nor the Cities shall receive a benefit exceeding their Environmental Liabilities.

8.7 The County shall not charge or seek to recover from the City any costs or expenses for which the County indemnified the State of Washington in Exhibit A to the Quitclaim Deed from the State to the County for the Cedar Hills Landfill, dated February 24, 1993, to the extent such costs are not included in System costs.

IX. CITY ADVISORY COMMITTEE

9.1 There is hereby created an advisory committee comprised of representatives from cities, which shall be known as the Metropolitan Solid Waste Advisory Committee ("MSWAC"). The City may designate a representative and alternate(s) to serve on MSWAC. MSWAC shall elect a chair and vice-chair and shall adopt bylaws to guide its deliberations. The members of MSWAC shall serve at the pleasure of their appointing bodies and shall receive no compensation from the County.

9.2 MSWAC is the forum through which the Parties together with other cities participating in the System intend to discuss and seek to resolve System issues and concerns. MSWAC shall assume the following advisory responsibilities:

9.2.a Advise the King County Council, the King County Executive, Solid Waste Advisory Committee, and other jurisdictions as appropriate, on all policy aspects of Solid Waste management and planning;

9.2.b Consult with and advise the County on technical issues related to Solid Waste management and planning;

9.2.c Assist in the development of alternatives and recommendations for the Comprehensive Solid Waste Management Plan and other plans governing the future of the System, and facilitate a review and/or approval of the Comprehensive Solid Waste Management Plan by each jurisdiction;

9.2.d Assist in the development of proposed interlocal Agreements between King County and cities for planning, Waste Prevention and Recycling, and waste stream control;

9.2.e Review and comment on Disposal Rate proposals and County financial policies;

9.2.f Review and comment on status reports on Waste Prevention, Recycling, energy/resources recovery, and System operations with inter-jurisdictional impact;

9.2.g Promote information exchange and interaction between waste generators, cities, recyclers, and the County with respect to its planned and operated Disposal Systems;

9.2.h Provide coordination opportunities among the Solid Waste Advisory Committee, the Regional Policy Committee, the County, cities, private waste haulers, and recyclers;

9.2.i Assist cities in recognizing municipal Solid Waste responsibilities, including collection and Recycling, and effectively carrying out those responsibilities; and

9.2.j Provide input on such disputes as MSWAC deems appropriate.

9.3 The County shall assume the following responsibilities with respect to MSWAC;

9.3.a The County shall provide staff support to MSWAC;

9.3.b In consultation with the chair of MSWAC, the County shall notify all cities and their designated MSWAC representatives and alternates of the MSWAC meeting times, locations and meeting agendas. Notification by electronic mail or regular mail shall meet the requirements of this Subsection;

9.3.c The County will consider and respond on a timely basis to questions and issues posed by MSWAC regarding the System, and will seek to resolve those issues in collaboration with the Cities. Such issues shall include but are not limited to development of efficient and accountable billing practices; and

9.3.d. The County shall provide all information and supporting documentation and analyses as reasonably requested by MSWAC for MSWAC to perform the duties and functions described in Section 9.2.

X. FORUM INTERLOCAL AGREEMENT

10.1 As of the effective date of this Agreement, the *Forum Interlocal Agreement* and *Addendum to* Solid Waste Interlocal Agreement *and Forum Interlocal Agreement* by and between the City and County continue through June 30, 2028. After 2028 responsibilities assigned to the Forum shall be assigned to the Regional Policy Committee. The Parties agree that Solid Waste System policies and plans shall continue to be deemed regional countywide policies

and plans that shall be referred to the Regional Policy Committee for review consistent with King County Charter Section 270.30 and chapter 1.24 King County Code.

XI. COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

11.1 King County is designated to prepare the Comprehensive Solid Waste Management Plan (Comprehensive Plan) and this plan shall include the City's Solid Waste Management Comprehensive Plan pursuant to chapter 70.95.080(3) RCW.

11.2 The Comprehensive Plan shall be reviewed and any necessary revisions proposed. The County shall consult with MSWAC to determine when revisions are necessary. King County shall provide services and build facilities in accordance with the adopted Comprehensive Plan.

11.3 The Comprehensive Plans will promote Waste Prevention and Recycling in accordance with Washington State Solid Waste management priorities pursuant to chapter 70.95 RCW, at a minimum.

11.4 The Comprehensive Plans will be prepared in accordance with chapter 70.95 RCW and Solid Waste planning guidelines developed by the Department of Ecology. The plan shall include, but not be limited to:

11.4.a Descriptions of and policies regarding management practices and facilities required for handling all waste types;

11.4.b Schedules and responsibilities for implementing policies;

11.4.c Policies concerning waste reduction, Recycling, Energy and Resource Recovery, collection, transfer, long-haul transport, Disposal, enforcement and administration; and

11.4.d Operational plan for the elements discussed in Item c above.

11.5 The cost of preparation by King County of the Comprehensive Plan will be considered a cost of the System and financed out of the rate base.

11.6 The Comprehensive Plans will be “adopted” within the meaning of this Agreement when the following has occurred:

11.6.a The Comprehensive Plan is approved by the King County Council; and

11.6.b The Comprehensive Plan is approved by cities representing three-quarters of the population of the incorporated population of jurisdictions that are parties to the Forum Interlocal Agreement. In calculating the three-quarters, the calculations shall consider only those incorporated jurisdictions taking formal action to approve or disapprove the Comprehensive Plan within 120 days of receipt of the Plan. The 120-day time period shall begin to run from receipt by an incorporated jurisdiction of the Forum's recommendation on the Comprehensive Plan, or, if the Forum is unable to make a recommendation, upon receipt of the Comprehensive Plan from the Forum without recommendation.

11.7 Should the Comprehensive Plan be approved by the King County Council, but not receive approval of three-quarters of the cities acting on the Comprehensive Plan, and should King County and the cities be unable to resolve their disagreement, then the Comprehensive Plan shall be referred to the State Department of Ecology and the State Department of Ecology will resolve any disputes regarding Comprehensive Plan adoption and adequacy by approving or disapproving the Comprehensive Plan or any part thereof.

11.8 King County shall determine which cities are affected by any proposed amendment to the Comprehensive Plan. If any City disagrees with such determination, then the City can request that the Forum determine whether or not the City is affected. Such

determination shall be made by a two-thirds majority vote of all representative members of the Forum.

11.9 Should King County and the affected jurisdictions be unable to agree on amendments to the Comprehensive Plan, then the proposed amendments shall be referred to the Department of Ecology to resolve any disputes regarding such amendments.

11.10 Should there be any impasse between the Parties regarding Comprehensive Plan adoption, adequacy, or consistency or inconsistency or whether any permits or programs adopted or proposed are consistent with the Comprehensive Plan, then the Department of Ecology shall resolve said disputes.

XII. MITIGATION

12.1 The County will design, construct and operate Solid Waste facilities in a manner to mitigate their impact on host Cities and neighboring communities pursuant to applicable law and regulations.

12.2 The Parties recognize that Solid Waste facilities are regional facilities. The County further recognizes that host Cities and neighboring communities may sustain impacts which can include but are not limited to local infrastructure, odor, traffic into and out of Solid Waste facilities, noise and litter.

12.3 Collaboration in Environmental Review. In the event the County is the sole or co-Lead Agency, then prior to making a threshold determination under the State Environmental Policy Act (SEPA), the County will provide a copy of the SEPA environmental checklist, if any, and proposed SEPA threshold determination to any identifiable Host City (as defined below) and adjacent or neighboring city that is signatory to the Agreement and that may be affected by the

project ("Neighboring City") and seek their input. For any facility for which the County prepares an Environmental Impact Statement (EIS), the County will meet with any identified potential Host City (as defined below) and any Neighboring City to seek input on the scope of the EIS and appropriate methodologies and assumptions in preparing the analyses supporting the EIS. However, nothing in this Section shall limit or impair the County's ability to timely complete the environmental review process.

12.4 Collaboration in Project Permitting. If a new or reconstructed Solid Waste facility is proposed to be built within the boundaries of the City ("Host City") and the project requires one or more "project permits" as defined in chapter 36.70B.020(4) RCW from the Host City, before submitting its first application for any of the project permits, the County will meet with the Host City and any Neighboring City, to seek input. However, nothing in this Section shall limit or impair the County's ability to timely submit applications for or receive permits, nor waive any permit processing or appeal timelines.

12.5 Separately, the County and the City recognize that in accordance with 36.58.080 RCW, a city is authorized to charge the County to mitigate impacts directly attributable to a County-owned Solid Waste facility. The County acknowledges that such direct costs include wear and tear on infrastructure including roads. To the extent that the City establishes that such charges are reasonably necessary to mitigate such impacts, payments to cover such impacts may only be expended only to mitigate such impacts and are System costs. If the City believes that it is entitled to mitigation under this Agreement, the City may request that the County undertake a technical analysis regarding the extent of impacts authorized for mitigation. Upon receiving such a request, the County, in coordination with the City and any necessary technical consultants, will develop any analysis that is reasonable and appropriate to identify impacts. The cost for such

analysis is a System cost. The City and County will work cooperatively to determine the appropriate mitigation payments and will document any agreement in a Memorandum of Agreement. If the City and the County cannot agree on mitigation payments, the dispute resolution process under chapter 36.58.080 RCW will apply rather than the dispute resolution process under Section XII of the Agreement.

XIII. DISPUTE RESOLUTION

13.1 Unless otherwise expressly stated, the terms of this Section XIII shall apply to disputes arising under this Agreement.

13.2 Initial Meeting.

13.2.a Either Party shall give notice to the other in writing of a dispute involving this Agreement.

13.2.b Within ten (10) business days of receiving or issuing such notice, the County shall send an email notice to all Cities.

13.2.c Within ten (10) business days of receiving the County's notice under Subsection 13.2.b, a City shall notify the County in writing or email if it wishes to participate in the Dispute Resolution process.

13.2.d Within not less than twenty-one (21) days nor more than thirty (30) days of the date of the initial notice of dispute issued under Subsection 13.2.a, the County shall schedule a time for staff from the County and any City requesting to participate in the dispute resolution process ("Participating City") to meet (the "initial meeting"). The County shall endeavor to set such initial meeting a time and place convenient to all Participating Cities and to the County.

13.3 Executives' Meeting.

13.3.a If the dispute is not resolved within sixty (60) days of the initial meeting, then within seven (7) days of expiration of the sixty (60)-day period, the County shall send an email notice to all Participating Cities that the dispute was not resolved and that a meeting of the County Executive, or his/her designee and the chief executive officer(s) of each Participating City, or the designees of each Participating City (an "executives' meeting") shall be scheduled to attempt to resolve the dispute. It is provided, however, that the County and the Participating Cities may mutually agree to extend the sixty (60)-day period for an additional fifteen (15) days if they believe further progress may be made in resolving the dispute, in which case, the County's obligation to send its email notice to the Participating Cities under this Subsection that the dispute was not resolved shall be within seven (7) days of the end of the extension. Likewise, the County and the Participating Cities may mutually conclude prior to the expiration of the sixty (60)-day period that further progress is not likely in resolving the dispute at this level, in which case, the County shall send its email notice that the dispute was not resolved within seven (7) days of the date that the County and the Participating Cities mutually concluded that further progress is not likely in resolving the dispute.

13.3.b Within seven (7) days of receiving the County's notice under Subsection 13.3.a each Participating City shall notify the County in writing or email if it wishes to participate in the executives' meeting.

13.3.c Within not less than twenty-one (21) days nor more than thirty (30) days of the date of the notice of the executives' meeting issued under Subsection 13.3.a, the County shall schedule a time for the executives' meeting. The County shall endeavor to set such

executives' meeting a time and place convenient to all Participating Cities that provided notice under Subsection 13.3.b and to the County.

13.4. Non-Binding Mediation.

13.4.a If the dispute is not resolved within thirty (30) days of the executives' meeting, then any Participating City that was Party to the executives' meeting or the County may refer the matter to non-binding meditation by sending written notice within thirty-five (35) days of the initial executives' meeting to all Parties to such meeting.

13.4.b Within seven (7) days of receiving or issuing notice that a matter will be referred to non-binding mediation, the County shall send an email notice to all Participating Cities that provided notice under Subsection 13.3.b informing them of the referral.

13.4.c Within seven (7) days of receiving the County's notice under Subsection 13.4.b, each Participating City shall notify the County in writing if it wishes to participate in the non-binding mediation.

13.4.d The mediator will be selected in the following manner: The City(ies) electing to participate in the mediation shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two mediators shall select a third mediator who shall mediate the dispute. Alternately, the City(ies) participating in the mediation and the County may agree to select a mediator through a mediation service mutually acceptable to the Parties. The Parties to the mediation shall share equally in the costs charged by the mediator or mediation service. For purposes of allocating costs of the mediator or mediation service, all Cities participating in the mediation will be considered one Party.

13.5 Superior Court. Any Party, after participating in the non-binding mediation, may commence an action in King County Superior Court after one hundred eighty (180) days from

the commencement of the mediation, in order to resolve an issue that has not by then been resolved through non-binding mediation, unless all Parties to the mediation agree to an earlier date for ending the mediation.

13.6 Unless this Section XIII does not apply to a dispute, then the Parties agree that they may not seek relief under this Agreement in a court of law or equity unless and until each of the procedural steps set forth in this Section XIII have been exhausted, provided, that if any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps in this Section XIII, a Party may file suit to preserve a cause of action while the Dispute Resolution process continues. The Parties agree that, if necessary and if allowed by the court, they will seek a stay of any such suit while the Dispute Resolution process is completed. If the dispute is resolved through the Dispute Resolution process, the Parties agree to dismiss the lawsuit, including all claims, counterclaims, and cross-claims, with prejudice and without costs to any Party.

XIV. FORCE MAJEURE

The Parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an unforeseeable event beyond the control of either Party ("force majeure"). The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, or labor disputes, causing the inability to perform the requirements of this Agreement, if either Party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to

the other Party, such obligation or condition shall be suspended only for the time and to the extent practicable to restore normal operations.

XV. MERGER

This Agreement merges and supersedes all prior negotiations, representation and/or agreements between the Parties relating to the subject matter of this Agreement and constitutes the entire contract between the Parties [except with regard to the provisions of the Forum Interlocal Agreement]; provided that nothing in Section XV supersedes or amends any indemnification obligation that may be in effect pursuant to a contract between the Parties other than the Original Agreement; and further provided that nothing in this Agreement supersedes, amends or modifies in any way any permit or approval applicable to the System or the County's operation of the System within the jurisdiction of the City.

XVI. WAIVER

No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or a different provision of this Agreement.

XVII. THIRD PARTY BENEFICIARY

This Agreement is not entered into with the intent that it shall benefit any other entity or person except those expressly described herein, and no other such person or entity shall be entitled to be treated as a third-party beneficiary of this Agreement.

XVIII. SURVIVABILITY

Except as provided in Section 8.1, 8.2, 8.3, Section 8.6.c, except 8.6.ciii and Section 8.6d, no obligations in this Agreement survive past the expiration date as established in Section III.

XIX. NOTICE

Except as otherwise provided in this Agreement, a notice required to be provided under the terms of this Agreement shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City:

For the County:

Director
King County Solid Waste Division
201 South Jackson Street, Suite 701
Seattle, Washington 98104

IN WITNESS WHEREOF, this Agreement has been executed by each Party on the date set forth below:

CITY of	KING COUNTY
_____	_____
(Mayor/City Manager)	King County Executive
_____	_____
Date	Date
_____	_____
Clerk-Attest	Clerk-Attest
Approved as to form and legality	Approved as to form and legality
_____	_____
City Attorney	King County Deputy Prosecuting Attorney
_____	_____
Date	Date

Exhibit 2

Amended and Restated Solid Waste Interlocal Agreement between King County and Cities

Frequently Asked Questions

1. *What is the timeframe for Cities to adopt the new ILA?*
   By mid-2014 the Solid Waste Division will propose rates for the 2015/16 rate period. Financial policies developed in collaboration with the Metropolitan Solid Waste Advisory Committee will inform the rate study. To allow sufficient time to develop those policies and complete the rate study, the County needs each City to act on the ILA by April 30, 2013.

2. *What is the purpose of the non-binding statement of interest?*
   The County is asking each City to provide a non-binding statement of interest that indicates likely participation in the new ILA by January 31, 2013. This information will be helpful to the County as it moves forward with a variety of planning efforts, including updating the Draft Comprehensive Solid Waste Management Plan.

3. *What are the capital project financing needs in 2013 and 2014?*
   Presently, the division has $75 million in Bond Anticipation Notes (BANs) that will expire on February 28, 2012. Those BANs will be converted to long-term bonds. Later in 2013, an additional $13 million will be required for anticipated capital project expenditures. In 2014, it is anticipated that $35 million will be needed.

4. *How does City participation in the new ILA affect capital project financing?*
   Financing for transfer system capital improvements will be primarily by long-term bonds. Ensuring adequate revenue to repay the bonds is critical and that revenue is directly dependent on City participation in the system. If enough cities sign the extended ILA, the County will issue bonds of 20 years or longer (out to 2040), which will mean lower per ton fees. Conversely, if cities do not choose to extend the ILA, bonds will only be issued out to 2028, which will increase rates. A mix of longer and shorter bonds may be possible if some cities extend the ILA and others do not.

5. *What are the implications for a City that chooses not to sign the new ILA?*
   Cities that choose to remain with the original ILA that expires in 2028 will pay rates that include the additional amount needed to pay for the shorter bonds. The additional amount will be in the range of $7 to $9 per ton. Cities that choose to remain with the original ILA will also not receive the benefits of the new ILA, including those related to potential environmental liability.

6. *How long do cities have to adopt the new ILA?*
   In order to move forward with development of financial policies that will inform the 2015/16 rate period and other planning efforts, the County needs each City by April 30, 2013 to decide whether to sign the new ILA.

7. *How would insurance coverage and liability reserves be established?*
   The insurance coverage and liability reserves provided for under the new ILA would be established based on what is commercially available and determined appropriate in consultation with the Metropolitan Solid Waste Advisory Committee (MSWAC - note that the name of this committee changes in the new ILA from the Metropolitan Solid Waste Management Advisory Committee or MSWMAC).

Amended and Restated Solid Waste Interlocal Agreement between King County and Cities

Frequently Asked Questions

8. *Does this ILA lock Cities into the current Transfer System Plan?*
   No. In the new ILA the County commits to provide facilities and services pursuant to adopted plans. The ILA also acknowledges that plans for transfer station improvements may be modified.

9. *How does the ILA relate to the comprehensive solid waste management plan?*
   The ILA provides a framework for Cities and the County to work collaboratively to maintain and update the comprehensive solid waste management plan and for adoption of the plan. Specific policies, plans, and strategies are not included in the ILA.

10. *What about disposal after Cedar Hills closes?*
    The ILA provides a framework for Cities and the County to plan for disposal post-Cedar Hills. At least seven years before the date that the landfill is projected to close, the County will seek advice and input from MSWAC and others on disposal alternatives.

11. *Does the new ILA address Cedar Hills landfill rent?*
    The ILA establishes a clear process for rent for Cedar Hills, limiting when rental payments can be changed, requiring a certified appraisal process be followed, and seeking review and comment from the Cities. It clearly states that the solid waste system shall not pay rent to the general fund for use of other county properties for transfer stations.

12. *What if my City has more questions about this new ILA?*
    If you have any questions or would like to schedule a briefing, please call or email Pat McLaughlin at 206-296-4385 or pat.mclaughlin@kingcounty.gov.

Exhibit 3

Amended and Restated Solid Waste Interlocal Agreement between King County and Cities

ILA Term Sheet

- **Accountability**
- **Transparency**
- **Durability: address long-term needs**
- **Simplicity**

Part I: Contract Term, Capital Financing, and Ability to Terminate Agreement in Advance	
Contract Term	ILA is extended 12.5 years, through December 2040. As of June 2012, there would be 28.5 years remaining on the contract.
Bond Term How long could the financing term be for bonds funding the Transfer Station improvement plan?	20 to 28 years, depending on when each series of bonds to finance the transfer station projects is issued.
Disposal Fees (tonnage rates)	Significantly lower cost per ton is possible as compared to the "no extension" option The longer the term, the higher the total price paid for the improvements (more interest paid).
Negotiated ILA Extension	An ILA extension is likely to be necessary at some point during the term of the amended ILA in order to accommodate a cost-effective long-term disposal solution after Cedar Hills closes. The ILA will include language describing the parties' intent to enter into negotiations to extend the ILA before Cedar Hills closes, but after such time as the region has made a decision on the long-term disposal option; that decision will require amending the Comprehensive Solid Waste Management Plan (CSWMP). The parties could choose to begin the negotiations before ratification of the CSWMP amendment is complete. The amended ILA cannot compel either party to agree to a future extension of the term.
If Cedar Hills closes on schedule (2025), what happens if the ILA is <u>not</u> extended again?	The County would have to provide disposal at another location for 15 years (2025 through 2040). The City will continue to be part of the County system during that time. This is a relatively short time period and as a result the assumption is that costs would likely be considerably more expensive than disposal at Cedar Hills.
Early Termination Will cities have the ability to terminate the ILA early?	No. If a city has the ability to terminate the ILA early, the County will, in exchange, need to be able to recoup from that city, at a minimum, all the debt service costs associated with the terminating city's share of the transfer station system upgrades. Not included because the cost of prepaying debt service for a city's share of transfer station system improvements is likely to be so expensive that no city would choose

	to exercise this option. It would imply the city would prepay for a 50-year asset after a few years, and, the terminating city would not be assured of having access to the system assets after leaving.
What if some cities don't agree to extend the ILA?	Non-extending cities would be in a different customer class than extending cities. Non-extending cities would be charged rates to ensure their portion of transfer station debt is fully repaid by June 2028. As a result, their rates would be $7-$9 per ton higher than for cities extending the ILA.
Part 2: Governance	
Cities Advisory Committee	The Cities advisory committee (MSWMAC) is memorialized within the ILA as the Metropolitan Solid Waste Advisory Committee (MSWAC). Its structure and operations are no longer controlled by County Code. It has the same composition, same rules as today: • Each city may appoint a delegate and alternates to MSWAC. • MSWAC retains its existing responsibilities. • MSWAC will elect a chair and vice-chair, and adopt its own bylaws. • MSWAC will be staffed by the County. • MSWAC remains an advisory body. It will coordinate with the Solid Waste Advisory Committee (SWAC) and provide advice to SWAC as it deems appropriate. MSWAC will also provide recommendations to the County Executive, County Council, and other entities. The County agrees to consider and respond on a timely basis to questions and issues from MSWAC, including but not limited to development of efficient and accountable billing practices.
Regional Policy Committee (RPC)	The role of the RPC is not affected by the amended and restated ILA. The RPC will retain its current charter role in acting on Comprehensive Solid Waste Management Plan (CSWMP) amendments and financial policies. Its existing responsibilities as the Solid Waste Interlocal Forum will continue through the end of the current ILA in June 2028. After 2028 those responsibilities will go to the RPC.
Part 3: Comprehensive Solid Waste Management Plan	
Process The CSWMP is reviewed and amended as needed. Several years before the Cedar Hills Landfill closes, the CSWMP will be amended to include language defining the regional disposal option.	The ILA will confirm current practice that the County Council acts to approve the CSWMP *subject to ratification*, in the same way that Countywide Planning Policies are now first approved by the County and then subject to ratification. The County will act after seeking input from MSWAC, among others. Once the County action is effective, the ratification period would run for 120 days.

Amended and Restated Solid Waste Interlocal Agreement between King County and Cities

ILA Term Sheet

Ratification Requirement The current ILA requires that jurisdictions representing 75% of the contract city population must approve CSWMP changes. The 75% is determined based on those cities taking a position.	The negotiating team considered modifying the ratification requirement. Because of the difficulties of administering two different ratification processes if some cities extend and others do not, the current process was left unchanged. It has been used several times over the term of the agreement without significant problems.
Part 4: Other Issues	
Parties Obligations to Communicate	The parties will endeavor to notify each other in the event of the development of any plan, contract, dispute, use of environmental liability funds or other solid waste issue that could have potential significant impacts on the City and/or Cities, the County and/or the regional solid waste system.
Emergency Planning	The County and the cities will coordinate on the development of emergency plans related to solid waste, including but not limited to debris management.
Grants	The ILA will include a provision confirming that grants to cities in support of programs that benefit the Solid Waste system are a permissible use of system revenues.
Mitigation	The ILA will acknowledge that solid waste facilities are regional facilities and host cities and neighboring cities may sustain impacts for which there are three types of mitigation: 1. When **new facilities** are sited, or **existing facilities are reconstructed**, mitigation will be determined with advance input from host communities and neighboring cities, and per state law. The County will collaborate with potential host cities and neighboring cities in advance of both the environmental review and permitting processes, including seeking advance input from such cities as to potential impacts that should be addressed in scoping of environmental studies/documents, or in developing permit applications. 2. With respect to **existing facilities**, the County will continue the full range of operational mitigation activities required under law (odor and noise control, maintenance, litter cleanup, etc.). 3. The ILA will recognize the rights of cities to **charge the County for direct impacts** from operations consistent with State law (RCW 36.58.080). Cities that believe they are entitled to such mitigation may request the County undertake technical studies to determine the extent of such impacts; the County will undertake analysis it determines is reasonable and appropriate. The costs of such studies will be System costs. Dispute resolution would occur per the state statute provision, rather than the ILA dispute resolution provisions. Cities retain their full regulatory authority with respect to design, construction or operation of facilities within their jurisdiction.

Amended and Restated Solid Waste Interlocal Agreement between King County and Cities

ILA Term Sheet

Cedar Hills Landfill Rent The County began leasing the Cedar Hills Landfill from the state in 1960 at a time when the solid waste function was still part of County General Fund operations. Throughout the '60s, '70s and into the '80s, the solid waste system was operated as part of the General Fund through a mix of County General Fund monies and solid waste fees. In 1983, the County formally began the effort to transform the solid waste system from a General Fund operation to a self-sustaining utility enterprise, fully funded from system revenues-- primarily tipping fees charged at the Cedar Hills Landfill. The Landfill was acquired by the General Fund from the state in 1992 and remains a General Fund asset. The General Fund began charging the Division for the use of this asset in 2004.	The ILA will acknowledge that rent is charged to the Division for use of the Cedar Hills Landfill, and clarify how the rent will be determined. The County will continue to charge the Solid Waste System rent for use of the Cedar Hills Landfill. The Landfill is a General Fund asset. The ILA will ensure that Landfill rent will be based on third party professional valuations using accepted MAI valuation principles. Cities will have input into the selection of the appraiser and will have an opportunity to review and comment on data inputs provided by the System to the appraiser for purposes of conducting the appraisal. The December 2011 appraisal setting the rent value for the period from 2013 through 2025 (the current estimated end of the Landfill's useful life) will be adjusted downward to ensure that the System is not charged for Landfill capacity that was included and paid for by the System per the previous (2004) appraisal. The same adjustment will be made with respect to any future appraisal. The ILA will define a clear process by which the value of Cedar Hills to the Division, and the associated rent, may be revalued during the Agreement, and will ensure engagement of MSWAC in that process. Rent costs are an operating cost to the Division that will be incorporated into solid waste rates. MSWAC will have input on all rate proposals, as well as the specific schedule of rent payments derived from the new appraisal. The County will commit to not charge General Fund rent for any transfer station property now in use, and will not charge General Fund rent for assets acquired in the future solely from System revenues. Assets owned by other County funds (e.g., the Roads Division, or other funds) will be subject to rent (and vice versa). Any revenue generated from System owned assets will be treated as revenues of the System.
Financial Policies	The County will develop financial policies to guide the Division's operations and investments. The policies will address debt issuance, cost containment, reserves, asset ownership and use, and other financial issues. The policies will be developed through discussion with MSWAC, RPC, the County Executive and the County Council. Such policies will periodically be codified at the same time as CSWMP updates, but may be adopted from time to time as appropriate outside the CSWMP update cycle.
Dispute Resolution	The ILA will replace the current dispute resolution provisions involving State DOE (State DOE is not willing to serve the role ascribed to it in the current ILA) with more standard provisions, similar to those used in other multi-party County ILAs. In event of a dispute, the first step will be for staff from the parties to meet. If the issue is not resolved, then the City Manager/Administrator from the city(ies) and the County Executive will meet. If the issue is still not resolved, non-binding mediation may be pursued if any party so chooses, prior to pursuing formal legal action. All cities will be notified of disputes at each step, and may join the dispute if they so choose. Costs of mediation will be split, with the cities (all those participating in the matter) paying half of the costs and the County paying half of the costs.

Amended and Restated Solid Waste Interlocal Agreement between King County and Cities

ILA Term Sheet

Liability	SCA Principles as agreed to by Executive Constantine form the basis for the Environmental Liability section. The County and the Cities agree that System-related costs, including environmental liabilities, should be funded by System revenues which include but are not limited to insurance proceeds, grants and rates. A protocol for payment of liabilities if and when they arise is established including: • Insurance, if commercially available with cities as additional insured • Any reserves established for environmental liability shall survive for 30 years after the closure of the Cedar Hills Landfill. • Grants to the extent available • Developing a financial plan including a rate schedule in consultation with MSWAC Specific language is included indicating it is the intent of the parties to protect their general funds from Environmental Liabilities to the greatest extent feasible.
Severability	Team agreed not to include a severability section. Effect is that in the event one section of the contract is found to be invalid the Parties will need to meet to discuss how to remedy the issue
Survivability	No obligations of the agreement shall survive the expiration of the contract except portions of the liability section including: • A three year obligation for tort related operational liability • Any insurance in effect at the end of the agreement shall continue for the term of the policy • Reserve fund is retained for 30 years following Cedar Hills closure
Flow Control	Language in Section 6.2 is simplified to state "The City shall cause to be delivered to the County disposal system…" It does not specify what means the City shall use to accomplish this.
County Commitment to Transfer Station Plan	Section 6.1.g is amended to state "The County shall provide facilities and services pursuant to the Comprehensive Solid Waste Management Plan ***and the Solid Waste Transfer and Waste Management Plan as adopted…***"
Long-Term Bonds	Section 6.1.f includes "The County shall primarily use long term bonds to finance transfer system improvements." This recognizes that in the past these improvements have been partially funded by cash. This section also includes a commitment to develop, through discussions with MSWAC, financial policies.

City Council Agenda Bill

Meeting Date: **February 19, 2013** Date Submitted: February 12, 2013

Originating Department: Parks and Recreation

Clearances:

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

Subject: Presentation of the Preferred Park Plan for SE 8th Street Park

Action Required: Consensus on draft plan and authorize staff to proceed with SEPA review

Exhibits:
1. Site A – Preferred Plan Graphics
2. Site B – Preferred Plan Graphics

Budget: N/A

Summary Statement:
The public process for the SE 8th Street Park Plan is now complete. Staff have identified a preferred alternative plan based on input from community members, members of Council and the Parks and Recreation Commission. The components of the preferred alternative are summarized below. With consensus from the city council on the preferred alternative, staff will proceed with the SEPA review and anticipate a return to council for final adoption of the plan later this year.

Project Background:
SE 8th Street Park (Site A) opened to the public in October 2011 after being transferred to the city as part of a phased land donation by Mary Pigott. Located in the center of the city, the 16 acres that make up Site A are partially wooded with coniferous and deciduous trees. Buildings on the site include a single family home, a garage and a barn.

Shortly after the "soft opening" of SE 8th Street Park in 2011, the Park Planning team began work on the park plan. This is the first park plan completed in-house. Ms. Pigott graciously allowed us to include Site B in the park planning process, although this parcel is not scheduled to transfer to the city for another 4 to 6 years. The 20 acres that make up Site B include a single family home with a garage and sauna. On June 3, 2012 the Reard House was relocated to Site B near the existing buildings.

Nearly a year of site reconnaissance, studies, an extensive public process and concept development have been completed and incorporated into the preferred alternative plan.

PREFERRED PARK PLAN:

Site A General Design:
Environmental education was a strong theme that came forth during the public process. As a guiding design principle, the team incorporated opportunities for learning, exploring and creating with environmental education in mind. These opportunities include a covered education circle designed as an informal meeting space, interpretive trails, an observation deck and an elevated boardwalk. The ADA accessible elevated boardwalk is situated 15' above the ground and intertwines through the forest canopy.

Site A Parking:
After considering a number of possible scenarios, the preferred alternative calls for two parking areas on Site A. Primary parking is proposed along SE 8th Street and is recommended as part of the Phase I construction project. Secondary parking (if needed) is proposed between the house and the barn. Vehicular access to the buildings and secondary parking is provided by improving the existing 9-foot wide gravel drive to a two-way asphalt driveway. The secondary parking area and the driveway are only required if the house is activated for public use and are not currently included in the Phase I recommendation.

At full build out, the plan calls for approximately 51-parking spaces, including ADA stalls.

Site A House and Barn:
The house on Site A is approximately 3,500 sq. ft. and is in good condition. If desired, the house could be renovated and used as a public facility for a variety of uses including programs, classes and meetings.

With the development of a community center, staff is not recommending the house renovation be included in the initial development phase for this park. The activation of this house would duplicate services and increase our operating expenses for this park significantly. The minimum cost to upgrade the house for public use and ADA compatibility is approximately $175,000. Additional improvements may be required to improve functionality.

A vacant house, however, raises concern of vandalism and disrepair. Staff are currently exploring the option of leasing this house to a caretaker. In this case, the house would be rented to a private individual and serve as their residence, with the condition that they also be the "eyes and ears" at the park. These types of agreements are used successfully in neighboring jurisdictions. A caretaker agreement also ensures the house is properly maintained until a future public use (if any) can be identified.

The barn is currently used for park maintenance and storage and will continue to be used in this manner. In addition, a portion of the barn will be renovated for park restrooms. The proposed restrooms will connect to an upgraded existing septic system and existing water which is currently located at the barn.

Site B General Design:
Site B is intentionally more passive than Site A with design elements that include meandering trails and boardwalks. These amenities allow for an up-close and exploratory experience in support of outdoor education. A bird blind is proposed on Owl Pond as well as habitat restoration, preservation and enhancement.

Additional site features proposed within Site B include a medium picnic shelter that overlooks the open meadow, a lawn area for picnicking, and informal planting areas that provide aesthetic connectivity between the existing buildings.

Site B Parking:
Site B is accessible from the north via 221st Ave SE through the Lancaster Ridge subdivision. Three parallel parking spots are proposed within the 221st Ave SE right-of-way and adjacent to a city owned detention facility. Additional access is provided from the south via 220th Ave SE which will serve as the main entrance to Site B. A 10-stall grasscrete parking lot is proposed onsite just south of the Reard House. Grasscrete is a plastic load bearing cellular paving material used as an alternative to traditional paving materials that has the look of an open lawn area. The intent is to provide parking that blends with the existing open meadow on the south portion of the property.

Site B Houses and Outbuildings:
Limited development is proposed in the SW corner of the property, which is the location of the buildings. The Tanner House is approximately 830 SF and has a cedar log foundation. This house will require extensive renovation for public use. Therefore, no public use is proposed this time. The existing sauna is 570 SF and in good condition and will be converted to park restrooms. The Reard House, moved to the site last year, is intended to be used for heritage education in partnership with the Sammamish Heritage Society.

PHASE I RECOMMENDATION:
Our recommendation for Phase I includes formalizing the parking along SE 8th Street and the entrance to the park. This will add approximately 30 to 40 parking stalls. An ADA accessible path will be constructed from the parking lot to the center of the park. We anticipate constructing approximately 1,600 feet of new crushed rock trails, a boardwalk and installing interpretative signage. It is our intent to provide park restrooms as part of Phase I, but the type of restroom will depend on the budget. The cost to build an indoor restroom facility is approximately $65,000. Phase I will also include storm drainage for the existing parking lot. When possible, we intend to mobilize our volunteer workforce to support construction of some of these new park amenities.

Park Planning Timeline:
Community Survey
- Informal Web Survey January 2012

Public Meetings
- Meeting #1: Hopes, Dreams and Fears, January 11, 2012
- Meeting #2: Review of Park Plan Alternatives, April 25, 2012

- Meeting #3: Public Safety, Site Access and Parking and Building Uses, July 11, 2012
- Meeting #4: Review of the Preferred Alternative, September 19, 2012

Parks Commission
- Hopes, Dreams and Fears: January 4, 2012
- Review of Park Plan Alternatives: May 9, 2012 and June 6, 2012
- Review of Preferred Alternative Plan: October 3, 2012

City Council Updates:
- Hopes, Dreams and Fears: January 10, 2012
- Review of Park Plan Alternates: June 12, 2012
- Review of Preferred Alternative Plan: November 13, 2012
- Review of Preferred Alternative Plan for consensus: February 19, 2013

Surveys and Studies Performed:
- Site Inventory and Analysis
- Wetland Reconnaissance
- Traffic Count Study and Analysis

Next Steps:
- Authorization to proceed with SEPA review: Anticipated on February 19, 2013
- SEPA Review: March - May 2013
- City Council Adoption of Park Plan: June 2013
- Confirmation of Phase I Project Approach
- Phase I Design Begins: July-August 2013

Financial Impact:

Park Planning Costs:
A total of $50,000 was allocated in the 2011-2012 Budget to fund initial park planning for SE 8th Street Park. A portion of those funds were used to prepare the park plan – the balance will be applied to the Phase I design costs.

SE 8th Street Park Plan Total Estimated Development Cost:
If all of the amenities and improvements identified in the park plan were constructed, which is unlikely, the total cost would be approximately $3.9 million. These costs include site studies (survey, geotechnical and wetland delineation), schematic design, preparation of construction drawings, permitting, construction administration and project construction. The plan was developed such that the improvements could be done in phases over many years and many components may be constructed by volunteers.

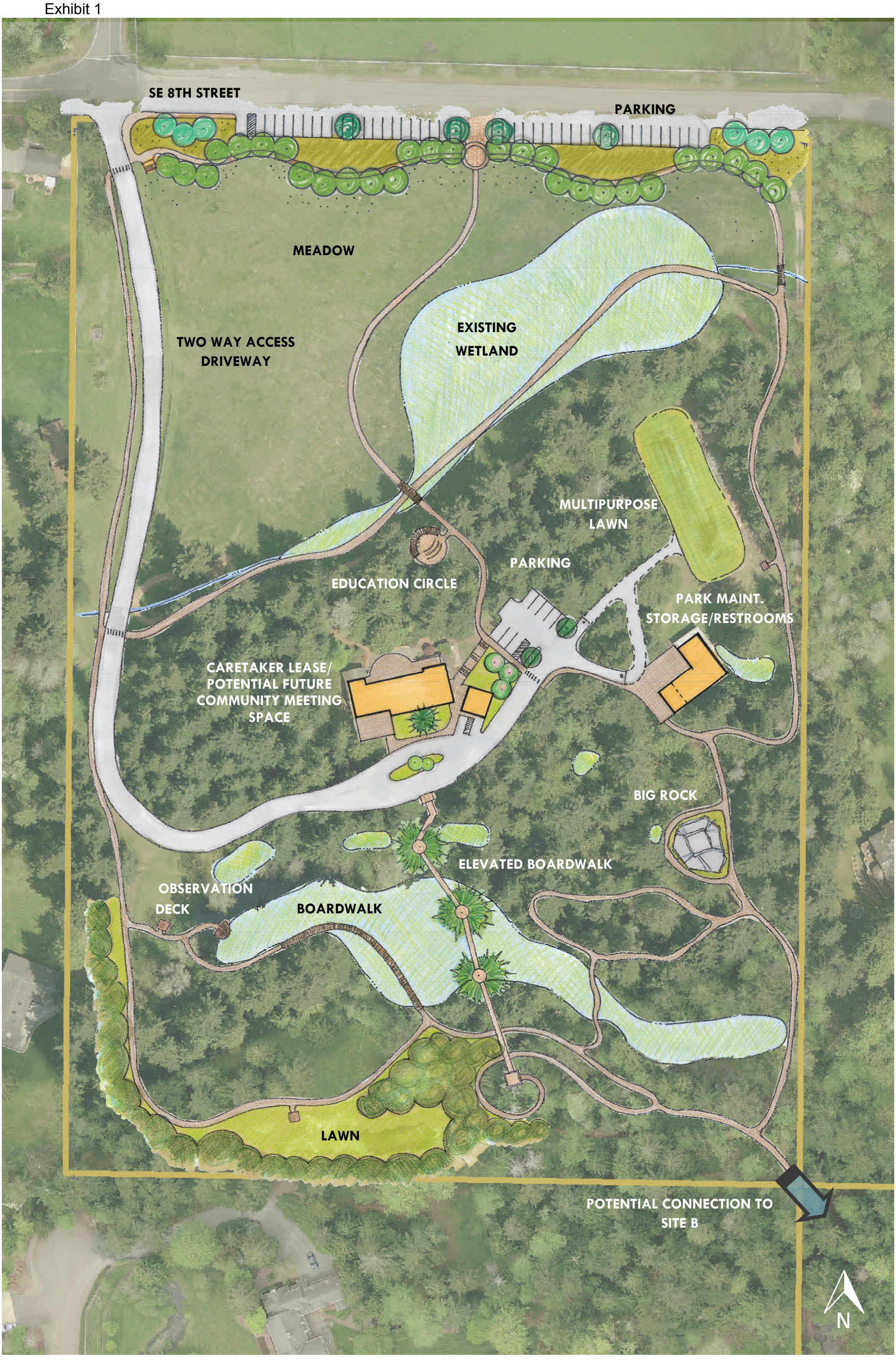
Phase I Design and Construction Costs:
A total of $448,000 is allocated in the 2013-2014 Budget to fund Phase I design and construction. These funds will be used for Phase I site studies, design, permitting and construction. Park design and construction administration for Phase I will be completed in-house by parks and recreation staff.

Anticipated Phase I elements include parking, restrooms, trails, signage and other site improvements as previously described.

Recommended Motion:

Consensus from the City Council on the preferred alternative plan for SE 8th Street Park and authorization to proceed with a SEPA review of the Park Plan.

Exhibit 1

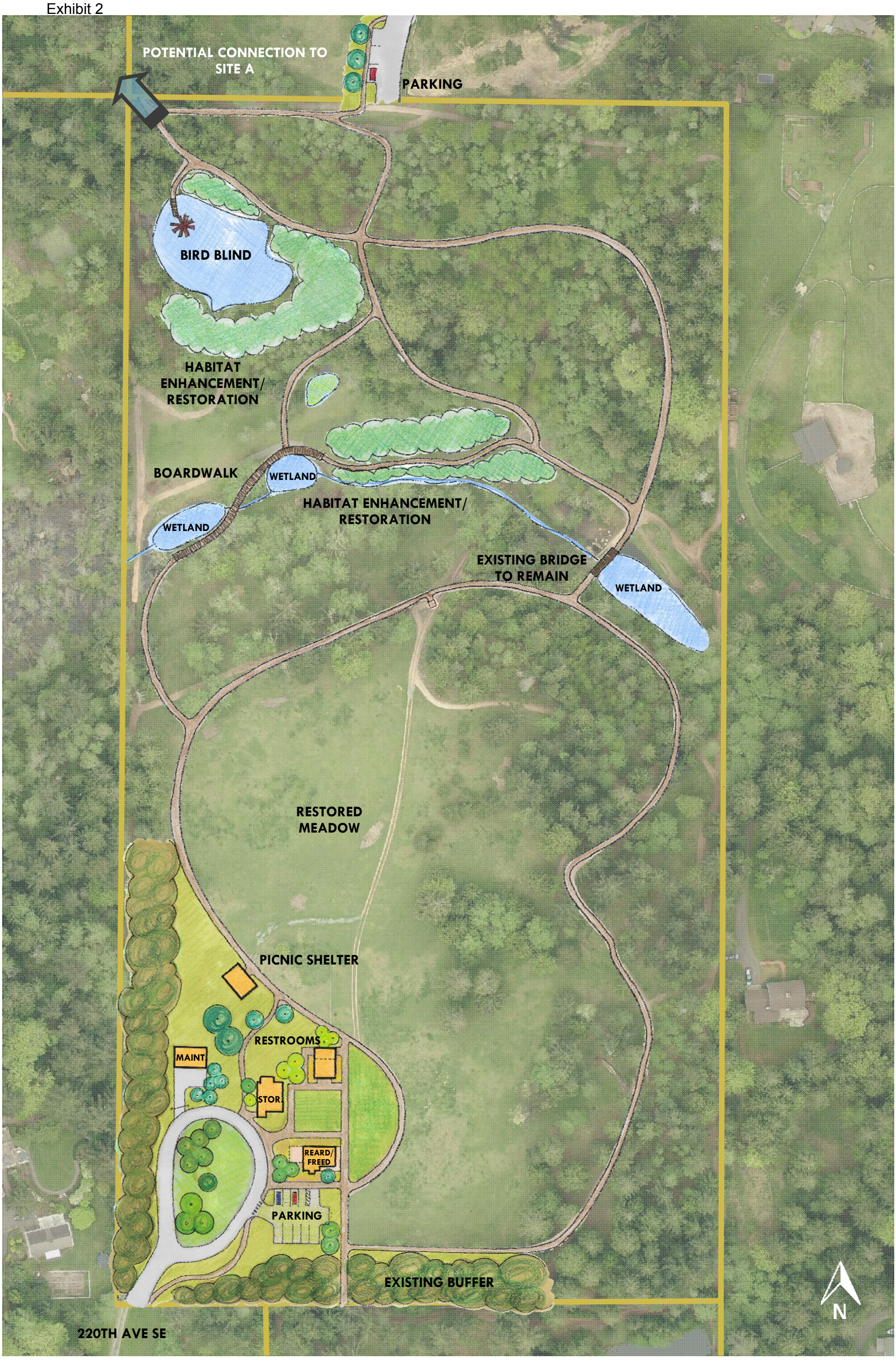


PREFERRED ALTERNATIVE - SITE A

SE 8TH STREET PARK

City of Sammamish Washington

Exhibit 2



PREFERRED ALTERNATIVE - SITE B

SE 8TH STREET PARK

City of Sammamish

City Council Agenda Bill

Meeting Date: **February 19, 2013** Date Submitted: February 13, 2013

Originating Department: Parks and Recreation

Clearances:

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

Subject: Resolution: Select name for the park property temporarily known as SE 8th Street Park

Action Required: Select one name from the recommended list for the park property temporarily known as SE 8th Street Park and adopt resolution

Exhibits: 1. Resolution

Budget: N/A

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

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

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

3. *The names of living persons should be avoided unless circumstances warrant an exception.*

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

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

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

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

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

	Park Name	**Reason**
1	Backyard Trails Park	Essence and feature of the park
2	Sammamish Backyard Park	Essence of the park and city name
3	Sammamish Trails Park	Feature of the park and city name
4	Owl Pond Park	Feature of the park

Financial Impact:
None.

Recommended Motion:
Select one name from the recommended list for the park property temporarily known as SE 8th Street Park and adopt the resolution.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2013-___

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, DESIGNATING THE NAME FOR THE CITY PARK FORMERLY KNOWN AS SE 8TH STREET PARK

WHEREAS, the City of Sammamish owns certain real property dedicated for park purposes; and

WHEREAS, the donation agreement signed between the City and Mary Pigott directs the City to use a public process to select a name for the property; and

WHEREAS, the City partnered with the library and hosted a "park naming campaign" in 2012, and staff visited local elementary schools last spring and compiled a list of ideas from local youth; and

WHEREAS, the City Council established a committee composed of the donor, one City Council member, one city staff member, an adult representative from the community, and a youth representative from the community, to evaluate park names submitted by the citizens of Sammamish; and

WHEREAS, the committee has developed a list of four potential names for the City Council's consideration.

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

Section 1. Name the park. The City park property temporarily known as SE 8th Street Park is hereby to be named from one of the four names submitted by the Park Naming Committee. The name selected is _____.

Section 2. Identification. The City Manager is directed to take such steps as are necessary to provide appropriate signage for the park property identifying it in accordance with the terms of this Resolution.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 19TH DAY OF FEBRUARY 2013.

Exhibit 1

CITY OF SAMMAMISH

_____
Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk: February 13, 2013
Passed by the City Council:
Resolution No.: R2013-___