

**LYNNWOOD
CITY COUNCIL
Work Session**

Date: Monday, May 3, 2021

Time: 6:00 PM

**Place: This meeting will be held electronically via
Zoom. See the City of Lynnwood website for
details.**

- 6:00 PM **A** Roll Call
- 6:05 PM **B** Comments and Questions on Memo Items
- 6:10 PM **C** Executive Session
- 6:55 PM **D** Break
- 7:05 PM **E** Top Candidates and Scheduling Lottery
- 8:05 PM **F** Mayor Comments and Questions
- 8:10 PM **G** Council Comments
- Adjourn

Memorandums for Future Agenda Items:

- M-1 Addendum# 1: Land Lease Between Edmonds College and City of Lynnwood (Lynnwood
 Municipal Golf Course)
- M-2 Service Contract Award - Facilities Assessment Update

Memorandums for Your Information:

Contact: Executive Office (425) 670-5001

CITY COUNCIL ITEM A

**CITY OF LYNNWOOD
Executive**

TITLE: Roll Call

DEPARTMENT CONTACT: Leah Jensen

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM B

**CITY OF LYNNWOOD
Executive**

TITLE: Comments and Questions on Memo Items

DEPARTMENT CONTACT: Leah Jensen, Executive Assistant

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM C

**CITY OF LYNNWOOD
City Council**

TITLE: Executive Session

DEPARTMENT CONTACT: Council President George Hurst

SUMMARY:

Executive Session to be held per RCW 42.30.110 paragraph H: To evaluate the qualifications of a candidate for appointment to elective office.

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM D

**CITY OF LYNNWOOD
City Council**

TITLE: Break

DEPARTMENT CONTACT: George Hurst, Council President

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM E

CITY OF LYNNWOOD City Council

TITLE: Top Candidates and Scheduling Lottery

DEPARTMENT CONTACT: Council President George Hurst

SUMMARY:

Following executive session, council will announce the top candidates to be interviewed and request that their interviews be scheduled. The order of interviews and times shall be determined by lottery drawing.

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM F

**CITY OF LYNNWOOD
Executive**

TITLE: Mayor Comments and Questions

DEPARTMENT CONTACT: Mayor Smith

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM G

**CITY OF LYNNWOOD
City Council**

TITLE: Council Comments

DEPARTMENT CONTACT: George Hurst, Council President

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM M-1
CITY OF LYNNWOOD
Parks, Recreation, & Cultural Arts

TITLE: Addendum# 1: Land Lease Between Edmonds College and City of Lynnwood (Lynnwood Municipal Golf Course)

DEPARTMENT CONTACT: Lynn D. Sordel

SUMMARY:

The purpose of this agenda item is to approve an addendum to add Room 120 in Woodway Hall to the total leased space of the building. The space will become the reservations center for all of Premier Golf's courses in the Puget Sound area.

ACTION:

Authorize the Mayor to approve an addendum to the Golf Course Lease between Edmonds College and the City of Lynnwood.

BACKGROUND:

In 2017, the College and City entered into a new 25-year lease for the operations of the City's municipal golf course. Section 1.2 describes the use of part of the Woodway Hall building, which houses the Pro Shop, restrooms, shower area and food and beverage operations. Section 1.3 provides the golf operations with an additional 791 sq. ft. of space adjacent to the Pro Shop. This space is described in Exhibit D. The space was to be made available within one year of the College's occupation of their new Science, Engineering and Technology building.

In the past two months, while discussing the transition of this space to golf operations, the College, Premier Golf and the City discussed the possibility of adding Room 120 (approximately 280 additional sq. ft.) to the operations. Premier's goal was to relocate its Seattle-based reservations center to this room. The space, once occupied, will become part of the leased space referenced in Section 1.2. All utilities will be the responsibility of the operator. There are no additional terms or conditions from this addendum.

It is anticipated a total of 12-14 people will be employed at the reservation center. Some college students could be employed.

Upon approval by the City, the Addendum will be approved by the College Board of Trustees.

PREVIOUS COUNCIL ACTIONS:

November 2017: Council approved the new Lease Agreement with Edmonds College.

FUNDING:

NA

ADMINISTRATION RECOMMENDATION:

Approve addendum.

DOCUMENT ATTACHMENTS

Description:	Type:
Current Land Lease	Backup Material
Addendum #1	Backup Material

AFTER RECORDING RETURN TO:

Edmonds Community College
Attn: Paul Poppe
20000 68th Ave W
Lynnwood, Washington 98036

Delegation No. DEL 16-0080

Page 1 of 18
Date:

LEASE

THIS LEASE is made and entered into between State of Washington Edmonds Community College, whose address is 20000 68th Ave West, Lynnwood, WA 98036, for its executors, administrators, successors, and assigns, hereinafter called the Lessor, and the City of Lynnwood, a municipal corporation hereinafter called the Lessee.

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WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this Lease;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. LEASED PREMISES

1.1 The Lessor hereby Leases to the Lessee the following described premises:

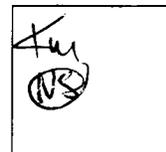
Tax Parcel Number: 27042000206800; 27042000200100; 011001000000100

Common Street Address: 20000 68th Ave West

Legal Description: See **Exhibit A**

General Description: Golf course grounds and parking areas as depicted in shaded area of **Exhibit(s) B.**

1.2 In addition to the golf course grounds and parking areas described in Section 1.1 above, Lessor shall Lease to Lessee part of Woodway Hall Building for use in golf course operations, including but not limited to: a clubhouse, pro-shop, restrooms, shower and/or locker rooms, and food and beverage operations. The Woodway Hall building space is described and depicted on **Exhibit C** (together, the golf course grounds and parking areas described in Section 1.1 and the Woodway Hall Building space described in this Section 1.2 and in Section 1.3 below are referred to as "the Premises"). The Lessor agrees to Lease the Premises to the Lessee, and the Lessee agrees to Lease the Premises from the Lessor, for the sole and exclusive use of the Premises by the Lessee for the maintenance and operation of a public golf course and associated facilities. The



Lessee may use the Premises and any facilities or improvements constructed on the Premises only for such uses described in this Lease.

1.3 In addition to the space described in Exhibit C, Lessor agrees to make available to the Lessee, an additional 791 square feet of space on the first floor of Woodway Hall as described and depicted in **Exhibit D**, within one year of the Lessor receiving a certificate of occupancy on the new Science Engineering and Technology (SET) building, located at 20020 68th Ave W. Once occupied by the Lessee, this additional space described and depicted in Exhibit D will become part of the leased space referenced in section 1.2 above.

2. USE

The Premises shall be used by the Lessee for the following purpose(s): City Municipal Golf Course and related facilities, including but not limited to golf course grounds and parking areas, clubhouse, pro-shop, restrooms, shower and/or locker rooms, and food and beverage operations.

3. TERM

The initial Lease term shall commence on January 1, 2018 and shall continue until December 31, 2028, unless terminated, renewed or extended in accordance with the provisions of this Lease.

4. RENTAL RATE

4.1 The Lessee shall pay rent to the Lessor for the Premises at the following annual rate:

Forty-eight thousand dollars (\$48,000) per year (the "Basic Annual Rent") through the initial five (5) years of this Lease term. On the five-year anniversary date of this Lease (January 1, 2023) and every 5 years subsequent, the Basic Annual Rent shall be increased on January 1 by increasing the Basic Annual Rent of the preceding year by an amount equal to the rate of change of the Seattle-CPI-U for the prior five-year period from January 1 to December 31, if a net increase occurred.

4.2 The Basic Annual Rent shall be paid by the Lessee in two separate payments of \$24,000 each. Payments shall be made by January 15 and July 15 each year (for example, the first rent payment is due on January 15, 2018, and the second rent payment is due on or before July 15, 2018).

4.3. If a period of tenancy is less than a complete year, the Basic Annual Rent shall be pro-rated based on the actual percentage of the year in which the Lease is in effect. The parties agree that Lessee is already in occupancy of the Premises in accordance with an Existing Lease between the parties.

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5. EXPENSES

5.1 Utilities – Pro Shop. The Lessor shall pay when due all charges for water, heat, electricity, gas, and sewer services furnished to the Lessee’s golf course pro shop facilities located on the Premises, as depicted in Exhibit C, during the Term and any Renewal Term of this Lease. These utilities are included in the Premises Basic Annual Rent.

Lessee is responsible for all other services required for the pro shop operation including, but not limited to telephone, cable, security system, WiFi or any other service installed by the Lessee.

5.2 Utilities – Food and Beverage Operation. Lessee shall be responsible for all utilities related to food and beverage operations for the golf course. When the Lessee occupies the additional space in Woodway Hall referenced in Section 1.3 of this Lease (and Exhibit D), the City shall, as part of the remodel of that space, install a new and separate meter for utilities relating to the food and beverage operations. Installation of the new meter(s) shall be at the expense of the Lessee.

5.3 Utilities – Golf Course Operation. The Lessee shall pay for all utilities, including electricity, water, sewage, gas and any other service required for the golf course’s operation.

6. TAXES AND ASSESSMENTS

6.1 The Lessee shall pay all applicable taxes and assessments levied upon the Premises, improvements thereto, or on the Lessee’s activities on the Premises, and payable during the Term of this Lease or any renewal Term.

6.2 Personal Property Taxes. The Lessee shall pay prior to delinquency all taxes, if any, assessed against and levied upon Leasehold improvements, trade fixtures, furnishings, equipment and all other personal property of the Lessee on or about the Premises.

6.3 Real Estate Taxes. In addition to the Basic Annual Rent stated in Section 4 above, the Lessee shall pay, directly to the taxing authority, any and all taxes that may be levied, assessed, or imposed against or become a lien against the Premises during the term hereof. The Lessee’s obligation for taxes shall include any and all real estate taxes, assessments (special or otherwise), including impositions for the purpose of funding special assessment districts; levies, and all other taxes, governmental levies and charges of every kind and nature that may be levied, assessed, imposed or become due and payable with respect to the Premises. Notwithstanding the foregoing, the Lessee shall have no obligation to pay any federal, state or local income taxes or any business and occupation taxes incurred by the Lessor. If this Lease shall terminate on any date other than the last day of a tax fiscal year, the amount of tax or other charge payable by the Lessee during the tax fiscal year in which the termination occurs shall be prorated based on the percentage of the tax year that the Lease has been in

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effect. A similar obligation shall be made for the tax fiscal year in which the Lessee's obligation to pay taxes first arises.

7. MAINTENANCE AND REPAIR

7.1 Maintenance and Repair. The Lessee has inspected the Premises, and accepts the Premises "AS IS, WHERE IS," with any and all defects, known or unknown.

7.2 Lessor's Maintenance. The Lessor shall maintain in good and operable condition and repair the foundations, roofs, roof membranes, exterior walls and windows, doors and entries, heating, ventilation and air conditioning systems, plumbing, mechanical and electrical systems, and all structural elements of the building improvements on the Premises that were constructed by the Lessor and not by the Lessee. The Lessor shall further maintain and repair all sidewalks, parking, driveway areas, utility installations, and other improvements located on all portions of the Premises that are directly associated with and service the just mentioned building improvements on the Premises.

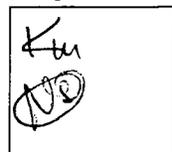
7.3 Lessee's Maintenance. Except as set forth in Section 7.2 above, the Lessee shall, at its own expense, keep the entire Premises in a neat, clean, sanitary condition, and shall keep, maintain, repair and use the same in good and operable condition and repair in accordance with all applicable laws, ordinances, rules, regulations, and requirements of governmental authorities. The Lessee shall permit no waste, damage or injury to the Premises; shall keep all drain pipes free and open and; shall protect water, heating, gas and other pipes within the portion of the Premises described in Sections 1.2 and 1.3 to prevent freezing or clogging. All repair work shall be done in a professional manner. The Lessee shall be responsible for all maintenance of the golf course, the landscaping and other grounds on the Premises, and all buildings constructed by the Lessee on the Premises during the Lease term, any Renewal Term, and the term of the Existing Lease.

8. SECURITY

The Lessee shall be responsible for the security of operations relating to the golf course on the Premises. The Lessor shall be responsible for the security of the portion of the Premises described in Sections 1.2 and 1.3.

9. SIGNAGE

All signs placed on or about the Premises or upon any exterior part of any building on the Premises shall be subject to the Lessor's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that all such signs shall comply with applicable sign ordinances and be placed in accordance with any required permits. Lessor hereby approves of all signage placed on or about the Premises by Lessee prior to the commencement of the Term of this Lease. At the expiration or sooner termination of this Lease, the Lessee shall remove all signs



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placed by it on the Premises and/or the building, and shall repair any damage caused by such removal.

10. LIENS

The Lessee shall keep the Premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by the Lessee, and shall indemnify, defend, and hold the Lessor harmless from and against any liens and any expenses incurred by the Lessor related to the same, including reasonable attorney's fees and costs of litigation.

11. ASSIGNMENT/SUBLEASE

Lessee may not assign this Lease or sublet the Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. Lessor shall respond to approve or disapprove a request for consent within thirty (30) days of receipt of the request. If such response is not received within thirty days, it will be considered approved and Lessee may proceed with any proposed assignment or sublease. Lessee shall not permit the use of the Premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents, servants, invitees, and licensees of the Lessee, assignee, or sublessee.

12. LESSEE'S RIGHT TO TERMINATE LEASE

Lessee has the right and option to terminate this Lease and to relinquish and give up the Premises on or after the 24th month of its term by giving written notice to the Lessor at least one hundred eighty (180) days prior to the effective date of such termination, in which event rent shall be prorated to the date of termination.

13. RENEWAL

13.1 Renewal Options. Provided that Lessor does not exercise its right to cancel any renewal under Section 14 and Lessee is not in default under this Lease, Lessee, by notice to Lessor given no later than 270 days prior to the expiration of the initial term (or the then current renewal term, as the case may be), shall have the right to renew the Lease of the Premises for three (3) successive renewal terms of 10 years each at Lessee's sole determination. The renewal terms shall be upon all of the terms and conditions of the Lease in effect during the initial term, except for Basic Annual Rent during the initial five years of each such renewal term, which shall be equal to Fair Market Value Rental Rate ("FMR") prevailing as of the date notice is given requesting a renewal term, taking into consideration all relevant terms of the Lease and conditions in the Greater Puget Sound area marketplace. However, in no event may the new FMR be less than the Basic Annual Rent payable during the last year of the preceding term increased for CPI using the methodology under Section 4.1, or more than ten percent higher than that Basic Annual Rent.

13.2 FMR Determination. If, after a proper exercise by Lessee of its option to renew and after bargaining in good faith for at least thirty (30) days after such option exercise, either party determines that the parties will not agree on the amount of the then FMR, the FMR shall be established by binding arbitration with a single arbitrator in accordance with the following procedures. The arbitrator shall be an MAI appraiser, commercial real estate owner, broker or developer with at least ten (10) years' experience in the greater Puget Sound metropolitan area ("Arbitrator") selected jointly by the parties; if the parties do not agree as to the identity of the Arbitrator within twenty (20) days after the end of the thirty (30) day bargaining period, the then Presiding Judge of the Superior Court for Snohomish County, upon an appropriate request which either party may make, shall appoint the Arbitrator based upon a list of three arbitrators that each party submits to the Court with materials on their qualifications.

13.3 Within ten (10) days of the appointment of the Arbitrator, the parties each shall submit in writing to Arbitrator the amount which they propose be established as the FMR at the commencement of such renewal term ("Submissions"); such Submissions shall not be disclosed to the parties by Arbitrator until the Arbitrator has received both parties' Submission. Each party may include in such Submissions any information that is customarily and appropriately used to determine fair market value. The Arbitrator shall study such evidence and information in determining such FMR; provided that the Arbitrator's determination of the amount of such FMR shall be confined and strictly limited to selection, as the more reasonable approximation of the fair market rental value of the Premises, of the amount stated in the Submission of Lessee or the Submission of Lessor, and Arbitrator may not select or declare any third number to be such Basic Monthly Rent. Except as to the Parties' Submissions, any other communication by a party to Arbitrator shall be in writing with a copy to the other party.

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13.4 Upon the Arbitrator's completion of the investigation of such FMR, the Arbitrator shall, no later than thirty (30) days after delivery of the Submissions, report in writing to each of the parties which party's Submission has been selected by the Arbitrator as the more reasonable approximation of the FMR value of the Premises without requirement of further substantiation or information; provided, if the Arbitrator's determination of FMR is greater than 10% more than the Basic Annual Rent payable during the last year of the preceding term, the Lessee may withdraw from renewal by giving written notice with 20 days from receipt of the Arbitrator's determination; and further provided, notwithstanding the Arbitrator's determination of FMV, the FMR used for the renewal (if renewal proceeds) shall not be less than the Basic Annual Rent payable during the last year of the preceding term or more than ten percent higher than that Basic Annual Rent, and if those limits are applicable shall be adjusted comply with those limits. Each party shall pay its own costs of arbitration and one-half of the Arbitrator's fee.

13.5 In the event of such a renewal, Lessor shall have no obligation to make any improvements to the Premises at its cost that do not constitute deferred or delayed maintenance or repair, or to provide to Lessee any funds for any improvement or pay or make any other concessions.

13.6 After the fifth year of each renewal, the Basic Annual Rent shall be adjusted on January 1 by increasing the Basic Annual Rent of the preceding year by an amount equal to the

rate of change of the Seattle-CPI-U for the prior five-year period from January 1 to December 31, if a net increase occurred.

14. LESSOR'S RIGHT TO CANCEL RENEWAL AND REIMBURSEMENT IF RIGHT EXERCISED

14.1 Lessor shall have the right to cancel any renewal by providing written notice to the Lessee at least 180 days before the end of the period from which the Lease would expire or if not renewed. Except as provided otherwise herein, upon Lease expiration all rights and obligations under this Lease, including without limitation any right to future renewals, shall terminate.

14.2 If the Lessor exercises its right to cancel a renewal, the Lessor shall reimburse the Lessee for the fair market value (FMV) of all facilities or other improvements constructed or placed upon the Premises by the Lessee, excluding any alterations to the pro shop; but including improvements to the grounds. This would include but is not limited to parking lot construction or improvements. The parties shall negotiate in good faith to establish the reimbursement amount, which shall be based on the cost of all such facilities and improvements, and their contribution to the fair market value (FMV) of the Premises.

14.3 If, after bargaining in good faith for at least thirty (30) days after notice of cancellation by the Lessor, either party determines that the parties will not agree on the amount of reimbursement, the FMV shall be established by binding arbitration with a single arbitrator in accordance with the following procedures. The Arbitrator shall be an MAI appraiser, commercial real estate owner, broker or developer with at least ten (10) years' experience in the greater Puget Sound metropolitan area ("Arbitrator") selected jointly by the parties; if the parties do not agree as to the identity of the Arbitrator within twenty (20) days after the end of the thirty (30) day bargaining period, the then Presiding Judge of the Superior Court for Snohomish County, upon an appropriate request which either party may make, shall appoint the Arbitrator based upon a list of three arbitrators that each party submits to the Court with materials on their qualifications.

14.4 Within ten (10) days of the appointment of the Arbitrator, the parties each shall submit in writing to Arbitrator the amount which they propose be established as the FMV of all facilities or other improvements constructed or placed upon the Premises by the Lessee at the commencement of such renewal term ("Submissions"); such Submissions shall not be disclosed to the parties by Arbitrator until the Arbitrator has received both parties' Submission. Each party may include in such Submissions any information that is customarily and appropriately used to determine fair market value. The Arbitrator shall study such evidence and information in determining such FMV; provided that the Arbitrator's determination of the amount of such FMV shall be confined and strictly limited to selection, as the more reasonable approximation of the fair market value of all facilities or other improvements constructed or placed upon the Premises by the Lessee, of the amount stated in the Submission of Lessee or the Submission of Lessor, and Arbitrator may not select or declare any third number to be such FMV. Except as to the Parties'

Submissions, any other communication by a party to Arbitrator shall be in writing with a copy to the other party.

14.5 Upon completion of his or her investigation of such FMV, Arbitrator shall, no later than thirty (30) days after delivery of the Submissions, report in writing to each of the parties which party's Submission has been selected by him or her as the more reasonable approximation of the FMV value of all facilities or other improvements constructed or placed upon the Premises by the Lessee without requirement of further substantiation or information. Each party shall pay its own costs of arbitration and one-half of the Arbitrator's fee. Lessor shall make its reimbursement payment to Lessee within thirty (30) days of the date that Arbitrator's report is delivered to the Lessor, subject to any limitations or rights provided in Washington law for arbitration.

15. ACCESS EASEMENT

The Lessor grants and conveys to the Lessee an Access Easement in, on, across and under the Real Property for access from 68th Avenue West to the Leased Premises, in the location legally described on **Exhibit E** attached hereto. The term of the Access Easement shall coincide with the term of the Lease and any Renewal Term of the Lease. In the event that the Lessee performs any construction within the Access Easement area, or otherwise disturbs the Easement area, the Lessee shall relocate or replace any Lessor facility and restore any landscaping damaged or destroyed by the Lessee's actions, to the same condition as existed prior to the Lessee's actions.

16. LICENSE AND PROCEDURES FOR LESSEE CONSTRUCTION ON PREMISES

16.1 The Lessee may construct and install new buildings, structures and other facilities, and remodel or alter existing buildings, structures and facilities, on the Premises; provided, that the Lessor shall have the right to approve the proposed construction or installation by the Lessee of any proposed buildings, structures or facilities on the Premises, which approval shall not be unreasonably withheld, conditioned, or delayed. Any and all such alterations or improvements shall be made at the Lessee's sole cost.

16.2 The Lessee shall obtain any and all necessary building and other permits, licenses, consents and approvals, at the Lessee's sole expense, required to be obtained from any governmental agency or third party in connection with construction, repair, or replacement of any facility or improvement on the Premises. The Lessee shall cause all work on the Premises during the Lease term or any Renewal Term to be performed in accordance with all applicable laws and regulations.

17. PAYMENT

Any and all payments provided for herein when made to the Lessor by the Lessee shall release the Lessee from any obligation therefor to any other party or assignee.

18. COMPLIANCE WITH STATE/FEDERAL LAWS

Lessor is responsible for complying with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises. Lessee shall comply fully with all federal and state statutes and local ordinances now or hereafter in force with respect to the Premises and the Lessee's activities on the Premises. Lessee warrants and represents to the Lessor that the Lessee shall use the Premise only for lawful purposes.

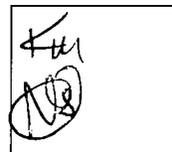
19. FIXTURES

The Lessee, upon the written authorization of the Lessor, shall have the right during the existence of this Lease with the written permission of the Lessor (such permission shall not be unreasonably withheld, conditioned, or delayed), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the Premises. Such alterations, fixtures, additions, structures and signs shall be authorized only by the Department of Enterprise Services. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by the removal of any of the above items shall be repaired by the Lessee.

20. PREVAILING WAGE

20.1 Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

20.2 Pursuant to RCW 39.04.260, the prevailing rate of wage is statutorily required to be paid to workers on the project for all work, construction, alteration, repair, or improvement, other than ordinary maintenance, that the state causes to be performed by a private party through a contract to Lease at least 50% of the project by a state agency. Lessor acknowledges and agrees that a contract to Lease is only created by this mutually acceptable written Lease, and any written amendments thereto, being



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executed by Lessor, the Director of the Washington State Department of Enterprise Services or his or her designee, and approved as to form by the Office of the Attorney General.

21. WELLS

The Lessee may use water from the three (3) existing wells on the portion of the Premises described in Section 1.1 to irrigate the golf course; provided, that the Lessor shall have continued access to the existing wells and right to use water from the existing three (3) wells to irrigate the Lessor's Real Property which is not subject to this Lease agreement. In the event that the volume of water available from existing wells becomes inadequate, the Lessee shall have the right to drill such additional wells as the Lessee deems necessary. The Lessee will be responsible to maintain the wells in good operating condition during the Lease Term or any Renewal Term, as part of the maintenance of the golf course.

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22. DISASTER

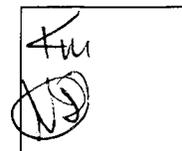
In the event the leased Premises are destroyed or injured by fire, earthquake or other casualty so as to render the Premises unfit for occupancy, and the Lessor(s) neglects and/or refuses to restore said Premises to their former condition, then the Lessee may terminate this Lease and shall be reimbursed for any unearned rent that has been paid. In the event said Premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the Premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

23. NO GUARANTEES

It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. And it is further understood that this Lease shall not be valid and binding upon the State of Washington, unless approved as to form by the Office of the Attorney General. Any amendment or modification of this Lease must be in writing and signed by both parties.

24. REIMBURSEMENT FOR DAMAGE TO PREMISES

The Lessee hereby agrees to reimburse the Lessor for damages caused by the negligence of the Lessee's employees and agents, but in no event shall this paragraph be construed as diminishing the Lessor's duty to make repairs as set forth in preceding paragraphs of this Lease, or as making Lessee responsible for the repair of normal wear and tear.



25. INDEMNIFICATION/INSURANCE

25.1 Indemnification. To the extent provided by Washington State law and irrespective of any insurance required of Lessee, Lessee shall defend and indemnify Lessor from any and all Claims arising out of or in any way relating to any act, conduct, omission or negligence of Lessee, or relating to Lessee's occupancy or use of the Premises; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the Lessor compare to the total negligence of all persons, firms or corporations that resulted in the Claim.

25.2 Lessee agrees that the provisions of this paragraph apply to any Claim of injury or damage to the persons or property of Lessee's employees. As to such Claims and with respect to the Lessor only, Lessee waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE LESSOR AND LESSEE.

25.3 As used in this section: (1) "Lessor" includes the Lessor's officers, employees, agents, invitees, and representatives; (2) "Lessee" includes the Lessee's officers, employees, agents, invitees and representatives, and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

25.4 Liability Insurance. Lessee shall provide and maintain in force and effect with companies reasonably acceptable to the other party, public liability insurance for the benefit of the other party against liability for bodily injury and property damage in an amount of not less than \$1,000,000.00 for any one occurrence and \$1,000,000.00 aggregate, for occurrence on or involving the Premises.

25.5 Self Insurance. Lessor is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against Lessor and its employees, officers and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW

25.6 Waiver of Subrogation. Any insurance carried by either party with respect to the Premises and the property contained therein shall include a clause or endorsement denying the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of the injury or loss. Each party, notwithstanding any provisions of this Lease to the contrary, waives any right of recovery against the other for injury or loss to the extent that such injury or loss is covered by insurance containing such clause or endorsement.

M-1-13

26. HAZARDOUS SUBSTANCES

26.1 Lessor warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the Premises hereby leased which if found on the property would subject the owner or user to any damages, penalty, or liability under any applicable local, state or federal law or regulation.

26.2 To the extent permitted by law, Lessor shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the Premises, except for such substances as may be placed on the Premises by the Lessee, its employees, or agents or which Lessee has placed on the Premises in prior years during the existing lease.

27. ACCESS

The Lessor shall have the right to enter the Premises, and any facilities constructed by the Lessee on the Premises, at all reasonable times upon reasonable notice to the Lessee for purposes of inspection to ensure that all provisions of the Lease are satisfied by the Lessee.

28. DINING AREA

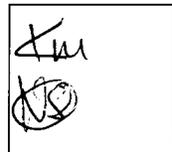
Lessee shall be responsible for equipment, utilities, fixtures, furnishings and installation, maintenance and removal of all Lessee improvements for the golf course operation of dining facilities.

29. PARKING

Lessee shall have reserved parking consisting of one hundred thirty-seven (137) vehicle stalls located in the Lessor parking lot adjacent to the golf course pro-shop as diagramed in Exhibit B. The Lessor may use these parking stalls when the golf course is not open for operations or when such use is authorized by the Lessee in advance.

30. CANCELLATION/TERMINATION OF EXISING LEASE AND LEASE-PURCHASE AGREEMENT

As of January 1, 2018, this Lease cancels, terminates, and replaces the prior Golf Course Lease Agreement between the Lessee and the Lessor and dated March, 1991, and all modifications and addendums thereto (the "Existing Lease"), and all rights and obligations under the Existing Lease are terminated as of January 1, 2018, except with respect to any unpaid rents and pre-existing liabilities or obligations. As of the effective date of this Lease, this Lease also cancels and terminates the Agreement dated April 29, 1992 titled "Agreement for Lease-Purchase of Student Center" and all rights and obligations thereunder.



M-1-14

31. DUTY TO CURE

31.1 Upon receiving notice of a condition requiring a cure, the party obligated to effect the cure shall initiate and complete cure or repair of such condition within a reasonable time. A condition requiring cure includes, without limitation: (1) a condition for which the Lease requires either party to undertake repair/replacement and/or other maintenance of the Premises, (2) a condition where either has failed to maintain a service or utility account in good standing as required by the Lease, and (3) any other condition resulting from a party's failure to carry out any obligation under the Lease, including without limitation obligations for rent, charges, improvements, alterations, and/or deferred maintenance, and remediation of damages for which a party is responsible under the Lease. For purposes of this Section, Premises include all fixtures and equipment provided within the Premises by the Lessor.

31.2 The term "reasonable time" as used within this Section of the Lease shall mean as soon as reasonably possible but no longer than thirty (30) days, unless either (1) an emergency condition exists requiring an immediate cure to promptly begin without delay, usually within hours and to be complete within 24 hours to the extent reasonably possible in light of the nature of the condition and circumstances, or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the breaching party provides the level of cure or preparation for cure that is reasonably possible to do with due diligence within 30 days.

31.3. If an emergency or non-emergency condition exists that is not reasonably possible to completely cure within 24 hours or 30 days, respectively, the party obligated to cure shall so notify the other party within 24 hours or 30 days, respectively. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within 24 hours (if an emergency) or 30 days (if a non-emergency) and provide the earliest date that the work can be completed as soon as reasonably possible. It is not a justifiable ground for delay that the party obligated to effect the cure does not have available funding to accomplish to cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner at reasonable cost.

31.4 The term "emergency condition" shall mean a condition requiring a cure that (i) prevents or substantially disrupts the Lessee from using all or a substantial part of the premises, or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the premises. Notice under this paragraph may be by the means allowed in the Notice paragraph, but in addition includes actual notice/awareness that Lessor or Lessee has of a condition independent of any such notice.

32. SELF HELP

32.1 If the party obligated to effect the cure does not cure within the time required by this Lease, the other party may cure all or part of the default after providing notice to the party obligated to effect the cure of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default. If the nonbreaching party is the Lessee, the Lessee may deduct all

reasonable costs incurred from rent or other charges owed to Lessor. If the nonbreaching party is the Lessor, Lessor will submit properly executed vouchers and proof of payment to Lessee and Lessee shall remit payment to Lessor within thirty (30) days or as soon as is practicable. A party's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges for which the other party is responsible, and all administrative costs the non-breaching party reasonably incurs and documents in performing or arranging for performance of the cure.

32.2 The non-breaching party is under no obligation to cure some or all of the default of the breaching party. To the extent that the nonbreaching party does not cure the default, the nonbreaching party may pursue its legal and contractual remedies against the breaching party. The nonbreaching party's failure to cure the breaching party's default does not waive the nonbreaching party's rights to relief. Nothing herein removes or lessens either party's obligation to mitigate damages.

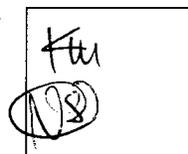
32.3 If the Lessee elects to cure using self-help in part or whole, the Lessor shall defend, save, and hold harmless the Lessee, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with such cure, except where RCW 4.24.115 is applicable and injuries and/or damages are caused by the sole negligence of the Lessee, its agents, or employees. If RCW 4.24.115 is applicable and liability for damages arises out of bodily injury to persons or damages to property and is caused by or results from the concurrent negligence of the Lessee, its agents, or employees, Lessor's liability, including the duty and cost to defend, hereunder shall apply only to the extent of the negligence of Lessor, its agents, or employees.

33. DEFAULT LEADING TO TERMINATION

If either party fails to initiate and complete cure of a condition requiring cure within a reasonable time after receiving notice of such condition, the nonbreaching party may initiate a default leading to termination of the Lease by providing written notice to the breaching party of the continuing breach. If the breaching party does not complete the cure of the breach within 60 days after receiving such written notice initiating default leading termination, the nonbreaching party may at such time, or at a later date if the cure has still not been completed, declare a termination by default by so notifying the breaching party. Cure of a condition after a valid notice of termination by default is provided and before a termination has occurred shall void a valid notice of termination of the Lease.

34. WITHHOLDING OF RENT PAYMENTS

If the Lessor fails to maintain, repair and/or improve the Premises as set forth herein, the Lessee may withhold ten percent (10%) of rent payments until such time as Lessor completes deficient maintenance, repair and/or improvements. Lessee shall place all withheld rent payments in an interest bearing account. Withheld rent payments plus accrued interest will be remitted to Lessor after the Lessor has satisfactorily



M-1-16

completed all maintenance, repair and/or improvements. Nothing in this provision shall limit other remedies which may be available to Lessee under this Lease.

35. CONDEMNATION

If the Premises, as may be required for the reasonable use of the Premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the Premises and all rentals shall be paid to that date. In case of a taking of a part of the Premises, not required for the reasonable use of the Premises, at Lessee's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the area of the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except Lessee shall have the right to claim from the condemning authority the value of its Leasehold interest and any relocation benefits.

M-1-17

36. MONTH TO MONTH TENANCY

If Lessee remains in possession of the Premises after the expiration or termination of the Lease term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

37. SUBORDINATION

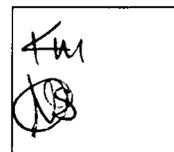
So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within ten (10) days of written request by Lessor, the state's standard Tenant Estoppel and Subordination Agreements which have been approved as to form by the Office of the Attorney General.

38. CAPTIONS

The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

39. APPROVAL BY STATE BOARD

This Lease shall not be valid and effective unless and until approved in writing by the State Board for Community and Technical Colleges or its authorized representatives.

A rectangular box containing a handwritten signature, possibly initials, in black ink.

40. INTEGRATED DOCUMENT/AMENDMENTS

This Lease and the exhibits hereto constitute the entire agreement between the parties with respect to the Lease of Premises and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof. This Lease may only be amended, modified or altered by a written agreement executed by the authorized representatives of each party.

41. GOVERNING LAW AND VENUE

This Lease shall be construed in accordance with the laws of the State of Washington. Venue in any action to enforce this Lease shall be Snohomish County, Washington.

42. NOTICES

Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: State of Washington
Edmonds Community Lessor
20000 68th Ave West
Lynnwood, Washington, 98036

LESSEE: City of Lynnwood, Washington
Attn: Parks, Recreation & Cultural Arts Director
P.O. Box 5008
Lynnwood, Washington 98046-5008

M-1-18

43. EFFECTIVE DATE.

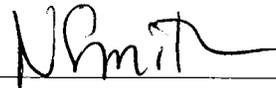
The effective date of this Lease is the date that all signatories below have executed this document.

IN WITNESS WHEREOF, the parties subscribe their names.

State of Washington

City of Lynnwood

By: 

By: 

Printed Name: Kevin McKay

Printed Name: Nicola Smith

Title: Vice President for Finance and Operations

Title: Mayor

Date: 11/28/2017

Date: 12/07/2017

RECOMMENDED FOR APPROVAL:

N/A

Neil Tuggle, Property and Acquisition Specialist
Real Estate Services

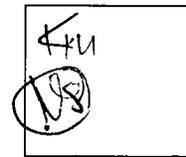
Date: _____

APPROVED AS TO FORM:

By: Arlene Anderson ecopy on file
Assistant Attorney General

Date: 11/28/17

M-1-19

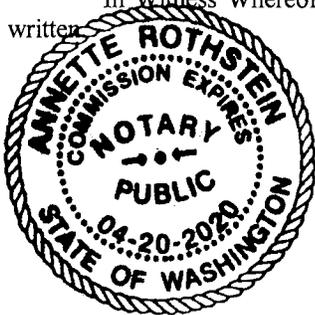


INDIVIDUAL JURAT

STATE OF Washington)
) ss.
County of Snohomish)

I, the undersigned, a Notary Public, do hereby certify that on this 28th day of November, 2017, personally appeared before me Kevin McKay to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he signed and sealed the same as free and voluntary act and deed, for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Annette Rothstein
Notary Public in and for the State of Washington,
Residing at Lynnwood WA
My commission expires 4-20-20

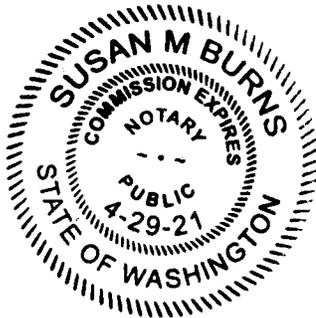
M-1-20

MULTI USE JURAT

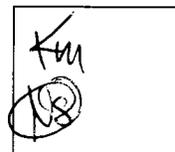
STATE OF Washington)
) ss.
County of Snohomish)

On this 7 day of December, 2017 before me personally appeared Nicola Smith and said person(s) acknowledged that she signed this instrument, and on oath stated that she was authorized to execute the instrument and acknowledged it as the MAYOR of The City of Lynnwood to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Susan M Burns
Notary Public in and for the State of Washington,
Residing at Lynnwood, WA
My commission expires 4-29-21



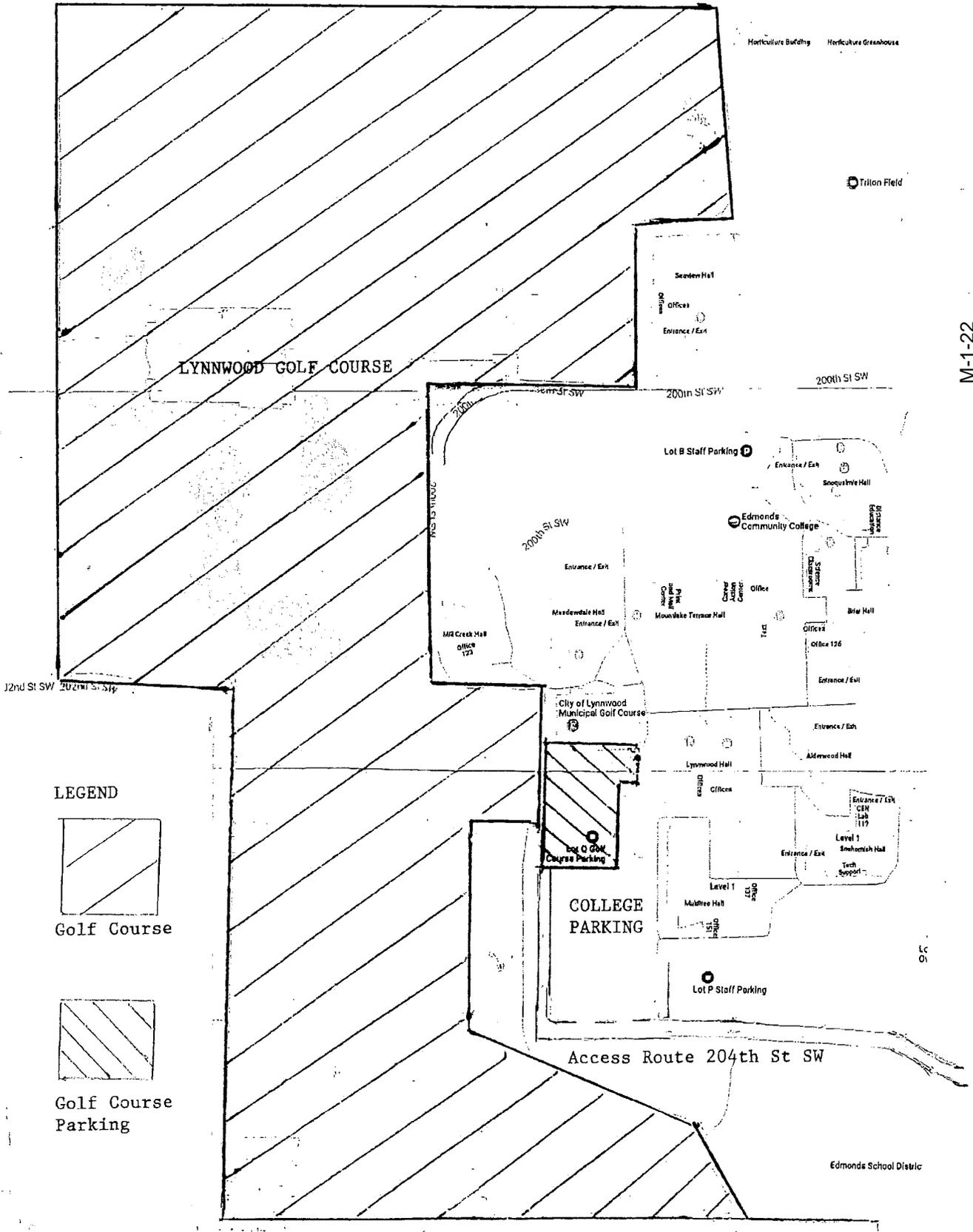
That portion of the west half of Section 20, Township 27 North, Range 4 East, W.M., described as follows:

Commencing at the southwest corner of the north half of the southwest quarter of said Section 20;
Thence S87°53'14"E along the south line of said north half, 987.00 feet;
Thence N00°57'43"E parallel with the west line of said southwest quarter, 972.32 feet to the True Point of Beginning;
Thence continuing N00°57'43"E 321.61 feet to the southerly right-of-way line of 204th Street Southwest;
Thence S88°03'22"E along said southerly right-of-way line, 27.76 feet to the east line of the west half of the northeast quarter of the northwest quarter of the southwest quarter of said Section 20;
Thence N01°56'38"E along said east line, 30.00 feet to the north line of the southwest quarter of said Section 20;
Thence N00°36'09"E along the east line of the west half of the southeast quarter of the southwest quarter of the northwest quarter of said Section 20, a distance of 660.58 feet to the north line of the southeast quarter of the southwest quarter of the northwest quarter of said Section 20;
Thence N°87°57'12"W along said north line, 337.02 feet to the west line of the northeast quarter of the southwest quarter of the northwest quarter of said Section 20;
Thence N°00°43'26"E along said west line, 1322.30 feet to the north line of the southeast quarter of the northwest quarter of the northwest quarter of said Section 20;
Thence S87°44'42"E along said north line, 1286.00;
Thence S05°17'49"E 375.43 feet;
Thence S89°56'30"W 191.16 feet;
Thence S00°10'21"W 340.12 feet;
Thence N85°54'16"W 267.67 feet;
Thence S50°56'30"W 180.00 feet;
Thence S00°27'53"W 490.10 feet;
Thence S87°40'12"E 182.47 feet;
Thence S02°19'48"W 233.87 feet;
Thence N87°40'12"W 80.00 feet;
Thence S00°20'52"W 460.00 feet;
Thence S70°44'22"E 425.00 feet;
Thence S28°43'15"E 220.94 feet;
Thence N88°02'02"W 1035.84 feet to the True Point of Beginning.

Containing 1,967,823 square feet or 45.17 acres.

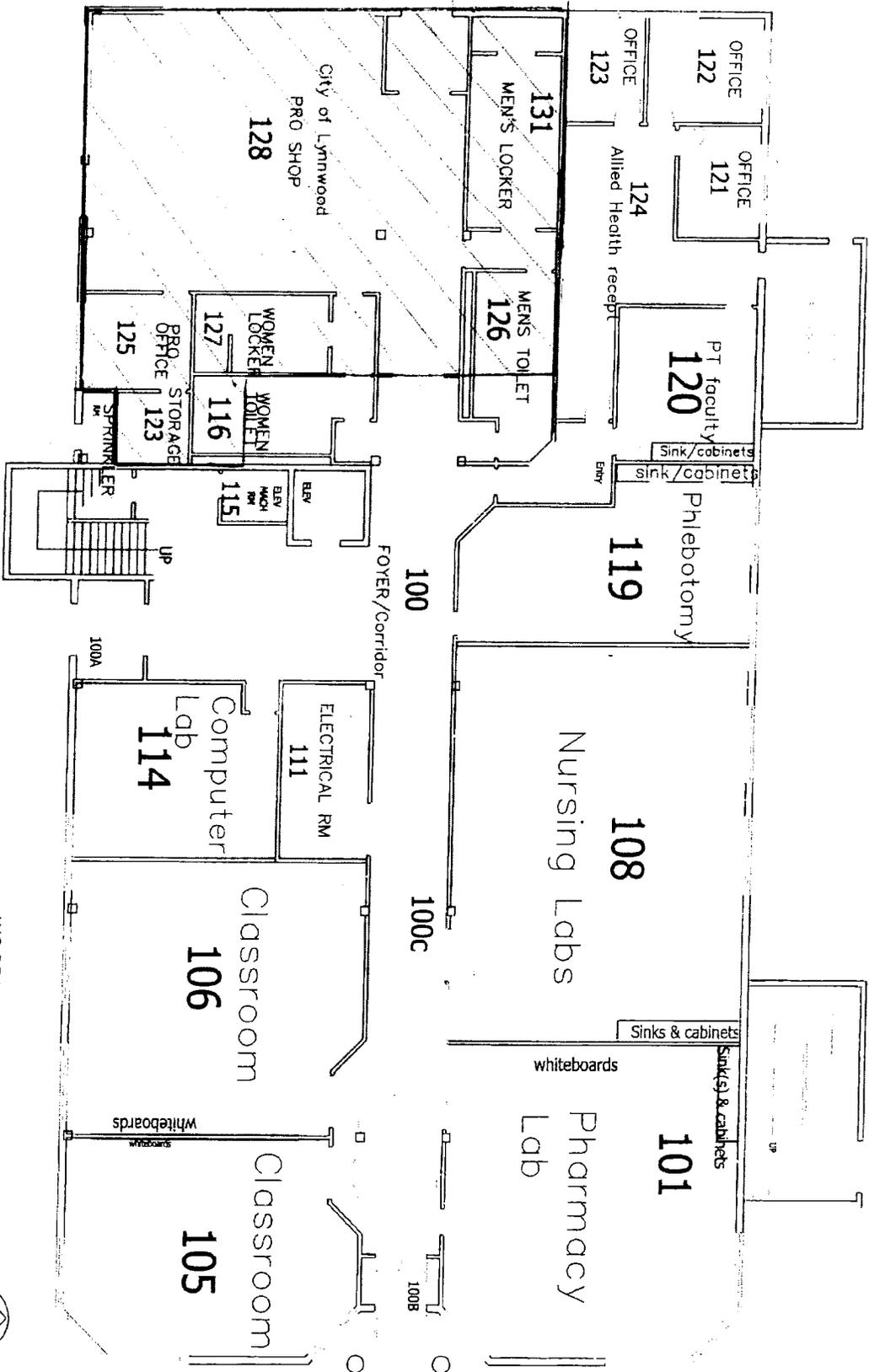
GOLF COURSE GROUND & PARKING

EXHIBIT B



M-1-22

EXHIBIT C

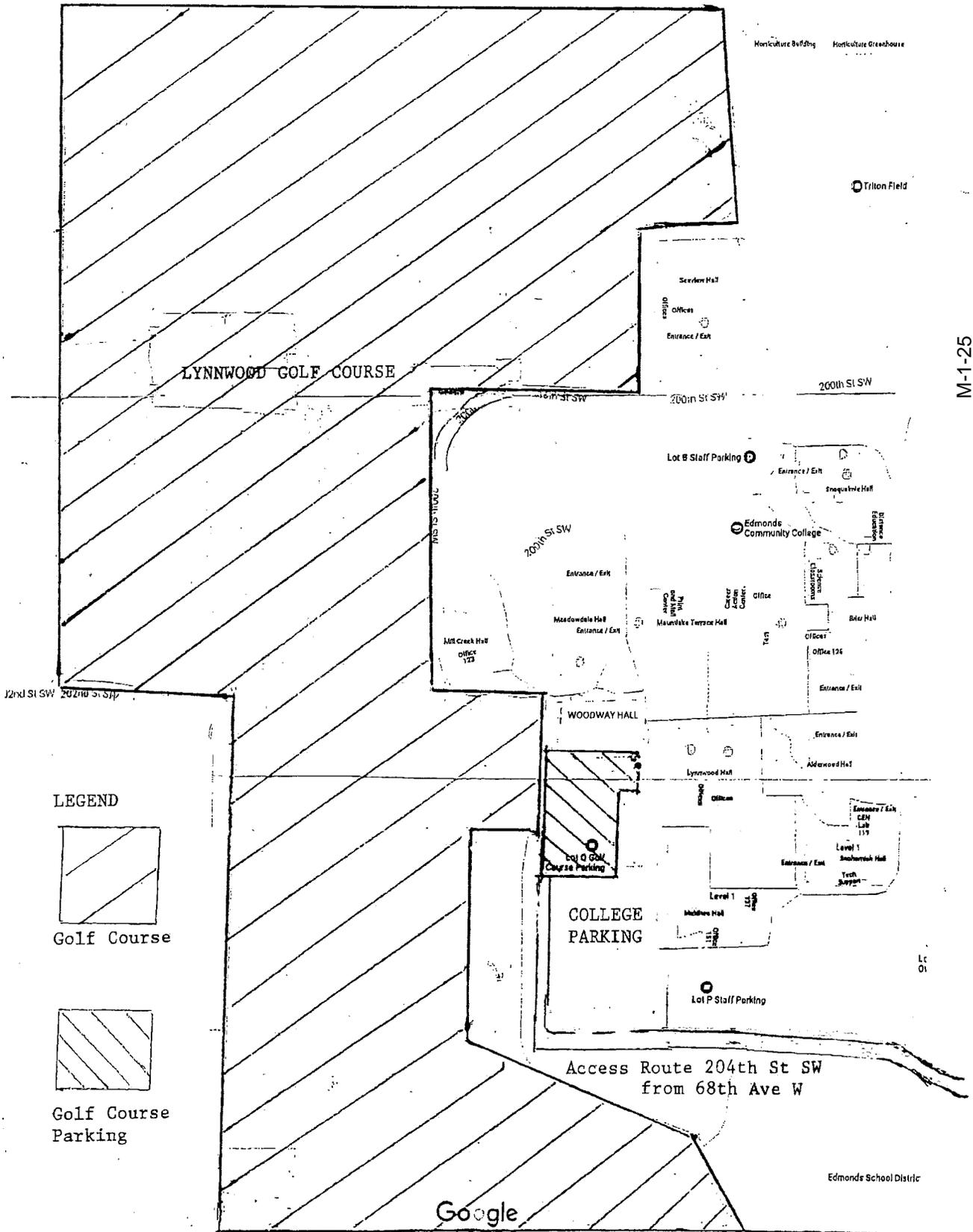


WOODWAY HALL 1ST FLOOR



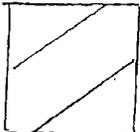
EASEMENT

EXHIBIT E



M-1-25

LEGEND



Golf Course



Golf Course Parking

Access Route 204th St SW from 68th Ave W

Google

Edmonds School District

1 **Addendum #1**

2 **Lease between State of Washington Edmonds College and City of Lynnwood**

3 THIS ADDENDUM is made as of the ____ day of _____, 2021 (“Addendum Date”), between
4 State of Washington Edmonds Community College (“College”), whose address is 20000 68th Ave W,
5 Lynnwood, WA 98036, for its executors, administrators, successors, and assigns, hereinafter called the
6 Lessor, and the City of Lynnwood, a municipal corporation hereinafter called the Lessee.

7 WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this Addendum
8 to the Lease entered into by the Lessor and Lessee on the 7 day of December 2017.

9 NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained
10 herein, IT IS MUTUALLY AGREED AS FOLLOWS:

- 11 1. Pursuant to Section 1.2 of the Lease, Lessor and Lessee agree to add Room 120 in the Woodway
12 Hall Building for use in golf course operations, including but not limited to: the operations of a
13 Reservation Center. Once occupied by the Lessee, this additional space described will become
14 part of the leased space referenced in section 1.2 of the Lease.
- 15 2. UTILITIES – Reservation Center (Room 120). When the Lessee occupies the additional spaced,
16 the Lessee shall be responsible for all utilities related to operations of the Reservation Center.
17 Pursuant to Section 5.2 Utilities – Food and Beverage Operation, utilities for Room 120 will be
18 moved to the new meter(s) at the expense of the Lessee.
- 19 3. Lessee is responsible for all other services required for the operations of the Reservation Center
20 including, but not limited to, telephone, cable, security system, Wi-Fi or any other service
21 installed by the Lessee.

22
23 ALL other terms and conditions of the Lease shall apply and include the addition of the space as outlined
24 in this Addendum and shall remain in effect, unless terminated, renewed, or extended in accordance
25 with the provisions of the Lease.

26 IN WITNESS WHEREOF, the College and the City have executed this Addendum as of the date first
27 written above.

28 State of Washington

City of Lynnwood

29 By: _____

By: _____

30 Printed Name:

Printed Name: Nicola Smith

31 Title:

Title: Mayor

32 Date: _____

Date: _____

33

34

35

CITY COUNCIL ITEM M-2

CITY OF LYNNWOOD Administrative Services

TITLE: Service Contract Award - Facilities Assessment Update

DEPARTMENT CONTACT: Cathy Robinson, Interim Procurement Manager

SUMMARY:

Public Works Facilities requires an update to the City's facilities condition assessment to identify deficiencies, problems, maintenance items, hazards, risks, and code compliance issues.

BACKGROUND:

The City last updated the facilities condition reports in 2012 and 2014. This current update will review existing facilities, remove two previously reviewed facilities, add one new facility and update any partially completed assessments.

PREVIOUS COUNCIL ACTIONS:

Council approved the 2012 contract award.

FUNDING:

The cost for these services are included in 2021 Public Works budget.

ADMINISTRATION RECOMMENDATION:

Approve contract award to EGM, Inc., dba MENG Analysis, in the amount of \$153,666.00.

DOCUMENT ATTACHMENTS

Description:	Type:
Procurement Report	Backup Material

Procurement Report
Contract 3288 – Facilities Condition Assessment Update

Purpose of Contract: Public Works Facilities requires an update to the City's existing facilities condition assessments from 2012 and 2014, to identify deficiencies, problems, maintenance items, hazards, risks, and code compliance issues.
Cost (includes sales tax, if applicable): \$153,666.00
Advanced Planning: Procurement staff worked with Public Works Facilities to establish a scope of work.
Method of Procurement: A formal advertised request for qualifications was used, as the cost was estimated to be more than \$50,000.00, and Architectural and Engineering services were requested. The most qualified proposer was selected, and a contract was negotiated.
Type of Contract: One Time – Consultant Services Contract.
Term of Contract: Target completion date for this work is December 2021.
Solicitation: Solicitation was advertised in the Everett Herald, Seattle Daily Journal of Commerce and posted to the City's ProcureNow webpage.
Recommended Action: Approve contract award with EGM, Inc, dba MENG Analysis, for \$153,666.00.
Procurement Officer: Brady Schach Date: April 21, 2021