AGREEMENT BETWEEN THE CITY OF MERCER ISLAND AND
THE BOYS & GIRLS CLUBS OF KING COUNTY FOR PUBLIC
CONTRIBUTION TO AND USE OF THE PEAK FACILITY

THIS AGREEMENT ("Agreement") is made and entered into between the City of Mercer Island ("City"), a Washington municipal corporation and Boys & Girls Clubs of King County ("Club"), a Washington nonprofit corporation.

1. PROJECT DESCRIPTION

A. The Club will construct, own and operate a Boys and Girls Club PEAK facility ("Project") of approximately 41,300 square feet located on the Mercer Island High School Campus, 4120 86th Ave SE, Mercer Island, WA 98040, on the real property legally described in Exhibit I attached to this Agreement and incorporated by this reference (the "Property").

B. The Project will provide affordable educational and recreational facilities for the local community and Mercer Island School District ("District") as described in Exhibit II and graphically represented in Exhibit III including a multi-floor Club with licensed waddler/toddler and infant child care with kitchen, lockers and showers, wrestling/multi-purpose room, arts and crafts room, games room, before and after school licensed child care, technology center, learning center, multi-purpose room with stage/studio/sound booth, teaching kitchen and pantry, EX3 Teen Center with games room, tech center and learning center and fieldhouse that will accommodate multiple sports practices such as basketball, indoor soccer, volleyball, and baseball batting practice.

2. PUBLIC BENEFIT AGREEMENTS

A. The City and the Club are mutually interested in better serving the educational, emotional and physical health and wellness of Mercer Island youth and teens.

B. The Club agrees to address environmental and health impacts associated with Project construction and operations by implementing environmental sustainable design, construction and operational practices more fully identified in Exhibit IV.

C. The City has agreed to pay One Million and No/100 Dollars ($1,000,000.00) toward the project, as set forth in Exhibits II and III, in exchange for the Club's agreements to do the following:

(1) The Club shall operate the Project primarily for Mercer Island youth and teens for the purpose of providing them with streamlined academic support, life-skills training, recreational opportunities and supportive adult mentoring. Such
operations shall average at least 1,040 hours per year of programming outside school hours. Compliance by the Club shall be measured on the basis of a rolling 3-year average.

(2) The Club shall make the Project programs publicly accessible and available to all Mercer Island youth and teens of appropriate age either free of charge or for a nominal membership fee. The Club will not exclude any Mercer Island youth from membership and access to the Project due to inability to pay the membership fee as reasonably determined by the Mercer Island Boys and Girls Club Board.

(3) To the extent required under the Lease between the School District and the Club, the Club shall construct and operate or secure community providers to operate infant, toddler and school age childcare space and for the Mercer Island community as described in Exhibit II.

(4) The Club shall make available space in the Project for free public recreational or educational use scheduled by the City as follows:

(i) the space shall be provided for no less than six (6) hours per week throughout the term of this Agreement;

(ii) the space shall be as requested from time to time by the City, it being agreed that the space requested by the City may be one of the gyms in the fieldhouse, the multi-purpose room on the Upper Floor, the computer lab or such other space as is acceptable to the Club;

(iii) the City shall request reasonable hours and times from among those periods during which neither the Club is providing recreational services to children and teens nor the School District is using the space pursuant to its Lease with the Club.

(iv) the City and the Club shall use their best efforts to standardize the space and times for such use in order to provide both parties with predictability for purposes of their own programming.

Pursuant to Section 6A and 6B, should the Club determine that community use as above described regularly exceeds six (6) hours per week, the Club may charge community users a reasonable fee calculated to reimburse the Club for its actual operating and building maintenance costs associated with such public use in excess of six (6) hours. The Club shall provide the City with at least sixty (60) days prior written notice of its intent to impose such charges, whereupon the charges shall become due and owing for excess use occurring after the expiration of such 60-day notice period.
3. **TERM**

A. This Agreement shall be effective when fully executed by all the parties and shall continue for a period of fifty (50) years following completion of the Project described in Section 1 and commencement of the community’s use of the Project (“Term”), unless earlier terminated pursuant to Section 4(A) of this Agreement.

B. At the expiration of the fifty (50) year term, the Club and the City may, with mutual agreement, extend this agreement.

C. At the expiration of any term of this agreement, the City will have no further obligations or rights under this agreement.

4. **TERMINATION**

A. During the term of this Agreement or any subsequent extension, either party may, with twelve (12) months written notice to the other party, terminate the Agreement for any reason.

B. If the Club terminates the Agreement during the initial twenty-five (25) years, it will reimburse the City for the depreciated value of their $1,000,000 dollar contribution, based upon an amortization rate of 1/25th annually for twenty-five years. The amount may be prorated for any portion of any year in which the agreement is terminated. However, the Club shall not be obligated to reimburse the City if the City breaches this Agreement. If the Club terminates the agreement prior to the completion of the Project, it shall reimburse the City the full amount of its $1,000,000 dollar contribution.

C. If the City terminates the Agreement, it surrenders all rights established in the Agreement and shall have no further interest in the Project and shall not receive any reimbursement for contributions made to date. If the City terminates the agreement prior to the completion of the Project, it shall not be relieved of its obligations pursuant to Sections 5(A)(1) and 5(A)(2) of this Agreement.

5. **PROJECT**

A. **Payment.** The City agrees to pay the Club the sum of One Million and No/100 Dollars ($1,000,000.00) as follows:

   (1) **Condition Precedents.** As a condition precedent to any cash distribution by the City, the Club shall establish to the City’s satisfaction that the Club has met the following conditions:
(i) On or before September 1, 2009, the Club shall secure gifts, pledges, cash contributions or other financing equal to 90% of the funds needed to complete the Work, to be specifically designated to perform the Project, exclusive of the City’s proposed $1,000,000 payment;

(ii) On or before September 1, 2009, the Club shall obtain all City permit approvals for the Project authorizing the uses contemplated by this Agreement and consistent with all provisions of the Mercer Island City Code.

In the event the Club fails to satisfy any of the foregoing conditions precedent within the prescribed timelines, then this Agreement shall immediately terminate and have no force and effect.

(2) Cash Distributions. Following satisfaction of the condition precedents set forth in Section 5(A)(1) of this Agreement and so long as the Club is not in material breach of any other term or provision of this Agreement, the Club may request periodic cash distributions by submitting invoices to the City. The Club shall not submit such invoices until after the Club has expended all funds, other than the City’s $1,000,000 payment, necessary to complete the Project. The City shall pay all such requests that are properly supported by appropriate invoices. At least $250,000 of the City payment shall be withheld until the Certificate of Occupancy is issued for the Project.

(3) Any payment may only be used by the Club to perform the Project work.

(4) The Club shall be responsible for any and all costs in excess of the City’s $1,000,000 contribution to complete the Project.

6. CLUB’S RESPONSIBILITIES

A. Maintenance and Operations. Except as set forth in subsections 6(B) and 6(C) below, the Club shall be responsible to perform and pay for all ordinary maintenance and operation costs associated with the Project.

B. Exception for Maintenance and Operations. The City may be billed for those additional operational and maintenance costs directly incurred by the Club as the sole result of the community’s use of the Project, when such use regularly exceeds six (6) hours per week, and is agreed to by the City. The Club shall submit evidence of such actual additional maintenance costs at the time it requests payment from the City for the same.

C. Compliance with other agreements, leases, contracts. The Club shall comply with all applicable Mercer Island City Codes and interlocal and development agreements, contracts, leases, including, but not limited to
(1) Development Agreement, dated June 5, 2006
(2) First Amendment to Development Agreement, dated April 1, 2007
(3) Correction to Development Agreement, dated February 19, 2008
(4) Correction to First Amendment to Development Agreement, dated February 19, 2008
(5) Second Amendment to Development Agreement, dated January 14, 2009
(6) SEPA MDNS, dated January 7, 2008
(7) Mercer Island School District Lease Agreement with the Club.

7. UNIFIED SCHEDULING PROCESS

A. The City and Club agree to meet no less than quarterly during the Term to evaluate the success of the community's use of the Project and to discuss revisions to the schedule in order to maximize programming available to Mercer Island residents while insuring the Club's compliance with unified scheduling and other terms as identified in agreements pursuant to Section 6(C) of this Agreement.

8. REPAIRS

A. Normal Maintenance and Repair. Except as set forth in subsections 6(A) and 6(B) above, the Club shall be responsible for and will perform all maintenance of and repairs to the Project.

9. LIABILITY AND INSURANCE

A. The City and the Club agree to provide each other with evidence of insurance coverage on an annual basis, in either the form of a certificate of insurance from a Best's Class A rated insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement.

B. The City shall obtain and maintain throughout the first five years of the Term insurance coverage with minimum liability limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The City and the Club shall review the amounts of the insurance limits specified herein prior to the end of the first five years of the Term and agree to increase such limits as necessary and appropriate to a reasonable amount in light of changes in conditions. Thereafter, the City and the Club shall similarly adjust such
insurance limits as necessary and appropriate prior to each successive five-year period during the Term.

C. The Club shall obtain and maintain throughout the first five years of the Term insurance coverage with minimum liability limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate for its liability exposures, including comprehensive general liability and auto liability. The City and the Club shall review the amounts of the insurance limits specified herein prior to the end of the first five years of the Term and agree to increase such limits as necessary and appropriate to a reasonable amount in light of changes in conditions. Thereafter, the City and the Club shall similarly adjust such insurance limits as necessary and appropriate prior to each successive five-year period during the Term.

10. HOLD HARMLESS/INDEMNIFICATION

A. The Club shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of the negligent act or omission of the Club, its officers, agents, and employees, or any of them, in contracting for or performing the Work or any other actions pursuant to this Agreement or in operating the PEAK. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the Club shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit at its own expense; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the Club and their respective officers, agents, and employees, or any of them, the Club shall satisfy the same.

B. The City shall indemnify and hold harmless the Club and its officers, directors, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of the negligent act or omission of the City, its officers, agents, and employees, or any of them in performing any actions pursuant to this Agreement or in operating the PEAK. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Club, the City shall defend the same at its sole cost and expense; provided that the Club retains the right to participate in said suit at its own expense; and if final judgment be rendered against the Club, its officers, directors, agents, and employees, or any of them, or jointly against the Club and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

C. The provisions of this Section shall survive any termination or expiration of this Agreement.
11. GENERAL PROVISIONS

A. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the parties.

B. Any provision that is declared invalid or illegal shall in no way affect or invalidate any other provision.

C. Prior to the taking of any legal action by either party to enforce this agreement, written and verbal communication will occur between the Mercer Island City Manager and the Executive Director for Boys and Girls Clubs of King County, or their designees, confirming that there is cause to take such action unless an immediate remedy is found.

D. In the event any party defaults on the performance of any terms of this Agreement or any party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to an award of all its reasonable attorney fees, costs, and expenses.

E. Failure of any party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not constitute a waiver of such breach or default.

F. In the event of a dispute between the parties regarding the terms, conditions, interpretation or enforcement of this Agreement, the dispute shall be submitted to a mutually agreeable mediator for non-binding mediation. This section shortened.

G. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought and tried in the Superior Court or the State of Washington in King County.

H. The laws of the State of Washington shall govern this Agreement.

I. Upon full execution, this Agreement shall be recorded with the King County Office of Records and Elections and shall constitute a covenant against the Property running with the land. This Agreement shall be binding upon and inure to the benefits of the parties' successors in interests, heirs and/or assigns.
This Agreement has been executed in duplicate by the parties hereto and made effective when all parties have fully executed this Agreement.

CITY OF MERCER ISLAND

Richard M. Conrad
City Manager

Dated: April 10, 2009

ATTEST:

Allison Spietz, City Clerk

APPROVED AS TO FORM:

Katie H. Knight, City Attorney

BOYS & GIRLS CLUBS OF KING COUNTY

Daniel Johnson
President & CEO

Dated: April 13, 2009

ATTEST:

Allison Spietz, City Clerk

APPROVED AS TO FORM:

Katie H. Knight, City Attorney
STATE OF WASHINGTON )
COUNTY OF KING ) SS

On this 10th day of April, 2009, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard M. Conrad, to me known to be the City Manager of the City of Mercer Island, a Washington political subdivision of the State of Washington, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said City for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Printed Name: Eileen Robinson
Notary Public in and for the State of Washington
Residing at: Federal Way
My appointment expires: 1-29-2010
STATE OF WASHINGTON )
COUNTY OF KING ) SS

On this 15th day of April, 2009, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Daniel Johnson, to me known to be the Chief Executive Officer of the Boys and Girls Club of King County, a Washington nonprofit corporation, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Boys and Girls Club for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Printed Name: Matthew Winters
Notary Public in and for the State of Washington
Residing at: Seattle, WA
My appointment expires: 12-15-2019
EXHIBIT I
LEGAL DESCRIPTION OF PROPERTY

(Mercer Island High School Campus Legal Descriptions)

Tax Parcel Number 182405-9043

The North 345 feet of the East 135 feet of the West one-half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 18, Township 24 North, Range 5 East, W.M., in King County, Washington; LESS county road.

Tax Parcel Number 182405-9045

The West one-half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 18, Township 24 North, Range 5 East, W.M., records in King County, Washington; except the North 345 feet of the East 135 feet;

together with the south 415 feet of the West 80 feet of the East one-half of the Northwest quarter of the Northeast quarter of the Northwest quarter of said Section 18; LESS county road.

Tax Parcel Number 182405-9006

The Northeast quarter of the Northwest quarter of the Northwest quarter of Section 18, Township 24 North, Range 5 East, W.M., records in King County, Washington; LESS county roads.

Tax Parcel Number 182405-9005

The South one-half of the Northeast quarter of the Northwest quarter; together with the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 18, Township 24 North, Range 5 East, W.M. records in King County, Washington; LESS county roads.
EXHIBIT II
PROJECT DESCRIPTION

The Club will design, construct, operate and maintain the Project, located at 4120 86th Ave SE, Mercer Island, Washington, and more fully described below:

The Proposed Project

Building
The proposed project has two building components, a field house and an attached 3-story club.

Program Spaces by Floor:

Lower Floor Field House: a flexible 18,030 gsf practice facility with a sports floor and no permanent seating will be able to accommodate multiple sports including basketball, volleyball, box lacrosse, indoor soccer, and baseball practices. Use will vary with the season. Club: north entry, lobby and small concession area, the MI high school wrestling practice room/multipurpose room, licensed infant/toddler childcare space, and staff offices.

Main Floor: Main entry lobby and mezzanine, B&G Club games room, learning center, tech center, licensed Before School / After School childcare (BSAS), learning lab/arts & crafts.

Upper Floor: Teen level: a teen center (called EX3) games room, learning center, tech center, a multipurpose room, recording studio/stage and teaching kitchen.

In addition to B&G Club programs, the project will include licensed childcare for a range of ages, from infants and toddlers through the fifth grade. Tenant childcare space on the lower level and a new outdoor play area are designed to accommodate licensed care for infants and toddlers. The Bellevue Community College’s Learning Lab, a tenant in the current Club, will have space in the new facility. The Club offers a licensed BSAS childcare program. The BSAS children will share an existing fenced outdoor play area north of the Club with other MISD tenants.

Site Features and Context
The project is located north of the Crest Alternative High School on the west edge of the Mercer Island High School campus. The building takes advantage of the site sloping downhill to the east, by embedding the field house into the hill to reduce its bulk to the neighborhood, and by locating the 3-story volume on the downhill side, providing windows and exiting at grade for childcare classrooms on the lower floor. The existing Maintenance, Transportation and Operations office building will be demolished and replaced by the School District as a separate project prior to PEAK construction.
Building Design and Visual Interest

Building Entrances: The north and south entries provide options for access and help connect the facility to the site. On the south elevation, a wide roof overhang and large expanses of storefront windows highlight the main south entry, creating a protected entry area visible from inside the club, a safe place for kids to hang out or wait for their parents. The paved entry plaza, new paths and lighting will enhance the sense of arrival. Visitors will be encouraged to use the south entry. The north entry will also be identifiable, well-lit, and visible from the Administration offices.

Building massing, facades and articulation: The project has an articulated base (concrete), middle (metal panel siding) and top (18” channel). The massing differentiates the higher 3-story Club from the lower Field House (FH) volume that is depressed into the hillside. Club: window locations respond to program/use, orientation and view. The stacked B&G and teen/games activity rooms will have large south and west facing windows with views to the main entry. There will be an outdoor terrace at the upper floor above the main entry. In addition to the windows and outdoor terrace, a colonnade articulates the south façade. A similar large framed area of windows provides articulation on the north façade, where classrooms and the multipurpose room will have views to the play areas and the “green”. On the east elevation there are windows with views toward the high school and vertical zones with mechanical air intake louvers.

Field House: A frame that surrounds the two-story window opening at the Club aligns with the south entry canopy and with an 18” channel and deep reveal that wraps around the FH. The FH west wall and parapet are interrupted at the scuppers, where there are wide vertical channels that accommodate downsputs. There is a reveal pattern and “scale” feature on the FH concrete wall at the north entry, a kid-scaled feature providing opportunities for creative, interactive, physical and/or educational activities.

Building Materials and Color: Concrete retaining walls create a datum, or base for this facility. Above the exposed retaining wall in the Field House, there will be a continuous horizontal band of translucent panels (kalwall) and above that, an insulated metal panel wall. Steel columns support the open web steel roof joists. At the Club, the typical exterior wall will be a rainscreen wall assembly with metal cladding.

Concrete: Exposed concrete will be architecturally treated.

Metal panel: The FH and Club volumes will have the same finish but will have a different module of corrugation. The horizontal accent panels will be blue, a reference to the Boys & Girls Club logo. White will be an accent.

Windows: Clear anodized aluminum frames with clear glass (i.e., no color tint on glass or frames).
Landscaping and Outdoor Spaces

**Perimeter Landscape:** The field house is set back 45 ft from 86th Avenue SE, exceeding the code required 20 ft front yard depth by 25 ft. In keeping with the informal character supported by the Mercer Island Land Use Code, existing trees and vegetation along 86th will be protected and retained as much as feasible. This area will be enhanced, in order to maintain a visual buffer between the neighborhood and the field house, and to comply with the landscape screening required of a public facility. The project will add landscaping to a currently bare section along 86th south of the main entry where trees have been lost to nature. Landscape enhancement along 86th will comply with the Settlement Agreement between the ICS, B&G, MISP and City of Mercer Island.

**Entries and Outdoor Spaces:** The goal for site enhancement is to provide outdoor spaces that are an integral extension of the indoor activities, and that are located close to the entries to encourage programming ties and visual supervision. The south entry terrace will provide informal program and socializing space, in addition to its function as a drop-off and pick-up area. Bicycle racks will be located at this location for easy access and observation. The project will provide a new outdoor activity space on the north side called the “Green”, as well as a new fenced, childcare outdoor play area for infants and toddlers. New landscape planting will preserve existing trees where feasible, use native and drought-tolerant plants, and provide smooth transitions to existing conditions.

Landscape at Parking: The new parking lots will receive planting as described in the landscape plans, and new code compliant parking lot lighting will increase safety. Headlight screening will be provided according to MI code and SEPA mitigation measure #15.

Vehicular and Pedestrian Circulation:

Due south of the PEAK, a short-term parking area will be visible from the clubs, so B&G kids can easily see when a parent arrives to pick them up. In this south lot, one-way circulation, angled parking, sidewalks and crosswalks are designed to encourage a slow speed of travel. Longer-term parking is provided further south of the facility. There is an existing one-way bus “loop” to the north that will continue to serve the CHILD Institute and provide fire access. The north PEAK parking lot is reached via this “loop” road. On a daily basis, buses and vans will transport kids to the Club. Again, sidewalks and crosswalks will allow safe passage from the bus drop-off area to the north entry of the PEAK. Parents bringing infants and toddlers to childcare will use the north parking lot closest to the childcare entry.

Kids who live in the neighborhood and high school students will be able to walk or ride bikes to the PEAK. Kids arriving by bicycle will find bike racks at the main south entry. A path will link the main entry to the sidewalk on 86th and the bus stop nearby. New PEAK pedestrian paths will make connections to parking lots, to existing campus paths and to existing campus facilities.

Parking: Per the Development Agreement, and the First and Second Amendments to the Development Agreement between the MISP, B&GCKC and the City, and a shared parking
agreement between the B&GCKC and MISD, the project will have 91 dedicated stalls and share an additional 156 stalls for a total of 247 stalls available for PEAK use.

Fire and Emergency Access: Based on initial input by the MI Fire Department, the project will add hydrants and improve existing emergency vehicle access and public safety in the area around the PEAK.

Screening:
Utilities, meters and garbage collection areas will be shielded from abutting properties and streets by site obscuring protective strips of trees or shrubs, per code and CUP approval requirements.

Site Lighting:
The on-site lighting will provide lighting levels sufficient for pedestrian, bicyclist and vehicular safety surrounding the project. Parking lots will have freestanding pole lights with shields to confine light spread within the site boundaries. The underside of the main entry canopy will be lit to provide kids a safe place to wait for their parents.

Signage:
Ground Sign: The primary sign identifying the Boys & Girls Club PEAK project will be a ground sign located on the north side of the main entry. The sign will be an aluminum plate with cut-out letters attached to a concrete base, and a Boys & Girls Clubs logo embedded in the concrete. The detailing will compliment and be compatible with the detailing of the building.

Other signs: The street address will be large numbers located in the storefront above the main entry doors. A minimal number of directional signs will address safety concerns and provide wayfinding direction from parking lots and other campus facilities to the PEAK.

All other Project elements described in that certain Construction Document specifications and Final Construction Plans prepared by Weinstein AJU and on file with the Mercer Island Development Services Group under File No. 0812-109
EXHIBIT III
PEAK PROJECT SITE PLAN, LOWER FLOOR, MAIN FLOOR AND UPPER FLOOR GRAPHICS
LOWER FLOOR PLAN
EXHIBIT IV
SUSTAINABLE DESIGN AND OPERATIONS GOALS

This document describes where “Leadership in Energy and Environmental Design” (LEED) and “Low Impact Development” (LID) goals and standards have been incorporated to the extent possible in the design and planned operations of the Mercer Island Boys & Girls Club PEAK project.

While LEED and standards have been a significant consideration throughout the design of the PEAK Mercer Island Boys & Girls Club Project, the Boys & Girls Clubs of King County will not seek LEED certification for this project. However, operationally, it is in the best interests of the Boys & Girls Club, the City of Mercer Island, and the Mercer Island School District to build a highly sustainable building for the long-term, so as described below, sustainable design strategies have been employed to the extent feasible.

Low Impact Development techniques involve utilizing natural site conditions and processes to mitigate for storm water impacts. The PEAK project, while challenged by an extremely constrained site and silty soils near the ground surface, is implementing these types of techniques through the use of bioretention and on-site infiltration. 100% of storm water runoff will be treated and infiltrated on the project site.

SITE SUSTAINABILITY

Site Selection
- The PEAK site is contiguous with High School, allowing teens to walk, rather than drive. The property is already set aside for youth instruction, and is contiguous with existing parking and related sports and educational facilities, which should reduce driving and maximize the use of existing facilities. Site selection would likely meet the LEED standard.

- Co-location of PEAK with the high school will allow sharing of the facility with the school, maximizing the use of the facility and getting more bang for the buck in terms of use of site and infrastructure resources as well as the resources that go into building the building itself. A stand-alone Club would be vacant during school hours. The PEAK facility can be used during the day by the school, and used by Boys and Girls Clubs before and after school.

Public Transportation Access
- The PEAK site is adjacent to city bus routes, encouraging use of public transit, and is consistent with alternative transportation access standards per the LEED checklist.
Bicycle Storage & Changing Rooms
- The PEAK will have showers, bike racks and related facilities for both staff and club users to facilitate the use of alternative means of transportation such as bicycles, consistent with LEED recommendations.

Traffic Management
- In cooperation with Mercer Island High School, PEAK will employ a Traffic Demand Management Plan to reduce auto trips and encourage car-pooling and alternative transportation.

Bike Paths
- The PEAK project will connect to all existing bike and pedestrian paths to encourage alternative transportation, consistent with LEED recommendations.

Open Space
- Project includes a large open lawn, play areas and significant new landscaping beyond that required by land use code.

Stormwater Design
- The PEAK project, while challenged by an extremely constrained site and near surface silty soils, is implementing Low Impact Development strategies to mitigate stormwater runoff. Bioretention and on site infiltration will be used to treat and infiltrate 100% of the site runoff on the project site. The design includes a bioswale and an extensive infiltration system to naturally filter the stormwater prior to infiltration back into the ground.

Light Pollution Reduction
- The site lighting strategy at the peak balances safety, energy efficiency, and neighbor concerns. The PEAK project site lighting design limits projection of light into the neighborhood, consistent with city standards and LEED goals. The efficient design will use approximately 40% less energy for exterior lighting than the maximum allowable by code.

WATER EFFICIENCY

Landscaping
- The PEAK landscape design stresses the use of drought tolerant plants to minimize the use of irrigation water.

Plumbing Design
- Use of low flow toilets, consistent with LEED water use reduction goals.
ENERGY & ATMOSPHERE

Mechanical Design
- The PEAK will use the highly efficient “Citi-Multi” system for the club portion of the building, which allows heating and cooling simultaneously in different parts of the building. The system minimizes energy used by transferring heat to where it is needed.

Energy Use
- The project will exceed the requirements of the state’s already stringent energy codes through the use of high performance glazing, daylighting, high efficiency HVAC equipment, and an energy efficient building envelope. Solar heat gain, which results in more cooling energy use, will be reduced at least 30% below code allowed levels by use of efficient glazing and envelope systems, which will meet or exceed code-required insulation values. Heat loss through the opaque portions of the building envelope is estimated to be at least 15% less than the code maximum.

- Energy efficient appliances such as Energy Star will be specified, consistent with LEED recommendations.

- The design has developed with the Lighting Design Lab, to optimize daylighting and energy efficiency. The lighting design stresses the use of natural daylighting in concert with energy efficient lighting, with large windows and potentially, skylights in the field house. Light sensors will aid in energy savings by dimming electric lights when sunlight is available in the field house. Occupancy sensors will be employed throughout the building.

- A high-performance, double-glazed, low-e, insulated, thermally-broken storefront system has been selected for the project glazing.

MATERIALS & RESOURCES

Construction Waste Management
- Specifications include for recycling and waste control goals similar to LEED requirements.

Recycled Content
- Goal will be use of recycled content in building materials as much as feasible, such as recycled rubber mats at entries, recycled steel for reinforcing, solid surface countertop materials with recycled content, etc.

INDOOR ENVIRONMENTAL QUALITY

Environmental Tobacco Smoke (ETS) Control
- No smoking will be allowed at any time, even during construction, consistent with LEED requirements.
Low-Emitting Materials, Adhesives & Sealants

- Specifications call for low VOC materials, adhesives, paints and coatings, etc. where feasible.

PUBLIC BENEFITS

- Additional practice facilities
- Reduced traffic due to co-location
- Additional parking available for major Mercer Island High School events
- Extensive landscaping to screen facility from neighbors
- Building height reduced to below requirement to minimize visual impact
- Contribution to traffic improvements along 40th Corridor
- Provides facilities for teen activities that are not currently available
- Existing Boys & Girls Club location to be enhanced and create new ball fields
- Unified scheduling system will be employed