

AGENDA

REGULAR MEETING DES MOINES CITY COUNCIL 21630 11th Avenue South, Des Moines, City Council Chambers

September 5, 2013 - 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

CONSENT CALENDAR

Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes of the July 25, 2013 Regular City Council Meeting and the August 3, 2013 City Council Retreat.

Item 2: SURPLUS PROPERTY

Motion is to adopt Draft Resolution No. 13-179 declaring 51 computers, 38 monitors and 46 printers identified by Exhibit "A" as surplus and authorizing disposal of said surplus computer equipment by auction, sale or recycling.

Item 3: COUNCIL AUTHORIZATION FOR PURCHASE OF PHONE SYSTEM

Motion 1 is to ratify and confirm the Interlocal Cooperation Contract with the state of Texas Department of Information Resources (Texas) allowing the City of Des Moines to piggyback off a previously negotiated contract between Texas and Black Box Network Services to purchase a new City phone system

AND

Motion 2 is to enter into an agreement with Black Box Network Services for the purchase and installation of a new City phone system in the total amount of \$66,509.41, including tax and to authorize the City Manager to sign the agreement substantially in the form as attached.

- Item 4: AGREEMENT WITH THE SOUTH COUNTY AREA TRANSPORTATION BOARD (SCATBd) FOR CONTINUED CITY PARTICIPATION.
Motion is to approve entering into an Agreement with the South County Area Transportation Board for a period of two years, ending December 31, 2015 with an automatic two-year extension, authorize the City to make an annual contribution of \$100, and for the City Manager to sign said Agreement substantially in the form submitted.
- Item 5: INTERLOCAL AGREEMENT BETWEEN THE CITY OF DES MOINES AND THE HIGHLINE SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER AT MT. RAINIER HIGH SCHOOL
Motion is to approve the ILA between the City of Des Moines and the Highline School District, for the City to provide a police officer to serve as a school resource officer and for the District to compensate the City \$50,000.00 for ten months the officer will be assigned to the school; and to authorize the City Manager to sign the ILA substantially in the form as attached.
- Item 6: CONSULTANT CONTRACT AMENDMENT – GRANT FREDRICKS
Motion is to approve Amendment 4 to the Contract with Grant Fredricks, continuing professional consulting services through December 31, 2013 for an additional \$13,478 with a total not to exceed \$72,000 for 2013, and authorize the City Manager to sign the contract amendment substantially in the form submitted.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

- Item 1: DRAFT ORDINANCE 13-180 AMENDING THE PERMITTED USES WITHIN THE BUSINESS PARK ZONE
Staff Presentation: Community Development Manager
Denise Lathrop

NEW BUSINESS

- Item 1: 2014 BUDGET DISCUSSION
Staff Presentation: City Manager Tony Piasecki
- Item 2: DES MOINES BEACH PARK BUILDINGS
Staff Presentation: Parks, Recreation & Senior Services Director
Patrice Thorell

NEXT MEETING DATE

September 12, 2013 Regular City Council Meeting

ADJOURNMENT

MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue South, Des Moines**

July 25, 2013 - 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Nutting.

ROLL CALL

Council present: Mayor Kaplan; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage, Bob Sheckler and Carmen Scott.

Mayor Pro Tem Pina was absent.

Councilmember Musser moved to excuse Mayor Pro Tem Pina; seconded by Councilmember Burrage.

The motion passed 6-0.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Planning, Building and Public Works Director Dan Brewer; Management Consultant Grant Fredricks; Community Development Manager Denise Lathrop; Engineering Services Manager Brandon Carver; SWM Utility Manager Loren Reinhold; Clerk Tina Hickey.

COMMENTS FROM THE PUBLIC

CJ Ellsworth, Kent Youth & Family Services; thanked Council for their continued support.

Robert Pond, 23116 30th Ave. S; thanked Council for scaling back on the beach park projects and spoke against Proposition 1.

JC Harris, 21834 12th Ave. S; spoke regarding content of website and Proposition 1, asked Council to come up with a plan to make the homes in the city look better.

Matthew Higgins, 2630 S 226th St. #C304; spoke in favor of community gardens, and requested that a new one be allowed in the northeast zone of the City.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Scott:

- Past weekend activities:
 - Farmers Market.
 - Antique Car and Boat Show.
 - Pancake Breakfast.
 - Waterland Parade.
- Shakespeare in the Park, Sunday, August 4th @ 7:00 p.m.
- Concerts in the Park Wednesday evenings.

Councilmember Sheckler:

- No report.

Councilmember Burrage:

- Tree trimming in Redondo.
- South County Transportation Meeting:
 - A letter to Governor Inslee regarding transportation funding:
 - Transportation Package to Governor Inslee.
 - Governance contract between the City and Ports.
- Underground wiring requirements.

Councilmember Musser:

- Municipal Facility Committee:
 - Marina RFQ Presentation, August 1, 2013 @ 5:30 p.m.
- Beach Park Dining Hall:
 - More creative on funding with restoration of the buildings.
 - Received State Heritage Grant of \$824,500 to begin restoration of the Dining Hall.
 - Code issues.
 - Life, safety and utilities.
 - Interior design modifications.
 - Open in the fall of 2014.
- J Dock Fire Update:
 - Complimented staff for their great work in a short amount of time.
 - Budget in place.
 - Damaged roof is down.
 - SEPA Shoreline Act.
 - Consultants working.
 - Fish window is September 2013 through February 2014, no construction during that time.
 - Full repairs to be completed by summer of 2014.
 - Insurable work, expenses being handled by insurance.
- Sponsorships and Naming Rights for City Facilities:
 - Private/public partnerships for City Facilities.
 - Parks & Recreation sponsorships already in place.
 - Directed staff to move forward.
- Municipal Facility Committee:
 - Work with Highline Community Coalition and HEAL Grant on location for additional community garden.

Councilmember Nutting:

- Thanked the City for all the great events happening this summer:
 - Three Tree Point Yacht Club Mid-Sound Summer Social, benefits the Des Moines Food Bank and Hospitality House.
 - Wesley Homes BBQ.
 - Des Moines Art's Commission Concerts in the Park:
 - King of Swings.
 - Cherry Cherry, record crowd.

- Destination Des Moines.
- Toni Overmyer.
- Jet Chevrolet.
- Knight's Car Club.
- Seafair Commodores.
- Police Department.
- Parks, Recreation & Senior Services.
 - Movie Night:
 - *Brave*
 - *Avengers*, August 9
 - *Hotel Transylvania*, August 23
- National Night Out is August 6th:
 - Contact CSO Kory Batterman by July 30, 2013.

PRESIDING OFFICER'S REPORT

Mayor Kaplan:

- Wished Councilmember Sheckler a Happy Birthday.
- Seconded comments made about the summer events:
 - Mid-Sound Summer Social.
 - Wesley Homes BBQ.
 - Long Term plans.
- Dinner honoring City Volunteers:
 - If interested, contact City Staff.
- Waterland Activities.
 - Waterland Parade.
 - Thanked Tony Overmyer.
 - Seafair back in Des Moines for Waterland.
- New housing projects going on.
- A lot of home improvements going on.
- Re-development on commercial side of things.
 - Two QFC property owners have an interest in seeing a grocery store on that block.
 - Not clear yet how that is going to work.
- Wesley Homes has requested a Councilmember to come and speak to them on September 24, 2013 @ 7:00 p.m.
 - Mayor Kaplan asked Councilmember Musser if she was able to attend.
 - She is and is honored to speak.

ADMINISTRATION REPORTS

- LIBRARY ADVISORY BOARD UPDATE:
 - Tony Wilson, President of the Library Advisory Board, gave a brief presentation to Council.
- PROP 1 STREET PAVING BALLOT PROPOSITION STATUS REPORT
 - Planning, Building and Public Works Director, Dan Brewer, presented to Council a Power Point Presentation on Proposition 1.
- City Manager Piasecki announced that long time employee Janet Beeck is retiring and explained to Council how the position will be filled.

CONSENT CALENDAR

- Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes of the June 27 and July 11, 2013 City Council Meetings.
- Item 2: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers included in the attached list and further described as follows:
Claim checks: \$1,673,195.64
Payroll fund transfers: \$874,197.67
Total certified Wire Transfers, Voids, A/P & Payroll vouchers: \$2,547,393.31
- Item 3: CONTRACT AWARD FOR MARINE VIEW DRIVE CROSSWALK
ENHANCEMENTS
Motion is to approve the Public Works Contract with West Coast Signal, Inc for the Marine View Drive Rectangular Rapid Flashing Beacon (RRFB) Crosswalk Improvements, in the amount of \$87,153.39, authorize a project contingency in the amount of \$9,000, and authorize the City Manager to sign said contract substantially in the form as submitted.
- Item 4: SALTWATER STATE PARK BRIDGE: SEISMIC RETROFIT DESIGN TASK
ORDER ASSIGNMENT
Motion 1 is to approve the Task Order Assignment for the engineering and design work associated with seismic retrofit and structural repairs on the Saltwater Park Bridge, with Exeltech Consulting, Inc. in the amount of \$543,546.99, authorize a design contingency in the amount of \$50,000, and further authorize the City Manager to sign the Task Order Assignment substantially in the form as submitted.

Motion 2 is to direct Administration to propose CIP budget amendments reallocating funds between Transportation CIP project budgets as necessary to cover additional project costs.
- Item 5: CONSULTANT CONTRACT AMENDMENT: TRANSPORTATION PROJECT
MANAGER – LEN MADSEN
Motion is to approve Amendment 5 to the Contract with Leonard D. Madsen, continuing professional project management services for the Transportation Gateway Project through December 31, 2013 for an additional \$33,000 with a total not to exceed \$66,000 for 2013, and authorize the City Manager to sign the contract amendment substantially in the form submitted.
- Item 6: SEAMAR DEVELOPMENT-CORRECTION OF SCRIVENER'S ERROR IN
PRIOR ORDINANCE
Motion is to enact Draft Ordinance 13-173 amending Ordinance No. 1521 to correct the legal description of Yukon Street.
- Item 7: 2013 4CULTURE GRANTS
First Motion is to ratify and confirm the contract between the City of Des Moines and 4Culture for 2013 Arts Sustained Support in the amount of \$7,500 for the City of Des Moines Arts Commission programs.

Second Motion is to accept the award from 4Culture for the 2013 Arts & Heritage Equipment Program in the amount of \$5,000 for a Portable Stage Ramp for ADA Accessibility, and to authorize the City Manager to sign a contract consistent with the terms of the award.

Direction/Action

Motion made by Councilmember Musser to approve the consent agenda; seconded by Councilmember Nutting.
The motion passed 6-0.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Item 1: PUBLIC HEARING ON DRAFT ORDINANCE 13-011, SIGN CODE CHANGES
Staff Presentation Management Consultant Grant Fredricks and
Community Development Manager Denise
Lathrop

Mayor Kaplan opened the Public Hearing at 8:18 p.m.

Management Consultant Grant Fredricks and Community Development Manager Denise Lathrop gave a power point presentation.

Mayor Kaplan called for those wishing to speak on the issue.

Mr. Kurnick, Vice President of Council at Grace Lutheran Church, 22975 24th Avenue S, asked that digital signs for churches be allowed to go up to 80 feet, such as the sign at Mt. Rainier High School.

Bob Pond, 23116 30th Avenue S, would like to add guidelines for yard and garage sales signs.

John O'Neal, Lead Pastor at Grace Lutheran Church, 22975 24th Avenue S, thanked Council for taking a look at including churches in the proposed Sign Code changes. Mr. O'Neal asked that churches be grouped together with Community Centers and Schools.

Mayor Kaplan asked 3 times if anyone wished to speak.

Seeing none Mayor Kaplan closed the public hearing at 8:41 p.m.

Councilmember Sheckler asked Mr. Kurnick for clarification on his comment about reaching out and touching people unable to care for their property.

Councilmember Burrage commented on the size of the signs at Fred Meyer and Lowes, which exceed 150 square feet. Community Development Manager Lathrop said she would research that issue with the City of Kent as those two properties are within Kent's City Limits.

Councilmember Scott questioned if Churches are allowed to have digital signs, such as Furney's Nursery. Management Consultant Fredricks said that they are allowed to have a 24 square foot sign.

Mayor Kaplan asked staff if the current sign code specifically prohibits billboards, which it does.

Direction/Action

Motion made by Councilmember Sheckler to continue the public hearing on Draft Ordinance No. 13-011 amending DMMC 18.42, Sign Code, to August 8, 2013 or as soon thereafter as the matter may be heard; seconded by Councilmember Musser.

The motion passed 6-0

NEW BUSINESS

Item 1:

DRAFT ORDINANCE 13-118, MODIFICATION TO SHORT SUBDIVISION FRONTAGE IMPROVEMENT REQUIREMENTS

Staff Presentation

Engineering Services Manager Brandon Carver

Direction/Action

Motion made by Councilmember Sheckler to pass Draft Ordinance No. 13-118 creating a new section to DMMC 17.36.050, to a second reading on August 8, 2013, or as soon thereafter as the matter may be heard; seconded by Councilmember Musser.

The motion passed 6-0

Item 2:

SURFACE WATER MANAGEMENT RATES

Staff Presentation

SWM Utility Manager Loren Reinhold

Direction/Action

Motion made by Councilmember Sheckler to pass Draft Ordinance No. 13-123 (Alternate A), revising the definition of Equivalent Billing Unit, eliminating the 70% rate discount for private streets, revising the classification base rate calculations, and providing rate credits for non-single family residences and private streets that mitigate water quality and water quantity impacts above current development standards, to a second reading on August 8, 2013; seconded by Councilmember Musser.

The motion passed 4-2

For: Mayor Kaplan; Councilmembers Nutting, Musser and Sheckler.

Against: Councilmembers Burrage and Scott.

NEXT MEETING DATE

August 3, 2013, City Council Budget Retreat

ADJOURNMENT

Motion made by Councilmember Musser to adjourn; seconded by Councilmember Nutting.
The motion passed 6-0

The meeting was adjourned at 9:15 p.m.

Respectfully submitted,
Tina Hickey
Clerk

MINUTES

DES MOINES CITY COUNCIL RETREAT Des Moines Activity Center 2045 S 216th Street, Des Moines

August 3, 2013 - 9:00 a.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 9:02 a.m.

ROLL CALL

Present were Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage, Bob Sheckler, and Carmen Scott.

Staff present: City Manager Tony Piasecki; Assistant City Manager Lorri Ericson; City Attorney Pat Bosmans; Police Chief George Delgado; Commander Barry Sellers; Commander Bob Bohl; Parks, Recreation & Senior Services Director Patrice Thorell; Finance Director Paula Henderson; Planning, Building and Public Works Director Dan Brewer; Economic Development Manager Marion Yoshino; Court Administrator Jennefer Johnson; Marina Maintenance Manager Scott Wilkins; City Clerk Bonnie Wilkins.

Mayor Kaplan started the meeting out by discussing the decline in assessed property value.

Mayor Kaplan asked City Manager Piasecki to present the follow-up document/action from Council direction given at the April 6, 2013 budget retreat.

Police Chief Delgado presented the following for the Police Department:

- Pursue efficiencies
- Upgrade policies and practices
- Improve community relationships
- Boost training
- Partner with other police agencies and city departments
- Reach out to other cities to determine interest

Court Administrator Johnson presented the following items for Court:

- Court services to other cities
- Available space to rent in Des Moines
- Space available at City Hall

Planning, Building and Public Works Director Brewer discussed the following:

- Interlocal Agreement with City of Normandy Park
- Current employee trained to train others for Commercial Driver's Licenses
- Shared regional Decant Facility for south county

Parks, Recreation and Senior Services Director Thorell updated Council on merging the Marina with Parks, Recreation & Senior Services with the following:

- Rentals, recreation & marketing – merging efforts/adding Marina facilities into the Class system
- Event and trade shows
- Administrative efforts
- Maintenance
- Marina staff now maintaining Beach Park, Des Moines Creek Trail and Wooton Park

Other Items of Discussion:

- Chief Delgado will meet with Rick Bailey to discuss the options of lease vs. purchase of City vehicles. Discussion to follow to work through what model best fits Des Moines for all vehicles (lease, lease to own, purchase outright)
- Planning, Building and Public Works Director Brewer updated Council on recombining Planning, Building and Public Works
 - Community Development
 - Development Services, reduced staff by 25%
 - Building Division, reduced staff by 33%
 - Engineer Services
 - Integrate Engineering and SWM staff to cross-train
 - Public Works Maintenance
 - Restructure the number of lead workers
 - Parks, SWM, Street Maintenance – create a pool of staff that can deal with larger projects to be more efficient

At 10:10 a.m. Council took a 17 minute break and resumed the retreat at 10:27 a.m.

Economic Development Manager Yoshino gave an overview of the Revenue Generation and Commercial Property Uses report.

Council discussed a few options that could possibly generate revenue:

- B&O tax per square foot would be more financially lucrative than leasehold tax
- Big box development up on the highway
- Be more efficient covering up the vacant businesses in Downtown with artwork
- Find a specific way to promote businesses

Mayor Kaplan suggested that staff not pursue the area between I-5 and Highway 99 and between Kent-Des Moines Road and South 272nd street at this time. There was general consensus from Council.

City Manager Piasecki initiated the discussion of paid parking in the Marina, Redondo, Beach Park and Marina District. Council agreed to have staff pursue parking options.

Councilmember Musser updated Council on the 2 Marina RFQ presentations on August 1, 2013. The Municipal Facilities Committee will be discussing the pros/cons at the August 15, 2013 meeting.

At 11:00 a.m. Council went into Executive Session to discuss labor negotiations per RCW 42.30.140(4)(a). In attendance were Mayor Dave Kaplan; Mayor Pro Tem Matt Pina; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage, Bob Sheckler and Carmen Scott; City Manager Tony Piasecki and Assistant City Manager Lorri Ericson. No formal action was taken. The meeting lasted 25 minutes and the Executive Session adjourned at 11:25 a.m.

At 11:26 a.m. the Retreat resumed and discussed Revenue Generating Ideas.

Finance Director Henderson gave an overview of the revenue and expenditure handout given at the retreat.

Mayor Kaplan and Councilmember Burrage asked that Council address the amount budgeted to Human Services for 2014 at the September 5, 2013 City Council meeting.

The meeting was adjourned at 12:01 p.m.

A G E N D A I T E M

SUBJECT: Surplus Property

AGENDA OF: September 5, 2013

DEPT. OF ORIGIN: Information Technology

DATE SUBMITTED: July 25, 2013

ATTACHMENTS:

1. Draft Resolution No. 13-179
2. Surplus Computer Equipment List

CLEARANCES:

- [X] Legal VB
 [X] Finance th
 [X] Information Tech. Services DES
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [] Planning, Building & Public Works N/A
 [] Police N/A
 [] Courts N/A

APPROVED BY CITY MANAGER
 FOR SUBMITTAL: AT

Purpose and Recommendation:

The purpose of this agenda item is to request Council approval to surplus computer equipment that has been removed and replaced as part of the City's computer replacement program. The equipment will be disposed of through the Washington State electronics recycling program.

Suggested Motion:

Motion: "I move to adopt Draft Resolution No. 13-179 declaring 51 computers, 38 monitors, and 46 printers identified by Exhibit "A" as surplus and authorizing disposal of said surplus computer equipment by auction, sale, or recycling."

Background:

The computer equipment shown in the attached list is obsolete or no longer in working condition. Parts that can be used to repair current equipment have already been removed. Therefore the IT Manager has requested Council declare the remaining equipment surplus.

Discussion: None.

Alternatives: None.

Financial Impact:

The City depreciates value on computer equipment at an estimated useful life of four to five years and at this time the equipment identified for recycling has no remaining value. The cost for recycling the monitors will be approximately \$190.00.

Recommendation/Conclusion:

Staff recommends Council surplus the equipment as requested.

Concurrence:

The Finance Department concurs with this recommendation.

CITY ATTORNEY'S FIRST DRAFT 07/29/2013**DRAFT RESOLUTION NO. 13-179**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, declaring certain property surplus and authorizing disposal of surplus property by auction, sale, or recycling.

WHEREAS, during regular business the City accumulates equipment and property, and

WHEREAS, the City intends to dispose of unneeded equipment and property as allowed by law as surplus, and

WHEREAS, the City of Des Moines typically sells surplus property and equipment at public auction to the highest bidder or disposes of such property and equipment through the State Surplus Program, and

WHEREAS, the City desires to surplus the items identified in Exhibit "A" attached to this Resolution; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

Sec. 1. The property identified by Exhibit "A" attached to this Resolution is hereby declared to be surplus property.

Sec. 2. The City Manager is authorized to dispose of the items identified by Exhibit "A" by auction, sale, or recycling.

Sec. 3. The City Manager is authorized to establish a minimum bid/sale amount for the property identified in Exhibit "A" as deemed to protect the City's interests. Furthermore, the City Manager is authorized to dispose of the item of virtually no value by reasonable means including disposal as recycling.

Sec. 4. The City Manager is authorized to contract for professional auction services where the cost of such services does not exceed twenty-five percent (25%) of the amount bid, plus reasonable advertising fees.

Resolution No. _____
Page 2 of 2

Sec. 5. All net proceeds from the disposal of the surplus property identified in Exhibit "A" shall be deposited into the Miscellaneous Revenues Fund.

ADOPTED BY the City Council of the City of Des Moines, Washington this 12th day of September, 2013 and signed in authentication thereof this 13th day of September, 2013.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT "A"**Resolution No. _____**

Item #	Make / Model	Serial Number
1	EC Computers	50245
2	EC Computers	50034
3	EC Computers	50022
4	EC Computers	983666
5	Compaq	CND5340T3P
6	Sony Viao	283774303521876
7	Compaq	BLAW551009D
8	Compaq	6036FR4ZH014
9	EC Computers	50115
10	EC Computers	982478
11	Panasonic CF-50	6ETYA89275
12	Acer Veriton	94800836896
13	EC Computers	981106
14	SuperMicro	50054
15	Panasonic CF-50	8HTYA06507
16	Acer Power 2000	73400077927
17	EC Computers	EC-CDM1008
18	Panasonic CF-50	6HTYA99779
19	Panasonic CF-50	6HTYA99773
20	Dell Optiplex 960	5YKPZK1
21	Dell Optiplex GX620	85CHS81
22	Panasonic CF-50	5LTYA73657
23	EC Computer	983068
24	Snap Server M4100	FCE37BV573
25	EC Computer	983457
26	EC Computer	983270
27	EC Computer	983687
28	EC Computer	50138
29	EC Computer	50114
30	EC Computer	50039
31	EC Computer	50019
32	Acer Power 2000	7210510237
33	EC Computer	981803
34	Gateway M685-E	GWTF6250Y85
35	EC Computer	981722
36	EC Computer	982393
37	HP Proliant ML-110	USE603N70K

38	Acer Power 2000	73401171627
39	Acer Power 2000	72105104827
40	Panasonic CY27	3381H300210C00764
41	Dell Optiplex	55CHS81
42	Dell PowerEdge	J4K3F11
43	EC Computer	50140
44	EC Computer	50238
45	Dell	B5CHS81
46	HP-Pavilion	TW13419674
47	Netbook	NB01028400EDT14369
48	Dell Inspiron 8600	DB8vx1
49	SunMicro Systems	FQ45050185
50	EC Computer	50772
51	EC Computer	50237
52	CTL 170Tx	643LNYW22W0349
53	CTL 7Tx	3478C002390050
54	Acer	83503350640
55	Planar	AG430H11312
56	Samsung	MY19HCGQ302481V
57	CTL 170Tx	643LNYW22W0323
58	CTL 170Tx	643LNYW22W0343
59	CTL 7Tx	5278PYA2390098
60	Princeton	PACE030389
61	CTL 170Tx	5278PYA2390154
62	CTL 170Tx	612LFRY22J0162
63	Samsung 943bx	MY19H9NQ220683W
64	ViewSonic	R72092902271
65	Samsung 225BW	DP22hvbvp700834v
66	American Dynamics	6070742
67	Acer AL1511 w	ETL240B1052803565RH19
68	Acer AL1511 b	ETL244B13554502008RH1A
69	CTL 5Tx	643LNYD77W0323
70	Samsung 151S	GG15H9NT92133W
71	Acer 1516A	71107635942
72	NEC	3Z404351Ya
73	CTL 5Tx	643LNYW22W0323
74	CTL 170Tx	643LNYW22W0348
75	CTL 5Tx	348V6002390107
76	Opitquest	Q4A063243399
77	Planar	AG628H33741
78	Planar	51067JA017138
79	Samsung SyncMaster	MY19HCGQ302739R
80	CTL 190LX	541GPHJ21J0646
81	CTL 191LX	730UGHM22N1327

82	ViewSonic	QC2083622437
83	DAEWOO	MM8X242766
84	Acer	83503344940
85	Spectre	502A1111SA0149
86	Princeton	WCCE5302294
87	Acer	6420197064
88	Sylvania	8HCB4980455
89	Princeton	WCCE5302376
90	HP LJ 1160	CNGI1F31096
91	HP LJ P3005dn	CNJ1N33179
92	Microtek	W3A49A00461
93	HP LJ 4000TN	USBWK15790
94	HP C7280	MY88BHJ12Q
95	HP C8180	MY87UHG0R304YH
96	HP Deskjet 460	MY61A3Z0RX
97	HP LaserJet 4100	USFNM10883
98	HP Deskjet 460	MY6954Z0WN
99	Lexmark E234	7217DX8
100	HP C8180	MY81HG717K
101	Cannon CanoScan	UZU319304
102	HP OJ 8500	MY95921GH
103	HP BIJ 2800	TH5A55405W
104	HP LJ 3505n	CNBC89324P
105	Brother LJ Printer	V61281756230920
106	Canon PC428	STU15323
107	HP OJ 6500	MY98A2X0X2
108	HP LaserJet 1160	CND1D22626
109	Brother Fax 2900	V60074JiJ605693
110	Brother LaserJet	U60964A5J71485
111	Printer	TH544320JN
112	HP BIJ 1200	SG6955z01z
113	HP BIJ 2800	USBD010568
114	HP Laser Jet 2100	CNBGH13327
115	HP Laser Jet 2100	USLJ022557
116	HP LaserJet 1100	USNC177685
117	HP LJ 4000	72BZ8ZB
118	Lexmark E240	B5BW201310X
119	Samsung Laser	B1FN701939W
120	Printer	TH4CB24027
121	Samsung ML-4500	CN629A2143
122	HP BIJ 2800	115A00561D1
123	HP ScanJet 4370	MY3AN2B1F0
124	Visoneer	MY87LHJ00T
125	HP Deskjet 6122	MY27Q191T5

126	HP Photosmart	USJNK06554
127	HP Deskjet 6122	CNBC6144L5
128	HP LaserJet 3100TN	MY3962B273
129	HP Laser Jet 1022	CN438BJ2TB
130	HP Deskjet 6122	MY39FD2663
131	HP Office Jet 4215	MY82JCS2PY
132	HP Deskjet 6940	CN58DG1k0
133	HP 6300	CN48JALJt1
134	HP Fax 1240	CN2AJT507w
135	HP Fax 1010	JPSC78x080

Computers		Monitors		Printers/Scanners	
Make/Model	Serial Number	Make/Model	Serial Number	Make/Model	Serial Number
EC Computers	50245	CTL 170Tx	643LNYW22W0349	HP LJ 1160	CNG1F31096
EC Computers	50034	CTL 7Tx	3478C002390050	HP LJ P3005dn	CNU1N33179
EC Computers	50022	Acer	83503350640	Microtek	W3A49A00461
EC Computers	983666	Planar	AG430H11312	HP LJ 4000TN	USBWK15790
Compaq	CND5340T3P	Samsung	MY19HCGQ302481V	HP C7280	MY88BHJ12Q
Sony Viao	283774303521876.0C	CTL 170Tx	643LNYW22W0323	HP C8180	MY87UHGQR304YH
Compaq	BLAW551009D	CTL 170Tx	643LNYW22W0343	HP Deskjet 460	MY61A3Z0RX
Compaq	6036FR4ZH014	CTL 7Tx	5278PYA2390098	HP LaserJet 4100	USFNM10883
EC Computers	50115	Princeton	PACE030389	HP Deskjet 460	MY6954Z0WN
EC Computers	982478	CTL 170Tx	5278PYA2390154	Lexmark E234	7217DX8
Panasonic CF-50	6ETYA89275	CTL 170Tx	612LFRY22J0162	HP C8180	MY81HG717K
Acer Veriton	94800836896	Samsung 943bx	MY19H9NQ220683W	Cannon CanoScan	UZU319304
EC Computers	981106	ViewSonic	R72092902271	HP OJ 8500	MY95921GH
SuperMicro	50054	Samsung 225BW	DP22hvp700834v	HP BJ 2800	TH5A55405W
Panasonic CF-50	8HTYA06507	American Dynamics	6070742	HP LJ 3505n	CNBC89324P
Acer Power 2000	73400077927	Acer AL1511 w	ETL240B1052803565RH19	Brother LJ Printer	V61281756230920
EC Computers	EC-CDM1008	Acer AL1511 b	ETL244B13554502008RH1A	Canon PC428	STU15323
Panasonic CF-50	6HTYA99779	CTL 5Tx	643LNYD77W0323	HP OJ 6500	MY98A2X0X2
Panasonic CF-50	6HTYA99773	Samsung 151S	GG15H9NT92133W	HP LaserJet 1160	CND1D22626
Dell Optiplex 960	5YKPZK1	Acer 1516A	71107635942	Brother Fax 2900	V60074JU605693
Dell Optiplex GX620	85CHS81	NEC	3Z404351Ya	Brother LaserJet Printer	U60964A5J71485
Panasonic CF-50	5LTYA73657	CTL 5Tx	643LNYW22W0323	HP BJ 1200	TH544320JN
EC Computer	983068	CTL 170Tx	643LNYW22W0348	HP BJ 2800	SG6955z01z
Snap Server M4100	FCE37BV573	CTL 5Tx	348V6002390107	HP Laser Jet 2100	USB0010568
EC Computer	983457	Optiquest	Q4A063243399	HP Laser Jet 2100	CNBGH13327
EC Computer	983270	Planar	AG628H33741	HP LaserJet 1100	USLJ022557
EC Computer	983687	Planar	51067JA017138	HP LJ 4000	USNC177685
EC Computer	50138	Samsung SyncMaster	MY19HCGGQ302739R	Lexmark E240	72BZ8ZB
EC Computer	50114	CTL 190LX	541GPHJ21J0646	Samsung Laser Printer	B5BW201310X
EC Computer	50039	CTL 191LX	730UGHM22N1327	Samsung ML-4500	B1FN701939W
EC Computer	50019	ViewSonic	QC2083622437	HP BJ 2800	TH4CB24027
Acer Power 2000	7210510237	DAEWOO	MM8X242766	HP ScanJet 4370	CN629A2143
EC Computer	981803	Acer	83503344940	Visoneer	115A00561D1
Gateway M685-E	GWTF6250Y85	Spectre	502A11115A0149	HP Deskjet 6122	MY3AN2B1F0
EC Computer	981722	Princeton	WCCE5302294	HP Photosmart	MY87LHJ00T
EC Computer	982393	Acer	6420197064	HP Deskjet 6122	MY27Q191T5
HP Proliant ML-110	USE603N70K	Sylvania	8HCB4980455	HP LaserJet 3100TN	USJNK06554
Acer Power 2000	73401171627	Princeton	WCCE5302376	HP Laser Jet 1022	CNBC6144L5
Acer Power 2000	72105104827			HP Deskjet 6122	MY3962B273
Panasonic CY27	3381H300210C00764			HP Office Jet 4215	CN438BJ2TB
Dell Optiplex	55CHS81			HP Deskjet 6940	MY39FD2663
Dell PowerEdge	J4K3F11			HP 6300	MY82JCS2PY
EC Computer	50140			HP Fax 1240	CN58DG1k0
EC Computer	50238			HP Fax 1010	CN48JALJ1
Dell	B5CHS81			HP ScanJet 4570c	CN2AJT507w
HP-Pavilion	TW13419674			HP CJ 5550	JPSC78x080
Netbook	NB01028400EDT14368				
Dell Inspiron 8600	DB8vx1				
SunMicro Systems	FQ45050185				
EC Computer	50772				
EC Computer	50237				

A G E N D A I T E M

SUBJECT: Council Authorization for Purchase
of Phone System.

AGENDA OF: September 5, 2013

DEPT. OF ORIGIN: Information Technology

DATE SUBMITTED: August 13, 2013

ATTACHMENTS:

1. Interlocal Cooperation Contract for Information Resources Technologies
2. Black Box Purchase Agreement

CLEARANCES:

- [X] Legal SG
 [X] Finance pl
 [X] Information Tech. Services DS
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [] Planning, Building & Public Works N/A
 [] Police N/A
 [] Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AT

Purpose and Recommendation:

The purpose of this agenda item is to request Council approval for the purchase of a new NEC phone system from Black Box Network Services.

Suggested Motion:

Motion 1: "I move to ratify and confirm the Interlocal Cooperation Contract with the state of Texas Department of Information Resources (Texas) allowing the City of Des Moines to piggyback off a previously negotiated contract between Texas and Black Box Network Services to purchase a new City phone system."

AND

Motion 2: "I move to enter into an agreement with Black Box Network Services for the purchase and installation of a new City phone system in the total amount of \$66,509.41, including tax, and to authorize the City Manager to sign the agreement substantially in the form as attached."

Background:

The current phone system has been in place since 1994 and was upgraded in 2002 and 2007 to extend its operational lifespan. We have now reached the point where vendor support has ended, and parts to maintain the system are no longer readily available.

Discussion:

In 2012 staff began researching replacement phone systems. The initial goal was to have a Voice over IP (VoIP) system as a replacement but network assessments performed indicated that the data

connections to our remote sites such as the Public Works Service Center were inadequate for VoIP network traffic. In addition the network cabling in the Fieldhouse, Engineering, and North City Hall was also determined to be marginal for VoIP.

In order to have a new system that would meet our current needs and give us the option for VoIP in the future, when the network infrastructure is capable, NEC was chosen as the preferred vendor. Of the four vendors available on state or federal contract NEC was the only one that offered a hybrid system that could do both digital and VoIP.

Washington state acquisition laws require that a request for proposals be prepared and specific procedures be met prior to the purchase of telecommunications systems (RCW 39.04.270). However, public agencies which have filed an Interlocal Contract Agreement with each other may make purchases from each other's contract awards, if the Vendor has agreed to such participation. This process is called "piggybacking" and requires that the original contract be awarded in compliance with bidding requirements of the agency seeking to purchase.

After researching previous government contracts, it was discovered that the state of Texas' Department of Information Resources has previously executed a contract using a competitive solicitation process with Black Box Network Services, one of the largest phone system resellers in the country and a leading government services provider, for the preferred type of telecommunications system for the City of Des Moines.

By entering into an Interlocal Cooperation Contract with the state of Texas, Des Moines is able to avoid the costly and time consuming competitive bidding process, while also getting the preferred provider at a discounted rate.

Alternatives:

Continue to use current system, repairing as needed if parts can be obtained.

Financial Impact:

The \$66,509.41 (includes tax) cost of the hardware and installation will be funded from the Phone System reserve fund within the Computer Replacement fund.

Recommendation/Conclusion:

Staff recommends approval of this item.

Concurrence:

The Finance Department concurs with this recommendation.

DIR No: DIR-SDD-IC1501

INTERLOCAL COOPERATION CONTRACT for Information Resources Technologies

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between City of Des Moines [DIR Customer] and the STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES, 300 West 15th Street, Suite 1300, Austin, Texas 78701 [DIR], pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 for Texas based Customers and Section 2054.0565, Texas Government Code, for out of state Customers.

I. STATEMENT OF PURPOSE:

The purpose of this Interlocal Cooperation Contract [Contract] is to allow DIR Customer to purchase information resources technologies through DIR Contracts.

II. CONSIDERATION:

- a. Per the Interlocal Cooperation Act, Texas Government Code, § 791.025, or other applicable law, the DIR Customer satisfies the requirement to seek competitive bids for the purchase of goods and/or services.
- b. DIR agrees to provide to DIR Customer those information resources technologies available through existing Vendor contracts and Vendor contracts that DIR may enter into during the term of this interlocal cooperation contract, in accordance with specifications submitted through purchase orders from Customer. All DIR Vendor contracts shall be made available to the DIR Customer via the DIR Internet web site. DIR Customers utilizing the ICT Cooperative Contracts shall issue a Purchase Order directly to the relevant Vendor. DIR Customers utilizing a DIR Contract for which DIR is the fiscal agent, the DIR Customer's Purchase Order shall be issued to DIR.
- c. DIR Customer agrees to notify DIR of any substantial problems in quality or service in relations with a vendor under a DIR vendor contract.

III. PAYMENT FOR GOODS AND SERVICES:

- a. DIR Customer shall comply with Chapter 2251, Texas Government Code, or applicable local law, in making payments to the Vendor. Payment under a DIR Contract shall not foreclose the right to recover wrongful payments.
- b. Payments must be made from current revenues available to DIR Customer and authorized by its governing board.
- c. DIR Customer agrees to pay the rates and/or prices set by DIR with its vendors. DIR Customer understands these rates and/or prices include a DIR administrative fee.
- d. All purchases executed under a DIR Contract will require a DIR Customer purchase order.

IV. TERM OF CONTRACT:

This Interlocal Cooperation Contract shall begin when fully executed by both parties and shall continue until terminated.

Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. Customers shall pay for all goods and services received through the effective date of termination.

V. GOVERNING LAW AND OTHER REPRESENTATIONS:

DIR Customer:

[] Unit of Texas Local Government hereby certifying that is has statutory authority to perform its duties hereunder pursuant to Chapter _____, Texas _____ Code.

[X] Non-Texas State agency or unit of local government of another state hereby certifying that it has statutory authority to enter in to this Interlocal Agreement and perform its duties hereunder pursuant to Revised Code of Washington Title 39 Chapter 34 (RCW 39.34).

VI. CERTIFYING FUNCTION:

Department of Information Resources: acting as the owner of the DIR Contracts hereby certifies the eligibility of the DIR Customer to use the DIR Contracts.

VII. TERMS AND CONDITIONS FOR OUT OF STATE DIR CUSTOMERS:

SELECTIONS PER THE GOVERNING LAW OF THE OUT OF STATE DIR CUSTOMER:

1. DIR Customer's use of the DIR Contracts shall be governed by the law of the State of Washington, excluding the conflicts of law provisions.
2. Exclusive Venue for litigation arising from use of the DIR Contracts is in the courts of the State of Washington in and for the County of King.
3. The following dispute resolution procedures shall be used to resolve disputes arising from use of the DIR Contracts. See Attachment A – Procedures for Resolving Disputes between Contractor and City of Des Moines, Washington.

This Interlocal Cooperation Contract is executed to be effective as of the date of the last party to sign.

Entity Name

Authorized By: _____

Name: _____

Title: _____

Date: _____

**THE STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION
RESOURCES**

Authorized By: _____

Name: Carl Marsh

Title: Chief Operating Officer

Date: _____

Office of General Counsel: _____

Procedures for Resolving Disputes between the Contractor and City of Des Moines, Washington (City).

a. General

Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.



EQUIPMENT PURCHASE, SOFTWARE LICENSE

EQUIPMENT PURCHASE AGREEMENT ("Agreement") dated JUNE 28, 2013 (the "Effective Date") between Black Box Network Services, a Washington corporation, (the "Company") with offices at 800 SW 34th Street, Suite A, Renton, WA 98057 and THE CITY OF DES MOINES ("Customer"), with offices at 21630 11th AVE. SOUTH SUITE C DES MOINES, WA 98198. In consideration of the mutual agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **The Product.** This Agreement pertains to the Equipment, Software and Related Documentation described in Schedule A hereto (the "Product"), to be installed at 21630 11th AVE. SOUTH SUITE C DES MOINES, WA 98198. (The "Authorized Location"). Subject to the additional terms and conditions set forth hereafter:
 - (a) Customer agrees to purchase the Equipment described in Schedule A, license and use the Software and Related Documentation described in Schedule A for the Total Customer Charge specified in Section 4; and
 - (b) Company agrees to sell the Equipment described in Schedule A, license the Software and Related Documentation described in Schedule A at the Authorized Location, and perform service in accordance with the terms of the warranty contained herein.
2. **Product Installation.** Company shall not be required to commence installation of the Product until an officer of Company has accepted this Agreement. Customer shall make available a place at the Authorized Location for installation of the Product in accordance with the specifications set forth in Schedule A and shall permit access to such Authorized Location for Company's personnel, including subcontractors and authorized distributors. Company shall notify Customer of the Date of Cutover. Date of Cutover shall mean the date on which the Product is installed and providing the basic service for which the Product is intended. Minor variances in performance of the Product that do not materially affect the operation of the Product as a whole shall not affect or postpone the Date of Cutover or Customer's payment obligations. Customer shall provide a suitable protected area for storage of the Equipment prior to installation. Customer shall supply all supplemental equipment required for the installation including but not limited to conduit, commercial power wiring and outlets. Company shall be responsible for installation and warranty service of the Product only on the subscriber side of the interface equipment connecting the Product to the telephone utility's system. Company may subcontract any of the work to be performed by it under this Agreement. Customer shall be solely responsible for: (a) obtaining any and all licenses, permits and other authorizations that may be necessary in connection with installation, use or warranty service of the Product; and (b) any services to be provided by or arrangements with, charges assessed by and interconnections with the telephone company or any other utility.
3. **Customer Charge for Equipment Purchase and Software License.**
 - (a) The Total Customer Charge for purchase of the Equipment and license of the Software is as follows:

Basic Customer Charge:	\$ 60,739.19	25% Due on Effective Date:	\$ 16,627.36
Taxes:	\$ 5,770.22	25% Due on Equipment Delivery:	\$ 16,627.35
Total Customer Charge:	\$ 66,509.41	25% Due on System Cutover:	\$ 16,627.35
		25% Due on System Acceptance:	\$ 16,627.35
 - (b) Customer shall pay to Company the Total Customer Charge as follows:
4. **Risk of Loss or Damage; Title.** Except to the extent any loss or damage to the Product is caused by defects in material or workmanship, Customer assumes the entire risk of loss or damage to the Product while it is on Customer's premises or under its control whether or not covered by insurance, and no loss shall relieve Customer of its obligations under this Agreement. Customer shall acquire title to the Equipment only upon payment in full to Company of the Total Customer Charge. Customer acknowledges and agrees that title to the Software and Related Documentation shall remain vested at all times in Company and that nothing contained herein shall operate to transfer any ownership interest in the Software and Related Documentation to Customer or any other party.
5. **Security Interest: Remedies.**
 - (a) **Security Agreement:** The Equipment shall remain personal property and shall not be a fixture, irrespective of the manner of its attachment to realty. To secure performance of Customer's obligations under this Agreement, Customer hereby grants the Company a security interest in and to the Equipment, including all additions, attachments and substitutions. The Customer and the Company intend this security agreement to constitute a purchase money security interest. Customer agrees not to further encumber, sell or otherwise transfer the Product without the prior written consent of Company. Customer agrees to execute any and all documents, which Company may require to further evidence or continue this security interest, and authorizes Company to record or file a photocopy of this Agreement as a Financing Statement. Customer agrees to pay a restocking fee of 25% of "Total Customer Charge" if this Agreement is terminated prior to work being performed.
 - (b) **Remedies for Default:** Upon default in payment or performance hereunder by Customer, Company, in addition to any other available remedies to which it is entitled, shall have all the rights and remedies of a secured party under the Uniform Commercial Code (and any other applicable law), including but not limited to the following rights: (i) to declare all unpaid amounts hereunder immediately due and payable; (ii) to take possession of and remove any part or all of the Product; and (iii) to render the Product or any of its functions or features inoperable remotely or otherwise without any demand or notice, and without any court order or other process of law. Customer hereby consents to such taking or disabling of the Product upon default and Customer hereby waives its rights to claim any and all damages occasioned by such taking or disabling. Customer further agrees that upon default, the software license is revoked. Notwithstanding any repossession or any other action which Company may take in the event of Customer's default. Customer will remain liable for the full performance of its obligations under this Agreement. Customer will reimburse Company for all costs and expenses, including reasonable attorneys' fees, incurred in connection with the enforcement of any right or remedy hereunder.

6. Product Warranty and Warranty Disclaimers.

- (a) **Equipment Warranty:** Company warrants that each item of the Equipment of its own manufacture will be free from defects in material and workmanship for a period of one year after the Date of Cutover. Warranty coverage on Equipment not manufactured by Company is limited to the coverage provided by the manufacturer of such Equipment.
- (b) **Software Warranty:** Manufacturer warrants that the Software will be free from any defect which causes a material nonconformity between its performance as described in the Related Documentation listed in Schedule A and actual performance for a period of one year after the Date of Cutover.
- (c) **Rights and Remedies:** Company shall either repair or replace with new or refurbished equipment, at its sole option, any defective part of the Equipment or Software, provided Customer has provided written notice to Company promptly after discovery and within the warranty period. Such repair or replacement shall be Customer's sole and exclusive remedy. All replaced parts will become the property of Company. Customer agrees that any rights it may have pursuant to this warranty are independent of its obligation to make its payments due to Company hereunder on a timely basis and that any claim under this warranty or otherwise against Company shall not give rise to a right to withhold any payments due or a right of setoff hereunder or under any other agreement with Company.
- (d) **Maintenance:** For a period of one year after the Date of Cutover, Company shall perform, free of charge, between the hours of 8 am and 5 pm Monday through Friday except Holidays, all necessary maintenance to keep the Product in good working condition and repair, including the furnishing of all necessary labor and materials.
- (e) **Disclaimers:** THE WARRANTIES CONTAINED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THESE WARRANTIES SHALL BE VOID AS TO PRODUCT DAMAGED OR RENDERED UNSERVICEABLE OR NONFUNCTIONAL BY ACTS OF PERSONS OR ENTITIES OUTSIDE OF THE COMPANY, OR MISUSE, THEFT, VANDALISM, ACTS OF GOD, FIRE, LIGHTNING, COMMERCIAL POWER FAILURES, POWER SURGES, EMI, RFI, WATER, OR OTHER PERIL, BY FAILURE OF CUSTOMER TO COMPLY WITH REQUIREMENTS SPECIFIED IN SCHEDULE A OR BY SERVICES OR PRODUCTS OF OTHER VENDORS, INCLUDING WITHOUT LIMITATION THE TELEPHONE LINES, DATA CIRCUITS, INTERNET OR WIRELESS ACCESS OF ANY TELEPHONE COMPANY, LONG DISTANCE CARRIER, CLEC, ISP, OR VOICE QUALITY ACROSS THE INTERNET OR OTHER NETWORKS NOT SUPPORTING QOS. REPAIR, RELOCATION, OR ALTERATION OF THE PRODUCT NOT AUTHORIZED BY COMPANY VOIDS THE WARRANTY.

LIABILITY OF COMPANY HEREUNDER IS EXPRESSLY LIMITED TO THE REPAIR OR REPLACEMENT DESCRIBED ABOVE, AND IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS LOST SALES, LOST PROFITS OR INJURY TO PROPERTY, OR ANY OTHER DAMAGES WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE. IN NO EVENT SHALL ANY RECOVERY AGAINST COMPANY BE GREATER IN AMOUNT THAN THE TOTAL CUSTOMER CHARGE. NO EXPRESS OR IMPLIED WARRANTY IS MADE AGAINST INTRUSIONS INTO THE COMPANY'S VOICE PROCESSING SYSTEMS BY FRAUDULENT CALLERS OR AGAINST ANY TOLL FRAUD. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- (f) **Non-transferability:** Company's obligations under this warranty are limited to Customer unless Company has provided its written consent to the transfer of the Product to another end-user.

7. Confidentiality. The provisions of this section shall survive the termination of this Agreement.

- (a) **Equipment:** Customer hereby acknowledges that the technical information, circuit designs, Software and Related Documentation furnished as a part of the Product are the property and unpublished works of Company and are not to be reproduced in any manner or disclosed for any reason to any third party outside of the officers, directors or employees of Customer. Customer further agrees not to sell, lease, license or otherwise transfer the Equipment without first obtaining a written agreement from its transferee to assume all of the Customer's obligations hereunder and to be fully bound by the terms hereof.
- (b) **Software:** Customer hereby acknowledges and agrees that the Software and Related Documentation listed in Schedule A are proprietary to Company (the "Proprietary Materials"), that the Proprietary Materials constitute trade secrets of the Company, and that all applicable rights to patents, copyrights, trademarks and trade secrets relating to the Proprietary Materials are and shall remain vested in Company. Customer agrees to use utmost diligence to protect the trade secrets and other proprietary rights of Company in the Proprietary Materials from disclosure to third parties. Customer shall also ensure compliance by agreement or instruction with the terms and conditions of this Agreement by employees and others with access to the Proprietary Materials.
- (c) **Non-solicitation:** During the installation period and for a period of 2 years after installation is complete, Customer will not engage the services of any person who has provided services to the Company nor will it seek to persuade any employee or advisor of the Company to discontinue his or her employment or association with the Company in order to become employed by or associated with the Customer individually or any business with which the Customer is employed or associated where the products or services of the Customer or that business are directly or indirectly competitive with the Company's products or services.

8. Software License.

- (a) **License:** Subject to the terms and conditions contained herein, Company grants Customer a nontransferable, nonexclusive license to use at the Authorized Location only (i) in object code form, all Software described in Schedule A, and (ii) all Related Documentation described in Schedule A. This grant shall be limited to use with the Equipment listed in Schedule A or on a temporary basis on back-up equipment when necessary. This license commences upon the Effective Date and shall continue during the useful life of the Equipment or the useful life of the Software, whichever is shorter, or until the license is terminated in accordance with this Agreement. Removal of the Software from the United States, service by any unauthorized person, or any breach of the provisions of this software license shall automatically terminate this license. Upon termination of this license, Customer shall immediately return the Proprietary Materials and all copies thereof to Company.

- (b) **Transfer:** Customer shall not sublicense the Software or otherwise transfer any of its rights in the Software without prior written notice to Company.
- (c) **Modification and Copies:** Customer may not modify or copy the Proprietary Materials without the prior written consent of Company. Customer agrees to refrain from taking any steps, including without limitation reverse engineering, reverse assembly or reverse compilation, to derive a source code equivalent of the Software.
- (d) **Indemnification:** Company agrees that, if notified promptly and given sole control for the defense and all related settlement negotiations, it will indemnify and defend Customer against any claim based on an allegation the Software infringes a valid U.S. patent, copyright or trademark. Company shall have no obligations under this subparagraph (d) where Customer has modified the Software or used the Software in combination with software or equipment not provided by Company. If any Software becomes, or in Company's opinion is likely to become the subject of such claim of infringement, Company will, at its option and expense, either procure rights for Customer to continue using the Software, or replace or modify the Software to provide non-infringing software that performs substantially similar functions to the original Software. Upon failure of the foregoing provisions, Company will refund the license fee for the Software less a reasonable allowance for use. THIS SECTION STATES THE ENTIRE LIABILITY OF COMPANY FOR INFRINGEMENT BY ANY SOFTWARE AS WELL AS THE EXCLUSIVE REMEDIES AVAILABLE AGAINST COMPANY.
9. **Uncontrollable Circumstances.** Company shall be excused from performance under this Agreement to the extent that it is prevented or delayed by any acts of God or other force majeure beyond the reasonable control of Company.
10. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Company and Customer agree to substitute for any invalid or unenforceable provision a valid and enforceable provision that most closely approximates the economic effect and intent of the invalid and unenforceable provision.
11. **Entire Agreement.** This Agreement, including the Schedules hereto and the Scope of Work document, constitutes the entire agreement between Company and Customer and may not be amended except by mutual written agreement with an officer of Company. No oral representations are enforceable or are part of this agreement. Any amendments must be in writing and signed by an officer of the Company. Customer has read all provisions and received a copy of this Agreement.
12. **INSTALLATION SPECIFICATIONS.** Customer agrees to provide an equipment room that meets environmental and electrical requirements for the installation of telecommunications equipment, including but not limited to the following:
- (a) An adequate number of electrical circuits provisioned according to the equipment manufacturer's specifications. B&C Telephone recommends a UPS system;
 - (b) Conduit, cable trays, wire raceways, and power poles as required by the National Electrical Code, local electrical and fire codes;
 - (c) Normal business lighting;
 - (d) Room temperature ranging between 32-80 degrees Fahrenheit. Customer is responsible for providing air cooling or air conditioning if required;
 - (e) Relative humidity not exceeding 80% - non-condensing;
 - (f) 3-foot minimum clearance in front of the main frame equipment, secured access preferable;
 - (g) Access to "cold water ground" within 10 feet of the common equipment.
13. **ENVIRONMENTAL REQUIREMENTS.** Customer shall be responsible for providing a suitable location or locations for the storage and installation of the Product and for all related work, which shall not contain any "Hazardous Substances". For the purposes of this Agreement, the term Hazardous Substances shall include without limitation: (i) oil, petroleum or other hydrocarbon derivatives or products; (ii) hazardous waste; (iii) hazardous or toxic substances or chemicals; (iv) fungicides, rodenticides or insecticides; (v) asbestos; or (vi) urea formaldehyde, in each case as defined by any applicable state, federal, or local laws, rules or regulations. Customer hereby agrees to indemnify and defend Company against any claim, expense, liability, fee, fine, penalty or damage arising from or related to any breach of this Section 3. Company shall be permitted to suspend its performance under this Agreement without penalty if it reasonably determines that its performance could violate any law, rule or regulation or have an adverse impact on health, safety or the environment, until it receives written and/or financial assurances from Customer reasonably satisfactory to Company.

CITY OF DES MOINES

Black Box Network Services

Customer Signature _____ Date _____

Account Executive _____ Date _____

Name (Print or Type) _____ Title _____

Management Approval _____ Title _____



SCHEDULE A
6/28/2013

CITY OF DES MOINES

NEC SV8100

DIR-SDD-1501 Contract Pricing

Qty	SKU	Description	Discounted Unit	Discounted Extended
2	670015	CHS2U-US 2U Chassis	\$315.64	\$631.28
3	670023	SV8100 19"32 IP Package	\$655.56	\$1,966.68
1	670100	PZ-BS10 BUS Interface Blade Connects 2nd Chassis	\$174.82	\$174.82
2	670101	PZ-BS11 BUS Interface Blade for 2nd Chassis	\$155.39	\$310.78
3	670107	PZ-8DLCA 8 Port Digital Station Interface	\$140.83	\$422.49
7	670109	CD-16DLCA 16 Port Digital Station Interface	\$267.08	\$1,869.56
3	670110	CD-4COTB 4 Port CO Trunk Module	\$104.41	\$313.23
2	670112	4 Port Analog Module	\$140.83	\$281.66
2	670114	8 Port Analog Module	\$267.08	\$534.16
2	670115	8 Port Analog Daughter Board Module	\$262.23	\$524.46
2	670118	T1/PRI Interface Blade for T1 and ISDN T1	\$558.44	\$1,116.88
1	670123	CD-VM00 Voicemail Blade	\$534.16	\$534.16
1	670131	CD-PVAA The Packet Voice Application blade can be assigned as a CNF package to support Multimedia Conference Bridge	\$509.88	\$509.88
2	670501	CHS2U Joint Bracket Kit	\$24.28	\$48.56
3	670508	CHS2U Rack Mount Kit	\$24.28	\$72.84
2	670510	CHS1U/2U Wall Mount Kit	\$97.12	\$194.24
3	670525	PZ-ME50-US Daughter Board (Required beyond 64 Ports)	\$72.84	\$218.52
9	670535	Installation Kit Cables	\$29.14	\$262.26
5	670601	CHS2U Internal Battery Kit	\$116.54	\$582.70
124	670634	UC Desktop Client License	N/C	N/C
1	670635	UC Suite IN-Server Bundle	\$1,821.00	\$1,821.00
1	670700	LK-SYS 256-712 Port License	\$1,214.00	\$1,214.00
1	670701	LK-SYS 256 Port License	\$607.00	\$607.00
1	670703	LK-SYS Remote Chassis 2 Licenses	\$242.80	\$242.80
1	670794	LKS UM8000 16 Port License	\$5,341.60	\$5,341.60
2	670790	LKS-UMS-CLIENT 32-LIC	\$631.28	\$1,262.56
2	670816	LKS-PVA-Conference - 8 Port License	\$169.96	\$339.92
6	670824	LK-SYS Desktop Suite Soft Phone	\$36.91	\$221.46
1	670837	Compact Flash Media 8G 500 Hours of Storage Time	\$728.40	\$728.40
1	670838	AKS Conference Bridge Application CF	\$97.12	\$97.12
1	670998	SYS Maintenance License	\$48.56	\$48.56
1	671000	LK-SYS-DT-INMAIL INTG 128-LIC	\$110.30	\$110.30
140	680004	DTL-24D DT330 24 Line Black Multiline Speakerphones Sets	\$122.65	\$17,171.00
7	680659	Desi Labels ITL/DTL-24D DT330	\$10.59	\$74.13
6	750732	NEC 478 Stereo USB	\$48.53	\$291.18
1	1203860G1	Adtran NetVanta 3200 Modular Access Router	\$500.00	\$500.00
1	1202872L1	Adtran 1202872L1 Dual T1 Network Interface Module	\$460.00	\$460.00
67	670711081	SV81/83 WS Premium Applications REQUIRED	\$9.00	\$603.00
1	ESPP	Extended Maintenance Plan	\$1,141.00	\$1,141.00
1	MISC	Installation Materials	\$675.00	\$675.00
152	Installation	Standard Installation Labor	\$95.00	\$14,440.00
32	Installation	Overtime Installation	\$142.50	\$4,560.00

TOTAL EQUIPMENT COSTS	\$43,519.19
AVST MAINTENANCE CREDIT	-\$260.00
ADJUSTED SYSTEM COSTS	\$43,259.19
TOTAL INSTALLATION	\$17,480.00
TOTAL SYSTEM COST	\$60,739.19

CITY OF DES MOINES

NEC SV8100

SCOPE OF WORK

Install SV8100 to replace existing phone system.
SV8100 configured as follows:

City Hall & Police Station:

- 1- SV8100 System Package
- 120- Digital Station Ports
- 32- Analog Station Ports
- 2- PRI T-1 Cards
- 4- CO Ports
- 1- 16 Port Conference Card
- 116- 24 Button Digital Phones
- 1- 16-Port UM8000 Voice Mail System
- 1- 16-Port Conference Bridge
- 122- UC Desktop Client Software License
- 6- Soft Phone Licenses and USB Headsets

Activity Center:

- 1- SV8100 Remote System Package
- 8- Digital Station Ports
- 4- Analog Station Ports
- 4- CO Ports
- 6- 24 Button Digital Phones

Public Works:

- 1- SV8100 Remote System Package
- 8- Digital Station Ports
- 4- Analog Station Ports
- 4- CO Ports
- 8- 24 Button Digital Phones

Complete installation of proposed SV8100 platform to include installation, cutover, user & admin training and removal of existing phone system equipment.

UC Desktop software includes installation of built in UC Server blade, installation and configuration of (5) desktop clients and training of City's IT staff on deployment of additional UC desktop clients.

Price includes complete installation of the equipment listed, training and a one-year warranty. Installation labor is based on Monday through Friday, 8:00 am – 5:00 pm excluding holidays.

800 SW 34th STREET, SUITE A • RENTON, WA 98057 • (425) 291-1391 • FAX (425) 291-1340
55 E. LINCOLN ROAD, SUITE #101 • SPOKANE, WA 99208 • (509) 467-2110 • FAX (509) 467-2268

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Agreement with the South County
Area Transportation Board (SCATBd)
For continued City participation.

FOR AGENDA OF: September 5, 2013

DEPT. OF ORIGIN: Planning, Building & Public
Works

ATTACHMENTS:

1. SCATBd Agreement
2. SCATBd Letter dated July 24, 2013

DATE SUBMITTED: August 13, 2013

CLEARANCES:

☒ Legal PB

☐ Finance _____

☐ Marina N/A

☐ Parks, Recreation & Senior Services N/A

☒ Planning, Building & Public Works DJB

☐ Police N/A

☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this item is to approve the City of Des Moines' continued participation with the South County Area Transportation Board (SCATBd) by entering into an agreement through 2015 with an automatic two-year extension. The following motion will appear on the consent calendar:

Suggested Motion:

Motion: "I move to approve entering into an Agreement with the South County Area Transportation Board for a period of two years, ending December 31, 2015 with an automatic two-year extension, authorize the City to make an annual contribution of \$100, and for the City Manager to sign said Agreement substantially in the form submitted."

Background:

The City of Des Moines has been an active member of SCATBd for many years now. The current SCATBd Agreement will expire on December 31, 2013. Council Member Jeanette Burrage currently represents the City in this group along with Planning, Building and Public Works Director, Dan Brewer, who serves as the alternate. SCATBd provides a forum for sharing information and coordinating interrelated projects as well as providing a strong voice for making sure that South County transportation needs are considered in this region. Without a unified South County voice, the strong East County and Seattle transportation interests would be expected to dominate King County decision making on this important topic. The City of Des Moines has benefited on a number of occasions by having SCATBd backing for our street and transit needs.

Discussion:

The purpose of the Agreement is to identify the voting and non-voting members of the South County Area Transportation Board and to provide for its continuation. SCATBd is the South County forum for information sharing, consensus building and coordination to resolve transportation issues, which affect the South County area. SCATBd is a forum that allows input into decisions and other transportation-related issues as determined by membership, issues such as:

- Development of King County Metro Six-Year Transit and Sound Transit Development Plans
- Implementation of transit service priorities
- Recommendations for regional project identification and Countywide project selection
- Recommendations for modifications to Sound Transit service implementation-related services, projects and development of future Phase II planning efforts

It is especially important to have a voice during these tight economic times. The more South County works cooperatively, the better chance the cities have to benefit from decisions made by this Board.

Alternatives:

Council could decide not to participate, but Des Moines would be left out of the loop for input, decisions and resources that will affect our role in transportation issues in the South County area. We would have to handle our issues without the support and networking of the surrounding agencies which would have a negative effect on our ability to gain funding and support for outside resources and build consensus to promote our interests.

Financial Impact:

Under Section 5 of the Agreement, King County is providing the general administrative and program support for SCATBd. Section 6 requires cities to contribute \$100 annually to support special events, public education or other expenses authorized by SCATBd. This is a minimal amount in comparison to the benefits that are reaped by participation in this forum.

Recommendation:

Staff recommends that the City continue its participation in the South County Area Transportation Board and that Council approve the motion.

Concurrence:

The Legal and Planning, Building, and Public Works Departments concur.

South County Area Transportation Board Agreement

Parties to Agreement

City of Algona
 City of Auburn
 City of Black Diamond
 City of Burien
 City of Covington
 City of Des Moines
 City of Enumclaw
 City of Federal Way
 City of Kent
 City of Maple Valley
 City of Milton
 City of Normandy Park
 City of Pacific
 City of Renton
 City of SeaTac
 City of Tukwila
 Muckleshoot Indian Tribe
 King County

Transmitted to parties for approval and signature on _____.

THIS AGREEMENT is made and entered into by and among the CITY OF ALGONA, hereafter called "Algona"; the CITY OF AUBURN, hereafter called "Auburn"; the CITY OF BLACK DIAMOND, hereafter called "Black Diamond"; the CITY OF BURIEN, hereafter called "Burien"; the CITY OF COVINGTON, hereafter called "Covington"; the CITY OF DES MOINES, hereafter called "Des Moines"; the CITY OF ENUMCLAW, hereafter called "Enumclaw"; the CITY OF FEDERAL WAY, hereafter called "Federal Way"; the CITY OF KENT, hereafter called "Kent"; the CITY OF MAPLE VALLEY, hereafter called "Maple Valley"; the CITY OF MILTON, hereafter called "Milton"; the CITY OF NORMANDY PARK, hereafter called "Normandy Park"; the CITY OF PACIFIC, hereafter called "Pacific"; the CITY OF RENTON, hereafter called "Renton"; the CITY OF SEATAC, hereafter called "SeaTac"; the CITY OF TUKWILA, hereafter called "Tukwila"; the MUCKLESHOOT INDIAN TRIBE; and KING COUNTY, a legal subdivision of the State of Washington, hereafter called "King County" as members of the South County Area Transportation Board.

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their citizens; and

WHEREAS, the South County Area Transportation Board has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the south King County area;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 Purpose of this Agreement

The purpose of this Agreement is to recognize the South County Area Transportation Board as the transportation board for the south King County area to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state and federal transportation decisions.

2.0 Members and Voting

Members shall have full voting rights, limited voting rights or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all of the following issues before the South County Area Transportation Board, unless otherwise noted, including:

1. Administrative issues, such additional members and use of dues
2. Recommendations to Sound Transit on policies and capital and service plans and implementation.
3. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
4. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Transportation Policy Board.
5. Recommendations to WSDOT on policies, programs and projects.
6. Recommendations to the PSRC on plans, policies, programs and projects such as Transportation 2040 updates and regional funding policies, strategies or programs.
7. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2 Members with Limited Voting Rights: The South County Area Transportation Board may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to this agreement in attendance at a regular meeting.

1. Recommendations to WSDOT on policies, programs and projects.
2. Recommendations to the PSRC on plans, policies, programs and projects such as Transportation 2040 updates and regional funding policies, strategies or programs.
3. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2(a) Such members and voting rights, if any, shall be listed in operating procedures to be adopted by the South County Area Transportation Board.

2.3 Non-Voting Members: The South County Area Transportation Board may add non-voting members by unanimous vote of the parties to this agreement in attendance at a regular meeting. The South County Area Transportation Board may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

2.3(a) Such members shall be included in operating procedures to be adopted by the South County Area Transportation Board.

3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows:

Full Voting Members	Number of Representatives
City of Algona	1
City of Auburn	1
City of Black Diamond	1
City of Burien	1
City of Covington	1
City of Des Moines	1
City of Enumclaw	1
City of Federal Way	1
City of Kent	1
City of Maple Valley	1
City of Milton	1
City of Normandy Park	1
City of Pacific	
City of Renton	1
City of SeaTac	1
City of Tukwila	1
Muckleshoot Indian Tribe	1
King County	3

3.2 Elected officials shall be appointed to the South County Area Transportation Board by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.

3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

4.0 Operating Procedures

4.1 The South County Area Transportation Board shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair and vice-chair shall be elected per the operating procedures and shall be responsible for setting meeting agenda, running meetings and any other activities identified in the operating procedures.

5.0 Lead Agency

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the South County Area Transportation Board. King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency, in its sole discretion, shall determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining the South County Area Transportation Board membership rosters and distribution lists; arranging for Board meetings, including scheduling, agendas and rooms; collecting, administering and disbursing Board dues; providing Board meeting support to the chair and vice chair; attending Board meetings; and preparing Board meeting summaries.

6.0 Financing and Cost Sharing Guidelines

6.1 **Yearly Dues:** The South County Area Transportation Board members shall pay a minimum of \$100 per full voting representatives in annual dues to remain members in good standing. The Lead Agency will bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100, and any dues required by limited or non-voting members, will be determined by the South County Area Transportation Board as prescribed in the operating procedures. Revenue from dues shall be used for special events, public education, or other expenses authorized by the South County Area Transportation Board. The designated Lead Agency shall not be required to pay yearly dues.

6.2 **Annual Review of Financing:** The South County Area Transportation Board shall determine by June 30 of each year whether additional annual dues above \$100 per voting representatives will be required of the South County Area Transportation Board member jurisdictions for the following year.

6.3 **Additional financial contributions:** If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for King County to recuse itself from further financial obligations. Recused members may not vote on determining the additional financial contribution or uses for the additional funds.

6.4 **Modification to Agreement Required:** If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

7.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to the chair of the South County Area Transportation Board at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to the South County Area Transportation Board and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body of sufficient funds. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

8.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2015, provided that unless terminated earlier in accordance with Section 9.0, this Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2016 and ending no later than December 31, 2017.

9.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

10.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

11.0 Return of Funds

At such time as this Agreement expires without being extended or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

12.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

13.0 Legal Relations

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other party only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this Section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

14.0 Entirety and Modifications

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

14.2 This Agreement may be modified or extended only by written instrument signed by all the parties hereto.

15.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

City of Algona

City of Auburn

City of Black Diamond

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

City of Burien

City of Covington

City of Des Moines

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

City of Enumclaw

City of Federal Way

City of Kent

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

City of Maple Valley

City of Milton

City of Normandy Park

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

City of Pacific

City of Renton

City of SeaTac

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

City of Tukwila

Muckleshoot Indian Tribe

King County

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____



South County Area Transportation Board

MS: KSC-TR-0814
201 South Jackson Street
Seattle, WA 98104-3856

Phone: (206) 684-1417 Fax: (206) 684-2111

July 24, 2013

The Honorable Dave Kaplan
Mayor, City of Des Moines
21630 11th Avenue S. Suite A
Des Moines, WA 981298

RECEIVED

JUL 29 2013 2:07

CITY OF DES MOINES
CITY CLERK

Dear Mayor Kaplan:

We are writing to transmit the new South County Area Transportation Board (SCATBd) Agreement and request approval by the Des Moines City Council. The SCATBd approved this Agreement on July 16, 2013 to supersede the current agreement which will expire at the end of this year. This SCATBd Agreement, as well as the agreements for SeaShore and the Eastside Transportation Partnership, was developed by a joint committee composed of the chairs and vice chairs of all three transportation boards.

The changes are intended to streamline the agreements and the approval process, allow each board to tailor their procedural items as needed, and reflect the reduced King County staffing levels in the adopted 2013-2014 King County budget. Highlights of the proposed changes for the SCATBd Agreement include the following:

- Signatories to the Agreement no longer include agencies and organizations, or jurisdictions not in King County.
- A separate Procedures document adopted by the SCATBd identifies agencies, organizations, and other jurisdictions as limited voting members or non-voting members.
- Language has been simplified and updated.
- The Agreement is for a two-year period with an automatic two-year extension.

We would appreciate your help in seeking prompt consideration and action by the Des Moines City Council and signature by a designated representative. For the purpose of this Agreement, an authorized electronic signature constitutes an original signature. The Agreement with SCATBd member signatures will accompany the ordinance that will be submitted to the King County Council for final approval. You will receive a fully signed copy of the Agreement for your records when the process is completed. We hope that this can be accomplished before the end of the year when the current agreement expires.

SCATBd Agreement Request Approval

July 24, 2013

Page 2

Following the City of Des Moines approval, please notify Paul Takamine, King County Department of Transportation, 201 South Jackson Street, Seattle, WA. 98104. If you have questions, please contact Paul Takamine at 206-684-1417 or paul.takamine@kingcounty.gov.

Thank you very much for your cooperation.

Sincerely,



Pete Lewis
Mayor, City of Auburn
SCATBd Chair



Marcie Palmer
Councilmember, City of Renton
SCATBd Vice-Chair

Attachment: 2013 SCATBd Agreement

cc: Sandy Paul-Lyle, Des Moines City Clerk

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

Interlocal Agreement between the City of
Des Moines and the Highline School
District for a School Resource Officer at
Mt. Rainier High School

ATTACHMENTS:

- 1) Interlocal Agreement between the City of
Des Moines and the Highline School
District for a School Resource Officer at
Mt. Rainier High School

FOR AGENDA OF: September 5, 2013

DEPT. OF ORIGIN: Police

DATE SUBMITTED: August 13, 2013

CLEARANCES:

- ☒ Legal AK
☒ Finance ph
☐ Marina N/A
☐ Parks, Recreation & Senior Services N/A
☐ Planning, Building & Public Works N/A
☒ Police AK
☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose

This Interlocal Agreement ("ILA") will allow for the continuation of the School Resource Officer Program at Mount Rainier High School. The 2012-2013 ILA with the Highline School District expired on June 30, 2013. The District desires to continue the SRO Program and has informed the City it can contribute \$50,000.00 toward the annual expense of the ten months an officer is assigned to the School Resource Officer Program. The ILA would be in place for the 2013-2014 school year.

SUGGESTED MOTION:

"I move to approve the ILA between the City of Des Moines and the Highline School District, for the City to provide a police officer to serve as a school resource officer and for the District to compensate the City \$50,000.00 for the ten months the officer will be assigned to the school; and to authorize the City Manager to sign the ILA substantially in the form as attached."

Background

The City of Des Moines started the School Resource Officer Program at Mount Rainier High School in the year 2000 with a grant from the Federal Government. The funding and the obligation under the grant ended in 2004. In 2005, the City of Des Moines entered into an ILA with the Highline School District to continue the program with the District paying for ten months of an officer's salary and benefits each year. These Agreements have remained in place until this year. Both City staff and the District staff desire to continue this program.

Discussion

Mount Rainier High School staff, the School District Administration, and the Police Department believe this is a very beneficial program and would like to see it continue. Incidents of school violence continue to be a grave concern with all public schools. Incident of assault, drug and gang activity do occur at the school and this program helps serve as a deterrent. The program also allows and provides for a strong police nexus to the youth in our community at a time and place in their development when they can be influenced by many negative factors. It is helpful to have an officer in the school community who can develop a rapport with the youth in a non confrontational setting.

The existing program allows for the School Resource Officer to move between Highline School District Campuses within the City of Des Moines to help deal with police-related incidents and also permits the assigned officer to work on traffic-related enforcement concerns near campuses. This has proven beneficial for the City because it allows additional traffic enforcement around the school zones. The School Resource Officer will continue to be based out of Mt. Rainier High School but maintains the flexibility to address other school campus' issues. In addition, if needed the police department still has the ability to temporarily re-assign the officer up to 20 hours a week to include holidays or school vacations.

Financial Impact

The District agrees to compensate the City of Des Moines \$50,000.00 towards salary and benefits for the officer assigned to the School Resource Officer position for the ten months an officer is assigned as a School Resource Officer. The estimated annualized cost for salary and benefits is \$134,054 making the obligation to the City \$84,054 to continue the program. Funding for the City's portion of this program will be absorbed within our current adopted 2013 police department budget as well as the 2014 police department budget under the patrol division.

Recommendation or Conclusion

The School District and the Police Department have developed a very positive relationship and are very supportive of this Program. It is in the interest of both the City of Des Moines and the Highline School District to continue with this program.

**INTERLOCAL AGREEMENT
For
SCHOOL RESOURCE OFFICER
Between
THE CITY OF DES MOINES and HIGHLINE SCHOOL DISTRICT 401**

In Accordance with the Interlocal Cooperation Act (RCW 39.34), the City of Des Moines ("The City"), and Highline School District 401 ("The District"), each of which is a Washington Municipal Corporation, hereby enter into the following INTERLOCAL AGREEMENT:

RECITALS

WHEREAS:

- A. The District and the City desire to promote law enforcement and related services to Mount Rainier High School and other Highline District Schools within the City;
- B. A School Resource Officer Program has been proposed for Mount Rainier High School with additional services to other Highline District Schools within the City as hereinafter described;
- C. The District and the City recognize the potential benefits of the School Resource Officer Program to the citizens of the City and particularly to the students and staff of Mount Rainier High School; and
- D. It is in the best interest of the citizens and residents of the District and the City to establish this program,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. TERM of AGREEMENT and RENEWAL

- 1.1 This Agreement shall be for one (1) school year.
- 1.2 This Agreement shall commence as of September 1, 2013 and shall terminate as of June 30, 2014.
- 1.3 This Agreement may be renewed by written agreement of all of the Parties.
- 1.4 This Agreement may be terminated by either party by 90 ninety (90) days written statement of termination directed to the other party. Should the Agreement be terminated by either party, the City will reimburse the District on a prorated basis for any months remaining on the Agreement at a rate of one-tenth of the annual fee for each full month.

II. SCHOOL RESOURCE OFFICER PROGRAM CONTINUED

2.1 A School Resource Officer Program has been established between the City of Des Moines Police Department ("Des Moines PD") and Mount Rainier High School ("the High School"), with additional services to other Highline District Schools located within the City of Des Moines. Said program is hereby continued for the term of this Agreement.

2.2 Through the School Officer Resource Program, the High School and the Des Moines PD have committed to providing a safe, fun environment that promotes education and interaction with the students in a positive caring manner. This is accomplished with a committed partnership among the school, students, staff, parents, police department, and neighbors to enhance the schools and the community.

III. RIGHTS AND DUTIES OF THE DES MOINES PD

3.1 The Chief of the Des Moines PD ("the Chief") shall assign one (1) regularly employed police officer as a School Resource Officer ("SRO") to the High School who will also provide additional services to other Highline District Schools located within the City of Des Moines.

3.2 The SRO shall be assigned to the school district for a minimum of twenty (20) hours per week while school is in session. Additional time may be authorized by the department at the request of the school district not to exceed a total of forty (40) hours per week subject to department approval and provided the SRO's assistance is not required for other police activities away from the school. Absences from the school by the SRO during the school year for training or other Des Moines PD activities shall not exceed five (5) school days in duration at any one time. The Des Moines PD may temporarily reassign the SRO during school holidays and vacations.

3.3 The SRO shall also act as an instructor for specialized, short-term law enforcement related programs at the high school or other District schools within Des Moines when invited to do so by the principal or members of the faculty.

3.4 The SRO shall have the following additional duties and responsibilities:

3.4.1 When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.

3.4.2 The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention in nature.

3.4.3 The SRO shall become familiar with all community agencies which offer assistance to youths and their families such as youth job placement assistance, mental

health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school.

3.4.4 The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result in student unrest.

3.4.5 Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to the Police Department Policy and legal requirements with regard to such interviews.

3.4.6 The SRO shall take law enforcement action as required, including but not limited to appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school activities. As soon as practicable, the SRO shall make the principal of the school aware of any law enforcement action.

3.4.7 The SRO shall give assistance to other police officers in matters regarding his/her school assignment, whenever necessary.

3.4.8 The SRO shall patrol the assigned school and surrounding neighborhoods in order to identify, investigate, and prevent incidents involving weapons, violence, harassment, intimidation, and other law violations. The SRO may also be assigned investigations related to runaways, assaults, thefts, and truancy, provided such investigations relate to the students attending the school to which the SRO is assigned. The SRO may also be assigned or provide traffic enforcement duties at the schools and surrounding neighborhoods. Such duties may include school zone speed enforcement.

3.4.9 The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program.

3.4.10 The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. The SRO shall not perform any non-law enforcement functions. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. School Resource Officers are not to be used for regularly assigned duties such as lunchroom duty. If there is a problem area, the SRO may assist the school until the problem is solved.

3.4.11 The SRO shall have a primary obligation to the City, not the School District. This contract and performance thereof by the City police officers shall not create any special relationship with any person or duties to protect any specific persons from harm or injury including the party signing this contract. The law enforcement/peacekeeping duties to be performed pursuant to this contract are the same in extent and scope as those provided by police officers to every member of the public.

3.4.12 Any exceptions to the above must be mutually agreed upon by the Chief of Police of the Des Moines PD, the School District, and the School Principal.

IV. RIGHTS AND DUTIES OF THE DISTRICT

4.1 The District shall provide the SRO with the materials and facilities necessary to the performance of the SRO duties at the High School.

4.2 The following materials and facilities are deemed necessary to the performance of the SRO's duties:

- 4.2.1 Access to a properly lighted private office with a telephone that may be used for general business purposes.
- 4.2.2 A location for files and records that can be properly locked and secured.
- 4.2.3 A desk with drawers, a chair, work table, filing cabinet, and officer supplies.
- 4.2.4 Access to a typewriter, computer, and/or secretarial assistance.

V. FINANCING OF THE SCHOOL RESOURCE OFFICER

5.1 The District will compensate the City for a portion of the direct salary and benefits incurred for the assigned School Resource Officer for the ten month duration of the 2013-2014 school year. The District to the will pay the City of Des Moines \$50,000 for the school year 2013-2014 for school resource officer services related to this Agreement.

5.2 The City will invoice the District for the entire \$50,000 in salary and benefits to be incurred during the ten month period on or before the first day of each school year.

5.3 Any overtime hours requested and authorized by either party to this Agreement shall be paid by the party requesting and authorizing the additional overtime hours. If the District requests and authorizes the overtime hours, the District will be separately invoiced for the direct salary and related benefits for the overtime hours worked by the assigned School Resource Officer.

VI. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER

The SRO shall remain an employee of the Des Moines Police Department, and shall not be an employee of the School District. The School District and the Chief acknowledge that the SRO shall remain under the direct supervision of the City of Des Moines Police Department.

VII. APPOINTMENT OF SCHOOL RESOURCE OFFICER

7.1 The SRO must be a volunteer for the position with a minimum of three (3) years of law enforcement service or experience.

7.2 The appointment of the SRO shall be at the discretion of the Chief based upon:

7.2.1 A written application to the Chief that outlines his/her qualifications; and

7.2.2 Input from the High School principal or the principal's designee and the District's Director of Safety and Security.

7.3 Additional criteria for consideration by the Chief shall include job knowledge, training, education, appearance, attitude, communication skills, and bearing.

VIII. DISMISSAL OF SCHOOL RESOURCE OFFICER; REPLACEMENT

8.1 In the event the principal of the High School feels that the SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent of the District that the SRO be removed from the program and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the Chief or his/her designee of the principal's request. If the Chief desires, the Superintendent and Chief, or their designees, shall meet with the SRO to mediate or resolve any problems. At such meeting, specified members of the staff of the school may be required to be present. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated or in the event mediation is not sought by the Chief, then the SRO shall be removed from the program and a replacement shall be obtained.

8.2 The Chief may dismiss or reassign the SRO based upon Des Moines PD Rules, Regulations and/or General Orders and when it is in the best interest of the Parties, the students and the citizens of the City of Des Moines.

8.3 In the event of the resignation, dismissal, or reassignment of the SRO, or in the case of long term absences by the SRO, the Chief shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the Chief shall appoint a permanent replacement for the SRO position.

IX. LIABILITY

Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence; neither party shall indemnify nor hold the other party harmless.

X. MISCELLANEOUS PROVISIONS

9.1 Effective Date. This Agreement shall be effective upon ratification by resolution of the governing body and execution by the Chief Executive Officer of each of the Parties.

9.2 Amendment. This Agreement may be amended only upon consent of all Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.

9.3 Waiver. The waiver by any Party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.

9.4 Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

9.5 Entire Agreement. This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

9.6 Counterparts. This Agreement shall be effective whether signed by all Parties on the same document or whether signed in counterparts.

9.7 Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to:

Dr. Susan Enfield, Superintendent
Highline School District No. 401
15675 Ambaum Boulevard SW
Burien WA 98166

George M. Delgado, Chief of Police
City of Des Moines Police Department
21900 11th Ave. S
Des Moines WA 98198

EXECUTED and APPROVED by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

APPROVED AS TO FORM this _____
day of _____, 2013.

DATED this _____ day of
_____, 2013.

CITY OF DES MOINES

By _____
City Attorney of Des Moines

By _____
Anthony A. Piasecki, Its City Manager

At the direction of the Des Moines City
Council by resolution regularly passed at an
open public meeting on _____, 2013.

APPROVED AS TO FORM this _____
day of _____, 2013.

DATED this _____ day of
_____, 2013.

HIGHLINE SCHOOL DISTRICT NO. 401

By _____
Attorney for Highline School Dist. No. 401

By _____
Dr. Susan Enfield, Its Superintendent

AGENDA ITEM

SUBJECT: Consultant Contract Amendment –
Grant Fredricks

AGENDA OF: September 5, 2013

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

DATE SUBMITTED: August 26, 2013

1. Proposed Amendment 4 to Services Agreement with Grant Fredricks
2. Services Agreement with Grant Fredricks dated January 5, 2013 with Amendments 1-

CLEARANCES:

- ☒ Legal NG
☐ Finance N/A
☐ Marina N/A
☐ Parks, Recreation & Senior Services N/A
☒ Planning, Building & Public Works DSB
☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AK

Purpose and Recommendation:

The purpose of this item is for the City Council to approve a contract amendment with Grant Fredricks for consulting services in the areas of priority policy development identified by the City Council and City Manager, and continue working on a plan to develop a new City Hall and Courthouse. The amendment increases the dollar limit above that currently authorized in the 2013 Budget but within the Planning, Building & Public Works Department's overall General Fund budget. Without the contract amendment, Mr. Fredricks will reach his authorized contract limit in mid-September. The following motion will appear on the Consent Calendar.

Suggested Motion:

Motion: "I move to approve Amendment 4 to the Contract with Grant Fredricks, continuing professional consulting services through December 31, 2013 for an additional \$13,478 with a total not to exceed \$72,000 for 2013, and authorize the City Manager to sign the contract amendment substantially in the form submitted."

Background:

Mr. Fredricks offered the City his services under contract in 2013 following his retirement in November 2012. As a State Personnel System (PERS) 2 retiree, he may work up to 867 hours a year (approximately 17 hours a week on average) for employers such as the City covered by PERS. Through August 2013, he has worked a total of 595 hours, approximately 91.5% of his hours currently under contract and 68% allowable as a PERS retiree.

His time to date has been spent on economic development, build out of the Des Moines Creek Business Park, Link Light Rail extension to Federal Way with a stop at Highline Community College/Kent-Des Moines Road, the Marina and Beach Park development, updating the Sign, Pacific Ridge Zone and Parking Codes, other changes to the DMMC which would make the City more attractive for

development, easier to understand and enforce, and better serve the community, and budget and organizational development. These activities were all identified as priorities in the January 2013 City Council retreat.

Discussion

Mr. Fredricks has been generally working in Des Moines two days each week and also working from his home office when it's not necessary to commute to City Hall. He occasionally participates in City Council meetings and sometimes represents the City on working groups and committees.

Mr. Fredricks is currently working under a City Council-approved contract through the end of 2013. The contract amendment proposed for Council approval tonight increases the number of hours to 800 (of the 867 currently allowed as a PERS retiree) and amount by \$13,478 providing enough additional hours to continue his work through November. Mr. Fredricks is not available to work in December unless there is a special City need. Without the requested amendment, he will reach the dollar limit of his current contract during the 3rd week in September.

During the remainder of 2013, he will be finalizing the Pacific Ridge and Parking ordinances, working with an interagency work group and City staff on Light Rail planning and the Federal Way Transit Extension Draft EIS, working on Pacific Highway policy and planning, working with the Port of Seattle on modifications to the Second Development Agreement, working with staff on rewrites of the remaining development regulations in DMMC Titles 17 and 18, and continuing planning for a new City Hall and Courthouse.

Alternatives

Council may choose not to approve the contract amendment in which case Mr. Fredricks will wrap up and hand off his ongoing efforts to the Planning Building & Public Works Director, who has indicated that he will be forced to suspend any of Mr. Fredricks work until at least 2014 because of the current level of staffing and current activity.

Financial Impact

The 2013 Budget was developed to accommodate up to \$58,522 in services provided by contract as proposed, but the Planning, Building & Public Works Director has enough salary savings available because of staff vacancies and hire lag to pay for the proposed contract amendment. Mr. Fredricks' 2013 hourly rate is substantially below that of management consultants providing similar services.

Recommendation/Conclusion:

Staff recommends that Council approve the proposed contract.

FOURTH CONTRACT AMENDMENT/ADDENDUM
CONTRACT FOR INTERIM SERVICES BETWEEN
THE CITY OF DES MOINES AND GRANT FREDRICKS

THIS AMENDMENT/ADDENDUM is entered into on this ____ day of September 2013, pursuant to that certain Contract entered into on the 5th day of January, 2013, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **GRANT FREDRICKS** (hereinafter "VENDOR").

The parties herein agree that the Contract dated January 5, 2013, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

I) **SECTION III** of Contract dated January 5, 2013, is hereby amended to read as follows:

III. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed \$72,000, at a rate of \$90.00 per hour, for the goods materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5th of the following month. The invoice will include an itemized work summary.

Except as modified hereby, all terms and conditions of contract dated January 5, 2013, remain in full force and effect.

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Page 2 of 2

SERVICES AGREEMENT
between the City of Des Moines and Grant Fredricks

THIS AGREEMENT is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Grant Fredricks (hereinafter the "Vendor"). This is intended to serve as an interim personal services contract not to exceed \$5,000 in value and expiring January 31, 2013 or when superseded by a City Council-approved contract.

AGREEMENT

I. DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City:

1. Participate in the City Council's goal setting retreat on January 5, 2013.
2. Participate in the January 22, 2013 meeting with Port elected officials and staff and City elected officials and staff to chart a path forward on the economic development of the Des Moines Creek Business Park, and then coordinate the City's actions in support of that direction.
3. Working with the City's Economic Development Manager, coordinate community development and economic development policy initiatives resulting from January's City Council retreat.
4. Working with the Economic Development Manager, develop policy proposals for City Council consideration to accelerate economic development,
5. Work on other City Manager assignments as directed.

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

II. TIME OF COMPLETION. Upon the effective date of this Agreement, Vendor shall complete the work and provide all goods, materials, and services by January 31, 2013.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed \$5,000, at a rate of \$90.00 per hour, for the goods, materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5th of the following month. The invoice will include an itemized work summary.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Vendor.
- B. Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Vendor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

V. TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement.

VI. CHANGES. The City may issue a written amendment for any change in the goods, materials or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that an amendment is necessary, Vendor must submit a written amendment request to the person listed in the notice provision section of this Agreement, section XIV(D), within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Vendor fails to require an amendment within the time allowed, the Vendor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Vendor disagrees with the

equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VII, Claims, below.

The Vendor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VII. CLAIMS. If the Vendor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Vendor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall

have access to any of the Vendor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VIII. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

IX. WARRANTY. This Agreement is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

X. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age,

sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XI. INDEMNIFICATION. Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence.

The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

XII. WORK PERFORMED AT VENDOR'S RISK. Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIII. MISCELLANEOUS PROVISIONS.

A. Recyclable Materials. The city recommends that its contractors and consultants use recycled and recyclable products whenever practicable.

B. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court,

King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XI of this Agreement.

D. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

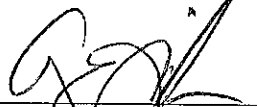
F. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.

G. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

H. Compliance with Laws. The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

VENDOR: By: <u></u> (signature) Print Name: Grant L. Fredricks DATE: <u>1/5/13</u>	CITY OF DES MOINES: By: <u></u> (signature) Print Name: Anthony A. Piasecki Its: City Manager DATE: <u>1/4/13</u>
NOTICES TO BE SENT TO: VENDOR: Grant L. Fredricks 9020 Valley Green Dr SE Olympia, WA 98513 (360) 584-3164 (cell phone) granita@ix.netcom.com	NOTICES TO BE SENT TO: CITY OF DES MOINES: Tony Piasecki, City Manager City of Des Moines 21630 11 th Ave. So., Suite A (206) 870-6541 (telephone) (206) 870-6540 (facsimile)

APPROVED AS TO FORM:
P. B. Boman
 Des Moines City Attorney

CONTRACT AMENDMENT/ADDENDUM

CONTRACT FOR INTERIM SERVICES BETWEEN THE CITY OF DES MOINES AND Grant Fredricks

THIS AMENDMENT/ADDENDUM is entered into on this 22nd day of January, 2013, pursuant to that certain Contract entered into on the 5th day of January, 2012, ³ ~~11~~ between the **CITY OF DES MOINES**, WASHINGTON (hereinafter "City"), and **GRANT FREDRICKS** (hereinafter "VENDOR").

The parties herein agree that the Contract dated January 5, 2013, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

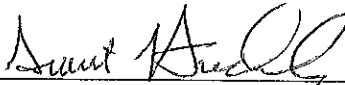
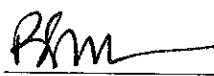
I) **SECTION II** of Contract dated January 4, 2012, ³ ~~11~~ is hereby amended to read as follows:

TIME OF COMPLETION. Upon the effective date of this Agreement, Vendor shall complete the work and provide all goods, materials, and services by February 28, 2013.

Except as modified hereby, all terms and conditions of contract dated January 5, 2012, remain in full force and effect.

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IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

GRANT L. FREDRICKS: By: <u></u> (signature) Print Name: <u>Grant L. Fredricks</u> Vendor DATE: <u>1/22/13</u>	CITY OF DES MOINES: By: <u></u> (signature) Print Name: <u>Anthony A. Piasecki</u> Its <u>City Manager</u> DATE: <u>1/22/13</u> Attest: _____ Approved as to form: _____ <u></u> <u></u> City Clerk City Attorney DATE: <u>1/22/13</u> DATE: <u>1/16/2013</u>
NOTICES TO BE SENT TO: Grant L. Fredricks: 9020 Valley Green Dr SE Olympia, WA 98513 (360) 584-3164 (cell phone) granite@ix.netcom.com	NOTICES TO BE SENT TO: CITY OF DES MOINES: Anthony A. Piasecki City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206-870-6541 (telephone) 206-870-6540 (facsimile)

SECOND CONTRACT AMENDMENT/ADDENDUM

CONTRACT FOR INTERIM SERVICES BETWEEN THE CITY OF DES MOINES AND Grant Fredricks

THIS AMENDMENT/ADDENDUM is entered into on this 29th day of January, 2013, pursuant to that certain Contract entered into on the 5th day of January, 2013, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **GRANT FREDRICKS** (hereinafter "VENDOR").

The parties herein agree that the Contract dated January 5, 2013, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

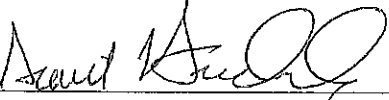
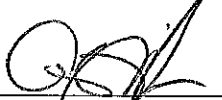
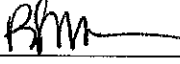
I) **SECTION III** of Contract dated January 5, 2013, is hereby amended to read as follows:

III. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed \$12,000, at a rate of \$90.00 per hour, for the goods materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5th of the following month. The invoice will include an itemized work summary.

Except as modified hereby, all terms and conditions of contract dated January 5, 2013, remain in full force and effect.

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IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

GRANT L. FREDRICKS: By: <u></u> (signature) Print Name: <u>Grant L. Fredricks</u> Vendor DATE: <u>1/29/13</u>	CITY OF DES MOINES: By: <u></u> (signature) Print Name: <u>Anthony A. Piasecki</u> Its <u>City Manager</u> DATE: <u>1/29/13</u> Attest: form: <u></u> City Clerk DATE: <u>1/29/13</u> Approved as to <u></u> City Attorney DATE: <u>1/29/13</u>
NOTICES TO BE SENT TO: Grant L. Fredricks: 9020 Valley Green Dr SE Olympia, WA 98513 (360) 584-3164 (cell phone) granite@ix.netcom.com	NOTICES TO BE SENT TO: CITY OF DES MOINES: Anthony A. Piasecki City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206-870-6541 (telephone) 206-870-6540 (facsimile)

CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to the contract dated January 5, 2013 between the CITY OF DES MOINES ("the City") and Grant Fredricks dba Fredricks Management Consulting, ("the Vendor").

Pursuant to paragraph VI. Changes of said contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended through December 31, 2013.

The parties herein agree that the Contract dated January 5, 2013, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

Section I of Contract dated January 5, 2013 is hereby amended to read as follows:

Vendor agrees to:

1. Participate in the City Council's goal setting retreat on January 5, 2013.
2. Participate in the January 22, 2013 meeting with Port elected officials and staff on Des Moines Creek Business Park and assist with its rapid development.
3. Working with the City's Economic Development Manager, coordinate community development and economic development policy initiatives resulting from January's City Council retreat including permit system improvements including further implementation of the Matrix recommendations, nuisance property code enforcement.
4. Working with the Economic Development Manager, develop policy proposals for City Council consideration to accelerate economic development.
5. Assist with economic development planning and project coordination, link light rail planning, planning for the 216th Street commercial corridor, improvements to the Municipal Code, Marina and Beach Park Business Plan implementation, City budget process improvements, organizational and policy development, Comprehensive Emergency Management Plan coordination and exercise planning, Legislative bill analysis, consolidation of services with other cities, and grant requests.
6. Develop concepts and proposals for the development of a new City Hall and Courthouse.
7. Work on other City Manager assignments as directed.

Section II of Contract dated January 5, 2013 is hereby amended to read as follows:

TIME OF COMPLETION. Upon the effective date of this Agreement, Vendor shall complete the work and provide all goods, materials, and services by December 31, 2013.

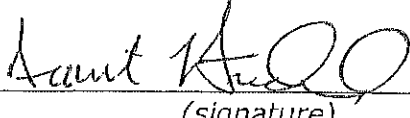
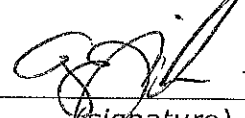
Section III of Contract dated January 5, 2013 is hereby amended to read as follows:

COMPENSATION. The City shall pay the Vendor an amount not to exceed \$58,522.00 at a rate of \$90.00 per hour, for the goods, materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5th of the following month. The invoice will include an itemized work summary.

Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

Except as modified hereby, all terms and conditions of said contract remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

GRANT L. FREDRICKS: By: <u></u> (signature) Print Name: <u>Grant L. Fredricks</u> Vendor DATE: <u>2/26/13</u>	CITY OF DES MOINES: By: <u></u> (signature) Print Name: <u>Anthony A. Piasecki</u> Its <u>City Manager</u> DATE: <u>2/22/13</u> Attest: form: <u></u> City Clerk DATE: <u>2/22/13</u> Approved as to <u></u> City Attorney DATE: <u>2/22/13</u>
NOTICES TO BE SENT TO: Grant L. Fredricks: 9020 Valley Green Dr SE Olympia, WA 98513 (360) 584-3164 (cell phone) granita.fredricks@gmail.com	NOTICES TO BE SENT TO: CITY OF DES MOINES: Anthony A. Piasecki City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206-870-6541 (telephone) 206-870-6540 (facsimile)

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing on Draft Ordinance
No. 13-180 amending the Business Park Zone
Permitted Uses

ATTACHMENT:

1. Draft Ordinance 13-180

FOR AGENDA OF: September 5, 2013

DEPT. OF ORIGIN: Planning, Building and
Public Works

DATE SUBMITTED: August 27, 2013

CLEARANCES:

- ☒ Legal TS
- ☐ Finance N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Planning, Building & Public Works DJB
- ☐ Police N/A
- ☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *AS*

Purpose and Recommendation

The purpose of this agenda item is to hold a public hearing for the City Council to consider Draft Ordinance 13-180 which would amend the permitted uses within the B-P Business Park Zone codified in Chapter 18.25 DMMC. Administration requests that the City Council approve the proposed amendments to the B-P Business Park Zone by passing the following motions:

MOTIONS:

First Motion: "I move to suspend City Council Rule 26(a) to consider Draft Ordinance 13-180 on first reading."

Second Motion: "I move to enact Draft Ordinance No. 13-180 amending the permitted uses within the B-P Business Park Zone codified in Chapter 18.25 DMMC."

OR

Alternate Motion: "I move to pass Draft Ordinance No. 13-180 amending the permitted uses within the B-P Business Park Zone codified in Chapter 18.25 DMMC, to a second reading on _____ or as soon thereafter as the matter may be heard, or scheduled by the mayor."

Background

The primary purpose and objective of the business park (B-P) zone is to provide areas of the city for development of compatible business, professional office, light industrial, research and development, service uses, wholesale trade, and limited retail uses. These uses are intended to be developed within master planned sites pursuant to development standards.

The Port buyout area, also referred to as the Des Moines Creek Business Park (DMCBP), is located within the B-P zone and is envisioned as a thriving center for trade-related activity that advances the region's vitality and generates new family wage jobs and revenue for the Port of Seattle, City, and region by linking DMCBP tenants to world markets via Sea-Tac Airport.

The Port and City would like the DMCBP to result in:

- A vibrant employment center that takes advantage of the site's proximity to Sea-Tac Airport.
- A new source of long-term revenue for both the Port and the City.
- Increased trade opportunities for the Puget Sound region.
- An attractive and safe community asset that serves as a prominent entrance to the City along the S. 216th Street corridor.

Development of the DMCBP is one of the City Council's long-term strategic objectives. The City of Des Moines and the Port of Seattle are working together to bring economic development to the city and region through development of the DMCBP site north of South 216th Street in the Port buyout area.

In 2004, the Port of Seattle in partnership with the Cities of Burien, Des Moines, SeaTac, Seattle and the Puget Sound Regional Council commissioned the *New Economic Strategic Triangle (NEST) Study: A Study of Development Properties Around Seattle-Tacoma International Airport*. The report provided an overview and discussion of the potential benefits that development of the NEST Properties, which includes the DMCBP, would bring to the region focusing on the economic environment, identifying the target industries that offer the greatest benefits, providing strategic recommendations and outlining an implementation plan for each property.

In April 2006, the Port published a Conceptual Master Plan (CMP) for the DMCBP. This CMP identified two potential development scenarios for the site that constituted the land use alternatives for the environmental review. The types of business envisioned in the CMP included light manufacturing, office, research and development, and logistics such as air cargo, warehousing, and distribution. The CMP bracketed the range of land use intensities from 900,000 square feet of development to 1.1 million square feet of development based on what the site could accommodate given: (1) the existing *City of Des Moines Comprehensive Plan* land use designation; (2) the existing zoning classification; (3) the stipulations of the First Development Agreement; and (4) site constraints, infrastructure capacity, and market conditions.

Discussion

On June 14, 2013, the Port of Seattle announced the selection of Panattoni Development Company, Inc., a privately-held real estate development firm headquartered in Newport Beach, California as the developer for the Des Moines Creek Business Park (DMCBP). The firm was chosen from a field of four proposers to develop the 89-acre site with a mix of airport-related commercial and light industrial uses.

The development standards applicable to the site are contained in the Des Moines Municipal Code (DMMC) Chapter 18.25, B-P Business Park Zone. Permitted uses are identified in DMMC 18.25.020. Currently, permitted used for the portion of the business park located north of S 216th Street include: air cargo and distribution facilities; light industry; high technology industry; office; warehousing; wholesale trade of general merchandise, products, supplies, materials and equipment; public facilities, including government offices and facilities; and retail trade.

Over the past several months, Panattoni has been working to secure potential tenants for the DMCBP site. A prospective tenant, a clean tech zero waste electric power generator, is interested in developing a biomass facility on the site. "Biomass energy" is derived from organic plant and animal material. Many different kinds of biomass, such as wood chips, corn, and some types of garbage or food waste, are used to produce electricity. Energy is produced by burning the biomass and by the anaerobic digestion process where microorganisms break down organic biomass in the absence of oxygen.

The biomass facility that is being considered is expected to generate 3-5 megawatts of electricity using a High Solids Anaerobic Digestion (HSAD) process that converts food waste from grocery stores and restaurants to electricity and nitrogen-rich compost. The facility would use a closed system design where all activities would be conducted inside a building.

Currently, the permitted uses section of the B-P zone (DMMC 18.25.020) does not include a category for such a use. The proposed amendments would expand the permitted uses to add a new use category classified by the 2007 North American Industry Classification System (NAICS) as "221119 Other Electrical Power Generation". Corresponding uses within this category are shown in the following table which includes both the 2007 and 2012 NAICS code numbers:

221119 Other Electric Power Generation - This U.S. industry comprises establishments primarily engaged in operating electric power generation facilities (except hydroelectric, fossil fuel, nuclear). These facilities convert other forms of energy, such as solar, wind, or tidal power, into electrical energy. The electric energy produced in these establishments is provided to electric power transmission systems or to electric power distribution systems.

2007	2012	Corresponding Index Entries
NAICS	NAICS	
221119	221117	Biomass electric power generation
221119	221117	Electric power generation, biomass
221119	221116	Electric power generation, geothermal
221119	221114	Electric power generation, solar
221119	221118	Electric power generation, tidal
221119	221115	Electric power generation, wind
221119	221116	Geothermal electric power generation
221119	221117	Power generation, biomass
221119	221116	Power generation, geothermal
221119	221114	Power generation, solar electric
221119	221118	Power generation, tidal electric
221119	221115	Power generation, wind electric
221119	221114	Solar farms

Note: the use categories in the DMMC are from the 2007 edition of the NAICS

As indicated in the table above, the 2007 NAICS uses a single classification number which encompasses all of the corresponding power generating facilities (i.e., biomass, geothermal, solar, tidal wind and geothermal), while the 2012 NAICS uses separate classification numbers for each type of energy facility. In addition, there are several ways to list these use categories in the permitted uses section of the B-P zone; for example, biomass facilities could be listed as: Biomass, Electric Power Generation; Electric Power Generation, Biomass; or Power Generation, Biomass. Council has the option to modify how the proposed use/s is listed and to limit the type of energy facilities that would be permitted:

Using the 2007 NAICS, Council would need to specify the desired uses they want to include such as:

(1) Other Electrical Power Generation (221119) limited to the following:

(a) Electric power generation, biomass (221119)

(b) Electric power generation, solar, (221119)

Using the 2012 NAICS, Council would need to identify the desired use category/s such as:

(1) Electric power generation, biomass (221117)

(2) Electric power generation, solar (221114)

Pursuant to RCW 36.70A.106 of the Growth Management Act, the proposed amendments to Chapter 18.25 DMMC would modify the City development regulations and are required to be forwarded to the Department of Commerce and other State Agencies for review and comment. This review period is a minimum of 60 days; during which a local jurisdiction cannot adopt proposed amendments to its development regulations. Staff requested a 15-day expedited review which was granted on August 22, 2013 thereby fulfilling the GMA notice requirements in RCW 36.70A.106.

A SEPA determination of nonsignificance was issued on August 9, 2013. The 15-day public comment period concluded on August 26th and no comments were received. The 10-day appeal period will lapse on September 5, 2013.

Alternatives

The City Council may:

1. Enact Draft Ordinance No. 13-180 as written.
2. Enact Draft Ordinance No. 13-180 with Council amendments.
3. Decline to enact Draft Ordinance No. 13-180.

Financial Impact

The gross revenues associated with the potential biomass facility are projected to be \$6.3 million per year. The project will have a 15 year power purchase contract with Puget Sound Energy and assumes the total contract revenues will be in excess of \$100 million, with escalation.

Recommendation

Staff recommends the suggested motions.

Concurrence

Legal, and Planning, Building, and Public Works concur.

CITY ATTORNEY'S FIRST DRAFT 08/26/2013**DRAFT ORDINANCE NO. 13-180**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the City of Des Moines B-P Business Park Zone, adding new sections to chapter 18.25 DMMC, codifying new sections, and amending the B-P Business Park Zone permitted uses codified in chapter 18.25 DMMC.

WHEREAS, the Des Moines City Council has been working with developers and property owners to provide more flexibility with its development regulations, allowing the marketplace to decide how best to achieve the City's broad economic development goals, and

WHEREAS, the Port of Seattle (Port) owns 89-acres within the B-P zone commonly known as the Port buyout area or Des Moines Creek Business Park (DMCBP), and

WHEREAS, the City and Port have been working together to entitle and market the DMCBP site, and

WHEREAS, the City Council is considering organizational refinements to the DMMC that provide consistency for the title, application, purpose, and authority sections of the zone, and

WHEREAS, the City Council is considering adding new use categories to the permitted uses section of Chapter 18.25 DMMC, and

WHEREAS, the Planning, Building and Public Works Director acting as the SEPA responsible official reviewed this proposed non-project action and issued a determination of nonsignificance (DNS) on August 9, 2013, the accompanying comment period has lapsed and appeal period will lapse on September 5, 2013, and

WHEREAS, the City Council set the date for the public hearing by Resolution No. 1238, fixing the public hearing for September 5, 2013 as required by DMMC 18.56.200, and

Ordinance No. _____
 Page 2 of 8

WHEREAS, the textual code amendments proposed in this Draft Ordinance were provided to the Department of Commerce as required by RCW 36.70A.106, and

WHEREAS, notice of the public hearing was issued on August 9, 2013 in accordance with the DMMC, and

WHEREAS, a public hearing was held on September 5, 2013 and all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the amendments contained in this Draft Ordinance are appropriate and necessary; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

NEW SECTION. Sec. 1. A new section is added to chapter 18.25 DMMC to read as follows:

Title. This chapter shall be entitled "B-P Business Park zone, uses allowed and special conditions."

NEW SECTION. Sec. 2. A new section is added to chapter 18.25 DMMC to read as follows:

Application. This chapter shall apply to all areas zoned B-P Business Park.

Sec. 3. DMMC 18.25.010 and section 1 of Ordinance No. 920 as amended by section 7 of Ordinance No. 1237 as amended by section 1 of Ordinance No. 1260 as amended by section 2 of Ordinance No. 1545 are amended to read as follows:

~~Purpose of zone.~~

(1) The primary purpose and objective of the Business Park (B-P) zone is to provide areas of the eCity for development of compatible business, professional office, light industrial, research and .

Draft Ordinance No. 13-180.2
 July 30, 2013

Ordinance No. _____
 Page 3 of 8

development, service uses, wholesale trade, and limited retail uses. Such uses shall be developed within master planned sites in park-like settings pursuant to development standards.

(2) It is the purpose of this zone to ensure compatibility between Business Parks and adjacent uses in terms of height, bulk, scale, and design; to mitigate potential adverse environmental impacts and nuisance effects on-site and off-site through careful planning, the use of buffering and screening, and the imposition of environmental performance standards and appropriate off-site mitigation requirements; to provide for the planned economic development of the eCity; to ensure that Business Park development is coordinated with the provision of adequate infrastructure by private applicants and the eCity, such as roads, drainage, and other utility systems; to require that Business Park developments pay their fair share of the costs of needed services and facilities; and to ensure that development occurs consistent with the goals and policies of the City of Des Moines Comprehensive Plan.

(3) Further, it is the purpose of this zone to establish standards to ensure that development occurs in a manner that is compatible with the Des Moines Creek Park, Des Moines Creek Trail, Steven J. Underwood Memorial Sports Park, City of Des Moines Senior Center and adjacent residential-designated properties.

NEW SECTION. **Sec. 4.** A new section is added to chapter 18.25 DMMC to read as follows:

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 July 30, 2013

Ordinance No. _____
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Authority. This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws.

Sec. 5. DMMC 18.25.020 and section 2 of Ordinance No. 920 as amended by section 1 of Ordinance No. 1199 as amended by section 3 of Ordinance No. 1237 as amended by section 2 of Ordinance No. 1260 as amended by section 1 of Ordinance No. 1412 as amended by section 3 of Ordinance No. 1545 are amended to read as follows:

Permitted uses. Only those uses listed below shall be permitted in the B-P zone. Each use is more fully described in the "North American Industry Classification System" (hereinafter "NAICS"), 2007 Edition, published by the United States Office of Management and Budget. A copy of the 2007 Edition of the NAICS shall be maintained on file in the office of the city manager or designee and shall be available for public inspection. The numbers in parentheses following each of the following listed uses refer to the NAICS code numbers:

(1) Services, limited to the following:

- (a) Administrative support services (561);
- (b) Professional, scientific, and technical services (54);
- (c) Management of companies and enterprises (55);
- (d) Health care services (621); provided, that this use is prohibited north of South 200th Street;
- (e) Repair services (8112, 8113 and 8114);
- (f) Personal services (812);

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(g) Recreation services (711310, 712110, 712120, 712190, 713940, and 713990); provided, that these uses are prohibited north of South 200th Street;

(h) Real estate institutions and rental services (53);

(i) Publishing, telecommunications, Internet service providers, and data processing services (51);

(j) Educational services (6114, 6115, 6116 and 6117);

(k) Religious, business and professional associations (813); provided, that these uses are prohibited north of South 216th Street;

(2) Finance and insurance services (52);

(3) Light manufacturing, fabrication, and assembly of the following and closely related products:

(a) Food products (3114, 3117, 3118, 3119, 3121);

(b) Apparel manufacturing (315);

(c) Wood products manufacturing (3219);

(d) Furniture and related products manufacturing (337);

(e) Pharmaceutical and medicine manufacturing (3254);

(f) Computer and electronic product manufacturing (334);

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 July 30, 2013

Ordinance No. ____
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(g) Electrical equipment and components manufacturing (335);

(h) Fabricated metal products manufacturing (3321, 3322, 3323, 3325, 3326, 3327);

(i) Medical equipment and supplies manufacturing (3391);

(j) Printing and related support activities (323);

(k) Stone, clay, glass, ceramics, pottery, china manufacturing (3271 and 3272);

(l) Toys, jewelry, and other miscellaneous manufacturing (3399);

(4) Building and special trade contractors (23);

(5) Retail trade, limited to the following:

(a) Restaurants (722);

(b) Building material and garden equipment and supplies dealers (444);

(c) General merchandise stores (452 and 445); provided, that these uses are prohibited north of South 200th Street;

(d) Furniture and home furnishing stores (442);

(e) Electronic and appliance stores (443);

(6) Public facilities, including the following:

(a) Public parks (no NAICS code);

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Ordinance No. ____
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(b) Public administration (92);

(c) Public utilities (221121, 221122, and 221210);

(7) Transportation and wholesale trade, limited to the following:

(a) Wholesale trade (42); provided, that 4235 is prohibited;

(b) Motor freight transportation (484);

(c) Support activities for freight transportation (4884, 4885, 4889);

(d) Courier and postal services (492 and 493);

(8) Operation of foreign trade zones limited to the uses listed in this section.

(9) Electric power generation, biomass (221119), provided that these uses are prohibited south of South 216th Street and north of South 208th Street.

NEW SECTION. **Sec. 6. Codification.** Sections 1, 2 and 4 shall be codified as new sections in chapter 18.25 DMMC.

NEW SECTION. **Sec. 7. Severability - Construction.**

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

(2) If the provisions of this ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this ordinance is deemed to control.

Draft Ordinance No. 13-180.2
July 30, 2013

Ordinance No. _____
 Page 8 of 8

NEW SECTION. **Sec. 8. Effective date.** This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines this _____ day of _____, 2013 and signed in authentication thereof this _____ day of _____, 2013.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

Published: _____

Draft Ordinance No. 13-180.2
 July 30, 2013

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT 2014 Budget Discussion

FOR AGENDA OF: September 5, 2013

ATTACHMENTS:

1. 2013 Human Services Budget
2. 2013 City Council Vision, Mission Statement, Goals, and Strategic Objectives
3. 2012 City Council Vision, Mission Statement, Goals, and Strategic Objectives

DEPT. OF ORIGIN:

DATE SUBMITTED: Administration

CLEARANCES:

- ☐ Legal _____
- ☐ Finance _____
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Planning, Building & Public Works _____
- ☐ Police _____
- ☐ Courts _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this report is to provide the City Council to continue discussing issues related to the 2014 budget and in particular to provide direction regarding the amount of funding to include in the 2014 Human Services budget.

Suggested Motion

Motion: "I move that the City Council allocate \$ _____ toward the 2014 Human Services Budget."

Background

At the August 3, 2013 budget retreat, Council directed that a discussion of human services funding be held at the September 5, 2013 meeting. The City Council allocated the following amounts for human services funding in the last three budgets:

2011 - \$77,500
2012 - \$77,500
2013 - \$76,700

The attached page for the 2013 budget shows the organizations that received funding in all three years.

Also attached are the City Council Vision, Mission Statement, Goals and Strategic Objectives for 2012 and 2013. Staff suggests that Council discuss in general terms potential strategic objectives for 2014 in order to inform the ultimate strategies that will be used to balance the 2014 budget.

Discussion

The Human Services Advisory Committee is in the process of accepting applications for human services funding and needs direction from Council regarding the amount funds that they have to allocate.

The strategic direction Council takes in 2014 will affect the nature of the balancing strategies that are used to ultimately balance the 2014 budget. For example, aggressive economic development/business attraction strategic objectives or strategies aimed at further changes/refinements to our development-related codes mean resources (staff, consultant funding, etc.) to pursue such goals must be provided for in the budget. Staff requests Council have a general discussion of their strategic direction for 2014.

Alternatives

Financial Impact

Recommendation or Conclusion

Concurrence

CITY OF DES MOINES

2013 BUDGET REQUEST

PARKS, RECREATION & SR SERVICES
HEALTH AND HUMAN SERVICES

001.620.045	HEALTH AND HUMAN SERVICES	2011 AMEND	2011 ACTUAL	2012 ADOPTED	2012 AMEND	2012 ACTUAL Jan-June	2012 EST YR TOTAL	2013 DEPT REQUEST	2013 EXEC AMEND	2013 ADOPTED
* 562.24.51.09	HEALTHPOINT-DENTAL CARE	-	-	-	-	-	-	-	-	2,600
* 562.29.51.10	HEALTHPOINT-MEDICAL	-	-	-	-	-	-	-	-	4,900
* 562.26.51.03	PREGNANCY AID	1,100	1,100	1,100	1,100	-	1,100	1,100	1,100	1,100
* 562.73.51.14	WASHINGTON POISON CENTER	-	-	-	-	-	-	500	500	500
* 564.35.51.01	CRISIS CLINIC	4,800	4,800	4,800	4,800	-	4,800	4,800	4,800	4,800
* 564.41.51.11	K.C. SEXUAL ASSAULT	4,100	4,100	4,100	4,100	-	4,100	4,100	4,100	4,100
* 565.10.51.04	DES MOINES FOOD BANK	31,250	31,250	31,250	31,250	7,813	31,250	31,250	31,250	31,250
* 565.10.51.13	LUTHERAN COMMUNITY SERVICES	-	-	-	-	-	-	1,250	1,250	1,000
* 565.40.51.07	MULTI-SERVICE CENTER (SHELTER)	3,500	3,500	3,500	3,500	3,500	3,500	4,000	4,000	4,000
* 565.40.51.08	HOSPITALITY HOUSE (SHELTER)	5,000	5,000	5,000	5,000	-	5,000	5,500	5,500	5,500
* 565.50.51.02	DAWN	6,000	6,000	6,000	6,000	5,000	6,000	6,000	6,000	6,000
* 566.35.51.12	KENT YOUTH & FAMILY SERVICES	-	-	-	-	-	-	1,250	1,250	1,000
* 569.11.41.48	EGOV	2,500	2,500	2,500	2,500	-	2,500	2,000	2,000	1,700
* 569.41.51.05	SENIOR SERV OF SEATTLE/KC-HYDE SHUTTLES	-	-	-	-	-	-	-	-	500
* 569.64.51.06	SENIOR SERV OF SEATTLE/KC-MEALS ON WHEELS	-	-	-	-	-	-	-	-	3,750
* 571.20.91.00	BEFORE & AFTER SCHOOL PROGRAM	4,000	4,000	4,000	4,000	-	4,000	3,000	3,000	4,000
** 564.00.51.37	HEALTHPOINT	5,500	5,500	7,500	7,500	7,500	7,500	7,500	7,500	-
** 564.00.51.28	AUBURN YOUTH SERVICES	2,000	2,000	2,000	2,000	-	2,000	-	-	-
** 564.00.51.21	SENIOR SERVICES OF SEATTLE/KING COUNTY	5,750	5,750	5,750	5,750	5,750	5,750	4,250	4,250	-
** 564.00.51.41	HIGHLINE MEDICAL GROUP	2,000	2,000	-	-	-	-	-	-	-
	DYNAMIC PARTNERS	-	-	-	-	-	-	2,000	2,000	-
	NEW CONNECTIONS OF SO. KING COUNTY	-	-	-	-	-	-	500	500	-
564.00.51	HEALTH AND HUMAN SERVICES TOTAL	77,500	77,500	77,500	77,500	33,663	77,500	79,000	79,000	76,700

* New Account Code for Social Services per State Auditor's Office
 ** Old Account Code - DO NOT USE

2013 DES MOINES CITY COUNCIL



Vision

An inviting, livable, safe waterfront community embracing change for the future while preserving our past.

Mission Statement

We protect, preserve, promote, and improve the community by providing leadership and services reflecting the pride and values of Des Moines citizens.

Goals

1. Protect people and property
2. Promote economic stability, growth, and vitality
3. Maintain the City's infrastructure
4. Enhance the City's infrastructure
5. Provide efficient and effective customer-oriented City Services
6. Improve and enhance community communications
7. Preserve and celebrate the historic elements of the City
8. Encourage community involvement
9. Preserve livability for all generations
10. Participate in regional and state issues and decisions
11. Protect the natural environment

Strategic Objectives

Short Term

- Implement code changes to deal with nuisance properties.
- Finalize and begin implementation of a Marina and Beach Park Business Plan.
- Aggressively pursue alternative revenue sources.
- Increase opportunities to recognize community members/organizations and City staff.
- Review and modify as needed regulations along commercial corridors.
- Implement and practice the City's Emergency Management Plan.
- Develop and implement a plan to improve communications with the community including enhanced electronic communications and community forums.
- Continue and enhance the City's collaborations with the educational communities.
- Pursue new road funding both legislative and local options.

Long Term

- Develop a marketing/branding program for the City.
- Identify development regulations to delete or revise.
- Continue and enhance the City's collaborations with the educational communities.
- Determine how to fund ongoing maintenance of infrastructure and construction of new/upgraded infrastructure including safe, walkable streets.
- Work with the Pool District to keep a pool in the City.
- Continue to improve interactions with the Police Department, the Des Moines Police Guild, and the Des Moines Police Management Association.
- Continue to improve the City's reputation in the business and development community.
- Review and modify as needed development regulations in neighborhoods and residential areas.
- Conduct a comprehensive review of Redondo issues and services.
- Study Des Moines Beach Parks' future.
- Continue to explore and develop opportunities in the 89 acre buyout area known as the Des Moines Creek Business Park.
- Work with local water utilities to identify low cost sources of water("green lawns").
- Develop a plan to build a new Court House and City Hall in Des Moines.
- Address nuisance properties.
- Increase opportunities for public safety.

Process

Budget Process Permit Process

Adopted February 7, 2013 by the Des Moines City Council
 Pictured Above Standing L-R: Dan Caldwell, Bob Sheckler, Melissa Musser, Matt Pina
 Seated L-R: Carmen Scott, Mayor Dave Kaplan, Jeanette Burrage

2012 DES MOINES CITY COUNCIL



Vision

An inviting, livable, safe waterfront community embracing change for the future while preserving our past.

Mission Statement

We protect, preserve, promote, and improve the community by providing leadership and services reflecting the pride and values of Des Moines citizens.

Goals

- Protect people and property
 - Maintain and enhance the City's infrastructure
 - Preserve and enhance livability for all generations
 - Protect and enhance the natural environment
 - Improve economic stability, vitality and development
 - Provide efficient and effective customer-oriented
- City services
 - Participate in regional and state issues and decisions
 - Encourage community involvement
 - Preserve, enhance, and celebrate the historic elements of Des Moines

Strategic Objectives

Short Term

- Review and modify/update the institutional zoning code regulations pertaining to Highline Community College and retirement communities.
- Conduct a marketing/branding exercise for the City.
- Continue and enhance the City's collaborations with Highline Community College and Central Washington University.
- Develop and implement a process to deal with nuisance properties.
- Implement a public documents request tracking and paperless archiving software system.
- Develop and begin implementation of a Marina and Beach Park Business Plan.
- Develop alternative revenue sources.
- Increase opportunities to recognize community members/organizations and City staff.
- Identify development regulations to delete or revise, starting with provisions related to insulated windows for airport noise mitigation in new construction.
- Review and modify, as needed, business park regulations along the S. 216th commercial corridor.
- Review and modify, as needed, the development regulations along Pacific Highway commercial corridor from S. 210th St. to S. 272nd St.
- Finalize and implement the City's Emergency Management Plan.
- Develop and implement a plan to improve communications with the community.

Long Term

- Determine how to fund ongoing maintenance of infrastructure and construction of new/upgraded infrastructure including safe, walkable streets.
- Work with the Pool District to keep a pool open in the City.
- Continue to improve interactions with the Police Department, the Des Moines Police Guild and the Des Moines Police Management Association.
- Continue to improve the City's reputation in the business and development community.
- Review and modify, as needed, development regulations in neighborhoods and residential areas.
- Continue to improve our collaboration with Highline Community College and Central Washington University.
- Conduct a comprehensive review of Redondo issues and services.
- Study Beach Park's future and designations.
- Continue to explore and develop opportunities in the 89 acre buyout area known as the Des Moines Beach Business Park.
- Work with local water utilities to identify low cost sources of water ("green lawns").
- Develop a plan to build a new Court House and City Hall in Des Moines.

Process

Budget process · Permit process · Council process

*Adopted February 2, 2012 by the Des Moines City Council
 Pictured Above Standing L-R: Dan Caldwell, Bob Sheckler, Melissa Musser, Matt Pina
 Seated L-R: Carmen Scott, Mayor Dave Kaplan, Jeanette Barrage*

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

FOR AGENDA OF: September 5, 2013

ATTACHMENT:

DEPT. OF ORIGIN: Parks, Recreation and Senior
Services

DATE SUBMITTED: August 27, 2013

CLEARANCES:

1. National Register Nomination
2. Capital Contract #CPF 09-15
3. CTED Local/Community Project Working Papers
4. Beach Park Historic Buildings Schematic Design and Basis for Design Report/Structural Narrative
5. Preliminary Building Removal and Building Rehabilitation Cost Estimates
6. Des Moines Beach Park Buildings Rehabilitation Cost Estimates (Restrooms, Roadside Cabin, Sports Cabin, Carlson House, Caretakers Cabin)
7. Sun Home Lodge Stabilization Cost Estimate
8. City of Des Moines Landmarks Commission Rules and Procedures (pursuant to Des Moines Municipal Code (DMMC) Chapter 18.96.)
9. Letter from Artifacts Architectural Consulting
10. Beach Park Shoreline Master Plan/Critical Areas Map
11. Development Services Memo- Preliminary Permitting and Costs for Demolition of Beach Park buildings

☐ Legal _____
☒ Finance 2
☐ Marina N/A
☒ Parks, Recreation & Senior Services 9
☒ Planning, Building & Public Works 2
☐ Police N/A
☐ Courts N/A
☐ Economic Development Manager

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider policy questions regarding the future of the Des Moines Beach Park Historic District.

Background

The Des Moines Beach Park is known as the birthplace of Des Moines and is listed on the State and National Registers. The site has many environmental and cultural factors that must be considered for any development actions taken due to its location on the Puget Sound waterfront, in the Des Moines Creek Basin, nestled between a steep hillside and a ravine with wetlands. Federal, State and Local regulators including FEMA, Corps of Engineers, Department of Ecology, Department of Fisheries, Tribes, Department of Archeology and Historic Preservation, Shorelines Act and Critical Areas Regulations limit any development as well as deconstruction at the site.

Heritage funding from State and County partners invested during 2006 to 2015 to rehabilitate the historic district buildings (approximately \$1.6M) and pending funding (approximately \$850,000) must also be considered when analyzing actions.

In 2011 the Municipal Facilities Committee supported the rehabilitation of all Beach Park Historic District Buildings. In 2011 the City Council approved placement of 1.5% Utility Tax voter initiative on the ballot for the renovation and ongoing maintenance of the Beach Park Historic District buildings and grounds, however, the issue failed.

At the November 8, 2012 City Council meeting, adoption of 2013-2018 Capital Improvement Program (CIP) Resolution was addressed. Councilmember Sheckler moved to adopt draft Resolution No. 12-194 approving the City of Des Moines 2013-2018 Capital Improvement Plan; Mayor Pro-Tem Pina, second. Mayor Kaplan moved to amend the motion to remove five Des Moines Beach Park projects from the CIP: Sun Home Lodge rehabilitation; Carlson House rehabilitation; Roadside Cabin rehabilitation; Sports Cabin rehabilitation and Caretakers Cabin rehabilitation; second by Councilmember Musser. Additionally, Mayor Kaplan suggested that the motion include direction to staff to bring best estimates for demolition of the buildings, which was accepted as a friendly amendment by Councilmember Musser. The motion passed, 6-1. Councilmember Scott voted no. The main motion as amended passed, 6-1. Councilmember Scott voted no.

The item was remanded to the Municipal Facilities Committee as part of its 2013 Work Plan. Staff developed estimates for building removal permitting and review processes and demolition cost estimates for the removal of the Sun Home Lodge, Carlson House, Roadside Cabin, Sports Cabin and Caretaker's Cabin for discussion by the Municipal Facility Committee. Committee member Scott provided additional direction to staff requesting that cost estimates for the rehabilitation of the buildings be included with the information provided to the City Council for review.

Discussion

Staff and the City Council Municipal Facilities Committee have researched and discussed the Des Moines Beach Park Historic District processes and costs involved with both the rehabilitation and the removal of buildings as directed by Council in 2012. The issues are complex due to the rigorous permitting and review requirements as well as the existing funding constraints at the site. Below is a brief overview of issues for City Council consideration.

State and National Register Designation

The Park's distinction as the only remaining Swedish church camp built in the early 1900's to 1960's located on waterfront in the Puget Sound region qualified the Covenant Beach Bible Camp Historic District to be nominated and listed on the Washington State Register of Historic Places in 1988 and on the National Register of Historic Places in 2006. Included within the Historic District are eight remaining historic buildings: Auditorium, Dining Hall, Picnic Shelter, Sun Home Lodge, Restroom, two Cabins and one Cottage and two non-contributing buildings: Founders Lodge and one Caretakers Cabin (which now qualify for the King County Historic Register). The District is located between the pedestrian bridge at the front of the park and the turn-around at the back parking lot.

Historic designation has the following implications: 1) facilities qualify for County, State, Federal and private grants, 2) facilities are exempted from FEMA regulations and may be rehabilitated, repaired and maintained "in place" regardless of their location in a Flood Plain. However, if a building is moved or removed, they may not be replaced.

"Although not all of the buildings proposed for demolition are Historic Contributing structures within the district they all contribute to the landscape and narrative of the site and as such are part of the fabric of Beach Park. Their removal would seriously diminish the integrity of the historic district and create a risk of losing National Register historic status and along with it eligibility for funding and federal protections." Michael Sullivan, Artifacts Inc.

City/County, State and National Listing Construction Requirements

All construction other than maintenance and repair of Beach Park Historic District buildings (Auditorium, Dining Hall, Picnic Shelter, Sun Home Lodge, Restroom, two Cabins and one Cottage) must follow the Secretary of the Interior's Standards for Rehabilitation (36CFR Part 67), revised 1990. The City of Des Moines Landmarks Commission shall consult with the King County Landmarks Commission per the City's Agreement with King County for Heritage Services through a Certificate of Appropriateness process.

The Washington State Department of Archeology and Historic Preservation (DAHP) must be consulted regarding the application of the Secretary of the Interior's Standards and other state mandates required for the acceptance of state capital funding.

Removal of the state of national historic designation is uncharted territory. Demolition of a facility with historic designation would require a King County Landmarks Commission Certification of Appropriateness Type III evaluation after the completion of a third party Economic Impact Study and Analysis of Public Health and Safety. (See Attachment 8, City of Des Moines Landmarks Commission Rules and Procedures Part VI: Certificates of Appropriateness. G. and Part VII: Evaluation of Economic Impact)

These sections basically say that demolition can only be granted in instances of a threat to public health and safety, or to rectify a condition of unreasonable economic return. If the building structures are in fair condition, they shouldn't be a threat. And if they're going to be torn down to avoid maintenance, that doesn't meet the unreasonable economic return section. Part VII.C.7. Any economic impact caused

by intentionally or by willful neglect shall not constitute a basis for granting a Certificate of Appropriateness.

The DAHP has stated that it would not pursue a change in "Listing" status of the Historic District if a single building had to be removed for public safety reasons. However, the loss of five of the ten Historic District properties defined in the National Register Nomination for the district represents a serious threat to the eligibility of the district as a National Register site. If an application to demolish the buildings were filed and denied by the Landmarks Commission, the Des Moines City Council as the appeal body could overturn the decision. However, if the State DAPH approves demolition of an historic structure, it often requires mitigation such as: Historic American Building Standards (HABS) documentation, the relocation of the buildings to another location or other mitigation.

Heritage Capital Grant and CTED Local/Community Funding -Covenant Beach Historic District Project at Des Moines Beach Park-Capital Contract #CPF 09-15 and Amendment I (Attachment 2) and Department of Commerce Contract Number 06-96100-418 (Attachment 3)

Current and future potential funding for the maintenance and restoration of Beach Park under the Washington State Heritage Capital Grant program (HCG), the Department of Commerce (CTED) and other cultural funding sources such as 4Culture are based on a demonstrated intent to preserve and operate historic buildings and resources as a public benefit. An unintentional impact to the City if the Beach Park's Historic District buildings are removed could be the loss of grant funds due to breach of contract which could jeopardize the \$1M HCG and \$295,000 CTED investments already made, the \$850,000 2014-2015 Heritage Grant not yet under contract and the City's ability to qualify for future preservation grants.

Capital improvements funded by the state grants must be held by the grantee for at least 10 years (CTED) and 13 years (HGC) upon completion and occupancy and the facilities must be used for the express purpose of the grant. The Historic District is identified as the project site in the grant and the construction costs associated with the Dining Hall, Auditorium, Sun Home Lodge, Picnic Shelter and Restroom and Des Moines Creek Modifications were used to match the \$1M Heritage Capital Grant Contract #CPF 09-15 and Amendment I that extends the funds to June 2015 and for the \$295,000 CTED Grant Contract Number 06-96100-418. Similarly, an \$850,000 Heritage Capital Grant Award not yet under contract to complete the Dining Hall construction has the same requirements.

Since 2007, the City has invested in the following projects that have been used to match Heritage Capital Grant Contract #CPF 09-15 and Amendment I and Department of Commerce Contract Number 06-96100-418.

2007:	Auditorium and Sun Home Lodge Drainage Project (MCI)
2008:	Dining Hall Lift and New Foundation (MCI)
2008- 2011:	Beach Park Historic District Building Rehabilitation Designs (MCI)
2010:	Picnic Shelter and Restroom Building Roofing (Insurance)
2010- 2011:	Des Moines Creek Modifications (SWM and MCI)
	Auditorium Renovation/Utilities (MCI and King County)
	Dining Hall Deck Construction (MCI)
2012:	Auditorium Roof/Insulation (Fund 506)

The following projects are proposed as the City's match for the 2014-2015 Heritage Capital Grant Award in the amount of \$850,000:

- 2010- 2011: Des Moines Creek Modifications (SWM and MCI)
Auditorium Renovation/Utilities (MCI and King County)
- 2012: Auditorium Roof/Insulation (Fund 506)
Founders Lodge Repairs (Fund 506)
Dining Hall Landscaping (MCI/Parks/PBPW GF Budget)

Native American Archeological Site

Washington Governor Chris Gregoire signed Executive Order 0505 into action in November of 2005. This requires state agencies with capital improvement projects to integrate the Department of Archaeology and Historic Preservation (DAHP), the Governor's Office of Indian Affairs (GOIA), and concerned tribes into their capital project planning process. Past projects with earth moving required an Archeological Survey and an Archeologist is onsite during any earth moving activities.

Environmental and Zoning Requirements

Flood Hazard Areas (FEMA):

There are some buildings in the Beach Park that are located in the 100 year flood plain. These buildings cannot be repaired, reconstructed, or improved if the cumulative cost exceeds 50% of the value of the structure over a 3 year period of time. Buildings that are on the National Register or State Inventory of Historic Places are exempt from this requirement.

Shoreline Master Program (SMP):

Shoreline regulations impact the first 200 feet of the Beach Park property as measured from the ordinary high water mark of Puget Sound. The Roadside cabin is located within this area. It would be within the "Urban Conservancy" Shoreline Designation which allows recreation use buildings with a water dependent or water enjoyment component to them as defined under the SMP. Residential and commercial buildings are not allowed and recreation buildings that do not have either a water dependent or water enjoyment component to them are not allowed. It is important to understand that this is not just the structure that is regulated, but the use regardless if a building is involved. Currently, if any structure has been abandoned or not used, development or activities that are proposed to re-establish a new use for these affected buildings would go through this shoreline review process. See Attachment 10. Beach Park Shoreline Master Plan /Critical Areas Map.

SEPA:

Since the buildings being considered for demolition are part of a National Historic District, Section 106 of the Historic Preservation Act would be invoked during the SEPA process and the issuance of any shoreline permits for construction/ground disturbing action. Under Section 106 a memorandum of agreement between the City of Des Moines and the Washington State Historic Preservation Officer as well as any recognized co-signatories such as local tribes and/or interested preservation organizations will be required. Public notice and comment periods will be observed and mitigations for the proposed

actions will be established by law. Mitigation for the complete loss of National Register resources are significant and may become the single most formidable responsibility and cost for the City if seeking the demolition of buildings.

Environmentally Critical Areas:

The Beach Park property contains a regulated stream (Des Moines Creek), Ravine Sidewalls, Wetlands, Fish/Wildlife Conservation areas, and Geologically Hazardous Areas. Every building in the Beach Park is located within at least one critical area system or its associated protective buffer(s). If a building or structure within the Beach Park is proposed to be altered and it cannot be processed under the relief provided under a Critical Area Development Exception, then it will be subject to the City's nonconforming development regulations. Existing buildings not meeting requirements of the Critical Areas regulations cannot be removed and reconstructed if the value of that work exceeds 50% of the replacement cost of the building. See Attachment 10. Beach Park Shoreline Master Plan /Critical Areas Map.

Based on the cumulative issues as noted above, staff has created a list of the permits, review processes and special studies associated with items and issues to be considered for building removal and/or rehabilitation identified below. See Attachment 11. Development Services Memo.

City, County and State Permits and Reviews (\$13,875 City Fees, County and State Costs are Unknown)

1. Shoreline Substantial Development Permit (City- \$3,500)
2. SEPA Environmental Review (City- \$4,500)
3. Critical Areas Review (City- \$4,500)
4. Flood Hazard Development Permit (fees part of critical areas review)
5. Demolition Permit (City- \$1,350)
6. Certification of Appropriateness Type III (City/County Landmarks Commission- unknown)
7. Section 106- Department of Archeology and Historic Preservation Review (State- Part of SEPA Review, mitigation costs unknown)
8. Executive Order 0505- Office of Tribal Affairs (State and Tribes- Part of SEPA Review, mitigation costs unknown)
9. Washington Capital Heritage Fund Grant Review (State- capital grant mitigation costs unknown)

Special Studies: (\$25,000 City Costs Estimate*, FEMA and County Costs are Unknown)

1. Wetland delineation and restoration (City*)
2. Stream delineation and restoration (City*)
3. Hillside/Ravine Sidewall – including structural implications from removal of buildings at the toe of slope (City*)
4. Floodplain/Base Flood Elevation/Biological Assessment (FEMA)
5. Analysis of Public Health and Safety Threat (City/County Landmarks)
6. Economic Impact Study (City/County Landmarks)

*Assumptions: All identified buildings would be removed within a relatively close time frame. Proposed buildings include: Carlson House, Sun Home Lodge, Caretaker's Residence, Sports Cabin and Roadside Cabin. Programmatic review – all proposed work reviewed as one project under single permits. Special studies will be required for the permit submittals. No formal cost estimates/RFPs have been conducted at this time.

Building Removal Cost Estimates: (\$101,739 City Estimate)

- | | |
|------------------------------|-----------------------------------|
| 1. Asbestos & Lead Abatement | \$17,261 |
| 2. Disconnect Utilities | \$1,840 |
| 3. Site Restoration | \$7,000 |
| 4. Buildings Demolition | \$45,900 |
| 5. Sales Tax | \$6,665 |
| 6. Project Management 10% | \$10,578 |
| 7. Contingency 10% | \$10,578 |
| 8. Mitigation | (up to 100% of grant investments) |

Total Estimated Demolition Cost: \$153,019 to Unknown

Capital Building Rehabilitation Cost Estimates: (\$1,143,277 City and Architect Estimate)

- | | |
|--------------------|-----------|
| 1. Sun Home Lodge | \$640,952 |
| 2. Carlson House | \$271,263 |
| 3. Sports Cabin | \$66,512 |
| 4. Roadside Cabin | \$85,559 |
| 5. Caretaker Cabin | \$78,991 |

Capital building rehabilitation cost estimates include reviews, permits and special studies. See Attachments: 4. Beach Park Historic Buildings Schematic Design and Basis for Design Report/Structural Narrative, 5. Preliminary Building Removal and Building Rehabilitation Cost Estimates, 6. Des Moines Beach Park Buildings Rehabilitation Cost Estimates (Restrooms, Roadside Cabin, Sports Cabin, Carlson House, Caretakers Cabin) and 7. Sun Home Lodge Stabilization Cost Estimate.

Alternatives

The Beach Park Historic District policies for full Council consideration include the following or other options. The City Council may:

1. Restore the Beach Park Historic District buildings in the 2014 – 2019 CIP as unfunded.
 - a. This alternative would keep the existing Historic District intact “as is”.
 - b. Establish criteria to prioritize building rehabilitations.
 - c. Alternate funding from public and private sources could be investigated.
 - d. CIP could be updated on an annual basis if funding source is identified.
 - e. This option would not impact State and National Listing or State Capital Grants.

2. Restore the Beach Park Historic District buildings in the 2014 – 2019 CIP.
 - a. Establish criteria to prioritize building rehabilitations.
 - b. Allocate matching funds from MCI or REET as available.
 - c. Alternate funding from public and private sources could be investigated.
 - d. CIP could be updated on an annual basis if funding source is identified.
 - e. This option would not impact State and National Listing or State Capital Grants.
3. Establish a Citizens Advisory Committee to investigate alternative restoration and/or funding options for Beach Park Historic District buildings restoration and maintenance.
 - a. Establish Committee Guidelines
 - b. Appoint Committee Stakeholders
 - c. Provide Committee recommendations to City Council
 - d. Alternate funding from public and private sources could be investigated.
 - e. CIP could be updated on an annual basis if funding source is identified.
 - f. This option would not impact State and National Listing or State Capital Grants.
4. Proceed with the building removal process for selected buildings.
 - a. Initiate permit, review and study processes.
 - b. Allocated funds from MCI or REET as available to do the work.
 - c. Negotiate Historic District mitigation costs with the State and County government agencies.
 - d. This option could impact State and National Listing or State Capital Grants.
5. Choose other options.

Financial Impact

Restoring the Beach Park Historic District buildings in the 2014-2019 CIP will allow the City to retain its current and future State and County grant options and state and National Register Listing status. There are ongoing funding impacts associated with retaining the buildings (rehabilitation, maintenance and utilities costs).

Removing the buildings could have a negative fiscal impact on the City due to the potential for building removal mitigation costs and for refunding investments made through existing grants and the loss of future grant funding. Other ongoing funding impacts associated with removing the buildings include: critical areas restoration and maintenance for 5 or more years.

Recommendation or Conclusion

Staff recommends that the City Council restore the Beach Park Historic District buildings in the 2014-2019 CIP with or without project funding identified. Current state funding requires that the Historic District remains intact. Staff would continue to investigate other funding sources and/or rehabilitation partners.

United States Department of the Interior
National Park ServiceNATIONAL REGISTER OF HISTORIC PLACES
REGISTRATION FORM

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in *How to Complete the National Register of Historic Places Registration Form* (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name Covenant Beach Bible Camp
other names/site number Des Moines Beach Park, Draper Park

2. Location

street & number Cliff Avenue and 220th Street not for publication NA
city or town Des Moines vicinity NA
state Washington code WA county King code 033 zip code 98198

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act of 1986, as amended, I hereby certify that this _____ nomination _____ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 80. In my opinion, the property _____ meets _____ does not meet the National Register Criteria. I recommend that this property be considered significant _____ nationally _____ statewide _____ locally. (____ See continuation sheet for additional comments.)

Signature of certifying official _____

Date _____

____ WASHINGTON STATE HISTORIC PRESERVATION OFFICE _____

State or Federal agency and bureau

In my opinion, the property _____ meets _____ does not meet the National Register criteria.
(____ See continuation sheet for additional comments.)

Signature of commenting or other official _____

Date _____

State or Federal agency and bureau

4. National Park Service Certification

I, hereby certify that this property is:

____ entered in the National Register

____ See continuation sheet.

____ determined eligible for the

National Register

____ See continuation sheet.

____ determined not eligible for the

National Register

____ removed from the National Register

____ other (explain): _____

Signature of Keeper: _____

Date of Action: _____

COVENANT BEACH BIBLE CAMP

KING COUNTY, WA

5. Classification**Ownership of Property**

(Check as many boxes as apply)

X private
public-local
public-State
public-Federal

Category of Property

(Check only one box)

building(s)
X district
site
structure
object

Number of Resources within Property

(Do not include previously listed resources in the count.)

Contributing	Noncontributing	
Z	3	buildings
0		sites
0		structures
0		objects
Z	3	Total

Name of related multiple property listing

(Enter "N/A" if property is not part of a multiple property listing.)

NA

Number of contributing resources previously listed in the National Register
None

6. Function or Use**Historic Functions**

(Enter categories from instructions)

Cat: Domestic
Sub: camp, single dwelling, and institutional housing

Current Functions

(Enter categories from instructions)

Cat: Recreation
Sub: Outdoor Recreation

7. Description**Architectural Classification** (Enter categories from instructions)

CAT: Late 19th & Early 20th Century American Movements
SUB: Craftsman

Materials (Enter categories from instructions)

foundation	wood
roof	composition
walls	wood siding and shingles
other	

Narrative Description (Describe the historic and current condition of the property on one or more continuation sheets.)
See Continuation Sheets

COVENANT BEACH BIBLE CAMP

KING COUNTY, WA

8. Statement of Significance

Applicable National Register Criteria (Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing)

☒ **A** Property is associated with events that have made a significant contribution to the broad patterns of our history.

B Property is associated with the lives of persons significant in our past.

C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

D Property has yielded, or is likely to yield information important in prehistory or history.

Criteria Considerations

(Mark "X" in all the boxes that apply.)

☐ **A** owned by a religious institution or used for religious purposes.

☐ **B** removed from its original location.

☐ **C** a birthplace or a grave.

☐ **D** a cemetery.

☐ **E** a reconstructed building, object, or structure.

☐ **F** a commemorative property.

☐ **G** less than 50 years of age or achieved significance within the past 50 years.

Narrative Statement of Significance

(Explain the significance of the property on one or more continuation sheets.)

See Continuation Sheets

Areas of Significance

(Enter categories from instructions)

Entertainment/Recreation

Ethnic Heritage: Swedish

Period of Significance

1931-1945

Significant Dates

1931 purchase by North Pacific Conference and official renaming as Covenant Beach Bible Camp

Significant Person

(Complete if Criterion B is marked above)

NA

Cultural Affiliation

NA

Architect/Builder

Marvel Johnson, Architect (Dining Hall)

COVENANT BEACH BIBLE CAMP

KING COUNTY, WA

9. Major Bibliographical References**Bibliography**

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS):

☐ preliminary determination of individual
 listing (36 CFR 67) has been requested.
☐ previously listed in the National Register
☐ previously determined eligible by the
 National Register
☐ designated a National Historic Landmark
☐ recorded by Historic American Buildings
 Survey # _____
☐ recorded by Historic American Engineering
 Record # _____

Primary Location of Additional Data:

☐ State Historic Preservation Office
☐ Other State agency
☐ Federal agency
☒ Local government
☐ University
☒ Other
 Name of repository:
 Carmen Scott, Historian

10. Geographical Data**Acreage of Property** 18 acres**UTM References**

(Place additional UTM references on a continuation sheet)

1	10	550735	5250628
Zone	Easting		Northing
2	10	550825	5250624
Zone	Easting		Northing

3	10	550576	5250201
Zone	Easting		Northing
4	10	550502	5250333
Zone	Easting		Northing

Verbal Boundary Description

(Describe the boundaries of the property on a continuation sheet.)

See Continuation Sheet**Boundary Justification**

(Explain why the boundaries were selected on a continuation sheet.)

See Continuation Sheet**11. Form Prepared By**name/title Michael Sullivan, Principal/Eugenia Woo, Associateorganization Artifacts Consulting, Inc. date September 19, 2005street & number 201 North Yakima Avenue telephone 253.572.4599city or town Tacoma state WA zip code 98403

COVENANT BEACH BIBLE CAMP

KING COUNTY, WA

Additional Documentation

Submit the following items with the completed form:

Continuation Sheets**Maps****USGS map** (7.5 or 15 minute series) indicating the property's location.

USGS 8.5 x 11 detail

King County Assessor's Map (8.5 x 11)

Site Identification and Contributing vs. Non-contributing Map

PhotographsRepresentative **black and white photographs** of the property.

Historic photographs

Additional items

NA

Property Owner

(Complete this item at the request of the SHPO or FPO.)

name City of Des Moinesstreet & number 21630 11th Ave. South telephone (206) 870-6527city or town Des Moines state WA zip code 98198

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 et seq.).**Estimated Burden Statement:** Public reporting burden for this form is estimated to average 18.1 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P.O. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reductions Project (1024-0018), Washington, DC 20503

**United States Department of the Interior
National Park Service****NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET****Section 7****Page 1 of 8****COVENANT BEACH BIBLE CAMP
KING COUNTY, WASHINGTON****Narrative Description:**

The Covenant Beach Bible Camp is on the western edge of Des Moines, Washington, a city located half way between Seattle and Tacoma. The site consists of a picturesque, eighteen acre valley formed by the continual erosion of the Des Moines Creek. The valley opens onto a saltwater beach and the waters of Puget Sound. The complex of buildings is comprised of seven contributing buildings and three non-contributing buildings. Two contemporary pedestrian and automobile bridges are located at the west end and central portion of the site, respectively. A contemporary rustic log bridge (1984) constructed of old logs spans Des Moines Creek at the east end of the site. The notable system of roadways consists of the road bed and trees lining the former Des Moines-Michael Kelley Road (1880s) and the Seattle-Des Moines Road (1914) spanning the northeast portion of the site. Notable paths on the site consist of primitive, largely overgrown stairs and informal paths leading out of the valley on the east and west sides of the area. The builder's appreciation for the picturesque natural setting of the Covenant Beach Bible Camp is exemplified through the placement of the Dining Hall, a principal functional building, over the Des Moines Creek.

The extant resources embody significant associations with historic events and activities that transpired at the site during the fourteen year period of significance. Additionally, they convey the Craftsman influenced rustic camp and Swedish design characteristics that provide a cohesive visual character to the site. The extant two cabins and one cottage are exemplary of the forms, materials and detailing employed on former cabins and cottages since relocated off the site.

The Covenant Beach Bible Camp is bounded by Des Moines Beach to the west. The narrow, eighteen acre valley is flanked by steep bluffs to the north and south. Des Moines Creek, a perennial fresh water flow, meanders through the valley to its southwestern outlet at the tidal flats along Puget Sound, providing approximately 1,850 lineal feet of creek shoreline. A relatively level grade with a slight downward incline to the south defines the valley floor. Dense deciduous vegetation covers the bluffs. The east is bounded by a continuation of the bluffs. A portion of the Des Moines-Michael Kelley Road climbs from the valley floor on the northwest corner. The road was recorded with King County as County Road 155 in 1889 and connected at 5th Avenue and River Street with County Road 236, commonly known as Michael Kelley Road. Michael Kelley Road ended at the south bank of the Duwamish River near Seattle. A paved two-lane street enters from the valley's south end on the east side, continuing northeast approximately halfway into the valley along the west bank of the Des Moines Creek. Bridges span the creek and a second two-lane street runs along the west side of the creek. This road was the former access road to the Camp from the city. Cabins are concentrated along the edges of the valley floor just at the beginning of the upward slope. Facility buildings are grouped in the central portion of the valley. The southwest end of the site features nearly 400' of saltwater beach front, rock seawall and tide flats. Residential neighborhoods are to the north of the Covenant Beach Bible Camp. A mix of residential neighborhoods and the city's commercial core lie to the east and south.

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The site contains common character-defining elements that unify the above historic resources through shared materials, construction methods, and design. These elements listed below convey the rustic construction of the Draper- era recreation facilities, the Swedish heritage, and camp construction of the Covenant Beach Bible Camp era. Additions to the Draper-era and early Covenant Beach Bible Camp buildings continue these design elements. Notable landscape and transportation features afford important interpretive value about the development of the site and the city of Des Moines. They convey the transportation and interconnection of Des Moines with the surrounding environs, and the evolution of the landscape from Native American use through European-American settlement and contemporary use.

Character-defining elements include:

- Wood frame structures
- Horizontal wood drop siding with rounded corners
- Gable roofs with moderate eave overhangs, exposed rafters, and fascia
- Board and batten gable end detailing with decorative notches along the bottom edge at the battens
- Multiple-pane wood sash windows, trim, casings
- Setting within the valley
- Placement of dwellings along the perimeter of the valley floor with facility buildings concentrated on the east side of the central portion
- Orientation of main function buildings (i.e. excluding cottages) towards the west
- Road crossing of the Seattle-Des Moines brick highway at the site's east end
- Original paint or finish treatment for buildings within the site
- Open space on the southwest end of the valley
- Deciduous and evergreen trees throughout the valley floor and along the sides
- View onto Puget Sound framed by bluffs and unobstructed on the west end at the transition between the valley floor and tidal flats
- Slope of the hillsides
- Des Moines-Michael Kelley Road at the west corner, including the road bed width and mature trees forming a canopy
- Road bed along the northwest side of the valley that comprised the original entrance and service arterial into the camp
- Des Moines Creek, including its bed, bank and grade
- Fire pit and assembly area (now overgrown) northeast of Sun Home Lodge
- Route of the former stairs up the east bluff out of the valley behind the Dining Hall

ALTERATIONS

The Covenant Beach Bible Camp has been altered over the decades by different owners, however, it continues to retain many of the character-defining features as listed above. The sawmill pond was in-filled by the Drapers. A swimming pool and tennis court were added and then removed. Multiple cabins were removed in the 1980s by the City of Des Moines, leaving the extant intact examples. The Parks and Recreation Department turned the Bible Camp into a City Park in 1988. Because the purpose of the site changed from a seasonal Bible Camp to a year-round public park, the programming

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needs changed. The cabins were in deteriorated condition and no longer served a purpose for the park. The City concentrated on maintaining and repairing the large communal buildings so they could be rented out for events and functions. The communal buildings have played an important role in the former camp's history. Some cabins and cottages were relocated to nearby communities and are extant. The communal buildings were constructed with permanence in mind, whereas many of the cabins and cottages were less well built and had no foundations so they were easily moved or demolished. The road along the east side of the valley was added in the 1990s along with the contemporary west and central bridges. A rock retaining wall was added to the base of the south bluff in the 1990s.

CONDITION

The overall condition of the buildings remains fair to good. The site floods periodically during early winter; the 1982 flood was designated as a 100 year flood, and the 1985 flood was designated as a greater than 100 year flood. Standing water can be found along the south side of the valley. Extensive vegetation overgrowth exists along the sides of the valley (formerly controlled). Rustic wood log span bridges have been removed except for one at the east end of the site which was rebuilt from old logs in 1984. Vegetation has overgrown the fire pits and stairway.

Below is a table identifying the properties in the historic district, followed by individual property descriptions.

HISTORIC DISTRICT PROPERTIES (NUMERICAL BY IDENTIFICATION NUMBER)

ID #	ADDRESS	HISTORIC NAME	RANK	BUILT DATE
1	N/A	Carlson House	Historic Contributing	ca. 1935
2	N/A	Founders Lodge	Non-historic, non-contributing	1967
3	N/A	Dining Hall	Historic Contributing	1934
4	N/A	Auditorium	Non-historic, non-contributing	1957
5	N/A	Sun Home Lodge	Historic Contributing	ca. 1934
6	N/A	Caretakers Residence	Non-historic, non-contributing	ca. 1980s
7	N/A	Woodshop	Historic Contributing	1945
8	N/A	Picnic Shelter	Historic Contributing	ca. 1920
9	N/A	Sports Cabin	Historic Contributing	ca. 1931
10	N/A	Roadside Cabin	Historic Contributing	ca. 1931

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COVENANT BEACH BIBLE CAMP
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INDIVIDUAL PROPERTY DESCRIPTIONS

Address: N/A Historic Name: Carlson House Built: ca. 1935
 Town of Des Moines Addition Block 41 Lot: 7-8 Legal: S8 T22 R4
 Style: Craftsman Builder: Fred Carlson Architect: Unknown
 Classification: Historic Contributing Site ID #: 1

Description: This one-story, 32' x 24' building with a partial daylight basement occupies a steeply sloped site and features a rectangular footprint. A concrete foundation carries the wood frame structure. Asphalt shingles cover the side gable roof. Bevel siding clads the first story with wood combed shingles covering the exposed basement portion and vertical board siding in the gable ends. Multiple-pane wood casement and fixed windows provide day lighting. A deck addition on the west facade services the building. A stone fireplace and chimney service the building. Exposed trusses and vertical V-groove board finish walls define the first floor interior volume. Two personnel doors on the east end provide access to the interior.

Cultural Data: Built ca. 1935, the Carlson House was built by Fred Carlson who originally helped survey the park site to create lots for lease. The Carlson family were congregation members. The Carlson House was built as a residence and has maintained the same use.

Address: N/A Historic Name: Founders Lodge Built: 1967
 Town of Des Moines Addition Block 35 Lot: 1-16 Legal: S8 T22 R4
 Style: Modern: Neo-eclectic: Mansard Builder: Marvin Halvorson Architect: Harold J. Neslund
 Classification: Non-historic, non-contributing Site ID #: 2

Description: Built in 1969, the Founders Lodge is a two-story building adjacent to the west of the Kaffe Stuga portion of the Dining Hall. Its main features are the mansard roof and bank of large windows overlooking the park.

Cultural Data: The Founders Lodge was built as a community center offering a large central gathering space, meeting spaces and small offices for year-round use.

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Address: N/A Historic Name: Dining Hall Built: 1934
Town of Des Moines Addition Block 35 Lot: 14 Legal: S8 T22 R4
Style: Craftsman Builder: Fred Carlson, William Hedin, and Carl Johnson Architect: Marvel Johnson
Classification: Historic Contributing Site ID #: 3

Description: Built in 1934 as the Dining Hall, this two-story, 44' x 110' building straddling the Des Moines Creek features a rectangular footprint. A post and beam foundation carries the wood frame structure and subsequent additions. A watertable and vertical wood skirting wrap the foundation. Asphalt shingles and roofing cover the cross gable and flat roofed structure. Horizontal wood drop siding with rusticated rounded edges clads most of the building. Board and batten and horizontal lapped siding highlight the gable ends. Multiple-pane, wood sash casement, fixed and single hung windows provide day lighting. Multiple personnel doors on the north, east and south facades provide access. A quarter-turn wood carriage stairway in the northwest corner provides access to the second floor. Interior volumes consist of the main kitchen with temporary sleeping quarters above. Adjacent to the kitchen to the west is the main dining hall. The Kaffe Stuga (coffee house) occupies the west end. Wood trusses with metal truss rods and decorative wood brackets define the visual character of the dining hall volume.

Cultural Data: The Dining Hall was built by the Church on the site of the Draper-era platform which spanned the creek. This was the site of many camp and family dinners for decades.

Address: N/A Historic Name: Auditorium Built: 1957
Town of Des Moines Addition Block 34 Lot: 1 to 3 Legal: S8 T22 R4
Style: Modern: Contemporary Builder: Fred Carlson Architect: Harold J. Neslund
Classification: Non-historic, non-contributing Site ID #: 4

Description: Built in 1957, this one-story, 60' x 100' building occupies a flat site and features a rectangular footprint. Concrete foundation walls anchor massive glue-laminated trusses on 16' centers tapering to slender upper ends to carry the asphalt, shingle-clad gable roof. Alternating plywood-sheathed and colored fiber glass panel-filled wood stud side and end walls enclose the interior. Eighteen small hopper-type windows located on the side wall provide ventilation. Multiple top-hinged, 4'-wide side wall doors afford added ventilation and access during events, supplemented by two sets of front facade double doors and a single personnel door on the back end of the side, east facade. The single volume contains a stage at the back end flanked by small storage rooms.

Cultural Data: Designed by architect Harold J. Neslund, this building first served as the Tabernacle and then as an auditorium. The stage provided a setting for entertainment including music and plays, and the large open floor was used for audience seating and dances.

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Address: N/A **Historic Name:** Sun Home Lodge **Built:** ca. 1934
Town of Des Moines Addition **Block 34** **Lot: 4** **Legal:** S8 T22 R4
Style: Craftsman **Builder:** Unknown **Architect:** Unknown
Classification: Historic Contributing **Site ID #:** 5
Description: Built ca. 1934, this two-story building occupies a flat site and features an L-shaped, 24' x 50' footprint, plus a 10' x 24' entry. A wood post and beam foundation carries the wood frame, cross gable roofed structure. Wood shakes sheathe the roof and wall dormers. Horizontal wood drop siding with rusticated rounded edges and corner boards clads the building. A water table wraps the building. Vertical board and batten siding highlights the gable ends and under the eaves. Multiple-pane, wood casement windows with decorative wood casings provide day lighting and ventilation. Personnel doors at either end of the building provide access. A central, double-loaded hallway on each floor services bedrooms and common bathrooms from a front lobby area on each floor adjacent to the stairway.
Cultural Data: The building originally was used as the girls' dormitory. It was named after a congregation member by the name of Sundholm. The name was changed to Sun Home to better reflect the more communal nature of the camp rather than the work of one person.

Address: N/A **Historic Name:** Caretakers Residence **Built:** ca. 1980's
Town of Des Moines Addition **Block 36** **Lot: 7-8** **Legal:** S8 T22 R4
Style: Modern; Ranch **Builder:** Unknown **Architect:** Unknown
Classification: Non-historic, non-contributing **Site ID #:** 6
Description: Built in the 1980s, this one-story wood-framed building features an L-shaped footprint with a recessed porch.
Cultural Data: This building was constructed as a caretakers home for the park.

Address: N/A **Historic Name:** Woodshop **Built:** 1945
Town of Des Moines Addition **Block 36** **Lot: 8** **Legal:** S8 T22 R4
Style: Craftsman **Builder:** Unknown **Architect:** Unknown
Classification: Historic Contributing **Site ID #:** 7
Description: Built in 1945, this one-story, 28' x 54' building occupies a flat site and features a rectangular footprint. A concrete foundation carries the wood frame structure. Asphalt shingles clad the side gable roof. Horizontal wood drop siding with rusticated rounded edges clads the wood stud walls. Multiple-pane, wood sash windows provide day lighting and ventilation. Personnel doors enable access to the restrooms at either end of the building. A sliding wood door and personnel door provide access to the central storage portion. A concrete slab on grade forms the flooring throughout the building. A walkway with corrugated, translucent, fiberglass covering connects this building with the picnic shelter to the east.
Cultural Data: The building was constructed as a woodshop. Restrooms were added for camp and park use.

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Address: N/A

Historic Name: Picnic Shelter

Built: ca. 1920

Town of Des Moines Addition

Block 36

Lot: 13

Legal: S8 T22 R4

Style: Craftsman

Builder: Unknown

Architect: Unknown

Classification: Historic Contributing

Site ID #: 8

Description: Built ca. 1920 as a picnic shelter, this one-story, 36' x 52' structure occupies a flat site and features a rectangular footprint. A concrete foundation carries the wood frame structure. Wood columns support the roof framing on the west end. Asphalt shingles cover the dual-pitched, side gable roof. Horizontal wood drop siding with rusticated rounded edges clads the building's east end and the west end wall. The west and east sides remain open. Window openings punctuate the end walls. A brick chimney base divides the building into east and west volumes. A concrete slab on grade provides flooring in the west and east volumes. Personnel doors provide access to the enclosed east volume and adjacent vending space.

Cultural Data: The Draper Park-era Picnic Shelter with its large brick fireplace became the first kitchen and auxiliary hall for the church.

Address: N/A

Historic Name: Sports Cabin

Built: ca. 1931

Town of Des Moines Addition

Block 36

Lot: 12

Legal: S8 T22 R4

Style: Craftsman

Builder: Unknown

Architect: Unknown

Classification: Historic Contributing

Site ID #: 9

Description: Built ca. 1931, this one-story, approximately 13' x 20' building occupies a sloped site and features a rectangular footprint. Wood floor framing with tongue and groove fir finish flooring rest directly on concrete stem walls and pre-cast concrete piers. Vertical board skirting wraps the foundation. Wood clapboard siding with corner boards clad the wood stud walls. Asphalt shingles cover the side gable roof. Four multiple-pane, wood sash casement windows with decorative exterior trim provide day lighting. A front personnel door provides access to the two utilitarian interior volumes.

Cultural Data: Constructed as summer quarters, this building stands as a representative example of the cabins on the site.

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Address: N/A

Historic Name: Roadside Cabin

Built: ca. 1931

Town of Des Moines Addition

Block: 36

Lot: 16

Legal: S8 T22 R4

Style: Craftsman

Builder: Unknown

Architect: Unknown

Classification: Historic Contributing

Site ID #: 10

Description: Built ca. 1931, this one-story, approximately 17' x 15' building occupies a sloped site and features a rectangular footprint. Wood floor framing rests directly on grade. Horizontal wood drop siding with rusticated rounded edges clads the wood stud walls. Asphalt shingles cover the side gable roof. Diagonal wood siding with a decoratively cut center piece highlights the gable ends. Six multiple-pane, wood sash casement windows with decorative exterior trim provide day lighting. A front personnel door provides access to the main interior volume. A recessed porch extends along the front facade. Wood siding encloses the east end of the porch. A small window facing the street and a multiple-panel wood door off the porch service this booth.

Cultural Data: Constructed as family summer quarters, this building stands as a representative example of some of the smaller cabins on the site.

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**COVENANT BEACH BIBLE CAMP
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Narrative Statement of Significance:

The Covenant Beach Bible Camp is eligible for listing in the National Register of Historic Places under Criterion A for its association with the broad patterns of history and development of the city of Des Moines and the site's role as an important regional recreational park and camp in an urbanized area. The historic complex of rustic, Craftsman-influenced camp architecture along with its sequestered setting epitomizes the summer camps that once spotted the Puget Sound region. As places of gathering, camps like Covenant Beach Bible Camp solidified religious and ethnic groups across the county by providing young people with recreation and adventure within the context of a sponsoring ethnic, social and/or religious organization. The Boy Scouts of America, the Young Women's Christian Association (YWCA), the Sons of Norway and the Catholic Archdiocese all established camps like Covenant Beach Bible Camp to provide young people, living primarily in the cities, with a wilderness experience and a summer get away. The rustic camps gave children a taste of independence and self sufficiency while reinforcing social lessons of trust, teamwork, and ethics. The culture of rustic American summer camps coincided with the growth and popularity of the National Park system and no doubt contributed to wilderness conservation efforts during the early 20th century and the ideals of the modern environmental movement.

The period of significance began in 1931 when the North Pacific Conference of the Evangelical Covenant Church of America purchased the site, and ended in 1945 with the construction of the Woodshop, the last extant structure older than fifty years built by the Covenant Church. The existing original core function buildings, cabins and cottage convey camp organizational and functional patterns associated with seasonal church camps. Their form and detailing convey the Swedish heritage of the Covenant Beach Bible Camp users who built the majority of the structures. These same Craftsman influenced rustic and Swedish design characteristics provide a unifying visual character to the site.

The Covenant Beach Bible Camp (commonly known as Des Moines Beach Park) is an eighteen acre, City-owned park that lies along the eastern shore of Puget Sound in Des Moines, Washington, a community located midway between Seattle and Tacoma. The site follows the course of Des Moines Creek as the creek runs through the steep forested valley, and the mouth of the stream discharges into Puget Sound at a broad rocky saltwater beach. The site's overall significance stems from its role in different periods in the history and development of Des Moines. These periods include the Native American presence, the first European-American settlement, establishment of the sawmill industry and Des Moines town site, and the use of the site as a recreational park (1917-1931) and later as a church camp (1931-1986). Cabins and communal buildings of the recreational park and Covenant Church Bible Camp eras dot the landscape with their rustic architecture. Only structures from the recreational and church camp period are extant. The Auditorium was constructed in 1957 and comprised a significant functional and architectural component of the site that, while not rising to the level of exceptional significance, would merit review for addition to the site as a historic, contributing resource upon achieving fifty-years of age in 2007.

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KING COUNTY, WASHINGTON****EARLY ENVIRONMENT**

The earliest known humans in the area were the Native Americans who followed the stream beds up and down Puget Sound to catch spawning salmon and dig for clams. No known tribes lived in Des Moines, but the Duwamish and Muckleshoot Indians crossed the hills from the east and north seeking to harvest shellfish, camp, and fish in Des Moines Creek and the tidelands. Evidence of clam shells has been found on the beach, near the mouth of the creek, and on the bluffs. Between 1917 and 1918, a Native American grave site was "uncovered while sluicing down the bank on the northwest side of the Van Gasken-Pedersen property [...]" to fill in the mill pond.¹ In 1932, yet more evidence of Native American use was discovered when an old Indian canoe was found in the valley. In the Muckleshoot language, Des Moines Creek was called Tsike'i.b.

SETTLEMENT AND INDUSTRIAL DEVELOPMENT

The future site of Des Moines was first seen by Europeans in 1792 during the exploration expeditions of British Naval Captain George Vancouver. The fur trade followed over thirty years later and then the timber industry began. By the 1850s, sailing vessels traveled Puget Sound carrying trade. These ships were followed by more easily maneuverable steamships providing freight and passenger service between cities along the Sound. With increasing traffic on the Sound, it was inevitable that the area that became known as Des Moines was "discovered" and settled.

John Moore first laid claim to what ultimately became downtown Des Moines. He arrived by boat in 1867 and, as provided by the Homestead Act of 1862, received his homestead claim certificate No. 285 on July 2, 1872, after five years of residence. Moore's claim covered 154.2 acres which included most of present day Des Moines. Moore cleared out a portion of his land and built a log cabin, but in 1879 he was judged insane by the Probate Court of King County and sent to an asylum in Steilacoom to live out his days. He died on March 1, 1899. The County Sheriff sold Moore's land to John Murray in 1881 for the value of the unpaid taxes—\$10. By 1885, a sawmill was operating on the property and processing trees from the surrounding area. Murray sold the land to Fountain Chezum in 1886 for \$600 by quit claim deed. Chezum sold the entire claim in 1889 to F.A. Blasher from Des Moines, Iowa.

Blasher, a real estate investor who saw the potential of the area, formed the Des Moines Improvement Company with three other investors—Orin Watts Barlow, Charles M. Johnson, and John W. Kleeb. With the goal of developing the property, they filed a plat for the Town of Des Moines on the northern 120 acres of Moore's original claim. The plat was recorded on July 29, 1889. The next few years (until the depression of 1893) were a boom time in the Puget Sound region and Des Moines kept pace. Once the town was platted, lots sold quickly, reportedly "selling like hot cakes for 250 to 500 dollars for a 25 by 100 foot lot."²

The first industry in Des Moines was the sawmill industry since the proximity to water and forests provided ideal conditions for logging and milling. The deep harbor at the mouth of the valley provided a convenient port for ships, and the steep hillsides surrounding the Des Moines Creek were ideal for skidding logs. The Des Moines Improvement Company took over ownership of the former sawmill at the outlet of the Des Moines Creek in 1889 to provide

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employment to those settling in Des Moines from the mid west. William Van Gasken purchased the sawmill that same year. The mill had a 15,000 board foot capacity and employed fifteen men. A millpond had been constructed in the valley (where the Covenant Beach Bible Camp would later be located) and a dock built to the west of the mill so that the lumber and shingles could be loaded onto ships. The logs were hauled by oxen. Loggers and single men working at the mill stayed in a bunkhouse just south of the mill.

A series of mills were subsequently located on the site of the Van Gasken Mill at the mouth of the valley. Edward Patterson and Frank Fuhrman built a saw and shingle mill and sold it in 1907 to Frank Hopkins and H. Ohnick who organized the Des Moines Milling Company. James Markwell operated a nearby shingle mill that employed 25 men, a significant number of the 1890 population of 212. The shingle mill site included a bunkhouse, cook shack, and a dock on the northwest side of the Van Gasken property. The dock was used for shipping his shingles. The Van Gasken and Markwell mills were the town's primary industries in the early 1890s.

Economic growth came to a halt in the 1893 Depression and for several years after, but by the turn of the century, Des Moines had a dozen stores and a hotel. Visitors and goods arrived by steamships that docked at the north end of the valley and crossed along the south end of the valley to arrive at the City of Des Moines. Residents in the early 1900s depended on the local steamers of the Mosquito Fleet for transportation to Tacoma, Seattle, and other Puget Sound communities. A paved pathway visible at the northwest end of the park is the only remnant of an early country road that ran along the waterfront, up the steep north slope of the creek valley, where it meandered from homestead to homestead, eventually joining up with the Michael Kelley road in Sunnysdale. The Michael Kelley route was the only road in and out of Des Moines.

The Markwell mill and dock burned down in 1908. By 1917, the sawmill industry in Des Moines was ending. The forests had been logged off, and first growth evergreens were being replaced by second growth deciduous trees.

ERAS OF RECREATION

As the sawmill industry was ending, the use of the waterfront and creek valley changed to recreation. Early forms of transportation in Des Moines during the late 1800s and early 1900s were by foot, horse, boat or Indian canoe. The horse and buggy and Mosquito Fleet service followed. Cars began to replace horse and buggy travel after 1910, significantly increasing recreational travel to natural destination points such as the Covenant Beach Bible Camp. A new brick highway, the Seattle-Des Moines Road, was completed in 1914, crossing over the east end of the park.³ With improved modes of transportation, the emerging recreation and tourism uses of the valley spurred changes to the site.

George Fetterlee and his wife had purchased the inner valley by early 1917 and built a home on the southwest side of the creek. They rented out small boats and several primitive cabins in the Des Moines creek valley to vacationers. This change marked the beginnings of an enduring legacy of recreational use. Neither Fetterlee's home nor his cabins is extant.

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Around 1917-1918, Herman M. "Daddy" Draper purchased the park site from Mr. Fetterlee. Mr. Draper and his wife, Annie ("Mother"), arrived in Des Moines in 1906, seeking to establish a children's home similar to one they had operated in Iowa. They opened the Children's Industrial Home and Training School in 1908, which served as a private orphanage where they taught children various trades so they could be self-sufficient and productive members of society. The orphanage supported up to 47 children at one time and was operated from the former Hiatt Hotel (1890) sited on a bluff overlooking the creek valley. They turned the creek valley into a park/recreational campground for the children. Mr. Draper "soon filled in the log pond by sluicing down some of the south bank of the creek valley, then built swings and tent platforms. He began to charge rent as a private park, which now included a kitchen shelter for picnickers."⁴

A dance hall called Neal's Pavilion was built on the site of the last mill that was intended for the beachfront but never completed. The Neal brothers purchased the mill site and built a dance hall using the concrete foundation that rested on the old pilings for the mill building. The dance hall was in operation until 1931. Food and recreation were the main attractions in the 1920s at Draper Park. However, in 1927, the Drapers passed away within five days of each other. Their grandson, Vernon Draper, operated the park for the next four years, during which time hundreds of park users and groups paid fees to use the facilities and picnic in the park.

Summer and Church Camps in the Region

Summer and church camps marked the next and longest phase of recreational use for the site. With the advent of and rise in availability and use of the automobile in the 1910s and 1920s, more families were visiting in the woods. Seeking natural settings outside the cities, families would drive to locations such as the site of the Covenant Beach Bible Camp, then operated by the Drapers (and known as Draper Park), for summer picnics and excursions. Camps were interspersed along Puget Sound and inland in both rural and wilderness areas. The Meadowdale Country Club (now Meadowdale Park), north of Seattle near Edmonds, provided a venue for youth and family recreation during the summer months. Church or bible camps were a subset of recreational camps that merged outdoor recreation with faith-based programs. The earliest church camps in Washington State were established in the early 1900s. The camps were usually sited near a lake or along Puget Sound and surrounded by trees. The early campsites did not have permanent sleeping or dining quarters. Instead families brought tents for shelter and their own food and cooking equipment. Tent platforms were built and as camps became more established, permanent structures such as cabins and cottages, dining halls, dance platforms, tabernacles, and lodges were erected.

Currently, the state of Washington has approximately thirty-five Christian camps or conferences registered as members with the national Christian Camp and Conference Association. Eight of these camps were founded fifty or more years ago. However, not all church camps are members of the association and historically, there would have been more than eight camps operating throughout the state. The majority of church camps are located in Western Washington, mainly in the Puget Sound region. A few are located in Wenatchee in Central Washington and near Spokane in Eastern Washington. Several of the Puget Sound area Bible or church camps still operate today but have not retained the same level of integrity as Covenant Beach Bible Camp. One example is the Sammamish Bible Camp Association (SAMBICA),

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founded as a young people's conference in 1919. The camp grounds are located 13 miles east of Seattle on the shores of Lake Sammamish in Bellevue, Washington. SAMBICA was founded by members of the Swedish Tabernacle Church. Originally named Carlson Camp, individual church members developed the site by buying property. Buildings older than fifty years old at the camp include the Tabernacle (1924; altered significantly), a two-story frame office building (1925), the Dining Hall (1938; altered 1956), a beach house (1931), and three cottages (1926 and 1933; altered). The site no longer retains the original rural setting. Single family homes built in the early twentieth through recent years are located adjacent to the camp. More than sixty percent of the camp's buildings are non-historic. Members of the Swedish Tabernacle Church sold their interest in SAMBICA when the camp became non-denominational in the early 1930s. These same members went on to help establish Covenant Beach Bible Camp in Des Moines. Over the last 86 years, SAMBICA has gone through many physical phases of growth and development to provide the quality of programs that benefit campers and the surrounding community. SAMBICA is no longer a remote camp nestled in the woods, but part of the suburban fabric of Bellevue.

Camp Burton, located on Vashon Island and a thirty-minute ferry ride west of Seattle, is another example of an old church camp. The Western Washington Baptist Convention first purchased property on the Burton Peninsula on the island in 1905. Camp Burton was originally known as Burton Baptist Assembly Grounds, a place that provided an opportunity for people to grow in their faith in an outdoor setting. Prior to the construction of the first permanent buildings on the site, families brought their own camping and cooking equipment and stayed in tents. The first camp structures were built in 1918. The organization purchased more property in 1920. Various social halls, classrooms, assembly halls, cabins, and restrooms were constructed during the 1920s. More buildings were erected in the 1930s and by the late 1940s and early 1950s, a major expansion was underway and many of the buildings were renovated. Subsequent remodels of the cabins occurred in the 1960s, and the twelve cabins facing the grass field were remodeled in 1988. Many of the camp's original buildings have been demolished or heavily altered. Currently, the camp has approximately thirty buildings on a twenty-acre site. Grisham Hall (1918; heavily altered 1980s); the office (1920s); Walker Hall (1938); Burton Lodge (1960s); and Cabins 1-12 (remodeled 1980s) are among the buildings on the site. Among these buildings, only Walker Hall, a one-story, wood-framed building that once served as the chapel, maintains its original appearance. The other buildings have been altered and exhibit new siding, windows, and doors.

Camp Sealth, located on the west side of Vashon Island, was founded in 1919-1920 when the Seattle Council of Campfire Girls established a summer camp for Campfire Girls from Seattle at Luseata Beach. Unlike Camp Burton and other church camps, Camp Sealth was nonsectarian but its purpose was also recreational with the goal to build educational, physical, and social skills and develop future leaders. Camp Sealth has many of the same facilities that church camps have except for the Tabernacle or chapel. The first building, Round's Hall, was constructed in 1921 and served as the center of camp activities. It is now the dining room with a kitchen addition. Campers stayed in tents in the early years. The cabins on the hillside were built in 1929 and a few remain. The Log House (1937) is no longer extant. The beach is now accessed through a winding road that traverses steep, wooded hills. Before the road was built, the camp was accessible only by boat. The camp can still be accessed through boats which dock at the wharf. This wharf is not the original and has been rebuilt. Although the surrounding natural environment around Camp Sealth has changed little, the more concentrated area where the campgrounds are located has been changed significantly by the demolition of older

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buildings and the addition of contemporary structures.

Covenant Beach Bible Camp

Camp Sealth, Camp Burton, and SAMBICA were among the earlier church or summer camps established in the Puget Sound region. During the 1930s and following World War II, churches experienced decreased attendance, particularly by youth, while witnessing a rise in the number of family gatherings held in idealistic natural settings. Covenant Beach Bible Camp was established in 1931 by the North Pacific Conference of the Evangelical Covenant Church of America (North Pacific Conference). For this organization, the camp setting provided an additional benefit—the opportunity to strengthen their Swedish roots and heritage through group interaction and construction of their camp facilities. The church members were of Swedish descent and represented congregations from Seattle, Tacoma and other Puget Sound communities. Congregation members were concerned with the decline of Swedish culture within the Swedish-American communities in the Puget Sound region. Church services had gradually shifted from Swedish to English as a decreasing number of congregation members maintained fluency in the Swedish language. In an effort to slow and possibly stop this decline of language and erosion of cultural roots, congregation members looked towards seasonal camps as gatherings where members could speak Swedish and strengthen their cultural connections and sense of solidarity.

During the summer of 1930, church members held several picnics at the site to evaluate its potential as a seasonal church camp. The following summer (1931), the congregation leased the grounds and hall for \$250 with an option to purchase the site to hold a trial conference. Favorable response to the site prompted the organization of the North Pacific Bible Camp Association. This non-profit group was specifically charged with the responsibility of purchasing the site and, when fully paid, turning the property over to the North Pacific Missionary Conference. Board members consisted of John Isaacson, J. Alfred Johnson, David Sahlin, David Olson, J. B. Turnquist, and Nels Hedin.

The location of Des Moines midway between Seattle and Tacoma and the location Draper Park near the beach presented the ideal retreat site. The board soon raised funds from affiliated churches throughout the Puget Sound region to purchase the entire Draper Park property at a cost of \$16,000. With the purchase complete, Draper Park was officially renamed Covenant Beach in 1932. To facilitate broad, group use, title was not held by an individual church but by the North Pacific Conference, which included churches in Oregon, Idaho, Montana, British Columbia and Washington.

The congregation laid out campsite lots and rough pedestrian paths along the sides of the valley while retaining the natural features and open landscape elements of the park. The North Pacific Conference built facility buildings and the cabins for rental purposes. For \$10 a year, lots were also drawn up and leased to congregation members to build their own cottages. This fostered invested stakes in the camp on the part of congregation members while retaining overall ownership and park use by the North Pacific Conference to eliminate individual land-owner issues.

In the early years of the church camp, platforms were built on which tents were pitched and families stayed for two weeks. Most cabins and some private cottages were built between 1933 and 1936, with some private cottages and facility

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buildings built by the early 1940s. Cabins were built by the North Pacific Conference and were smaller and less finished than cottages. The cabins were rented out and housed multiple users. Cottages were owned and built on land leased from the North Pacific Conference. Moderately finished and appointed with amenities associated with a house, such as running water, lighting, and separate rooms, these were single family seasonal residences. The extant cabins exhibit the type, massing, detailing and materials employed on rental buildings for multiple-user residences. The extant cottage displays some of the more unique rustic detailing employed in the cottages. Interior finishes, materials and overall function are typical of other cottages formerly on the site.

Design and construction of the buildings were undertaken primarily on an individual basis by lot lessees or collectively through volunteer and donated efforts by congregation members. A significant exception was the Dining Hall (1934), designed by architect Marvel Johnson Blomdahl. Then twenty-years of age, Blomdahl designed the Dining Hall in the midst of the Depression while on hiatus from her university studies. A former resident of Tacoma, Blomdahl began studying architecture in 1930 at the University of Washington. During the Depression, her funds were temporarily frozen when the banks closed after just two years of classes, prompting her to postpone school and find work in Seattle. Blomdahl soon resumed her classes, graduating in 1937 from the University of Washington with a Bachelors Degree in Architecture. The Dining Hall drew stylistically from the extant Picnic Shelter, adding such elements as vertical board gable ends that then served as defining characteristics for subsequent cabin and cottage additions.

The cabins, cottages, and communal buildings were constructed in a rustic camp style with Craftsman influences and elements of Swedish design in their details. The buildings represented a true vernacular expression because they were designed and built by congregation members. As the camp became more established, many families who owned cottages on the leased lots summered there from Memorial Day (cleanup time) to Labor Day (close-out time). Clean-up time signified the start of the season and entailed removing protective winter coverings and accumulated debris in anticipation of summer use. Close-out time was the last chance to close windows, turn off gas and electricity, drain pipes and generally prepare the buildings and site for winter hibernation. Generations of the same family would spend every summer at Covenant Beach Bible Camp. Over the years, the cottages increasingly served as alternative permanent housing for some families. During post war years, as many as nine families from First Covenant Church lived there at once. By 1960, the site contained thirty-one private cottages and twenty-five North Pacific Conference buildings. Although some of the smaller buildings had been removed or destroyed earlier, this pattern of cottages functioning as summer homes continued through the end of Covenant Church ownership in 1986, when the park was sold to the City of Des Moines for \$2,750,000.

Although the site retains all the communal buildings that have played important roles in the former camp's history, most of the small cabins have been removed or demolished. The communal buildings were constructed with permanence in mind whereas many of the cabins and cottages were less well built. Some cabins and cottages were relocated to nearby communities and are extant. The historic, contributing buildings that remain today include the Picnic Shelter (ca. 1920), Dining Hall (1934 with additions), Sun Home Lodge (ca. 1934), Carlson House (ca. 1935), two cabins (Roadside Cabin One and Sports Cabin, both ca. 1931), and a Woodshop (1945). The Draper-era Picnic Shelter, with its large brick fireplace, became the first kitchen and auxiliary hall for the church. The Dining Hall was built on the site of the Draper-

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era platform which spanned the creek. The Neal Dance Pavilion on the beach became the Tabernacle and was destroyed by fire in December of 1954. This was later replaced by the existing Auditorium/Chapel (1957) designed by Harold Neslund and constructed adjacent to the Sun Home Lodge, which was originally the girls' dormitory. The Auditorium was constructed in 1957 and comprised a significant functional and architectural component of the site that, while not rising to the level of exceptional significance, would merit review for addition to the site as a historic, contributing building upon achieving fifty-years of age in 2007. The Founders Lodge (1969) which was designed by Harold Neslund, and the contemporary Caretakers Residence (ca. 1980s) were the most recent non-historic additions to the park site.

The Covenant Beach Bible Camp has been altered over the decades by different owners but continues to retain its most important character-defining features. The many small cabins that were removed in the 1980s by the City of Des Moines had no foundations and were moved periodically from place to place on the site during the years of use. When the Parks and Recreation Department turned the proprietary seasonal Bible Camp into a City Park that was open to the public year round, they allowed most of the cabins to be skidded away or demolished. Many of the cabins still in the area are used for guest houses, out buildings and sheds. The City concentrated on maintaining and repairing the large communal buildings that had permanent foundations and could be rented out for events and functions. Particular effort was given to saving the central Dining Hall that was uniquely located over the creek and was vulnerable to flooding. The road along the east side of the valley was added in the 1990s along with the contemporary west and central bridges. A rock retaining wall was added to the base of the south bluff in the 1990s.

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CONCLUSION

With the exception of the Founders Lodge, Auditorium/Chapel, and the new Caretakers Residence, all extant buildings in the park and the natural setting on which they stand strongly convey the era of recreation that has long been associated with this site. In addition, they represent the evolution of the site from a natural and wild landscape through a period of industrial activity to a cultural landscape that reflects social patterns tied to recreation and leisure. The Covenant Beach Bible Camp remains as one of the few summer camps in the greater Seattle-Tacoma metropolitan area and survives today in a protected natural setting completely surrounded by dense urban growth. The site retains the original definitive core buildings and examples of cabins and cottage building types that were once found around the camp. The historic pathways, landforms and architectural constructs of the site are clearly evident today, providing for interpretation of the camp's 1930s organization and administration, circulation patterns and functional building types. Compared with other extant camps that are fifty years or older in the Puget Sound region, Covenant Beach Bible Camp has maintained the highest level of integrity.

With a population of 29,000 living in the City of Des Moines and 97,000 people living in close proximity, the park is poised to become a destination for recreation again. A Children's Camp is held every July. Families who have fond memories of spending summers at the park look forward to bringing new generations to enjoy the grounds and use the buildings once again. As Americans move away from the era of rustic get-aways and the social conventions of seasonal ethnic and religious gathering, Covenant Beach Bible Camp will continue to recall the rustic architecture and natural setting of summer camps and their place in the nation's landscape.

¹ Kennedy, Richard. T. ed. *One Hundred Years of the "Waterland" Community, A History of Des Moines, Washington*. City of Des Moines: Des Moines, 1989. p. 9.

² Ibid. p. 15.

³ Scott, Carmen. Des Moines Beach Park Notes. 1989, revised May 2004.

⁴ Ibid. p. 2.

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Verbal Boundary Description (Describe the boundaries of the property on a continuation sheet.)

The nominated property of the district includes two King County Assessor's parcels in SW 8 22 4 defined as follows:

Parcel: 2009002860

PORION 22 & TOWN OF DES MOINES LOTS 9 THRU 16 BLK 22 TOWNSHIPS PORTIONS OF VACATED ALLEY ADJACENT, VACATED 4TH ST ADJACENT & VACATED SPRUCE ST ADJACENT; LOTS 1 THRU 6 & THOSE PORTIONS LOTS 7 THRU 12 BLK 35 TOWN OF DES MOINES LYING NWLY OF LINE DRAWN FROM NE CORNER OF SAID LOT 7 TO SW CORNER OF SAID LOT 12 TOWNSHIPS PORTIONS OF VACATED ALLEY ADJACENT, VACATED 4TH ST ADJACENT & VACATED SPRUCE ST ADJACENT; PORTION OF VACATED 4TH ST LYING SOUTH OF S LINE OF LOT 12 BLK 35 & ITS WLY PRODUCTION & NWLY OF LINE DRAWN FROM SW CORNER OF SAID LOT 12 TO SE CORNER OF LOT 16 BLK 36 ALL IN TOWN OF DES MOINES; LOTS 5 THRU 16 BLK 36 TOWN OF DES MOINES TOWNSHIP PORTIONS VACATED ALLEY ADJACENT, VACATED PUYALLUP ST ADJACENT & VACATED 4TH ST ADJACENT TO LOTS 5 THRU 12; LOT 7 COVENANT BEACH ESTATES (VOL 108, PG 20) TOWNSHIP UNDIVIDED 1/8 INTEREST IN TRACT "A" & COMMON OPEN SPACE; PORTIONS OF LOTS 1 THRU 3 & LOTS 21 THRU 26 BLK 41 TOWN OF DES MOINES TOWNSHIP PORTION VACATED ELY 10 FT OF CLIFF AVE ALL LYING NWLY OF LINE DRAWN FROM NE CORNER OF SAID LOT 1 THRU SW CORNER OF SAID LOT 3 & EXTENDED TO WLY LINE OF VACATED ELY 10 FT OF SAID CLIFF AVE TOWNSHIP PORTION OF VACATED PUYALLUP ST ADJACENT; LOTS 1 THRU 5 INCLUSIVE EXC SLY 5 FT OF SAID LOT 5 ALL IN BLK 40 TOWN OF DES MOINES TOWNSHIP VACATED WLY 10 FT OF CLIFF AVE ADJACENT & TOWNSHIP SECOND CLASS TIDE LANDS ADJACENT

Parcel: 2009003390

PORTIONS MISC TOWN OF DES MOINES LOTS 10 THRU 13 BLK 3 TOWNSHIP OF VACATED 6TH ST (AKA 7TH AVE S) ADJACENT LESS PORTION OF CONVEYANCE TO STATE OF WA BY DEED UNDER RECORDING NO 9306021200 TOWNSHIP OF BLK 23 TOWNSHIP ALL OF BLK 24 LESS E 10 FT OF LOTS 15 & 16 THEREIN; TOWNSHIP W 110 FT OF LOTS 1 THRU 4 BLK 33; TOWNSHIP LOTS 1 THRU 11 BLK 35 LESS PORTION OF LYING NWLY OF LINE FROM NE COR LOT 7 TO SW COR LOT 12 THEREIN; TOWNSHIP POR LOTS 1 THRU 8 & LOTS 17 THRU 23 BLK 41 LYING SLY OF LINE FROM NE COR LOT 1 TO SW COR LOT 3 THEREIN & EXTENDED TO WLY LINE OF SD BLK 41; TOWNSHIP POR LOTS 1 THRU 7 BLK 42 LYING NWLY OF LINE FROM NE COR SD LOT 1 TO SW COR SD LOT 7 TOWNSHIP S 5 FT OF LOT 5 & ALL OF LOTS 6 THRU 16 BLK 40; TOWNSHIP TIDE LANDS OF 2ND CLASS ADJOINING S 5 FT OF SD LOT 5 & LOTS 6 THRU 8 & N 16.33 FT OF LOT 9; TOWNSHIP UPLANDS ADJOINING IF ANY; TOWNSHIP VACATED STREETS & ALLEYS ADJOINING PER DEEDS UNDER RECORDING NOS 87020418368702041837 8702041838 AND 8810250354

Boundary Justification (Explain why the boundaries were selected on a continuation sheet.)

The above boundaries encompass the entirety of the Covenant Beach Bible Camp occupied by the historic district's contributing resources and owned by the City of Des Moines.

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Continuation Sheet**COVENANT BEACH BIBLE CAMP
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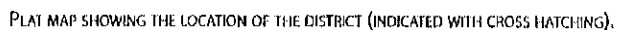
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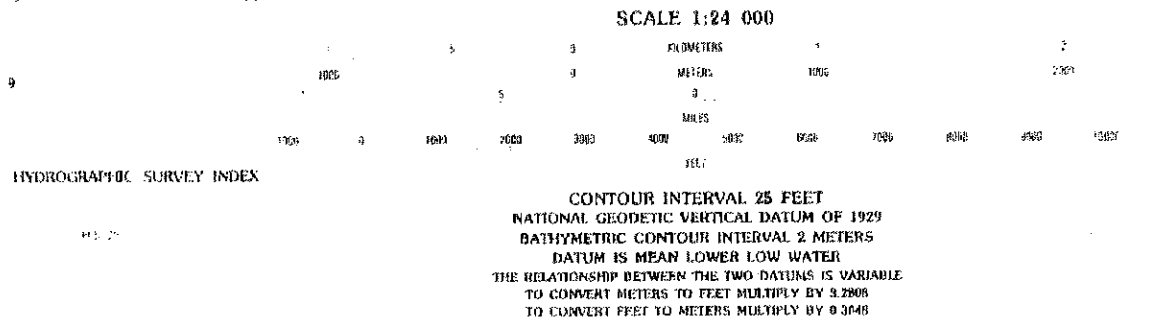
1 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Carmen Scott 05/04 View: Des Moines Beach tideflats, looking northwest.	6 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Carmen Scott 05/04 View: Park play area, Sports Cabin (far left), Picnic Shelter (center), and Dining Hall and Kaffe Stuga (right); looking east.
2 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Carmen Scott 05/04 View: Covenant Beach Bible Camp from the dock, looking east.	7 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Eugenia Woo 10/27/04 View: East facade of the Dining Hall with Des Moines Creek flowing under the building; view: west.
3 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Eugenia Woo 10/27/04 View: Park site, looking east.	8 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Eugenia Woo 10/27/04 View: Dining Hall main (north) façade; view: looking south.
4 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Eugenia Woo 10/27/04 View: Des Moines Creek and Covenant Beach Bible Camp (left); view: east.	9 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Eugenia Woo 10/27/04 View: Dining Hall entrance; view: looking south.
5 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Carmen Scott 05/04 View: Des Moines Creek and Carlson House (upper right); looking southeast.	10 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Eugenia Woo 10/27/04 View: Picnic Shelter, west facade.

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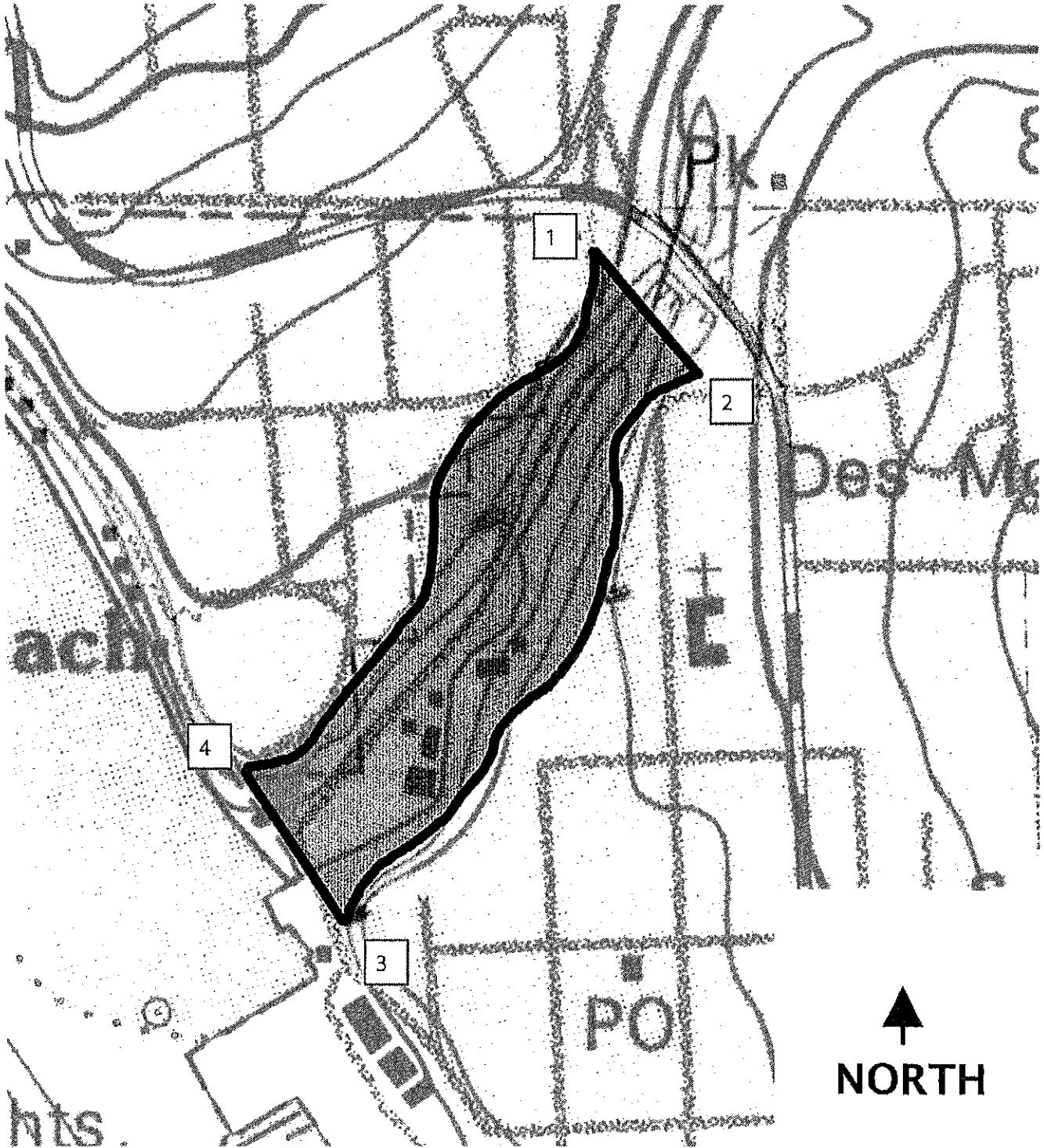
11 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Eugenia Woo 10/27/04 View: Picnic Shelter; view: looking northeast	16 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Carmen Scott 05/04 View: Sports Cabin west and south facades; looking northeast.
12 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Carmen Scott 05/04 View: Sun Home Lodge; view: looking southwest.	17 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Eugenia Woo 10/27/04 View: Founders Lodge north and west facades; view: looking east.
13 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Eugenia Woo 10/27/04 View: Auditorium; view: looking southeast	18 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Eugenia Woo 10/27/04 View: Beginning of pedestrian path (former Des Moines-Michael Kelly Road) at the northwestern corner of the park; view: north.
14 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Carmen Scott 05/04 View: Carlson House north and east facades; view: southwest.	19 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Eugenia Woo 10/27/04 View: Pedestrian path (former Des Moines-Michael Kelly Road); view: east.
15 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Carmen Scott 05/04 View: Roadside Cabin west and south facades; looking northeast.	20 of 20 Covenant Beach Bible Camp Address: Cliff Avenue & 220 th Street Des Moines, King County, WA Photographer: Carmen Scott 05/04 View: Contemporary rustic bridge at east end of site.





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NATIONAL REGISTER NOMINATION
COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198
MAPS

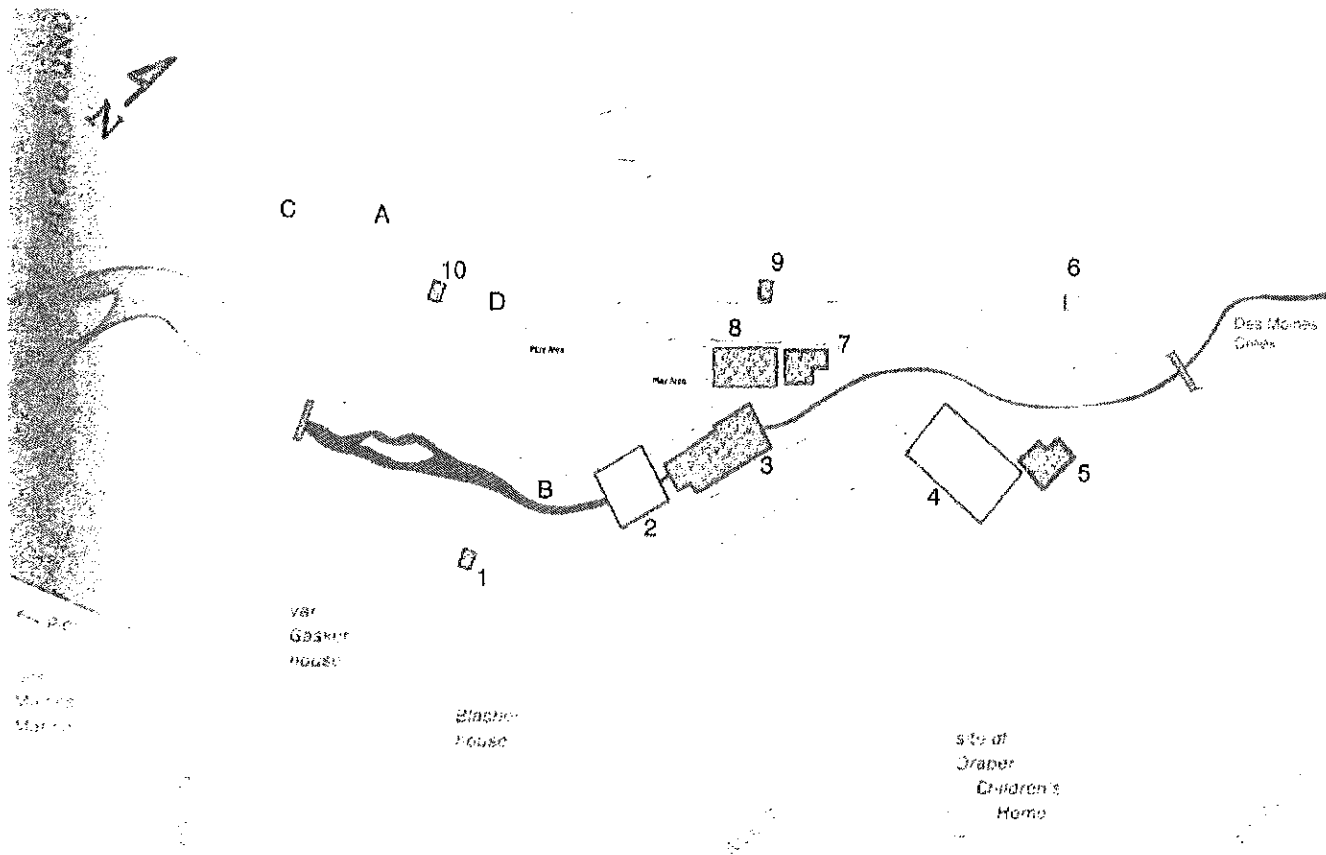


DETAIL OF THE USGS QUAD MAP.

NATIONAL REGISTER NOMINATION

COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198

MAPS



SITE PLAN KEY

BUILDING IDENTIFICATION:

1. Carlson House (Built ca. 1935)
2. Founders Lodge (Built 1969)
3. Dining Hall (Built 1934)
4. Auditorium (Built 1957)
5. Sun Home Lodge (Built ca. 1934)
6. Caretakers Residence (Built ca. 1980s)
7. Woodshop (Built 1945)
8. Picnic Shelter (Built ca. 1920)
9. Sports Cabin (Built ca. 1931)
10. Roadside Cabin (Built ca. 1931)

BUILDING STATUS

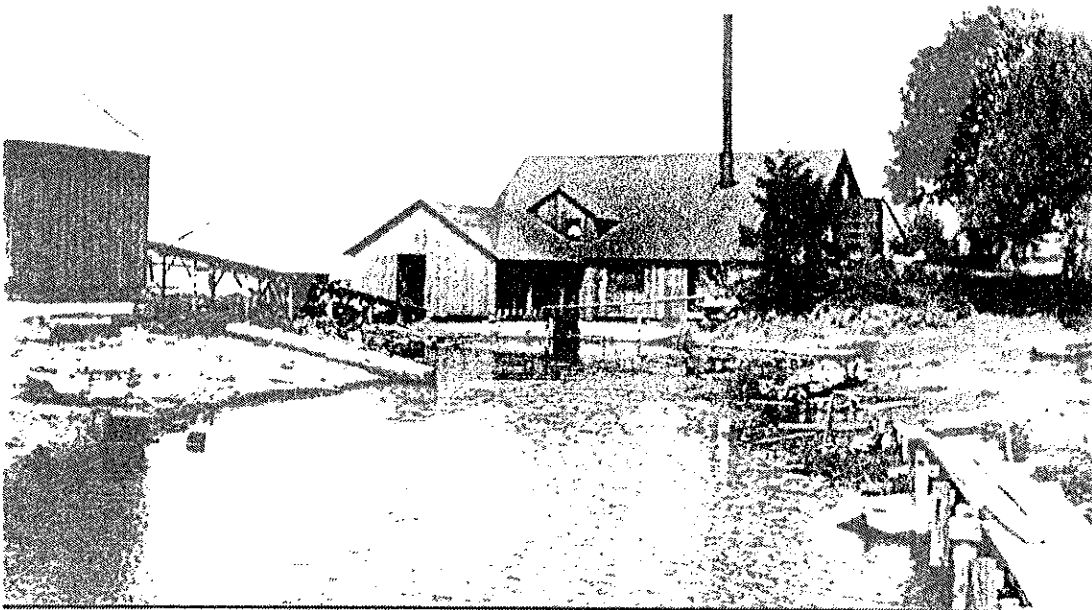
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 Non-contributing

NOTABLE LANDSCAPE ELEMENTS

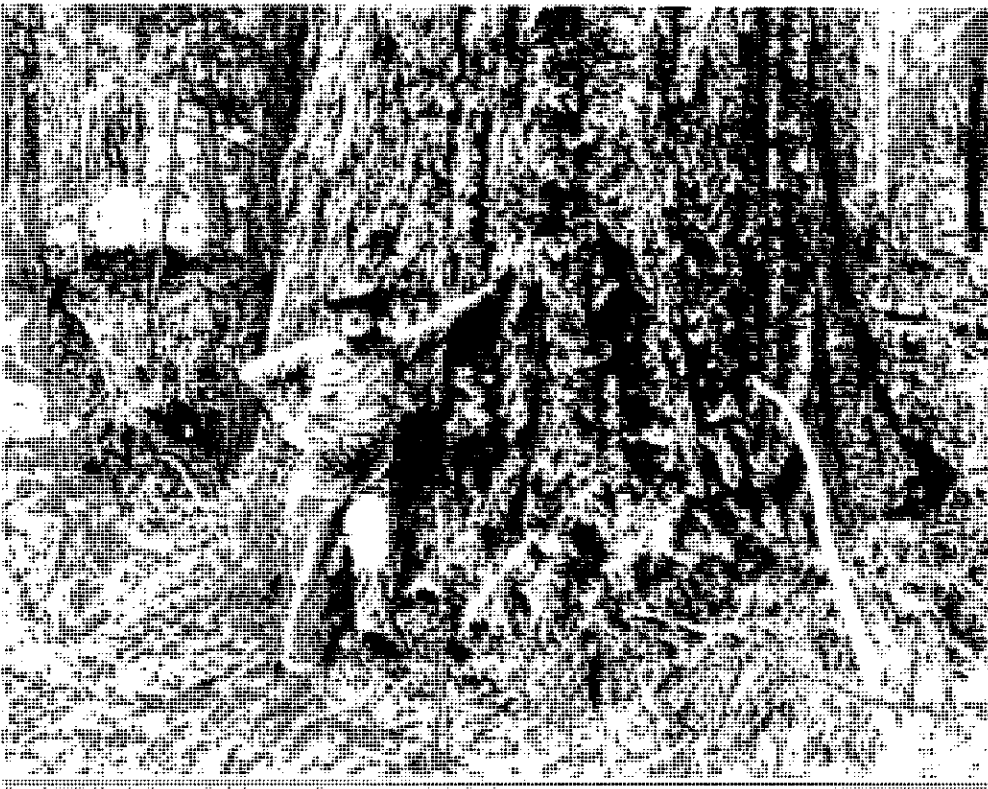
- A. Des Moines-Michael Kelley Road
 B. Des Moines Creek
 C. Salt Water Beach
 D. Camp Road North of Des Moines Creek

IDENTIFICATION AND CONTRIBUTING VS. NON-CONTRIBUTING MAP.

NATIONAL REGISTER NOMINATION
 COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198
 HISTORIC PHOTOGRAPHS



Ca. early 1900s historic photograph of the sawmill and mill pond formerly located within the Covenant Beach Bible Camp valley. Source: Digital copy provided by Carmen Scott.

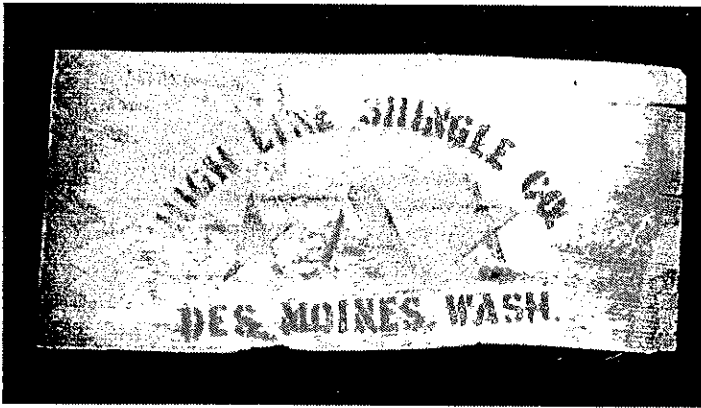


Ca. early 1900s historic photograph of a logging campsite with trees in the background. Source: Digital copy provided by Carmen Scott.

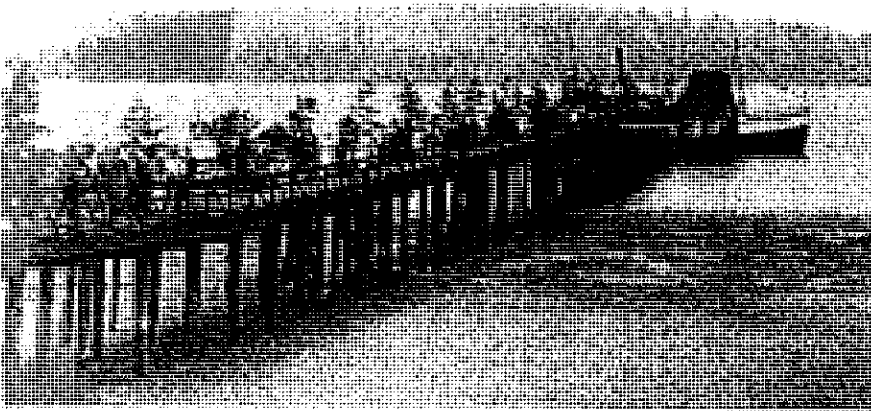
NATIONAL REGISTER NOMINATION

COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198

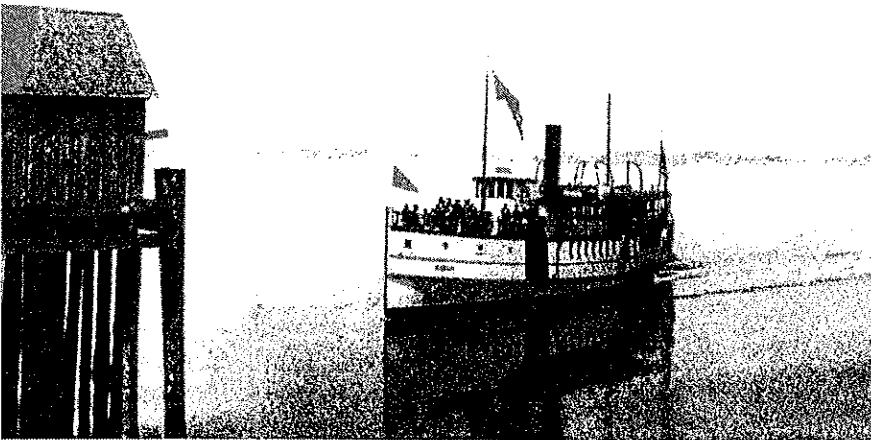
HISTORIC PHOTOGRAPHS



Sample of a shingle stamped with the markings from the Des Moines High Line Shingle. Source: Digital copy provided by Carmen Scott.



1890s photograph of the dock near the mouth of the Des Moines Creek decorated for a summer picnic. Source: Digital copy provided by Carmen Scott.

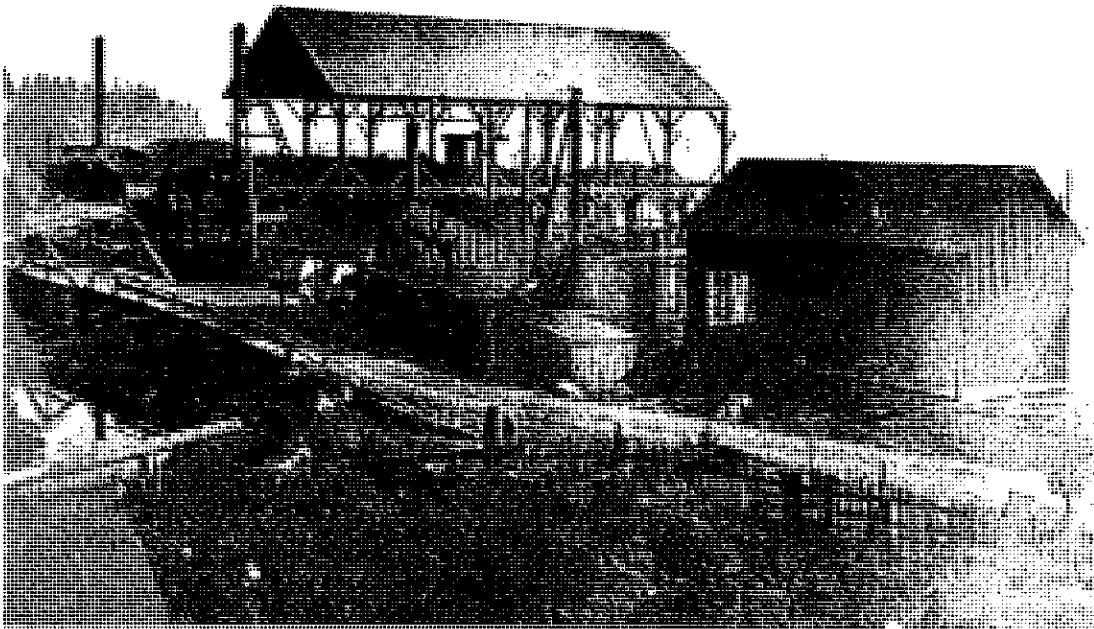


Ca. 1900s photograph of the Daring arriving at the Des Moines dock. Source: Digital copy provided by Carmen Scott.

NATIONAL REGISTER NOMINATION
 COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198
 HISTORIC PHOTOGRAPHS



Early view of Des Moines and the Draper orphanage. Source: Digital copy provided by Carmen Scott.



Early view of the Draper orphanage. Source: Digital copy provided by Carmen Scott.

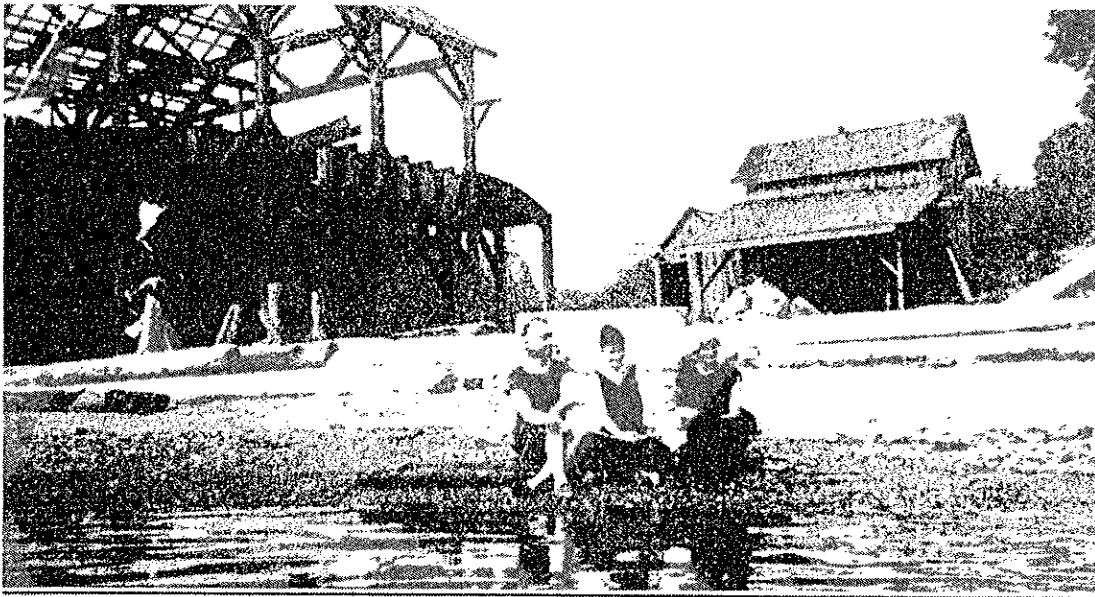
NATIONAL REGISTER NOMINATION

COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198

HISTORIC PHOTOGRAPHS



1914 photograph of the Des Moines stage providing service between Des Moines and Seattle. Source: Digital copy provided by Carmen Scott.



Ca early 1910s photograph of the unfinished mill that would later become the dance hall. Source: Digital copy provided by Carmen Scott.



Ca 1930s -1940s photograph of morning revelry at the camp. Source: Digital copy provided by Carmen Scott.

NATIONAL REGISTER NOMINATION

COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198

HISTORIC PHOTOGRAPHS



1928 photograph of the campsite with the buildings and the large group of people gathered in the foreground. Source: Digital copy provided by Carmen Scott.



1941 photograph of the Auxiliary Hall. Source: Digital copy provided by Carmen Scott.



1945 photograph of an all girls camp group in front of one of the cabins. Source: Digital copy provided by Carmen Scott.



1947 photograph of the building under construction. Source: Digital copy provided by Carmen Scott.

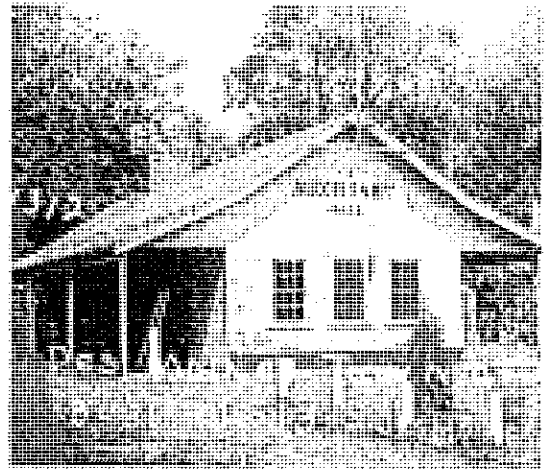
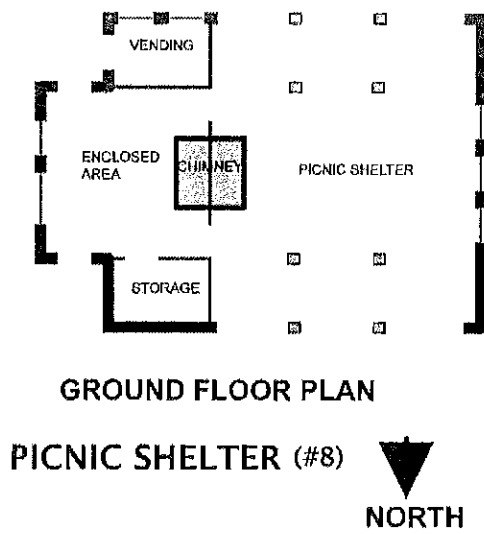


1928 photograph of the former Dance Hall with Bob Itenick, a former camp attendee, in the foreground. Source: Digital copy provided by Carmen Scott.



1947 photograph of the dining hall. Source: Digital copy provided by Carmen Scott.

NATIONAL REGISTER NOMINATION
 COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198
 HISTORIC PHOTOGRAPHS



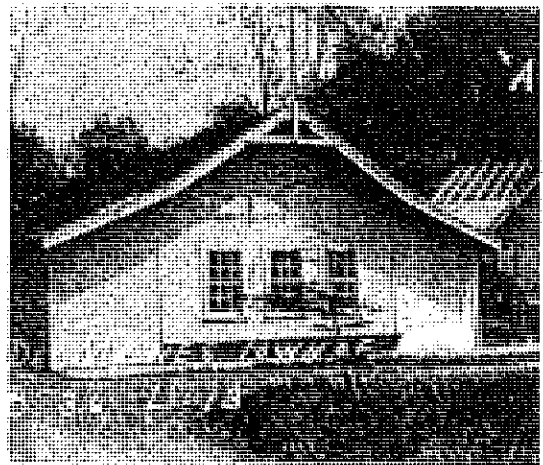
Mid 1930s photograph of the Picnic Shelter, then called the Auxiliary Hall. Source: Puget Sound Regional Archives.



1952 view of the west end of the Picnic Shelter. Source: Puget Sound Regional Archives.

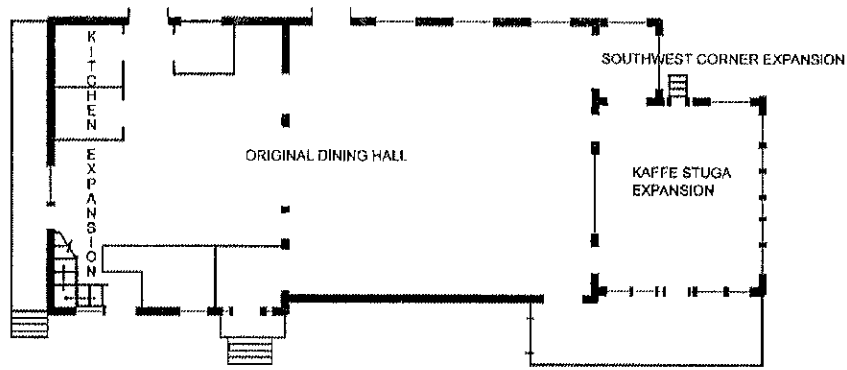


1949 photograph of Clean-Up Day at Covenant Beach Bible Camp. Source: Digital copy provided by Carmen Scott.

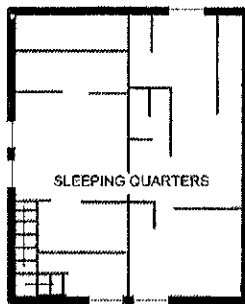


1952 view of the west end of the Picnic Shelter. Source: Puget Sound Regional Archives.

NATIONAL REGISTER NOMINATION
 COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198
 HISTORIC PHOTOGRAPHS



GROUND FLOOR PLAN

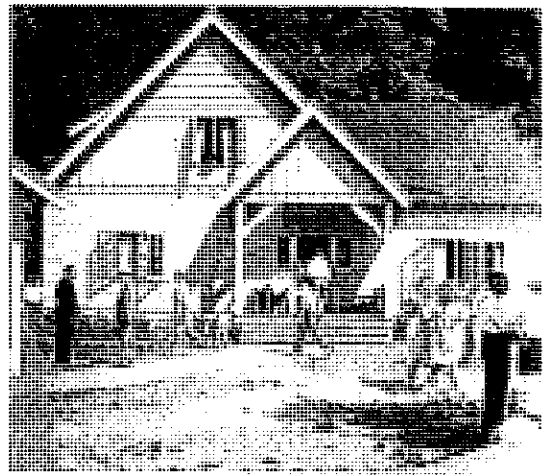


SECOND FLOOR PLAN

DINING HALL (#3)



1955 photograph of the Dining Hall. Source: Puget Sound Regional Archives.



Pre 1952 photograph of the Dining Hall prior to the northeast expansion. Source: Digital copy provided by Carmen Scott.

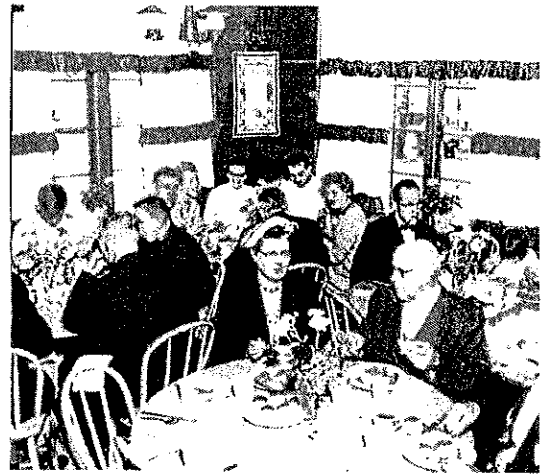
NATIONAL REGISTER NOMINATION

COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198

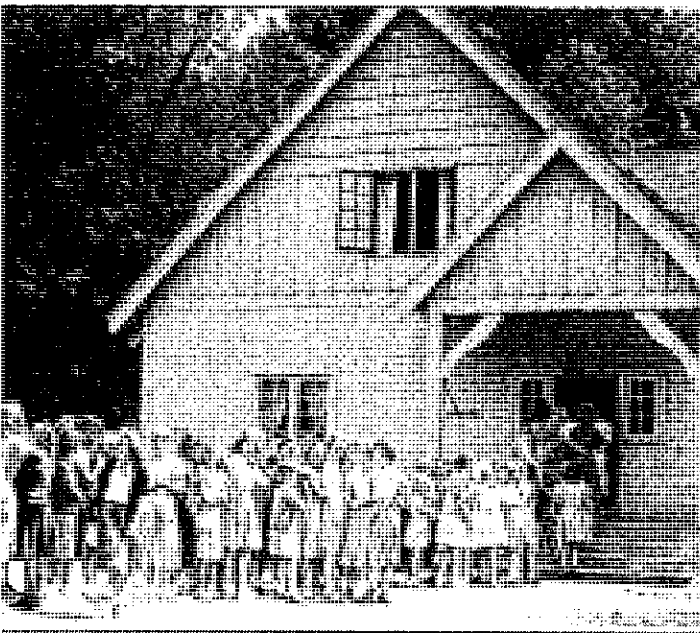
HISTORIC PHOTOGRAPHS



1952 photograph of the Dining Hall's northeast kitchen expansion under construction. Source: Digital copy provided by Carmen Scott.



Undated photograph of camp attendees in the Kaffe Stuga. Source: Digital copy provided by Carmen Scott.

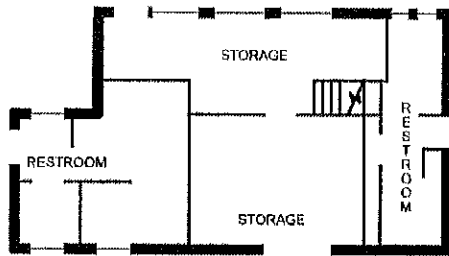


1948 photograph of the Dining Hall. Source: Digital copy provided by Carmen Scott.



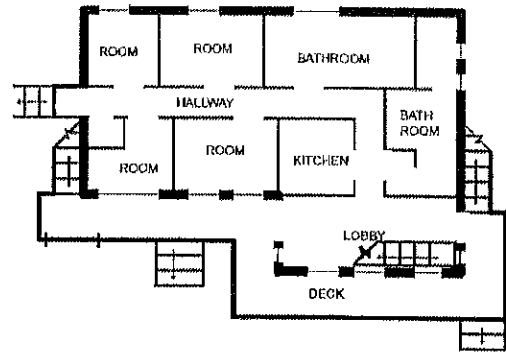
Undated photograph of a camp group gathered around the fire pit northeast of the Sun Home Lodge. Source: Digital version provided by Carmen Scott.

NATIONAL REGISTER NOMINATION
 COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198
 HISTORIC PHOTOGRAPHS

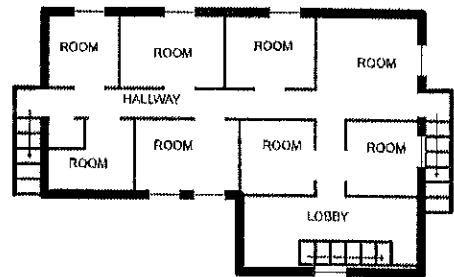


GROUND FLOOR PLAN

WOODSHOP (#7)

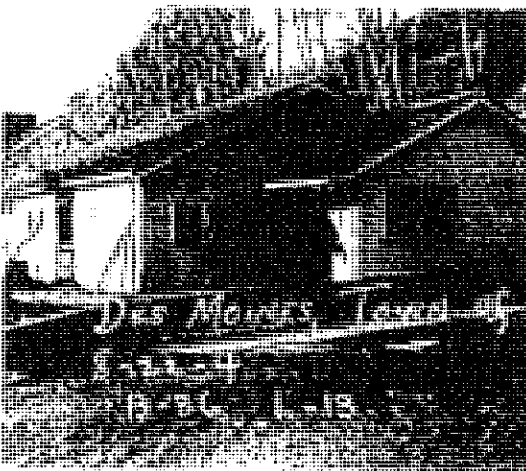


FIRST FLOOR PLAN



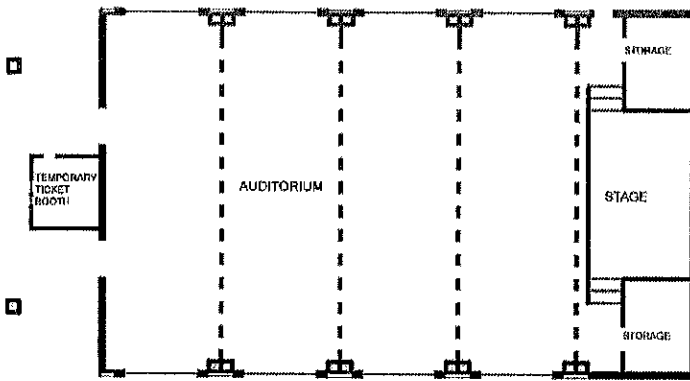
SECOND FLOOR PLAN

SUN HOME LODGE (#5)



1948 photograph of the Woodshop. Source: Puget Sound Regional Archives.

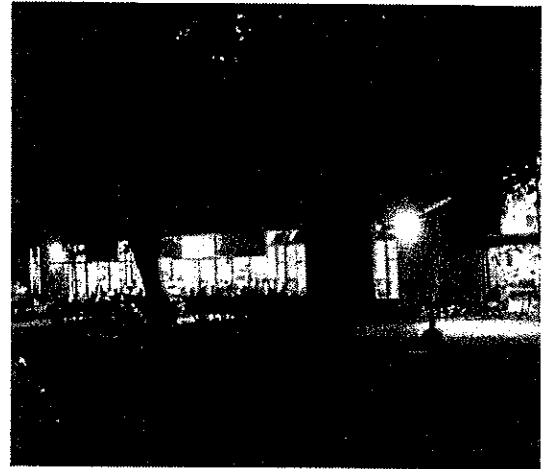
NATIONAL REGISTER NOMINATION
 COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198
 HISTORIC PHOTOGRAPHS



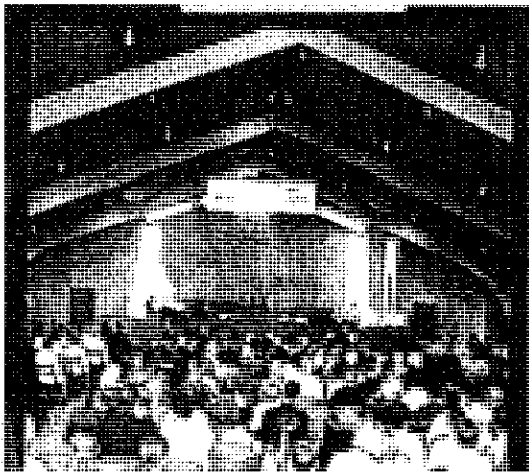
GROUND FLOOR PLAN
 AUDITORIUM (#4)



1958 photograph of the Auditorium's front facade. Source: Puget Sound Regional Archives.



Undated photograph of a night view of the Auditorium showing the side doors open. Source: Steve Gilchrist.



Undated photograph of the Auditorium interior. Source: Digital copy provided by Carmen Scott.

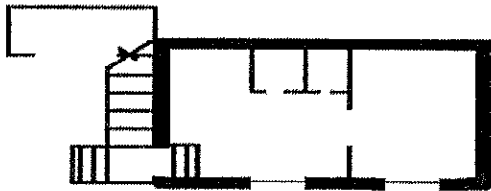


ca. 1956 photograph of the Auditorium during construction. Source: Steve Gilchrist.

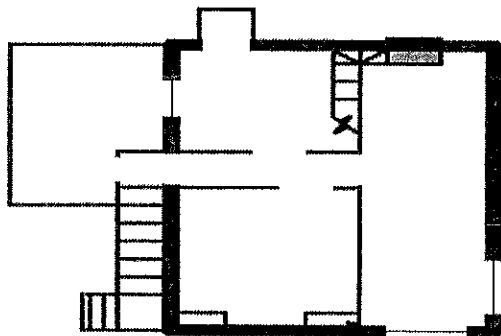
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COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198

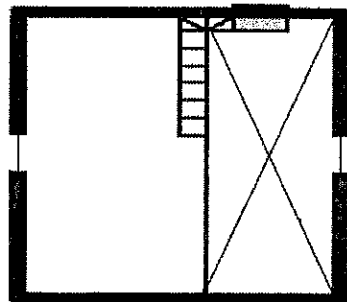
HISTORIC PHOTOGRAPHS



BASEMENT FLOOR PLAN



FIRST FLOOR PLAN



LOFT FLOOR PLAN

CARLSON HOUSE (#1)



1988 first floor living room area in the Carlson House. Source: Carmen Scott.

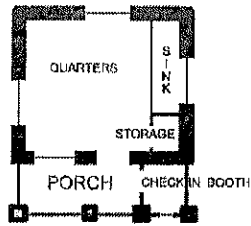


1988 photograph of the driftwood handrailing and upper sleeping loft in the Carlson House. Source: Carmen Scott.

NATIONAL REGISTER NOMINATION

COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198

HISTORIC PHOTOGRAPHS

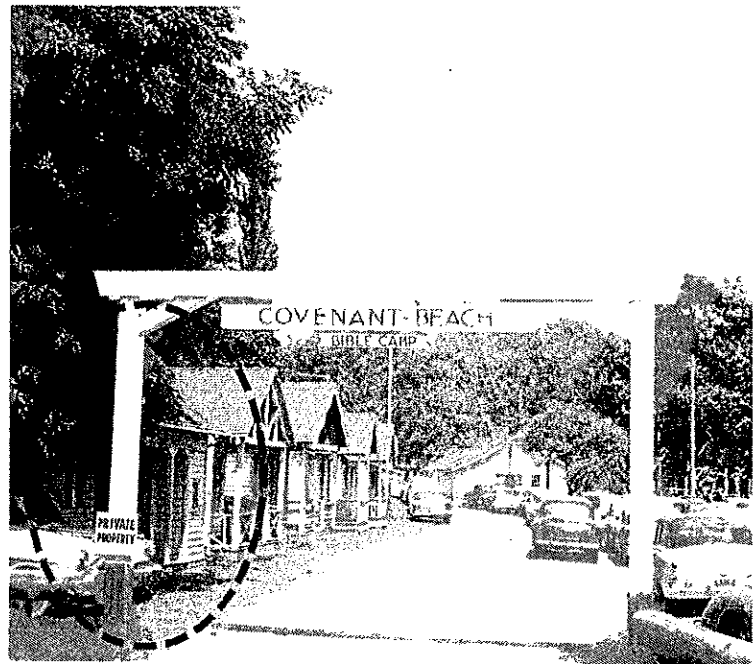


GROUND FLOOR PLAN



NORTH

ROADSIDE CABIN (#10)

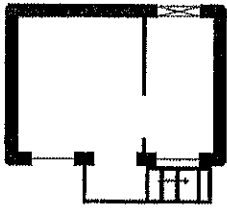


Undated historic photograph showing the main entrance to the camp. The Roadside Cabin is the first in the line of cabins along the left side of the photograph. Source: Digital version provided by Carmen Scott.



Undated photograph of a rare snow storm at the camp. The Roadside Cabin is the first in the line of cabins at the left. Source: Digital version provided by Carmen Scott.

NATIONAL REGISTER NOMINATION
 COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198
 HISTORIC PHOTOGRAPHS

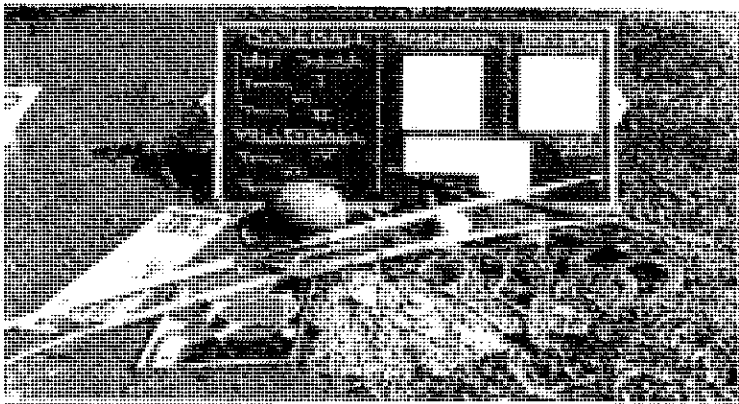


GROUND FLOOR



NORTH

SPORTS CABIN (#9)



Architectural drawings: photographs of original sports equipment stored in the Sports Cabin. Source: original material provided by Carmen Scott.



ca. 1932 photograph of Covenant Beach Bible Camp. Source: Digital version provided by Carmen Scott.

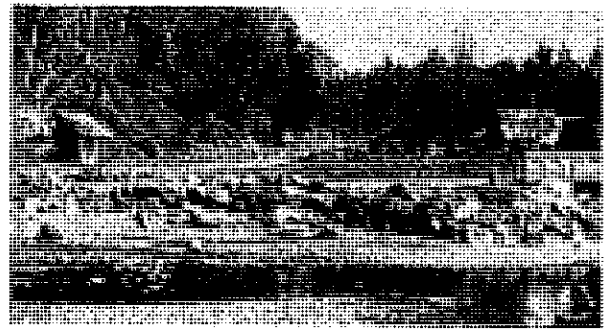
NATIONAL REGISTER NOMINATION
 COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198
 HISTORIC PHOTOGRAPHS



1988 photograph of a contemporary rustic bridge spanning the Des Moines Creek. Source: Carmen Scott.



1988 photograph of a contemporary rustic bridge spanning the Des Moines Creek. Source: Carmen Scott.

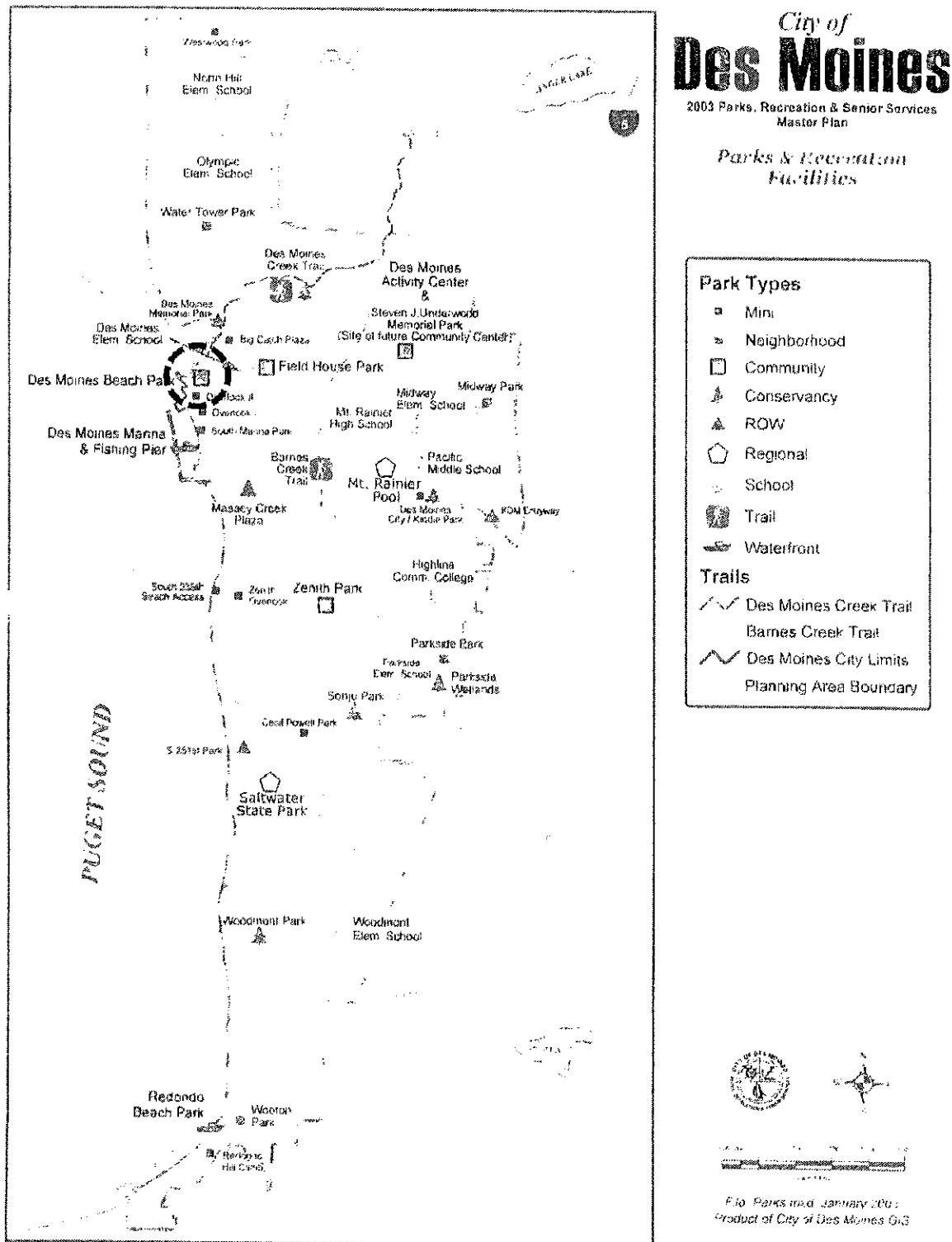


Contemporary photograph of the site, looking northeast from the beach. Source: Carmen Scott.

NATIONAL REGISTER NOMINATION

COVENANT BEACH BIBLE CAMP, CLIFF AVENUE & 220TH STREET, DES MOINES, WA 98198

MAPS



OVERALL COMMUNITY MAP SHOWING THE RELATIONSHIP OF THE DISTRICT TO THE SURROUNDING ENVIRONMENT. CIRCULAR, DASHED LINE MARKS DISTRICT LOCATION.

STATE OF WASHINGTON
WASHINGTON STATE HISTORICAL SOCIETY

CAPITAL CONTRACT # CPF 09-15

GRANTEE: City of Des Moines

A. PARTIES TO THE CONTRACT

This state funded contract for Heritage Capital Projects (Contract) is entered between the City of Des Moines, 1000 S. 220th Street, Des Moines, WA 98198 (GRANTEE) and the Washington State Historical Society 211 West 21st Ave, Olympia WA 98501 (AGENCY) and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF CONTRACT

This Contract sets out the terms and conditions by which a grant is made for a Heritage Capital Project during the 2007 - 2009 biennium from funds appropriated by the Washington State Legislature in ESHB 1092, which was incorporated into the Capital Budget signed into law by the governor on May 18, 2007. RCW 27.34.330 provides statutory authorization for the funding program. The funding is administered under WAC 225-02 by the heritage resource center, which is an outreach program of the Washington State Historical Society.

C. DESCRIPTION OF HERITAGE CAPITAL PROJECT

Funds awarded under this Contract shall be used by the GRANTEE solely for Covenant Beach Historic District Rehabilitation Project at Des Moines Beach Park as described in ATTACHMENT C: SCOPE OF WORK.

D. AMOUNT OF GRANT

The total funds awarded to the GRANTEE hereunder shall be a sum up to, but not to exceed nine hundred eighty thousand dollars (\$980,000.00). The AGENCY has retained two percent (2.0%) of the Appropriation as reimbursement for costs directly associated with managing the completion of this contract.

E. COST SHARE

- a) GRANTEE agrees that the amount of state funding shall not exceed one-third (1/3) of the total project costs. The remaining two-thirds (2/3) of total project costs shall be the GRANTEE's cost share. GRANTEE may agree to a cost share greater than two-thirds of total project costs.
- b) At least one-half of GRANTEE's cost share of total project costs shall be cash match. The other half may be cash match and in-kind contributions.
- c) By signing this agreement, GRANTEE warrants that, at the time of this contract's effective date, ATTACHMENT A (Statement of Cost Share) accurately represents the cash match and in-kind contributions either pledged to or held by the GRANTEE or expended on this project.

- d) Project expenditures incurred prior to the date the Capital Budget is signed into law by the governor shall not be reimbursed. Project expenditures incurred after the Capital Budget is signed into law and prior to the effective date of this contract shall be reimbursed only if they are consistent with the terms and conditions of this contract; and the GRANTEE observes the billing procedures described in the General Provisions.

F. CONTRACT PERIOD

- a) The effective date of this contract shall be the date of the last signature of the contracting parties.
- b) The termination date shall be thirteen (13) years following GRANTEE occupancy of the completed facilities.

G. CAPITAL IMPROVEMENTS TO BE HELD BY GRANTEE

- a) Capital improvements funded by this grant of state money are to be used for the express purpose of this grant. As required by R.C.W. 27.34.330, capital improvements funded by this grant are to be held by the GRANTEE for at least thirteen (13) years and the facilities must be used for the express purpose of the grant and if mobile, used primarily in Washington State.
- b) This provision shall not be construed to prohibit the GRANTEE from selling any property described in this section, provided, that any such sale shall be subject to prior review and approval by the AGENCY, and that all proceeds from such sale shall be applied to the purchase price of a different facility of equal or greater value than the original facility and that any such new facility shall be used for the purposes stated elsewhere in this contract. Provided, however, that no funds appropriated for the Heritage Capital Projects fund shall be used for capital improvements not designated in a grant authorization from the AGENCY.
- c) If the GRANTEE is found to be out of compliance with this provision, the GRANTEE shall repay funds to the state general fund the principal amount of the grant plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant.

H. REAPPROPRIATION

- a) The parties hereto agree and understand that any state funds not expended by end of the biennium, June 30, 2009, will lapse on that date unless reappropriated by the Washington State Legislature. If funds are so reappropriated, the AGENCY'S obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- b) The AGENCY reserves the right to assign a share of any such reappropriation as reimbursement for costs directly associated with managing the completion of this contract.

I. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Contract are subject to this Contract and its attachments including the following, which by this reference, are made a part of this Contract:

GENERAL PROVISIONS
ATTACHMENT A (Statement of Cost Share)

ATTACHMENT B (Project Budget)
 ATTACHMENT C (Scope of Work)
 ATTACHMENT E (State Voucher A-19)
 ATTACHMENT F (Heritage Capital Project Fund Status Report/
 Financial Status and Certification of Match)
 ATTACHMENT G (Secretary of the Interior's Standards for Rehabilitation)
 ATTACHMENT H (Grantee's Application)

J. ENTIRE CONTRACT

This Contract including the General Provisions and all attachments contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract and attachments shall be deemed to exist or to bind any of the parties.

K. MODIFICATIONS TO GENERAL PROVISIONS

none

L. CONTRACT REPRESENTATIVES

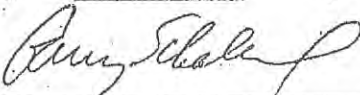
The GRANTEE'S representative shall be the contact person for all communications and billings regarding the performance of this Contract. The GRANTEE's representative shall be:

Patrice Thorell, Parks, Recreation & Senior Services Director, City of Des Moines, 1000 S. 220th Street, Des Moines, WA 98198. 206-870-6527 and pthorell@desmoineswa.gov.

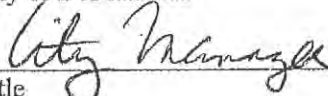
The AGENCY's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The AGENCY's representative shall be:

Garry Schalliol, Outreach Services Director, Washington State Historical Society, 1911 Pacific Avenue, Tacoma, WA 98402. 253-798-5879 and garrys@wshs.wa.gov.

M. SIGNATURES


 Garry Schalliol, Director
 Outreach Services Division
 Washington State Historical Society


 Authorizing Official
 City of Des Moines


 Title

Federal Tax ID # 91-6016496

Date: 8/14/08

Date: 8/29/08
P. Bazzani as to form

PRE-APPROVED AS TO FORM BY THE STATE ASSISTANT ATTORNEY GENERAL,
 SEPTEMBER 14, 2007.

GENERAL PROVISIONS

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1. HEADINGS

Headings used in this Contract are for reference purposes only and shall not be considered a substantive part of this Contract.

2. DEFINITIONS

AGENCY- the Washington State Historical Society.

Cash Match-- Money from the GRANTEE or sources other than the state. With AGENCY approval, the GRANTEE may substitute for cash on hand: (1) an irrevocable letter of credit, (2) evidence of a binding loan commitment from a financial institution, (3) written pledges or grant commitments from bona fide corporations or foundations and (4) commitments from cities or counties agencies evidenced by actual appropriation in city or county budget.

Cost Share— The two-thirds or more of total project costs incurred by the GRANTEE and not paid for from state funds. Includes cash match and in-kind contributions (if any).

GRANTEE – The applicant who has been awarded a grant of funds and is bound by this executed Contract; includes its officers, employees, and agents.

Heritage capital project – The project for which the GRANTEE has been awarded a grant of funds and meeting the requirements of RCW 27.34.330 and WAC 255-02.

In-Kind Contributions – Grantee documented contributions to a project that are part of the cost share but not part of the cash match.

Real Property Value -- Fair market value of real property, when such property is acquired solely for the purpose of the project, as established and evidenced by a current fair market appraisal performed by a qualified, professional real estate appraiser; a current property tax statement; or evidence of the purchase price paid by the GRANTEE. With AGENCY approval, GRANTEE may use real property value as a cash match contribution if the real property was acquired solely for the purpose of this project.

Total Project Costs – the amount including the grant amount and the amount the Grantee provides as cost-share.

3. ORDER OF PRECEDENCE

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and Washington State statutes and regulations including applicable state executive orders.

2. Terms and conditions of this Contract
3. Modifications to the General Provisions
4. General Provisions
5. All attachments or material incorporated by reference.

4. CONTRACT MODIFICATIONS

This Contract may be modified by mutual agreement of the parties. Such modification shall not be binding unless in writing and signed by both parties prior to implementation of the modification. Any oral understanding or agreement not incorporated herein shall not be binding. Budget modification of not more than ten (10) percent of any line item and as described herein is excepted from this clause.

5. NO WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by authorized representatives of the AGENCY and GRANTEE.

6. NONASSIGNABILITY

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the GRANTEE.

7. INDEPENDENT CAPACITY OF GRANTEE

The parties intend that an independent relationship will be created by this Contract. The GRANTEE and its employees or agents performing under this contract are not employees or agents of the AGENCY. The GRANTEE and its employees or agents will not hold themselves out as nor claim to be officers or employees of the AGENCY or of the State of Washington by reason of this contract and will not make any claim, demand, or application to or for any right or privilege which would accrue to such employee under law. Conduct and control of the work will be solely with the GRANTEE.

8. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The AGENCY makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract. This provision does not extend to claims that the AGENCY may bring against the GRANTEE in recapturing funds expended in violation of this contract.

9. HOLD HARMLESS

To the extent permitted by law, the GRANTEE shall defend, protect and hold harmless the State of Washington and the AGENCY, its employees, agents, officers, and assigns from and against all claims, suits, or actions arising from the GRANTEE's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark, or tradename through use or reproduction of material of any kind. GRANTEE shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Grantee.

10. ACKNOWLEDGEMENT

The GRANTEE shall announce in its publicity materials, on a posted sign, and on a permanent marker that the State of Washington is a source and the Washington State Historical Society the administrator of these funds unless such requirement is modified or waived in writing by the AGENCY.

11. CONFLICT OF INTEREST

The AGENCY may, by written notice to the GRANTEE, terminate this Contract if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Contract.

12. PUBLIC DISCLOSURE/CONFIDENTIALITY

- a) GRANTEE acknowledges that the AGENCY is subject to Chapter 42.17 RCW, the Public Disclosure Act and that this Contract shall be a public record as defined in RCW 42.17.250 through 42.17.340. Any specific information that is claimed by the GRANTEE to be confidential or proprietary must be clearly identified as such by the GRANTEE. To the extent consistent with Chapter 42.17 RCW, the Agency shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the GRANTEE's information, the Agency will notify the GRANTEE of the request and the date that such records will be released to the requester unless GRANTEE obtains a court order enjoining that disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, the AGENCY will release the request information on the date specified.
- b) The GRANTEE shall not use or disclose any information concerning the AGENCY, or information which may be classified as confidential for any purpose not directly connect with the administration of this CONTRACT except (1) with prior written consent of the AGENCY, or (2) as may be required by law.

13. COMPLIANCE WITH APPLICABLE LAW

- a) This GRANTEE will comply with, and AGENCY is not responsible for determining compliance with, all applicable and current federal, state, and local laws, regulations, and policies.
- b) In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law or policy, the Contract may be rescinded, cancelled, or terminated in whole or in part, and the GRANTEE may be declared ineligible for further grant awards from the AGENCY.
- c) The GRANTEE further agrees to indemnify and hold harmless the AGENCY from all liability, damages and costs of any nature including but not limited to costs of suits and attorneys' fees assessed against Agency, as a result of the failure of the GRANTEE to so comply.

14. RECORDS AND REPORTS

The GRANTEE shall maintain books, records, documents and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The GRANTEE will retain all books, records, documents, and other materials relevant to this contract for six years after termination or expiration of the contract, and make them available for inspection by persons authorized under this provision. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

15. RIGHT OF ENTRY

The GRANTEE shall provide right of access of its facilities to the AGENCY, or to any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

16. EVALUATION AND MONITORING

- a) The GRANTEE shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the AGENCY that are pertinent to the intent of this contract, including periodic site inspections.

b) The GRANTEE shall provide the AGENCY with photographs which depict the progress made on the project. Such photographs shall be submitted to the AGENCY at the inception of the project, at the project mid-point, and upon project completion.

17. HAZARDOUS SUBSTANCES

a) Definition. "Hazardous substance, as defined in RCW 70.105D.020, means:

- 1) Any dangerous or extremely hazardous waste as defined in RCW 70.105.010(5) and (6), or any dangerous or extremely dangerous waste designated by rule pursuant to RCW 70.105;
- 2) Any hazardous substance as defined in RCW 70.105.010(14) or any hazardous substance as defined by rule pursuant to RCW 70.105;
- 3) Any substance that, on March 1, 1989, is a hazardous substance under section 101(14) of the federal cleanup law, 42 U.S.C. Sec. 9601(14);
- 4) Petroleum or petroleum products; and
- 5) Any substance or category of substances, including solid waste decomposition products, determined by the director or director's designee of the Department of Ecology by rule to present a threat to human health or the environment if released in the environment.
- 6) The term hazardous substance does not include any of the following when contained in an underground storage tank form which there is not a release: Crude oil or any fraction thereof or petroleum, if the tank is in compliance with all applicable federal, state, and local law.

b) The GRANTEE will defend, protect and hold harmless the AGENCY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property covered by the project.

18. GOVERNOR'S EXECUTIVE ORDER 05-05

The GRANTEE shall comply with Governor's Executive Order 05-05. In the event that historical or cultural artifacts are discovered at the project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

19. PREVAILING WAGE LAW

The project funded under this contract may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. The AGENCY is not responsible for determining whether prevailing wage applies to this project or for any prevailing wage payments that

may be required by law.

20. NONDISCRIMINATION PROVISION

- a) During the performance of this contract, the GRANTEE shall abide by all applicable federal and state nondiscrimination laws and regulations, including, but not limited to Chapter 49.60 RCW (Washington's Law Against Discrimination) and 42 U.S.C. 12101 et. seq. (the Americans With Disabilities Act [ADA]).
- b) In the event of the GRANTEE'S noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the GRANTEE may be declared ineligible for further contracts with the DEPARTMENT. The GRANTEE shall, however, be given a reasonable time in which to remedy any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth in Section 23 of this contract.

21. REIMBURSEMENT

- a) Payments to the GRANTEE shall be made on a reimbursement basis only. Reimbursement shall be for either (1) costs incurred and paid or (2) costs incurred and payable within a minimum of thirty (30) days. No advance payments shall be made to the GRANTEE.
- b) Each request for reimbursement shall be on attached state voucher form and include a completed Project Status Report. The voucher must be certified by an official of the GRANTEE with authority to bind the GRANTEE.
- c) After receiving and approving the voucher and accompanying forms, the AGENCY shall promptly remit a warrant to the GRANTEE. The obligation of the AGENCY to pay any amount(s) under this Contract is expressly conditioned upon strict compliance with the terms of this Contract by the GRANTEE.
- d) The expenditure of state funds shall not exceed the intended state share of total project costs at any time and shall be consistent with the section 6022 of the ESHB 1092.
- e) The final request for reimbursement under this contract shall be submitted by the GRANTEE to the AGENCY with fifteen (15) days following the completion of work or other termination of this contract and be accompanied by a final narrative report.

22. BUDGET MODIFICATIONS

Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications not to exceed ten (10) percent of each line item in the Project Budget (Attachment B, hereto). The GRANTEE shall notify the AGENCY in writing prior to making any budget modification or combination of budget modifications that would exceed ten (10) percent of any budget line item. Budget modifications exceeding ten (10) percent of any line item constitutes a Contract Modification and must be approved by both parties in writing prior to implementation of the modification.

23. RECAPTURE OF FUNDS

In the event that the GRANTEE fails to expend state funds in accordance with state law and/or the provisions of this contract, the AGENCY reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the GRANTEE of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the AGENCY is required to institute proceedings to enforce this recapture provision, the AGENCY shall be entitled to its cost thereof, including reasonable attorneys' fees.

24. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, may terminate the Contract under the Termination for Convenience clause without advance notice, subject to renegotiation at the AGENCY's discretion, under those new funding limitations and conditions.

25. DISPUTE RESOLUTION

- a) The parties shall make every effort to resolve disputes arising out of or relating to this contract through negotiation.
- b) Except as otherwise provide in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing according to the process set out in this section. Either party's request for dispute hearing must be in writing and clearly state:
 1. The disputed issue(s);
 2. The relative positions of the parties;
 3. The GRANTEE's name, address and project title.
- c) In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three

persons consisting of one person selected by the GRANTEE, one person selected by the AGENCY, and a third person chosen by the two persons initially appointed.

- d) Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The disputes panel shall be governed by the provisions of this Contract in deciding the disputes.
- e) The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.
- f) Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party that it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.
- g) All cost associated with implementation of this process shall be shared equally by the parties.

26. TERMINATION OR SUSPENSION FOR CAUSE

- a) In the event the Agency determines the GRANTEE has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate the Contract. Before suspending or terminating the Contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 days of receiving notice, the Contract may be terminated or suspended.
- b) In the event of termination or suspension for cause, the AGENCY may require the GRANTEE to repay any portion of the state funds paid to the GRANTEE prior to termination.
- c) The AGENCY may enforce this Contract by the remedy of specific performance, which usually will mean completion of the project as described in this Contract. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the AGENCY. No remedy available to the AGENCY shall be deemed exclusive. The AGENCY may elect to exercise any, any combination, or all of the remedies available to it under this Contract, or under any provision of law, common law, or equity.

27. TERMINATION FOR CONVENIENCE

- a) Notwithstanding any provisions of this contract, either party may terminate this contract by providing the other party with written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- b) In the event this contract is terminated, the GRANTEE shall be reimbursed for eligible expenses incurred prior to the effective date of such termination and not otherwise paid for by the AGENCY, as the AGENCY reasonably determines.

28. GOVERNING LAW AND VENUE

This contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this contract shall be the Superior Court of Thurston County, Washington. The GRANTEE, by execution of this Contract acknowledges the jurisdiction of the courts of the State of Washington.

29. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

**CPF 09-15
ATTACHMENT A
STATEMENT OF COST SHARE**

	Cash	In-kind
City of Des Moines	\$1,246,296*	
4 Culture Grant	12,875*	
City of Des Moines	\$ 877,811**	
 Total Non-state Funds	 \$2,136,982	

* In hand funds

** Municipal Capital Improvement Funds earmarked for 2009

CERTIFICATION

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above have been reviewed and approved by the GRANTEE's governing body and has either been expended for eligible project expenses, as outlined in the grant application, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this project as described elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the project, and shall make such records available for the AGENCY'S review upon reasonable request.

Paula A. Henderson
GRANTEE

FINANCE DIRECTOR
TITLE

8-27-08
DATE

ORIGINAL
WITH CONTRACTCPF 09-15
ATTACHMENT B
PROJECT BUDGET

	HCPF Funds	Cash Match	In-kind
Project Management		127,000	
Design/Engineering	\$150,000	265,000	
Archeological Survey		15,000	
Creek Hydrology/Design/Permit		31,005	
FEMA Reports		15,000	
Construction	\$830,000	1,461,367	
Utility Improvements		90,000	
Sales Tax		132,610	
Total	\$980,000	\$2,136,982	

CERTIFICATION

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE'S governing body as of the date and year written below, and that the total cost share required for the project shall be in hand by July 1, 2008.

Paula A. Anderson

GRANTEE

FINANCE DIRECTOR

TITLE

8.27-08

DATE

**CPF 09-15
ATTACHMENT C
SCOPE OF WORK**

Overview

Built in 1934, The Dining Hall structure is one of seven historic contributing buildings located in the Covenant Beach Historic District at Des Moines Beach Park, which is listed on the County, State, and National Registers. The Des Moines Creek floods of 2007 and 2008 caused severe damage to the Dining Hall resulting in the need to do an emergency lift of the building which was completed in June 2008. Due to on-going building stability and safety concerns, the foundation design and necessary environmental permitting work was rapidly completed and a new foundation will be constructed by September 30th, 2008. The project architect is currently working on the programming, design, construction documents and cost estimating for the Dining Hall Building Rehabilitation Project which is expected to be completed by June, 2009.

Design/Engineering

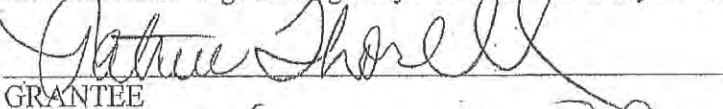
Scope of work includes 1) site visits; 2) provision of CAD Plans, elevations, and sections of existing conditions; 3) programming; 4) concept sketches and cost estimates for the building; 5) design and construction documents and specifications suitable for permitting and bidding; 6) project phasing options.

Construction

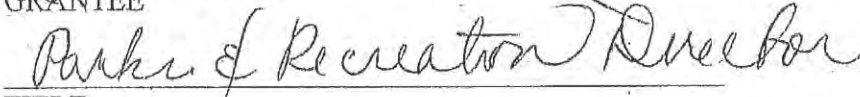
1) Lift the building in place, stabilize, and reconstruct the building foundation; 2) Repair framing and exterior decks and stairs; 3) Replace interior flooring and refurbish windows and doors; 4) Add sheathing and repair framing; 5) Install new shingle roofing, gutters and downspouts; 6) Remove below building plumbing and reroute in building; 7) Rehab the building attic; 8) Repair and paint exterior siding and trim; 9) Complete minimal interior mechanical improvements; 10) Install a fire suppression system; add exterior lighting; ADA modifications for restrooms and accessibility 11) Erosion control during construction; 12) Restoration of shrubbery and plant materials surrounding the building.

CERTIFICATION

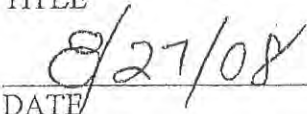
The GRANTEE, by its signature, certifies that the declaration set forth above has been review and approved by the GRANTEE'S governing body as of the date and year written below.



GRANTEE



TITLE



DATE

**STATE OF WASHINGTON
WASHINGTON STATE HISTORICAL SOCIETY**

AMENDMENT No. 1 TO CAPITAL CONTRACT CPF 09-15

WHEREAS, the WASHINGTON STATE HISTORICAL SOCIETY, 1911 Pacific Avenue, Tacoma, WA 98402 (AGENCY) and the City of Des Moines, 1000 South 220th Street, Des Moines, WA 98198 (GRANTEE), desire to amend CAPITAL CONTRACT CPF 09-15 (CONTRACT) to provide for an adjustment of line items in the Cost Share and Project Budget and modifications of the Scope of Work to include Auditorium work.

The CONTRACT is hereby amended per Attachments A-C which are deleted and replaced in their entirety as attached.

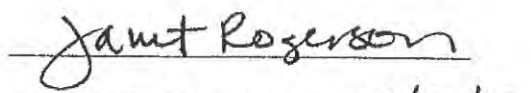
The effective date of this Amendment is the last date of execution. All other terms and conditions of this CONTRACT remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Amendment.

CITY OF DES MOINES

WASHINGTON STATE
HISTORICAL SOCIETY


Director 6/18/13
Title Date


HCPF Manager 6/21/13
Title Date

PRE-APPROVED AS TO FORM BY THE STATE ASSISTANT ATTORNEY GENERAL, JUNE 13, 2011.

CPF 09-15 AMENDMENT No. 1

ATTACHMENT A
STATEMENT OF COST SHARE

	Cash	In-kind
City of Des Moines	\$2,482,325	
4 Culture Grant	12,875	
CDBG Funds	50,000	
Total Non-state Funds	\$2,545,200*	

CERTIFICATION

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above have been reviewed and approved by the GRANTEE's governing body and has either been expended for eligible project expenses, as outlined in the grant application, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this project as described elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the project, and shall make such records available for the AGENCY'S review upon reasonable request.



GRANTEE

City of Des Moines
Parks, Recreation and Senior Services Director

TITLE

6-18-13

DATE

* Cash in a bank account designated for this HCPF project

Attachment A is intended to capture the current Cost Share information on your project. You need to have three quarters of your required Cost Share, and one half of that needs to be cash by the time of contract signature or January 1, 2008, whichever comes earlier. In-kind contributions included in Attachment A should consist only of those already in the project (such as volunteer time) or on hand (such as donated building materials). If you wish to include loans, pledges, or governmental appropriations as described in the "General Provisions" section 2, you will need to discuss with the Garry Schalliol, HCPF administrator.

CPF 09-15 AMENDMENT No. 1

ATTACHMENT B
PROJECT BUDGET

	HCPF Funds	Cash Match
Project Management		127,000
Design/Engineering/Permitting	200,000	265,000
Archeological Survey		15,000
Creek Hydrology/Design/Permit		31,005
FEMA Reports		15,000
Construction	780,000	1,955,904
Sales Tax		136,291
Total	\$980,000	\$2,545,200

CERTIFICATION

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE'S governing body as of the date and year written below, and that the total cost share required for the project shall be in hand.

Patricia Sporell
 GRANTEE
City of Des Moines
Parks, Recreation and Senior Services Director
 TITLE
6-18-13
 DATE

* Must be acquired for the purpose of this grant

GRANTEES are strongly encouraged to have the budget in this attachment utilize major capital project budget categories, as is done above. The contract allows up to 10% deviation from the figures in the Attachment B budget. Deviations in excess of 10% require a contract amendment approved and signed by the AGENCY. Note that the budget includes another state grant and related match, which will not be figured into the cost share requirements.

CPF 09-15 AMENDMENT No. 1

ATTACHMENT C SCOPE OF WORK

Overview:

The overall historic buildings rehabilitation project includes the rehabilitation of the Dining Hall built in 1934 and the Auditorium built in 1957, two of seven contributing buildings located in the Covenant Beach Historic District at Des Moines Beach Park, which is listed on the County, State, and National Registers.

Due to the unforeseen consequences of the floods of 2007-2008, the City requested adding additional construction elements and removing some of the original project elements to remediate the potential for flood damage to the historic buildings.

Original CPF 09-15 Scope of Work:

Design/Engineering

Scope of work includes: 1) site visits; 2) provision of CAD Plans, elevations, and sections of existing conditions; 3) programming; 4) concept sketches and cost estimates for the building; 5) design and construction documents and specifications suitable for permitting and bidding; 6) project phasing options.

Construction

Scope of work includes: 1) Lift the building in place, stabilize, and reconstruct the building foundation; 2) Repair framing and exterior decks and stairs; 3) Replace interior flooring and refurbish windows and doors; 4) Add sheathing and repair framing; 5) Install new shingle roofing, gutters and downspouts; 6) Remove below building plumbing and reroute in building; 7) Rehab the building attic; 8) Repair and paint exterior siding and trim; 9) Complete minimal interior mechanical improvements; 10) Install a fire suppression system; add exterior lighting; ADA modifications for restrooms and accessibility 11) Erosion control during construction; 12) Restoration of shrubbery and plant materials surrounding the building.

Explanation for Contract Amendments:

The following amendments are offered because of additional Federal permitting requirements for work to be completed in the Des Moines Beach Park Historic District, which is a FEMA flood plain, to remediate flooding and damage to the historic buildings. The Auditorium project was agreed to be added to the scope of work by the State and City of Des Moines due to the emergent flooding issues impacting the Auditorium.

CPF 09-15 AMENDMENT No. 1 Scope of Work:

Amended Design/Engineering

Changes to Design/Engineering scope of work include: 1) archeological and environmental survey work, 2) design, engineering construction documents and specifications suitable for Corp of Engineers permitting process and 3) Project Construction Observation and Administration.

New Creek Hydrology, Design and Permits Scope of Work

New Scope of Work includes 1) site visits; 2) survey work, provision of CAD Plans, elevations, and sections of existing conditions; 3) cost estimates for lower Des Moines Creek modifications adjacent to the Auditorium and

under the Dining Hall to reduce building damage due to flooding; 4) archeological and environmental survey work and design, engineering construction documents and specifications suitable for Corp of Engineers permitting process and construction permitting and bidding; 5) Project Construction Observation and Administration.

Amended Construction Scope of Work

Changes to the Dining Hall scope of work are required by Federal Law. Due to funding limitations, the need to protect the building from future flooding is the top priority; and, to receive FEMA and Department of Fisheries permit approvals for building rehabilitation, the following scope elements were added: 1) construction of a steel building foundation, spanning the creek, to be placed on new concrete piles outside of the creek high water mark; 2) exterior decks and stairs to be placed on new pin piles outside of the creek high water mark with ADA modifications for accessibility to a building that was lifted three feet.

The following original scope of work elements will not be completed due to funds that were expended on the above Corps of Engineers permit requirements. However, this scope of work is included in the 2013-2015 Biennium State Heritage Capital Grant request, and will be undertaken if funded during the upcoming legislative session: 1) Replace interior flooring and refurbish windows and doors; 2) Reroute plumbing and utilities in the building; 3) Repair and paint exterior and interior siding and trim; 4) Complete minimal interior mechanical improvements; 5) Install a fire suppression system as required by the International Building code and State Law, 6) Install a grease trap as required by the International Building Code and State Law; add exterior lighting; and make ADA modifications for restrooms and accessibility as required by the International Building Code and State Law. The rehabilitation of the building attic will be removed from the scope of work unless funds are available.

New Auditorium Construction Scope of Work

Scope of work includes 1) Rehabilitate the existing 6,000 square foot facility to include structural, mechanical, electrical, and plumbing upgrades; 2) Interior work includes interior finishes, doors and windows, the addition of toilet facilities, and fire suppression system; 3) Exterior work includes utility, drainage and site work, exterior paving, landscaping, and the construction of a flood wall berm along a portion of the lower Des Moines Creek and an emergency back flow protection system.

CERTIFICATION

The GRANTEE, by its signature, certifies that the declaration set forth above has been review and approved by the GRANTEE'S governing body as of the date and year written below.



GRANTEE

City of Des Moines

Parks, Recreation and Senior Services Director

TITLE

6-18-13

DATE



STATE OF WASHINGTON
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT
128 - 10th Avenue SW • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

March 11, 2009

Ms. Patrice Thorell
Parks, Recreation Director
City of Des Moines
1000 South 220th Street
Des Moines, WA 98198

Dear Ms. Thorell:

Enclosed is a fully executed original of Contract Number 06-96100-418 between the Department of Commerce (Commerce) and the City of Des Moines. The purpose of the contract is to provide the grantee with funds appropriated under the Local/Community Projects Program, solely and specifically for the Des Moines Beach Park Historical Buildings. Please keep this original document with other local records related to your project.

We have enclosed an A19 voucher, a Status Report, and instructions on how to submit your reimbursement and will email the electronic version (if needed) for your completion once funds are ready to be expended.

Please send reimbursement requests to my attention at: Commerce/CAU
P. O. Box 42525
Olympia, WA 98504-2525

I will be your project manager and if you have any questions please contact me at (360) 725-2741 or jennifer.lansidel@commerce.wa.gov and I'll be happy to assist you.

Sincerely,

Jennifer Lansidel
Project Manager
Contracts Administration Unit

Enclosures



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Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;
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170
**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce or its successor agency.
- C. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee" shall mean one not an employee of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subgrantees" means subgrantee(s) in any tier.

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

3. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. APPROVAL

This Grant shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The Grant may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

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- C. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

16. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the Grantee displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

17. HISTORICAL AND CULTURAL ARTIFACTS

In the event that historical or cultural artifacts are discovered at the Project site during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

18. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2011, will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

19. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture all funds disbursed under the Grant, in addition to any other remedies available at law or in equity. This provision supersedes the Recapture provision in Section 27 of the General Terms and Conditions.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the Grantee commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the Grantee under the Grant.

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THIS CONTRACT, entered into by and between City of Des Moines (a unit of local government hereinafter referred to as the Grantee), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, the COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, the COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2005, Chapter 488, Section 131, Laws of 2007, Chapter 520, Section 1015, and in Laws of 2009, Chapter 497, Section 1005 made an appropriation to support the Local/Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the Grantee is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$295,500.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS

A. The release of state funds under this contract is contingent upon the Grantee certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

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- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B. The Grantee shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The Grantee is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects that involve the expenditure of \$250,000 or more in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only or projects that consist of renovations to facilities leased by the Grantee are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the Grantee for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the Grantee under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the Grantee, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The Grantee shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY

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COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Grantor as beneficiary.

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- a. Grantee purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser.
- b. Grantee purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The Grantee may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Grantee for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the Grantee shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period. The Grantee shall evidence the costs claimed on the Invoice Voucher by including:

- A copy of each invoice claimed; and
- A copy of the cancelled check or electronic funds transfer (as applicable) confirming payment of each expenditure for the amount of each invoice claimed.

The voucher must be certified (signed) by an official of the Grantee with authority to bind the Grantee. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 16, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the Grantee.

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C. Documentation Requirements

The Grantee must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Grantee's fiscal year(s) to:

Department of Commerce
ATTN: Audit Review and Resolution Office
906 Columbia Street SW, Fifth Floor
PO Box 48300
Olympia WA 98504-8300

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever the Grantor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFORMANCE

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

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8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

9. AUDIT

A. General Requirements

Grantees are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subgrantees also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantees.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

As applicable, Grantee's required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

Grantees expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- Grantor agency name
- State program name
- BARS account number
- Grantor
- COMMERCE Grant number
- Grant award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee.

The Grantee shall include the above audit requirements in any subgrants.

In any case, the Grantee's financial records must be available for review by COMMERCE.

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12. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract. This provision does not extend to claims that COMMERCE may bring against the Grantee in recapturing funds expended in violation of this contract.

13. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The Grantee understands and agrees that any and all real property or facilities owned by the Grantee that are acquired, constructed, or otherwise improved by the Grantee using state funds under this contract shall be held and used by the Grantee for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the Grantee from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the Grantee is found to be out of compliance with this section, the Grantee shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision).

14. CHANGE OF USE FOR LEASED PROPERTY

- A. The Grantee understands and agrees that any facility leased by the Grantee that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the Grantee for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the Grantee is found to be out of compliance with this section, the Grantee shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture Provision).

15. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications not to exceed fifteen percent (15%) of each line item in the Project Budget (Attachment B), hereof.
- B. The Grantee shall notify COMMERCE in writing when making any budget modification or modifications that would exceed fifteen percent (15%) of any budget line item. Any such request shall require the written approval of COMMERCE, and any such modifications shall be made in writing and signed by both parties, and attached to the Project Budget (Attachment B), hereof.

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- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee and the Grantee's fiscal agent as beneficiary.
- C. The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

Self-Insured Grantees Only. Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantees participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as an additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

10. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

11. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

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14. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this Grant does not duplicate any work to be charged against any other Grant, subgrant, or other source.

15. ETHICS/CONFLICTS OF INTEREST

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Grantee's performance or failure to perform the Grant. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by the Grantee's agents, employees, representatives, or any Subgrantee or its agents, employees, or representatives.

The Grantee's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subgrants shall include a comprehensive indemnification clause holding harmless the Grantee, COMMERCE, the state of Washington, its officers, employees and authorized agents.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

19. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

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12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Grantor. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

13. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with COMMERCE's Director, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

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26. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

27. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

28. RECORDS MAINTENANCE

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. Grantee shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

29. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

30. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

31. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

32. SEVERABILITY

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

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**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

20. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

21. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

22. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with the state. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

24. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used under this Grant for working for or against ballot measures or for or against the candidacy of any person for public office.

25. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

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**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

33. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

34. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

35. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

36. TERMINATION FOR CAUSE / SUSPENSION

In event COMMERCE determines that the Grantee failed to comply with any term or condition of this Grant, COMMERCE may terminate the Grant in whole or in part upon written notice to the Grantee. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, COMMERCE upon written notice may allow the Grantee a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Grantee in whole or in part, or may restrict the Grantee's right to perform duties under this Grant. Failure by the Grantee to take timely corrective action shall allow COMMERCE to terminate the Grant upon written notice to the Grantee.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Grantee did not fail to comply with the terms of the Grant or when COMMERCE determines the failure was not caused by the Grantee's actions or negligence.

If the Grant is terminated for cause, the Grantee shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Grant and the replacement Grant, as well as all costs associated with entering into the replacement Grant (i.e., competitive bidding, mailing, advertising, and staff time).

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GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

38. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by COMMERCE, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants for materials, services, or facilities related to the Grant;
- C. Assign to COMMERCE all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants. Any attempt by the Grantee to settle such claims must have the prior written approval of COMMERCE; and
- D. Preserve and transfer any materials, Grant deliverables and/or COMMERCE property in the Grantee's possession as directed by COMMERCE.

Upon termination of the Grant, COMMERCE shall pay the Grantee for any service provided by the Grantee under the Grant prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. COMMERCE shall pay any withheld amount to the Grantee if COMMERCE later determines that loss or liability will not occur.

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Grant or otherwise provided under law.

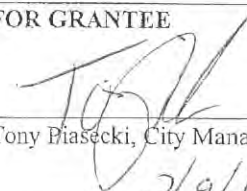
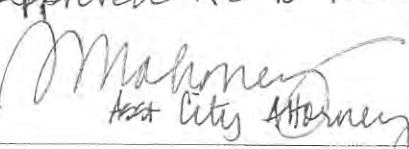
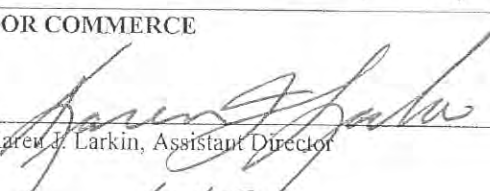
39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

FACE SHEET

Grant Number: 06-96100-418

Washington State Department of Commerce
Local Government Division
Community Development Programs
Capital Programs Unit

1. Grantee City of Des Moines 1000 South 220th Street Des Moines, Washington 98198		2. Grantee Doing Business As (optional)	
3. Grantee Representative Patrice Thorell Parks, Recreation Director 2068706529 (206) 870-6587 pthorell@desmoineswa.gov		4. COMMERCE Representative Daniel Aarthun Program Manager 360-725-3007 360-664-3123 Dan.Aarthun@commerce.wa.gov P.O. Box 42525 906 Columbia Street SW Olympia, WA 98504-2525	
5. Grant Amount \$295,500.00	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date Upon Final Signature	8. End Date 6/30/2013
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # 91-601-6496	11. SWV #	12. UBI #	13. DUNS # N/A
14. Grant Purpose Design and implementation of interior and exterior restoration and renovation of the Auditorium.			
COMMERCE, defined as the Department of Commerce or its successor agency, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Certification of Availability of Funds to Complete the Project, Attachment "D" – Certification of the Payment and Reporting of Prevailing Wages, Attachment "E" – Certification of Intent to Enter LEED process.			
FOR GRANTEE  Tony Piasecki, City Manager Date 2/9/10 Approved As to Form  City Attorney		FOR COMMERCE  Karen J. Larkin, Assistant Director Date 3/9/10 APPROVED AS TO FORM ONLY  Date 1/21/10	

Scope of Work

These funds will be used for design and implementation of interior and exterior restoration and renovation of the Auditorium located at 22030 Cliff Avenue in Des Moines. Improvements include addition of a fire suppression system, ADA access and restrooms, stage improvements, new windows and doors, HVAC system, insulation, exterior patio and walkways.

The project began in 2007 and is scheduled to be completed in the early spring of 2010.

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Budget

Line Item	Amount
Site Acquisition	\$0.00
Architecture & Engineering	\$132,304.00
Construction	\$989,415.00
Capitalized Equipment	\$50,000.00
Construction Management	\$51,163.00
Other - Permits, Inspections, Surveys, Sales Tax	\$108,217.00
Total Contracted Amount:	\$1,331,099.00

The Grantee, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE



City Manager

2/25/10

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
REET	\$638,724.00	
Municipal Capital Improvement Funds	\$100,000.00	
King County	\$50,000.00	
Total Non-State Funds	\$788,724.00	\$788,724.00
State Funds		
01-03 State Capital Budget	\$246,875.00	
05-07 State Capital Budget	\$295,500.00	\$542,375.00
Total Non-State and State Sources		\$1,331,099.00

CERTIFICATION

The Grantee, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The Grantee shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE


 City Manager
 2/9/10

Certification of the Payment and Reporting of Prevailing WagesCERTIFICATION

The Grantee, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the Grantee for the purpose of construction, applicable State Prevailing Wages must be paid.

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body as of the date and year written below.



GRANTEE_____
TITLE_____
DATECity Manager
2/9/10

Grant program: Local/Community Projects

Contract short code: S0618

Grant recipient: City of Des Moines

Funded project: Des Moines Beach Park Historical Buildings

WORKING PAPERS SURVEY

*Send this completed survey as an e-mail attachment to your contract administrator (listed in the cover letter for this packet). Please do **not** submit this form by fax or regular mail. Feel free to contact your grant administrator if you have any questions as you fill this out. Thank you for your assistance in making this contract-writing process as quick and easy as possible.*

1.0 PROJECT SCOPE OF WORK

- 1.1 Describe what will be designed, built, and/or purchased with the assistance of this grant (please answer Question 1.3 if this is one phase of a larger project). This will be included in Attachment C of your contract (see Page 7 for an example). Your narrative should be brief but offer sufficient detail that an auditor can determine how state funds are being
Constructed in 1957, the Auditorium is a large 60'x100' (6,000 square feet) rectangle in shape and features a gable roof, dramatic glue laminated "Type V" arched trusses and colored fiberglass wall/window panels. The proposed project scope includes design and implementation of interior and exterior restoration and renovation to bring the building up to current day codes. Improvements include the addition of a fire suppression system, ADA access and restrooms, stage improvements, new windows and doors, HVAC system, insulation, exterior patio and walkways. A project to improve drainage around the building was completed in 2008 in preparation of this project. This grant will allow the City of Des Moines to proceed with the rehabilitation of the Auditorium which will provide a contemporary use of this building by making sympathetic alterations to enhance its physical and functional performance, while preserving the significant architectural features.
- 1.2 Summarize the timeline of your project (or the phase funded by this grant). **Designs and permits completed 2007/2008; Project expected to go out to bid in September 2009 and completed early spring of 2010.**
- 1.3 If this is a multi-phased project, please briefly describe any additional phases, their overall costs, and the timeline for raising any additional funds **This project is one of eight extant historic buildings located in Des Moines Beach Park. Two additional projects are planned in 2010-2011 to rehabilitate the following buildings: Dining Hall (1935) and the Sun Home Lodge (1934). These projects are funded with City of Des Moines Capital Funds, King County 4Culture Funds and State Heritage Capital Grant Funds.**

- 1.4 Briefly describe how the facility will be used after completion. How is the project expected to expand or improve the services provided by the grantee? **The goal of this project is to improve the building, its systems and functionality to enable year-round use including: rental spaces for community or private celebrations; small conferences and presentations; trade shows; farmer's market; limited theatrical or musical performances.**

2.0 PROJECT BUDGET

These figures will be included in the contract as Attachment A (see Page 5 for an example). Please categorize your costs into the following five categories. If you have project costs that fall outside these categorizations, please contact your grant administrator. **Be sure to list all eligible costs for the entire project** rather than only those costs which this grant will fund. See funding guidelines for what constitutes eligible costs.

ATTACHMENT A PROJECT BUDGET	
LINE ITEM	AMOUNT
1. Site Acquisition	
2. Architecture & Engineering	\$132,304.
3. Construction	989,415
4. Capitalized Equipment	50,000
5. Construction Management	51,163
6. Other - Permits	31,717
Sales Tax	76,500
TOTAL	\$1,331,099

NOTE: Your total should be identical to the total listed in Question 3.0, Total Project Funds.

3.0 AVAILABILITY OF FUNDS

List all funding sources needed to complete your project. For your CTED Capital Programs grant, please use the net grant amount (your appropriation minus the administrative fee) listed in the enclosed cover letter. The table below will be included as Attachment B in your contract (see Page 6 for an example). By signing the contract your organization will certify that the below-listed funds are -- and will remain -- committed solely to carrying out the purposes of this project. **Your total dollar figure in the table below should be identical to the project budget total in Question 2.0.** Assume there is no matching fund requirement unless your working papers cover letter tells you otherwise.

ATTACHMENT B: AVAILABILITY OF FUNDS	
TYPE OF FUNDS	AMOUNT

Funds From This Grant	\$295,500
Other Funds	
CTED 2003/2005 Appropriations	246,875
REET	638,724
Municipal Capital Improvement Funds	100,000
King County	50,000
TOTAL PROJECT FUNDS	\$1,331,099

NOTE: Your grants administrator may ask you to document the availability of all funds committed to the project.

4.0 MISCELLANEOUS INFORMATION

4.1 What is the full name of the government entity or 501c(3) nonprofit organization that will either be the recipient of the grant or will serve as the grantee's fiscal agent? **City of Des Moines.**

4.2 Federal tax identification number: **91-601-6496**

If you have a statewide vendor (SWV) number, please list:

SCENARIO 1: If you plan to cash out your grant with one payment and do not have an SWV number, your payment will be sent as a paper check.

SCENARIO 2: All other grantees are encouraged to set up an SWV number so funds may be sent electronically. Log onto <http://www.ofm.wa.gov/accounting/vendors.asp>. It may take up to three weeks after you submit this information for an electronic transfer account to be set up. You may immediately submit your working papers survey to us; we will automatically receive your SWV number from the office that sets them up.

4.3 List the name and title for the person authorized by this organization to sign the contract.

Name: **Tony Piasecki**

Title: **City Manager**

4.4 List the contact information for the person who will administer the grant once the contract is signed. Grant payments will be sent to this person and address.

Name: **Paula Henderson**

Title: **Director of Finance**

Organization: **City of Des Moines**

Street address/PO Box: **21630 11th Avenue South**

City: **Des Moines,**

State: **WA**

Zip: **98198**

E-mail address: **phenderson@desmoineswa.gov**

Telephone number: **206-870-6512**

Fax number: **206-878-4595**

- 4.5 If the person who is negotiating this contract is different from the contract signer and grant administrator, please list the contact information below. When a draft contract is ready for signature it will be sent to this person and address.

Name: **Patrice Thorell** Title: **Parks & Recreation Director**
 Organization: **City of Des Moines**
 Street address/PO Box: **1000 S. 220th Street**
 City: **Des Moines** State: **WA** Zip: **98198**
 E-mail address: **pthorell@desmoineswa.gov**
 Telephone number: **206-870-6529** Fax number: **206-870-6587**

- 4.6 If your project is an expansion or improvement of an existing facility, do you have photographs that illustrate the state of the facility prior to beginning construction?
Yes
 (Unless waived by your grant administrator, a requirement of all capital grant recipients is to provide photographs of your project's progress.)

- 4.7 What state legislative (not congressional) district is your project located in? **33rd**

- 4.8 Which legislator or legislators took the lead in introducing your appropriation? **Senator Karen Keiser, Representative Shay Schul-Berke and Dave Upthegrove.**

CTED Capital Programs

Dept. of Community, Trade and Economic Development
 906 Columbia St. SW / PO Box 42525
 Olympia WA 98504-2525
 (Phone) 360/725-3019; (Fax) 360/586-4162

Des Moines Beach Park Historic Buildings
22030 Cliff Avenue South, Des Moines, Washington

Schematic Design and Basis of Design Report

for the

City of Des Moines
Parks and Recreation Department

May 11, 2010



Dining Hall



Sun Home Lodge



Picnic Shelter

BOLA Architecture + Planning
Seattle, Washington

Des Moines Beach Park Historic Buildings
Schematic Design and Basis of Design Report
May 11, 2010

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 - Background
 - Ongoing Work in the Park

2. Historic Background

3. Existing Conditions

- A. Dining Hall
- B. Picnic Shelter
- C. Sun Home Lodge

- Civil and Landscape Architecture Report
- Structural Report
- Mechanical Report
- Electrical Report

4. Code Analysis

5. Basis of Design Scope

- A. Dining Hall
- B. Picnic Shelter
- C. Sun Home Lodge

6. Bibliography

7. Attachments

Drawings

Meeting Notes: December 16, 2009 Pre-Application Meeting, dated March 31, 2010
Meeting Notes: April 1, 2010 Schematic Design Meeting, dated May 4, 2010

BOLA Architecture + Planning
159 Western Avenue West, Suite 486
Seattle, Washington 98119
tel 206.447.4749
fax 206.447.6462
www.bolarch.com

1. INTRODUCTION

Background

BOLA Architecture + Planning was contracted by the City of Des Moines to develop designs to reopen the Dining Hall, Picnic Shelter and Sun Home Lodge, three of the five remaining historic structures associated with the Covenant Beach Park National Historic District. The Washrooms (originally a Work Shop) north of the Picnic Shelter will be mothballed, and is not included in the scope of this project.

BOLA has contracted consultants to assist in the assessment and design of these structures:

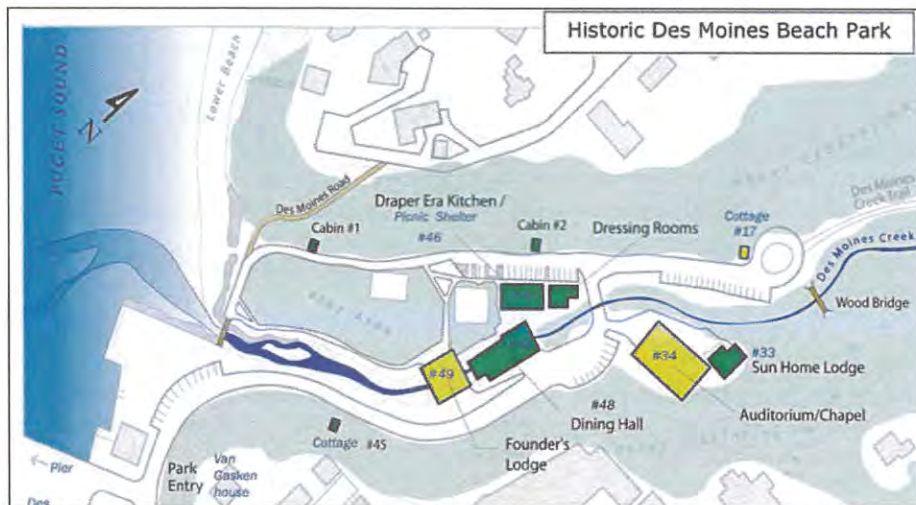
Matt Suhadolnik, SvR Design Company, Civil Engineers and Landscape Architects
Greg Coons, Swenson Say Fagét, Structural Engineers
John Greenlaw and Jack Burgess, The Greenbusch Group Mechanical Engineers
Charles Li and Jason Bordash, Tres West Engineers, Electrical Engineers

On March 19, 2010, the architect and engineers visited the site to confirm existing conditions, note deficiencies, and begin developing options to aid the owner in their goal of reopening the presently vacant and unoccupiable structures for public use. The consultants reports are found herein, and are intended to serve as a Basis of Design and a decision making tool to focus the program and direct the scope of work within the Park's limited budget.

A construction budget of \$620,000 has been identified by the City of Des Moines for the work on the Dining Hall; \$150,000 for the Picnic Shelter; and \$189,500 for the Sun Home Lodge, exclusive of design, engineering, permits, building equipment, contingencies, and sales tax.

Ongoing Work in the Park

Other projects underway in the Park include the installation of a paved creek side trail through the Park; rehabilitation of the Auditorium, another historic structure on the site; and creek improvements including dredging, installation of flood control walls and berms, and landscape restoration, which will begin in the summer of 2010. The designs for the three subject buildings are being coordinated as necessary with other City design consultants to promote a smooth design and construction process.



Des Moines Beach Park Site

2. HISTORIC BACKGROUND

The present Des Moines Beach Park was used as a recreational park known as Draper Park between 1917 and 1931; and as Covenant Beach Camp, a conference center and camp operated by a council of local and regional churches between 1931 and 1986. The City of Des Moines procured the property in 1986 for use as a public park. The facilities have been used for Senior Center Services, youth day camp operations, and community events since that time, but all are presently vacant. A number of buildings in the District exhibit rustic, vernacular architectural elements that appear to be based to some degree on Swedish building traditions. Contributing resources within the District include three dwellings (two cabins and one cottage), five communal buildings and one rustic bridge. *(adapted from the 2005 King County Landmark Designation)*

In recent years, flooding has caused extreme structural and physical damage to the subject buildings, requiring their closure. The Dining Hall was raised approximately 3 feet and placed on a new foundation in 2008. The City now wants to evaluate the existing mechanical, electrical and plumbing equipment at the Dining Hall and rehabilitate it as necessary; improve and/or replace interior and exterior finishes and materials; improve fire and life safety elements, and provide ADA compliance. At the Picnic Shelter, which was reroofed in 2008, the City would like to repair the structural columns, footings and connections as needed to safely reopen the building and protect the structure from future flood damage.

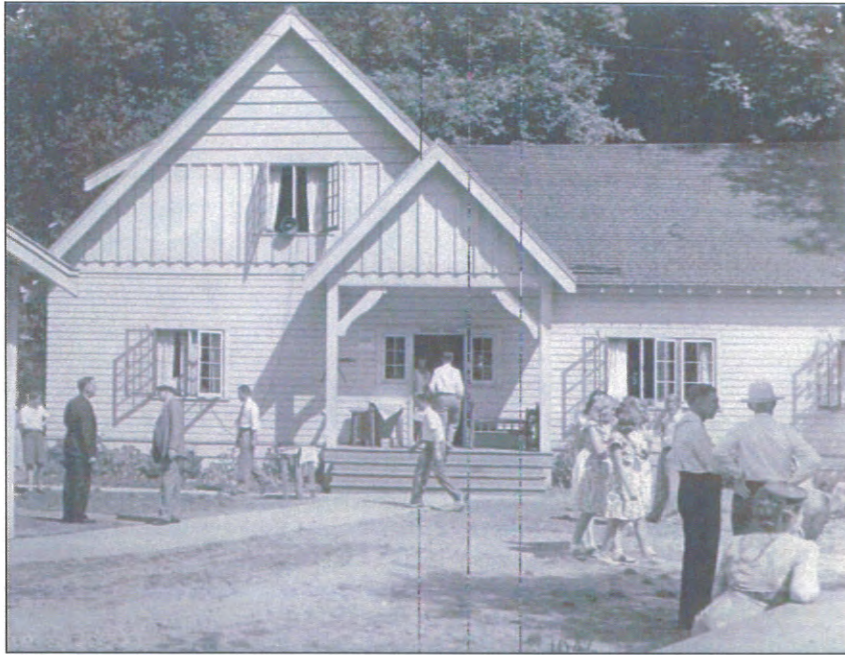
The three subject buildings are included in the Covenant Beach Camp National Historic District (designated in 2006) and are designated by the King County Landmarks Commission (KCLC). In 2005, the KCLC designated the following:

"All land area within the District boundaries. All exterior portions of the contributing resources within the District. All original wood finish materials within the interiors of the contributing resources and the following specific significant interior features:

<i>Dining Hall (I.D. #3):</i>	<i>Exposed timber roof trusses/bracket</i>
	<i>Ornate ceiling design in Kaffe Stuga</i>
<i>Kitchen/Picnic Shelter (I.D. #8):</i>	<i>Brick fireplace base and exposed wooden structural members."</i>

The recommendations herein follow the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Rehabilitation*, recognizing that the uses of the buildings and site have changed from a private three-season camp setting to a desired year-round, publicly accessible site and structures.

When undertaking a restoration or rehabilitation of an historic property, a period of significance is typically established to guide the design of restored and preserved elements. According to the 2004 report by Artifacts Consulting, the Des Moines Beach Park's period of significance spans from pre-1800s through 1957. This allows great latitude in the assessment of what features are restored. One such consideration is the historic paint colors on the various buildings. Accompanying photos indicate paint colors were very light, likely white in early years, and later altered to the current scheme of red with creamy white trim.



West side of Dining Hall in 1946, painted white.



West side of Dining Hall, painted red with white trim. (undated)



West side of Dining Hall, painted red with white trim. (undated)



Picnic Shelter (a.k.a. Draper Era Kitchen & Auxiliary Hall), painted white, with solid walls, June 4, 1949.



Washrooms at right with Picnic Shelter beyond (far right) and Dining Hall at center in the distance. The 2007 flood was clearly not the first! (undated)



Sun Home Lodge from the west, ca. 1950s, with dark paint and white trim.



Sun Home Lodge from the west, showing the addition (cross gable at center), likely from a 1981 remodel.

3. EXISTING CONDITIONS

A. DINING HALL

Built in 1934, the two-story Dining Hall straddles the Des Moines Creek on a new augercast concrete pile foundation and steel platform, mostly rectangular in shape with several additions. The exterior cladding is wood siding. The windows are wood and the cross-gabled roof structure is clad in asphalt shingles. Interior volumes consist of a large dining room, with an adjacent kitchen with former short-term sleeping quarters above. Wood trusses with metal truss rods and decorative wood brackets define the interior visual character of the dining room volume.

The level of repair and rehabilitation of the Dining Hall is expected to exceed 50% valuation, and will thus require that the building be brought up to present codes.

Character-Defining Features (Artifacts Consulting 2004 Report)

- Horizontal wood drop siding with rusticated rounded edges
- Board and batten in the gable ends with notches along the lower edge at the battens
- Cool room, including original door hardware and interior wall cladding
- Trusses, brackets and exposed roof framing in the dining room
- Multiple-pane, wood sash windows, casings, trim and sills including: Fourteen ten-pane fixed; Thirteen tall six-pane casement; Six short six-pane casement; Twelve fifteen-pane vertical; fixed with continuous sill (east addition); Two fifteen-pane horizontal fixed (southeast addition); One four-pane window (west addition); Two sis-over-one, single hung windows (west addition)
- Multiple-panel exterior wood door on the south side of the Kaffe Stuga
- Vertical wood skirting and water table around the foundation
- Cross gable and flat roof with exposed rafter ends, fascia and barge boards
- Kaffe Stuga addition on the west end
- Kitchen addition on the east end
- Central location within the site over the Des Moines Creek



West side of the Dining Hall looking north.



East side of the Dining Hall looking north. Note the damaged service drive paving, Deteriorated retaining wall (left) and bus stop (center).



Interior of the Dining Room, looking south. Note exposed roof structure, posts, and sediment-laden decorative plywood floor.

Architectural

Site

On the east side of the building is a service drive to access the Dining Hall and Founder's Lodge. The paving and a short timber retaining wall down to the creek level were damaged during the building lift in 2008. The retaining wall should be replaced with a soldier pile and timber retaining wall, which will also support the new deck above. The paving should be replaced. Northeast of the building, there is presently a bus stop structure and pad, which should be removed for the construction of two handicapped-accessible parking stalls to serve the Dining Hall.

The grade west of the Dining Hall is relatively flat, with the Des Moines Creek running beneath the length of the building from north to south. The City has installed a tight row of ecology blocks on the west side of the creek to keep it from flooding into the adjacent meadow to the southwest. The ecology blocks will be removed as part of the dredge and creek improvements proposed by Tetra Tech under separate contract. The area west of the Dining Hall and south of the Picnic Shelter is a relatively level grass field, extending southwest toward a large open field and Puget Sound beyond. A small stand of existing birch trees is located in the field southwest of the Dining Hall, and is proposed to remain.

Historically, the Dining Hall was accessed by small stoops at each entry, stepping up four steps into the building. The 2008 lifting of the building raised the interior floor level approximately 3 feet above its original elevation, and access is presently limited by its high perch on piers above the grade plane. The addition of decking, stairs, accessible ramps and railings will provide both access and exterior program areas around the building, and reconnect it to the Founder's Lodge to the south. An existing deck surrounds the west side of the Founder's Lodge south of the Dining Hall, with an accessible ramp at the north end. This ramp will remain, and serve to provide access to the Dining Hall deck via a modified deck, stairs, and a new ramp between the Dining Hall and Founder's Lodge. This will require the addition of helical piles to support the deck structure, and a wood framed deck and skirt, which will conceal the earthen flood protection berm being developed by Tetra Tech. The deck will also support the roof extensions which cover the entries, and were historically supported on the stoops.

The space between the Dining Hall, Picnic Shelter and Des Moines Creek was previously paved with concrete. This area has been subjected to annual flooding, which the City has mitigated with the yearly installation of sandbags to attempt to control the creek flow. The concrete suffered cracking, heaving and heavy sediment deposits over the years and has recently been removed, leaving exposed soil in this area. As this area is proposed for exterior gather space, a paved surface should be reestablished.

Exterior

The Dining Hall is a wood framed building, clad in lapped wood siding with rusticated rounded edges at the first floor level, board and batten siding in the gables, and T1-11 plywood siding at the southeast office addition, all affixed directly to the stud framing without sheathing. The wood siding is in generally good condition, but some boards have been removed and/or deteriorated due to flooding or other causes, and should be replaced in kind to ensure a proper envelope closure. The building needs exterior repair and painting.

Original wood windows are casement and fixed sash types, with multiple lites and single panes. They appear to be in fair condition, with the exception of one broken and removed sash on the west side of the Kaffe Stuga, which should be repaired and reinstalled. We recommend retaining the historic windows, and improving their thermal performance with the addition of concealed weatherstripping and caulking to reduce infiltration. Operability will need to be verified and upgraded as necessary to achieve code required natural ventilation requirements, as no general mechanical ventilation is existing or proposed.

Most exterior doors are functional and in fair condition. However, they will need to have new lever-style hardware installed on the exterior to comply with ADA requirements, panic hardware installed on egress doors lacking it, and should be weatherstripped. The north door into the Kitchen (screen door and main door) has been subjected to flooding, has deteriorated, and should be replaced. The painted, stenciled exterior doors to the Kaffe Stuga are of specific importance to the City, and must be retained.

The roof is composed of gabled roofs with asphalt composition shingles, and built-up membrane flat roofs, which recall the various eras of additions to the building. The asphalt shingles were damaged during a wind event in 2007, and are in need of repair or replacement. No leaks or water damage were evident from the interior of the building, but daylight is visible at an unsealed penetration from the Dining Hall unit heater roof vent. The penetration should be properly flashed and sealed. Confirmation with facilities staff indicates the roofing materials have not been replaced in at least 11 years. The building has sheet metal gutters and downspouts, which historically daylighted directly to the creek below. The lower portions of the downspouts have been removed in most cases, and should be replaced or reinstalled.

First Floor

Finishes at the first floor consist of painted wall board walls and ceilings and linoleum flooring in the north (Kitchen and Restrooms) portion; masonite wood wall panels, decorative plywood flooring, and exposed transparent finish wood structure with exposed fiber batt insulation at the ceiling in the Dining Room; masonite wood wall panels, plywood "box beam" ceiling, and wood subfloor, with remnant adhesive from recently removed resilient floor tiles in the Kaffe Stuga; and wallboard walls and ceilings and carpet in the Office at the southeast corner of the building.

Wallboard at the north end of the building has been subjected to multiple flood cycles, and should be removed and replaced. This effort can be done in conjunction with the installation of insulation and plywood shear walls at the interior face, and will provide an opportunity to assess underlying framing for dryrot. The linoleum floor similarly should be replaced. The plywood flooring appears in good condition, but is in need of cleaning and refinishing to remove residual flood sediment. Some of the masonite panels have been removed to anchor the walls to the floor structure during the building foundation work. Batt insulation is visible in the wall cavities, and should at a minimum be retained in place, and installed in any empty cavities exposed by replacement of finishes. The installation of shear panels and new finishes at the interior will require the extension of window and door jambs to fit the added wall thickness. To better improve the envelope, the batt insulation may be replaced with rigid insulation to increase the thermal performance. Rigid insulation may also be added to the roof from the underside to replace the existing 1" of fiber batt insulation.

The north end of the building contains two restrooms, which have had plumbing fixtures removed. The space allotted will not comply with ADA required turning radius and clearances, so

reconfiguration of this portion of the building is proposed, allowing for two women's water closets, and one men's water closet and a urinal. An original Cooler Room is still extant at the northeast corner of the building, complete with original wood interior finish and original door. These features should be retained.

Most kitchen appliances have been removed, and will need to be replaced. Some stainless steel counters and sink elements may be reused, pending the acceptability of the kitchen layout by the Owner and Health Department. Historic cabinetry (uppers and counters) between the Dining Room and Kitchen should be retained and refurbished. The City has expressed interest in installation of a commercial kitchen in the future, which will require higher electrical, mechanical and plumbing loads. These should be considered in the early phase of rehabilitation to ensure utilities and systems are properly sized and installed before final grading and paving. We also recommend consultation with a kitchen designer.

There is presently no fire protection in the building. Due to its potential use as an assembly occupancy serving alcohol, an automatic fire sprinkler system is required throughout the building, including concealed attic spaces, and in the second floor. Because of the exposed structure, the sprinkler system will be visible in the Dining Room.

Historic light fixtures in the Dining Room and Kaffe Stuga were requested to be retained by the City.

Second Floor

There is only one stair to the second floor, in the northwest corner of the building. This will limit the occupancy of the second floor to less than 10 occupants. The stair does not comply with present codes for rise and run, but may be grandfathered in as an existing condition. However, there are presently not handrails on both sides, and these should be added to meet current codes.

Finishes at the second floor consist of bare framing at exterior walls and cathedral ceilings, with some shiplap-sheathed interior walls. Floors are fir, generally in good condition. This space was originally used as a residence for the cooks, and included plumbing for a powder room, washer and dryer, a sink, and two showers. All fixtures have been removed except for the two showers. No specific program is proposed, and work will be limited to structural, mechanical, and electrical upgrades, and the addition of a sprinkler system. If funds are available, insulation and finishes should be added to exterior walls and ceiling/roof to improve the energy efficiency of the building. If roof insulation is added, care must be taken to ensure ventilation to the roof structure.

Hazardous Materials

A report furnished by Robinson Noble Saltbush Inc. in January 2008 identifies hazardous materials in the Dining Hall, including asbestos in the floor tiles in the Kaffe Stuga (already removed), sheet vinyl in the kitchen, wall texture in the kitchen, some wallboard, ceiling board and compound in the kitchen, ceiling tile, texture and mastic in the kitchen, and window glazing. Paints on both the exterior and interior tested positive for lead content. These materials will need to be properly handled and abated before proceeding with the rehabilitation of the building. See the report for further details and information.

B. PICNIC SHELTER (a.k.a. Draper Era Kitchen and Auxiliary Hall)

Built in the 1920s, this one-story, 36' x 52' structure features a T-shaped footprint, with an exposed wood frame on a concrete foundation. Asphalt shingles cover the bell-pitched side gable roof, and horizontal wood siding clads the building's enclosed short sides. The long sides are open, with the remnants of a brick chimney and fireplace on the north end of the open volume. Historic photos show the building in various phases of "openness," with some images indicating a completely enclosed structure, with flip up wood-clad panels similar to the Auditorium at the north end. Later photos show the building with enclosed sides at the interior bearing lines, creating deep porches on the east and west sides beneath the bell-pitch, and finally as the open structure we see today.

The anticipated level of rehabilitation is not expected to exceed 50% valuation of the building, and therefore, the building official shall determine the level of required upgrades.

Character-Defining Features (Artifacts Consulting 2004 Report)

- Dual-pitched, side gable roof with exposed rafters, fascia and bargeboards
- Horizontal wood drop siding with rusticated rounded edges
- Central chimney base and former stove with metal plate cooking surface
- Exposed internal wood framing over west volume
- Vending space on the southeast corner, including the wood door and side window closures operated by a pulley system
- Multiple-pane, wood sash windows, trim, casings and sills
- Central location within the site



Picnic Shelter looking southeast from the parking lot, with sediment and site drainage running through the building.



Interior of the Picnic Shelter, looking northeast.

Architectural

Site

One side of the Picnic Shelter faces onto a parking lot to the west, and the other onto an open patio space framed to the east by the Des Moines Creek and the Dining Hall. To the south is a level open grassy field used for passive recreation. To the north, it is attached to the Washrooms / Woodshop building by a light corrugated fiberglass roof, serving as a dog trot breezeway. The grade slopes down to the east, from a hillside just west of the parking lot, and continues through the structure at a gradual slope to the Des Moines Creek. The paved parking area's lack of adequate site storm drainage, aggravated by the low elevation of the Picnic Shelter slab, sheets water through the Picnic Shelter even during relatively minor rains. During major flood events, the slab has been covered with 12"+ of gravel, sediment and debris from the creek.

Two exterior brick barbeque fireboxes were previously located southeast of the Picnic Shelter, at the south edge of the previous paving. If funds allow, these should be reinstalled in an alternate location.

Exterior

The building is a wood framed structure, with lapped wood siding at framed walls, and exposed wood structure and trusses at the open south volume. The framed walls bear onto a concrete curb, on or just slightly above grade. The siding has been damaged over time by various floods, and the bottom two feet of the enclosed north end has been replaced with plywood at most locations within the past several years. This was accompanied by interior retrofitting of the exterior bearing wall studs with short supplemental sisters, inadequate to serve their purpose. The sill plates are significantly waterlogged, and in direct contact with the ground (sediment). We recommend that the building's base be shored and have the bottom 12" – 24" of wood framing removed to allow installation of a concrete stem wall to create the code required separation between wood and the ground, and to aid in prevention of future flood water infiltration. New sill plates should be pressure treated lumber. The historic detail of siding extending to near grade can be accomplished

by installation of nailers in the concrete stem wall, and application of siding to match the existing. The south wall framing has deteriorated wood, and should be replaced with sound, pressure treated wood and siding to match. Cracked and deteriorated siding boards should be replaced to eliminate entry by birds and rodents. The siding lacks closure at the top of the gable-end wall at the northwest corner of the building. The interior and exterior should be repainted.

Various doors to the interior spaces appear to have been added over time. Some have been secured by locks, screws, or deposition of sediment. We recommend limiting access and potential break-ins by securing unused doors. The multi-pane windows originally found on the south wall of the building have been removed, and are now simply large wood framed openings with plexiglass stopped into the frames. A flip up panel with exposed hinges is still evident on the west (Storage) side, and two framed openings with east side of the Vending area have inset, wood-sided panels. The operation is unknown. The two windows on the north have been boarded up with plywood, and the glass has been broken and removed, but one sash and the trim remain beneath.

The building was reroofed with asphalt shingles in 2008 following a severe wind storm. Plywood sheathing was installed atop the existing straight sheathing at that time. There are no gutters or downspouts, so storm drainage is presently handled by adjacent impervious surfaces, with runoff to the creek.

Main Floor

The floor is a concrete slab on grade at the open south volume, which is cracked and distressed. The interior of the building appears to have an earth floor, although given the elevation and unevenness of the surface, it is possible that this may be sediment from previous flooding, and a slab may be underneath. The sediment should be removed to expose any floor beneath, and to begin to dry out the building. Due to the elevation of the slab, and present drainage patterns, we recommend consideration of a raised slab to raise the elevation of the interior of the building, which will allow water to drain away from the building, rather than into it. Grading at the perimeter will be designed to retain the present open access to the parking lot to the west and plaza to the east, and accommodate accessibility. The posts at the interior bear on a variety of items – precast pier blocks, poured in place plinths, and some bear directly onto the slab. A consistent detail should be developed, and integrated with the raising of the interior slab. The concrete piers should extend up to protect the post ends from water damage, and will allow for secure post base connections.

Finishes in the open volume include exposed wood framing and trusses at the ceiling, with straight sheathing visible above, and on the high side walls of the interior bearing lines. The south wall is clad in wall board, which should be replaced with the south wall framing. The north wall of the open volume is clad in wood siding, with painted plywood panels to simulate the previous fire place and chimney. There is a large opening at the top of the gable from the previous chimney opening which should be infilled to enclose the north interior space.

There are remnants of a fireplace and chimney, creating a low platform at the north end of the open volume. The chimney was damaged in the Nisqually earthquake in 2001 and was dismantled as a safety precaution. The removed bricks are presently stockpiled in the enclosed north end of the building. The sides of the existing brick platform are deteriorated, and the bricks should be reset.

Finishes in the enclosed north end are bare studs and roof trusses, with exterior siding and roof sheathing exposed. Dryrotted and deteriorated materials should be removed and replaced. The interior space has been acquisitioned for storage of public works materials, which will need to be relocated during any renovation work.

Hazardous Materials

A report furnished by Robinson Noble Saltbush Inc. in March 2008 identifies hazardous materials in the Picnic Shelter. None of the samples tested positive for asbestos. The red exterior paint tested positive for lead content, the white trim paint did not. These materials will need to be properly handled and abated before proceeding with the rehabilitation of the building. See the report for further details and information.

C. SUN HOME LODGE

Built in circa 1934 as the girls' dormitory, this two-story wood framed building has a 24' x 50' footprint, plus a 10' x 24' entry and perimeter deck. The L-shaped building is sited on a deteriorating wood post and beam foundation, and is clad on the exterior with a combination of wood shakes and wood siding with rusticated rounded edges and corner boards. The windows are generally wood casements with multiple-panes. The interior arrangement consists of a central, double-loaded hallway on each floor, with former bedrooms and common bathrooms.

The anticipated level of rehabilitation is not expected to exceed 50% valuation of the building, and therefore, the building official shall determine the level of required upgrades. The site access for fire trucks (via the northeast corner of the Auditorium) should be verified for acceptance with the Fire Marshal. The building occupancy does not dictate sprinklers in this instance; distance from the fire access to the furthest part of the building does.

According to a report by The Portico Group (ca. 1991), the Sun Home Lodge was last renovated in 1981, which may have included the addition of the "Great Room" wing at the southwest corner.

Character-Defining Features (Artifacts Consulting 2004 Report)

- Horizontal wood drop siding with rusticated rounded edges and corner boards
- Vertical board and batten beneath eaves and gables with notches below the battens
- Multiple-pane casement windows, wood trim, casings, and sills
- Water table
- Cross gable roof and wall dormers with exposed rafter ends and bargeboards, fascia, soffit and eave overhangs
- Central location within the site



West facade of Sun Home looking northeast. Note windows are boarded up, and pickets are missing from deck railings.



West and partial north facades of the Sun Home Lodge. Note proximity of the wood to grade, and the deteriorated paint.



East side of Sun Home Lodge looking north, with temporary sandbag berm installed close to the building.

Architectural

Site

The building is sited at the northeast corner of the historic District, east of the Des Moines Creek, and north of the Auditorium building. To the north is a wetland area, and the creek beyond. The building will share a patio with the Auditorium to the south and west, and is nestled against a steep hillside to the east, which has historically allowed water to collect underneath the building. Previous site drainage measures including a temporary sandbag berm and ecology block wall behind the building, and a permanent curtain drain system were installed around the Sun Home Lodge and Auditorium's uphill side to alleviate the surface water. Additional efforts are being implemented as part of Tetra Tech's creek improvements scope, which will replace the temporary sandbag berm with a permanent earthen berm. Due to the present elevation of the building, and clearances beneath it, it is likely the whole structure will have to be raised to install a perimeter concrete foundation, and will likely result in a raised finish floor elevation in order to keep the wood floor structure adequately above grade. Since the berm is within a few feet of the east side of the building, the lift work will require coordination with the installation of the berm to avoid duplicative or destructive work. The exterior wood deck on the west side is nearing the end of its useful life, and will have to be removed and replaced in order to lift the building.

The City wishes to utilize the Sun Home Lodge as an auxiliary building for the Auditorium, to serve food, and perhaps provide additional restroom capacity. This will require an accessible route between the level of the Auditorium and the Sun Home Lodge, which is best served by an exterior ramp to allow catering carts and wheel chairs to move between the buildings. The proposed

location is in conflict with the existing gas meter, and may require the gas meter to be relocated. Sewer and site drainage issues have been integrated with the ongoing Auditorium project, but final alignments, connections and grading will need to be addressed with this project.

Exterior

The two story wood framed building is clad with horizontal wood siding at the lower walls, and board and batten siding with a scalloped pattern along the bottom edge at the upper floor. The paint on the exterior siding is deteriorated and in need of repair. Several holes in the siding on the east side show evidence of decay or damage, and should be investigated as to their source, and repaired to provide proper closure. Attic vent holes have been covered with duct tape for unknown reasons. If insect screen is needed, the closure trim should be modified to provide the proper pest protection. Multiple dormers project from the east and west sides of the roof.

Most of the windows are original wood sash, multi-lite, single-pane windows, with casement and fixed operation. Some retrofit aluminum frame windows were added in the first floor restrooms. The windows at the first floor have been boarded up with plywood to prevent vandalism. The windows are in fair condition, and do not need to be replaced. Their operability should be verified and maintained to provide code-required ventilation, and they should be retrofitted with concealed weatherstripping to reduce infiltration. Further review of their condition will require removal of the plywood panels.

The exterior doors do not appear original, but may serve in their present condition. However, ADA compliant lever-style hardware should be added, as should panic hardware at egress doors as required. The south door from the Great Room is less than 36" wide, and consideration should be given to enlarging this opening to accommodate catering carts and comply with accessibility requirements. Alternately, a less convenient route is presently provided via the double doors on the north side of the Great Room.

There are two exterior exit stairs from the second floor, on the north and south ends. These are fairly deteriorated and should either be replaced, or made sound with proper attachments and supports. The south stair will likely have to be reconfigured for the installation of an accessible ramp to the Auditorium.

The roof is clad in cedar shingles, and according to Facilities Manager Dick Stites, it has not been reroofed in at least 11 years. There appear to be some missing shingles near the ridge on the south end of the west side, but no water damage is evident from the visible surface of the ceiling inside the building. There are no gutters or downspouts draining the east side of the building, so roof runoff contributes to the storm load of the curtain drain below. Gutters and downspouts have been installed on the west side, which all continue below the west deck. It is unclear if these are tightlined to a storm drain, but it seems likely they may simply daylight below the deck, contributing to the water ponding there. The roof drains should be tightlined to one of the catch basins on site.

First Floor

The first floor is composed of a double height Great Room in the west addition, a small kitchen, men's and women's restrooms, and a double loaded hallway, accessing several small rooms. Wall and ceiling finishes are typically textured gypsum wallboard with stained wood trim, resilient flooring and rubber base. The finishes are in fair condition, and their removal and replacement could be limited to locations dictated by structural shear wall requirements, or as required for program, electrical, or mechanical modifications.

The program requirements call for the expansion of the present kitchen, and reconfiguration of the restrooms to provide accessible facilities, and new fixtures. These alterations will require structural modifications, including new beams and posts.

Interior doors should have hardware replaced with ADA compliant lever-style handles.

Second Floor

The second floor is accessed either by the interior stair at the southwest corner of the building, or via either of the exterior exit stairs on the north and south ends of the building. The interior stair needs to have an additional hand rail installed to comply with current codes. A large community room is at the south end of the second floor at the top of the interior stairs, and a double loaded hall leads to small rooms, each with dormers, to the north. Finishes are textured gypsum wall board walls, and tongue-in-groove stained wood ceilings. The floors are resilient flooring and rubber base. Similar to the first floor, alterations will be limited to those required for structural stabilization and lateral reinforcement, and any required electrical or mechanical modifications.

Hazardous Materials

A report furnished by Robinson Noble Saltbush Inc. in March 2008 identifies hazardous materials in the Sun Home Lodge. None of the samples tested positive for asbestos, likely due to more recent renovation and finishes than other buildings in the Park. Paints on the exterior tested positive for lead content, as did the brown interior window trim paint. These materials will need to be properly handled and abated before proceeding with the rehabilitation of the building. See the report for further details and information.



DESIGN COMPANY

MEMORANDUM

Date: April 7, 2010

To: Rhoda Lawrence and Matt Hamel, BOLA Architecture & Planning

From: Matt Suhadolnik, SvR Design Company

Re: **Des Moines Beach Park Historic Buildings – Schematic Design Phase
Civil and Landscape Architecture Basis of Design Narrative**

Project Address:

Des Moines Creek Park
22030 Cliff Ave South
Des Moines, WA

Nature of Development:

Proposed stormwater, utilities, paving and landscape restoration for three existing buildings at the park site, including the Dining Hall (base bid), Picnic Shelter (bid alternate #1) and Sun Home Lodge (bid alternate #2). The three buildings are slated for interior renovations and some exterior building envelope improvements. All three buildings are registered as historic structures in King County.

The site has flooded every 2-3 years during peak storm events due to years of upstream developments. Runoff from these developments empties into Des Moines Creek. Extent of flooding has depended on tidal fluctuations as Des Moines Creek flows into Puget Sound at the west end of the park. To mitigate flood damage to the park's collection of buildings the City of Des Moines, as a separate contract, hired Tetra Tech to design and engineer a series of flood walls/flood berms and dredging of the creek channel.

To protect the Dining Hall from future flood events the building has been recently raised onto new pier supports at its historic location over Des Moines Creek. The Picnic Shelter structure (comprising of both open and enclosed spaces) has also been considered for raising to accommodate proposed site grading and structural stabilization. It has yet to be determined if raising of the Picnic Shelter will be included as part the site's current rehabilitation work. Should such work be implemented further research will be needed to determine whether or not permitting through the Army Corps of Engineers would be triggered due to importing of structural fill material within the creek's floodplain.

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Depending on funding, the City would also like to renovate of the main floor of Sun Home Lodge. Additional structural investigation is needed for this building as years of hillside water seepage under the building may have compromised its structural integrity. Raising of this building, even temporarily, will likely be needed to provide new water and sanitary sewer connections. Wetlands are present to the north, east and south of Sun Home Lodge.

Water has previously seeped under Sun Home Lodge on a fairly regular basis due to runoff from the hillsides to the south and east. This was runoff was collected and channeled away from the building as part of earlier stormwater improvements, which included installation of a curtain drain system at the south and east sides of the building. This work was completed late summer/early fall 2007 and, per feedback from the City, is working quite well except for an isolated area near the southeast corner of Sun Home Lodge where a hillside seep emerges and flows over the curtain drain. A berm of sandbags and ecology blocks has recently been added to the east side of the building as part of a temporary flood control measure. Permanent flood prevention improvements will include a future earth berm constructed in the same location as the temporary sandbag berm. This work is under a separate contract.

Temporary Erosion and Sedimentation Control (TESC)

Straw wattles and catch basin inlet protection will be specified where appropriate. Additionally, temporary shallow interceptor swales, filter fabric fencing and/or Baker tank(s) with sand filtration may be necessary to protect silt laden water from entering Des Moines Creek due site disturbance during construction activities.

It is undetermined at this time if stabilized construction entrances and/or wheel wash stations will be needed to prevent the transport of mud and dirt onto park roadways from construction vehicles exiting the site. (Note: Tetra Tech is responsible for TESC measures associated with protecting the stream channel as part of the current and ongoing flood prevention improvements.)

Selective Site Demolition

By architect.

Parking and Paving

Existing site parking, including designated ADA stalls, will be retained in their current site configurations. The park's entry drive and parking areas will receive a new lift of asphalt as part of a separate contract currently under construction. This new paving and parking striping is slated for completion by late spring/early summer this year. The addition of two new ADA parking stalls at the northeast corner of the Dining Hall is proposed.

New pavements proposed as a part of this project will include accessible walkways to the west side of the Dining Hall and to the south and east sides of the Picnic Shelter. A patio/plaza area between the Dining Hall and Picnic Shelter will be restored.

Exterior decking, stairs, railings and accessible ramps to the Dining Hall and Sun Home Lodge by the architect.

Storm Drainage

The storm drainage systems for the restoration work will be designed to direct water away from the existing buildings and to reduce localized ponding in paved areas during larger storm events. (Note: Upstream and downstream analyses are not included in this basis of design.)

Runoff from the roofs of the existing buildings will be conveyed to Des Moines Creek via a series of existing and new storm drain lines and the utilization of existing creek outfalls. Direct discharge of roof runoff from the Dining Hall to the Des Moines Creek channel will be implemented via splash blocks and/or rock armaments.

Stormwater runoff from the restored patio/plaza area, walkways and landscape will be directed to and collected in a series of catch basins and then conveyed in a piped system to Des Moines Creek. Runoff from the previously installed curtain drain system behind Sun Home Lodge will continue to be conveyed via a separate perforated pipe and tight lined pipe system from the earlier site storm drainage improvements installed at the Auditorium.

All stormwater conveyance will utilize existing and/or recently permitted outfalls to Des Moines Creek.

Assumptions:

- Some ponding will occur in the park's access drive and parking areas during larger storm events.
- Back water valves on the new storm water conveyance system installed on the west side of the Dining Hall (part of Tetra Tech's creek channel improvements) will close during flood stages of the creek. As such, ponding of water will occur within the shallow closed depressions between the Dining Hall and Picnic Shelter.
- Flow from the hillside seep near the southeast corner of Sun Home Lodge will be routed, via the temporary sandbag berm and, later, permanent earth berm to a wetland to the north and ultimately to Des Moines Creek as part of the Tetra Tech's flood wall/flood berm and creek improvements. In the event that water from the seep flows around or through the temporary and/or permanent berm behind Sun Home Lodge a swale will be graded to the existing catch basin at the northeast corner of the Auditorium.

- The proposed flood wall/flood berm (shown on Tetra Tech's plans) will be completed prior to construction of the proposed building and site improvements.

Fire Protection

Fire access is required along the east side of the Dining Hall and northwest side of the Picnic Shelter. Additionally, fire access needs to be maintained along the north side of the Auditorium Building and to allow access to the west side of Sun Home Lodge. (Note: The Des Moines Fire Department has agreed on the limits of the proposed stream buffer mitigation plantings at the north side of the Auditorium with the agreement that, if necessary, part of the landscape plantings will be traveled over to allow an emergency vehicle access along the building's north side and to Sun Home Lodge. The buffer mitigation plantings are being installed under a separate contract.)

A new fire service to the Dining Hall will be required with the proposed restoration work. This fire service will be via a new 4" water connection to the existing water main within the west parking area. A detector check valve near this new connection is required per Water District 54. A new fire department connection (FDC) may also be required per the City of Des Moines.

As noted above, the west parking area will be repaved by late spring/early summer this year as part of a separate contract. The City of Des Moines prefers not to have this new pavement impacted by the proposed fire service line connection after the pavement overlay improvements are completed. As such, a new fire service line connection to the existing water main within the parking area will be performed by separate contract prior to the repaving work. The fire service line will be extended into the lawn area and capped south of the Picnic Shelter for a future connection as part of the Dining Hall's new utility work.

A new fire service line for Sun Home Lodge is currently not required.

Water

New domestic water services are proposed for the Dining Hall and Sun Home Lodge. The Dining Hall's water service will be from a new connection just downstream from the existing water meter and water line servicing the Founder's Lodge. This water meter is located within the open lawn area west of the Founder's Lodge. The City of Des Moines is currently verifying the location and condition of this water meter and the size of the existing water service line.

A new water service to Sun Home Lodge will be from an extension of a new water service currently being installed as part of the Auditorium's renovation and site improvements.

All connections to water mains within the park and will meet the requirements of Water District 54.

Sanitary Sewer

New sanitary sewer connections are proposed for the Dining Hall and Sun Home Lodge. Record drawings indicate that the Dining Hall's existing side sewer (currently disconnected) was a 4" concrete pipe that connected to a 6" concrete pipe between the Picnic Shelter and the Bath House/Restroom Building. Regardless of the condition of the existing 4" concrete side sewer a new 6" PVC side sewer is required per the Midway Sewer District. Additionally, a second parallel side sewer with grease interceptor is required from the Dining Hall's kitchen. This second sewer will connect to the 6" side sewer downstream from the grease interceptor.

Due to site constraints and the need to have good maintenance access to the grease interceptor the new side sewers will be routed to the south of the Picnic Shelter. The combined side sewers will then connect to an existing 8" sanitary sewer line in the west parking area.

A new sanitary side sewer connection to Sun Home Lodge will be made by extending the new side sewer for the Auditorium further east to the south side of the building. Previous design and permitting for replacement of the Auditorium's side sewer (currently being installed under a separate contract) factored in this sanitary sewer extension and included anticipated fixture counts for a renovated Sun Home Lodge.

As noted above, the west parking area will be repaved by late spring/early summer this year as part of a separate contract. The City of Des Moines prefers not to have this new pavement impacted by the proposed side sewer connection after the pavement overlay improvements are completed. As such, a new side sewer connection to the existing 8" sewer main within the parking area will be performed by separate contract prior to the repaving work. The side sewer will be extended into the lawn area and capped south of the Picnic Shelter for a future connection as part of the Dining Hall's new utility work.

Gas

New natural gas connections are proposed for the Dining Hall and Sun Home Lodge. The new gas line services and meters (if applicable) will be installed by the local gas purveyor.

An existing gas service line and meter exists to the west of the Founder's Lodge. The City of Des Moines is currently verifying the location of this gas meter and service line. The Dining Hall's previous gas line connection was from a tee in the gas line servicing the Founder's Lodge, downstream from the gas meter. It is assumed that a similar connection can be made to the renovated Dining Hall building.

An existing gas meter to Sun Home Lodge exists at the building's south side near the wood deck and stairs. A new gas service line connection to this meter could

possibly be via an extension of the service line to the Auditorium. (This proposed connection has yet to be confirmed.)

Power, Telephone and Data

Existing power and telephone services exist along the south and east sides of the park's entry road. New power, phone and data conduits to the Dining Hall, Sun Home Lodge and Auditorium will be designed, engineered and installed by others via a separate contract.

Sensitive Areas

Other than the creek corridor and its related stream setbacks and buffers, known wetlands exist to the south and east of Sun Home Lodge. Formal delineation has not been conducted of these wetland areas. Previous and current construction work limits for the Auditorium were designated by the City to be outside of these wetland areas.

Tetra Tech's flood control design includes a temporary sand bag berm at the east side of Sun Home Lodge. Ecology blocks will complete the temporary flood protection "berm" just passed the 19 foot contour line where the flood berm actually extends into the wetland area to the south of Sun Home Lodge. Tetra Tech has received approval for this work.

Landscape restoration and wetland mitigation plantings of the identified sensitive areas are under separate contract with Tetra Tech.

Site Landscape Restoration

Mixes of native plantings will be selected for landscape restoration areas near the southwest side of the Dining Hall and at the west (front), north and south perimeters of Sun Home Lodge. Special emphasis will be given to select plants that are adaptable to microclimates afforded by the buildings and to the seasonally saturated and dry soil conditions that exist at the site.

Lawn areas to the southwest of the Dining Hall and south of the Picnic Shelter will be restored to match pre-building renovation conditions and to provide open green space for larger gatherings and passive and active recreation.

Landscape restoration of the stream channel, stream banks and stream buffer mitigation areas up to and including the new flood walls/flood berms and creek access (for routine maintenance and dredging) are under separate contract with Tetra Tech.

DES MOINES BEACH PARK HISTORIC BUILDINGS STRUCTURAL NARRATIVE

Swenson Say Faget

March 30, 2010

EXISTING CONDITIONS:

DINING HALL

Existing Structure

The Dining Hall is a wood framed building located at the center of the site. It consist of three main bodies: a two story section to the north which holds bathrooms and kitchen, a single story gathering area with vaulted ceilings at the center, and a single story flat roofed room to the south. The roof over the north section is stick framed gable roof with dormers on each side. The roof over the center consist of 2x rafters supported on wood trusses bearing on a post and beam line to the east and exterior bearing wall to the west. Beams are supported on the posts with through-bolted wood corbels. The southern roof is flat and framed with 2x 12's spanning from east to west bearing wall. The roof appears to be sheathed in 1x shiplap with composition shingles covering. The floor framing consists of 2x joists running east west bearing on two interior beams lines and 2x4 exterior stud walls. The main floor is also wood framed with joists running east-west over steel framing supported on augercast piles. The upper floor is unfinished, while the main floor walls are finished with either wood panels or gypsum wall board. Exterior walls are finished with gypsum on the interior and sheathed with shiplap siding on the exterior.

Structural Condition

The building's primary structure appears in good condition. The roof, floors, wall framing, and other visible structural elements are free of apparent overstress and damage other than noted below. The main floor system and foundations were repaired or replaced in 2008 and are in new condition.

- The north end roof over the second story appears heavily modified and inadequately supported. There are missing or partially removed headers and bearing walls, cut collar-ties, and unsupported valley and ridge beams among other deficiencies.
- The wood corbels at the center post and beam line are separating from the posts.
- The exterior porch roofs are currently supported by temporary shoring and require permanent support.
- There is some evidence of wood decay at the bottom of the north wall and based on the history of flooding in the building it is possible that some of the sill plates and stud bases have some wood decay. We expect that this would be confined to the north exterior walls.

PICNIC SHELTER

Existing Structure

The existing Picnic shelter at Des Moines Beach Park is a single story wood framed building located at the west of the site across from the dining hall. The building has a pitched roof framed with 2x rafters with collar-ties and diagonal 2x bracing members. There is a change in the roof slope at quarter points of the width of the building and an existing pony wall and beam line at this location. The roof is sheathed with plywood over 1x shiplap and is covered with composition shingles. The structure is mostly open except for an enclosed storage and vending area at the north and a south exterior shelter wall. All walls are 2x4 stud construction with exterior shiplap siding applied directly to the studs. The interior spaces are unfinished. Exterior walls appear to bear on a six inch concrete strip footing. Size and presence of post footings are not known. A masonry fireplace and chimney have been removed from the center of the building.

Structural Condition

The shelter's primary structure appears in fair condition. The roof was recently replaced and sheathed in plywood. The roof framing appears in good condition with no evidence of overstress or decay. The upper walls also appear in good condition, but the sill plates and stud bases show evidence of severe wood decay. This and other deficiencies are described below.

- The wood framed stud walls were found to have severe deterioration of the sill plates and lower studs. Some studs at the north end of the building were found cut approximately 6" from the sill with a short section of stud sistered to the original. Sistered studs appeared too short and inadequately nailed.
- Wall framing does not meet minimum code requirements for clearance from the ground.
- A beam at the north-east corner of the building was found unsupported. It appears that its supporting post is missing.
- The knee braces supporting the outer quarter roof span appear inadequately anchored to their supporting beam. The braces appear anchored with two or three toe nails.
- There is a large section of wall missing at the fireplace.

SUN HOME LODGE

Existing Structure

The existing Sun Home Lodge is a two story wood framed building located at the northeast of the site. The building has a gabled roof framed with cedar shingles over plywood and skip sheathed decking on 2x rafters with ceiling collar-ties. The upper floor framing consists of 2x joists running east west bearing on the interior hallway walls. The main floor is also wood framed with joists running in the east west direction. These joists are supported on a foundation of posts and beams which run perpendicular to the framing. Posts bear on isolated concrete footings. In many cases "posts" consist of stacked wood blocking, sections of cut stump, and concrete block. The interior walls are finished with gypsum or lath and plaster. Exterior walls are finished with gypsum or lath and plaster on the interior and sheathed with shiplap on the exterior. A wood framed deck occupies the west side of the building. A pair of exterior, wood framed, stairs originate from the deck to provide access to the second floor at the north and south elevations. The stairs are supported on knee braces anchored to the exterior walls. A small wood framed porch and stair provides access to the first floor at the north elevation.

Structural Condition

The roof, floors, wall framing and other elements of the primary structure appear to be in generally good condition. The roof, floors, wall framing, and other visible structural elements are free of apparent overstress and damage other than noted below.

- Exterior walls on the east show significantly more weathering than the other elevations and there are about half-dozen holes in exterior wall on that side of the building.
- The two exterior stairs, deck skirting, and small porch show evidence of wood decay and the south stairs have excessive deflection mid span.
- The guard rails at the stairs show evidence of wood decay and deck are damaged and missing most balusters.
- The foundation posts and beams show evidence of wood decay and foundations show evidence of settlement.
- Wood posts, beams, joists, and deck skirting does not meet minimum code requirements for clearance from the ground.

BASIS OF DESIGN SCOPE

Following is our understanding of the code requirements for triggering seismic and wind upgrades in each of the buildings.

Dining Hall: The dining hall was raised approximately four feet which has caused an increase in wind load of approximately 5%. According to the 2006 IBC, chapter 3403.4, this increase in force triggers a seismic and wind upgrade to the building.

Picnic Shelter: The Picnic Shelter renovation is not considered a substantial alteration and any work to improve the structural performance of the shelter for seismic or wind load is voluntary. Our recommendations result in performance similar to that of a new building, but a lower performance level could be selected.

Sun Home Lodge: The Sun Home Lodge's foundation is not stable under lateral loads and the building can be considered in dangerous condition. In our opinion, foundation should be repaired prior to occupancy. When re-occupied, the building will undergo a change of use, from unoccupied to office use. The change of use will trigger a seismic evaluation and upgrade per IBC, chapter 3406.4. Our recommendations result in performance similar to that of new building for both wind and seismic. Since wind loading loads are substantially higher than seismic loads, and retrofitting the building to meet wind requirements is voluntary, a lower performance level could be selected.

Following is the basis of our recommendations:

Gravity Systems: Except where the existing structure is appears inadequate for the expected loads, damaged, or will be modified, we assume that the existing joists, beams, and other gravity framing are adequate to carry required dead and live loads. We understand that the buildings are not undergoing a change in use.

Lateral Systems: Lateral systems were analyzed for wind and seismic loads to provide a baseline for recommendations. The design wind loading is based on an 85mph fastest gust wind speed per ASCE 7-05; as the site is situated near the beach at Puget Sound, the wind exposure category is exposure D. The design seismic loading is per ASCE7-05 which uses the 2/3 of the MCE spectral accelerations. Wind loads governed the lateral design in all cases. The following recommendations are based on bring the buildings to current code level for both wind and seismic.

DINING HALL

Gravity System:

- Replace missing bearing walls, headers, and collar-ties at roof framing of the second floor. Approximately 60' of bearing wall requires replacement. Some additional framing may be required in the upper floor to support the roof loads.
- Repair or replace wood corbels and anchor to the posts with larger diameter through bolts. Anchor beams to the corbels with vertical lag screws.
- Provide new posts and foundations to support exterior porches.
- Replace decayed wood framing in kind.

Lateral System:

The first floor existing building construction is inadequate to resist both the seismic and the wind loads for the site under current building codes. We recommend sheathing the existing wood walls to increase the building lateral resistance.

- Strengthen the exterior walls with ½" plywood sheathing to the interior face of the existing exterior walls. Nail with 8d@ 6" on-center.
- Add new interior wood shear walls or lateral element along grid 8 and in the vicinity of grids 4 or 5.
- Upgrade the connection of the walls to the roof and floor diaphragms (this may be accomplished by adding framing clips)
- Add straps around window openings to reduce overturning forces.
- Add holdowns at the end of the wall piers

PICNIC SHELTER

Gravity System:

A new sill plate should be provided wherever the existing sill plate is deteriorated. New studs should be provided for the full height of the wall where the existing studs are deteriorated.

- Where wood framed stud walls were found to have severe deterioration new sill plates should be provided. New studs should be provided for the full height of the wall where the existing studs are deteriorated or spliced.
- The missing 4x4 post at the north-east end of the building should be replaced.
- The knee braces supporting the outer quarter roof span should be fastened to meet code snow loads using countersunk 1/4" lag screws.
- Wood stud wall at the fireplace should be replaced with new 2x4 stud wall.
- We recommend raising the existing building to provide a minimum of 6" clear between the ground and wood siding. This may be accomplished by lifting the building, or removing the lower 6" of framing. In either case, we recommend casting a new 6" stem wall on top of the existing foundation. The new stem wall should be epoxy doweled to the existing foundation with #4 dowels at 18 inches on center. If the building is lifted, concrete pilasters could be added to existing post footings, or the existing wood 4x4 posts may be replaced with longer posts. We also recommend providing a 4" slab-on-grade in the interior. If exterior slab-on-grade is replaced, it should be sloped away from the building.

Lateral System:

The existing building construction is inadequate to resist both the seismic and the wind loads for the site under current building codes.

- We recommend sheathing the existing wood walls to increase the building lateral resistance. Provide 1/2" sheathing with 8d nails at four inches on center for the north wall between the window openings, the south wall each side of the window openings, the wall between the storage and picnic areas, and the walls at the east and west of the main storage room (in line with the roof slope change). The sheathing may be placed on the inside of the walls to reduce disruption to the exterior finishes.
- In addition to the sheathing and nailing, the rim joist rafters should be properly anchored to the top plate with H1 clips at the shearwalls.
- New holddowns should be placed at each end of the walls and the sill plate should be anchored to the foundation with new anchor bolts.
- In new construction, we would provide significantly greater anchorage of the existing roof structure to beams and posts. The increased anchorage is necessary to resist wind uplift loads. Given the historic nature of the building, it is unclear whether or not the full anchorage force can be resisted without using light gage framing clips which may not be acceptable from a historic perspective.

SUN HOME LODGE

Gravity System:

- The east wall should be investigated to determine the cause of the holes. In some cases, holes may be used by nesting animals or birds. Some species of animal and bird are attracted to wood framing by the presence of wood destroying insects. Wall cavities should be investigated and if necessary cleaned and repaired.
- Exterior stairs should be repaired, and guard rails replace. Guard rails should be anchored to the structure to meet minimum code requirements. Stair knee braces should be anchored to sufficient interior structure to meet 100 psf exiting loading, or the stair should be redesigned with vertical post support.
- We recommend installing a new foundation to replace the existing post and beam foundation. At the exterior perimeter of the building we recommend placing a conventional eight inch concrete stem wall with an 18" wide x 12' thick footing. At the interior of the building we recommend providing four 10" wide x 12" thick concrete grade beams. The grade beams should run below the north south beam line between the kitchen and the great room, below the east west interior shear walls and at one additional location centered between the shear wall grade beams and running parallel to them. The grade beams should be tied into the exterior stem wall foundation or to perpendicular grade beams. Where the new grade beams do not align with the existing interior post locations new beams should be installed to replace the existing 6x8 beam lines. All new foundations should be pin pile supported with 4" diameter pin piles at approximately four feet on center.
- New gravity support is required where modifications are made to the existing building at along the hallway and between the kitchen and the great room. Based on the schematic design plans, a total of nine new beams will be required. These include four new beams in a line between the kitchen and the great room, two new beams in the men's bathroom where existing partition walls are being demolished, and three new beams in the hallway by the kitchen and women's restroom. We anticipate the new beams will be solid sawn or glulam beams with a maximum depth of 12". The beams will be installed below the existing upper floor joists.

Lateral System:

The existing first floor building construction is inadequate to resist both the seismic and the wind loads for the site under current building codes.

- We recommend sheathing the existing wood walls to increase the building lateral resistance. The sheathing may be placed on the inside of the walls to reduce disruption to

the exterior finishes. Provide ½" sheathing with 8d nails at six inches on center for the east exterior wall of the building

- Provide ½" sheathing with 8d nails at four inches on center for the north wall to the left of the door opening, the south wall between the door and the windows, the wall between Room 3 & Room 4, and the wall between the women's and men's restrooms.
- Provide ½" sheathing with 8d nails at 2 inches on center for the west wall of the building. In addition blocking and strapping should be provided around the window openings at this line. Additional studs should be added, as required, to achieve the tight nail spacing. This includes, at a minimum, installing a 4x4 post at all panel joints and at each side of the windows. It may be beneficial to increase the stud size to a 6" nominal member at this location as well.
- In addition to the sheathing and nailing above, the rim joist of the upper floor should be properly anchored to the top plate with A35 clips.
- At the new interior shearwalls, a new wood drag strut should be provided to transfer the load into the walls. This will be a wood member that can be sized so that it fits within the joist space.
- At the new exterior shearwalls, the sill plate should be anchored to a new concrete stemwall foundation with new anchor bolts.
- Hold downs should be placed at each end of the new shearwalls with bolts into the foundation.

THE GREENBUSCH GROUP, INC.

March 29th, 2010



Matt Hamel
BOLA Architecture + Planning
159 Western Ave W. Suite 486
Seattle, Washington 98119

Re: *Site Visit*
Des Moines Beach Park Historical Buildings

The following memo documents our site visit to the Dining Hall and Sun Home Lodge on March 19th, 2010 and our recommendations for future work.

Dining Hall Building Services:

Building services (Water, Waste, Gas) are not operational. When reconnected, all services must be sized to accommodate new and future loads to the space.

The gas pipe serving the space is routed on the exterior, from the southwest corner of the building, over the flat roof to the mechanical space east of the kitchen. The City should only consider the re-use of the gas pipe after it has been proven to be in operable condition and leak-less. We recommend an inspection and pressure test be performed if it is desired to reuse the pipe.

Domestic Water Service to the building will need to be routed to the mechanical room and provided with new back-flow prevention devices. A determination of the most convenient connection point to the site water service will need to be determined.

Domestic Hot Water to the space was provided by a gas-fired water heater. The Water Heater will need to be replaced and sized to accommodate any future kitchen build outs.

A new waste will need to be routed from the building to an existing sewer line to the west of the building. This new line will be 4-in diameter pipe. Routing will need to consider placement and access for a grease interceptor if the Dining Hall kitchen is upgraded to a commercial kitchen facility.

Dining Hall HVAC:

The building's current design is Heating and Ventilation only. Heat is provided by gas-fired unit heaters and ventilation is by natural ventilation via operable windows. One unit heater is located in the southwest corner of the dining hall and another smaller unit heater is located in the southwest corner of the sun-room (Kaffe Stuga).

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The unit heaters appear to be in serviceable condition; showing no major signs of damage or wear. Both units are manufactured by Reznor. Neither unit indicates the heating capacity of the unit. Based on the gas pipe diameter, flue diameter and rough unit dimensions we can estimated the heating capacity.

We typically estimate a new construction space (built to today's code minimum envelope standards) to require approximately 25-BTU/SF. We estimate that these units total approximately 120,000-BTUs and that they serve ~4100-SF (including the kitchen, dining hall, office, sun-room.)

This is approximately 29-BTU/SF. Based on the existing envelope conditions (poor insulation, single-pane glass, etc.) we would not consider this to be an adequate amount of heating for design winter conditions. If we exlcude the kitchen area this increases the heat-per-area to approximately 45-BTU/SF. This is more than sufficient for space heating during the winter. (This assumes that the kitchen either generates enough heat as to not require heating or that supplemental heating is added to the kitchen.)

The City may elect to re-use the existing Units if they can be made operational. To re-start these unit heaters we would recommend that they be inspected and tested by a manufacturer's representative. Gas and Electrical services would need to be provided to the Unit Heaters in order to test their operation.

When tested the capacity of the units can be verified and we can asses the need for any additional heating the space may need. If the City elects to not add additional capacity then some days during the winter the space will not be able to maintain temperature set point. It is unlikely that on such days the temperature would ever drop low enough to risk freezing any pipes.

Also, because the envelope is so poor (particularly the glazing) occupant comfort will never be 100% satisfactory. There will be some hot spots and some cold spots in the system and proximity to the windows will feel cool due to radiant effects from the "cold" glass.

If re-used the flue on the main hall unit heater would need to be removed and reinstalled. The penetration at the roof is no longer properly sealed, light is visible from below.

The main hall has three existing destratification fans. These should be removed and replaced with larger fans for circulating more air.

Thermostat and fan switches should be replaced with new to provide a modicum of scheduling capability for the heating system.

The restrooms are served by individual electric unit heaters. The have taken severe water damage and should be replaced to provide heat and freeze protection to the restrooms.

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No heat is currently provided to the second floor of the space. If the second floor becomes zoned for occupancy, heat and ventilation will be required. If no heat is provided then some degree of electric strip heat for freeze protection will be required on any plumbing and piping routed to that floor.

If supplemental heat is required anywhere in the space it may be preferable to install local electric resistance wall unit heaters instead of increasing the capacity of the gas fired unit heaters. This would more evenly heat the spaces far away from the unit heater locations. Electrical upgrades would be required to facilitate the addition of the electric heating load.

Dining Hall Ventilation:

The restrooms each have an Exhaust Fan which should be replaced and sized based on the latest ventilation code. A building time clock should be installed to operate the fans during occupied intervals.

No other mechanical ventilation is provided. Portions of an old kitchen hood remain but the hood is not operational. All other spaces are provided with operable windows and doors for the purpose of natural ventilation. Verification with the most current building code requirements for natural ventilation must be completed.

Dining Hall Kitchen Hood/Fan:

A new Kitchen Exhaust Fan will be required to replace the existing inoperable unit. If a fully commercial kitchen or kitchen hood is installed then provisions for a Make-Up Air unit will also need to be made. This will involve a gas-fired heating element, additional duct work, structural assessment/upgrades, and additional electrical requirements.

Dining Hall Plumbing:

Plumbing fixtures have been mostly removed from the building. Restroom Water Closets and Lavatories will need to be replaced. Some kitchen equipment remains in place but may no longer be serviceable. Design of the kitchen build-out will determine the extent of replacement.

Dining Hall Fire Sprinkler:

The building is to be sprinkled throughout per the Building Official's requirements. Currently there is not a sprinkler system in the space.

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Sun Home Lodge:

The Lodge is provided with electric baseboard heat throughout. Units appear to be functioning properly. Several are making loud clicking noises symptomatic of their age and wear. The City may elect to replace these as they are likely nearing the end of their service life.

Ventilation in this space is completely by natural ventilation and will need to be verified against the most current building codes for compliance. The addition of an attic fan or side wall exhaust fan to the second floor may be beneficial to vent hot air during the summer months.

We would recommend that plumbing fixtures be replaced with low-flow alternatives. And a new Domestic Hot Water Heater be installed to service the restroom and renovated kitchen facilities in this space. Domestic Cold Water and Waste lines will need to be replaced to accommodate the updated building.

Gas-Meter location is extremely close to the entry and porch. Relocation of the gas-meter may be required to mitigate the risk of noxious odors entering the building while the door is open.

Waste is currently disconnected. The new Auditorium waste line has been sized to accommodate the Lodge. A connection to this new waste line will be required. This Waste will be routed south to a manhole located slightly SW of the Auditorium building.

No Fire Sprinklers are installed in this building and there is no Building Official requirement to provide Fire Sprinklers to the space. The City may elect to install a Fire Sprinkler system voluntarily.

General:

Any and all new work will be required to comply with the latest applicable codes and ordinances. Heating load calculations will be performed on both spaces to verify the heating demanded by the envelope.

Sincerely,
The Greenbusch Group, Inc.

Jack Burgess



Des Moines Beach Park Historic Buildings Program

DATE: March 30, 2010

An Electrical assessment was conducted on March 19 2010 at Des Moines Beach Park on 3 of the buildings on site the Dining Hall, Picnic Shelter and Sun Home Lodge.

Dining Hall: It was discovered that the electrical service was disconnected to the building. With this scenario, none of the existing electrical devices within the building could be check for serviceability. After entering the building, it was noticed that many wiring methods have been used over the years, to accommodate electrical upgrades. All existing branch circuiting will need to be removed through out the entire building. It has been determined that a new electrical panel will have to be installed to provide electrical service to include all new branch circuiting to all electrical devices. Such as, light fixtures, receptacles, kitchen equipment and HVAC equipment. It was also assessed that all life safety systems, such as Fire Alarm and Egress lighting will have to be upgraded/provide. It is possible that the existing transformer that is on site my have to be upgraded to serve the new loads within the Dinning Hall, such as the addition of heating/kitchen loads. The transformer did not list the KVA rating on it, PSE will have to be contacted to see if the existing transformer can handle the new loads.

Picnic Shelter: The Picnic Shelter had electrical service at the time of the electrical assessment. A few of the light fixtures under the picnic area worked intermittently. I recommend that they be replaced with new-lensed fixtures due to corrosion on the existing fixtures. If the building has to be raised to avoid potential future flooding the electrical service may need to be extended to accommodate the building height.

Sun Home Lodge: The Sun Home Lodge has electrical capacity to accommodate the remodel of the kitchen to serve equipment such as dishwasher, refrigerator, cook top/range, microwave and 1 or 2 catering sinks.

DINING HALL-BASE BID

- 1) Reconnect Electrical Service to Dining Hall from Transformer.
- 2) Provide new 240/120V 400A or 240/120V 600A surface mount Electrical Panel. Electrical Panel size to be determined after load calculation is completed.
- 3) Provide 30,40,50,60 amp receptacles to Kitchen area to serve future loads.
- 4) Remove all existing branch circuiting to include all conductors, romex and knob/tube wiring though the entire building.
- 5) Provide power connections to new baseboard heaters, per mechanical.
- 6) Reconnect Telephone service from adjacent building.
- 7) Provide new branch circuit wiring to all electrical devices, light fixture, receptacles, etc.
- 8) Add new Fire Alarm system, as per code. To include smoke detectors, horn strobes, and pull stations.

- 9) Provide LED illuminated Exit signs.
- 10) Provide Egress Lighting on both floors, as per code.
- 11) Maintain existing Pendant cord and plug lighting.
- 12) Provide new Fluorescent lighting through out first floor. Provide new fixtures, unable to determine serviceability of fixtures, due to no electrical service to the building.
- 13) Provide exterior egress lighting.
- 14) Potentially upgrade existing transformer to accommodate new electrical loads.

PICNIC SHELTER – BID ALTERNATE NO. 1

- 1) If required, extend electrical service if building is raised.
- 2) Provide weatherproof strip lighting underneath canopy to meet code.

SUN HOME LODGE – BID ALTERNATE NO. 2

- 1) Extend existing circuits/outlets in Kitchen area.
- 2) Provide branch circuiting to serve new Kitchen equipment.
- 3) Provide Fire Alarm/Smoke Detectors, as per code.

SITE

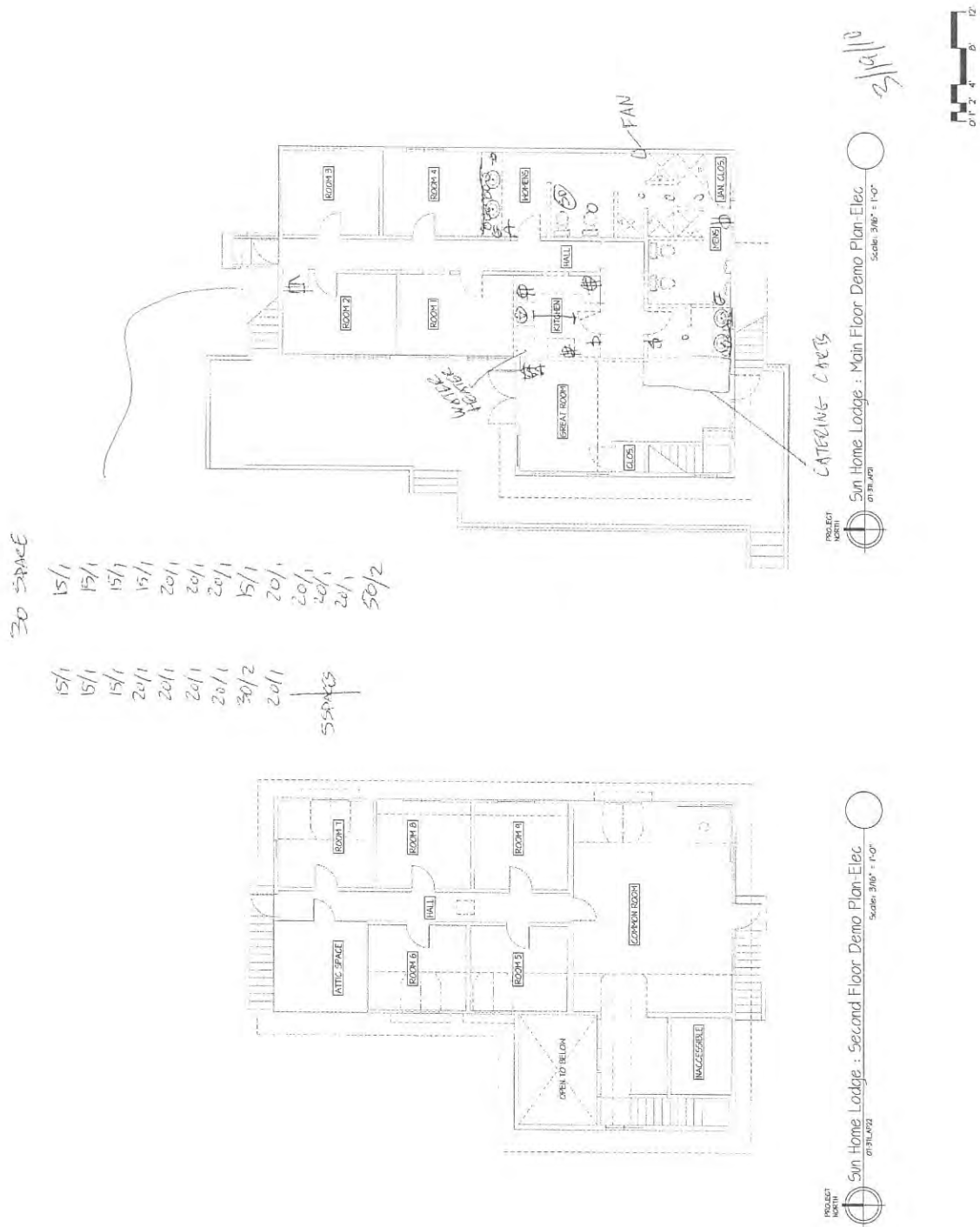
- 1) Provide trenching/cut and patching and provide conduit and conductors from existing transformer to Dining Facility.
- 2) Site lighting (limited)

RESTROOM (WOOD SHOP)

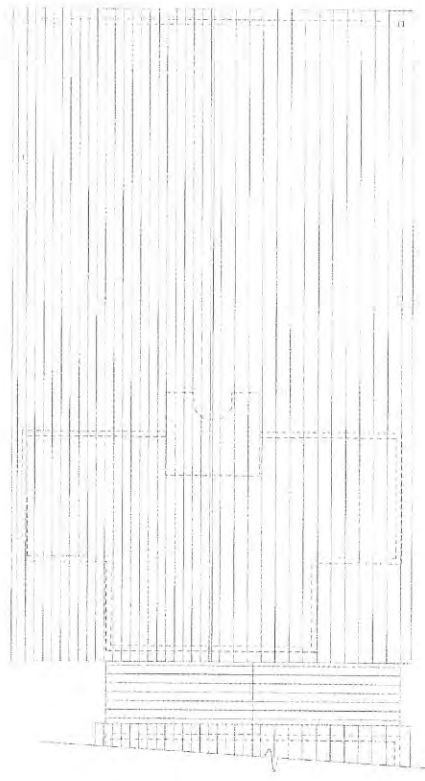
- 1) No work this building.

END OF HISTORIC BUILDINGS PROGRAM

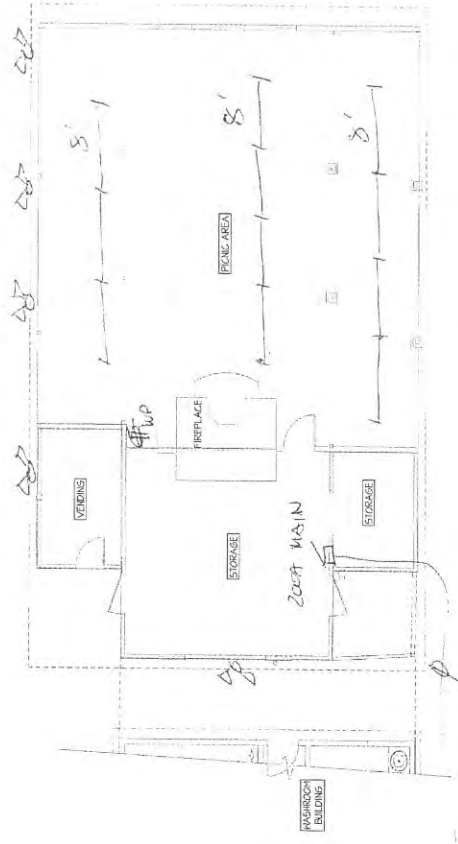




PROJECT NORTH	PROJECT NORTH	PROJECT NORTH	PROJECT NORTH	PROJECT NORTH
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PROJECT NORTH
Picnic Shelter : Roof Plan-Electrical
Scale: 3/16" = 1'-0"



PROJECT NORTH
Picnic Shelter : Floor Plan-Electrical
Scale: 3/16" = 1'-0"

30/2
20/1
20/1
20/1
15/1
20/1
20/1
30/2
15/2

2/19/10



4. CODE ANALYSIS

A Pre-Application Meeting was held on December 16, 2009 with the City's Building Department, Fire Department, and Public Works Department. Discussion points focused on determining the minimum required repairs and upgrades in order to reoccupy the buildings. This informative meeting served to refine the initial basis of design scope, and code analysis. Meeting minutes are included in this report.

Applicable Codes:

2006 International Building Code (IBC) with Washington State Amendments

DINING HALLOccupancy Class (Chapter 3):

First Floor:	4,423 GSF	A-3	Assembly Occupancy
Second Floor:	1,541 GSF	A-3	(ancillary office)

The second floor was historically used as a residence for cook staff, but will no longer be a residential function. It may be used as office space associated with the assembly occupancy below. The building will be sprinklered throughout. In lieu of assigning a B occupancy to the second floor, the sprinkler system allows the A-3 occupancy to be two stories, (IBC 504.2), and thus does not require a fire separation between the two floors.

Height and Building Areas (Table 503):

Allowable Area:	6,000 sf (existing 4,423 sf, no change proposed → OK)
Allowable Stories:	1 (existing 2 stories → NOT OK, add sprinkler throughout)
Allowable Height:	40 feet (existing 31' +/-, no change proposed → OK)

Construction Type (Table 601): V-B

The building will be equipped with an approved automatic sprinkler system throughout.

Occupant Load / Egress (Table 1004.1.1):

First Floor:

Assembly area (South end):	2,768 sf	
Assembly (Tables & Chairs) = 15 sf/person nsf →		185 occupants
Kitchen area:	842 sf	
Kitchen, Commercial = 200 gsf →		4 occupants
Storage areas:	179 sf	
Accessory Storage/Mech = 300 gsf →		1 occupant
TOTAL		190

Under 500 Occ = 2 exits

Second Floor:

Occupiable Office space:	1,034 sf	
Business use = 100 sf/person →		10 occupants
Only one exit (stair) is provided, so occupancy is limited to under 10.		

Plumbing (Table 2902.1):

First Floor:

Assembly area = 2,768 sf

Group A assembly space = 30sf/person → 92 occupants

MaleFemale

46

46

Second Floor:

Occupiable Office space: 1,034 sf

Group B = 200sf/person → 5 occupants

23

Total occupants:

48

49

Req'd WCs per person: Male: 2:26-75, Female: 2:26-75

2 WCs

2 WCs

Req'd Lavatories: 1 per 2 WCs

1 Lav

1 Lav

PICNIC SHELTEROccupancy Class (Chapter 3):

Floor Area: 2,198 gsf

U

Utility Occupancy

Height and Building Areas (Table 503):

Allowable Area: 5,500 sf (existing 2,198 sf, no change proposed → OK)

Allowable Stories: 1 (existing 1 story, no change proposed → OK)

Allowable Height: 40 feet (existing 18'-4" +/-, no change proposed → OK)

Construction Type (Table 601): V-BOccupant Load / Egress (Table 1004.1.1):

Open area (south end): 1,422 sf

Assembly (tables & chairs) = 15 nsf →

95 occupants

Storage Areas: 575 sf

Accessory Storage/Mech = 300 gsf →

2 occupants

Plumbing (Table 2902.1):

N/A

SUN HOME LODGEOccupancy Class (Chapter 3):

First Floor: 1,477 gsf

B Business Occupancy

Second Floor: 1,477 gsf

B Business Occupancy

The building was historically used as a women's dormitory. The proposed use is a business occupancy, with functions to support the adjacent Auditorium.

Height and Building Areas (Table 503):

Allowable Area: 5,500 sf (existing 2,198 sf, no change proposed → OK)

Allowable Stories: 1 (existing 1 story, no change proposed → OK)

Allowable Height: 40 feet (existing 18'-4" +/-, no change proposed → OK)

Construction Type (Table 601): V-B

Occupant Load / Egress (Table 1004.1.1):

First Floor:

Office space: 1,477 sf

Business use = 100 sf/person →

15 occupants

Second Floor:

Occupiable Office space: 1,105 sf

Business use = 100 sf/person →

11 occupants

Plumbing (Table 2902.1):

First Floor:

Office area = 1,477 sf

Group B = 200sf/person → 7 occupants

Male
3Female
4

Second Floor:

Occupiable Office space: 1,105 sf

Group B = 200sf/person → 6 occupants

3
63
7

Total occupants:

Req'd WCs per person: Male: 1:1-15, Female: 1:1-15

1 WCs

1 WCs

Req'd Lavatories: 1 per 2 WCs

1 Lav

1 Lav

5. BASIS OF DESIGN SCOPE

After an early assessment of budget, scope and priorities, the City provided direction to consider the three buildings discretely, such that they might be bid together, separately, or as alternates pending the bid climate. The Dining Hall is the highest priority to rehabilitate, while the Picnic Shelter and Sun Home Lodge are to be considered as alternates.

A. <u>DINING HALL – BASE BID</u>	4,423 SF x \$123/SF = \$542,950
	1,541 SF x \$50/SF = <u>\$77,050</u>
	\$620,000

The City would like to reopen the Dining Hall for use similar to that before the flood damage and the addition of the new piling foundation. The proposed program is as follows:

- 1) Add exterior decking, stairs, railings and accessible ramps; resupport entry canopies
- 2) Rearrange kitchen and improve the Kitchen/Pass thru Area
- 3) Replace kitchen appliances to current health code; add grease interceptor; allow for future addition of commercial venting system
- 4) Provide new accessible restrooms on the 1st floor
- 5) Weatherstrip existing doors and windows for energy efficiency and provide new hardware as required for security, egress and accessibility
- 6) Replace GWB and other interior wall and floor finishes; insulate exposed cavities
- 7) Insulate floor
- 8) Provide chase for plumbing to the 2nd Floor (cap off for future use)
- 9) Add fire sprinkler system (including 2nd floor) and Fire Control Room
- 10) Improve heating as recommended by mechanical engineer
- 11) Provide ventilation as required by code (and as recommended by mechanical engineer, if funding is available)
- 12) Reconnect all utilities, including water, sanitary sewer, storm sewer, power, telephone, gas
- 13) Improve outdoor paving
- 14) Improve site drainage and grading

- 15) Upgrade electrical system as required by code to re-occupy the building
- 16) Add fire alarm
- 17) Retain existing lighting, where possible; add exterior building and site lighting
- 18) Evaluate structural system; provide recommendations for roof and floor framing; modify structure as approved
- 19) Provide soldier pile/timber retaining wall and paving at east side
- 20) Interior and exterior paint
- 21) New downspouts to grade; new gutters as needed
- 22) Handrails at interior stair
- 23) Hazardous materials abatement / handling
- 24) Coordinate with Des Moines Creek dredge and berm wall installation

B. PICNIC SHELTER – BID ALTERNATE NO. 1 (\$150,000 / 2,055 SF = \$73/SF)

The City wants to reopen the Picnic Shelter in conjunction with the opening of the Dining Hall in 2011. Funding is limited so this work will be the minimal amount needed, and bid as an alternate.

- 1) Raise building if required for new grading arrangement and structural stabilization
- 2) Repair structural roof supports (replace columns and footings)
- 3) Replace interior concrete slab
- 4) Repair interior finishes; repair south wall and hearth
- 5) Interior and exterior paint
- 6) Hazardous materials abatement / handling
- 7) Add barbeque fire boxes

C. SUN HOME LODGE – BID ALTERNATE NO. 2 (\$189,500 / 1,477 SF = \$128/SF)

If funding is available, the City would like to open the Sun Home Lodge to provide a catering kitchen, and improved restroom facilities on the 1st Floor. No work is proposed for the 2nd Floor. This scope will be bid as an alternate.

- 1) Provide ADA access; replace ramp, repair decking and railings
- 2) Allow for future ramp between SHL and Auditorium
- 3) Provide ADA restrooms; with one shower each
- 4) Clean interior wall and floor surfaces
- 5) No work on 2nd Floor
- 6) Weatherstrip existing doors and windows for energy efficiency and provide new hardware as required for security
- 7) “Open up” Kitchen; add serving bar for concessions; provide dishwasher, refrigerator, cooktop/range, microwave, and 1 or 2 catering sinks.
- 8) Add fire sprinkler system (including 2nd floor) – needs to be confirmed with owner.
- 9) Upgrade electrical system as required by code to re-occupy the building and for future use
- 10) Add fire alarm
- 11) Retain existing lighting, where possible
- 12) Reconnect utilities, including water, sanitary sewer, storm drainage system, power, telephone
- 13) Evaluate structural system and provide recommendations and design for roof, floor framing and foundations
- 14) Interior and exterior paint
- 15) Hazardous materials abatement / handling

6. BIBLIOGRAPHY

Previous reports and documents have aided in the guidance of these recommendations:

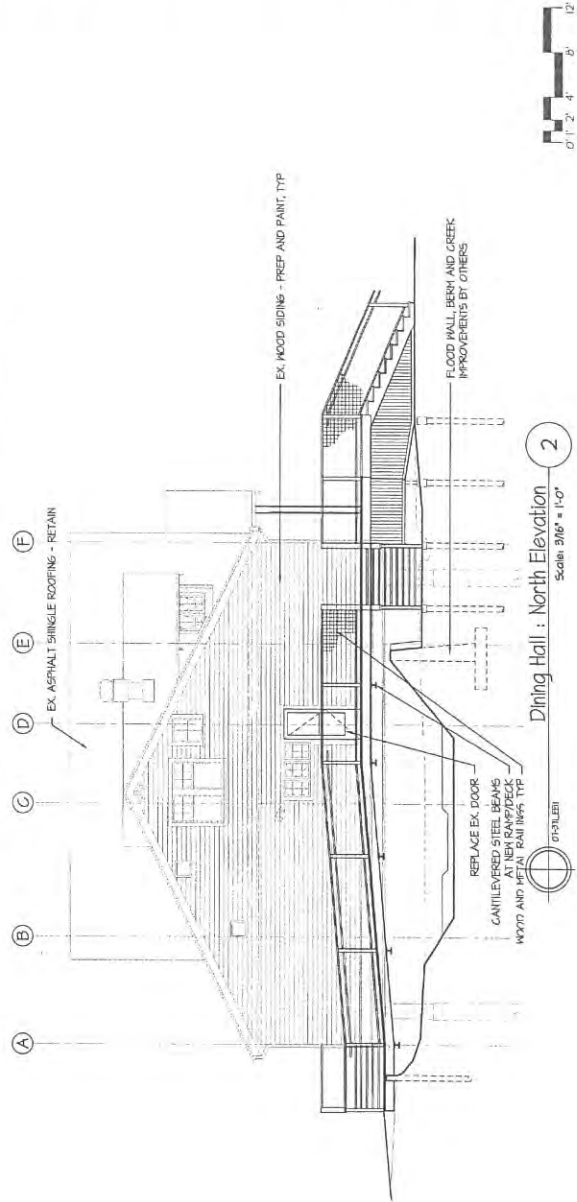
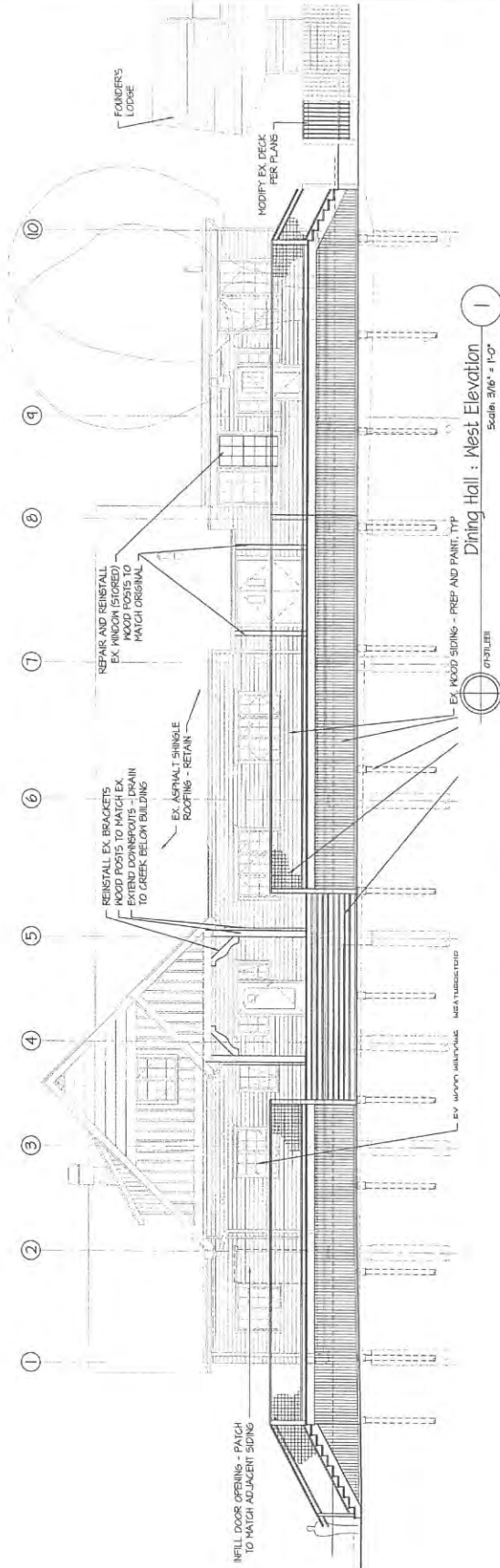
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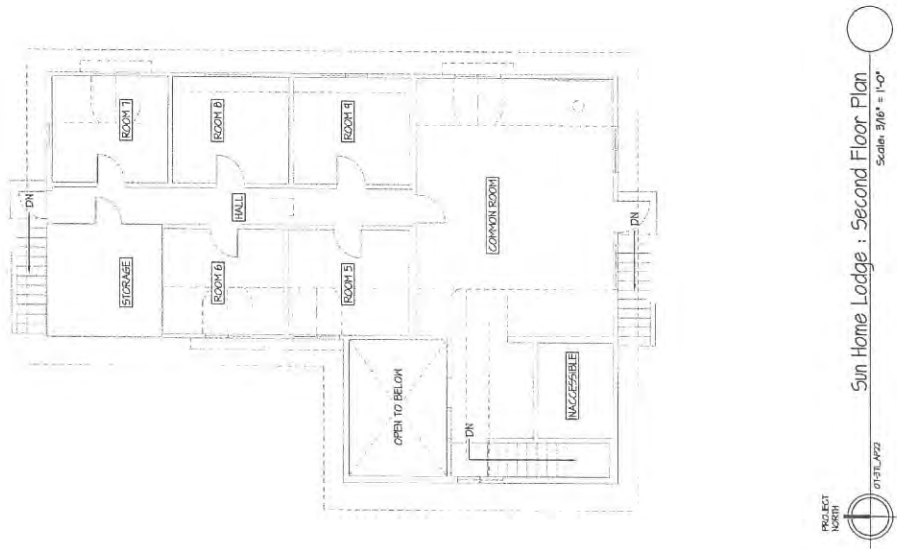
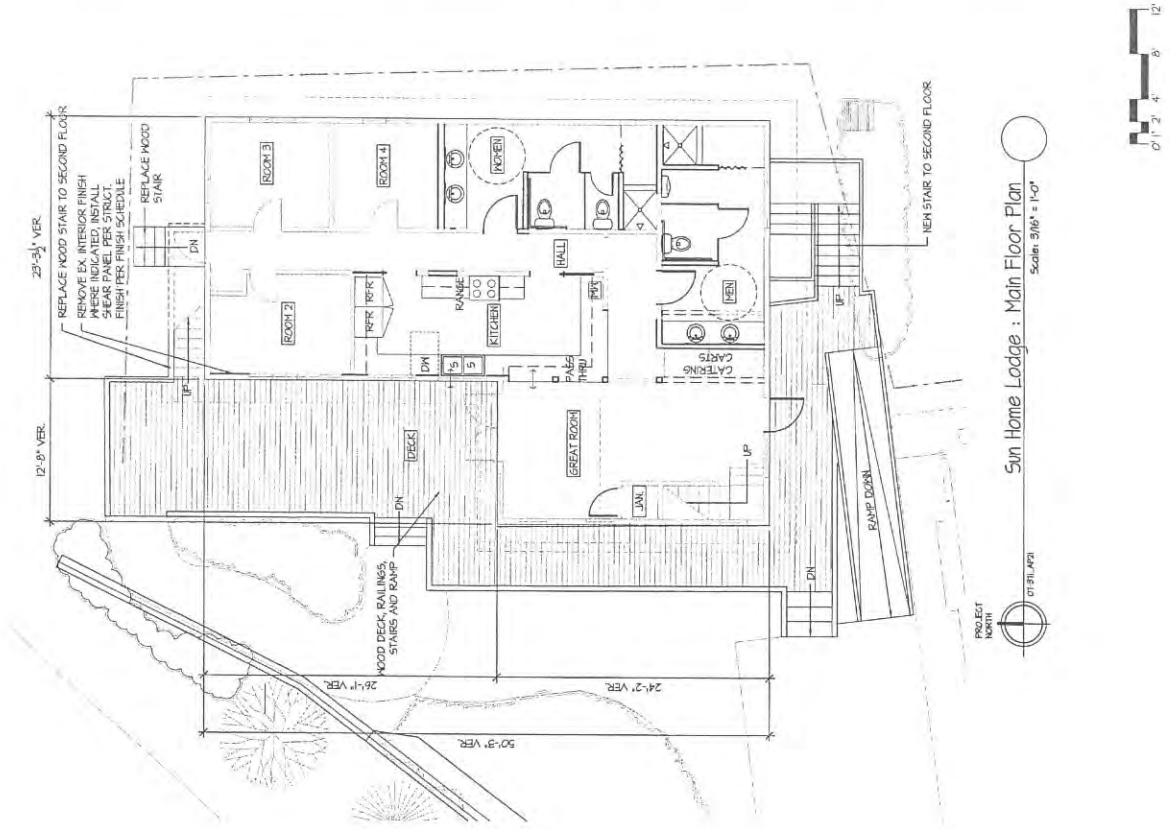
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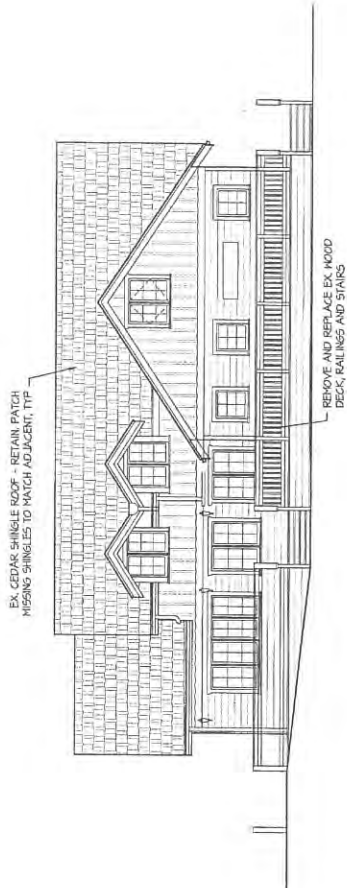
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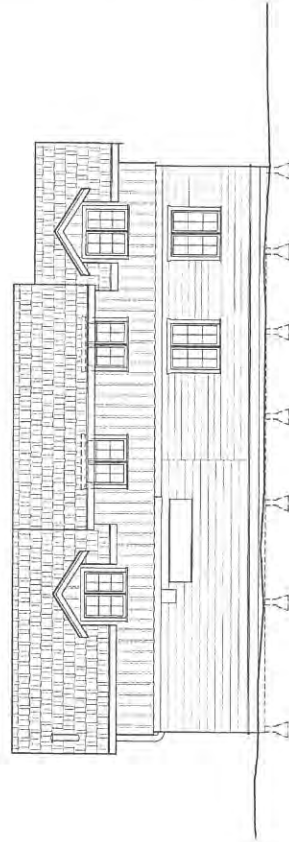
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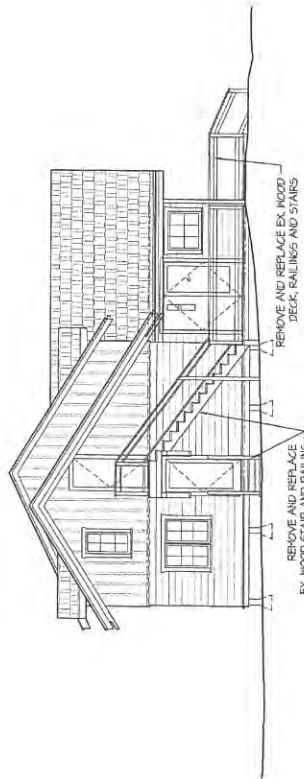





 Sun Home Lodge : West Elevation
 Scale: 3/16" = 1'-0"




 Sun Home Lodge : East Elevation
 Scale: 3/16" = 1'-0"

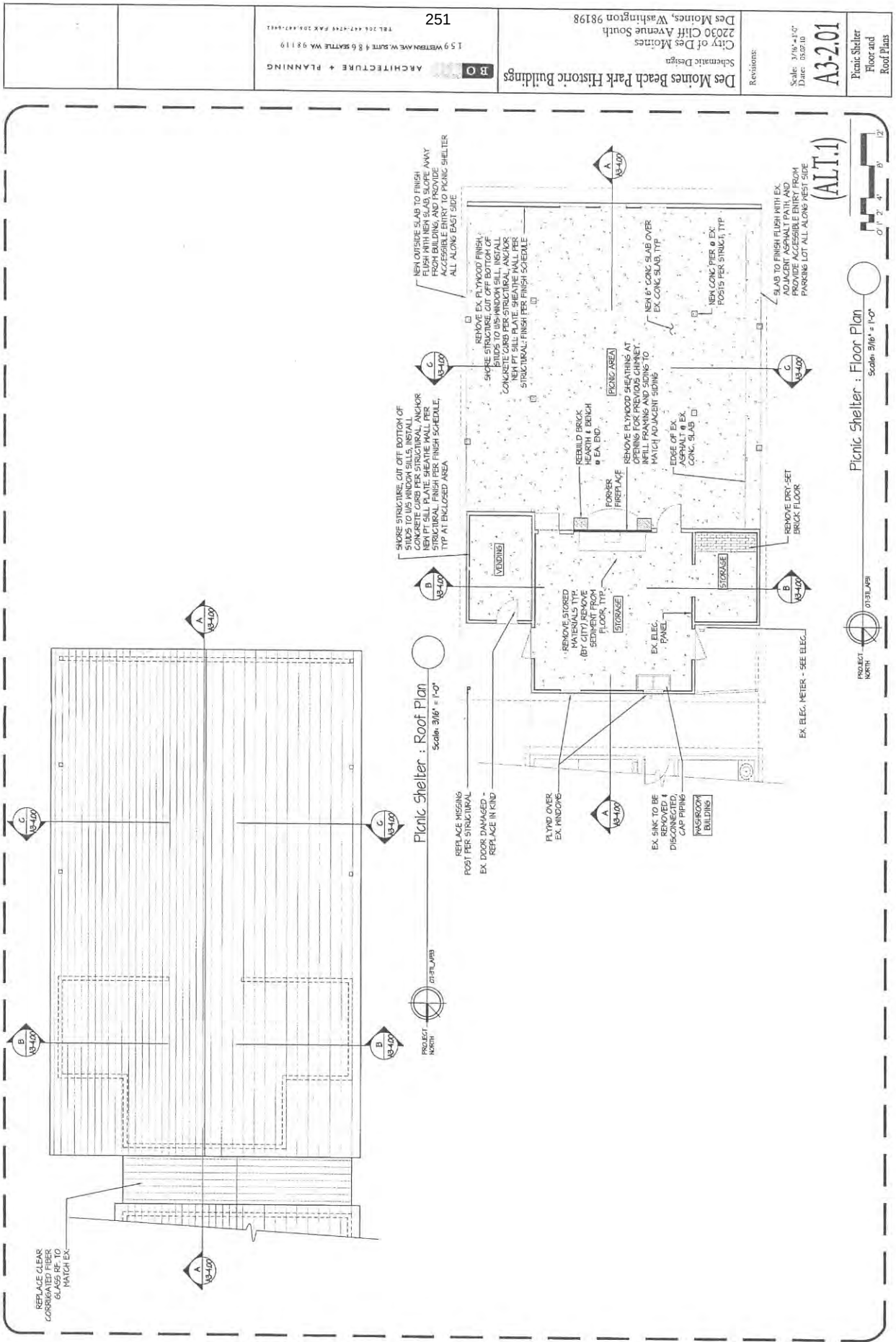



 Sun Home Lodge : North Elevation
 Scale: 3/16" = 1'-0"




 Sun Home Lodge : South Elevation
 Scale: 3/16" = 1'-0"





MEETING NOTES

DATE: March 310, 2010

RE: Des Moines Beach Park Historic Buildings Rehabilitation Pre-Application Meeting

TO: Patrice Thorell, City of Des Moines Building

FROM: Rhoda Lawrence

On December 16, 2009, we met with you and members of the City of Des Moines Planning, Engineering, and Building Departments to discuss permit and occupancy requirements for the reopening of three historic buildings at the Des Moines Beach Park – the Dining Hall, the Picnic Shelter, and the Sun Home Lodge. Two members of the South King County Fire Department were also in attendance to give guidance on fire and life safety improvements for the buildings.

ATTENDING	REPRESENTING	E-MAIL
Loren Reinhold	PBPW, City of Des Moines	lreinhold@desmoineswa.gov
Jason Sullivan	PBPW, City of Des Moines	jsullivan@desmoineswa.gov
Scott Romano	PBPW, City of Des Moines	sromano@desmoineswa.gov
Grant Fredericks	PBPW, City of Des Moines	gfredericks@desmoineswa.gov
Larry Pickard	Building Official, City of Des Moines	lpickard@desmoineswa.gov
Dave Shivers	Plans Examiner, City of Des Moines	dshivers@desmoineswa.gov
Gordie Olson	South King County Fire Department	gordon.olson@southkingfire.org
Doug Moul	South King County Fire Department	doug.moul@southkingfire.org
Patrice Thorell	Parks and Rec. Director, City of Des Moines	pthorell@desmoineswa.gov
Rhoda Lawrence	BOLA Architecture + Planning	rlawrence@bolarch.com

The design team developed a list of preliminary questions and ideas to discuss regarding the rehabilitation of three historic buildings at the Des Moines Beach Park. The buildings are presently unoccupied, and are in need of structural, life safety, utility, and cosmetic improvements. The proposed uses for each building were discussed.

DINING HALL

The City would like to reopen the Dining Hall for use similar to that before the flood damage and the addition of the concrete piling foundation and structural steel platform. The proposed program is as follows:

- 1) Add exterior decking on four sides, stairs, railings and accessible ramps
- 2) Provide new accessible restrooms on the 1st floor
- 3) Improve the Kitchen/Pass thru Area; update kitchen appliances to current health code; provide for but add commercial venting and fire suppression system to Kitchen later
- 4) Modify existing windows for energy efficiency
- 5) Clean –up the 2nd Floor
- 6) Extend plumbing to the 2nd Floor (cap off for future use)
- 7) Improved heating and ventilation systems and energy conservation measures

DES MOINES BEACH PARK HISTORIC BUILDINGS REHAB MEETING MINUTES (cont.):

- 8) Code-required improvements, including a fire sprinkler system
- 9) Replace deteriorated interior finishes
- 10) Improve outdoor paving, site drainage and grading

From the historic preservation perspective, the County Landmarks, State DAHP and NPS have review purview of the exterior of the Dining Hall, but none of the agencies consider the interior to be significant.

PICNIC SHELTER

The City would like to reopen the Picnic Shelter. It cannot presently be used. The proposed program is as follows:

- 1) Raise building if required for new grading arrangement
- 2) Repair structural roof support connections and foundation
- 3) Replace interior concrete floor
- 4) Repair interior finishes

From the historic preservation perspective, the County Landmarks, State DAHP and NPS have review purview of the exterior of the Picnic Shelter, but none of the agencies consider the interior to be significant.

SUN HOME LODGE

The City would like to reopen the Sun Home Lodge for future use as concession/support space for the Auditorium. It cannot presently be used. The proposed program is as follows:

- 1) Provide ADA access; existing ramp is likely to be removed with creek re-alignment
- 2) Provide ADA restrooms on 1st Floor, retain one shower each
- 3) Revise wall layout as needed for concessions style kitchen
- 4) Add covered access between SHL and Auditorium
- 5) No work on 2nd Floor

From the historic preservation perspective, the County Landmarks, State DAHP, and NPS have review purview of the exterior of the Sun Home Lodge, but none of the agencies consider the interior to be significant.

ISSUES DISCUSSED

- 1) SEPA Checklist: Jason started the meeting with a statement that a SEPA Checklist is required for the project, which should include the proposed scope of work for every building, so it does not have to be redone in the future. The checklist should cover all work proposed for a 5 – 7 year window, with a narrative on all the buildings to allow for a comprehensive environmental review. **The City will provide the checklist.**
- 2) Hazard Zone Exemption: Jason said the City would need to apply for a Flood Hazard Zone Exemption. **The city will apply for the exception.**

DES MOINES BEACH PARK HISTORIC BUILDINGS REHAB MEETING MINUTES (cont.):

- 3) Utilities: Jason requested that all utilities and required services be verified and designed, and all required availability forms be submitted and coordinated. Utilities include the following: Midway Sewer District #54, PSE, Water Service. Scott noted that Qwest may be an issue as there were many unknown conditions and locations. **The City will coordinate submittals, reviews and verification.**
- 4) Dining Hall Fire Code Requirements: Doug and Gordie noted there would be a change in July 2010 from the 2006 IFC to adoption of the 2009 IFC. They questioned whether the creek bridge could support a 25 ton fire apparatus. Loren and Patrice assured them it would. They noted that two fire hydrants would be needed, and appear to exist. They also noted that they needed to receive the Water Availability Report from the Water District, noting hydrant, potable water and fire flow capacity. They assumed 4,100 square feet of usable floor area at the Dining Hall and noted the need for 1,750 gpm, with a 1,500 gpm for 2 hours. If the area of the building is greater than 4,800 SF more pressure is needed. Since the Dining Hall is an assembly space with possible alcohol consumption, a fire sprinkler system is required. A fire alarm system is also required. If a commercial kitchen is installed, additional fire suppression requirements exist – a hood with automatic fire suppression system. (See attached SKFR memo.)
- 5) Dining Hall Kitchen: Dave suggested a review with the KC Health Department if the proposed kitchen range was larger than 6 burners. He thought a 6-burner stove would trigger higher use requirements.
- 6) Dining Hall Windows: Dave said that window upgrades at the Dining Hall were optional. He said the code allowed a Building Official to approve alternate designs, as there were no requirements for windows to comply with the energy code on this project. He suggested it was in the Owner's best interest to try to save on energy costs and increase energy efficiency in other ways. Windows were not on that list!
- 7) Dining Hall 2nd Floor: Even though no use has been proposed for the 2nd Floor, a fire sprinkler system is required. Dave suggested it may require a separate compressor and/or a dry system. A partial system is not allowed. All "attic" and other concealed spaces will need coverage.
- 8) Dining Hall Heating: Dave suggested heating equipment improvements.
- 9) Dining Hall Structure: Since it appeared that there would be 50% valuation improvements at the Dining Hall, Larry said that the building was required to be "structurally sound". He and Dave suggested the need to provide structural upgrades at the superstructure and possibly relocate some interior load paths. They said the roof was likely to need a new diaphragm and to have the uplift loads calculated for evaluation. The Dining Hall should meet the current fire and life safety codes, but there is some flexibility in meeting the energy code.
- 10) Picnic Shelter Structure: Loren said that the Picnic Shelter was going to flood, and that the revisions should plan for that, by flood-proofing the post bases, allowing for at least a 12" depth of standing water. He recommended a new interior slab, and pointed out the new catch basins designed into TetraTech's berm/dredge plans to pick up storm water on the other side of the berm/creek wall. He said that another Drainage Report was not required for the Historic Buildings Project.
- 11) Picnic Shelter Fire Code Requirements: The South King County Fire Department had no comments on the Picnic Shelter scope.

DES MOINES BEACH PARK HISTORIC BUILDINGS REHAB MEETING MINUTES (cont.):

- 12) Picnic Shelter Building Code Comments: Dave and Larry said that to reopen the Picnic Shelter, the building would need to be "structurally sound", with necessary improvements made. Larry said the SHL needed a structural evaluation and required improvements to the 4 x 4 support posts and foundation system. The rotten area of the south wall of the building needs repair. If there were to be a working fireplace, a spark arrestor would be required.
- 13) Sun Home Lodge Drainage: Loren stated that all of the roof drainage at the Sun Home Lodge needed to be updated. There is a combination of flex piping with unknown conditions and routing. His thoughts included a sump with a pump to the Auditorium system, if the water infiltration below the SHL could not be controlled by other means. He understood that the newly designed and almost installed storm drainage system at the Auditorium was sized to handle the drainage from SHL. He questioned whether a portable generator would be required for the pump control panel. (This thought was implemented by an addition of a switch to the pump control panel at the Auditorium.)
- 14) Sun Home Lodge Fire Code Requirements: The plans for the Sun Home Lodge showed "bedrooms" (R-1) on the 2nd Floor, which greatly concerned the Fire Department. Apparent access to the drive area in front of the SHL also concerned the FD. Patrice and Rhoda clarified that no work was proposed for the 2nd Floor. The future use on the 2nd Floor did not include bedrooms, and the driveway in front of the SHL was designed to be accessible to fire apparatus. If no bedrooms and apparatus access is less than 150', no fire sprinkler is required at the SHL. If access is greater than 150', an automatic fire sprinkler system will be required. If the proposed kitchen includes other than residential scale appliances, a commercial hood would be required. (See attached SKFR memo.)
- 15) Sun Home Lodge Miscellaneous: Rotten decks and stairs need to be replaced. If the evaluation suggests a roof diaphragm, that should be planned for. ADA access needs to be provided if the ramp is removed. If there are no interior changes with the exception of the ADA restrooms and kitchen improvements, it does not appear that scope of work is over the 50% improvement valuation, and will not trigger additional upgrades.
- 16) Electrical: All buildings must have upgraded electrical, as required by code.
- 17) Insulation: Additional insulation is not required but the addition of it in exposed areas is strongly suggested by the Building Department.

END OF MEETING MINUTES



Fire Department Comments for the Des Moines Beach Park Historic Buildings Rehabilitation Project.

The current code for this project is 2006 International Fire Code. This code is expected to expire on July 1, 2010 at which time the 2009 International Fire Code will apply.

Access: Sufficient access may exist. Where a bridge is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17 and be designed for a live load sufficient to carry the imposed load of a 25 ton fire apparatus.

Hydrants: Sufficient hydrants may exist. Two of the available hydrants are on the far side of the bridge (see access above). A water availability certificate shall be obtained from Water District 54 and provided to the Fire Department.

Dining Hall:

Aprox 4100 sq. ft.=1750 gpm fire flow-fire sprinkler reduction = 1500 gpm fire flow (2 hours) and one fire hydrant within 250'.

Sprinkler system—An approved NFPA 13 automatic fire sprinkler system must be installed.

Fire Alarm—An approved NFPA 72 automatic fire alarm system must be installed.

Kitchen Hood—An approved UL 300 automatic fire suppression system must be installed.

Picnic shelter: No Fire Department comments

Sun Home Lodge:

Aprox 1438 sq. ft. on ground floor and 1150 sq. ft. on second floor =2588 sq. ft. =1500 GPM fire flow (2 hours) and one fire hydrant within 250'

** Insufficient information has been submitted for determination.

**There may be additional requirements depending on the use.

Buildings used for lodging (R-1) in excess of 500 sq. ft. require an approved automatic fire sprinkler system.

Fire apparatus access is required to within 150' of the furthest point of the building. The furthest point of access for this building is approximately 200'. Therefore, an approved NFPA13 fire sprinkler system is required

The use of the kitchen shall be reviewed for determination whether the kitchen meets the definition of a "commercial" kitchen and if "grease laden vapors" would be produced to determine if a commercial hood would be required.

Lt. Doug Moul, Deputy Fire Marshal
(253) 946-7245

MEETING NOTES

DATE: May 4, 2010
 RE: Des Moines Beach Park Historic Buildings Schematic Design Meeting
 TO: Patrice Thorell, City of Des Moines Building
 FROM: Rhoda Lawrence

On April 1, 2010, we met with you to present our understanding of the program, and the basis of the Schematic Design with which to move forward to the Design Development Phase, for the rehabilitation design for the three historic buildings at the Des Moines Beach Park – the Dining Hall, the Picnic Shelter, and the Sun Home Lodge.

<u>ATTENDING</u>	<u>REPRESENTING</u>	<u>E-MAIL</u>
Patrice Thorell	Parks and Rec. Director, City of Des Moines	pthorell@desmoineswa.gov
Jason Sullivan	PBPW, City of Des Moines	jsullivan@desmoineswa.gov
Scott Romano	PBPW, City of Des Moines	sromano@desmoineswa.gov
Rhoda Lawrence	BOLA Architecture + Planning	rlawrence@bolarch.com
Matt Hamel	BOLA Architecture + Planning	mhamel@bolarch.com
Matt Suhadolnik	SvR Design Company	matts@svrdesign.com

The design team developed a report citing the project background, existing conditions at each building, engineering reports, code analysis, and basis of design scope descriptions. A discussion about the utility requirements followed the specific discussions about each building. Patrice also suggested convening another meeting with the Building Official to discuss structural requirements, now that the existing conditions have been evaluated. (The follow-up meeting with the Building Official occurred on April 28, 2010.)

DINING HALL

The City plans to reopen the Dining Hall for use similar to that before the flood damage and the addition of the concrete piling foundation and structural steel platform. The approved program is as follows:

- 1) Add exterior decking on four sides, stairs, railings and accessible ramps
- 2) Provide new accessible restrooms on the 1st floor
- 3) Improve the Kitchen/Pass thru Area; update kitchen appliances to current health code; provide for future commercial venting and fire suppression system
- 4) Modify existing windows for energy efficiency, if possible
- 5) Clean –up the 2nd Floor
- 6) Extend plumbing to the 2nd Floor only for fire sprinkler
- 7) Extend empty electrical conduit to the 2nd floor for future lighting and receptacles
- 8) Improved heating and ventilation systems and energy conservation measures
- 9) Code-required improvements, including a fire sprinkler system and structural framing upgrades
- 10) Replace deteriorated interior finishes

DES MOINES BEACH PARK HISTORIC BUILDINGS REHAB MEETING MINUTES (cont.):

- 11) Provide outdoor paving, driveway access and retaining wall, site drainage and grading

2nd Floor Program and Upgrades:

Patrice said the 2nd floor would eventually be office space only (possibly a manager's office), with no programmed use at this time. She requested that minimal wiring and lighting be provided. Matt H. noted that the revised structural framing needs were likely to impact the 2nd floor spaces, requiring new or repaired interior finishes. Patrice said the focus was to get the 1st floor open, and provide for the build out of the 2nd floor at a later date. It was determined that the 2nd floor would have minimal heating, and that a dry sprinkler system should be installed if necessary and that all wall cavities exposed during this scope of work should be insulated where possible.

1st Floor Heating:

Patrice said the existing gas heaters were operable (installed sometime within the last 15 years) before the building was disconnected. They provided adequate heat but were very noisy. The kitchen was heated by the cooking loads. It was questioned whether additional heating equipment was required, which is likely, as the kitchen is not currently programmed for huge amounts of cooking. Matt H. suggested that new electric baseboard heaters installed below the windows might be an alternative to consider, as they are quieter, likely to be more efficient and more controllable. It is likely baseboard heaters will require additional power, and will need to be accounted for.

Building Envelope Requirements:

Rhoda questioned whether the work at the Dining Hall required the exterior envelope to meet the City's acoustic mitigation requirements. She said BOLA would verify that with the Building Official. Matt H. noted that installation of adequate insulation might be problematic due to the configuration of the roof framing. The insulation issue is also impacted by the KC Landmarks' jurisdiction over the wood interiors and trusses in the building. Addition of a "covering" or additional framing over added insulation between the framing members might also overstress the existing trusses. A solution will have to be developed and reviewed with the Building Department.

PICNIC SHELTER

The City plans to reopen the Picnic Shelter as soon as possible. The approved program is as follows:

- 1) Raise building slab, if required, for new grading arrangement
- 2) Repair structural roof support connections and foundation
- 3) Replace interior concrete floor
- 4) Repair interior finishes

Scope: Patrice agreed with the proposed scope, noting that there would be no operable fireplace within the structure, but that the hearth should be repaired and the wall above repaired. She also agreed that raising the slab to improve drainage within the building is an alternative to review.

Coordinated Work: Scott said the City had a current proposal to place a new asphalt walkway along the west side of the Picnic Shelter, as part of the parking lot overlay/trail project. He said he had a plan, but there were no details yet.

DES MOINES BEACH PARK HISTORIC BUILDINGS REHAB MEETING MINUTES (cont.):

SUN HOME LODGE

The City plans to reopen the Sun Home Lodge for future use as concession/support space for the Auditorium. It is presently red-tagged by the City, due to poor structural and life safety conditions. The proposed scope is as follows:

- 1) Provide ADA access;
- 2) Provide ADA restrooms on 1st Floor, retain one shower each (with related mechanical and electrical)
- 3) Revise wall layout concessions-style kitchen (with related mechanical and electrical)
- 4) Provide for future access between SHL and Auditorium
- 5) No work on 2nd Floor
- 6) Upgrade foundation and structural connections and lateral system

Foundations: The existing post foundations at the Sun Home Lodge are in a deteriorated and failing condition. The wood structure is close to grade, in some cases less than 6" above, providing very limited access. Matt H. questioned whether it would be feasible to raise the building temporarily to install the new foundation system. Given the poor soils conditions at the SHL, the new foundation is likely to be supported on piles with concrete grade beams.

Adjacent Berm Work: Because the future foundation work is likely to impact and be impacted by the new berm north and east of Sun Home Lodge, it was questioned whether the foundation scope should be/could be added to the creek dredge and SHL berm work presently being developed by TetraTech. Without the completion of the SHL berm, access to all sides of the building would be less restricted. Patrice suggested that a soils report be provided for that area and the SHL design work perhaps move ahead so the work could at least be priced (by the Robbins Company?) for review and consideration. Jason said that Loren Reinhold wanted to keep all of the SHL berm work moving forward, without postponing it for the SHL work. It could possibly be provided as a Bid Alternate in TetraTech's set. This work would require that a portion of the SHL 2011-2012 budget cycle be moved forward.

UTILITIES

Matt S., Jason and Scott were in attendance primarily to review the utility requirements for the project.

Utility Conduits: Scott said that the City was currently planning to have Archer Construction install a "dry utilities" combined conduit installed from the park entrance along the edge of the road to the Founder's Lodge and the bridge, for Comcast, Qwest and two spare City conduits. The conduit will run along the inner edge of the entrance road. A handbox will be provided for the Dining Hall at the access driveway, with the cost split between the Dining Hall and the Auditorium projects. (NOTE: Jason said he will be issuing a PR to Cherry Street Builders to bring that new conduit to the Auditorium.)

Wet Utilities: The "wet utilities" (Potelco, Pilchuck) will be on the west side of the Dining Hall. The storm drains will discharge directly into the creek. The sewer lines will connect to the 8" main in the parking lot to the west with a new 6" side sewer. That connection will be either with a cored manhole, or "t", depending on the direction of Midway Sewer. Jason also noted that the Dining Hall utility penetrations would need coordination with the upcoming dredge/berm work, by pre-installing utility sleeves during the berm construction, or similar.

DES MOINES BEACH PARK HISTORIC BUILDINGS REHAB MEETING MINUTES (cont.):

Grease Interceptor: Patrice said that a grease interceptor is required to be installed in this phase of the project, regardless of when the commercial kitchen goes in. The clean out will be below grade, will need to be accessible by a pump truck, and should be kept outside of the deck area. A preferred location is out at the west parking lot, near the Picnic Shelter, for easy access.

Gas: Matt H. asked about a design load for the future Dining Hall Kitchen. Patrice said Scott could provide comparative information from the kitchen equipment installed at the Activity Center.

Utility Availability and Survey: Patrice requested that all of the various "utility availability" forms be submitted by the consultant team. Rhoda requested an updated survey from the City, indicating all of the known, and assumed utilities. Scott said he thought he knew where the existing utility stubs were (gas and water) and would point those out to the design team. He also suggested hiring a private locator service to identify the utilities, as they are all on private property, not in public right-of-ways. He also said that the sewer district has maps that indicate the known sewer lines. Matt S. and Rhoda stressed that an accurate survey should be provided by the City for the design team. It was not determined where the new FDC would be located, maybe near the parking lot. Scott said there was an existing water meter, and that a line will need to go back to the main for the new, separate fire sprinkler line.

Asphalt Overlay Project: Because the asphalt overlay work by Archer Construction is about to commence, Scott requested that preliminary information about the Dining Hall utility connections in the west parking lot (sanitary sewer and fire protection water) be provided for coordination by May 1, 2010.

SHL Water: Jason said he thought the water meter for the Sun Home Lodge was on the creek-side of the new berm, although he had not investigated it. It is assumed to be "fine", not needing replacement, as there is no fire sprinkler system proposed for the Sun Home Lodge, and it was operational before the berm work started.

END OF MEETING MINUTES



Municipal Capital Improvement

CAPITAL IMPROVEMENT PLAN PRELIMINARY COST ESTIMATES

CATEGORY	General Government	
PROJECT	Beach Park Historic District Buildings Projects	
LOCATION	Des Moines Beach Park Historic District	

BUILDINGS REHABILITATION EXPENDITURE ESTIMATE						
COST ELEMENTS	TOTAL*	Sun Home	Carlson	Sports	Roadside	Caretaker
ADMINISTRATION 1%	\$ 7,112	\$ 3,950	\$ 1,700	\$ 422	\$ 540	\$ 500
CIP PROJ MANAGEMENT 5%	36,255	19,737	9,191	2,112	2,710	2,505
DESIGN / ENGINEERING	108,765	61,606	25,181	6,335	8,129	7,514
SOILS/STUDIES	9,000	5,000	1,000	1,000	1,000	1,000
BUILDINGS	709,138	394,741	167,879	42,231	54,193	50,094
PROJECT ADMIN. (CONST.) 10%	63,758	39,470	16,788	2,000	3,000	2,500
SALES TAX 9.5%	67,367	37,500	15,948	4,012	5,148	4,759
PERMITS/CONTINGENCY 20%	141,882	78,948	33,576	8,400	10,839	10,119
TOTAL	\$ 1,143,277	\$ 640,952	\$ 271,263	\$ 66,512	\$ 85,559	\$ 78,991
BUILDINGS REMOVAL EXPENDITURE ESTIMATES						
COST ELEMENTS	TOTAL*	Sun Home	Carlson	Sports	Roadside	Caretaker
ADMINISTRATION 1%	\$ 697	\$ 361	\$ 140	\$ 70	\$ 58	\$ 68
PROJ MANAGEMENT 10%	10,578	7,220	1,404	702	576	676
LEAD/ASBESTOS	17,261	6,358	8,448	1,621	834	
DEMOLITION	45,900	24,750	5,400	5,250	5,250	5,250
IMPROVEMENTS	7,000	5,000	200	150	150	1,500
SALES TAX 9.5%	6,665	3,430	1,335	667	592	641
DISCONNECTS	1,840	1,280	530			30
PERMITS/STUDIES	37,500	7,500	7,500	7,500	7,500	7,500
ARCHEOLOGY SURVEY	15,000	10,000	2,000	500	500	2,000
CONTINGENCY 10%	10,578	7,220	\$ 1,404	\$ 702	\$ 576	\$ 676
MITIGATION (UNKNOWN)	-					
TOTAL	\$ 153,019	\$ 73,119	\$ 28,361	\$ 17,162	\$ 16,036	\$ 18,341

Notes:

- 1) Asbestos & Lead Abatement Costs are estimated from the 2002 Pacific Highway South Project; inflated 3% per year for 2013.
- 2) Demolition Costs are estimated from typical contracting costs; inflated 50% to account for prevailing wages.
- 3) Sun Home Lodge Demolition Costs are higher due to tight quarters, and having to protect the existing Auditorium improvements.
- 4) Disconnects are staff estimates, not actual costs from utilities.
- 5) Site Restoration estimates are based upon blending the site area to match that of the adjacent vicinity.

Des Moines Beach Park Historic Buildings Rehabilitation

BOLA Architecture

Des Moines, WA

Statement of Probable Costs

5/11/2011

RESTROOM BUILDING (WOODSHOP) \$356,578

Mechanical, Electrical, Plumbing (replace all fixtures)	750 SF	50	\$37,500
Interior and Exterior Finishes	1,410 SF	140	\$197,400
Drainage and Site NIC			
Contingency	20%		\$46,980
General Conditions	15%		\$42,282
Overhead & profit	10%		\$32,416

ROADSIDE CABIN \$54,193

Building Improvements (new interior and exterior finishes, new doors and windows, new porch, repair windows, new door)	255 SF	140	\$35,700
Drainage and Site NIC			
Contingency	20%		\$7,140
General Conditions	15%		\$6,426
Overhead & profit	10%		\$4,927

SPORTS CABIN \$42,231

Building Improvements (new interior and exterior finishes, new doors and windows, new platform and foundation, new shutters)	260 SF	100	\$26,000
Electrical	260 SF	7	\$1,820
Drainage and Site NIC			
Contingency	20%		\$5,564
General Conditions	15%		\$5,008
Overhead & profit	10%		\$3,839

CARLSON HOUSE \$167,879

Building Improvements repair interior and exterior finishes, new doors and windows, new deck and railings)	1,536 SF	60	\$92,160
Plumbing	1,536 SF	12	\$18,432
Drainage and Site NIC			
Contingency	20%		\$22,118
General Conditions	15%		\$19,907
Overhead & profit	10%		\$15,262

Des Moines Beach Park Historic Buildings Rehabilitation

BOLA Architecture

Des Moines, WA

Statement of Probable Costs**5/11/2011**

CARETAKER'S CABIN			\$50,094
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Building Improvements	660 SF	50	\$33,000
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(repair interior and exterior finishes, repair doors and windows, bathroom, kitchen)

Drainage and Site NIC

Contingency	20%		\$6,600
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General Conditions	15%		\$5,940
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Overhead & profit	10%		\$4,554
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**DAVID A. CLARK
ARCHITECTS, PLLC**

**Des Moines Beach Park
Sun Home Lodge Stabilization
Estimated Project Costs**

Created
Revised

April 24, 2012

2100 SELECTIVE DEMO					\$187,943
Lift structure & install new foundation	1 LS	180,714.00	180,714.00		
Prevailing wage add	4%	180,714.00	7,228.56		
2200 SITEWORK					\$3,643
Excav - slab	74 CY	35.00	2,592.59		
Restore perimeter	30.0 CY	35.00	1,050.00		
2600 UTILITIES					\$4,590
Sanitary sewer stub	15 LF	45.00	675.00		
Water line connection	15 LF	21.00	315.00		
Footing drain	195 LF	12.00	2,340.00		
Roof drain	140 LF	9.00	1,260.00		
2900 LANDSCAPING					\$0
Irrigation	LS	0.00	By City		
Landscaping	LS	0.00	By City		
3300 CONCRETE					\$0
Footings	CY	650.00	Included above		
Concrete	- SF	6.00	Included above		
Concrete base	- CY	35.00	Included above		
5120 STRUCTURAL STEEL					\$4,500
Misc	1 LS	4,500.00	4,500.00		
6100 ROUGH CARPENTRY					\$47,221
Floor repair	1,000 SF	6.64	6,640.00		
Wall repair - dry rot	1 LS	5,000.00	5,000.00		
North stair	16 R	202.00	3,232.00		
Interior handrails	2 LS	650.00	1,300.00		
Modify one Restroom	1 LS	5,000.00	5,000.00		
Rebuild west deck	850 SF	22.00	18,700.00		
ADA counter	10 SF	35.00	350.00		
Misc framing	1 LS	1,200.00	1,200.00		
Misc Hardware	41,422 LS	7%	2,899.54		
Waste	41,422 LS	7%	2,899.54		

7300 ROOFING					\$3,180
Gutters	100	LF	15.00	1,500.00	
Downspouts	120	LF	14.00	1,680.00	
7400 SIDING					Phase II
Siding	-	Sf	9.60	0.00	
Flashing	-	Lf	4.50	0.00	
Misc	-	LS	750.00	0.00	
7900 CAULKING & SEALANTS					\$250
Caulking	1	LS	250.00	250.00	
9300 FLOORING					\$7,700
Carpet replacement (req'd for floor repair)	167	SY	30.00	5,000.00	
Restroom flooring replacement ADA	300	SF	9.00	2,700.00	
9900 PAINTING					\$0
Re-paint interior	-	LS	7,500.00	0.00	
Posts, Beams, braces	-	LS	400.00	0.00	
Trim	-	LS	400.00	0.00	
Ceilings & Soffits	-	SF	1,480.00	0.00	
Misc	-	LS	250.00	0.00	
10431 SIGNS					\$750
Address Sign	1	EA	500.00	500.00	
Interior Building Signs	1	EA	250.00	250.00	
10520 FIRE EXTINGUISHERS					\$0
FE on bracket	1	EA	355.10	By City	
10800 TOILET ACCESSORIES					\$1,200
New TA for ADA restroom	1	LS	1,200.00	1,200.00	
15400 PLUMBING					\$4,000
ADA restroom	1	LS	2,500.00	2,500.00	
Reconnect lines to new stub	1	EA	750.00	750.00	
Reconnect lines to new supply	1	EA	750.00	750.00	
15500 HVAC					\$1,500
Start up and cleaning	1	LS	1,500.00	1,500.00	
16000 ELECTRICAL					\$40,000
Re-connect electrical	1	LS	2,500.00	2,500.00	
Fire Alarm system	1	LS	30,000.00	30,000.00	
Minimal upgrade as required	1	LS	7,500.00	7,500.00	

Sub Total				\$306,476	\$306,476
General Conditions	306,476	5%	15,324		
Contractor's Contingency	306,476	7%	21,453		
Overhead & Profit	343,253	15%	51,488		
				\$ 88,265	

Total Building Construction Costs.....					\$394,741
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Related (Soft) Costs

Permits (Estimate)	394,741	1.0%	\$ 3,947
A/E	394,741	13.9%	\$ 54,869
A/E Contingency	54,869	10.0%	\$ 5,487
WSST	394,741	9.5%	\$ 37,500
Advertising, Bidding Costs			\$ 500
Printing, Reimbursables			\$ 750
Utility connections			\$ -
LEED Design fee all not required			\$ -
Testing & Inspections			\$ 1,500
Survey			\$ -
Soils Engineering			\$ 5,000

Subtotal Soft Costs				\$ 109,554
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Total Project Costs				\$ 504,295
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Owner's Contingency	10.0%	\$ 394,741	\$ 39,474	\$ 39,474
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Other Costs not considered:

Finance costs
reserve amounts
Storm water detention
Utility connection costs

**RULES AND PROCEDURES
OF THE
CITY OF DES MOINES LANDMARKS COMMISSION**

The following Rules and Procedures have been adopted by the Des Moines Landmarks Commission (Commission) pursuant to Des Moines Municipal Code (DMMC) Chapter 18.96.

- Part I: Ethics and Conflict of Interest
- Part II: Organization
- Part III: Conduct of Meetings and Hearings
- Part IV: Nomination and Designation of Landmarks
- Part V: Design Review Guidelines
- Part VI: Certificates of Appropriateness
- Part VII: Evaluation of Economic Impact
- Part VIII: Incentive Programs
- Part IX: Appeals and Reconsideration

Definitions: The words and terms, as defined in DMMC 18.96 are used in these Rules and Procedures.

Order of Precedence: These Rules and Procedures are adopted pursuant to DMMC 18.96. In the event of any conflict between these Rules and Procedures and DMMC 18.96 the provisions of the code shall govern.

PART I: ETHICS, CONFLICT OF INTEREST AND APPEARANCE OF FAIRNESS

- A. The members of the Commission shall be governed by the City of Des Moines Code of Ethics as hereafter amended. (DMMC 18.03.280)
- B. In their capacity as members of the Des Moines Landmarks Commission, Commissioners will avoid participating in deliberations or acting on any matter in which there exists either a conflict of interest or the appearance of a conflict of interest.
 - 1. Conflict of interest or a perceived conflict of interest shall be deemed to exist with respect to any matter:
 - a) In which the Commissioner or any member of his or her immediate family¹ has a direct financial interest.
 - b) Which will directly involve (e.g. grants, contracts, landmark designation, Certificate of Appropriateness, special tax valuation) any organization in which the Commissioner is a director or officer or has within one year been a director or officer.
 - 2. No Commissioner shall communicate with or attempt to influence any other Commissioner concerning any matter before the Commission, or which may reasonably be expected to come before the Commission, in which such Commissioner has a conflict of interest or a perceived conflict of interest.
- C. Commissioners must decide any quasi-judicial matters² brought before the Commission only on the basis of the public record and such things on which they may properly take judicial notice. Commissioners should avoid all ex parte³ communications concerning any quasi-judicial proceeding.
 - 1. Quasi-judicial matters which may come before the Commission are:
 - a) Landmark nominations
 - b) Certificate of Appropriateness applications

¹"Immediate family" spouse, dependent children, and other dependent relatives if living in his or her household. (K.C. C. 3.04.17H.)

² "Quasi-judicial" is a term applied to the action of public administrative officers who are required to investigate facts or ascertain the existence of facts and draw conclusions from them, as a basis for their official action, and to exercise discretion of a judicial nature.

³ On one side only; by or for one party; done for, in behalf of, or on application of one party only.

2. An "ex parte" communication refers to information received by a Commissioner outside of the official proceeding on the matter.
 - a) Commissioners are encouraged to view the property which is the subject of the proceeding. The fact of such visit should be reported at the hearing and made a part of the record.
 - b) If a Commissioner receives information outside of the public proceeding he or she should report the receipt of such information and the nature of such information for the record. If the information was received in tangible form it should be made a part of the record.
3. In their deliberations Commissioners may take "judicial notice"⁴ of any commonly known fact even if not made a part of the record. (e.g. the laws of the state, historical events, the constitution, the course of nature, geographical features, etc.)

PART II: ORGANIZATION

- A. Membership. The Commission shall consist of current appointed and confirmed members of the King County Landmarks Commission and a special member representing the City of Des Moines. The special member shall participate in and vote on all matters pertaining to landmark nomination and designation, and review of certificates of appropriateness, special tax valuation, and other incentive program applications for properties within the city.
- B. Special Member Term of Office. The special member, and alternate if any, shall be appointed by the City. Such special member shall be a voting member of the Commission on all matters relating to or affecting landmarks within the City of Des Moines. The special member shall have a demonstrated interest in historic preservation. The appointment shall be for a three-year term. Such special member shall serve until his or her successor is duly appointed and confirmed. Such special member may be re-appointed, but may not serve more than two consecutive terms. Such special member shall be deemed to have served one full term if such special member resigns at any time after appointment or if such special member serves more than two years of an unexpired term.
- C. Chair and Vice Chair. The Chair and Vice Chair of the Commission shall be the Chair and Vice Chair of the King County Landmarks Commission. The Vice Chair shall act for the Chair in his or her absence or unavailability and shall perform such additional duties as may be delegated to him or her by the Chair.

⁴ "Judicial Notice" is that which is so notorious that everybody, including judges, knows about it.

- D. Standing Committees. Standing committees of the King County Landmarks Commission shall act as standing committees for the Commission. The special member shall participate in committee meetings affecting properties in Des Moines.
- E. Ad Hoc Committees. From time to time the Chair may appoint or the Commission may establish committees for special purposes. Such committees may include members of the Commission and non members, provided however, the Commission shall not delegate any of its powers to any Committee which includes non members of the Commission.
- F. Membership on Other Committees. The Chair may from time to time appoint members of the Commission as Commission representatives on joint committees made up of representatives of other public and private organizations. If any member so appointed is authorized to make commitments on behalf of the Commission such appointment and the extent of his or her authority shall be subject to confirmation by the Commission.
- G. Commission Acts Collectively. The Commission acts as a body. No individual Commissioner has authority to act in his or her individual capacity. Individual Commissioners may, from time to time, be delegated specific authority to act for and on behalf of the Commission. The Chair is the official spokesperson for the Commission, except to the extent he or she may delegate specific matters to other Commissioners.
- H. Correspondence. Under the direction of the Commission, the King County Historic Preservation Officer or his or her designee shall conduct all official correspondence.

PART III: CONDUCT OF MEETINGS AND HEARINGS

- A. Procedures. Meetings shall be conducted in accordance with the Procedures of Small Boards in Robert's Rules of Order, Newly Revised, except to the extent that they are in conflict with DMMC 18.96 and these Rules and Procedures.
- B. Presiding Officer. During the course of quasi-judicial proceedings, the Chair of the Commission shall act as presiding officer and rule on all procedural matters, including objections, requests, and motions brought by participants in the quasi-judicial proceeding, and shall regulate the course of the hearing and the admission of evidence. In the absence of the Chair, the Vice-Chair shall perform these duties, and in the absence of both the Chair and the Vice-Chair, the Commission shall select one of its members to act as presiding officer.
- C. Quorum. A majority of the currently appointed and confirmed members of the Commission shall constitute a quorum for the transaction of business. All official actions of the Commission shall require a majority vote of the members present and eligible to vote. No member shall be eligible to vote upon any matter requiring a public hearing, unless that member has attended the hearing or familiarized him or herself with the record.

- D. Absence of a Quorum. No official business shall be conducted by the Commission in the absence of a quorum. However, the Commissioners present may establish a time and place for an adjourned meeting.
- E. Scheduling of Meetings. The Commission shall meet as necessary for the purpose of holding public hearings on landmark nominations, and reviewing applications for certificates of appropriateness, the special tax valuation program, and landmark loans.
1. Notice of the cancellation or rescheduling of a meeting shall be published not less than six days before the scheduled meeting and not less than six days before the changed meeting date.
 2. Special meetings may be held at the call of the Chair or at the written request of three Commissioners.
 - a) Notice of a special meeting must be delivered personally or by regular or e-mail, at least 24 hours before the time of such meeting as specified in the notice, to each Commissioner; and to each local newspaper of general circulation and to each local radio or television station which has on file with the Commission a written request to be notified of such special meeting or of all special meetings.
 - b) The call and notice of the special meeting shall specify the time and place of the meeting and the business to be transacted. The Commission shall not take final action on any matter not specified in such notice.
 - c) Written notice may be dispensed with as to any Commissioner who is actually present at the meeting at the time it convenes or who, prior to the time the meeting convenes, files with the Historic Preservation Officer a written waiver of notice. Such waiver may be given by e-mail or FAX.
 - d) Notices provided in this Section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.
 3. Notice of Public Hearings. Notice of all public hearings shall be published pursuant to the provisions of King County Code (KCC), Chapter 20.62 unless such hearing is a continuation of a previously noticed hearing.

4. The Historic Preservation Officer shall cause notice of any meeting or hearing or of the cancellation, rescheduling or adjournment of any meeting or hearing to be mailed to any persons or organizations who have requested in writing that they be notified. Such request may be for all meetings of the Commission or for only those meetings with certain subjects on the agenda.

F. Open Meetings. All meetings of the Commission shall be open to the public.

G. Public Participation. Members of the public may speak to matters on the agenda at the invitation of or the approval of the Chair.

H. Public Hearings. A public hearing is a meeting or part of a meeting of the Commission held for the purpose of receiving information from the public on a matter on the Commission agenda.

1. A public hearing shall be held prior to a decision of the Commission on:
 - a) Landmark nominations, including, but not limited to, amendments and terminations of designations
 - b) Certificate of Appropriateness applications, except Type I Certificates, as required pursuant to DMMC 18.96 and KCC 20.62.080
 - c) Other matters on which it desires public input.
2. The Applicant for a landmark nomination, certificate of appropriateness or special valuation application, and the owner, if not the applicant, shall be allotted reasonable time to present their case. Applicants or owners may speak through a personal representative.
3. The order of speaking at a public hearing may be determined at the discretion of the Chair, however the following order shall generally apply:
 - a) Staff and Commission's experts
 - b) The Applicant and Applicant's experts
 - c) The Owner and Owner's experts
 - d) Members of the public
 - e) The Applicant and the Owner will have five minutes at the end of the hearing to summarize and close

4. The Chair may limit the time for public comment (e.g. three minutes per speaker) but may not prevent relevant public comment by any person making a timely request to speak unless such person is disorderly or attempts to disrupt the meeting.
 5. The Chair shall maintain order at all public hearings. The Chair may request any persons who are disorderly or attempt to disrupt the meeting to leave the meeting and may, if necessary, adjourn the meeting until order can be restored.
- I. Minutes. The Historic Preservation Officer shall keep, or cause to be kept, minutes of all meetings of the Commission, showing the actions of the Commission on each question. The minutes shall be filed in the office of the Historic Preservation Officer and the Des Moines City Clerk and shall be public records.
 - J. Electronic Recording of Proceedings. At all public meetings of and hearings before the Commission, all oral proceedings shall be electronically recorded. Such recordings shall be filed with the minutes of the meeting.
 - K. Training Sessions. The Commission may, from time to time, hold training sessions or workshops for the purpose of training or education at which no minutes need be kept or electronic recordings made. Such meetings are open to the public but no notice need be made.
 - L. Executive Session. At the request of any Commissioner, the Commission may go into executive session to discuss personnel matters or matters pertaining to potential or actual litigation.
 - M. Exempt Information. Commission records identifying the location of archaeological sites and potential sites are exempt from public information requests pursuant to RCS 42.17.310 (1.c.), as amended, in order to avoid looting and degradation of such sites.

PART IV: NOMINATION AND DESIGNATION OF LANDMARKS

- A. No historic resource may proceed through the nomination procedure of King County Code Section 20.62.050 until the Des Moines City Council has approved the historic resource for nomination. A minimum of four Council members must vote in favor before the resource is eligible for the nomination.
- B. Nominations shall be made on the City of Des Moines Landmark Registration Form which shall be furnished by the Historic Preservation Officer upon request. For nominations submitted as part of a Multiple Property Documentation, the Landmark Registration Form shall be supplemented with a Multiple Property Documentation.
- C. Only properties which are owned by the City of Des Moines may be considered for nomination per DMMC 18.96.060.

- D. National Park Service Bulletin 16A, *How to Complete the National Register Registration Form*, shall serve as technical guidance in the preparation of the Landmark Registration Form.
- E. National Park Service Bulletin 15, *How to Apply National Register Criteria for Evaluation*, shall serve as technical guidance for interpreting the landmark designation criteria contained in DMMC 18.96.
- F. Landmark Registration Forms for Historic Districts shall contain a brief description and identify specific features of significance for all contributing properties within the district. Contributing properties are defined as historic resources that are directly associated with the period of historic significance with which the district is associated, and which possess strong historic association and/or continue to exhibit good integrity of design, materials, association, setting, feeling, and location. All other properties in the district shall be considered non-contributing properties, which are defined as those properties that are not associated with the period of significance or, if historic, have been substantially altered and do not possess sufficient historic or physical integrity. A non-contributing property shall not be considered a feature of significance pursuant to the provisions of DMMC 18.96, however, such property may be subject to voluntary provisions of any district design guidelines that are adopted by the Commission pursuant to Part V below.
- G. All nominations shall be filed with the Historic Preservation Officer and shall include all supplemental data required by the Commission.
- H. The Historic Preservation Officer shall review all nominations submitted. When the Historic Preservation Officer is satisfied that the nomination contains sufficient information and complies with DMMC 18.96 and the requirements of these Rules and Procedures, the Historic Preservation Officer shall notify the owner of the property, the person submitting the nomination, the City, and any interested persons of record, and set a date for a public hearing on the nomination not less than 30 or more than 45 days from the date of such notice, except as provided in Part V below.
- I. In the event the Historic Preservation Officer or any member of the Commission has reason to believe that immediate action is necessary to prevent destruction, demolition or defacing of an historic or archaeological resource, the public hearing on a nomination may be held less than 30 days from the day of the notice to the owner provided in Part III E.2 above, provided that the notice shall so state and shall set forth the reasons for such shortening of time.
 - 1. A special meeting, pursuant to Part III E.2 of these Rules and Procedures, may be called for the purpose of hearing any such nomination.
 - 2. In order to give all interested persons an opportunity to be heard, the Commission may, at the hearing held less than 30 days from the date of notice to the owner, make a preliminary determination of significance and shall continue the hearing to a date more than 30 days from such notice, but not less

than 180 days, to receive further testimony before rejecting or approving the nomination.

PART V: DESIGN REVIEW GUIDELINES

- A. *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (1995) shall serve as the basis for design review conducted by the Commission pursuant to DMMC 18.96, unless specific design guidelines have been otherwise adopted by the Commission.
- B. Specific design guidelines may be prepared for designated landmark districts (district) at the Commission's discretion. The design guidelines shall be consistent with *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (1995). The Commission shall follow the design guidelines in considering Certificates of Appropriateness applications affecting features of significance within districts.
- C. The design guidelines may address building orientation and siting, lot coverage, massing and dimensions, materials, forms, fenestration, paint colors, signage, parking, landscaping, street furniture, new construction, and other aspects of the physical environment that may affect the integrity of the district, as consistent with the features of significance identified in the preliminary determination of significance or the designation report.
- D. Development of design guidelines shall be conducted in cooperation with property owners in the district. Specific procedures for development of the guidelines shall be established on a case by case basis for each district.
- E. Following adoption of the design guidelines by the Commission, copies shall be provided to the City, and owners of all properties within the district.

PART VI: CERTIFICATES OF APPROPRIATENESS

- A. A Certificate of Appropriateness must be obtained from the Commission before any alterations can be made to the features of significance of a landmark as set forth in the preliminary determination of significance or as specified in the designation report. This requirement shall apply whether or not the proposed alteration requires a building or other permit.
- B. *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (1995) shall serve as the basis for all design review conducted by the Commission, unless specific design guidelines have been otherwise adopted by the Commission pursuant to Part V herein.
- C. Ordinary repairs and routine maintenance that do not alter the appearance of a significant feature (and do not utilize substitute materials) do not require a Certificate of Appropriateness. Repairs to or replacement of utility or mechanical systems do not require a Certificate of Appropriateness unless such work will alter a feature of significance.

- D. There shall be three types of Certificates of Appropriateness: Type I for major repairs, in-kind replacement and restoration work; Type II for alterations in appearance, replacement of historic materials or new construction or additions; and, Type III for demolition or relocation of a landmark building, object, structure or site. Type III also includes excavations, test boring, site clearing or construction and grading activity on a landmark archaeological site. When a Certificate of Appropriateness is required, the following procedures shall govern according to the type of Certificate of Appropriateness required:
- E. Type I Certificate of Appropriateness: Major repairs, in-kind replacements and restoration work of any feature of significance of a landmark property or landmark district, shall require a Type I Certificate of Appropriateness. Type I Certificates of Appropriateness may be approved administratively by the Historic Preservation Officer. Applications for a Type I Certificate of Appropriateness shall be submitted to the Historic Preservation Officer on forms and according to instructions provided by the Historic Preservation Officer, and in accordance with the following provisions:
1. Construction activities which constitute major repairs, in-kind replacement, and restoration work include, but are not limited to, the following:
 - a) Repairs (minor repairs are exempted) using the exact same materials and design as the original feature.
 - b) Repainting using the existing color or the same color that was originally used based on a professional paint analysis.
 - c) Reroofing using the same type and color of roofing material.
 - d) Replacement of sidewalks and driveways using the same type and color of materials.
 - e) Replacement of foundations or major portions thereof, using the same type and color of materials.
 - f) Replacement of utility systems if features of significance are affected
 2. A clear photograph or photographs of the portion(s) of the building, object, site or structure that will be affected by the project, project drawings or documents, and a brief written description of the intended work. Samples of proposed paint colors or construction materials for comparison with the existing or the original materials must be submitted with the application.
 3. The decision of the Historic Preservation Officer on the application shall be made within ten working days from the date on which the Historic Preservation Officer receives the application.

4. The Historic Preservation Officer may on his or her own motion refer the application to the Commission for a decision in accordance with the procedures set forth for a Type II Certificate of Appropriateness. The time for a decision of the Commission on the application shall run from the date that the application is referred to the Commission by the Historic Preservation Officer.
5. Appeals from a decision of the Historic Preservation Officer regarding the issuance of a Type I Certificate of Appropriateness may be made by an aggrieved person by filing a notice of appeal with the Historic Preservation Officer, specifying the grounds thereof, within five working days after the action appealed from was taken. An appeal stays all legal proceedings in furtherance of the action appealed from. The Commission shall hear the appeal within 45 days after the notice of appeal is received by the Historic Preservation Officer. The Historic Preservation Officer shall give notice of the hearing and due notice to the parties of record. At the hearing before the Commission any party may appear in person or by agent or by an attorney. The Commission shall decide the appeal within 45 days of the hearing. An appeal shall be sustained upon an expressed finding by the Commission that the Historic Preservation Officer's action was based on an error in a material fact or that the decision of the Historic Preservation Officer was based on an error in judgment or conclusion. In exercising its powers the Commission may reverse or affirm in whole or in part or may remand to the Historic Preservation Officer with direction.

F. Type II Certificate of Appropriateness: Alterations in the appearance of a significant feature, additions to a landmark or new construction on a landmark site or in a landmark district, or any excavation of an archaeological site requires a Type II Certificate of Appropriateness. Applications for a Type II Certificate of Appropriateness shall be submitted to the Historic Preservation Officer on forms and according to instructions provided by the Historic Preservation Officer, and in accordance with the following provisions:

1. A clear photograph or photographs of the portion(s) of the building, object, site or structure that will be affected by the project, project drawings and/or contract documents and a brief written description of the intended work. Samples of paint colors or construction materials for comparison with the existing or the original materials must be furnished as part of the application.
2. The Certificate shall be granted in accordance with the following criteria:
 - a) The degree to which the project complies with *The Secretary of the Interior's Standards for the Treatment of Historic Properties*;

- b) The extent to which the proposed alteration or significant change would adversely affect the specific features or characteristics specified in the latest of the preliminary determination of significance, if any, or the designation report;
- c) The reasonableness or lack thereof of the proposed alteration or significant change in light of other alternatives available to achieve the objectives of the owner and the applicant;
- d) The extent to which the proposed alteration or significant change may be necessary to meet the requirements of any other law, statute, ordinance, regulation, code or ordinance; and
- e) The extent to which the proposed alteration or significant change is necessary or appropriate to achieving for the owner or applicant a reasonable return on the landmark property taking into consideration factors specified in DMMC 20.18 and adopted by reference in KCC 20.62.080 and Part VII of these Rules and Procedures and the economic consequences of denial.

G. Type III Certificate of Appropriateness: Demolition in part or whole or relocation of a landmark or a significant feature of a landmark district, excavation of a landmark site, or excavation, test boring, site clearing or construction and grading activity on a landmark archaeological site require a Type III Certificate of Appropriateness.

1. Type III Certificates of Appropriateness shall be issued by the Commission only when one or both of the following two conditions have been established pursuant to the following standards and criteria:
 - a) The requested action is required to alleviate a threat to public health and safety; and/or
 - b) The requested action is required to rectify a condition of unreasonable economic return.
2. The standards and criteria required in order to establish the existence of the conditions specified in subsection G.1 above shall be as follows:
 - a) Threats to public health and safety. To prove the existence of a threat to public health and safety the applicant must establish and the Commission must find:
 - i) That a major and imminent threat to public safety exists as demonstrated by an independent analysis and supporting other information;

ii) That all available alternatives for rectifying the threat have been considered as demonstrated by analysis of all such alternatives; and,

iii) That the costs associated with rectifying the threat would create a condition whereby the investments in the project are incapable of earning a reasonable economic return as described in DMMC18.96 and adopted by reference in KCC 20.62.080 and Part VII of these Rules and Procedures.

- b) Unreasonable economic return. To prove the existence of a condition of unreasonable economic return the applicant must establish and the Commission must find that the building is incapable of earning a reasonable economic return as described in DMMC 18.96 and adopted by reference in KCC 20.62.080 and Part VII of these Rules and Procedures.

- H. Application for a Certificate of Appropriateness may be made by filing an application with the Historic Preservation Officer on forms provided by the Commission. The application for a Certificate of Appropriateness shall include all information and materials deemed necessary by the Commission. The Commission may consider or issue a Certificate of Appropriateness without the submission of final drawings, plans and specifications.
- I. Upon receipt of a complete application for a Type II Certificate of Appropriateness, the Historic Preservation Officer shall refer the application to the Design Review Committee, a sub-committee of the King County Landmarks Commission, for consideration at its next regular meeting. The owner and/or applicant and any interested person of record shall be provided with the agenda and invited to participate in the meeting. At the meeting the Committee shall review the application according to the criteria contained in Section 6 of this Part and prepare a formal recommendation that shall be presented to the Commission at its next regular meeting.
- J. No hearing shall be required for a Type II Certificate of Appropriateness if the Commission and the owner and the applicant, if the applicant is not the owner, agree in writing to a stipulated Certificate approving the requested alterations, changes or modifications thereof. If the Commission approves a Certificate of Appropriateness, such Certificate shall be issued forthwith and the Historic Preservation Officer shall promptly file a copy of such Certificate with the City of Des Moines Permit Center. If necessary, within 45 calendar days after the filing of an application for a Certificate of Appropriateness the Commission shall hold a public hearing thereon. The Historic Preservation Officer shall mail notice of the hearing to the owner and interested persons of record not less than ten calendar days before the date of the hearing.

- K. After the Commission has commenced proceedings for the consideration of any application for a Certificate of Appropriateness for a particular alteration or significant change by giving notice of a hearing pursuant to Section J of this Part, no other application for the same or a similar alteration or significant change may be made until such proceedings and all administrative appeals therefrom pursuant to KCC 20.62 as adopted by reference in DMMC 18.96.050 or this Part VI have been concluded.
- L. At the public hearing on any application for a Certificate of Appropriateness the Commission shall, when requested by the property owner, consider evidence of the economic impact on the owner of the denial or partial denial of a Certificate. In no case may a Certificate be denied, in whole or in part, when it is established that the denial or partial denial will, when available incentives are utilized, deprive the owner of a reasonable economic use of the landmark, and there is no available alternative which has less impact on the features of significance specified in the preliminary determination of significance or the designation report.
- M. If the Commission denies the application for a Certificate of Appropriateness, in whole or in part, it shall so notify the owner, the person submitting the application and interested persons of record setting forth the reasons why approval of the application is not warranted.
- N. Any interested person of record may appeal the approval or denial of a Certificate of Appropriateness as provided in Part IX herein.

PART VII: EVALUATION OF ECONOMIC IMPACT

- A. At the public hearing on any application for a Certificate of Appropriateness the Commission shall, when requested by the property owner, consider evidence of the economic impact on the owner of the denial or partial denial of a Certificate. In no case may a Certificate be denied, in whole or in part, when it is established that the denial or partial denial will, when available incentives are utilized, deprive the owner of a reasonable economic use of the landmark, and there is no viable and reasonable alternative which would have less impact on the features of significance specified in the preliminary determination of significance or the designation report.
- B. In considering what constitutes an unreasonable economic return, the Commission shall consider the property owner's reasonable expectations of economic return on the property, including the following:
 - 1. The owner's knowledge of the preliminary determination of significance or the landmark designation at the time of acquisition, or whether the property was designated subsequent to acquisition. Owners are presumed to have constructive notice of preliminary determinations and designations of landmarks, notice of which are filed with the Division of Records and Elections, and of zoning codes affecting landmark properties.

2. Whether the landmark was purchased for use or for investment.

- a) If the landmark was purchased for use (e.g. as a residence or for business use), does the landmark designation interfere with the property's intended use.
- b) If the landmark was purchased as an investment (e.g. rental income) does the landmark designation adversely affect the return on the investment considering alternatives and incentives available to the owner.

C. To prove the existence of a condition of unreasonable economic return, the applicant must establish and the Commission must find, both of the following:

- 1. That the landmark is incapable of earning a reasonable economic return without making the alterations or significant changes proposed. This finding shall be made by considering and the applicant shall submit to the Commission evidence establishing each of the following factors:
 - a) The current level of economic return on the property as considered in relation to the following:
 - i) The amount paid for the landmark, the date of purchase, and party from whom purchased, including a description of the relationship, if any, between the owner and the person from whom the property was purchased.
 - ii) The annual gross and net income, if any, from the landmark for the previous five years; itemized operating and maintenance expenses for the previous five years; and depreciation deduction and annual cash flow before and after debt service, if any, during the same period.
 - iii) The remaining balance on any mortgage or other financing secured by the landmark and annual debt service, if any, during the prior five years.
 - iv) The remaining balance on any mortgage or other financing secured by the landmark and annual debt service, if any, during the same period.

- v) Real estate taxes for the previous four years and assessed value of the landmark according to the two most recent assessed valuations.
 - vi) All appraisals obtained within the previous three years by the owner in connection with the purchase, financing or ownership of the landmark and all other applicable appraisals to the extent available.
 - vii) The fair market value of the landmark immediately prior to its designation and the fair market value of the landmark at the time the Certificate of Appropriateness application is filed.
 - viii) Form of ownership or operation of the landmark whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture, or both.
 - ix) Any state or federal income tax returns on or relating to the landmark for the past two years.
2. That the landmark is not marketable or able to be sold or leased when listed. The sales price or rent asked and offers received, if any, sale or rent, price asked, and offers received if any within the previous two years, including testimony and relevant documents shall be submitted by the property owner. The following shall also be considered:
- a) Any real estate broker or firm engaged to sell or lease the landmark.
 - b) The reasonableness of the price or rent sought by the owner.
 - c) Any advertisements placed for the sale or lease of the landmark.
3. The infeasibility of alternative uses that can earn a reasonable economic return for the landmark as considered in relation to the following:
- a) A report from a licensed engineer or architect with experience in rehabilitation/restoration as to the

structural soundness of the landmark and its suitability for rehabilitation/restoration.

- b) Estimates of the cost of the proposed alteration or significant change and an estimate of any additional cost that would be incurred to comply with the recommendation and decision of the Commission concerning the appropriateness of the proposed alteration or significant change.
 - c) Estimated market value of the landmark in the current condition after completion of the proposed alteration; and, in the case of proposed demolition, after renovation of the landmark for continued use.
 - d) In the case of proposed demolition, the testimony of an architect, developer, real estate consultant, appraiser or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation/restoration/reuse of historic buildings.
 - e) The infeasibility of new construction around, above, or below the existing landmark.
- 4. Potential economic incentives and/or funding available to the owner through federal, state, county, city or private programs
 - 5. The owner has the present intent and the secured financial ability, demonstrated by appropriate documentary evidence, to complete the alteration or significant change. In the case of demolition or relocation of the landmark, the owner has the present intent and secured financial ability, demonstrated by appropriate documentary evidence to complete the building or structure proposed to replace the landmark.
 - 6. Upon reasonable notice to the owner, the Commission may appoint an expert or experts to provide advice and/or testimony concerning the value of the property, the availability of incentives and the economic impacts of approval, denial or partial denial of a Certificate of Appropriateness
 - 7. Any economic impact caused intentionally or by willful neglect shall not constitute a basis for granting a Certificate of Appropriateness.

PART VIII: INCENTIVE PROGRAMS FOR LANDMARK PROPERTY OWNERS

- A. All landmark rehabilitation projects that may utilize any of the incentive programs offered through the King County Historic Preservation Program (low interest loans, grants) must be reviewed and approved by the Commission and receive a Certificate of Appropriateness according to the procedures set forth in Part VI herein.
- B. If the City appoints a local design review board for the purposes of reviewing certificate of appropriateness applications pursuant to the provision of DMMC 18.96, and such an application is tied to an above-referenced incentive program, the review and approval of such application shall be conducted by the Commission.

PART IX: APPEALS AND RECONSIDERATION

- A. Appeal. Any person aggrieved by a decision of the Commission (i) designating or rejecting, in whole or in part, a nomination for designation of a landmark or (ii) issuing or denying, in whole or in part, a Type II or III Certificate of Appropriateness may, within 35 calendar days of mailing of notice of any such action appeal such decision to the Des Moines City Council. Written notice of appeal shall be filed with the City Clerk and a copy sent to the Historic Preservation Officer and shall be accompanied by a statement setting forth the grounds of the appeal, supporting documents and argument.
- B. Reconsideration by the Commission. If, after examination of the written appeal and the record, the City Council determines that an error in fact may exist in the record, the decision may be remanded to the Commission for reconsideration. If the City Council determines that the decision is based on an error in judgment or conclusion; the decision may be modified or reversed. The action of the City Council sustaining, reversing, modifying or remanding a decision of the Commission shall be final unless an aggrieved person obtains a writ of certiorari from Superior Court of King County for the purpose of additional review. (DMMC 18.04.255E)

From: Michaelsullivan@artifacts-inc.com [mailto:michaelsullivan@artifacts-inc.com]
Sent: Monday, August 05, 2013 12:19 PM
To: Patrice Thorell
Subject: RE: Des Moines Beach Park

Hi Patrice,

I have had a chance to review the proposed demolitions at Covenant Beach Park and the consequences of such an adverse affect on the National Register Historic District. The demolition action by a municipal owner of designated historic resources is unprecedented in my experience but it clearly would trigger several responses that are not addressed in the *Preliminary Permitting and Demolition costs for Beach Park Buildings* document. There are three areas of concern that deserve attention:

SEPA/Shoreline

Since the buildings being considered for demolition are part of a National Historic District, Section 106 of the Historic Preservation Act will be invoked during the SEPA process and the issuance of any shoreline permits for construction/ground disturbing action. Under Section 106 a memorandum of agreement between the applicant (City of Des Moines) and the Washington State Historic Preservation Officer as well as any recognized co-signatories such as local tribes and/or interested preservation organizations will be required. Public notice and comment periods will be observed and mitigations for the proposed actions will be established by law. Mitigation for the complete loss of National Register resources are significant and may become the single most formidable responsibility and cost for the City in seeking the demolition of the buildings.

National Register Eligibility

The loss of five of the ten Historic District properties defined in the National Register Nomination for the district represents a serious threat to the eligibility of the district as a National Register site. Although not all of the buildings proposed for demolition are Historic Contributing structures within the district they all contribute to the landscape and narrative of the site and as such are part of the fabric of Beach Park. Their removal would seriously diminish the integrity of the historic district and create a risk of losing National Register historic status and along with it eligibility for funding and federal protections.

Heritage Capital Grant Funding

Current and future potential funding for the maintenance and restoration of Beach Park under the Washington State Heritage Capital Grant program and other cultural funding sources are based on a demonstrated intent to preserve and operate historic buildings and resources as a public benefit. The demolition of historic buildings within a National Register Historic District as a means of avoiding that responsibility is inconsistent with generally recognized stewardship practices and would diminish the City's competitiveness in being awarded funding for the remaining buildings in the district.

As preparers of the original National Register of Historic places nomination for Covenant Beach Bible Camp in 2005, we certainly hope that the City will consider alternatives to the demolition of buildings at the park. As the City of Des Moines uses current State historic preservation funds for the restoration of the Dining Hall, I hope decision makers will recognize that they are demonstrating how partnerships help Washington preserve its historic places. The willful demolition of important historic buildings would severely damage the City's opportunities for funding partnerships in the future.

Patrice I was able to speak with Greg Griffith at the Washington State Department of Archaeology and Historic Preservation about this matter as well as advocates at the Washington Trust for Historic Preservation. The conversations confirmed my belief that there are partners for an alternative to the demolition of buildings within the Beach Park Historic District. I certainly hope those alternatives are fully explored before any decisions are made. I would be willing to help however I can.

Sincerely,

Michael

Michael Sean Sullivan
Artifacts
201 North Yakima Avenue
Tacoma, WA. 98403
253.572.4599



Memorandum



To: Patrice Thorell, Parks & Recreation

CC:

From: Development Services

Date: April 24, 2013

Re: Preliminary Permitting and Costs for
Demolition of Beach Park Buildings

Assumptions:

1. All identified buildings would be removed within a relatively close time frame. Proposed buildings include: Carlson House, Sun Home Lodge, Caretaker's Residence, Sports Cabin, Roadside Cabin.
2. Programmatic review – all proposed work reviewed as one project under single permits.
3. Special studies will be required for the permit submittals. No cost estimates/RFPs have been conducted at this time. Staff rough estimate of \$20-25,000
4. Demolition permit fees based on rough contractor estimates of \$8500 for four smaller buildings and \$15000 for Sun Home Lodge.

Permits/Reviews/Fees:

1. Shoreline Substantial Development Permit, \$3500
2. SEPA Environmental Review, \$4500
3. Critical Areas Review, \$4500
4. Flood Hazard Development Permit (fees part of critical areas review)
5. Demolition Permit \$1375 (based upon assumption #4)

Special Studies:

1. Wetland delineation and restoration
2. Stream delineation and restoration
3. Hillside/Ravine Sidewall – including structural implications from removal of buildings at the toe of slope
4. Floodplain/Base Flood Elevation/Biological Assessment

COUNCIL MEETING HANDOUTS



DATE _____

[illegible]

REVISED MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue South, Des Moines**

July 25, 2013 - 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Nutting.

ROLL CALL

Council present: Mayor Kaplan; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage, Bob Sheckler and Carmen Scott.

Mayor Pro Tem Pina was absent.

Councilmember Musser moved to excuse Mayor Pro Tem Pina; seconded by Councilmember Burrage.

The motion passed 6-0.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Planning, Building and Public Works Director Dan Brewer; Management Consultant Grant Fredricks; Community Development Manager Denise Lathrop; Engineering Services Manager Brandon Carver; SWM Utility Manager Loren Reinhold; Clerk Tina Hickey.

COMMENTS FROM THE PUBLIC

CJ Ellsworth, Kent Youth & Family Services; thanked Council for their continued support.

Robert Pond, 23116 30th Ave. S; thanked Council for scaling back on the beach park projects and spoke against Proposition 1.

JC Harris, 21834 12th Ave. S; spoke regarding content of website and Proposition 1, asked Council to come up with a plan to make the homes in the city look better.

Matthew Higgins, 2630 S 226th St. #C304; spoke in favor of community gardens, and requested that a new one be allowed in the northeast zone of the City.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Scott:

- Past weekend activities:
 - Farmers Market.
 - Antique Car and Boat Show.
 - Pancake Breakfast.
 - Waterland Parade.
- Shakespeare in the Park, Sunday, August 4th @ 7:00 p.m.
- Concerts in the Park Wednesday evenings.

Councilmember Sheckler:

- No report.

- Destination Des Moines.
- Toni Overmyer.
- Jet Chevrolet.
- Knight's Car Club.
- Seafair Commodores.
- Police Department.
- Parks, Recreation & Senior Services.
 - Movie Night:
 - *Brave*
 - *Avengers*, August 9
 - *Hotel Transylvania*, August 23
- National Night Out is August 6th:
 - Contact CSO Kory Batterman by July 30, 2013.

PRESIDING OFFICER'S REPORT

Mayor Kaplan:

- Wished Councilmember Sheckler a Happy Birthday.
- Seconded comments made about the summer events:
 - Mid-Sound Summer Social.
 - Wesley Homes BBQ.
 - Long Term plans.
- Dinner honoring City Volunteers:
 - If interested, contact City Staff.
- Waterland Activities.
 - Waterland Parade.
 - Thanked Tony Overmyer.
 - Seafair back in Des Moines for Waterland.
- New housing projects going on.
- A lot of home improvements going on.
- Re-development on commercial side of things.
 - Two QFC property owners have an interest in seeing a grocery store on that block.
 - Not clear yet how that is going to work.
- Wesley Homes has requested a Councilmember to come and speak to them on September 24, 2013 @ 7:00 p.m.
 - Mayor Kaplan asked Councilmember Musser if she was able to attend.
 - She is and is honored to speak.

ADMINISTRATION REPORTS

- LIBRARY ADVISORY BOARD UPDATE:
 - Tony Wilson, President of the Library Advisory Board, gave a brief presentation to Council.
- PROP 1 STREET PAVING BALLOT PROPOSITION STATUS REPORT
 - Planning, Building and Public Works Director, Dan Brewer, presented to Council a Power Point Presentation on Proposition 1.
- City Manager Piasecki announced that long time employee Janet Beeck is retiring and explained to Council how the position will be filled.

Second Motion is to accept the award from 4Culture for the 2013 Arts & Heritage Equipment Program in the amount of \$5,000 for a Portable Stage Ramp for ADA Accessibility, and to authorize the City Manager to sign a contract consistent with the terms of the award.

Direction/Action

Motion made by Councilmember Musser to approve the consent agenda; seconded by Councilmember Nutting.
The motion passed 6-0.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Item 1: PUBLIC HEARING ON DRAFT ORDINANCE 13-011, SIGN CODE CHANGES
Staff Presentation Management Consultant Grant Fredricks and
Community Development Manager Denise
Lathrop

Mayor Kaplan opened the Public Hearing at 8:18 p.m.

Management Consultant Grant Fredricks and Community Development Manager Denise Lathrop gave a power point presentation.

Mayor Kaplan called for those wishing to speak on the issue.

Mr. Kurnick, Vice President of Council at Grace Lutheran Church, 22975 24th Avenue S, asked that digital signs for churches be allowed to go up to 80 feet, such as the sign at Mt. Rainier High School.

Bob Pond, 23116 30th Avenue S, would like to add guidelines for yard and garage sales signs.

John O'Neal, Lead Pastor at Grace Lutheran Church, 22975 24th Avenue S, thanked Council for taking a look at including churches in the proposed Sign Code changes. Mr. O'Neal asked that churches be grouped together with Community Centers and Schools.

Mayor Kaplan asked 3 times if anyone wished to speak.

Seeing none Mayor Kaplan closed the public hearing at 8:41 p.m.

Councilmember Sheckler asked Mr. Kurnick for clarification on his comment about reaching out and touching people unable to care for their property.

Councilmember Burrage commented on the size of the signs at Fred Meyer and Lowes, which exceed 150 square feet. Community Development Manager Lathrop said she would research that issue with the City of Kent as those two properties are within Kent's City Limits.

Councilmember Scott questioned if Churches are allowed to have digital signs, such as Furney's Nursery. Management Consultant Fredricks said that they are allowed to have a 24 square foot sign.

Mayor Kaplan asked staff if the current sign code specifically prohibits billboards, which it does.



September 5, 2013

[illegible]

Covenant Beach Historic District

Des Moines Beach Park Buildings Review

Des Moines City Council

September 5, 2013



City Council Policy Questions

The City Council may:

- A. Restore the Beach Park Historic District buildings in the 2014 – 2019 CIP as unfunded “as is” .
- B. Restore the Beach Park Historic District buildings in the 2014 – 2019 CIP with matching funds as available.
- C. Establish a Citizens Advisory Committee to investigate alternative restoration and/or funding options for Beach Park Historic District buildings restoration and maintenance.
- D. Proceed with the building removal process for selected buildings.
- E. Identify other policy issues to consider.

Beach Park Historic District Designation (Attachment #1)



- Des Moines Beach Park Historic District (Covenant Beach Bible Camp) Listed on State Register in 1988 and National Register in 2006. Defined as area north of Park's pedestrian bridge to just west of the Marine view Drive S. underpassage.
- Covenant Beach Bible Camp - Only remaining intact church camp on Puget Sound with recreational, natural and historic resources for public use.
- Camp Buildings- distinctive Swedish architectural character in rehabilitation condition: Dining Hall-(1934) designed by first female graduate of UW school of architecture, Auxiliary Hall/Picnic Shelter (1920's), Sun Home Lodge (1934) Roadside Cabin (1931), Sports Cabin (1931), Carlson House (1935) and Bath House and Wood Shop/Restrooms (1945).
- Founders Lodge and Caretaker's Cabin (non-contributing, but included in the Historic District).

Compliance with City Code, State and National Listing Construction Requirements and Processes

- 1) DMMC Chapter 18.96 Des Moines Landmarks Commission- Work on Listed historic properties requires a Certificate of Appropriateness, Type I, Type II or Type III review process (Attachment #8)
- 2) Listed Historic Properties must Follow the Secretary of Interior's Standards for the Treatment of Historic Properties (1995) (Attachments #2, #3 and #8)
- 3) FEMA Executive Order 11988- Floodplain Management-Listed Historic Structures are exempted from FEMA substantial improvement requirements and may rehabilitate, repair and maintain assets "in place" regardless of its location in a Flood Plain
- 4) Listed properties qualify for County, State, Federal and private grants: Washington Heritage Capital Grant Fund, State and Federal Appropriations, 4Culture Historic Preservation grants, Non-Profit grants
- 5) State Executive Order 0505 (2005)- Projects with state funds are required to integrate the Department of Archaeology and Historic Preservation (DAHP), the Governor's Office of Indian Affairs (GOIA), and concerned tribes into their capital project planning process (City Council Attachments #2 and #3)

Projects Included as State Grant Project Match

Expended: Heritage Capital Grant Contract #CPF 09-15 (\$1M) and Department of Commerce Contract Number 06-96100-418 (\$295,000). Projects total \$3,525,200:

2007	Auditorium and Sun Home Lodge Drainage Project (MCI)
2008	Dining Hall Lift and New Foundation (MCI)
2008- 2011	Beach Park Historic District Building Rehabilitation Designs (MCI)
2010	Picnic Shelter and Restroom Building Roofing (Insurance)
2010- 2011	Des Moines Creek Modifications (SWM and MCI)
	Auditorium Renovation/Utilities (MCI and King County)
	Dining Hall Deck Construction (MCI)
2012	Auditorium Roof/Insulation (Fund 506)

Proposed: 2014-2015 Heritage Capital Grant Award of \$850,000. Projects total \$2,472,000:

2010- 2011	Des Moines Creek Modifications (SWM and MCI)
	Auditorium Renovation/Utilities (MCI and King County)
2012	Auditorium Roof/Insulation (Fund 506)
	Founders Lodge Repairs (Fund 506)
	Dining Hall Landscaping (MCI/Parks/PBPW GF Budget)

Historic Building Assessments



Roadside Cabin



Sports Cabin

Caretaker's Cabin (not pictured)



Carlson House



Sun Home Lodge

Building Assessments (Attachments #4, #6 and #7)

- Sun Home Lodge (ca. 1934)** Building is in generally fair condition. Repairs needed for occupancy: new pin pile supported concrete foundation, repairs to exterior stairs and decking and addition of interior sheathing and interior and exterior shearwalls. Cost estimates are based on architect's visual assessment and engineer's structural evaluation.
- Carlson House (ca. 1935)** Building is in generally good condition. Repairs needed for occupancy: deck repairs, interior and exterior repairs. Cost estimates are based on visual assessment.
- Sports Cabin (ca. 1931)** Building is in generally fair condition. Repairs needed for occupancy: decking and stairs, exterior and interior repairs. Cost estimates are based on architect's visual assessment.
- Roadside Cabin (ca. 1931)** Building in generally fair condition. Repairs needed for occupancy: new framing and foundation, exterior and interior repairs. Cost estimates are based on architect's visual assessment.
- Caretaker's Cabin (non-contributing)** Building is in generally good condition. Repairs needed for occupancy: doors, windows, bathroom and kitchen repairs. Cost estimates are based on architect's visual assessment.

Estimated Building Removal Project Costs- Council Packet Attachments # 5 and #11

City Permits and Reviews*:

- Shoreline Substantial Development Permit \$3,500
- SEPA Environmental Review \$4,500
- Critical Areas Review \$4,500
- Flood Hazard Development Permit (fees part of critical areas review)
- Demolition Permit \$1,350

Estimated City Permits and Reviews \$13,875

*Cost of Certificate of Appropriateness Type III, not included

State and Tribes Reviews:**

- Section 106- Department of Archeology and Historic Preservation Review (Part of SEPA Review, mitigation costs unknown)
- Executive Order 0505- Office of Tribal Affairs (Part of SEPA Review, mitigation costs unknown)
- Washington Capital Heritage Fund Grant Review

**Grant and Historic District disruption mitigation costs are unknown

Special Studies^{***} – City:

- Wetland delineation and restoration
- Stream delineation and restoration
- Hillside/Ravine Sidewall – including structural implications from removal of buildings at the toe of slope
- Floodplain/Base Flood Elevation/Biological Assessment
- Certification of Appropriateness (COA) Type III
 - Analysis of Public Health and Safety Threat (Landmarks)
 - Economic Impact Study (Landmarks)
- Archeological Survey

Special Studies Costs Estimate \$25,000- \$40,000

^{***}Assumptions:

All identified buildings would be removed within a relatively close time frame. Proposed buildings include: Carlson House, Sun Home Lodge, Caretaker's Residence, Sports Cabin and Roadside Cabin. Programmatic review – all proposed work reviewed as one project under single permits.

Special studies will be required for the permit submittals

Landmarks COA studies costs are unknown.

No formal cost estimates/RFPs have been conducted at this time.

Building Removal****:

•Admin.1%	\$697
•Project Management 10%	\$10,578
•Asbestos & Lead Abatement	\$17,261
•Buildings Demolition	\$45,900
•Site Restoration	\$7,000
•Sales Tax	\$6,665
•Disconnect Utilities	\$1,840
•Contingency 10%	\$10,578

Building Removal Cost Estimates: \$100,519

**** Based on City estimates no formal cost estimates/RFPs have been conducted at this time.

Total Est. Cost to Remove Buildings: \$139,369 - \$154,394

Mitigation Costs (up to 100% of grant investments)

Historic Buildings Rehabilitation Capital Cost Estimates **Council Packet Attachment # 5**

Sun Home Lodge	\$640,952
Carlson House	\$271,263
Sports Cabin	\$66,512
Roadside Cabin	\$85,559
Caretaker Cabin	<u>\$78,991</u>
Total	\$1,143,277
(Architect's and Engineer's Estimates)	

Capital building rehabilitation cost estimates include reviews, permits and special studies previously identified with building removal cost estimates

Potential Capital Revenues for Historic Buildings

1. Washington Heritage Capital Fund (up to \$1M, requires 2 to 1 match)
2. State Appropriations/Dept. of Commerce Funds (up to \$1M, may require 1 to 1 match)
3. Recreation and Conservation Office (up to \$500,000, requires 1 to 1 match)
4. King County Parks Levy (\$300,000 estimated over 6 years, 2014-2019)
5. King County 4Culture Grants (\$10,000 - \$25,000 per project)
6. Non-Profit Foundations (no matching requirement)
7. Private Donations (no matching requirement)
8. Volunteer Labor (no matching requirement)
9. Voted Initiative (voter approval required)

Council Packet Attachment #8 Rules and Procedures of the City of Des Moines Landmarks Commission DMMC 18.96

Part VI: Certificates of Appropriateness (council packet pages 279-284)

Type I COA (pages 280-281) May be approved administratively by the Preservation Officer

- ✓ For major repairs, in-kind replacement or restoration work of any feature of significance of a landmark property of landmark district

Type II COA (pages 281-282) Requires a Commission review and public hearing

- ✓ For alterations in appearance of a significant feature, additions to a landmark or new construction on a landmark site or in a landmark district, or any excavation of a landmark site

Type III COA (pages 282-284) Requires a Commission review and public hearing

- ✓ For demolition in part or whole or relocation of a landmark or a significant feature of a landmark district, excavation of a landmark site and for excavation, test boring, site clearing or construction and grading activity on a landmark archaeological site

Type III Certificate of Appropriateness issued only when one or both of the following conditions have been established:

A. The requested action is required to alleviate a threat to public health and safety (pages 282-283)

Considerations are:

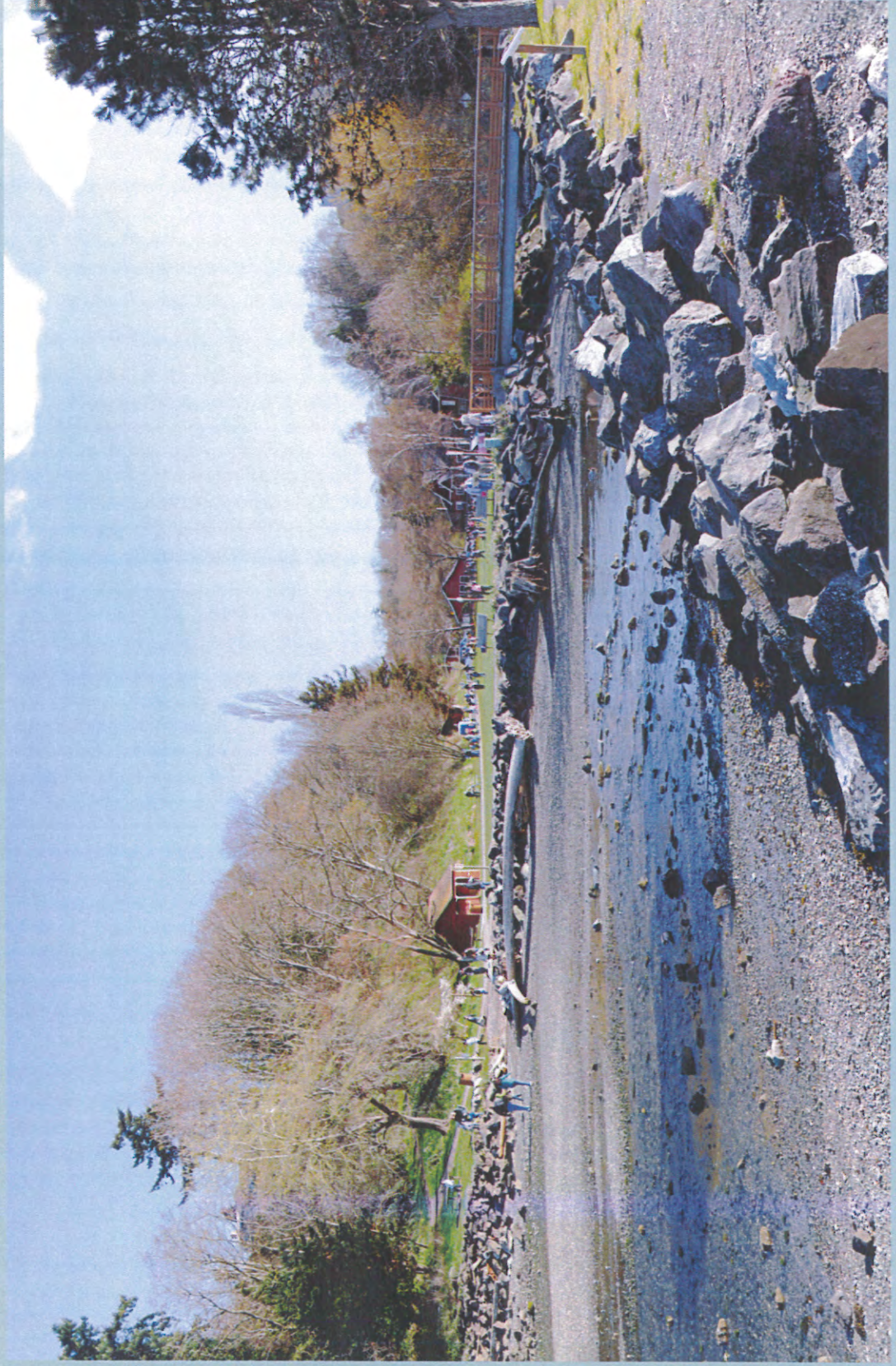
1. A major and imminent threat exists as demonstrated by an independent analysis
2. All available alternatives for rectifying the threat have been considered
3. The cost of rectifying the threat would create a condition whereby the investments into the building are incapable of earning a reasonable return

B. The requested action is required to rectify a condition of unreasonable economic return Part VII: Evaluation of Economic Impact, (pages 284-287)

Considerations are:

1. Landmark is incapable of making a reasonable economic return without making the alterations or significant changes proposed
2. Landmark is not marketable or able to be sold or leased when listed
3. Infeasibility of alternative uses that can earn a reasonable economic return for the Landmark
4. Potential economic incentives or funding available to the Landmark's owner through federal, state, county, city or private programs
5. Owner has the intent and secured financial ability, demonstrated by documentary evidence to complete the building or structure proposed to replace the Landmark
6. The Commission may appoint an expert(s) to provide advice or testimony concerning the value of the property, availability of incentives and economic impacts of approval or denial of a COA
7. Any economic impact caused intentionally or by willfull neglect shall not be a basis for granting a COA

Questions?



Estimated Building Removal Project Costs

BUILDINGS REMOVAL EXPENDITURE ESTIMATES								
COST ELEMENTS	TOTAL*	Sun Home	Carlson	Sports	Roadside	Caretaker		
ADMINISTRATION 1%	\$ 697	\$ 361	\$ 140	\$ 70	\$ 58	\$ 68		
PROJ MANAGEMENT 10%	10,578	7,220	1,404	702	576	676		
LEAD/ASBESTOS	17,261	6,358	8,448	1,621	834			
DEMOLITION	45,900	24,750	5,400	5,250	5,250	5,250		
IMPROVEMENTS	7,000	5,000	200	150	150	1,500		
SALES TAX 9.5%	6,665	3,430	1,335	667	592	641		
DISCONNECTS	1,840	1,280	530			30		
PERMITS/STUDIES	37,500	7,500	7,500	7,500	7,500	7,500		
ARCHEOLOGY SURVEY	5,000	10,000	2,000	500	500	2,000		
CONTINGENCY 10%	10,578	7,220	1,404	702	576	676		
MITIGATION (UNKNOWN)								
TOTAL	\$ 153,019	\$ 73,119	\$ 28,361	\$ 17,162	\$ 16,036	\$ 18,341		

Estimated Building Rehabilitation Project Costs

BUILDINGS REHABILITATION EXPENDITURE ESTIMATES							
COST ELEMENTS	TOTAL*	Sun Home	Carlson	Sports	Roadside	Caretaker	
ADMINISTRATION 1%	\$ 7,112 \$	3,950 \$	1,700 \$	422 \$	540 \$	500	
CIP PROJ MANAGEMENT 5%	36,255	19,737	9,191	2,112	2,710	2,505	
DESIGN / ENGINEERING	108,765	61,606	25,181	6,335	8,129	7,514	
SOILS/ MONITORING	9,000	5,000	1,000	1,000	1,000	1,000	
BUILDINGS	709,138	394,741	167,879	42,231	54,193	50,094	
PROJECT ADMIN. (CONST.) 10%	63,758	39,470	16,788	2,000	3,000	2,500	
SALES TAX 9.5%	67,367	37,500	15,948	4,012	5,148	4,759	
PERMITS/CONTINGENCY 20%	141,882	78,948	33,576	8,400	10,839	10,119	
TOTAL	\$ 1,143,277 \$	640,952 \$	271,263 \$	66,512 \$	85,559 \$	78,991	