

ORDINANCE No.

121251

COUNCIL BILL No.

114650

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute a development agreement for the International District Chinatown Community Center between the City of Seattle and the Seattle Chinatown International District Preservation and Development Authority; and to accept a deed conveying a condominium interest for Unit 2 of the structure described as IDVS 2.

## COMPTROLLER FILE No.

Introduced:	AUG 4 - 2003	By:	DRAGO
Referred:	AUG 4 - 2003	To:	Finance, Budget, Business & Labor Committee
Referred:		To:	
Referred:		To:	
Reported:		Second Reading:	
Third Reading:	8-11-03	Signed:	8-11-03
Presented to Mayor:	8-12-03	Approved:	8/19/03
Returned to City Clerk:	8/19/03	Published:	Little 2PR
Vetoed by Mayor:		Veto Published:	
Passed over Veto:		Veto Sustained:	

## The City of Seattle--Legislative

## REPORT OF COMMITTEE

Honorable President:

Your Committee on

to which was referred the within Council Bill No.

report that we have considered the same and respectfully recommended that the same:

Pass 3-0 JO, NL, PS8-11-03 Passed 7-0 (Excused: Licata)Law Department

Committee Chair

Me

*San Diego*

# The City of Seattle--Legislative Department

## REPORT OF COMMITTEE

Date Reported  
and Adopted

Honorable President:

Your Committee on \_\_\_\_\_

to which was referred the within Council Bill No. \_\_\_\_\_  
report that we have considered the same and respectfully recommended that the same:

*Pass 3-0 JD, NL, PS*

*8-11-03 Passed 7-0 (Excused: Licata, McIver)*

business

*Law Department*

Committee Chair

SMEAD 45 YSP 17703

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ORDINANCE 121251

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute a development agreement for the International District/Chinatown Community Center between the City of Seattle and the Seattle Chinatown International District Preservation and Development Authority; and to accept a deed conveying a condominium interest for Unit 2 of the structure described as IDVS 2.

WHEREAS, the 1999 Seattle Center and Community Center Levy provides funds for the joint development of a Community Center in partnership with the Seattle Chinatown Preservation and Development Authority (SCIDPDA) to be located within Phase II of the International District Village Square Project (IDVS2); and

WHEREAS, the City of Seattle and SCIDPDA have entered into prior agreements including a Bond Payment Guaranty Agreement, Special Obligation Bonds, 2002 Series A (Housing Facilities) dated December 12, 2002, and a Bond Payment Guaranty Agreement, Special Obligation Bonds, 2002 Series B (Community Facilities) also dated December 12, 2002 for IDVS2; and

WHEREAS, the City of Seattle wishes to enter into an agreement with SCIDPDA to guide the development of the Community Center; and

WHEREAS, the proposed Development Agreement provides for the design and construction of a Community Center, and for the conveyance of a condominium interest in said Community Center (known as Unit 2 of IDVS2) to the City of Seattle; NOW,  
THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The Superintendent of Parks and Recreation or his designee is hereby authorized to execute and perform, on behalf of the City of Seattle, an agreement with Seattle Chinatown International District Preservation and Development Authority (SCIDPDA) substantially in the form of Attachment 1 to this ordinance.

Section 2. The Superintendent of Parks and Recreation or his designee is hereby authorized, on behalf of the City of Seattle, to acquire by bargain and sale deed, when and only

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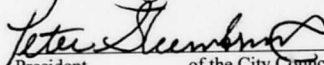
when the Conditions Precedent to closing set forth in Exhibit E to Attachment 1 have all been fulfilled, the following described real property, and to accept such deed therefor:

Unit 2 under the Declaration of Condominium and Covenants, Conditions and Restrictions for IDVS2, a Condominium, recorded under AFN20021211002628 and the Survey Map and Plans Recorded under AFN 20021211002627, Vol. 187 of Condominiums, Pages 14-25, both in King County, Washington

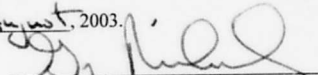
Section 3. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 4. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 11<sup>th</sup> day of August, 2003, and signed by me in open session in authentication of its passage this 11<sup>th</sup> day of August, 2003.

  
President \_\_\_\_\_ of the City Council

Approved by me this 19 day of August, 2003.

  
Gregory J. Nickels, Mayor

Filed by me this 19<sup>th</sup> day of August, 2003.

  
City Clerk

(Seal)

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Candice Chin/CC  
IDVS2 ORD  
7/22/03  
version #4

Attachment 1: Development Agreement for International District/Chinatown Community Center  
Between City of Seattle and Seattle Chinatown International District Preservation  
and Development Authority

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Attachment 1

DEVELOPMENT AGREEMENT  
FOR  
INTERNATIONAL DISTRICT/CHINATOWN COMMUNITY CENTER  
BETWEEN  
CITY OF SEATTLE  
AND  
SEATTLE CHINATOWN INTERNATIONAL DISTRICT PRESERVATION AND  
DEVELOPMENT AUTHORITY

THIS DEVELOPMENT AGREEMENT ("Agreement") related to the development, design and construction of a new community center as part of the International District Village Square Phase 2 Project is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by and between THE CITY OF SEATTLE ("City"), acting by and through its DEPARTMENT OF PARKS AND RECREATION ("Parks"), and the SEATTLE CHINATOWN INTERNATIONAL DISTRICT PRESERVATION AND DEVELOPMENT AUTHORITY, a public corporation chartered by the City ("SCIDPDA").

RECITALS

- A. SCIDPDA was chartered by the City pursuant to RCW 35.21.730 et seq. and Seattle Municipal Code ("SMC") Chapter 3.110 to "work for the conservation and renewal of the unique cultural and ethnic integrities characteristic of the area historically known as the Chinatown-International District," and "to expand and preserve the residential community, especially for low-income people."
- B. SCIDPDA has undertaken to develop, design and construct the International District Village Square Phase 2 Project ("Project"), a mixed use project containing (i) a community center ("International District Community Center" or "Community Center"), (ii) low-income family housing, and (iii) certain other community facilities, including parking, a branch public library and other uses. The Community Center (and community facilities) will be developed by SCIDPDA. The Community Center will thereafter be a separate condominium unit owned by the City, by and through Parks. The community facilities will be owned and managed by SCIDPDA. The right and responsibility to develop, own and manage the low-income family housing has been assigned by SCIDPDA to IDVS 2 Family Housing LLC. However, SCIDPDA will be the managing member of IDVS 2 Family Housing LLC.
- C. The Project, including its Community Center, will provide significant public benefits to the community by providing public recreational opportunities, a public branch library and low-income family housing.
- D. SCIDPDA is the owner of the Project site, more particularly described as follows:



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Lots 1 to 8, inclusive, of Turner's Supplemental Plat of the east half of Block 52, D.S. Maynard's Plat of the Town, now City of Seattle, according to the plat thereof recorded in Volume 1 of Plats, page 169, in King County Washington together with that public alleyway vacated by Ordinance 120063;

EXCEPT the south 12 feet of said Lots 1 to 4, inclusive, condemned in King County Superior Court Cause Number 52652, for Dearborn Street, as provided by Ordinance Number 13320 of the City of Seattle.

- E. The City and SCIDPDA have entered into separate agreements related to the Project, including, without limitation, the following: (i) Bond Payment Guaranty Agreement, Special Obligation Bonds, 2002 Series A (Housing Facilities) dated December 12, 2002 (the "Series A Bond Agreement") and Bond Payment Guaranty Agreement, Special Obligation Bonds, 2002 Series B (Community Facilities) dated December 12, 2002 (the "Series B Bond Agreement").
- F. In November 1999, City of Seattle voters approved Proposition 1, providing funding for the development and expansion of 11 community centers. Among other things, Proposition 1 made \$2,100,000 in Parks funding available for the Community Center. From this source of Parks funding, SCIDPDA and the City have agreed that \$216,000 will be retained by Parks as consideration for: (i) design review, administration, project management, and construction inspection services provided by Parks in connection with the Project; (ii) the City's "One Percent for Art" public works construction project program requirements; and (iii) the acquisition of certain equipment and materials for the Community Center. Therefore, the remaining funding available from this Parks source is \$1,884,000.
- G. Additional Parks funding in the amount of \$250,000 from the Parks Levy Opportunity Fund is available for the Community Center.
- H. As a result of the foregoing, the City has made a total of \$2,350,000 in Parks funding available for the Community Center.
- I. Other sources of City funding are also available for the Community Center.
- J. City funding in the amount of \$199,000 from the City's Department of Neighborhoods "Neighborhood Matching Fund" is available for the Community Center gymnasium. These funds will be administered pursuant to a separate agreement between SCIDPDA and the Department of Neighborhoods.
- K. City funding in the amount of \$175,000 in the form of Community Development Block Grants is available for the Community Center. Funding from this City source will be administered pursuant to a separate agreement between SCIDPDA and the City's Department of Human Services.

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- L. As a result of the foregoing Recitals, the total remaining City funding available from all City sources for the Community Center is \$2,508,000 (\$2,724,000 less \$216,000 retained by Parks as set forth above). The total cost of the Community Center is presently estimated to be \$3,908,784, with SCIDPDA being responsible for arranging for the remainder of the financing.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City, by and through Parks, and SCIDPDA agree as follows:

#### ARTICLE I

##### DEFINITIONS

- 1.1 "SCIDPDA" means the Seattle Chinatown International District Preservation and Development Authority.
- 1.2 "Project" means the development, design, permitting and construction of the International District Village Square Phase 2 Project at the Project site, including the Community Center, community facilities, low-income family housing, and retail/commercial space.
- 1.3 "Community Center" means the gymnasium, restrooms, multi-purpose room, reception area, office space, kitchen and other facilities described in and meeting the specifications of the Community Center Design Program dated January 2, 2001 and the Community Center Design Standards, attached hereto, respectively, as Exhibits A and B and incorporated herein by this reference.
- 1.4 "Regulatory Approvals" means all the necessary permits, licenses and other governmental and regulatory approvals and authorizations required to develop the Project, including the Community Center, including without limitation, all necessary SEPA review and required demolition, grading, construction, use and occupancy permits and approvals.
- 1.5 "Parks Representative" means the individual designated by Parks to facilitate the reviews and approvals hereunder. The Parks Representative will serve as the Parks liaison during the Community Center design phase and will be primarily responsible for coordinating and conducting such design review on behalf of Parks. The Parks Representative will also serve as the Parks liaison during the Community Center construction phase, and will be primarily responsible for coordinating and/or undertaking construction administration and inspections related to the Community Center on behalf of the City. The Parks Representative will visit the Project site regularly, and attend and participate in construction meetings relating to the Project, including the Community Center; provided, however, that SCIDPDA will be responsible for ensuring that the entire Project is constructed in accordance with all approved designs and specifications.

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- 1.6 "Substantial completion" or "substantially completed" means the state of completion reached when the temporary certificate of occupancy is issued for the Community Center and the Community Center is ready for occupancy for its intended uses.
- 1.7 "Final completion" or "finally completed" means the state of completion reached when (i) a permanent Certificate of Occupancy has been issued for the Community Center, (ii) the Community Center may be used or occupied for its intended uses, and (iii) all items of work associated with the Community Center, including "punch list" and close-out obligations, have been satisfactorily completed.
- 1.8 "Force majeure" shall mean delays due to war, terrorism, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, weather or soils conditions that necessitate delays, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts or failure to act of any public or governmental entity or any other causes beyond the control or without the fault of SCIDPDA.

#### ARTICLE II

##### DEVELOPMENT OF COMMUNITY CENTER

- 2.1 **Covenant to Develop the Community Center; Assignment.** Subject to (a) the applicable terms and conditions of any other agreement(s) between the City and SCIDPDA and (b) the agreements, terms and conditions herein, and including the payment of the funds by the City as agreed hereunder, SCIDPDA promises to develop, design and construct the Community Center. SCIDPDA agrees that it will not assign any of its rights or responsibilities under this Agreement to any third party without the prior written approval of the City, which approval will not be unreasonably withheld. SCIDPDA further agrees that it will ensure that any such assignee is fully bound by the terms and conditions of this Agreement.

Before commencing construction of the Community Center, SCIDPDA has completed any required SEPA process and has received all applicable Regulatory Approvals related to the Project, including those necessary to commence such construction. All administrative or other appeals associated with such process and approvals have been resolved or the time periods therefor have expired without any such appeal having been brought.

- 2.2 **Use of City Funding.** Unless otherwise agreed to, SCIDPDA agrees its use of City funding pursuant to this Agreement will be strictly limited to the development, design and construction of the Community Center.
- 2.3 **Obligation to Complete Work Once Commenced.** Once construction of the Community Center has been commenced, SCIDPDA will proceed with diligence to cause

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such Community Center to be constructed on the Project site in accordance with all approved Project designs and specifications, subject to delays for force majeure.

- 2.4 Compliance with Project Schedules.** SCIDPDA will at all times exercise its best efforts, subject to delays for force majeure, to adhere to the Community Center construction schedule. The approved construction schedule is attached hereto as Exhibit C and incorporated herein by this reference.
- 2.5 Community Center Contracts and Required Approvals.** Each contract related to the construction of the Community Center, including the design and general construction contracts for the Community Center, will be awarded by SCIDPDA pursuant to processes that: (a) satisfy all state and local laws for the solicitation of proposals or bids by contractors who are qualified to undertake development or construction of the Community Center, and (b) fully comply with all other applicable federal, state and local requirements applicable to the Community Center, including those requirements related to the inclusion of required terms and conditions applicable to the Community Center in all such contracts. Among other requirements, such contracts will meet the following requirements for City public works projects utilizing City funding: (i) fair contracting practices (Chapter 14.10 SMC); (ii) all applicable federal, state and local nondiscrimination requirements; and (iii) the requirements set forth in RCW 35.22.650.
- 2.6 Americans with Disabilities Act.** SCIDPDA will comply, and require its consultants and contractors to comply, with all applicable provisions of the Americans with Disabilities Act ("ADA") in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.
- 2.7 Available Parks Community Center Funding.** Subject to the terms and conditions of any separate agreements between the City and SCIDPDA, and as described in the Recitals, the maximum possible contribution to the Community Center from all City sources is \$2,724,000. The maximum possible contribution to the Community Center from Parks is \$2,350,000, of which \$2,134,000 remains available for Community Center purposes as of the date of the execution of this Agreement. As noted in the Recitals, funding for the Community Center from City sources other than Parks will be administered by separate agreements between SCIDPDA and those other City sources. The purpose of this Agreement is to provide only for the possible contribution of remaining Parks funding to the Community Center. Nevertheless, SCIDPDA's obligations hereunder are conditioned on the receipt of the funds provided for in this Agreement as well as the other agreements with the City for funding, so long as any failure to fund is not due to SCIDPDA's breach of its obligations under such agreements.
- 2.8 Community Center Funding Contribution Payments.** Provided SCIDPDA is in compliance with the terms and conditions of this Agreement and any separate agreements it has with the City in connection with the Community Center, Parks will make payments to SCIDPDA not exceeding \$2,134,000 in accordance with the following:

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- (a) SCIDPDA may submit monthly requests for payment (invoices) to Parks based upon (and not in excess of) the percentage of work completed based on a mutually agreed upon schedule of values contained in the budget for the Community Center; provided, however, that Parks will be permitted to retain 10% of each draw request until final completion has been achieved. Notwithstanding the foregoing, SCIDPDA will not be entitled to disbursement of such funds if it has failed to deliver the deed to the Community Center in breach of its obligations under Exhibit E attached hereto. SCIDPDA will adhere to the invoice format and submittal procedure provided by Parks, including the provision of required documentation in support of payment requests.
- (b) Payment requests will be directed to the Parks Representative at the Parks and Recreation Department, 800 Maynard Avenue South, Third Floor, Seattle, WA 98134-1336, and shall be signed by an authorized representative of SCIDPDA. The Superintendent of Parks, or his or her designated representative, shall issue his or her approval or disapproval in writing within ten (10) working days of receipt of all required documentation. If the payment request is disapproved, the notice thereof shall contain the reasons for the disapproval; SCIDPDA may correct the reasons for disapproval and resubmit the request for disapproved items. Upon approval of the payment request by the Superintendent, or his or her designated representative, payment will be made to SCIDPDA within sixty (60) days after notice of the approval. The City will use its best efforts to expedite this payment process so that payment can be made as quickly as possible to SCIDPDA.
- (c) In order to provide for the accurate accounting of expenditures made from the various City and other funding sources that will contribute to the Project, and to help ensure that Parks funding hereunder is used only for the construction of the Community Center, SCIDPDA will be required to account for costs, expenditures and funding sources associated with the Community Center separately from the other Project elements.
- 2.9 Substantial Delay.** SCIDPDA will immediately notify Parks in the event there is any significant risk that there will be (i) a substantial delay of over five (5) working days in the completion of the Community Center as shown in the construction schedule therefor; or (ii) significant risk of increased costs for the Community Center.
- 2.10 City Audits.** Upon request, SCIDPDA (including any assignees of rights or responsibilities under this Agreement) will permit the City to inspect and audit all pertinent books and records of SCIDPDA, its assignees, its consultants and contractors, any subcontractors, or any other person or entity that performed work in connection with or related to the Project, at any and all times deemed necessary by the City, including up to six years after the final payment has been made by Parks under this Agreement. Such inspection and audit shall occur in King County, Washington or other such reasonable location as the City selects. SCIDPDA will supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof. SCIDPDA will ensure that such inspection, audit and copying right of the City is a condition of any contract or

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agreement, subcontract, or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

In addition, promptly following final close out of the construction and accounting for the Project, SCIDPDA will provide to Parks a final accounting of the receipt of funds from the City under this Agreement and the expenditure of such funds.

### ARTICLE III

#### COMMUNITY CENTER DESIGN AND SPECIFICATION PHASE

**3.1 Development of the Preliminary and Final Design.** A contract for the design of the Project, including the Community Center, has previously been awarded by SCIDPDA. SCIDPDA will continue to be solely responsible for the administration of the Project design contract:

- (a) **Overall Design Responsibilities.** SCIDPDA will continue to be responsible for overseeing the design development agreement for the Community Center. The parties agree that the Final Project Design Documents for the Community Center that have been produced pursuant to that agreement are consistent with the Community Center Design Program (Exhibit A hereto), Community Center Design Standards (Exhibit B hereto), which are the applicable City and Parks standards related to the Community Center. Final Project Design Documents have been approved by the City.
- (b) **No Representations or Liability.** No City approval of or in connection with the Preliminary Project Design or the Final Project Design and Specifications (or amendments thereto) will constitute an opinion or representation by the City as to their (i) compliance with any law, ordinance or standard, or (ii) suitability for any purpose other than those associated with the Community Center.

**3.2 Changes in Approved Project Design and Specifications and Community Center Budget.** In the event SCIDPDA proposes to change or amend the approved Preliminary Project Design or the approved Final Project Design and Specifications and Drawings with respect to the design of the Community Center, or SCIDPDA considers it necessary to change the approved Community Center budget, any such proposed change or amendment will be subject to the written approval of the City, which approval will not be unreasonably withheld. Among other things, it will not be unreasonable for the City to withhold its approval if the proposed change would (i) cause the Community Center to not comply with the City's design program and standards therefor, which design program and standards are set forth on Exhibits A and B attached hereto; or (ii) either reduce the agreed scope (as shown in the approved Final Project Design and Specifications and Drawings) of the Community Center or require additional City funding for the Community Center. The City will complete its review of any such proposed changes or amendments and provide to SCIDPDA notice of its approval or disapproval thereof within ten (10) working days of receipt of any such proposed change or amendment.



#### ARTICLE IV

##### PROJECT REGULATORY APPROVAL PHASE

- 4.1 **Responsibility for Regulatory Approvals.** SCIDPDA (or its assignees) will be responsible at its own cost for securing all necessary Regulatory Approvals related to the development and construction of the Project, including those pertaining to the Community Center.
- 4.2 **Compliance with Conditions of Permits and Approvals.** SCIDPDA will be responsible for ensuring compliance during construction with any and all conditions or others requirements associated with Regulatory Approvals in connection with the Project, including those pertaining to the Community Center.

#### ARTICLE V

Intentionally Deleted.

#### ARTICLE VI

##### COMMUNITY CENTER CONSTRUCTION PHASE

- 6.1 **Construction Commencement.** SCIDPDA has commenced construction of the Community Center. The Construction Phase is expected to end when construction of the Community Center has been finally completed. The parties expect that the Community Center construction schedule attached as Exhibit C may be updated by SCIDPDA from time to time as may become necessary during the Construction Phase; provided, however, that any such update will be subject to the approval of Parks (which approval will not be unreasonably withheld); and, provided, further, that SCIDPDA will at all times exercise its best efforts to adhere to such schedule, including any approved updates, subject to delays for force majeure.
- 6.2 **Construction Phase Approvals and Control of Work; Substantial Completion and Final Completion of Community Center:**
- (a) **Construction Phase Approvals and Control of Work.** In addition to its right to approve the Final Project Design and Specifications as they relate to the Community Center (Section 3.2), the City will have the right to approve, in advance and in writing, any proposed changes to the proposed work during construction that relate to the Community Center. Such proposed changes will be approved through the same process identified for Community Center design changes or amendments in Section 3.2.
- (b) **Review of Work.** The City, including its Parks Representative, shall use its best efforts to attend Project construction meetings during the Construction Phase, and

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will be provided with timely notice of such meetings. These meetings are currently scheduled for every Thursday beginning at 9:00 a.m. Work performed and materials furnished related to the Community Center will be subject to inspection by the City, including the Parks Representative, with a minimum of forty-eight (48) hours' advance notice.

- (c) **Commissioning.** SCIDPDA will hire a City-approved commissioning consultant to coordinate with and assist SCIDPDA in its implementation of the Building Commissioning Plan for the Community Center. This cost is contained in the budget. The implementation of such plan shall result in full compliance with City standards for full documentation of building commissioning. In particular, it will structure and document the full initiation, testing, operational instruction and record documentation of all Project systems.
- (d) **Substantial Completion.** SCIDPDA will notify the Parks Representative, in writing when the Community Center is substantially completed. As part of such notification, SCIDPDA will advise the City of any items of work that remain incomplete and a schedule for their completion. Thereafter, the City, including the Parks Representative, will conduct an inspection of the Community Center with SCIDPDA, together with its design consultant and construction contractor, to review the progress of the Community Center work.

Within five business days following such inspection, the City will advise SCIDPDA by written notice of the remaining punchlist items to be completed to achieve final completion.

Upon receipt of such written notice of punchlist items from the City, SCIDPDA will diligently pursue the remaining work necessary to achieve such final completion.

- (e) **Final Completion Date; Certificate of Occupancy.** Final completion of the Community Center will have been achieved when (i) a permanent Certificate of Occupancy for the Community Center has been issued, and (ii) all remaining Community Center work items, including "punch list" items, have been completed to the satisfaction of Parks.

SCIDPDA will not schedule a final inspection until it and its construction contractor believe construction of the Community Center has been finally completed. Following notice of same from SCIDPDA, the City, including the Parks Representative, will conduct an inspection of the Community Center with SCIDPDA, together with its design consultant and construction contractor.

If, following such inspection, the City concurs with SCIDPDA that construction of the Community Center is finally completed, the City will advise SCIDPDA of same by written notice within five business days following the inspection. Such written notice will include a Final Completion Date for the Community Center agreed to by the City and SCIDPDA. However, if the City following such

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inspection does not reasonably consider the construction of the Community Center to be finally completed, the City will advise SCIDPDA of same by written notice within such five day period, which notice will include the reasons therefor.

Upon receipt of any written notice from the City that the construction of the Community Center is not finally completed, SCIDPDA will diligently pursue the remaining work necessary to achieve such final completion. Subsequent inspection(s) for purposes of determining whether construction of the Community Center is finally completed will occur in the manner set forth above.

Once a permanent Certificate of Occupancy has been issued and a Final Completion Date for the Community Center has been established, a Certificate of Final Completion will be issued by the City; provided, however, that such date and certificate will not constitute acceptance by the City of any unauthorized or defective work or materials.

- (f) **Guaranties, Warranties and Promises.** To the extent separately assignable to the City as part of the conveyance of the Community Center to the City, SCIDPDA will assign all manufacturer's guaranties and warranties that SCIDPDA has received with respect to the equipment and products that are part of the Community Center.
- (g) **Defective or Unauthorized Work or Materials.** If, within one year after the Project's Final Completion Date, any defective or unauthorized work or materials are discovered, the City may in its discretion pursue SCIDPDA and/or the contractor or supplier thereof.

## ARTICLE VII

### COMMUNITY CENTER CONSTRUCTION CLOSEOUT PHASE

- 7.1 **Community Center Construction Closeout.** The Community Center Construction Closeout Phase will commence upon issuance of the Certificate of Final Completion for the Community Center and will terminate upon the date that the Community Center is conveyed to Parks by way of a bargain and sale deed pursuant to the terms and conditions of the Purchase Addendum in Exhibit E attached hereto.
- 7.2 **SCIDPDA's Closeout Obligations.** Within 120 days from the date of the issuance of the Certificate of Final Completion, SCIDPDA will perform the following obligations ("SCIDPDA's Closeout Obligations"):
  - (a) Execute, acknowledge and record a bargain and sale deed conveying all right, title and interest to the Community Center to the City in accordance with Exhibit E;



- (b) To the extent separately assignable, assign to the City all manufacturers' guaranties and warranties related to the materials, products and equipment provided to SCIDPDA and located in the Community Center;
- (c) Secure and deliver to the City unconditional lien releases related to the Community Center from the Community Center design consultant, construction contractor, subcontractors, suppliers, vendors, laborers and materialmen;
- (e) Furnish the City with two (2) original complete sets of Mylar drawings ("Record Drawings") reflecting the final "as built" condition of the Community Center. The Record Drawings (black background prints are not acceptable) will also be provided to the City on electronic media that is compatible with Auto Cad 2000 or later version;
- (f) Furnish to Parks all contractor maintenance manuals, including operating manuals, equipment brochures, paint schedules and material brochures related to the Community Center. Deliver operating manuals, warranties and other information and materials in SCIDPDA's possession that relate to the use and operation of the Community Center to Parks;
- (g) Deliver all certificates of occupancy and other permits and approvals necessary for the use and operation of the Community Center ("Use Permits") to Parks; and
- (h) Attend warranty walk through meeting scheduled by the City within one year of the Substantial Completion Date as established by the City.

#### ARTICLE VIII

#### HOLD HARMLESS AND INDEMNIFICATION

- 8.1 Hold Harmless and Indemnification.** Each party (including any assignees of rights or responsibilities under this Agreement) shall hold harmless, indemnify and defend the other party, its officers, trustees, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of any kind or nature whatsoever to the extent they arise out of such indemnifying party's negligence or the breach by such indemnifying party of any covenant or warranty under this Agreement. Upon timely notice of the commencement of any such suit, claim or action, the indemnifying party shall promptly assume the defense of the indemnified party, its officers, agents and employees; shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred in connection with such suit, claim or action; shall reimburse all costs reasonably incurred by the indemnified party in defending itself, its officers, agents and employees, against such suit, claim or action prior to the indemnifying party's acceptance of defense responsibility with respect to suit, claim or action; and shall satisfy any judgment rendered in connection therewith or pay any sum required to settle such suit, claim or action. The parties agree that

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their respective obligations under this subsection extend to suits, claims and actions made against either party by the other party's officers, trustees and employees. For this purpose, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such suits, claims or actions under the industrial insurance provisions of Title 51 RCW.

- 8.2 Joint Liability.** In the event the parties are jointly liable to any claimant or litigant, each party shall bear responsibility for its own defense, including the payment of all attorneys' fees and costs associated therewith, and shall satisfy any judgment or settlement to the extent allocated to such party's fault.
- 8.3 Survival of Article.** The provisions of this Article 8 shall survive the expiration or earlier termination of this Agreement.

#### ARTICLE IX

##### INSURANCE

- 9.1 General Obligations:** At all time hereunder, SCIDPDA shall, at its own expense, obtain and continuously maintain, or cause to be obtained and continuously maintained, in full force and effect, insurance policy(ies) in conjunction with the following:

- (a) SCIDPDA's activity on or use or occupation of the Project site;
- (b) The design, construction management, inspection, construction, reconstruction, operation, maintenance, use or existence of the Project, including the Community Center; and
- (c) Any and all claims and risks in connection with the activities performed by SCIDPDA under this Agreement.

With respect to all consultants and contractors performing Project work on behalf of SCIDPDA, SCIDPDA shall:

- (i) Obtain from each consultant and contractor evidence that such contractor or consultant has obtained and maintained a policy or policies of insurance as required herein;
- (ii) Submit evidence of insurance as required herein to the City for review and approval;
- (iii) Require that all such policies name the City as an additional insured, including completed operations, on all liability policies per ISO form CG2026 or its equivalent; and
- (iv) Include, in all contracts executed by SCIDPDA with respect to the Project, provisions which extend to the City construction indemnities and warranties granted to SCIDPDA.



**9.2 Required Insurance.** The following policies shall be obtained and continuously maintained at all times hereunder by SCIDPDA:

SCIDPDA shall obtain and continuously maintain the following policies of insurance:

- (a) A policy of **Commercial General Liability Insurance**, written on an insurance industry standard occurrence form (CG 00 01) including all the usual coverage known as:

- Premises/Operations Liability;
- Products/Completed Operations;
- Personal/Advertising Injury;
- Contractual Liability;
- Explosion, Collapse and Underground Property Damage (XCU);
- Independent Contractors Liability;
- Stop Gap or Employers Contingent Liability; and
- Per Project Coverage (CG2503 ISO), or equivalent.

Such policy(ies) shall provide the following minimum limits:

Bodily Injury and Property Damage:

\$ 1,000,000	General Aggregate
\$ 1,000,000	Products & Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury
\$ 1,000,000	Each Occurrence
\$ 100,000	Fire Damage

- (b) A policy of **Business Automobile Liability Insurance**, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, and as specified by Insurance Services Office Symbol 1 (any auto). If "pollutants" as defined in exclusion 11 of the commercial auto policy are to be transported, endorsement CA9948 & MCS 90 are required.

Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage

\$ 1,000,000 per accident

- (c) A policy of **Excess Liability Insurance** above the primary general liability and auto liability policies that will provide a total limit of insurance of \$5,000,000 per Occurrence/Aggregate/per Claim. The excess policy shall be, at a minimum, as broad as the primary policies.
- (d) A policy of **Worker's Compensation**: As respects Workers' Compensation insurance in the state of Washington, SCIDPDA shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. SCIDPDA shall be responsible for Workers'

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Compensation Insurance for any and all contractors and subcontractors who provide services with respect to the Project. Additionally, if the any contractor or subcontractor is required to work on or around a navigable waterway, the Authority shall provide evidence of United States Longshoremen's and Harbor Workers' (USL&H) coverage and contingent coverage for Jones Act (Marine Employers Liability) in compliance with federal statutes. If SCIDPDA is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, SCIDPDA shall so certify to the City by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees; or any similar coverage required.

- 9.3 **Design, Construction Management or Inspection.** In addition to standard insurance requirements set forth above, SCIDPDA shall obtain or cause to be obtained the following additional insurance coverage:

- (a) **Errors and Omissions Liability Insurance:** A policy of Errors and Omissions Liability Insurance appropriate to each consultant's profession. Coverage should be for a professional error, act or omission arising out of the scope of services shown in the contract. The policy shall not exclude any of the following:

- Claims arising out of pollution for environmental work<sup>†</sup>
- Construction Administration Services<sup>†</sup>
- Laboratory analysis<sup>†</sup>

<sup>†</sup>Only required when services are to be performed under this agreement.

The minimum limit of coverage shall be \$1,000,000 per Claim/Aggregate

- 9.4 **Construction, Reconstruction, Operations.** In addition to the standard insurance requirements set forth above, SCIDPDA shall secure or cause to be secured, the following additional insurance coverage:

- (a) **Builder's Risk Insurance:** SCIDPDA shall purchase and maintain builders insurance on an "All Risk" basis, in an amount equal to 100% replacement cost thereof, against loss from the perils of fire and other risks of direct physical loss, including earthquake and flood damage. SCIDPDA/Contractors shall be responsible for the policy deductible. The policy shall **include as Loss Payee the City**. The Authority shall provide the City with a duplicate original of said policy.

Coverage shall include all materials, supplies, and equipment intended for specific installation in the Project while such materials, supplies and/or equipment are located at the Project site, in transit or while temporarily located away from the Project site. Coverage shall also include the value of site preparation work, the value of underground property, the cost of debris removal, and the cost of pollutant cleanup as well as removal.

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In addition, the following coverage extensions shall be included: delayed opening, loss of earnings, operation of building codes, demolition, contingent liability and increased costs of construction. The policy shall not contain any coinsurance penalty provision or any occupancy clauses.

With respect to the Builder's Risk Policy described herein, the City and SCIDPDA waive all subrogation rights against each other, any contractors and consultants, and any of their subcontractors or subconsultants, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section, or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance held by the City as fiduciary. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly and whether or not the person or entity had an insurance interest in the property damaged.

The City reserves the right to purchase this policy for the Project, adding SCIDPDA/Contractor as an additional insured to any such policy. If the City does purchase such a policy, SCIDPDA shall reimburse the City for all of its costs for such coverage.

- 9.5 Warranty, Repair or Remedy of Defects.** SCIDPDA shall obtain a bond from a surety company, acceptable to the City, which for a period of one year after Substantial Completion of the Community Center shall provide for payment for the repair or remedy of defects in the Community Center which are due to faulty materials or workmanship and for damage to other work resulting from such faulty material and workmanship.

- 9.6 Deductibles.** If any of the above required insurance contains a deductible (or self-insured retention amount) the SCIDPDA/Consultant/Contractor shall:

1. Disclose such amount; and
2. Be responsible for payment of any claim equal to or less than the deductible (or self-insured retention amount).

The City reserves the right to reject insurance policies with a deductible (or self-insured retention amount) in excess of \$25,000 for which adequate financial strength of the Insured cannot be demonstrated to the satisfaction of the City.

- 9.7 Conditions.** The insurance policy or policies, endorsements thereto, and subsequent renewals required under this Article IX shall:

1. Be subject to approval by the City as to company, form and coverage. The insurance company shall be:
  - a. Rated A-:VII or higher in the A.M. Best's Key Rating Guide; and
  - b. Licensed to do business in the State of Washington or be filed as surplus lines by a Washington broker.



2. Be primary as respects the City, and any other insurance maintained by the City shall be excess insurance and not contributing insurance with SCIDPDA, and/or its consultants, contractors, inspectors, or other contractors of any kind;
3. Be maintained in full force and effect through the Agreement;
4. Protect the City within the policy limits from any and all losses, claims, actions, damages, and expenses arising out of or resulting from SCIDPDA's and/or any of its consultant's, contractor's, inspector's, or other contractor's performance or lack of performance;
5. Name the City as an additional insured pursuant to the requirements of the provisions below related to "Evidence of Insurance"; and
6. Include a provision (whether by endorsement or otherwise) indicating that, except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured, the insurance shall apply:
  - a. As if each party insured thereunder (whether as a named insured, additional named insured, or additional insured) were the only party insured by such policy; and
  - b. Separately to each insured against whom a claim is made or a suit is brought.

**9.8 Evidence of Insurance.** In many cases, evidence of insurance may be demonstrated by submitting a copy (photocopy or facsimile acceptable) of the declarations pages of the policy and the additional insured endorsement. The declaration pages shall clearly show the policy effective dates, limits and schedule of forms and endorsements. Any reference to premiums may be blacked out. However at the option of the City, SCIDPDA and/or its designated Contractors, Consultants and Inspectors, as outlined above, may be required to submit a copy of the insurance policy, all referenced endorsements, or both. Certificates of Insurance (ACORD forms) will not be accepted as evidence of insurance. Evidence of insurance for each policy shall:

1. Comply with one of the following requirements regarding naming the City as an additional insured, including Completed Operations:
  - (a) Insurance Services Office (ISO) Standard Endorsement: An additional insured endorsement issued on an ISO form CG 20 26 or its equivalent, shall name "The City of Seattle, its officers, elected officials, employees, agents, and volunteers" as an additional insured. The endorsement shall:
    - (i) Be signed by an authorized representative of the insurance company; and
    - (ii) Include the policy number and name of the insured on the endorsement.
  - (b) Non-ISO Endorsements: For Non-ISO endorsements, any of the following options are acceptable:

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(i) A blanket clause (in the policy or endorsement) adding, without undue restriction of coverage, as additional insured anyone for whom SCIDPDA and/or its consultants, contractors, inspectors, or other contractors of any kind, are required to provide insurance under a contract or permit;

(ii) An additional insured endorsement on a non-ISO endorsement form containing the following provision:

"The City of Seattle, its officers, elected officials, employees, agents, volunteers, are an additional insured for all coverage provided by this policy and shall be fully and completely protected to the extent provided in said policy for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation in connection with any activity performed by SCIDPDA, and/or its consultants, contractors, inspectors, or other contractors of any kind, as outlined above by virtue of the provisions of this Agreement between The City of Seattle and SCIDPDA.

The coverage provided by this policy to The City of Seattle shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to The City of Seattle."; or

(iii) Any other additional insured endorsement form or clause approved by the City.

- 9.9 **Consultants, Contractors, Inspectors or other Contractors of any Kind Performing Work, or Other Agreements – Additional Insured Provision Requirement of Authority.** SCIDPDA shall require that any and all of its consultants, contractors, inspectors, or other contractors of any kind, performing work, or other agreements with respect to the Project, shall name the City as an additional insured, including completed operations, on all liability policies as indicated herein, on ISO Form 2026 or equivalent. SCIDPDA shall further require in all contracts with respect to the Project, a provision which extends to the City, construction indemnities and warranties granted to SCIDPDA.

#### ARTICLE X

##### DISPUTES

- 10.1 **Disputes.** In the event of any dispute or misunderstanding that may arise between the parties under this Agreement, the parties will first attempt to resolve the dispute through amicable negotiations ("Preliminary Negotiations"), if possible, between the SCIDPDA Project Manager and Parks Representative, or if necessary, between the Superintendent of the Parks Department and the Executive Director of SCIDPDA. If such officials do not agree upon a resolution within a reasonable period of time (not to exceed 10 business days), and to ensure that the approved construction schedule is not disrupted, the parties



shall engage in mediation to resolve the dispute. The parties shall attempt to agree upon a mediator within 15 days after the Preliminary Negotiations have concluded without resolution. If they are unable to agree on a mediator within such time, either party may seek the appointment of a mediator through the King County Superior Court. The mediation shall be held within 60 days after the appointment of the mediator. The construction schedule shall be adjusted as necessary to accommodate delays arising out of the mediation process. Each party shall bear its own attorneys' fees in the mediation and shall share equally the mediator's fees and costs.

#### ARTICLE XI

##### TERMINATION

- 11.1 **For Cause.** Either party may terminate this Agreement only if the other party is in material breach of any of the terms of this Agreement, and such breach has not been corrected to the non-breaching party's reasonable satisfaction in accordance with Section 11.2 after notice of the breach has been communicated in writing to the party allegedly in breach.
- 11.2 **Undue Delay.** The City may terminate this Agreement if the Community Center is for whatever reason not finally complete (i.e., final completion has not been achieved) as of June 1, 2005.
- 11.3 **Remedies/Enforceability.** In the event either party violates this Agreement ("breaching party"), the non-breaching party will notify the breaching party in writing of the breach. The breaching party will have thirty (30) days from the date of such notice to cure such breach. However, if the breach is of such a nature that it may not practicably be cured within thirty (30) days, the non-breaching party will not be entitled to exercise its remedies so long as the breaching party promptly commences cure of such breach within the thirty (30) day period and diligently pursues the cure to completion with a reasonable time approved by the non-breaching party. If the breaching party does not cure or commence to cure pursuant to the foregoing, the non-breaching party may, in its discretion, pursue any and all remedies available at law or in equity. The parties agree that such remedies will include termination of this Agreement. The cure periods set forth in this paragraph shall not apply to paragraph 11.2 above.

Regardless of whether this Agreement is terminated under paragraph 11.1 or 11.2 above, in no event will SCIDPDA be liable for return of the funds advanced hereunder. Instead, in either event, the City shall be entitled to take over in whole or in part management of the Project, including the Community Center in accordance with Section 6.3 of the Series B Bond Agreement. If the City exercises this remedy, SCIDPDA shall pay to the City the amount of any funds that it has raised for construction of the Community Center, which funds have not yet been expended on the Community Center.

- 11.4 **Actual Damages.** The City may request from SCIDPDA a written indication of the date on which the Community Center will be substantially complete (i.e., substantial

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completion has been achieved) for purposes of retaining staff and procuring equipment associated with the operation of the Community Center. Such request shall state that it is made pursuant to this paragraph. If the Community Center is not substantially complete by the first working day following the date given in writing by SCIDPDA, then SCIDPDA shall be liable to the City for damages measured by the actual cost to the City of personnel hired to staff the Community Center and the storage of Community Center equipment starting on such first day following the designated substantial completion date for a period not to exceed 90 days. Such damages shall be mitigated to the extent that such employees are either no longer City employees or have found other employment with the City.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

- 12.1 **Plans.** Upon conveyance of the Community Center to the City, SCIDPDA will provide Parks with a physical copy of the as-built plans and the design bid documents for the Community Center, which the City will own.
- 12.2 **Amendments.** No modification of this Agreement will be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- 12.3 **Binding Agreement.** This Agreement will not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties (including any assignees of rights or responsibilities under this Agreement) and their legal representatives, successors, and assigns.
- 12.4 **Applicable Law/Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County, Washington.
- 12.5 **Captions.** The titles of sections are for convenience only and do not define or limit the contents.
- 12.6 **Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 12.7 **Waiver.** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

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**12.8 Entire Agreement.** This document, along with its exhibits, constitutes the entire agreement between the parties with respect to the contribution of funds by the City, through Parks, in connection with the development, design, construction and conveyance of the Community Center portion of the Project. No verbal agreement or conversation between any officer, agent, associate or employee of the City and SCIDPDA prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

**12.9 Negotiated Agreement.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

**12.10 Counterparts.** This Agreement may be executed in counterparts, with each fully executed counterpart being deemed an original hereof.

IN WITNESS WHEREOF, the parties have executed this Amendment by having their representatives affix their signatures below.

SEATTLE CHINATOWN  
INTERNATIONAL DISTRICT  
PUBLIC DEVELOPMENT  
AUTHORITY

THE CITY OF SEATTLE  
PARKS AND RECREATION DEPARTMENT

By: \_\_\_\_\_  
Name: Sue Taoka  
Title: Executive Director

By: \_\_\_\_\_  
Name: Kenneth R. Bounds  
Title: Superintendent

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Exhibit A  
Seattle Parks and Recreation Department  
&  
Seattle Chinatown International District  
Preservation and Development Authority

*1999 Community Center Levy*

**INTERNATIONAL DISTRICT/CHINATOWN  
COMMUNITY CENTER**

*Final Design Program*

Revised May 16, 2003

**I. INTRODUCTION**

**A. INTENT**

**1. Project:** The intent of this project is to build a new facility that allows users a space for recreation, meetings and general activities.

**2. Funding and Project Completion:** This project responds to the 1999 vote of citizens of Seattle to develop a community center in the International District. Funding for this project will come from the 1999 City proposition augmented by other funds to be provided by the City and by the community. Construction is expected to begin in the summer of 2001 and will be completed in 2004.

**3. Scope:** The Scope of this Project consists of constructing the new International District Community Center as part of the International District Village Square II (IDVS II) project. IDVS II will be a mixed-use multi-story facility with family housing, a community center, a branch library, office and retail spaces and parking. The Seattle Chinatown-International District Preservation and Development Authority (SCIDPDA) are the developers of this facility.



*INTERNATIONAL DISTRICT/CHINATOWN COMMUNITY CENTER - WC 482  
Final Design Program*

**II. PROJECT BACKGROUND**

**A. LOCATION:** The community center will be located in the second phase building of the International District Village Square, at 8<sup>th</sup> Ave. S. and S. Dearborn Street.

**B. HISTORY:** The International District has no public community center or recreational facility and has stated in various places including the adopted Neighborhood Plan and the Neighborhood Action Agenda that it desires a community recreation facility.

In November of 1999 the citizens of Seattle passed Proposition 1 funding the development and expansion of 11 community centers. Proposition 1 provides for \$2,100,000 of funding for the International District Community Center to be built by the SCIDPDA as a part of IDVS II.

**C. SITE DESCRIPTION:** The site is located in the southeast edge of the International District. Its location on the half block surrounded by S. Lane St. to the north, 8<sup>th</sup> Ave. S. to the east, S. Dearborn St. to the south, and an alley to the west. The present site is a surface parking lot, which serves the Phase I Village Square project across 8<sup>th</sup> Ave. S. to the east.

The site is 120' x 228' and approximately 228,360 square feet in area. The site slopes down from the northeast corner of 8<sup>th</sup> Ave. S. and S. Lane St. approximately 16 feet to the southwest corner along S. Dearborn St. The slope along 8<sup>th</sup> Ave. S. is 12 feet from S. Lane down to S. Dearborn.

On S. Dearborn, there are southbound and northbound off-ramps from Interstate 5. There is also a northbound on-ramp. As 8<sup>th</sup> Ave. S. is the first vehicular entrance to the International District for traffic westbound on S. Dearborn, the site will help solidify the southeast edge of the district.

**D. CURRENT USE:** The site is currently used as a surface parking lot, which serves the Phase I Village Square project across 8<sup>th</sup> Ave. S. to the east.

**E. EXISTING CONDITIONS:** The site is paved with asphalt and is fenced on all four sides. There are no structures on the site.

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*INTERNATIONAL DISTRICT/CHINATOWN COMMUNITY CENTER - WC 482  
Final Design Program*

**III. PROJECT COMPONENTS**

**A. OBJECTIVES:** The community center project components have been assembled to meet the program needs of the International District community center and include the Department's standards in terms of approximate square footage, intended use of the space, functional relationship to other spaces, and any special requirements which the space or that portion of the structure may have. Total programmed space, including internal circulation, is approximately 15,324 square feet.

**Summary of Building Space Allocation**

<u>Space</u>	<u>Square Footage</u>
Gymnasium size	5,814
Gymnasium Storage	373
Second Floor Foyer	483
Multi-Purpose Room	2,097
Multi-Purpose Room Storage	186
Kitchen	317
Lobby	295
Offices	324
Reception	215
Lounge Area	251
Changing Room	142
Restrooms/Locker Room	471
Garbage area	100
Janitor Room	249
Electrical Room	116
Communication Room	77
Halls/Walls/Stairs/Shfts	3814
Total Area	15,269

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## B. ELEMENTS

### 1. Gymnasium

#### Activities

The gymnasium is seen as the large multi-purpose space within the new community center. It will serve the active recreation requirements such as basketball, volleyball and league sports. It will also be a large community room to accommodate social events such as dances, community meetings, political gatherings, etc. First priority uses would be those activities that support the surrounding community rather than citywide activities such as league play.

- a. Provide regulation basketball court of 84' x 50' on total gym floor of 94' x 60'. Provide unobstructed ceiling height of 25' minimum. Gym entry on shorter walls must be at corners; entry along longer walls must be at corners or middle of gym length.
- b. Intended use of proposed space: league capabilities for basketball, volleyball, indoor soccer, special events and drop-in use. Other intended uses include dances and receptions.
- c. Relationship to other spaces: restrooms/locker rooms will be on first floor; storage for all equipment and other activity equipment shall be adjacent to gym; main internal access point should require participant to pass in view of the reception desk; Drinking fountain should be available outside of gym convenient to players, unobtrusive to other guests.
- d. General requirements: (Roofing revised for this project- see construction documents) Parks Department requires gym floor to be No. 2 maple strip with a floating floor and plywood diaphragm system; floors shall be designed to allow air movement underneath. Minimize mechanical and equipment noise, such as from fans. Noise that comes from the gym must be contained within the gym. Day lighting is important but must be provided without glare. Must have ability to darken gym for films and events. The gym will be used for a variety of functions requiring different lighting levels. Lighting should be designed to accommodate the different uses. Staff will control lighting levels. All glazing in gym must be unbreakable or wire reinforced (incl. Backboards). Double door access from Foyer is required. Seating will be portable seating.

#### Equipment

- Provide conduit for scoreboard and scoring station

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- PA system as part of building communications system
- Camera for security surveillance from front reception area
- White board/bulletin board
- Wall protection mats at basketball backboard locations
- Protected clock
- Two swing-away basketball backboards and nets for full size court
- Four swing-away basketball backboards and nets for cross court play
- Volleyball and badminton standards in recessed mounts

**Special Requirements**

- The gym should have 24 metal halide fixtures (dimable with separate switch levels for energy efficiency), light colored exterior walls, insulation and water proofing, a moveable curtain for dividing Gym in half, and more storage with shelving.
- Staff will control lighting.
- Double door access (removable astragal OK) from lobby is required.

**Finishes**

Walls: Durable, hard surfaces that can withstand impact and abuse. Use of MDO board is acceptable. Acoustical panels mounted 10 feet above the floor should be considered

Ceilings: 25' minimum clear height, the structure can be exposed above this point

Wall padding in gym- 12' of padding only under baskets. For all remaining services use MDO painted plywood surface with 8' height coverage.

Doors: Wood, stained- Frames, metal

**2. Multipurpose Meeting Space**

This room will be a high quality banquet/rental facility and is the main gathering area of the center for a variety of events.

- a. Provide approximately 2,097 square feet in area; shall accommodate 40 - 50 people comfortably for any of the uses listed below.
- b. Intended use of proposed space: receptions, banquets, dance classes, aerobics, weddings, movies, etc. Ability to subdivide this space into smaller space to be utilized for small group meetings and activities.



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- c. Relationship to other spaces: the kitchen shall be adjacent to the multi purpose room for food functions and accessible with a pass through window and door; restrooms shall be easily accessible to multipurpose, main entry to multipurpose space shall require the public to pass or be seen from the reception desk; storage space for chairs (on dollies) and tables shall be directly adjacent to multipurpose room.
- d. Special requirements: Floating wood floors. Acoustical treatment between adjacent rooms and interior rooms, flexible lighting design to accommodate various activities. Flexible mechanical design to accommodate various activities. Small maintenance closet, 50SF. One coffee-bar sink and counter on opposite room of kitchen. Divide storage in two units, placed at other ends of the room. Provide protection wainscoting inside rooms. Bumpers and corner guards to protect corners and cabinets from chair and table dollies. This room will be dividable into two spaces with a moveable, acoustical wall (Hufcor model #7650-7660 or equivalent). Walls-mirrors on one or two walls, acoustical treatment on others. Floors-maple: similar to gym. Ceiling will be acoustical treated. Cabinets will be plastic laminate. Doors will wood laminate. Utilize natural light with shades.

**Fixed Equipment**

- Coat hooks at entry
- Floor outlets as required for flexibility (waterproofed)
- Projection area on wall
- Clock
- 2 bulletin boards 4' x 8'

**3. Restroom/Lockers & ADA Changing Room/Shower**

- a. Provide men's and women's restroom with approximately 471 square feet.
- b. Relationship to other spaces: restrooms should be located for easy access from all activities. Entries for the restroom area should be visible from the main reception staff area. Provide one ADA Key-lock changing room/shower.
- c. Special requirements: meet all handicapped accessibility codes; quantity of fixtures per code; Department prefers American Standard porcelain fixtures and Simmons tempering valves on showers; all fixtures to be designed for maximum water conservation.



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**Fixed Materials and Equipment**

- Wall mounted toilets (water saving type)
- Wall mounted urinals (water saving type)
- Lavatories and countertops
- Mirrors
- Paper towel dispensers
- Hot air dryers
- Trash receptacles
- Liquid soap dispensers
- Coat hooks in each stall
- Grab bars in handicap stalls
- Toilet seat cover dispenser
- Diaper changing stations in both the men's and the women's toilets

**Special Requirements**

- All plumbing fixtures must be accessible from behind for repairs and maintenance
- Handicapped accessible
- Give special consideration to children and seniors using the center-family changing room

**Finishes**

- Floors: Ceramic tile
- Walls: Ceramic tile
- Enamel paint on other surfaces

**4. Kitchen**

The kitchen is a multi-use area for heating and serving food, and conducting small cooking classes. It is not intended to be a production kitchen. Commercial equipment should be used in order to stand up to the many users with minimal supervision. Operation of equipment should be easy to learn. Tamper resistant options should be added when equipment is ordered.

- a. Provide approximately 317 square feet.
- b. Intended use of proposed space: potluck type functions, large feed type dinners; include space and equipment capabilities for heating food and preparation areas to service receptions or banquets of 50 people; floor space

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and counter space for potential cooking classes of up to 8-10 students of varying age groups (youth to senior).

c. Relationships to other space: kitchen shall be directly adjacent to multi-purpose room with a pass through window for serving. The solid roll up door is to provide a sound barrier and is required. Separate door from corridor or lobby to kitchen shall be designed independently from the multi purpose room; exterior access is not a desired relationship due to potential security and vandalism problems, but should be convenient for delivery and garbage removal.

The serving counter layout should stress flexibility. Mobile serving unites which lock together is suggested so the equipment can be moved to a larger area to accommodate large gatherings. Electrical receptacles should be provided for this at other locations.

An electric range and convection oven are required for cooking.

A commercial door-type dish washing machine should be provided. The kitchen should have two commercial reach-in refrigerators and one reach-in freezer. Half-doors with locks for added security and flexibility for multiple users is required.

The area must include a preparation sink. The hand sink must have permanently mounted paper towel and soap dispensers. Infrared on/off faucet is beneficial on hand sinks. Water temperature cannot exceed 120 degrees Fahrenheit. Garbage disposal in one of the sinks.

Special requirements: Pantry storage in upper cabinets with high quality locks, 18 inches and 12 inches deep. 1-2 self-priming floor drains, large capacity. Counter at pass-through is to be 2 or 3 rollout serving units with lockable casters.

**Storage Requirements**

Provide cabinet and counter space for equipment listed above.

**Special Requirements**

Pantry storage in upper cabinets with Best locks, 18 inches and 12 inches deep.

- 1-2 self-priming floor drains, large capacity
- Counter at pass-through could be 2 or 3 roll-out serving units with lockable casters

**Finishes**



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- Floor: Clay tile, not sheet goods, floor slopes to floor drains
- Walls: Enamel paint or stainless steel over moisture resistant GWB
- Ceiling: Paint over moisture resistant GWB with flush 2 x 4 fluorescent lights
- Doors: Wood, solid core with metal frame

**Critical Dimensions**

9 feet minimum ceiling height

**5. Administrative Area/Office Space (2)**

- Provide approximately 324 square feet.
- Desired use of proposed space: offices and desk space for Sr. Recreation Supervisor and Recreation Supervisor; file cabinets; storage of some equipment, first aid items, supplies, and personal belongings (coats, shoes, gym clothes) of staff; good visual access to reception and possibly gym or multi purpose.
- Relationship to other spaces: close proximity to reception desk, lobby, and public office; must be accessible from public office.
- Special requirements: the Supervisors must be able to see the front desk, but still be able to maintain privacy in their office to conduct business, small staff meetings or address personnel issues; space should view gym and multipurpose room entrance for supervisory purposes during times of limited staff on duty.

**Storage Requirements**

- Securable
- Coat closet
- Office supplies
- First aid items

**Special Requirements**

- Acoustical privacy
- In-floor "money safe" in recreation manager's office

**Finishes**

- Floor: Carpet
- Walls: GWB with paint
- Ceiling: ACT

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- Doors: Wood solid with metal frame

#### 6. Reception/Lobby (Waiting and Lounge)

The lobby incorporates three distinct areas: the entrance, the lounge area, and the reception area:

The entrance needs to be clearly visible from the outside and provide an open inviting approach to the Center.

The lounge area should have a warm and inviting quality, and should be located near the reception desk. Comfortable seating for users and a place for display of the community bulleting board should be prominent.

The reception area should be clearly visible from the entry and lobby, and needs to support interaction between staff and visitors. The reception desk is the control point for the Center and will provide initial greeting, information and assistance to people entering the facility, checking-out materials; monitor the public coming and going. Lobby to be used for waiting and lounge area; lobby is the major area for exhibiting of trophies, awards, announcements, or seasonal displays; vending machine area (two machines) and public telephone. Staff at the reception desk will answer the phones, direct visitors, monitor building security, and handle program sign up sheets, etc. A staff work area with computer station will be part of the reception desk. The reception area should have visual control over the facility's entrance and primary entrances to public places throughout the building.

- a. The lobby conveys the initial impression of the facility and its programs and services. It needs to impart a warm welcoming feeling of friendship and neighborliness and be thought of as the "living room" of the community. It should easily accommodate ambulatory and non-ambulatory visitors, and be a place for socializing.
- c. Relationship to other spaces: main access point to the community center and this shall "service" the other spaces; shall relate well to design, finish, and sequence of main exterior entry.
- d. Special requirements: Entry-Slip resistant entry flooring; well lit for high visibility after sunset. Lounge area should have adequate lighting for display and storage areas, daylight when possible. Easily maintained carpeting at seating areas. Use tile or similar type flooring at primary circulation areas.



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Provide coat racks and possibly open shelves for books, etc., near the reception center.

e. The exterior entry scale and materials should complement the interior scale and materials. The typical entry sequence at a community center is: enter the front door; pass by the front desk; then proceed to activity. However, many times the lobby is used as a waiting area by all age groups. Thus, the lobby should not only be designed to accommodate the entry sequence, but provide for waiting by utilizing comfortable, well planned seating and display areas.

**Fixed Materials and Equipment**

**Entry:**

- Recessed walk-off mat inside door, grates on the outside.
- Floor should be on easily cleaned hard surface.

**Lounge:**

- Floor, carpet or tile. Something with long wear cycle.

**Reception:**

- Telephones, 1 for each workstation. This is dependent on layout.
- PA, security, and lighting control for entire building
- Computer terminal
- Storage as required for pamphlets, brochures and office supplies, and sports equipment for checkout (basketballs, pool equipment, etc.)

**7. Gymnasium Storage**

- Provide approximately 373 square feet for gym storage.
- Desired use of proposed space: the equipment stored includes equipment for active sports, such as volleyball standards, indoor soccer goals, possibly gymnastic equipment, balls and nets.
- Relationship to other spaces: shall be adjacent to gymnasium; should be separate from mechanical rooms or electrical panels.
- Storage requirements: some hooks and wall mounts, standards for volleyball, pickle ball etc., balls, holiday items, special event storage boxes and lockable bins for equipment.

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- e. Special requirements: Concrete floor threshold should be even with gym floor. Walls durable and impact resistant. Ceiling is GWB and painted. Doors are to be securable with six foot opening. Any built in storage system should be plywood, stud, or other durable material.

**8. Multi-purpose Room Storage**

- a. Provide approximately 186 square feet adjacent to the multipurpose room.  
b. Desired use of proposed space: storage of craft supplies, games, tables, chairs, office supplies, etc., but with existing standards of storage equipment, such as chair dollies, folding portable tables, stackable chairs or tables; also may be used for storage of dance or aerobics equipment.  
c. Relationship to other spaces: some storage need and adjacent to multi purpose room for tables and chairs; should be kept separate from mechanical rooms or electrical panel rooms if possible.  
d. Special requirements: to include adequate double door locking cabinets or shelving.

**9. Custodial Storage and Office**

- a. Provide approximately 249 square feet.  
b. Desired use of proposed space: space for custodial use and custodial supplies; provide shelving and equipment; space for one custodian to move freely within shelving, fixed equipment, supplies, and moveable custodial equipment (buckets, brooms, mops, etc.); should be kept separate from any mechanical equipment rooms or electrical panel areas.  
c. Special requirements: fixed equipment, such as floor slop sink, custodial use plumbing fixtures; floor drain; shelving and storage space for custodial supplies and equipment of a wide variety of sizes. Divided this space into separate rooms to allow counter space or space for small table for custodian to take breaks, fill out paper work, or use as work bench; proper ventilation; proper lighting to allow space to be used as work space as well as storage space. Floor sink is preferably in a separate area from the desk.

**Relationships**

Office space must be a separate room from sinks and chemical storage.

**Materials and Equipment**



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- Double size lockable wall cabinet with shelves for storage of chemicals and paint
- Hooks on at least one wall for hanging mops and brooms
- Shelving on every available wall, should be reinforced for storage of heavy items
- Floor sink

**Special Requirements**

- No water heater in this space
- No recycling in this space
- Maximize wall area for shelving

**Finishes**

- VCT

**10. Mechanical/Electrical Room**

- a. Provide approximately 116 & 77 square feet or as deemed necessary according to equipment to be used.
- b. Desired use of proposed space: mechanical equipment room and electrical panel boxes; space should not be designed in hopes of use as storage space.
- c. Relationship to other spaces: locate as needed to best accommodate location of mechanical/electrical equipment.

**11. Circulation**

- a. Provide sufficient internal circulation space for access to each of the various programmed areas in the center. The public will heavily use these areas. Materials should be durable and need minimal maintenance. They should be easy to clean or easily replaceable. Provide niche for food vending machines (min. 2) should be located along main corridor, where they can be supervised.

**Finishes**

- Floors: Unit tile
- Walls: Durable materials, wainscot from base to chair rail to resist denting
- Ceilings: ACT or GWB





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**IV. DESIGN CONSIDERATIONS**

The Department's standard specifications and details should be used where appropriate.

- A. The building should be designated for a useful life of 40 years.
- B. Spaces in the building shall be designed with the flexibility of multiple use or easily adaptive use for the future in mind.
- C. The building and spaces shall be designed for maximum energy efficiency.
- D. The building's systems and components shall be designed or selected to be compatible to the skills and preferences of the Facilities Maintenance staff and custodial staff.
- E. The building and all site improvements shall be handicapped accessible as per codes.
- F. Improvements to visual accessibility to the building, and visual emphasis of the entry shall be considered in the site plan of the building. Good visibility from the streets is desired to deter vandalism, graffiti, and security problems.
- G. Provide drop-off zone at entry that is ADA accessible.
- H. Sonitrol security will be provided with cameras for areas that are not viewed by front reception.

**V. BUDGET**

Funding comes from the 1999 Community Center Levy in the amount of \$2.1M. Additional funding comes from the Pro Parks Opportunity Fund in the amount of \$250k.

**VI. SCHEDULE**

Planning 2001  
Design 2002  
Construction 2003-2004  
Completion 2004

**VII. PROPOSED PUBLIC INVOLVEMENT REVIEW PROCESS**

**A. PUBLIC MEETINGS -**

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According to the Department's Public Notification Draft Guidelines, a public meeting should be conducted to review the Design Program (completed). At least one public meeting is recommended during the design phase following preparation of preliminary or schematic documents and cost estimates (completed) and one public meeting during the construction document phase before construction start (completed).

**B. MAIL NOTIFICATION** - For general announcement, 30 day mailed notice to residents within 300 feet from site.

**1. Interested Organizations**

Community Action Partnership  
International Community Health Services  
International District Housing Alliance  
Wing Luke Asian Museum  
International District Emergency Center  
Chinatown Chamber of Commerce  
Interim Community Development Association  
International District Business Improvement Area  
Chinese Information and Service Center  
Denise Louie Education Center  
Washington API Families Against Substance Abuse  
International Special Review District (City of Seattle: Urban  
Conservation Division, coordinator

**2. Surrounding Neighborhood** - See above MAIL NOTIFICATION.

**C. SIGNS** - Two project signs will be posted on the site, one along S. Dearborn St. and one along 8<sup>th</sup> Ave. S. before the first public meeting.

**D. INTERNET** - City Website Bulletin Board notice and update every month.  
<http://www.ci.seattle.wa.us/parks/Centers/comcenlevyprog99.htm>

**E. WRITTEN AND DISTRIBUTED PUBLIC SERVICE ANNOUNCEMENTS**

NW Asian Weekly  
NW Chinese Post  
International Examiner  
Beacon Hill News

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Filipino American Herald

**F. PROJECT IMPACTS**

The only anticipated impacts will be those associated with the construction and the reduction of the total amount of parking spaces at this site.

**H. PERMITS**

All permits for this project will be obtained by SCIDPDA

**I. COMPLIANCE & STANDARDS**

This project must comply with the Parks, City of Seattle Building Code and DCLU standards.

END

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Exhibit B: Community Center Design Standards

1999 COMMUNITY CENTER LEVY PROGRAM

## Appendix: Referenced Standards

**Belltown Community Center  
High Point Community Center Addition  
International District Community Center  
Jefferson Park Community Center Addition  
Laurelhurst Community Center Addition & Renovation  
Montlake Community Center Renovation  
Northgate Community Center  
Sand Point Community Center Renovation  
Southwest Community Center Addition  
Van Asselt Community Center Addition  
Yesler Community Center**

**June 12, 2002**





1999 COMMUNITY CENTER LEVY PROGRAM

## Design Handbook

Community Center Design Principles  
Community Center Building Program Template  
Community Center Design Standards

Erin Devoto, Director, Planning and Development Division  
Mark J. Johnson, Project Manager, Planning and Development Division  
Tim Motzer, Project Manager, Planning and Development Division  
Toby Ressler, Project Manager, Planning and Development Division

June 12, 2002



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1999 COMMUNITY CENTER LEVY PROGRAM

**Design Handbook**

Community Center Design Principles  
Community Center Building Program Template  
Community Center Design Standards

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## 1999 COMMUNITY CENTER LEVY PROGRAM

# Design Principles

**Belltown Community Center  
High Point Community Center Addition  
International District Community Center  
Jefferson Park Community Center Addition  
Laurelhurst Community Center Addition & Renovation  
Montlake Community Center Renovation  
Northgate Community Center  
Sand Point Community Center Renovation  
Southwest Community Center Addition  
Van Asselt Community Center Addition  
Yesler Community Center**

**June 12, 2002**



### **Community**

The City of Seattle Parks and Recreation Department's community centers are year-round gathering places that welcome every member of each community in Seattle. Their spaces—both inside and outside—are part of the public realm, supporting activities of all types, appealing to all ages and inclinations. A community center is more than a collection of rooms: parents hold impromptu conferences in its lobby, adolescents throw balls against its walls, and young children play in the protected alcoves formed by its intersecting volumes. The building and its immediate surroundings should demonstrate respectful use of the earth's resources, offering the visitor a sense of the interconnectedness of life's many forms. The visitor to a particular community center should find revealed in its design the connections to place that bind the site to the geography of the city.

### **Context**

Community centers are frequently located in public parks. Yet, as Seattle develops more urban neighborhoods and its density increases, some community centers will be built within larger developments of housing or commercial space. Singular buildings sited within large open spaces or landscapes are fundamentally different than public spaces embedded within highly urban development. The Community Center Design Principles (Design Principles) developed by the City of Seattle Department of Parks and Recreation (Parks) will apply primarily to these single buildings set into a landscape. Community centers inserted into the urban fabric—those located in larger buildings or co-located with other public institutions—will likely follow design guidelines and principles developed by Seattle's DCLU/City Design and the Seattle Design Commission for public building types requiring high levels of access and identity that are located in high-density developments.

### **Resources for Design**

Parks' Design Principles are intended to guide both designers and those reviewing proposed designs in thinking about:

- how a community center should serve its community,
- the character of the places and spaces that compose it, and
- the values it should embody.

These Design Principles have been developed in response to requests from both project designers and the Seattle Design Commission for written guidelines governing the broader

issues of design for community centers. Two other documents will guide other aspects of the design of Parks' community centers:

- The 1999 Building Program Template describes the types, number, and sizes of the various rooms in a community center and their relationships to one another, as well as the various systems that will serve the building and its users.
- The Community Center Design Standards give designers technical direction in specifying materials, finishes, systems, and products by referencing specific Parks Standards for these items.

The three documents, taken together with input from the community and members of the Project Advisory Team, should provide guidance in addressing design issues of all sorts—big-picture principles to narrow-scope specifics—for users, reviewers, designers, and interested citizens.

### **Connections**

Public parks are places for renewal, refreshment, and replenishment of the self; parks are also places that should demonstrate our care for the environment and its restoration. A public park is an aggregation of public places, both in the landscape and within built structures. A community center should create spaces for public use in the way the building meets the surrounding landscape—both inside and outside.

Typically, community center buildings have been object buildings set in the landscape. In this case, the building itself should serve as a sign: here is a place for community gathering. The building should organize the spaces around it, and could provide a focal point for activities in the landscape of the park as well as in the surrounding neighborhood. The community center building and its surrounding garden and landscaped areas should represent the institution of the city in its forms and materials:

- shapes and configurations of building masses that welcome the approaching visitor as one of the community;
- materials that endure, yet show the passage of time;
- plantings that grow and develop through the years, paralleling the succession of human generations, each one nurturing its successor through the years.

The community center building's siting should develop potential relationships of the site to the immediate neighborhood and to other areas and aspects of the city by means of physical connections and views. Physical connections should knit the building into the structure of the neighborhood's fabric, while its architectural character should make clear that it welcomes all residents of the city. Functionally, connections should provide easy access to the community center for visitors who arrive by bus, car, or bicycle, and for those who come there on foot. Access for emergency vehicles should be straightforward. While meeting all requirements of the Americans with Disabilities Act (ADA) legislation, our community centers should reflect the spirit of universal access in developing specific design solutions: allow all building users to move through space with dignity and ease, providing equivalent means of access for those who are disabled in one way or another.

Views from the community center are one way in which the institution's connection to other aspects of the city are made visible, as well as delighting the viewer. Views of the building from afar should also be considered by the designers for they create the civic image of the institution for many who may never actually enter the building.

#### **Articulation**

Up close, the community center building's interior spaces should be indicated on the exterior, revealing—by means of massing, openings, material detailing, and literal transparency—the human activity within. The building's articulation and its placement within the landscape should create outdoor "rooms." The designers should give character to these exterior spaces by means of their degree of enclosure, the textures and tones of the building's exterior materials, and the choice of plantings that meet the building's edge.

Inside the building, space should be developed in a way that places are made for the individual, for the group, and for gatherings of the community. A chair placed in an alcove with a window nearby might make a place for the individual to read in the daylight and to feel at home. The group plays 3-on-3 basketball in the community center's gymnasium. The community gathers in the multi-purpose room to share a meal, prepared in the well-equipped kitchen adjoining.

#### **Sensory Delight**

The community center building and surrounding outdoor areas should engage all the senses of the visitor, recognizing and honoring the diversity of such a building's users:

- Our sense of spatiality should be engaged by a play and counter-play of spaces: high and low, extensive and contained, plushly-fitted and of a spare economy.
- Our capacity for reading the thermal environment should be addressed by outdoor spaces that trap the sun's heat on cool spring and fall days, spaces that give welcome shade in summer, and indoor spaces of temperate comfort juxtaposed to the wet winds of the Northwest winter immediately outside.
- Our perceptions of sound should be pleasurably stimulated by careful design of the acoustic environment: rooms of quiet in which sound quickly decays, rooms alive with sounds of games and play, and outdoor spaces enclosed with surfaces that capture the more distant sounds of play and work.
- The plantings around the community center should reward us with their scents and flavors, especially with fruiting trees and shrubs. Underfoot, we might crush the leaves of the wooly thyme, releasing its pungent scent. Overhead, the autumn-yellow leaves of the ginkgo might remind us of the season with their freshly-baked-sugar-cookie aroma.

#### Summary

In summary, these design principles offer a way to develop the community center site and the community center building built upon it so as to serve and delight those who use them, and to model and embody appropriate relationships between people and between humankind and the earth's other inhabitants.

#### Other Resources

Additional resources that may aid the designer or reviewer of a community center project have been developed by other departments and groups within city government. The Seattle Design Commission's Handbook (version 10.01) offers a number of useful design principles for capital improvement projects undertaken by the City. They include the following:

- Projects shall have a civic scale and character.
- Projects shall express the city's socio-cultural identity and diversity.
- Projects shall be sustainable over time.

Designers and reviewers alike should refer to the Handbook for more detailed explanations of these principles.

Seattle's Department of Construction and Land Use contains within its organization the City Design group that supports the work of the Design Commission and the neighborhood Design Review Boards. City Design has developed Design Review: Guidelines for Multifamily & Commercial Buildings (rev. November 1998, and herein after referred to as Guidelines) to guide the review of private-sector projects. Nevertheless, a number of these design guidelines are applicable to the design of Parks' community centers. Of particular application are the following guidelines, arranged in the order in which they appear in the Guidelines:

- A. Site Planning:
  - A-1: Responding to Site Characteristics
  - A-7: Residential or Public Open Space
- C. Architectural Elements and Materials
  - C-1: Architectural Context
  - C-2 Architectural Concept and Consistency
  - C-3 Human Scale
  - C-4 Exterior Finish Materials
- D. Pedestrian Environment
  - D-1 Pedestrian Open Spaces and Entrances
  - D-3 Retaining Walls
  - D-4 Design of Parking Lots Near Sidewalks
  - D-6 Screening of Dumpsters, Utilities and Service Areas
  - D-7 Personal Safety and Security
- E. Landscaping
  - E-1 Landscaping to Reinforce Design Continuity with Adjacent Sites
  - E-2 Landscaping to Enhance the Building and/or Site
  - E-3 Landscape Design to Address Special Site Conditions

Designers and reviewers alike should refer to the Guidelines for more detailed explanations of these guidelines for good design.

End







## 1999 COMMUNITY CENTER LEVY PROGRAM

# Design Standards

**Belltown Community Center  
High Point Community Center Addition  
International District Community Center  
Jefferson Park Community Center Addition  
Laurelhurst Community Center Addition & Renovation  
Montlake Community Center Renovation  
Northgate Community Center  
Sand Point Community Center Renovation  
Southwest Community Center Addition  
Van Asselt Community Center Addition  
Yesler Community Center**

**June 12, 2002**



1999 Community Center Levy Program  
**Design Standards**  
May 29, 2002

**I INTENT**

- A. To provide guidelines for producing Community Centers that truly become "THE HEART OF THE COMMUNITY"- A place for social, civil, and physical activities that enhance the human spirit.
- B. In the United States, the Northwest leads the nation in sustainable building design. The City of Seattle is one of the recognized leaders in promoting sustainable design, pursuing at least a "Silver" rating under the U. S. Green Building Council's "Leadership in Energy and Environmental Design" (LEED) rating system for all its new and renovated city buildings larger than 5,000 square feet. The Seattle Parks and Recreation Department (DPR) is committed to constructing sustainable buildings and landscapes, and has set a goal of achieving a minimum of 'Silver' rating for its buildings, consistent with the Department's Initiative for Sustainable Design (attached at end of section).

**II GENERAL**

- A. Comply with all current applicable codes, including ADA Regulations and City of Seattle's Sustainable Building Policy. Community Center designs must comply with Washington State Regulations (DSHS) for childcare.
- B. All projects involving design and construction (new construction or renovation) shall comply with Seattle Department of Parks and Recreation Initiative for Sustainable Design. Life cycle costs of alternative building materials and building systems shall be part of the design process of all of these projects. Key points to consider during the design process are:
1. Provide as much natural, glare-free day lighting as possible, integrating it with the lighting system and HV controls.
  2. Provide exterior windows with operable sash for natural ventilation. Coordinate free air volume with mechanical design. Window hold-open devices shall be used to dissuade in/out egress via windows.

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- C. Coordinate with Seattle Arts Commission for incorporation of art in the building as a part of "1% for Art" Planning.
- D. Comply with DPR Design Guidelines, Specifications and Details and the most current City of Seattle Standard Specifications and Plans. Construction of all site elements and furnishings shall conform to established DPR Design Guidelines, Standard Specifications and Standard Details. Accessibility for maintenance staff, service vehicles and access to irrigation controls shall be factored into layout of site elements.
- E. Associated Design Guidelines and Specifications needed to start the design process shall include but not be limited to the following list:

Standard Instructions to Designers	00000.01
Do's and Do Not's For Consultants	00000.02
Contract Document Checklist for Project Manual	00000.03
Survey & Mapping Standards	00000.04
Use of Recycled Content Products	00010.01
Operation & Maintenance Manual (incl. notes to consultants)	01730.01
ADA Access and Signage	02500.01
Roofing (new or re-roofing)	07000.01
Gutters (prefabricated aluminum)	07630.01
Hardware (preferred list)	08710.01
Flooring for Community Centers	09000.01
Basketball Court Layout (Indoor)	09900.54
Volleyball Court Layout (Indoor)	09900.55
Badminton/Pickleball Court Layout (Indoor)	09900.56
Gym Floor Striping (for New Community Centers)	09900.58
Wood Flooring (for Gyms & Multi-purpose Rooms)	09550.01
Carpeting	09650.01
Painting Work	09900.01
Restrooms (for Community Centers)	10000.01
Community Center Signs	10440.01
Building Systems & Equipment	11020.01
Athletic & Recreational Equipment (for Community Centers)	11480.01
Control Systems Information Outline (CSI)	13880.01
Energy Management Control System (EMCS)	13880.01
Plumbing Fixtures	15400.01
Boiler Valves & Miscellaneous Equipment	15550.01
Electrical Work	16000.01
Warranties	17040.01

- F. Maximizing the use of recycled or reused materials is required. Durability, sustainability and maintainability are the over-riding considerations in determining the materials and construction methods for all site elements and areas.
- G. Design chair rails into all spaces, except corridors, game rooms, and gym and kitchen (Verify mounting height).
- H. Appropriate acoustical attenuation shall be provided in designs for all activity, game, and fitness rooms, as well as lobby, corridors and lounge areas.
- I. Provide key box for Fire Department.



### III. SITE ELEMENTS

#### A. Site Conditions:

1. Before design begins, soil testing, borings, sub-surface and seismic conditions, etc., assessments shall be completed, along with topographic surveying of the site. Soil testing shall be required for all newly planted areas. The soil shall be appropriately amended before planting begins.

#### B. Siting of Buildings:

1. The design team, which includes (but is not limited to) the Architect, Landscape Architect, Civil Engineer, Project Artists, etc., shall work together, with DPR and the community, to determine how and where the building(s) will be located on the site. Criteria to be considered during the siting process shall include: site and building accessibility, parking requirements, availability of utilities, traffic, site circulation, views, noise, solar and wind exposure, environmental and energy savings, and relationships of the community center to other park amenities such as play areas, athletic facilities, existing plantings, etc. Every possible effort shall be made to preserve and protect existing trees that are determined to be of value by a Certified Arborist. Consideration should also be given to possible future expansion.

#### C. Parking:

1. The number of parking spaces shall comply with the Seattle Zoning Code or as established by DPR for Community Center Facilities.
2. A maximum of 35% spaces shall be striped for 8 feet wide stalls (compact vehicles) and remainder of the parking spaces shall be striped for 9 feet wide stalls.
3. Parking area shall have a minimum of 2% slope to drain, except to ADA spaces and main routes of travel (2% max. slope).
4. Parking space lines shall be painted white. Do NOT use traffic buttons.
5. Drop off/pick-up zones shall be provided near the main entrance and their design coordinated with fire zones and ADA.

#### D. Site - General:

1. Bicycle racks, litter receptacles and recycle bins, shall be located near the entrances.
2. Main pathways shall be 10 feet wide to accommodate maintenance vehicles. Maintain 2% or less cross-slope where possible for ADA access.
3. A paved special events plaza, when provided, shall be near the main entrance or multi-purpose room.
4. Provide signage for direction from street to main entrance.
5. Signage - see DPR Design Guideline #10440.01 for exterior signs.

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E. Site Lighting:

1. The accessible path to the community center entry shall be lit in accordance with ADA requirements.
2. Lighting must balance safety and security with a welcoming appearance.
3. Full-cutoff or fully shielded luminaries will be used to minimize light trespass.
4. Special lighting in areas that could be lurking zones, such as back of community centers, shall be provided with motion sensors.
5. Incorporate energy-efficient measures in lighting, motion sensors

etc.

F. Landscape Strategy:

The design team shall incorporate DPR and City of Seattle Best Management Practices guidelines into the design of all site elements. All newly planted areas shall be irrigated with automatic sprinkler systems. Plants shall be durable and hardy. Plants shall not be used that have thorns or fruit, or which may be hazardous to the public. Native plants, drought-tolerant and low maintenance species shall be used as much as possible. Large or deep shrub beds around community centers shall be discouraged because of security considerations. Traffic and circulation patterns shall be considered. Pedestrian routes between parking lots, play areas, etc., and the entries to the building, shall be open and paved. Shrub beds shall be protected near entries using curbs, walls or raised planters, whenever possible. Plant warranties, and maintenance during establishment of plantings shall be required to be for at least one year (three years is preferred). Tree wells or trees planted adjacent to paving shall have substantial room for root growth (no less than 50 S.F./tree and larger for larger species). The soil in the tree planting areas shall be prepared for deep growth. Paving adjacent to trees shall be protected with root barriers

G. Drainage Issues:

Site drainage shall be accommodated as much as possible. Detention, retention, and treatment of site runoff is required per City of Seattle Stormwater, Grading and Drainage Control Codes, see Ordinance #119965, November 2000. Proper placement and elevations of the building(s) shall assure positive site drainage conditions. Set the floor elevations high enough above the surrounding site areas to assure that all areas drain away from the building terminate in appropriate drainage structures, protecting landscaped areas. The project Civil Engineer and Landscape Architect shall work together to design the grading and drainage. These must work in unison to provide positive drainage conditions. Lawn areas shall be graded no steeper than 4:1. Lawn areas shall be graded to at least 3% slopes to assure positive drainage. Planted areas (shrub beds) shall be graded to no steeper than 2:1 (3:1 preferred) and shall be graded to assure positive drainage. Walls or rockeries shall be provided in areas steeper than 2:1. Paved areas shall be graded at 2% minimum for asphalt paving and 1% minimum for concrete paving, to assure positive drainage and allow for potential

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settling. Grades of paved areas must also meet ADA requirements (2% maximum cross slope), where paved areas are meant to be accessible routes of travel.

#### IV. BUILDING ELEMENTS

##### A. Exterior

###### 1. Materials:

- a. Must be graffiti resistant or offer ease of removal
- b. Must be highly resistant to impacts
- c. Materials must be durable, offering a minimum of 40-year life span
- d. If masonry, must be sealed with appropriate sealer (approved by masonry manufacturer). DPR to review and approve.

###### 2. Painting: All paints must comply with the current EPA and DPR Guidelines and Standards. See Design Guideline #09900.01 for Painting Work.

###### 3. Roofing: See DPR Roofing Design Guideline #07000.01 (for new and reroofing) for steep and low sloped roofing.

###### 4. Plumbing: No liquid carrying piping shall be allowed in the outside walls for freeze prevention purposes.

###### 5. Plumbing: Provide flush, lockable freeze proof hose bibs (verify number and locations).

###### 6. Electrical

- a. Provide a minimum of 3 to 4 lockable, switchable outlets. Provide outlet(s) in the direction of the field for field access. Locations of the outlets shall be determined during design process.
- b. Provide a 50 amp lockable exterior outlet for future espresso cart at "Community Plaza".
- c. Provide special lockable exterior outlet for an emergency generator with hard surface access from the main street for trucks. Provide a phased power panel with emergency service requirements and a "pig-tail" connection.
- d. Lighting must enhance "welcoming feeling" and be balanced with security and pathway lighting for ADA.
- e. Provide building address on building for fire department.

##### B. Interior Spaces introduce as much natural glare-free daylight as possible considering the entire center and not simply individual rooms; integrate daylighting with artificial lighting and HVAC control systems. Provide ability to darken windows in designated rooms.

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1. Entry/Vestibule:
  - a. The entry must have 2 sets of doors with removable center mullions - each leaf to be ADA compliant for opening pressure.
  - b. Explore the possibility of ADA automatic doors - if 8.5 lb. or less pull for doors cannot be provided.
  - c. Provide walk-off mats with walk-off grates outside - total lineal distance to be 15 - 18 feet or more to catch rocks and sand (outside) and dry the shoes (inside). This is especially important to protect wood and carpet flooring inside.
2. Lobby:
  - a. Provide hard surface flooring, such as stained concrete, quarry tile or other materials such as linoleum, rubber tile, etc. Maintenance, appearance and sound attenuation are key considerations. Carpet is not acceptable.
  - b. Visitors must easily see reception counter from lobby doors.
  - c. Provide space for recycle containers (paper, glass and aluminum).
  - d. Make provision for a pay phone location (power and telephone cable).
3. Lounge:
  - a. Use easily cleanable hard surface flooring.
  - b. Provide space for display of trophies, artwork, etc.
4. Reception Area:
  - a. The location must be easily visible from the lobby.
  - b. Staff must be able to visually observe gym; activity room(s), game room(s), restrooms and multi-purpose room entrances as well as main entrance, corridors and exits.
  - c. Place security monitors, parabolic mirrors etc. in this area as required.
  - e. Adjust countertop for children, ADA, and standard heights.
  - f. Provide service space for two computer stations at counter. One shall be either accessible or shall have ability to be easily modified.
  - g. Cash handling, including registers shall be considered.
5. Corridors:
  - a. Walls and floor material must be durable, slip-resistant and highly impact resistant. Carpet is not acceptable in corridors.
  - b. Pop and candy vending machines should be located in alcoves, if possible.

c. Flooring under and around the vending machines must be hard surface.

  - d. Sound attenuation is also important.
6. Activity Rooms:

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- a. These must be multi-functional adaptable rooms, used for a variety of activities throughout the day such as hangout space for different age groups.
  - b. Each room shall accommodate 20 to 30 people.
  - c. Lockable cabinets with a stainless steel sink shall be provided.
  - d. Storage closet for chairs, tables, etc. shall be provided.
  - e. Design for sound attenuation.
  - f. Cabinetry shall be lockable with locks keyed alike.
  - g. Provide vinyl composition tile or rubber tile floor.
7. Computer Training Room:
- a. The size shall accommodate up to 20 workstations.
  - b. Provide secure storage (for servers, disks, books etc.).
  - c. HVAC management is very important to control the environment and equipment-generated heat. See Design Guideline #13800.11.
  - d. Flooring shall be carpet for noise and static electricity control.
  - e. Provide indirect lighting for control of glare.
  - f. Multiple phones lines (to be determined during prelim. design).
  - g. Fiber optic cable (to be determined during preliminary design).
  - h. Provide sound attenuation.
8. Game Room:
- a. Walls in game rooms shall be made of products such as Medium Density Fiberboard (MDF) or 3/8" MDO, both backed up with gypsum board for impact resistance.
  - b. Room shall be large enough to accommodate game machines, and/or pool table, and/or ping pong tables. Verify program.
  - c. Provide storage closet.
  - d. Make game room nearby but separate from "teen room".
  - e. Design for sound attenuation.
  - f. Accommodate game machines (verify number), pool and ping pong tables.
9. Kid's Room:
- a. Flooring to be part carpet for comfort when seated on floor and part hard-surfaced around the sink area or hard easily cleaned surface and a throw rug for seating on floor.
  - b. Counters will be 24" high (kid-height) with sink and controls easily used by small children. Provide open storage cubbies below (verify number).
  - c. Provide storage closet for additional supplies.
  - d. Provide a single restroom with a sink, accessible from kid's room only.
10. Fitness Room:

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- a. Size room for: 2 bikes, 2 treadmills, 2 elliptical, 1 multi-station gym and 4 stations. Develop a machine use diagram.
  - b. Provide a storage closet for free weights and other equipment.
  - c. Design for sound attenuation.
  - c. Special cushion flooring for safety is needed where free weights are used.
  - d. Meet or exceed number of air changes as required per current State Energy Code (chapter #2).
  - e. Provide convenience outlets for fans.
  - f. Provide outlets high on the wall for TV mounted on ceiling hung brackets.
11. Teen Room:
- a. Provide hangout space for teens.
  - b. Late Night Programs will operate in this room.
  - c. Storage space is required for teen program equipment.
  - d. For Teen Center Programs, provide spaces for study, tutoring, counseling area, offices, etc.
12. Offices:
- a. Provide two (2) private offices and one (1) general office with 3 to 4 workstations. The general office will have the whole-building pager system base.
  - b. Staff must have visual access to corridors.
  - c. General office to have a dual "drop-and-secure" wall safe. Drop opening to be @ 40" above floor level.
  - d. The general office shall be next to the reception space.
  - e. Offices shall be grouped.
13. Kitchen:
- a. Design of kitchen layout to meet all ADA, and Seattle & King County Health Department requirements.
  - b. Verify size and use with design program.
  - c. Provide electric range (for safety) with a convection oven, and hood that vents to outdoors.
  - d. Range Hood - Type: Class A for deep-fry cooking or Class B for others. Exhaust hood fan shall have a timer.
  - d. Provide heavy duty Best locking system, latches and hinges on cabinets (ADA compliant). Locks shall be keyed alike. See Design Guideline #08710.01.
  - f. Provide 2 full size commercial refrigerator/freezer units (with upper freezers) that are divided into 4 sections - 3 refrigerators and 1 freezer. Refrigerators shall be lockable with padlock or other lock.
  - g. Provide a microwave oven.
  - h. Provide a commercial dishwasher with adjacent drying, loading and garbage disposal.

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- i. Cabinets and counter tops are to be heavy duty with durable wearing surfaces and heavy-duty hardware (hinges, locks and latches).
  - j. Flooring shall be ceramic tile or quarry tile with cove base.
  - j. Counter top roll-up door for pass-through access to multi-purpose room.
  - k. Provide a floor drain.
  - l. Provide grease trap.
  - m. Counter top next to the stove shall be heat resistant.
  - n. Island sink shall be provided only if non-island location proves impractical.
  - o. Provide stainless steel sinks.
14. Multi-Purpose Room:
- a. Approximate size 2700 square feet.
  - b. To be dividable by a ceiling-hung acoustical operable wall (52 to 55 STC Rated) into two spaces - one small and one large - approximately 1/3 and 2/3.
  - c. Flooring to be gym-type floating floor of wood, #2 or better maple. See DPR Design Guideline #09550.01. Coordinate with Architect for use of wobble-off mats and purchase of maintenance equipment (2-speed buffer, paver squeegee for protection of wood floor).
  - c. Provide a counter cabinet with sink in each space.
  - d. Design acoustics of room for large gatherings, music, dance etc.
  - e. Lighting to be controlled with dimming or multi-task/staged fixtures.
  - g. Where rooms are divisible, provide separate HVAC zones.
  - h. Two large closets for tables, chairs, etc.
  - i. Zone control HV (year around ventilation is necessary for preserving wood floor). Also, consider humidistat control for wood floor.
  - i. Provide wiring for internal PA and music system.
  - j. Provide mirrors next to barres for dance per program.
15. Gymnasium:
- a. See DPR Standard Detail # 09900.58 for dimensions.
  - b. See DPR Standard Details # 09900.54, .55, .56, and .58 for court layouts.
  - c. Use portable bleachers.
  - d. Game lighting to have good color balance and even distribution of 100 FTC (foot-candles) at use level - +/- 3' to 6', combined with light color walls. With darker color walls, levels of FTC must be increased. Overall perceived brightness must be same.
  - e. For multi-purposes such as dances and large gatherings, lighting is to be dimmable and separate from game light system.
  - f. Game Standards shall be as manufactured by 'Senoh'.

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- g. Provide thickened slab in areas for game standard sleeves. Verify depth of thickened slab with game standard manufacturer.
  - g. Provide divider curtain, 2 score boards, scorer's table, electrical hook-ups, internal PA and Music system wiring.
  - h. Gym storage to have a pair of access doors and space for the storage of portable bleachers, multiple game stanchions (standards) and net, and other equipment. Provide painted plywood wainscot to protect walls from damage.
  - i. Provide divider curtain, two score boards, scorer's table, electrical hook-ups, internal PA and Music system wiring. Provide additional outlets for this equipment.
16. Restrooms, Family Changing and Showers:
- a. Number of restroom fixtures shall be per code.
  - a. Two separate family changing rooms to have a shower stall, lavatory and water closet - all fully ADA accessible. Provide interior locks for each room.
  - b. Provide a bench for changing clothes.
  - c. Showers shall have floor pans with integral walls that extend 6'-8" up.
17. Custodial Office and Storage:
- a. Office to be separate from the storage area.
  - b. Office to have space for regular size desk, chair, filing cabinet, etc.
  - c. Provide space for wood floor cleaning and buffing equipment and cleaning materials, as well as vinyl floor and carpet cleaning equipment and materials.
  - d. Storage is for normal day-to-day paper products and cleaners. Storage to be sized for reasonable amounts, i.e. two weeks to one-month supply.
  - d. Pumps shall be mounted on floors.
18. Custodial:
- a. Floor sinks shall have 4' high stainless steel backsplash or tile finish over backerboard
  - b. Provide a floor drain.
19. Storage Rooms:
- a. Provide built-in heavy-duty shelving.
20. Mechanical and Electrical Rooms:
- a. Do NOT place a boiler tank over "occupied" spaces.
  - b. Noise of mechanical and electrical systems must be controlled by means of acoustical insulation.
  - c. Provide emergency generator and panel with emergency service.

- d. Adequate lighting must be provided and located for maintenance personnel's use to inspect and service equipment.
- e. Pumps shall be mounted on equipment pads on floors.

21. Art Display Areas:

- a. When programmed, provide suitable exhibition space for display of artworks generated through community classes and/or from the City's portable collection. Coordinate planning with Seattle Arts Commission.
- b. The space should provide for adequate security of artwork and be appropriately lighted.
- c. Coordinate design of art display spaces or installation with "1% for Art" planning objectives for each project.

C. Interior Finishes/Materials:

- 1. Exit doors opening into fire-rated corridors from Activity Rooms, Multi-Purpose rooms, Gyms shall have electric magnetic hold-open device.
- 2. Use of blinds - for long-term life, use type within the insulated glass units (integral type), especially on solar (south, southwest & west) side windows.
- 3. Provide for tack/bulletin boards throughout the center at a consistent height integrated into the architecture.
- 4. Corridor floors to be of durable material slip resistant and impact resistant. Do not use carpet in corridors.
- 5. Walls in game rooms and corridors to be highly resistant to impact blows.
- 6. Provide a minimum of 42" high wainscot of high impact resistant material in all corridors.
- 7. Provide similar 42" wainscot and a chair rail in the following rooms: offices, activity rooms, kid's rooms, computer rooms and multi-purpose rooms.
- 8. Provide high impact resistant wainscot up to top of window height in game rooms, teen rooms, and in vending machine alcoves.

D. Interior Signage:

- 1. See DPR Design Guideline #10440.01 for interior signage.

E. Furnishings:

- 1. Seating furniture in the lounge must be comfortable and durable.
- 2. When fabric is used, it must be stain resistant.

F. Special Equipment:

- 1. Elevator, if provided, shall have 2000 lb. minimum capacity and shall be ADA compliant.

G. Mechanical and Electrical:

- 1. Use a coordinated energy efficient heating, ventilating and cooling system in conjunction with Sound Building Insulation and Day-Lighting strategies.

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2. Acoustical noise of mechanical and electrical systems must be controlled and minimized.
3. Security, fire, alarm and sprinklering, and video camera monitoring systems must be integrated into the architecture.
4. Use a Day Lighting strategy tied into the lighting system controls for energy conservation.
5. Provide complete building mechanical systems integrated by means of Energy Management Control System; see DPR Design Guideline #13880.01.
6. See DPR Design Guideline #15550.01 for boiler valves and miscellaneous equipment. Do not use butterfly or ball valves.
7. See DPR Design Guideline #16000.01, "Electrical Work", for electrical system requirements.
8. Provide separate hot water circulation system and tempered water circulation systems.
9. Community center shall be provided with fire sprinklers per NFPA and SBC Standards.

H. Communications, and Security:

1. Provide security system motion detectors in each room.
2. All rooms (except restrooms) shall be wired for monitoring TV cable, PA/music, networking (computers), phones, data, power, etc.
3. PA system controls shall be located in the main office and shall have an optional all-rooms or individual room announcement capability.
4. Add conduit for home runs from each room to main distribution frame location.

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**PARKS AND RECREATION**  
**INITIATIVE FOR SUSTAINABLE DESIGN**

SEPTEMBER 10, 2001

Department of Parks and Recreation (DPR) played a major role in using recycled materials products and waste recycling during the implementation of the Community Center Levy projects in the 90's. Our goal is to continue recycling and to increase our participation in sustainable design and construction.

In Planning and Development Division (PDD), sustainability is the guiding principle for project development, and incorporated into projects from the earliest stage. Sustainable design principles will be included in all phases of project development; from design, demolition, disposal, construction, operations and maintenance.

PDD's range of project include buildings and structures such as playgrounds and new community centers as well as property improvements such as landscape restoration and multimillion dollar landslide mitigation projects. Given that some of these types of projects are very difficult to meet Leadership in Energy and Environmental Design (LEED) Silver Ratings, PDD's goals are to substantially improve what we can accomplish by using the following guidelines:

1. **New buildings of more than 5,000 square feet** of occupied space, planned for construction after 2001, and with budgets that have included costs required to achieve a minimum LEED rating of "Silver" (33 points) using the US Green Building Council's LEED Rating System, will do so. Those projects funded prior to 2001 will achieve the highest rating practicable within available project funds.
2. **Major remodeling projects of more than 5000 square feet** and includes site related issues, water use and waste, renovations of energy and water, materials and finishes, and items that affect indoor environmental quality will strive to meet the goal of receiving the maximum number of credits practicable within funds available.
3. **Remodel projects and small projects, in which the scope of work does not include all five categories**, is impossible to meet the "Silver" rating. For these projects, PDD will meet the intent of the LEED criteria within the section that pertains to the scope of work to the maximum extent practicable. The emphasis on these projects will be on designing more sustainability. For example, if the scope of work is to replace an HVAC system, the Energy and Materials categories of LEED would apply. The project should strive to obtain the applicable credit for Energy, optimize energy performance and eliminate HCFC and Halon. For Materials, recycle and salvage demolition and construction

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waste, try to meet the intent of these applicable credits only, within the budget and scope of the project. This same approach could be applied to other narrowly focused renovations, such as painting, replacing office partitions, upgrading or replacing irrigation systems, replacing plumbing fixtures, etc. Be sure to check the City's current incentive programs or the Office of Sustainability and Environment Conservation Fund to determine if the project is eligible for financial assistance.

4. **For a project over 5,000 square feet but is limited in scope**, the same process described above should be used. However, since the 5,000 square feet threshold is what is stated in the policy, the project manager should make the case as to why (based on the limited scope) the project should use the above process as opposed to meeting the minimum 33 LEED points.

5. **Consultant Selections:** In order to assure retaining consultants that are motivated, knowledgeable, and experienced in sustainable design and construction, include appropriate language in the advertisement for proposals, interview/evaluation, and contractual agreements. Take full advantage of the technical assistance offered by the City departments, such as SPU and City Light.

6. Whenever the Office of Sustainability and Environment is offering LEED related workshops and training, we should send our project managers to become familiar with sustainable practices.

END OF SECTION



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Principles	Principles
Bldg Program Template	Bldg Program Template
Standards	Standards
Appendix	Appendix

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Exhibit C. Community Center Construction Schedule

<b>GYMNASIUM/COMMUNITY CENTER</b>	286 days	5/16/2003 8:00	6/18/2004 17:00
Exterior Steel Wall Structure	20 days	6/20/2003 8:00	7/17/2003 17:00 64
CMU to PT 2	10 days	5/16/2003 8:00	5/29/2003 17:00 54
CMU to Gym Roof	10 days	6/20/2003 8:00	7/3/2003 17:00 64
CMU to Plywood Roof at Res Unit	10 days	7/4/2003 8:00	7/17/2003 17:00 70
Steel Roof Trusses	10 days	7/18/2003 8:00	7/31/2003 17:00 68,71
Roof Framing	10 days	8/1/2003 8:00	8/14/2003 17:00 72
Concrete Slab	5 days	8/15/2003 8:00	8/21/2003 17:00 73
Roofing above Gym	15 days	8/22/2003 8:00	9/11/2003 17:00 74
Exterior Wall Framing	15 days	7/18/2003 8:00	8/7/2003 17:00 68
Windows/Storefront	20 days	8/8/2003 8:00	9/4/2003 17:00 76
Exterior Siding	15 days	8/15/2003 8:00	9/4/2003 17:00 77SS+5 days
Interior Wall Framing Floor 1	25 days	9/5/2003 8:00	10/9/2003 17:00 78
Electrical/Mechanical/Plumbing RI	20 days	10/10/2003 8:00	11/6/2003 17:00 79
GWB	15 days	10/31/2003 8:00	11/20/2003 17:00 80FS-5 days
Tape	10 days	11/21/2003 8:00	12/4/2003 17:00 81
Prime Paint	5 days	12/5/2003 8:00	12/11/2003 17:00 82
Hardwood flooring	15 days	12/12/2003 8:00	1/1/2004 17:00 83
Vinyl/Carpet Flooring	20 days	12/12/2003 8:00	1/8/2004 17:00 83
Tile	8 days	12/12/2003 8:00	12/23/2003 17:00 83
Hardware & Trim	15 days	1/2/2004 8:00	1/22/2004 17:00 85FS-5 days
Electrical/Mechanical/Plumbing Finish	15 days	1/9/2004 8:00	1/29/2004 17:00 85
Cabinets	5 days	1/30/2004 8:00	2/5/2004 17:00 88
Specialty Items	10 days	2/6/2004 8:00	2/19/2004 17:00 89
Final Clean	5 days	2/20/2004 8:00	2/26/2004 17:00 90
Punch List	5 days	2/27/2004 8:00	3/4/2004 17:00 91

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# EXHIBIT D: Project Budget

Description	Total Amount	community center amount
General Conditions	\$2,478,778	\$291,991
Site Demolition	\$51,380	\$6,052
Earthwork	\$337,748	\$10,207
Shoring	\$479,291	\$0
Site Utilities	\$101,000	\$11,897
Asphalt Paving	\$5,691	\$670
Striping	\$3,395	\$0
Landscaping	\$47,304	\$5,572
Planter Boxes	\$11,783	\$0
Site Improvement	\$1,511	\$0
Concrete	\$1,909,767	\$429,036
Concrete Topping	\$20,503	\$0
Masonry	\$314,508	\$0
Masonry Seal Coat	\$18,406	\$0
Steel	\$427,607	\$327,975
Rough Carpentry	\$885,625	\$0
Trusses	\$174,243	\$0
Exterior Siding and Trim	\$29,444	\$0
Interior Finish Carpentry	\$150,404	\$33,239
Waterproofing	\$130,982	\$0
Insulation	\$91,122	\$18,452
Spray Fireproofing	\$44,600	\$5,254
Roofing	\$305,658	\$85,584
Metal Siding	\$88,290	\$79,461
Vinyl Siding	\$109,168	\$0
Sheet Metal	\$43,802	\$0
Roof Hatches	\$11,985	\$0
Caulking/Sealant	\$25,260	\$0
Metal Doors	\$160,271	\$16,027
Wood Doors	\$56,082	\$0
Special Doors	\$27,111	\$10,167
Storefronts	\$99,999	\$31,957
Vinyl Windows	\$69,997	\$0
Door Hardware	\$8,672	\$2,354
Glass Glazing	\$10,841	\$10,841
Gypsum Wallboard	\$915,020	\$200,520
Tile	\$11,654	\$11,654
Acoustical	\$34,613	\$27,725
Finish Flooring	\$156,000	\$0
Hardwood Flooring	\$68,514	\$68,514
Painting	\$189,418	\$84,859
Toilet and Bath Accessories	\$17,725	\$2,357

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# EXHIBIT D: Project Budget

Description	Total Amount	community center amount
Visual Display Boards	\$2,965	\$828
Fire Extinguishers and Cabinets	\$8,062	\$877
Lockers	\$4,146	\$4,146
Mailboxes	\$3,884	\$0
Operable Partitions	\$10,610	\$10,610
Toilet Partitions	\$4,078	\$4,078
Louvers	\$2,422	\$1,502
Access Doors	\$9,493	\$0
Projection Screens	\$525	\$525
Wire Shelving	\$7,611	\$0
Tub Surround	\$21,249	\$0
Expansion Joints	\$19,182	\$2,260
Appliances	\$59,540	\$0
Trash Chutes	\$10,729	\$0
Commercial Kitchen Equipment	\$13,973	\$13,973
Backstops	\$19,200	\$19,200
Wall pads	\$7,891	\$7,891
Window Coverings	\$12,319	\$0
Residential Cabinets	\$131,170	\$0
Commercial Cabinets	\$17,985	\$17,985
Elevator	\$124,046	\$28,580
Elevator Casing	\$23,635	\$5,446
Plumbing	\$1,240,253	\$155,433
Fire Protection	\$129,499	\$15,255
HVAC	\$420,542	\$177,119
Electrical	\$1,531,786	\$220,439
Subtotal	\$13,961,967	\$2,458,512
Overhead and Profit	\$657,301	\$115,742
Bond	\$121,432	\$15,625
<b>TOTAL</b>	<b>\$14,740,700</b>	<b>\$2,589,879</b>

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EXHIBIT E  
Purchase Addendum

In this Purchase Addendum ("Addendum"), SCIDPDA is referred to as "Seller" and the City is referred to as "Buyer." Capitalized terms used herein and not otherwise defined shall have the meanings given in the Development Agreement to which this Addendum is attached (the "Development Agreement").

1. Property. The "Property" consists of the Community Center condominium unit known as Unit 2 under the Declaration of Condominium and Covenants, Conditions and Restrictions for IDVS 2, a Condominium, recorded under AFN 20021211002628 and the Survey Map and Plans recorded under AFN 20021211002627, Vol. 187 of Condominiums, Pages 14-25, both in King County, Washington. No personal property is included in the Property.

2. Purchase. Seller shall sell and convey the Property to Buyer, and Buyer shall accept the Property from Seller, on the terms, covenants and conditions set forth in this Addendum.

3. Purchase Price. No purchase price shall be due upon the transfer of the Property to Buyer. Buyer's consideration for the Property shall be all of the payments made to Seller pursuant to the Development Agreement.

4. Title. Seller shall convey by bargain and sale deed to Buyer at the Closing title to the Property. Title at the time of transfer shall be free and clear of all liens and encumbrances except for (a) any liens or encumbrances created by or through Buyer; (b) the condominium declaration creating the Property as a separate unit; (c) utility and access easements that do not unreasonably interfere with Buyer's intended use of the Property; and (d) rights reserved in federal patents or state deeds and building or use restrictions general to the district in which the Property is located (collectively, the "Permitted Encumbrances"). Buyer will obtain an ALTA standard owner's title insurance for the Property.

5. Conditions Precedent. The parties' obligation to proceed with the closing of the transfer of the Property is subject to fulfillment of the conditions precedent ("Conditions Precedent") described below or waiver thereof before the Closing Date.

(a) Final Completion. The Community Center shall have been finally completed and the condominium declaration creating the Property shall have been recorded.

(b) Full Force and Effect. The Agreement shall not have been previously terminated under any provision thereof.

(c) Buyer's Title Insurance. Pacific Northwest Title Insurance Company (or other title insurance company acceptable to the parties) is willing to issue an owner's title insurance policy in favor of Buyer subject only to the special exceptions for the Permitted Encumbrances and the standard general exceptions.

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6. Deliveries to Escrow Holder.

6.1. By Seller. Seller shall deliver or cause to be delivered into escrow ("Escrow") with Pacific Northwest Title Insurance Company ("Escrow Holder") on or before the Closing Date the following items:

(a) Deed. A bargain and sale deed, duly executed and acknowledged by Seller (the "Deed"), together with an excise tax affidavit.

(b) FIRPTA Affidavit. A certificate duly executed by Seller, evidencing that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

(c) Certificates of Authority. Such certificates as are necessary or required by the Escrow Holder to evidence the authority of Seller and its signatories to execute the instruments to be executed by Seller in connection with this transaction.

(d) Warranties and Guarantees. A general assignment, in form and substance acceptable to Buyer, assigning to Buyer the interest of Seller in all manufacturers' warranties and guarantees held by Seller for equipment or products located in the Property to the extent separately assignable to Buyer.

(e) Parking Agreement. A parking agreement for seven reserved parking spaces (with two being oversized for vans) in the Project garage for cost not to exceed \$165 per month for a term of one year, renewal at market rates, with such other terms as agreed by the parties. Such parking spaces shall be in proximity to the Community Center elevator location in the garage; the location will be determined in the parking agreement.

6.2. Buyer. Buyer shall sign the excise tax affidavit and the parking agreement and shall deliver the closing costs.

7. Close of Escrow.

7.1. Time. Provided that all conditions precedent to Closing have been satisfied or waived, the close of Escrow (the "Closing") shall occur on the date (the "Closing Date") on a date mutually agreed by the parties that is not more than fifteen (15) days following final completion of the Community Center. When all documents and funds required hereunder have been deposited with Escrow Holder, Escrow Holder shall immediately close Escrow as provided for below.

7.2. Procedure. Escrow Holder shall close Escrow as follows:

(a) Obtain the release of the Property from any liens except the Permitted Exceptions;

(b) Record the Deed;

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- (c) Issue and deliver the title policy requested by Buyer;
- (d) Deliver any other documents deposited by Seller into Escrow to Buyer; and

(e) Forward to Buyer and Seller, in duplicate, a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date endorsed thereon. Escrow Agent shall provide a draft of the settlement statements to the parties three business days before the scheduled Closing Date.

7.3. Incorporation of Escrow Instructions. This Addendum shall serve as escrow instructions, and an executed copy of this Addendum shall be deposited by Buyer with Escrow Holder following its execution. The parties may execute additional escrow instructions provided that such additional escrow instructions shall not change the terms of this Addendum.

7.4. Closing Costs and Prorations.

(a) Closing Costs. Buyer and Seller shall each pay their own attorneys' fees. Buyer and Seller shall share equally the costs of recording, escrow and the premium for the standard owner's title insurance policy insuring the Deed. There should be no real estate excise or use taxes payable with respect to the transfer.

(b) Prorations. There will be no prorations. The Property should not be subject to real estate taxes and will not have commenced operating.

7.5. Possession. Possession of the Property shall be delivered to Buyer upon Closing.

8. Brokers. Neither party had a broker working for it in connection with the transfer of the Property. Each party shall indemnify the other for any commissions owed with respect to this transaction as a result of the indemnifying party's conduct.

9. Environmental Liability and Indemnification.

9.1 Condition of the Property. Seller warrants and covenants that: (i) except as expressly and specifically permitted by the Purchase and Sale Agreement for Seller's acquisition of the real property comprising the Property from King County dated March 30, 1995 ("Purchase and Sale Agreement") and by the Consent Decree between Metro and the Washington State Department of Ecology referenced in the Purchase and Sale Agreement ("Consent Decree"), no Hazardous Substance is located on or under, or is currently being generated, processed, stored, transported, handled or disposed of at the Project; (ii) Seller shall take no action inconsistent with the Consent Decree; (iii) no Hazardous Substance shall be used in connection with the Project or the operation of the Project except in full compliance with all applicable laws, regulations, and prudent construction practices; and (iv) Seller shall not allow or cause, and shall prohibit, the following at the Project: the generation, manufacture, refining,

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transportation, treatment, storage, handling, disposal, transfer, production, processing or release of Hazardous Substances, except in compliance with all applicable Federal, State and local laws or regulations. Notwithstanding the foregoing, nothing herein shall make Seller responsible for the acts or omissions of Buyer, its agents, employees, contractors or invitees, or make Seller responsible for discharges, releases, existence or migration of Hazardous Substances from the Property.

9.2 Buyer Covenants. Buyer agrees that: (i) it shall take no action inconsistent with the Consent Decree; (ii) Buyer, its agents, employees, contractors and agents shall not use any Hazardous Substance in connection with the Property or the operation of the Property except in full compliance with all applicable laws, regulations, and prudent construction practices; and (iii) Buyer shall not allow or cause, and shall prohibit, the following at the Property: the generation, manufacture, refining, transportation, treatment, storage, handling, disposal, transfer, production, processing or release of Hazardous Substances, except in compliance with all applicable federal, state and local laws or regulations. Notwithstanding the foregoing, nothing herein shall make Buyer responsible for the acts or omissions of Seller, its agents, employees, contractors or invitees, or make Buyer responsible for discharges, releases, existence or migration of Hazardous Substances from any property owned or controlled by Seller but not leased by Buyer (including from the remainder Project, to the extent not caused by Buyer).

9.3 Definition. As used herein, the term "Hazardous Substance" means any hazardous, toxic or dangerous substance, waste or material or pollutant or contaminant which is regulated under any federal, state or local statute, ordinance, rule, regulation or other law pertaining to environmental protection, contamination or cleanup, including without limitation any substance, waste or material which is designated as a "Hazardous Substance" or as hazardous, toxic, or dangerous, or as a pollutant or contaminant under the Federal Resource Conservation and Recovery Act, as amended, the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1257 et seq., the Clean Air Act, as amended, 42 U.S.C. Section 2001 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 9601, the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq., or the Washington Model Toxics Control Act, as amended, RCW Chapter 70.105D, or Washington Hazardous Waste Management Act, as amended, RCW chapter 70.105, including all regulations promulgated thereunder, as amended or supplemented. Hazardous Substances also shall include any substance which after being released into the environment and upon exposure will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities.

9.4 Environmental Indemnity. Seller shall defend, hold harmless and indemnify the Buyer from and against any and all claims, causes of actions, judgments, settlements, costs, penalties, fees, liens, and damages resulting from (i) any breach of Seller's foregoing representations and warranties, including all reasonable attorney's fees and costs incurred by the Buyer; (ii) any and all costs, expenses, penalties and damages incurred as a result of Hazardous Substances being located on, found on or being remedied at, cleaned up from or removed from any other properties where such Hazardous Substances came from activities on or contamination from the Project or the real property upon which the Project is located; and (iii) any and all costs, expenses, penalties, damages, and remediation, and cleanup costs, incurred as

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result of Hazardous Substances being located on, in, at or under, or being found within the Project. Notwithstanding the foregoing, Seller's indemnity shall exclude matters caused by any breach of Buyer's covenants contained in Section 9.2.

9.5 Notification and Cleanup. Seller shall immediately notify the Buyer in writing if Seller (i) becomes aware that the Project or any adjacent property is being or has been contaminated with Hazardous Substances, (ii) receives any notice of or becomes aware of any actual or alleged violation with respect to the Project of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances or any of the obligations set forth in Section 9.1 of this Addendum, or (iii) becomes aware of any lien or action with respect to any of the foregoing. Seller shall, at its sole expense, promptly take all necessary and reasonable actions to comply with all laws, and with all orders, decrees or judgments of governmental authorities or courts that have jurisdiction over Hazardous Substances, and shall further pay or cause to be paid all cleanup, administrative, enforcement and other costs of governmental agencies if obligated to do so by contract or by law. Notwithstanding the foregoing, nothing herein shall make Seller responsible for the acts or omissions of Buyer, its agents, employees, contractors or invitees, or make Seller responsible for discharges, releases, existence or migration of Hazardous Substances from the Property caused by the Buyer, its agents, employees, contractors or invitees.

9.6 Survival of Environmental Provisions. This Section 9 shall survive the expiration of this Addendum and shall survive closing and shall not be merged in any deed delivered by Seller to Buyer at closing, the termination of Buyer, or the Buyer's exercise of any of its rights, including foreclosure, under the Deed of Trust involving Buyer and Seller relating to the Project.

10. Default; Remedies. Specific Performance. This Addendum pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the parties. Consequently, in the event of a breach or default in or of any provision of this Addendum by either party, the nondefaulting party shall have, in addition to a claim for damages for such breach or default, and the right to specific performance of this Addendum.

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## City of Seattle

Gregory J. Nickels, Mayor

### Office of the Mayor

July 28, 2003

Honorable Peter Steinbrueck  
President  
Seattle City Council  
Municipal Building, 2<sup>nd</sup> Floor

Dear Council President Steinbrueck:

The attached ordinance authorizes a Development Agreement between the City of Seattle and the Seattle Chinatown International District Preservation and Development Authority (SCIDPDA) for the International District/Chinatown Community Center. The Agreement facilitates the development, design, construction, and conveyance to the City of a new community center as part of the International District Village Square Phase 2 (IDVS 2). IDVS 2, which is being developed by SCIDPDA, will be a mixed-use project, containing housing, retail, a neighborhood library, and a community center. Each of the four major components of the project are broken into separate Condominium interests. The Agreement, which specifies the conditions under which the Condominium interests will be conveyed to the City and provides certain environmental contamination protections to the City, also authorizes the City to take ownership of the community center (Condominium Unit 2), upon completion. The community center will provide public recreation opportunities that will supplement the other public benefits derived from the new housing and library being developed on the IDVS 2 site.

Funding for the Community Center includes \$2.1 million from the 1999 Community Centers Levy as well as \$624,000 from three additional City fund sources. The total cost of the Community Center is presently estimated to be \$3,908,784, with SCIDPDA being responsible for arranging for the remainder of the financing. City funds for the community center will be paid to SCIDPDA after monthly construction invoices are submitted and approved by the Parks Department.

Thank you for your consideration of this legislation. Should you have questions, please contact Erin Devoto at 233-7937.

Sincerely,

GREG NICKELS  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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600 Fourth Avenue, 7<sup>th</sup> Floor, Seattle, WA 98104-1873

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**FISCAL NOTE FOR CAPITAL PROJECTS ONLY**

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Parks and Recreation	Erin Devoto, 233-7937	Aaron Bert, 684-5176

**Legislation Title:**

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute a development agreement for the International District/Chinatown Community Center between the City of Seattle and the Seattle Chinatown International District Preservation and Development Authority; and to accept a deed conveying a condominium interest for Unit 2 of the structure described as IDVS 2.

**Summary of the Legislation:**

The proposed legislation authorizes the execution by the Department of Parks and Recreation (DPR) of a development agreement for the International District/Chinatown Community Center between the City of Seattle and the Seattle Chinatown International District Preservation and Development Authority (SCIDPDA). This agreement relates to the development, design, and construction of a new community center as part of the International District Village Square Phase 2 (IDVS2) Project and utilizes funding made available in large part through the 1999 Seattle Center and Community Centers Levy (Proposition 1). The proposed legislation also authorizes the acceptance by DPR of a deed conveying a condominium interest for Unit 2, which will be operated as a community center as part of the IDVS2 Project.

**Background:**

The City of Seattle and SCIDPDA have entered into prior agreements including a Bond Payment Guaranty Agreement, Special Obligation Bonds, 2002 Series A (Housing Facilities) dated December 12, 2002 and a Bond Payment Guaranty Agreement, Special Obligation Bonds, 2002 Series B (Community Facilities) also dated December 12, 2002. The City of Seattle now wishes to enter into an agreement with SCIDPDA to guide the development of the new International District/Chinatown Community Center and provide for its ownership by the City following such development. SCIDPDA has undertaken to develop, design and construct the International District Village Square Phase 2 Project ("Project"), a mixed use project containing (i) a community center ("International District Community Center" or "Community Center"), (ii) low-income family housing, and (iii) certain other community facilities, including parking, a branch public library and other uses. The Community Center (and community facilities) will be developed by SCIDPDA. The Community Center will thereafter be a separate condominium unit owned by the City, by and through Parks. The community facilities will be owned and managed by SCIDPDA. The right and responsibility to develop, own and manage the low-income family housing has been assigned by SCIDPDA to IDVS 2 Family Housing LLC.

In November 1999, City of Seattle voters approved Proposition 1, providing funding for the development and expansion of 11 community centers. Among other things, Proposition 1 made

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\$2,100,000 in funding available for the International District Community Center (CIP Project K73482). This project provides partial funding for a 7,000 square foot community center and 8,000 square foot gym as part of Phase 2 of the Village Square project. Funding is to be provided to SCIDPDA for development of a community center as part of a mixed-use facility. Other components include a neighborhood branch library funded through the "Libraries for All" program (CIP project BLIDL1), 57 units of housing, 75 parking spaces, and retail.

The total City funding available for the Community Center is \$2,508,000 (\$2,724,000 less \$216,000 retained by Parks for project management expenses). The total cost of the Community Center is presently estimated to be \$3,908,784, with SCIDPDA being responsible for arranging for the remainder of the financing. SCIDPDA is relying on numerous outside financial sources to fund the difference of the Community Center including private donations.

The Development Agreement is structured to ensure the final transfer of the Condominium Interest is not executed until all conditions are completed, and each party is satisfied with the outcome. Provisions of the agreement include:

- limiting City funds transferred to SCIDPDA as part of this agreement to the development, design and construction of the Community Center;
- requiring that all contracts relating to the Community Center conform with all state and local laws on competitive bidding, fair contracting and all applicable federal, state and local nondiscrimination requirements;
- requiring SCIDPDA to notify Parks in the event there is any significant risk that there will be a substantial delay of over five working days in the completion of the Community Center as shown in the construction schedule or significant risk of increased costs for the Community Center;
- allowing the City to inspect and audit all pertinent books and records of SCIDPDA, its assignees, its consultants and contractors, any subcontractors, or any other person or entity that performed work in connection with or related to the Project;
- requiring any changes in the approved design or budget of the Community Center be subject to the written approval of the City. The City can withhold its approval of such proposed changes if they would, (i) cause the Community Center to not comply with the City's design program and standards; or (ii) either reduce the agreed scope of the Community Center or require additional City funding for the Community Center;
- requiring SCIDPDA to hire a City-approved commissioning consultant to assist in implementing the Building Commissioning Plan for the Community Center to ensure full compliance with City standards for building commissioning; and
- allowing the City to terminate this Agreement if the Community Center is for whatever reason not finally complete as of June 1, 2005. If the Agreement is terminated, in no event will SCIDPDA be liable for return of the previously advanced funds. Instead, the City shall be entitled to take over in whole or in part management of the Project, including the Community Center in accordance with provisions of the previously signed Series B Bond Agreement. If the City exercises this remedy, SCIDPDA shall pay to the City the amount of any funds that it has raised for construction of the Community Center, which funds have not yet been expended.





Project Name:	Project Location:	Start Date:	End Date:
International District Community Center – Construction (K73482)	Village Square II, 8 <sup>th</sup> Ave. S. & S. Dearborn St.	2 <sup>nd</sup> Qtr 2000	3 <sup>rd</sup> Qtr 2004 (end of closeout phase)

**Note:** The project end date listed above is as of the 1<sup>st</sup> Qtr 2003 Monitoring Report.

- Please check one of the following:

☐ **This legislation does not have any financial implications.** (Stop here and delete the remainder of this document prior to saving and printing.)

☒ **X This legislation has financial implications.** (Please complete the boxes below and all relevant sections that follow.)

**Appropriations (in \$1,000's): Not applicable.**

Fund Name and Number	Department	Budget Control Level*	2003 Appropriation	2004 Anticipated Appropriation
<b>TOTAL</b>				

\* This is line of business for operating budgets, and program or project for capital improvements

**Notes:** Funding for this project has been appropriated in the City's 2002 and 2003 Adopted Budgets. The proposed legislation does not request additional appropriation for the International District/Chinatown Community Center project.

**Anticipated Revenue/Reimbursement (in \$1,000's): Not applicable.**

Fund Name and Number	Department	Revenue Source	2003 Revenue	2004 Revenue
<b>TOTAL</b>				

**Notes:**

**Spending Plan and Future Appropriations for Capital Projects (in \$1,000's):**

Spending Plan and Budget	2002 LTD	2003	2004	2005	2006	2007	2008	Total
Spending Plan	-	-	-	-	-	-	-	-
Current Year Appropriation	-	-	-	-	-	-	-	-
Future Appropriations	-	-	-	-	-	-	-	-

**Key Assumptions:**

The total cost of the Community Center is presently estimated to be \$3,908,784, with SCIDPDA



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Candice Chin  
7/3/03  
IDVS2 Dev. Agreement Fiscal Note  
Version #: 4

being responsible for arranging for the remainder of the financing. Once construction on the Community Center portion begins, DPR will be invoiced by SCIDPDA, on a monthly basis, as the project proceeds.

**Funding source (in \$1,000's): (City's Portion of the Community Center)**

Funding Source	2002 LTD	2003	2004	2005	2006	2007	2008	Total
2000 Parks Levy	250	-	-	-	-	-	-	250
1999 Community Centers Levy Fund	2,100	-	-	-	-	-	-	2,100
Neighborhood Matching Fund	199	-	-	-	-	-	-	199
Community Development Block Grant	-	175	-	-	-	-	-	175
<b>TOTAL</b>	<b>2,549</b>	<b>175</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,706</b>

**Bond Financing Required** (If the project or program requires financing, please list type of financing, amount, interest rate, term and annual debt service or payment amount. Please include issuance costs of 3% in listed amount): **Not applicable.**

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
<b>TOTAL</b>					

**Uses and Sources for Operation and Maintenance Costs for the Project (in \$1,000's):**

O&M	2003	2004	2005	2006	2007	2008	Total
Uses							
Start Up							
On-going	-	90	370	381	392	403	1,636
Sources (itemize)	(see 'Key Assumptions' below)						

**Key Assumptions:**

The amounts shown above are those estimated O&M costs based on the 1999 Seattle Center/Community Centers Levy fiscal note and include funding to operate the gym element which was added after the Levy was approved. These amounts have also been included in subsequent Capital Improvement Programs adopted by the City. Funding sources will need to be identified for O&M as the facility comes on line. Possible options include General Fund support or re-programming savings from reduction in other DPR operations.

**Periodic Major Maintenance costs for the project** (Estimate capital cost of performing periodic maintenance over life of facility. Please identify major work items, frequency): **Not applicable.**

Major Maintenance Item	Frequency	Cost	Likely Funding Source
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<b>TOTAL</b>			

**Funding sources for replacement of project** (Identify possible and/or recommended method of financing the project replacement costs):

Not applicable.

**Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE Impact:** Not applicable.

Position Title*	Part-Time/ Full Time	2003 Positions	2003 FTE	2004 Positions**	2004 FTE**
<b>TOTAL</b>					

- **Fund Name and Number:** \_\_\_\_\_
- **Department:** \_\_\_\_\_

\* List each position separately

\*\* 2004 positions and FTE are total 2004 position changes resulting from this legislation, not incremental changes from 2003.

- **Do positions sunset in the future?** (If yes, identify sunset date):

Not applicable.

- **What is the financial cost of not implementing the legislation:** Success of the project depends on the utilization of all funding sources. The bonds for the project as a whole, have already been issued and if approval to disperse the \$2.7M is withheld, it will put the final completion of the project in jeopardy. If SCIDPDA defaults on its' bond repayment obligation by not completing the project, the City would then be responsible for the total bond issuance of \$10.5M.
- **What are the possible alternatives to the legislation that could achieve the same or similar objectives:** No other alternatives exist that would meet the needs, schedule, and budget constraints of the project. With IDVS2, the City is able to leverage its limited resources with an organization willing to partner with the City to build a much needed recreational facility. In order to meet budget, certain City design standards have been scaled back, to the point where the \$2.7M City investment would not be able to build a comparable freestanding project.
- **Is the legislation subject to public hearing requirements:** (If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)

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Candice Chin  
7/3/03  
IDVS2 Dev. Agreement Fiscal Note  
Version # 4

No.

- Other Issues (including long-term implications of the legislation):  
None.

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STATE OF WASHINGTON - KING COUNTY

--SS.

162348  
City of Seattle, Clerk's Office

No. ORDINANCE TITLE ONLY

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:121248-252 TITLE ONLY

was published on

8/21/2003

*J. S.*

Subscribed and sworn to before me on

8/21/2003

*Helmut P.*

Notary public for the State of Washington,  
residing in Seattle

Affidavit of Publication



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State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on August 11, 2003, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 854-8344.

ORDINANCE NO. 121252

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 121251

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute a development agreement for the International District/Chinatown Community Center between the City of Seattle and the Seattle Chinatown International District Preservation and Development Authority; and to accept a deed conveying a condominium interest for Unit 2 of the structure described as LWS-2.

ORDINANCE NO. 121250

AN ORDINANCE relating to certain United States of America government-owned surplus real property near Smith Cove in the Magnolia area of Seattle; authorizing acquisition of such real property; increasing appropriations from the Shoreline Park Improvement Fund and from the 2000 Parks Levy Fund in the Department of Parks and Recreation's 2003 Budget for the acquisition of such real property and related costs; authorizing entering into an agreement with King County to accept funds for acquisition and development of portions of such real property; and authorizing the subsequent disposal of one parcel of such real property and the deposit of proceeds of sale in the 2000 Parks Levy Fund, all by a three-quarters vote of the City Council.

ORDINANCE NO. 121249

AN ORDINANCE relating to City employment, to be known as the Second Quarter 2003 Salary Ordinance, establishing new titles and/or salaries in various departments; designating a position as exempt from Civil Service status in the office of the Public Safety Civil Service Commission; by a 2/3 vote of the City Council.

ORDINANCE NO. 121248

AN ORDINANCE authorizing the transfer of jurisdiction over real property located at 8th Avenue and Roy Street, in Seattle, from the Department of Parks and Recreation to the City Light Department.

Date of publication in the Seattle Daily Journal of Commerce, August 21, 2003.  
S-211162348

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