

KING COUNTY

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

Signature Report

July 14, 2015

Ordinance 18079

Sponsors Dunn

	Proposed No. 2015-0225.2 Sponsors Dunn
1	AN ORDINANCE relating to the construction of
2	Ravensdale Park Phase 2 in accordance with the ten-year
3	use agreement with the Ravensdale Park Foundation
4	authorized by Ordinance 17759, authorizing the King
5	County executive to amend the use agreement to jointly
6	address additional project expansion costs with the
7	Ravensdale Park Foundation.
8	STATEMENT OF FACTS:
9	1. In 2014, in accordance with Ordinance 17759, King County and the
10	Ravensdale Park Foundation, a Washington state nonprofit corporation,
11	entered into a ten-year use agreement for the continued use of Phase 1
12	improvements, as well as, the planning, design, permitting and
13	construction of Phase 2 improvements at King County's Ravensdale park
14	2. Phase 2 improvements include two multiuse synthetic ballfields for
15	soccer, baseball, lacrosse and football; a new restroom and concession
16	building, parking for more than one hundred fifty cars, and all related
17	infrastructure. The total market cost of the project is approximately six
12	million dollars

3. King County and Ravensdale Park Foundation now wish to amend the
2014 use agreement to provide for construction of additional
improvements at King County's Ravensdale park. This includes
construction of a larger stormwater treatment system with a one-hundred-
year specification, as opposed to a fifty-year system. The enhanced
treatment system costs an additional two hundred forty-eight thousand two
hundred thirty-six dollars. In addition, Ravensdale Park Foundation will
provide concrete and related improvements to landscaping areas in the
original portions of the park in the amount of eight thousand seven
hundred eighty-eight dollars. The total cost for the scope expansion and
related change orders with sales tax equals two hundred seventy-nine
thousand one hundred twenty-eight dollars.

- 4. In accordance with Ordinance 17941, Section 129, Proviso P7, the parks and recreation division of the department of natural resources and parks and the Ravensdale Park Foundation have negotiated a mutually agreed upon amendment to the 2014 use agreement to provide for construction of additional improvements.
- 5. The proposed solution includes three components:
- a. King County will provide two hundred seventy-nine thousand one hundred twenty-eight dollars for the expanded project scope. One hundred ninety-nine thousand one hundred twenty-eight dollars will be provided as a new community partnerships and grants program grant. The remaining eighty thousand dollars will be provided in the form of a waiver

42		of the Ravensdale Park Foundation's annual use fee for the first year of
43		use, after May 20, 2015;
44		b. The Ravensdale Park Foundation will raise additional funds to cover
45		any additional project additions and cost increases as required by the
46		existing agreement; and
47		c. In addition, once the fee waiver for the first year is complete, the
48		Ravensdale Park Foundation's annual use fee will increase from eighty
49		thousand dollars to ninety-six thousand dollars in exchange for an
50		additional one thousand hours of annual community use of the facility.
51		The exchange will assist the foundation with community fundraising
52		efforts.
53		6. The ten-year use agreement must be amended to incorporate these
54		changes to the contract terms.
55		BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:
56		SECTION 1. The King County executive is hereby authorized to execute an
57	amend	lment to the use agreement with the Ravensdale Park Foundation, substantially in

- 58 the form of Attachment A to this ordinance. The executive may execute such other
- documents that are necessary or convenient to carry out the purposes of this ordinance.

60

Ordinance 18079 was introduced on 6/15/2015 and passed by the Metropolitan King County Council on 7/13/2015, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove

No: 0

Excused: 1 - Ms. Hague

KING COUNTY COUNCIL KING COUNTY, WASHINGTON

Larry Phillips, Chair

ATTEST:

Quevos

Anne Noris, Clerk of the Council

APPROVED this B day of ULY , 2015.

Dow Constantine, County Executive

Attachments: A. First Amendment to the Use Agreement with the Ravensdale Park Foundation for the Ravensdale Park Phase 2 Project, dated June 24, 2015

Attachment A

FIRST AMENDMENT TO THE USE AGREEMENT WITH THE RAVENSDALE PARK FOUNDATION FOR THE RAVENSDALE PARK PHASE 2 PROJECT

RECITALS

A. The Parks and Recreation Division of the King County Department of Natural Resources and Parks, (hereinafter "Parks" or "Division") and the Ravensdale Park Foundation (hereinafter "RPF"), a not-for-profit, tax-exempt 501(c)(3) corporation organized under the laws of the State of Washington entered into a Community Partnerships and Grant Program ("CPG") Agreement with an effective date of April 23,2014 ("the Agreement"), for the continued use of Phase 1 improvements and the planning, design, and construction of Phase 2 improvements ("Facility") at Ravensdale Park ("Site").

B. .

- C. The County and RPF have agreed to amend the Agreement to include additional improvements to the Facility beyond those agreed to in the Agreement at an estimated cost of \$440,000. RPF agrees to assume responsibility to construct these additional improvements and King County agrees to contribute a total two hundred seventy-nine thousand and one hundred and twenty eight dollars (\$279,128) toward the cost of these additional improvements. The County will pay RPF, one hundred ninety-nine thousand one hundred twenty-eight dollars (\$199,128) in CPG Grant funding and grant RPF eighty thousand dollars (\$80,000) in annual use fee waivers.
- D. RPF acknowledges that it has received, to date, Four Million Dollars for the construction of the Phase 2 improvements, consisting of a CPG grant from the County of two million dollars (\$2,000,000), the total amount Parks was obligated under the Agreement to contribute to Phase 2 improvements and another two million dollars (\$2,000,000) from the City of Maple Valley pursuant to an interlocal agreement between the City of Maple Valley and the County, which is Exhibit E to the Agreement.
- E. The Parties agree that substantial completion of the Phase 2 Improvements occurred as of February 28, 2015.

NOW, THEREFORE, King County and RPF agree to amend the Agreement by this First Amendment as follows:

- 1. The recitals in this First Amendment are incorporated as terms of the Agreement by this reference.
- 2. The sentence after the word "<u>TERM</u>" in Section 2.2 of the Agreement is deleted and replaced by the following:

"The term of this Agreement shall begin on the Effective Date of the Agreement and shall be comprised of a construction term and a use term. The construction term shall end once all improvements to the Facility contemplated by the Agreement and the First Amendment are substantially complete as determined by Parks, in accordance with Section 2.11 The use term ("Term") shall as of the substantial completion date of February 28, 2015 and shall expire ten (10) years from that date."

- 3. Section 2.3 of the Agreement is deleted and replaced by the following:
 - "2.3 RPF agrees to assume responsibility for design, permitting, and construction of the Facility on the Site consistent with the terms and conditions set forth in the Agreement and the First Amendment. The Facility will include two multi-use synthetic ballfields, parking, restroom, maintenance building, an enhanced 100-year capacity stormwater treatment system, landscaping and related infrastructure, and additional improvements to the Site, all as set forth in Exhibit A to this Agreement, as amended by the First Amendment."
- 4. Section 2.7 of the Agreement is deleted and replaced by the following:
 - "2.7 Parks will provide a total of **Two Million One Hundred Ninety-Nine Thousand One Hundred Twenty-Eight Dollars** towards the capital cost to construct the Facility or the Site consistent with the terms and conditions set forth in the Agreement and the First Amendment to be disbursed in accordance with the Grant Award Matrix (Exhibit D). The County may in its sole discretion accelerate the payment schedule in support of the project, and make appropriate deductions to cover interest or other expenses incurred related to accelerating payments to RPF. Further, Parks will make available for the cost of constructing the Phase 2 Improvements all additional funds provided by the City, anticipated to total Two Million Dollars, consistent with the Interlocal Agreement (Exhibit E).
 - A. RPF will be solely responsible to secure and provide all other funding needed to design and construct the Facility or the Site consistent with the terms and conditions set forth in the Agreement and the First Amendment. The present total estimated market cost to design, permit, and construct the Facility and other Site improvements consistent with the terms and conditions set forth in the Agreement and the First Amendment is Six Million Four-hundred and Forty Thousand Dollars (\$6,440,000). Although RPF may apply for additional Community Partnerships and Grants ("CPG") or Youth Sports Facility Grants ("YSFG"), Parks is under no obligation, directly or indirectly, to pay for any labor, material, or improvement associated with the Site or the Phase 2 Improvements in excess of the Two Million One Hundred Ninety-Nine Thousand One Hundred Twenty-Eight Dollars capital grant outlined above. RPF will, upon request, inform any inquiring person or entity that Parks has no

further financial obligations associated with the construction of the Site or the Phase 2 Improvements.

- B. In the first year of the Termpublic youth ballfield users represented by RPF shall have first priority public use scheduling at the Facility up to five thousand (5,000) peak hours. For years two through ten of the Term, public youth ballfield users represented by RPF shall have first priority public use scheduling at the Facility up to five thousand five hundred (5,500) peak hours per year. PROVIDED that RPF acknowledges and agrees that City-contracted and/or City-operated programs shall also receive first priority public use scheduling at the Facility up to one thousand (1,000) peak hours per year during the Term, pursuant to the terms and conditions set forth in Exhibit E attached hereto, and PROVIDED FURTHER that RPF agrees to work in good faith with the City to schedule each party's allocation of priority hours at Ravensdale Park. RPF may utilize the balance of unused City priority hours, if any, consistent with the terms and conditions established in this Section and Section 4.3. The priority use hours may be used at any of the four fields. Peak field hours are defined as 5:00 p.m. 10:00 p.m. on weekends.
- C. For the use of the Facility in the first year of the Term, RPF will pay King County nothing for the first 5,000 priority hours it schedules. For the use of the Facility, years two through ten of the Term, RPF will pay King County a guaranteed annual field rental fee of Eighty-eight Thousand Dollars per year for RPF's first five thousand five hundred (5,500) scheduled priority hours of use. During the Term, RPF will pay King County Sixteen Dollars for each unused City priority hour that RPF utilizes. During the Term, RPF will pay King County for every hour of use beyond RPF's priority hours and those unused City hours that RPF utilizes, King County's standard hourly rate for Facility use."
- 6. Exhibit A to the Agreement is supplemented by the attachments to this First Amendment, which consists of Exhibits A-1 through A-15.

Except as amended by this First Amendment, all other terms and conditions of the Agreement remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties hereto ha Ravensdale Park Foundation	ve executed this Amendment. King County
Ву	By
TITLE	TITLE
Date	Date

Ravensdale Scope Adds / Change Orders

Adds related to enhanced treatment system		248,236
Additional improvements to existing park area per request of King County		8,788
	Subtotal	257,024
King County Per Proposed Amendment	Plus Sales Tax \$	279,128

Adds to original project design / scope	123,225
Additional electrical wire & conduit do to error on the scale of drawings.	43,250
RPF Contingency and Additional Fundraising	\$ 166,475

ITEM DESCRIPTION	DATE SUBMITTED	COST
County Permit Revisions per 4/9/14 Civil Revisions	5 /0 /304 4	11112
Add Culvert & Ditch at Kent-Kangley Road	5/9/2014	14,113
Add 1-1/2" Overlay at Kent-Kangley Road	5/9/2014	45,529
Add 4" Concrete Sidewalk & Curb at Entry Drive	5/9/2014	20,354
Add CBs, Storm Drain, and Bio-swale	5/9/2014	33,693
Add Pre-settlement Vault	5/9/2014	96,427
Add Flow Spreader	5/9/2014	6,536
Backhoe, Operator, & Water Truck for Percolation Test - REVISED	8/15/2014	1,892
Removable Baffle and Grating at Pre-settlement Vault - MATERIAL ONLY	9/8/2014	22,482
Added Cost for 18" N-12 Pipe from South Field to North Field	9/8/2014	5,949
Added Engineering for Contech Structures Revisions	9/18/2014	1,261
Sub total enhanced treatment system adds		\$ 248,236
Extra Concrete at Path and Bleachers at Phase I per request by King County	9/23/2014	8,000
Remove For Additional Trees at NE Corner of Parking Lot - per request by King County	8/15/2014	788
Improvements to current part of park per request of King County.		\$ 8,788
Added boys and girls Lacrosse lines and tick marks to both fields	8/10/2014	23,400
Added 256 LF of 16' High Netting	8/15/2014	9,814
Changes at Practice Area	8/18/2014	7,462
Added Cost for Revised Dugout Column Baseplates	8/19/2014	1,252
Clear Area for PSE Pad/Excavate for Transformer Vault - REVISED	9/8/2014	17,464
Added 4" Conduit for Data/WIFI	9/8/2014	2,664
Added Plumbing Work at CXT Building	9/15/2014	12,149
Hand Dig to Expose Existing Phase I Feeders for Potelco	9/18/2014	366
Added railing to Plaza	10/1/2014	15,000
Maintenance add - asphalt to access to North field	3/23/2015	15,226
Maintenance add - asphalt to access South field	3/23/2015	18,428
Sub Total adds to project design / scope		\$ 123,225
Additional electrical wire do to error on the scale of drawings.	7/23/2014	\$ 43,250

CONCRETE SIDEWALK DETAIL IN PARKING LOT conform to ICTRS, which includes the execution TOUTFALL TO \$TREAU DUNI regards of New County's, examplificat private draphage systems shad not have the Visy. STANDARD PLAN NOTES economy to the King County Dealerment of rig Review Chapites, Sprine elements in the Any variances from perpand standards is no construction. \$, 1-1/4 CANAGE STRANDS STEE COTAL \$ 124, Carlotte Strands Strands Strands Strands Stee Cotal \$ 124, Carlotte Strands Strand RAVENSDALE PARK FOUNDATION PHASE 2 SW 1/4, SE 1/4, SECTION 25, TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M. RAVENSDALE, WASHINGTON MANAGE WAS GRANDED TO THE COMPANY OF PARKING LOT SECTION S. rules contact the sold test come? S. rules are standard at the sold S. rules are sold to the sold test of Any damage shall be repaired immediately CONTRACT OF MARKET BARRY OF THE STATE OF THE FIGURE D.J S.D. SEDIMENT FOND RISER DETAIL FIGURE DUAL INTERCEPTOR DIKE FIGURE DALLA SILT FENCE MOLDDAR ORLDON NOR ALEAN MED WE SHELD ALLAN State in the second TOTAL CATCH MANY FIGURE DJAA STABULZED CONSTRUCTION ENTRANCE FIGURE D.3.5.E. FILTER FABRIC FIGURE DALKE SEDIMENT POND CROSS SECTION ITGURE DJ.S.F CATCH BASIN INSERT FIGURE DJEB REDIMENT POND PLAN VIEW PROTECTRON WINE STREET/SELECTOR CYA 244 AGC SVIPTIG 140NC'S LINE AND LINE ST. II. TOWARD COUNTY BY AND STANDARY OF THE STANDARY RAVENSDALE PARK FIELD RENOVATIONS PHASE 2 27305 272ND AVE SE RAVENSDALE, WA 98058 ENGINEERS - SURVEYORS NOTES AND DETAILS ASTSIDE CONSULTANTS, INC. 67081 S-A fididx3























