

**A M E N D E D**

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF PUYALLUP  
AND STEP BY STEP, FOR THE  
GERMAINE KORUM CENTER FOR WOMEN AND CHILDREN**

**I. PREAMBLE**

THIS DEVELOPMENT AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Puyallup (“City”) and Step by Step Family Support Center (“Step by Step”), **DBA Farm 12.**

**II. RECITALS**

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and an entity having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Development Agreement by and between the City and Step by Step (hereinafter the “Agreement”), relates to the development known as the Germaine Korum Center for Women and Children, which is located at: 703 33rd St SE, Puyallup; and

WHEREAS, a development agreement must be approved by ordinance or resolution after a public hearing (RCW 36.70B.200); and

WHEREAS, a public hearing for this Agreement was held on August 22, 2017, and the City Council approved this Agreement on August 22, 2017;

NOW THEREFORE, in consideration of the mutual promises set forth here, the Parties hereto agree as follows:

### III. AGREEMENT

**Section 1. The Subject Property.** The Subject Property, previously a small portion of the Van Lierop Bulb Farm, was acquired by Step by Step from the City. It consists of approximately six acres spanning two parcels: Pierce County parcel numbers 0420253070 and 0420253071, which are legally described in Exhibit A (East Property).

**Section 2. The Project.** Step by Step is a Washington State 501(c)3 non-profit that provides maternity support services and infant case management to at-risk pregnant women. Its mission is to transform the lives of at-risk pregnant women so they will deliver a healthy baby, embrace positive parenting, and establish a safe home. The purpose of this Project is to redevelop and establish appropriate uses for the Subject Property to accomplish community service objectives, create job opportunities and generate ongoing revenue to fund onsite programs to further this mission. A depiction of the proposed redevelopment is attached

**Section 3. Exhibits.** Exhibits to this Agreement are as follows:

- a) Exhibit A – Legal description of the Subject Property
- b) Exhibit B – Map showing Proposed Redevelopments.

There are two Exhibit B attachments; please distinguish (add Exhibit C, if necessary) [Planning comment, DA Draft, page 2]

**Section 4. Project is a Private Undertaking.** It is agreed among the Parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Correct to 10 [Planning comment, DA Draft, page 2]

**Section 5. Effective Date and Term.** This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and execution by both Parties, and shall continue in effect for a period of Ten (15) years.

**Section 6. Terms.** The Subject Property is vested to the following development terms:

A. Lot Status

The Subject Property consists of five legal lots that for the purposes of development under City code may be developed consistent with this Agreement.

Correct to two legal lots [Planning comment, DA Draft, page 2]

B. Uses

- Retail
- Group Events
- Agricultural Use and Support
- Dine – in Restaurant
- Bed and Breakfast

Only two lots provided in Exhibit A and B. [DA; Page 2]

Community Facility  
Commercial Use, General  
Day Care Center (Early Learning Childcare)  
Limited Manufacturing/Light Industrial Use  
Mixed-Use Development

This may need to be corrected to Exhibit C [Planning comment, DA Draft, page 3]

Existing and proposed building square footages shall be included, in section C or a new section. [Planning comment, DA Draft, page 3]

C. Building Activities

The structures as depicted on the Map Showing the Proposed Redevelopment, Exhibit B, have the following activities:

- 1) Common Building (Farm 12 Restaurant and Events Center)
  - i. Possible Activities: Café, coffee shop, banquets, weddings, catering, baking, cooking instruction, meals-to-go preparation, auctions, social events and training and education.
- 2) Gateway Building (FIKA)
  - i. Possible Activities: Bakery, Coffee shop, operations offices; retail sales of agricultural products, packages meals and sale of products assembled on-site; possible bicycle rentals, buying/sales training, event receptions, staging for community tours.
- 3) Festival Building
  - i. Possible Activities: Open air group events, wine tasting, outdoor event staging, Organizational Office Operations and Internal Training.
- 4) East House
  - i. Possible Activities: Residence, B & B Lodging, Daycare.
- 5) West House
  - i. Current Activities: Organizational Office Operations, Internal training Bar/waiting area for the Farm12 Restaurant, Retail and Gifts
- 6) Auxiliary Building
  - i. Possible Activities: Tractors and Equipment Repair, Auto Repair, Product Packaging, Product Fabrication and Assembly, Shipping and Receiving, Early Learning
- 7) Greenhouse I and Greenhouse II
  - i. Greenhouse I, Cultivation of flowers, Cultivation of vegetables,
  - ii. Greenhouse II, Cultivation of flowers, Cultivation of vegetables, and temporary use based events of not more than 300 persons.

D. Traffic

Based on prior use, the subject property is vested with 142 PM peak trips.

Add item 8) 2000 sf tractor storage Option #1, as shown on site plan. [Planning comment, DA Draft, page 2]

Need analysis of new uses and their traffic generation, and how this relates to the previously vested trip amount. [Planning comment, DA Draft, page 3]

Provide required parking count based on new uses proposed and max parking being proposed now. [Planning comment, DA Draft, page 4]

This may need to be corrected to Exhibit C. [Planning comment, DA Draft, page 4]

E. Parking

Parking for the Commons Building and the Gateway Building as depicted in Exhibit B is 85 stalls. Total off street parking will be reduced from a total of 251 (as required by PMC 20.55.010) to a maximum of 119 required off-street stalls

Provide numerical setback, if deviating from required 25 foot setback along street frontages. [Planning comment, DA Draft, page 4]

Setbacks

Setbacks are established based on the structures as identified in Exhibit B that are located closest to the property line or as established by code, whichever is less. Parking, signage, landscaping, play structures and other similar features may be placed in the setbacks.

provided the improvements do not create a sight distance or other public safety concern. [DA; Page 4]

G. Impervious Surface

- 1) East Property: Based on the current and proposed uses and subsequent parking requirement as depicted in Exhibit D.
- 2) West Property: the impervious surface limit is established at 60%.

What is Exhibit D? This needs to be provided to show compliance with 60% impervious. [Planning comment, DA Draft, page 4]

These property names are not defined. Use parcel numbers or otherwise define East and West. [Planning comment, DA Draft, page 4]

Sanitary Sewer

An onsite sanitary system will be installed, which may consist of a septic tank in conjunction with a pumping service in lieu of an engineered system with Step by Step will connect with Sanitary Sewer when available within the Property, and the existing septic system is in need of enlargement or repair (PMC 14.08.070(3)). The Subject Property is currently connected to public Sanitary Sewer service.

spelling. [DA; Page 4]

Provide clarification on the nature of connection. [Planning comment, DA Draft, page 4]

Exhibit D not provided. [DA; Page 4]

The 1st sentence is no longer relevant. Provide language that the property will complete the public sewer main installation in accordance with the approved plans associated with Permit E21-0066. [DA; Page 4]

Required Type

The Parking Lot shall conform to minimum island size requirements (as outlined in section 14.4 of the VMS), but will not need to conform to the 'no more than 8 parking stalls in a row' standard. A maximum of 10 (10) consecutive stalls will be allowed through the Development Agreement, consistent with the submitted site plan.

J. Perimeter Landscape Buffer

The landscape buffer to the North and East adjacent to City property is 12ft. The remaining required landscape buffer would be the full depth of the setback, or 12 ft, whichever is less.

K. Phasing/Continued Use

Step by Step intends to phase redevelopment and will continue to use the Subject Property during each phase. To accommodate a phased approach, parking standards and other site improvements will only be required for those structures and portions of the Subject Property being redeveloped during each phase.

Site access regarding fire access, site development standards regarding fire flow, development standards, and fire hydrants; construction must coincide with project development phases as determined by the Building and/or Fire Code Official to maintain building and fire code compliance.

Will conversion of barns from one story to two story exceed the ARO max height of 40 feet? If so, add new section on height here. [Planning comment, DA Draft, page 4]

1) The following is a proposed phasing schedule, subject to change.

Phase	Activities	Estimated Dates
Phase 1	Commons Building Renovation (Farm 12) Gateway Building Renovation (FIKA) Site Parking and Utility Infrastructure Storm Water Management System Landscaping and hardscaping at South portion of site and perimeter. Greenhouse 1	2017-2018 <b>Completed</b>
Phase 2	Greenhouse 2	<b>2023</b>
Phase 3	Festival Building Renovations Landscaping and hardscaping at center portion of site. Amphitheater	<b>2024-2025</b>
Phase 4	West House Improvements	<b>2025</b>
Phase 5	Auxiliary Building: <b>Early Learning Childcare</b> Landscaping and hardscaping at North portion of site.	<b>2024-2025</b>
Phase 7	<b>Renovation of East House</b>	<b>2029</b>

Provide a mutually agreed deadline to complete the public sewer main installation in accordance with the approved plans associated with Permit E21-0066. [DA; Page 5]

Phase 3

Should this be Phase 6? Or is there a different Phase 6 that is missing? [Planning comment, DA Draft, page 5]

Briefly list the intent of these renovations, consistent with Section 6.C.4. [Planning comment, DA Draft, page 5]

Pole signs are not permitted in the ARO zone; DA should define max height and area if a pole sign is being proposed. Otherwise it is assumed that all signage will comply with ARO zone allowances. [Planning comment, DA Draft, page 5]

Signs

- 1) Project is allowed a minimum of one freestanding sign (monument, pole or as agreed to by the Parties) per entrance to the Subject Property.

Occupancy Approvals

Occupancies approval require permit application, review fees, issuance and the issuance of a certificate of occupancy prior to occupancy or use; except as existing occupancy approvals provide. Approvals identified in this agreement are limited to the use category for land use and as outlined in this Development Agreement; where the City and State building codes regulate occupancy approval.

William Pipeline

Coordinate and comply with William Pipeline Easement requirements and other potential easement restrictions.

Please clarify this request. Is this meaning frontage improvements, or any/all off-site improvements if required? What improvements could this include: traffic, storm, etc.? [Planning comment, DA Draft, page 6]

**O. Off Site Improvements**

The developments on this property are exempt from the regulations which may require off site improvements.

Add: "unless other county, state or federal laws preempt or otherwise preclude the City's authority to vest regulations. [DA; Page 6]

**Section 7. Vested Rights.** Step by Step is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement. Notwithstanding the forgoing and pursuant to RCW 36.70B.170(4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

**Section 8. Modifications.** Modifications identified herein and other modifications approved by the City Community Development Director and Step by Step and shall not require an amendment to this Agreement.

This is a AHJ determination and should be removed. [BLDG comment, DA permitted Draft, Pg 6] City Code may be made by the City's

Revise to "Development and Permitting Services Director" [Planning comment, DA Draft, page 6]

**Section 9. Failure to Commence or Cessation of Development.** In the event of causes beyond Step by Step's control or other circumstances that result in a failure to commence construction or cessation of development in compliance with this Agreement, Step by Step shall surrender the Agreement and the Subject Property shall thereafter develop under the base zoning and regulations in effect prior to the Agreement's approval. (See PMC 1.15.060(9))

**IV. GENERAL PROVISIONS**

**Section 1. Assignment of Interests, Rights, and Obligations.** This Agreement shall be binding and inure to the benefit of the Parties. No Party may assign its rights under this Agreement without the written consent of the other Party, which consent shall not unreasonably be withheld.

**Section 2. Incorporation of Recitals.** The Recitals contained in this Agreement, and the Preamble paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

**Section 3. Severability.** The provisions of this Agreement are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this Agreement, or the validity of its application to other persons or circumstances.

Staff cannot agree to this provision. Offsite improvements are for the benefit of public safety and welfare and cannot be waived en masse. Prior to issuance of a certificate of occupancy for the development, the Owner shall construct half-street improvements along the 33rd St SE and 8th Ave SE frontages of the property, including curb, gutter, sidewalk, stormwater conveyance, street lighting, and landscaping. [DA; Page 6]

**Section 4. Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

**Section 5. Attorneys' Fees.** In the event of any litigation or dispute resolution process between the Parties regarding an alleged breach of this Agreement, neither Party shall be entitled to any award of attorneys' fees.

**Section 6. No Third-Party Beneficiaries.** This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a signatory to this Agreement shall have any third-party beneficiary or other rights whatsoever under this Agreement. No other person or entity not a Party to this Agreement may enforce the terms and provisions of this Agreement.

**Section 7. Integration.** This Agreement and its exhibits represent the entire agreement of the Parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

**Section 8. Authority.** The Parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement. All persons are executing this Agreement in their representative capacities and represent and warrant that they have full power and authority to bind their respective organizations.

**Section 9. Covenants Running with the Land.** The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties.

**Section 10. Amendment to Agreement.** This Agreement may be amended by mutual consent of all of the Parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200).

**Section 11. Police Power.** Nothing in this Agreement shall be construed to diminish, restrict or limit the police powers of the City granted by the Washington State Constitution or by general law.

**Section 12. Recording.** Step by Step shall record an executed copy of this Agreement with Pierce County, pursuant to RCW 36.70B.190, no later than fourteen (14) days after the Effective Date.

**Section 13. Unaddressed Issues.** All issues or matters not addressed by this Agreement shall be determined and interpreted consistent with City code and other applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

STEP BY STEP

CITY OF PUYALLUP

Add-"To the extent this Agreement does not establish or define development regulations or standards covering a certain subject, element or condition, the development shall be governed by the City Development Standards."  
[DA; Page 7] 7







Exhibit A  
Subject Property Description

Parcel 0420253070

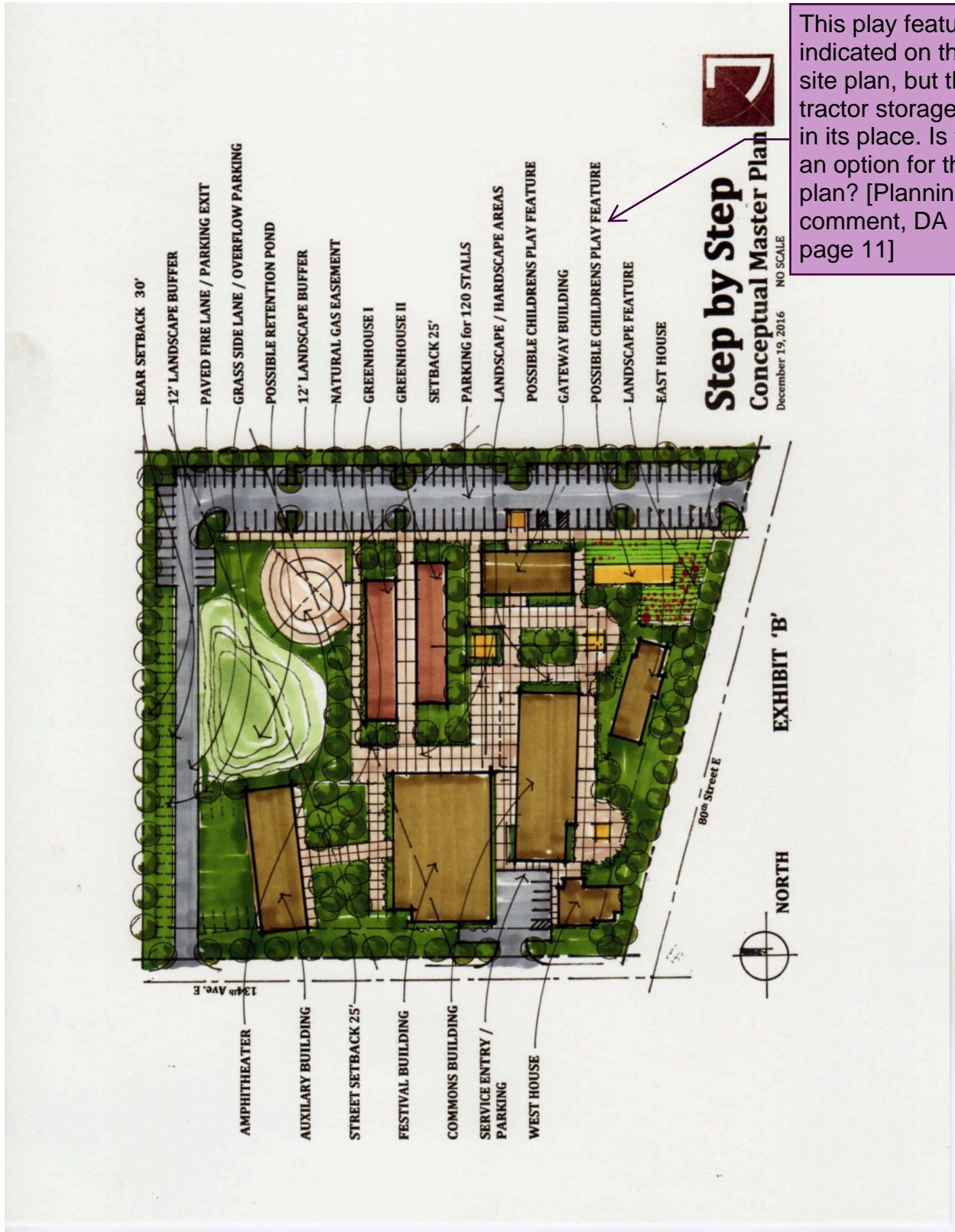
Section 25 Township 20 Range 04 Quarter 33 SEG FOR TAX PURPOSES ONLY CANNOT BE SOLD OR SUBD WITHOUT PARCEL 3-071 POR OF FOLL DESC PROP LY IN VALLEY WATER DIST L 2 OF BLR 2015-12-24-5001 DESC AS POR OF W 1/3RD OF S 1/2 OF SW COM INTER OF E LI OF SD W 1/3RD OF S 1/2 & N MARG OF 80TH ST E TH N 88 DEG 40 DEG 46 SEC W 49.23 FT ALG SAID N MARG TO AN ANGLE POINT TH N 74 DEG 06 DEG 46 SEC W 333.37 FT ALG SAID N MARG TO POB TH N 607.11 FT TH N 88 DEG 23 DEG 27 SEC W 501.42 FT TO THE E MARG OF 134TH AV E TH S 478.99 FT ALG SD E MARG TO SD N MARG TH S 74 DEG 06 DEG 46 SEC E 519.41 FT ALG SD N MARG TO THE POB EASE OF RECORD OUT OF 3-045, 3-054 & 3-701 SEG 2016-0311 BB 3/24/16 BB

Parcel 0420253071

Section 25 Township 20 Range 04 Quarter 33 SEG FOR TAX PURPOSES ONLY CANNOT BE SOLD OR SUBD WITHOUT PARCEL 3-070 L 2 OF BLR 2015-12-24-5001 DESC AS POR OF W 1/3RD OF S 1/2 OF SW COM INTER OF E LI OF SD W 1/3RD OF S 1/2 & N MARG OF 80TH ST E TH N 88 DEG 40 DEG 46 SEC W 49.23 FT ALG SAID N MARG TO AN ANGLE POINT TH N 74 DEG 06 DEG 46 SEC W 333.37 FT ALG SAID N MARG TO POB TH N 607.11 FT TH N 88 DEG 23 DEG 27 SEC W 501.42 FT TO THE E MARG OF 134TH AV E TH S 478.99 FT ALG SD E MARG TO SD N MARG TH S 74 DEG 06 DEG 46 SEC E 519.41 FT ALG SD N MARG TO THE POB EASE OF RECORD OUT OF 3-700 SEG 2016- 0311 BB 3/24/16 BB

If this Exhibit is being retained, rename to: Original DA Site Plan (date) [Planning comment, DA Draft, page 11]

Exhibit B  
Map showing Proposed Redevelopment.

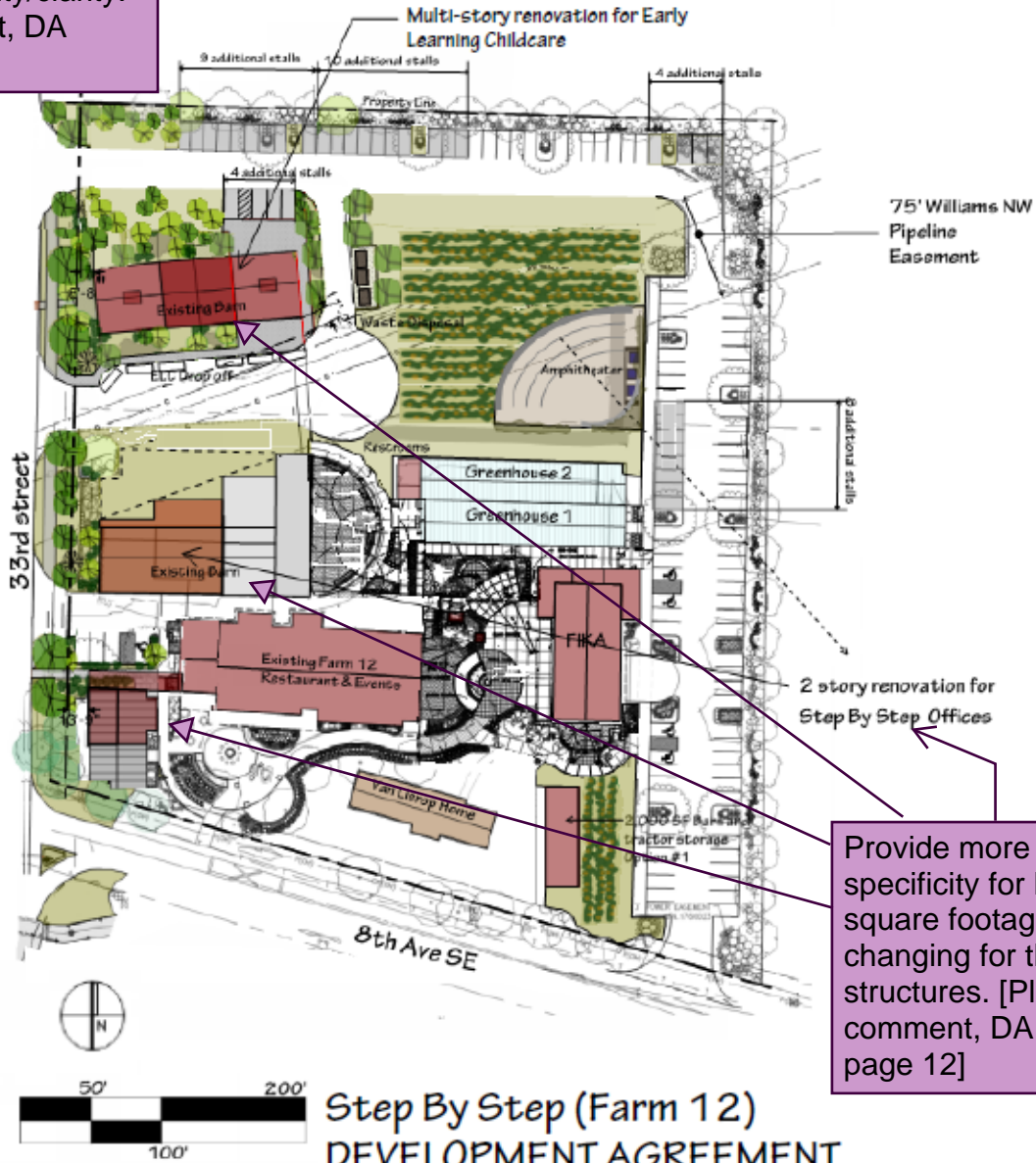


This play feature is not indicated on the other site plan, but there is a tractor storage option 1 in its place. Is this still an option for the site plan? [Planning comment, DA Draft, page 11]

Amend this site plan figure to use naming and labels consistent with Section C. For example, the auxiliary building and festival building are shown as barns here. The document and both site plans should use the same naming for continuity/clarity. [Planning comment, DA Draft, page 12]

If keeping the previous site plan (Exhibit B), rename to: Exhibit C, Updated DA Site Plan (date) [Planning comment, DA Draft, page 12]

Exhibit B (MODIFIED Dated 03.17.23)  
Map showing Proposed Redevelopment.



Provide more specificity for how the square footages are changing for these structures. [Planning comment, DA Draft, page 12]

Please provide a scalable full-size drawing of the development. [DA; Page 12]

Jeff Brown Architecture

