

AGENDA

**REGULAR MEETING
DES MOINES CITY COUNCIL**

February 9, 2012 - 7:30 p.m.

CALL TO ORDER - Mayor

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC:

At this time the audience is invited to comment on any topic to bring it to Council's attention. Please sign in prior to the meeting and limit comments to three minutes or less.

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

Valley Cities Counseling & Consultation – Kandiss Torza

CONSENT CALENDAR

Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes of January 12 and 26, 2012 City Council meetings

Item 2: Approval of Vouchers

Motion is to approve for payment those vouchers and payroll transfers included in the above list and further described as follows:

Claim checks \$

Payroll fund transfers in the total amount of \$

Total certified Wire Transfers, Voids, A/P & Payroll vouchers are \$

Item 3: Regional Affordable Housing Program (RAHP)

Motion is to approve the Interlocal Cooperation Agreement for the Regional Affordable Housing Program (RAHP) and authorize the City Manager to sign the agreement substantially in the form as submitted.

Item 4: Rotary Wine Festival Parking Resolution and Agreement

Motion is to adopt Draft Resolution No. 12-012, authorizing the use of the marina parking lot by the Rotary Club of Des Moines' Eighth Annual Poverty Bay Wine Festival event, taking place from March 2 through March 4, 2012; and, to direct the City Manager to execute the

Agreement between the City of Des Moines and the Rotary Club of Des Moines for the 2012 Poverty Bay Wine Festival, substantially in the form as attached.

OLD BUSINESS

1. Acceptance of SR 509 Right-Of-Way Transfer – Segment 1 (South 216th Street to South 220th Street) (1) accept Segment 1 Transfer and (2) Approve Task Order Assignment to provide preliminary engineering and right-of-way support services on Segment 2

Staff Presentation: Senior Planner Jason Sullivan

NEW BUSINESS

1. Draft Ordinance No. 11-110 Complete Streets Ordinance

Staff Presentation: Associate Transportation Engineer Brandon Carver

NEXT MEETING DATE – February 23, 2012, Regular City Council meeting

ADJOURNMENT

AGENDA

**REGULAR MEETING
DES MOINES CITY COUNCIL**

January 12, 2012 - 7:30 p.m.

CALL TO ORDER - Mayor Kaplan called the meeting to order at 7:30 p.m.

PLEDGE OF ALLEGIANCE – The flag salute was let by Councilmember Sheckler

ROLL CALL

Present were Mayor Dave Kaplan; Mayor Pro-Tem Matt Pina; Councilmembers Dan Caldwell, Melissa Musser, Jeanette Burrage, Bob Sheckler and Carmen Scott.

Staff present were City Manager Tony Piasecki; City Attorney Pat Bosmans; Assistant City Manager Lorri Ericson; Assistant City Attorney Tim George; Planning Building and Public Works Director Grant Fredricks; Harbormaster Joe Dusenbury; Parks Recreation and Senior Services Director Patrice Thorell; Assistant Director of Transportation and Engineering Dan Brewer; Planning Manager Denise Lathrop; Development Services Manager Robert Ruth; Senior Planner Jason Sullivan; Land Use Planner Laura Techico; CIP Project Manager Scott Romano; City Clerk Sandy Paul

COMMENTS FROM THE PUBLIC:

Alex White, 27013 Pacific Highway South, #428, asked to have his commercial property at 23740 7th Avenue South, Buildings A and B, directly across from the Landmark Events Center, zoned as a residential use.

The City Council directed staff to review the options available at this property which was once the Zenith Store.

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

Councilmember Scott

- The sailboat race last Saturday was beautiful with approximately 70 boats sailing
- Arts Commission meetings will be on the second Wednesdays of the month at 4:00 p.m. at the Senior Activities Center. Nancy Stefan is chair.
- A work party will take place at Sonju park on Monday January 16 at 9:00 a.m.

Mayor Pro-Tem Pina

- Attended North Hill Community Club meeting on Tuesday with Councilmember Burrage
- The Suburban Cities Public Issues Committee (PIC) met Wednesday. Nita Gregerson of SeaTac is the new chair.

Councilmember Musser

- Attended Highline Community Coalition last Saturday with Mayor Pro-Tem Pina
- HEAL Grant Summit has been rescheduled to March 15, 2012 at Mt. Rainier High School

Councilmember Caldwell

- Reported he was selected to serve on the Senior Center Committee.
- Commented on the lengths staff went to ensure he had an adequate hearing device to block background noise from the meetings

PRESIDING OFFICER'S REPORT

- Committee assignments are made. Some regional board assignments are yet to be filled.
- Urged the Council to speak directly into the microphones and to minimize background noise and to maximize the ability of all to hear better.

ADMINISTRATION REPORTS

- City Manager Piasecki reported the Mayor added a discussion about uses for one-time revenues to the Saturday Retreat
- Planning Agency Chair Shan Hoel provided an updated status of the Planning Agency
- University of Washington students Mathan Retik and Robert Franco-Tayar gave a presentation on the Marina District Way Finding Program

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment those vouchers and payroll transfers included in the above list and further described as follows:

Claim checks \$1,940,492.66

Payroll fund transfers in the total amount of \$841,575.12

Total certified Wire Transfers, Voids, A/P & Payroll vouchers are \$ 2,782,067.78

Item 2: TRANSPORTATION GATEWAY PROJECT: S. 24TH AVENUE SOUTH RIGHT OF WAY ACQUISITION: FURNEY – TAX PARCEL 092204-9320 – PROJECT PARCEL #54; TAX PARCEL 092204-9135 – PROJECT PARCEL #56; AND TAX PARCEL 092204-9126 – PROJECT PARCEL #57

Motion is to approve purchase of land from three parcels owned by Robert Furney as follows: 248 square feet of land for \$1,530.16, Temporary Slope Easement (of mutual benefit) with an area of 1,960 square feet, and improvements at \$600 for a total of \$2,130.00 for Parcel #54; 207 square feet of land for \$1,277.19 and improvements at \$300 for a total of \$1,577.00 for Parcel #56; 300 square feet of land for \$1,851.00, a permanent 700 square foot slope easement for \$1,079.75 and improvements at \$300 for a total of \$3,231.00 for Parcel #57 as *just compensation*; an administrative settlement for all three parcels in the amount of \$3062.00, and payment for the Statutory Evaluation Allowance of \$750 per parcel, which is \$2,250.00 for all three parcels, for a grand total of \$12,250.00 (*rounded to nearest dollar*) plus any closing costs, and further to authorize the City Manager to sign the Statutory Warranty Deeds, Permanent and Temporary Slope Easements, Construction Easements/Rights of Entry, and Real Property Vouchers substantially in the forms as submitted and accept the rights of way on behalf of the City of Des Moines.

Item 3: REAPPOINTMENT OF SUSAN COREY TO A FULL TERM ON THE HUMAN SERVICES ADVISORY COMMITTEE

Motion is to confirm the Mayoral reappointment of Susan Corey to the Human Services Advisory Committee, effective January 1, 2012, to a two year term which expires on December 31, 2013.

Councilmember Musser moved to approve the Consent Agenda as presented; Councilmember Caldwell, second. The motion was approved by a 7-0 vote.

OLD BUSINESS

1. DNR Lease

Harbormaster Joe Dusenbury delivered a staff presentation and answered the questions raised by the City Council at the previous presentation.

ACTION/DIRECTION

Councilmember Sheckler moved to approve the Draft Lease Agreement with the State of Washington Department of Natural Resources for the lease of three parcels of aquatic lands as shown in Exhibit A

of the Draft Lease, authorizing the payment of \$101,302.34 per year for the use of the leased lands and, further, to authorize the City Manager to sign the agreement substantially in the form as attached; second by Mayor Pro-Tem Pina.

Following discussion, the motion passed on a vote of 6-1. Councilmember Caldwell voted no.

Councilmember Sheckler moved to refer exploring the issue of pedestrian access on the breakwater to the Municipal Facilities Committee; Mayor Pro-Tem Pina, second. The motion passed 7-0.

Councilmember Scott moved to add a member of the yacht club to the stakeholder committee. The motion died for lack of a second.

BREAK

Mayor Kaplan recessed the meeting for a ten minute break at 9:00 p.m. The meeting was reconvened at 9:10 p.m.

NEW BUSINESS

1. CleanScapes Solid Waste Contract Amendment (Supplemental Garbage Pickup Schedule) Land Use Planner Laura Techico introduced Danielle DeClerque from CleanScapes, who explained that the new services Councilmembers see listed in their packets were services their constituents were asking to receive.

ACTION/DIRECTION

Councilmember Sheckler moved to authorize the City Manager to sign the January 13, 2012 contract addendum to the May 13, 2011 Comprehensive Garbage, Recyclables and Compostables Collection Agreement between the City of Des Moines and CleanScapes, Inc.; Councilmember Musser, second. The motion passed, 7-0

Councilmember Sheckler left the meeting at 9:25 p.m.

2. Intergovernmental Policies and Positions

City Manager Tony Piasecki discussed intergovernmental policies and positions, as is done annually each year.

Under General Policies, any new law regarding aquatic lease lands should say the *City of Des Moines supports a state law changing our aquatic lands lease to be much less as the marina provides access to the water through the fishing pier and the breakwater protects the base of the pier as well as the boat moorage.*

Councilmember Burrage moved to delete the second sentence in #1A, *Des Moines should remain a provider of local human services*; Councilmember Caldwell, second. The motion failed with a vote of 4 nays and 2 yeas. Councilmembers Burrage and Caldwell voted yes.

Item B, c (2): Councilmember Scott moved to encourage Metro to restore service lost to cutbacks in 2000; Mayor Pro-Tem Pina, second. The motion passed, 6-0.

Mayor Kaplan moved to oppose the streamlining of Business License Services and Business and Occupation taxes unless it keeps cities whole; second by Councilmember Pina. The motion passed 6-0.

Mayor Pro-Tem Pina moved to have staff create language to add to liquor laws a requirement to protect cities' revenues; Councilmember Musser, second. The motion passed, 6-0. Councilmember Pina moved that the city support a *true tax increment financing mechanism*; Councilmember Musser, second. The motion passed 6-0

Mayor Kaplan moved to support *amendments to binding interest arbitration criteria as outlined in the Association of Washington City's legislative priorities*; Mayor Pro-Tem Pina second. The motion passed 6-0.

The City supports the Association of Washington City's proposals to *manage public records requests*; Mayor Pro-Tem Pina, second. The motion passed 6-0.

Councilmember Scott moved to delete 4-a, *consideration of Des Moines as a site for a future passenger-only ferry*; Councilmember Pina, second. The motion passed, 5-1. Councilmember Burrage voted no.

Mayor Kaplan moved to remove item #4 (d) which addresses Phase I of the SR509 project; Councilmember Musser, second. The motion passed, 6-0.

ACTION/DIRECTION

Councilmember Mussed moved to adopt the 2012 Intergovernmental Policies and Positions, as amended by the City Council; second by Mayor Pro-Tem Pina. The motion passed, 6-0.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Pro-Tem Pina moved to adjourn; Councilmember Musser, second. The motion passed 6-0.

The meeting was adjourned at 10:10 p.m.

NEXT MEETING DATES – January 14, 2012, Goal Setting Retreat at Founder's Lodge
January 26, 2012, Regular City Council meeting

Respectfully submitted,

Sandy Paul CMC
City Clerk

MINUTES

REGULAR MEETING DES MOINES CITY COUNCIL

January 26, 2012 - 7:30 p.m.

CALL TO ORDER - Mayor Kaplan called the meeting to order at 7:34 p.m.

PLEDGE OF ALLEGIANCE – The flag salute was let by Councilmember Burrage.

ROLL CALL

Staff present were City Attorney Pat Bosmans; Assistant City Manager Lorri Ericson; Planning Building and Public Works Director Grant Fredricks; Parks Recreation and Senior Services Director Patrice Thorell; Assistant Director of Transportation and Engineering Dan Brewer; Planning Manager Denise Lathrop; Development Services Manager Robert Ruth; Senior Planner Jason Sullivan; Senior Services Manger Sue Padden; Land Use Planner Laura Techico; CIP Project Manager Scott Romano; Public Works Maintenance Supervisor Greg Taylor; GIS Coordinator Steve Schunzel; City Clerk Sandy Paul

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

Councilmember Sheckler

- Commended road crews on an outstanding job during the snow and ice storms last week
- **ACTION/DIRECTION**
Made a motion to join Southwest King County Chamber Commerce for an annual fee of \$1000; second by Councilmember Scott. The motion passed. The vote was 7-0

Mayor Pro-Tem Pina

- No report except that he thanked the Public Works crews which did an excellent job on snow removal. A simple *Thank you* seems so insufficient.

Councilmember Musser

- Thanked her colleagues for electing her Chair of the Municipal Facilities Committee for a second term
- The Municipal Facilities Committee agenda included discussion of the auditorium roof replacement and installation of cameras at the Redondo Parking lot
- Work is beginning on Marina/Beach Park Business and Development Committee

Councilmember Caldwell

- Thinks Puget Sound Energy should increase its tree trimming program
- Asked that council actions carry cost data and tie to council goals

PRESIDING OFFICER'S REPORT

- Mayor Kaplan recognized out-going Human Services Committee Members the Reverend Victor Atienza and Ms. Jean Munro
- Read a proclamation commending City Maintenance, Police, Information Technology and Marina staff for serving above and beyond the call of duty during the recent snow, ice and wind storms and recognizing personal sacrifices of all employees who worked during the event.

- **ACTION/DIRECTION**
Councilmember Caldwell moved to approve the Proclamation; Mayor Pro-Tem Pina, second. The motion passed 7-0.
- Worked on City issues in Olympia this week with representatives from Legislative Districts 11, 30, 33, and 34, South King County Economic Development Initiative based at Highline Community College and the Highline Forum with Economic Development Manager Marion Yoshino attending
- At the 2-day AWC conference being held in Olympia this week, he and Assistant City Manager Lorri Ericson met with all 6 of the elected officials representing Des Moines to discuss the issues previously identified in the City's Intergovernmental Priorities
- Asked for Councilmember vacation schedules soon so significant votes and retreats can be scheduled around upcoming Councilmember absences

ADMINISTRATION REPORTS

- City Attorney Pat Bosmans spoke about the recent court decision about who pays the costs of fire hydrants. Courts decided that water purveyors should maintain fire hydrants for cities
- Senior Services Manager Sue Padden and Planning Manager Denise Lathrop reported on the Aging Your Way Forum held on November 30, 2011

CONSENT CALENDAR

Item 1: APPROVAL OF MINUTES

Motion is to approve minutes from the regular meeting of January 5, 2012

Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment those vouchers and payroll transfers included in the above list and further described as follows:

Claim checks **\$1,354,124.17**

Payroll fund transfers in the total amount of **\$422,551.67**

Total certified Wire Transfers, Voids, A/P & Payroll vouchers are **\$1,776,675.84**

Item 3: RECYCLING SERVICE CONTRACT AWARD

First Motion is to authorize the City Manager to sign the 2012-2013 CPG Grant No. G1200217 between the City of Des Moines and the Washington State Department of Ecology; the 2012 LHWMP Grant No. EHS 2309 between the City of Des Moines and the Seattle-King County Department of Public Health; and the 2012-2013 WR/R Grant No. 529824 between the City of Des Moines and the King County Department of Public Health.

Second Motion is to authorize the City Manager to sign the Professional Services Contract for the 2012-2013 Recycling Program between the City of Des Moines and Olympic Environmental Resources substantially in the form as submitted.

Item 4: MAYORAL APPOINTMENT TO THE DES MOINES LODGING TAX ADVISORY COMMITTEE

Motion is to confirm the Mayoral appointment of Nancy Warren to the Des Moines Lodging Tax Advisory Committee effective immediately.

Item 5: SURPLUS PROPERTY - OBSOLETE OFFICE EQUIPMENT

Motion is to approve the surplus and disposal of one overhead projector; one book binder machine; one check protector machine; one sliding shelf, end-tab file cabinet; and three tape recorders.

ACTION/DIRECTION

Mayor Pro-Tem Pina moved to adopt the Consent Agenda; Councilmember Musser, second. The motion passed 7-0.

NEW BUSINESS

1. 2012-2013 ON-CALL CIVIL ENGINEERING SERVICES CONTRACT AGREEMENTS
Staff Presentation was provided by Assistant Director of Transportation and Engineering Dan Brewer. He reminded the Council that the agreements were included on the CD that was presented to each Councilmember. Approval of negotiation of these contracts encumbers no city funds at this time.

ACTION/DIRECTION

Councilmember Sheckler moved to approve Consultant Agreements for On-Call Civil Engineering Services (2012-2013) with AMEC, ESA Adolfson, Exeltech, Fehr & Peers, HDR, KPFF, KPG, Parametrix, Tetra Tech, each up to \$1,000,000.00, and James W. Ellison up to \$500,000.00, and authorize the City Manager to sign said agreements substantially in the form as submitted; Councilmember Musser, second. The motion passed, 7-0.

2. CITYWORKS CONTRACT APPROVAL (WORK ORDER SYSTEM FOR PUBLIC WORKS)
The staff presentation was provided by Planning Building Public Works Director Grant Fredricks who introduced Maintenance Superintendent Greg Taylor. Taylor was primarily responsible for the excellent response to snow and ice removal. He had been working proactively for several months in coordination with neighboring cities, Des Moines Police and Marina staff to plan the city's response to adverse weather conditions. Steve Schunzel, Greg Taylor, Dale Southwick worked to get the snow tracker software up and running.

The Cityworks contract has been in the planning stages for a year. This system will centralize several city functions in one place. The Information Technology Department has been key to the success of the project.

ACTION/DIRECTION

Councilmember Musser moved to approve a contract for the purchase of hardware, software and related consulting services from Cityworks and purchase of an ESRI ArcGIS Server, in support of SWM and Public Works maintenance management, and to authorize the City Manager to sign said contract substantially in the form as submitted Mayor Pro-Tem Pina, second. It was noted that the revenue source was from the SWM operating budget and an NPDES grant. The motion passed 7-0.

Councilmember Musser moved to direct the Finance Director to prepare a SWM 2012 budget amendment appropriating funds in the amount of \$56,264.00 for this purpose; Councilmember Sheckler, second. The motion passed with a 7-0 vote.

ADJOURNMENT

There being no further business to come before the City Council, Councilmember Musser moved to adjourn; Mayor Pro-Tem Pina, second. The motion passed with a 7-0 vote. The meeting was adjourned at 8:27 p.m.

NEXT MEETING DATE – February 2, 2012, City Council Study Session

Respectfully submitted,

Sandy Paul CMC
City Clerk

Voucher numbers will be made available the week of
February 6, 2012.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Interlocal Cooperation Agreement
For the Regional Affordable Housing Program
(RAHP)

FOR AGENDA OF: February 9, 2012

DEPT. OF ORIGIN: Parks, Recreation, &
Senior Services

ATTACHMENTS:

1. RAHP Interlocal Cooperation Agreement
2. Exhibit 1- King County Regional Affordable Housing Program Administrative Guidelines

DATE SUBMITTED: January 11, 2012

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *AT*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the 2012-2014 Interlocal Cooperation Agreement for the Regional Affordable Housing Program (RAHP). Without this agreement, the City of Des Moines will not have a strong voice for decisions made on affordable housing plans for our community.

Suggested Motion

Motion: " I move to approve the Interlocal Cooperation Agreement for the Regional Affordable Housing Program (RAHP) and authorize the City Manager to sign the agreement substantially in the form as submitted."

Background

In 2002, the State Legislature created a surcharge on the document recording fee to support affordable housing projects at the state and local level. The County is allowed to keep 5% of this surcharge to cover the cost of collection and administration. Of the remainder, 40% is remitted to the State and 60% is retained by the County for use in the Housing Opportunity fund. These dollars are allocated to

affordable income housing projects pursuant to the attached interlocal agreement between King County and suburban cities.

The Joint Recommendations Committee (JRC) is an inter-jurisdictional body that provides specific funding recommendations and advice on guidelines and procedures for King County and its consortia city partners on a wide range of housing and community development issues. The JRC was created through the interlocal cooperation agreements that formed the King County Community Development Block Grant (CDBG) Consortium, the King County HOME Investment Partnerships (HOME) Consortium and the King County Regional Affordable Housing Program (RAHP) Consortium, and is now codified in the King County Code in Title 24, Chapter 24.13.

Discussion

Our participation in the planning process for the Regional Affordable Housing Program (RAHP) dollars, through the attached interlocal agreement, allows us to appoint a staff person to participate in the Interjurisdictional Advisory Group (IAG) and gives us the opportunity to influence the use of county, state and federal dollars for affordable housing and community development purposes. To date, we have no staff person serving in this capacity. This person can work with the County Housing and Community Development staff to make funding recommendations to the Interjurisdictional Joint Recommendations Committee (JRC). The IAG reviews not only RAHP dollars, but the federal Community Development Block Grant Funds. It is those CDBG funds which Des Moines applies to annually to run the Minor Home Repair program.

The RAHP Interlocal agreement also addresses consortium coordination in the event of a declared disaster or emergency that displaces consortium residents from housing.

The RAHP will be moved to the same three year schedule as the CDBG agreements, with an automatic renewal clause to the agreement for successive three year periods.

Alternatives

Do not carry the Motion.

Financial Impact

None

Recommendation or Conclusion

It is recommended that the Motion be carried. Not signing the ILA excludes the City of Des Moines from any engagement regarding mixed income housing projects, shelters, or transitional housing projects in Des Moines as well as CDBG projects. While applicants could apply for projects in Des Moines, we would not be part of the IJAC planning group to decide the use of the funds and what priorities would guide funding and implementation decisions.

Concurrence



King County

Department of Community and Human Services

Jackie MacLean, Director

401 5th Avenue, Suite 500
Seattle, WA 98104

(206) 263-9100 Fax (206) 296-5260
TTY Relay 711

May , 2011

The Honorable Larry Gossett
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Gossett:

I am pleased to transmit an ordinance authorizing the Executive to enter into interlocal cooperation agreements for the continuation of King County Consortia partnerships for the administration of federal and local funds for affordable housing and community development: 1) King County Community Development Block Grant (CDBG) Consortium; 2) HOME Investments Partnership Program (HOME) Consortium; and 3) Regional Affordable Housing Program (RAHP) Consortium.

King County Code, Title 24, Chapter 13 (KCC 24.13) sets out the framework for consortia relationships through interlocal cooperation agreements to share in the distribution and administration of funds made available through the United States Department of Housing and Urban Development (HUD), and affordable housing funds established in the Revised Code of Washington 36.22.178.

Pursuant to KCC 24.13, it is the policy of King County to partner and form urban county consortia with the cities and towns in King County outside the City of Seattle¹ for the HUD-administered CDBG and HOME programs, and with all cities and towns in King County for document recording fee surcharge funds for affordable housing governed by RCW 36.22.178, which requires the County to enter interlocal agreements.

Pursuant to KCC 24.13.010, the CDBG, HOME and RAHP Agreements address the general distribution of housing and community development funds for the benefit of very low to moderate-income households, the use of funds, responsibilities and powers of the parties, general

¹ As a large metropolitan city, Seattle receives an independent allocation of CDBG and HOME Program funds directly from HUD.

terms and the establishment and functions of an interjurisdictional Joint Recommendations Committee (JRC).

The JRC is composed of city and county representatives, is advisory to the King County Executive, and reviews and recommends specific projects as well as program guidelines for programs to be undertaken with CDBG, HOME and RAHP funds.

King County Consortia Interlocal Agreements

The four King County Consortia interlocal agreements (the agreements) are set out in KCC 24.13.010. They are three-year agreements that coincide with the three-year CDBG and HOME urban county qualification periods established by HUD. The four agreements currently in place are for the qualification period of 2009 – 2011, and have been updated or will be renewed for the 2012 – 2014 period. The four agreements are based on HUD qualification criteria for the status of jurisdictions participating in an urban county consortium, and are detailed below:

- 1) Regular CDBG Agreement. This agreement is for cities that do not qualify for CDBG or HOME funds independently. The regular CDBG Agreement also covers participation in the HOME Consortium.
- 2) CDBG Joint Agreement. This agreement is for cities that qualify to receive CDBG funds independently, but choose instead to enter into an agreement with the county whereby the cities' portion of CDBG funds will be administered jointly with the rest of the consortium's funds in a partnership between city and county. The CDBG Joint Agreement also covers participation in the HOME Consortium.
- 3) HOME Program Agreement. This agreement is for cities that receive and administer CDBG funds independently of the CDBG Consortium, but do not qualify to receive HOME Program funds independently. These cities participate only in the HOME Consortium, and are referred to as HOME-only cities.
- 4) RAHP Agreement. This agreement is for the state-authorized document recording fees for affordable housing governed by RCW 36.22.178. It is for all cities and towns in King County, including the City of Seattle, which receives its own CDBG and HOME funds.

During the 2009 - 2011 urban county qualification period, 28 jurisdictions in King County participated in the consortia through a regular CDBG Agreement², three jurisdictions participated

² Regular CDBG Consortium jurisdictions: Algona, Beaux Arts, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Enumclaw, Hunts Point, Issaquah, Kenmore, Kirkland, Lake Forest Park,

through a CDBG Joint Agreement³ and three jurisdictions participated through a HOME Program Agreement⁴, and 24 jurisdictions participated in the RAHP Agreement⁵.

Updates to Consortia Interlocal Agreements

Staff in the Department of Community and Human Services (DCHS), Housing and Community Development Program (HCD) has been meeting with representatives from the participating consortia partner cities in late 2010 and early 2011. Through those meetings, the following updates and renewals have been negotiated and agreed upon:

- 1) Regular CDBG Agreement. The parties to this agreement that joined the consortium for 2009 – 2011 desire to allow the agreement to automatically renew for a new three year qualification period, pursuant to the automatic renewal clause. Any cities that did not sign the 2009 -2011 agreement (Medina, Milton, Newcastle and Normandy Park), and wish to join the Regular CDBG Consortium, will sign the same agreement format updated only to note the new time period, 2012 – 2014.
- 2) CDBG Joint Agreement. For the new qualification period, there are two cities, Redmond and Kirkland, which will likely qualify to receive their own CDBG funds from HUD, pending release of data from HUD in July that will confirm whether or not these two cities have met the required threshold for such qualification. These two cities are likely to become Joint Agreement cities if they reach this threshold. Discussions with these two cities and the other Joint Agreement cities yielded minor process clarifications and updates.

The agreed CDBG Joint Agreement updates are, as follows: 1) a new section addressing the development of more detailed consortium operating procedures, and 2) a section addressing the status of Joint Agreement cities with respect to the HUD Section 108 Loan Guarantee Program.

- 3) HOME Program Agreement. The parties to this agreement that joined the consortium for 2009 – 2011 desire to allow the agreement to automatically renew for a new three year qualification period, pursuant to the automatic renewal clause. There is one new city, Federal Way, which is likely to be eligible to join the HOME Consortium as a HOME-

Maple Valley, Mercer Island, North Bend, Pacific, Redmond, Sammamish, SeaTac, Skykomish, Snoqualmie, Tukwila, Woodinville and Yarrow Point.

³ Joint Agreement jurisdictions: Federal Way, Renton and Shoreline.

⁴ HOME-only jurisdictions: Auburn, Bellevue and Kent.

⁵ RAHP jurisdictions: Beaux Arts, Bellevue, Burien, Carnation, Clyde Hill, Covington, Enumclaw, Federal Way, Hunts Point, Issaquah, Kent, Kirkland, Lake Forest Park, Mercer Island, Pacific, Redmond, Renton, Sammamish, Seatac, Seattle, Shoreline, Snoqualmie, Tukwila, Yarrow Point.

only city, and will sign the same agreement format updated only for the new time period 2012 – 2014.

- 4) RAHP Agreement. The parties to this agreement that joined the consortium for 2007 – 2011 have agreed to two updates: 1) the first update is to move the RAHP Agreement onto the same three year schedule as the CDBG and HOME agreements, and to add an automatic renewal clause to the agreement for successive three year periods, if the parties agree that no changes are needed prior to the renewal date; 2) the second update is to add a section regarding consortium coordination in the event of a declared disaster or emergency that displaces consortium residents from housing. Any cities that did not sign a RAHP Agreement for 2007 – 2011 will have the opportunity to sign the updated agreement this year.

Updates to the Agreements are noted in bold type and underlined in the four Agreement documents attached to this ordinance as attachments A,B, C and D.

Letters from DCHS were sent to every city eligible to participate in one or more of the King County consortia in April 2011, pursuant to HUD requirements for notice to eligible cities. Each letter notified the city of their options pursuant to their status in the consortium, with attached draft copies of the relevant agreement for their review.

The King County Council is asked to approve the attached King County Consortium Agreements for signature by the Executive. Once the King County Council approves the agreements, they will be sent to the cities in final form for approval by their elected officials and signature.

I request your expedient consideration of this legislation, as HUD issued its notice regarding required agreements for 2012 – 2014 very late this year, and the timeline is extremely tight to get the updated agreements approved by the King County Council and the councils of all the participating jurisdictions. A delay in the timely signature of these agreements could jeopardize the receipt of the King County Consortia's funds from HUD for the qualification period.

If you would like any additional information, please contact Jackie MacLean, Department of Community and Human Services Director, at 206-263-9100.

Sincerely,

Dow Constantine
King County Executive



The Honorable Larry Gossett, Chair

May , 2011

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Enclosures

cc: King County Councilmembers

ATTN: Tom Bristow, Chief of Staff (retired - need new person)

Anne Noris, Clerk of the Council

Joe Woods, Council Relations Director, Office of the King County Executive

Dwight Dively, Director, Office of Performance Strategy and Budget

Jackie MacLean, Director, Department of Community and Human Services (DCHS)

Linda Peterson, Division Director, Community Services Division (CSD), DCHS

Cheryl Markham, Project/Program Manager IV, Housing and Community Development
Program, CSD, DCHS



**REGIONAL AFFORDABLE HOUSING PROGRAM
INTERLOCAL COOPERATION AGREEMENT**

**An Agreement for the use of SHB 2060 Local Low Income
Housing Funds in King County**

THIS AGREEMENT is entered into between King County, a municipal corporation and political subdivision of the State of Washington, hereinafter referred to as the "county", and the City of _____, hereinafter referred to as the "city", said parties to the Agreement each being a unit of general local government of the State of Washington.

RECITALS

WHEREAS, the King County Countywide Planning Policies, hereinafter referred to as the "CPPs", developed pursuant to the Washington State Growth Management Act, have established standards for cities to plan for their share of regional growth and affordable housing; and

WHEREAS, to implement the CPPs, the King County Growth Management Planning Council appointed a public-private Housing Finance Task Force in 1994, hereinafter referred to as the "HFTF," to recommend potential fund sources for affordable housing for existing low income residents and for meeting the affordable housing targets for future growth; and

WHEREAS the HFTF recommended a document recording fee as a source of regional dollars for low-income housing development and support, and recommended that representatives of the county, cities and the housing community work together to make decisions about the use and administration of such a fund; and

WHEREAS RCW 36.22.178 provides, in pertinent part, that:

. . . [A] surcharge of ten dollars per instrument shall be charged by the county auditor for each real property document recorded, which will be in addition to any other charge authorized by law. The county may retain up to five percent of these funds collected solely for the collection, administration and local distribution of the funds. Of the remaining funds, forty percent of the revenue generated through this surcharge will be transmitted monthly to the state treasurer . . .

* * *

All of the remaining funds generated by this surcharge will be retained by the county and deposited into a fund that must be used by the county and its cities and towns for eligible housing projects or units within housing projects that are affordable to very low-income households at or below fifty percent of the area median income. The portion of the surcharge retained by a county shall be allocated pursuant to eligible housing projects or units within such housing projects that serve extremely low and very low income households in the county and cities within the county, according to

Attachment 1

an interlocal agreement between the county and the cities within the county, consistent with countywide and local housing needs and policies ... [and in accordance with the eligible activities listed in the RCW 36.22.178].

and

WHEREAS, existing Interlocal Cooperation Agreements or Joint Agreements between the county and cities in the King County Community Development Block Grant Consortium, hereinafter referred to as the "CDBG Consortium Agreements," and/or existing Interlocal Cooperation Agreements between the county and cities in the King County HOME Investment Partnerships Program Consortium, hereinafter referred to as the "HOME Consortium Agreements," are not modified by this Regional Affordable Housing Program Agreement; and

WHEREAS, the city and county agree that affordable housing is a regional issue, that cooperation between the cities and the county is beneficial to the region, and that a regional approach to utilizing the RCW 36.22.178 funds will allow those funds to be used in the most productive manner; and

WHEREAS, it is mutually beneficial and desirable to enter into a cooperative agreement in order to administer the RCW 36.22.178 revenue as a regional fund, as authorized by the Intergovernmental Cooperation Act, RCW 39.34, and, as required by RCW 36.22.178 ;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. Definitions and Interpretation.

Capitalized terms used herein shall have the following meanings unless the context in which they are used clearly requires otherwise.

"Joint Recommendations Committee" or "JRC" means the interjurisdictional body developed pursuant to and the CDBG and HOME Consortia Agreements as described in Section III of this Agreement.

"Interjurisdictional Advisory Committee" or "Advisory Committee" means the work group consisting of representatives from cities eligible to participate in the Regional Affordable Housing Program, and from the county. This group is advisory to the JRC.

"RAHP/2060 Planning Group" means the planning group consisting of representatives from the cities, from the county, and from housing and human services agencies serving King County, that will convene during the year the Regional Affordable Housing Program Guidelines expire to review the program and the guidelines and to recommend any changes or updates to the guidelines to the JRC.

II. General Agreement

The purpose of this Agreement is to establish the Regional Affordable Housing Program ("RAHP"), to be administered by the county in cooperation with cities and towns within the county that are eligible to participate in the program. The local portion of RCW 36.22.178 revenue shall be administered as a regional fund by the King County Housing and Community Development Program in a manner that is consistent with countywide and local housing needs and policies. The city and the county agree to cooperate in undertaking RAHP activities as set forth herein.

III. Administration, Distribution and Use of the RAHP.

A. Joint Recommendations Committee

An interjurisdictional Joint Recommendations Committee (JRC) has been established through the CDBG and HOME Consortia Interlocal Cooperation Agreements and is hereby adopted as part of this Agreement. Changes to the JRC that occur in the CDBG and HOME Consortia Interlocal Agreements are incorporated by reference into this Agreement.

1. Composition of the JRC. For RAHP purposes, the JRC shall be composed of cities' representatives and county representatives as specified in the CDBG and HOME Consortia Agreements, with the addition of an appointment from the City of Seattle. The Seattle JRC representative will only attend JRC meetings that concern the RAHP funds and will be entitled to vote solely on RAHP issues and not on other King County Consortium matters coming before the JRC. The Seattle representative shall be an elected official, department director or comparable level staff.
2. Powers and Duties of the JRC. The JRC shall be empowered to:
 - a. Review and adopt annual RAHP fund allocations.
 - b. Review and adopt RAHP allocation policies.
 - c. Review and adopt any subsequent updates to the RAHP Administrative Guidelines, as needed (the most recent version of the RAHP Administrative Guidelines are attached to this Agreement as Exhibit 1 for illustrative purposes). A jurisdiction that is party to this Agreement may dispute a JRC decision concerning the RAHP Guidelines by informing the JRC Chair of the dispute, and the JRC Chair will schedule time on the JRC agenda to discuss and resolve the disputed issue. In carrying out its duties, the JRC shall make decisions that are consistent with the RCW 36.22.178, the Consolidated Housing and Community Development Plan of the King County Consortium and the City of Seattle, the Ten Year Plan to End Homelessness in King County and other local housing plans, as applicable.

3. Interjurisdictional Advisory Committee to the JRC. In fulfilling its duties under this Agreement, the JRC shall consider the advice of an Advisory Committee, made up of representatives from those jurisdictions eligible to participate in the RAHP that choose to send representation. The Advisory Committee will meet at least once per year with county staff to recommend projects for RAHP funding to the JRC and may monitor the distribution of RAHP funds to the sub-regions and make recommendations to the JRC concerning actions to achieve geographic equity. If the Advisory Committee considers issues other than the RAHP, the staff from the City of Seattle shall only participate for the purpose of making RAHP recommendations.

B. Administration of RAHP Programs. The King County Housing and Community Development Program (HCD) staff shall distribute RAHP funds pursuant to the allocations adopted annually by the JRC, and shall administer the program pursuant to the terms of this Agreement and the RAHP Administrative Guidelines.

County HCD staff shall provide the JRC and the Advisory Committee with an annual report that provides information about the capital housing projects that were awarded RAHP funds in that year, as well as the status of capital housing projects that were awarded RAHP funds in a prior year(s).

County HCD staff shall invite the representatives of cities that are a party to this Agreement to be involved in any work groups convened to update the RAHP Operations and Maintenance (O&M) Fund policies, and to be on the review panel that will recommend O&M funding awards to the JRC.

C. Administrative Costs. The county agrees to pay the costs of administering the RAHP out of the five percent (5%) of the funds collected by the county for expenses related to collection, administration and local distribution of the funds, pursuant to RCW 36.22.178. No portion of the sixty percent (60%) of the RCW 36.22.178 revenue retained by the county in a fund for the RAHP shall be utilized for RAHP administration.

D. Interest on the RAHP Fund. Interest accrued on the sixty percent (60%) of the RCW 36.22.178 revenue retained by the county in a fund for the RAHP shall remain with the RAHP fund and will be distributed to projects according to the subregional allocation target formula found in the RAHP Administrative Guidelines.

E. Sub-Regional Geographic Equity. The parties intend that the RAHP funds shall be awarded to projects throughout the county in a fair and equitable manner over the duration of this Agreement. Equity is to be achieved through sub-regional allocation targets, as follows: A fixed percentage of RAHP local funds will be allocated to each sub-region of the county identified in the RAHP Administrative Guidelines by the expiration of this Agreement. The percentage goals for each sub-region set by the formula in the RAHP Administrative Guidelines shall be updated by the JRC when new data is available.

- F. General Use of Funds. The local portion of the RCW 36.22.178 revenue shall be utilized to meet regional housing priorities for households at or below fifty percent (50%) of area median income, as established in the RAHP Administrative Guidelines.
- G. Compliance with Fair Housing Laws. Parties to this Agreement must take actions necessary to ensure compliance with the Federal Fair Housing Act, as amended, the Americans with Disabilities Act of 1990, and other applicable state and local fair housing laws.

IV. Effective Date

This Agreement shall be effective on January 1, 2012.

V. Agreement Duration

- A. This Agreement shall extend for a three-year period, through the 2012, 2013 and 2014 calendar years, and shall remain in effect until the RAHP funds allocated in this three-year period, including any recaptured funds received with respect to activities funded during this three-year period, are expended, and the funded activities completed.
- B. Renewal. In the final year of the three-year Agreement period, the county will initiate a review of the Agreement no later than March 1st, through an invitation to all eligible cities in the county, to determine whether a majority of cities favor automatic renewal without amendment for a successive three-year period, or whether there are potential amendments. This Agreement shall be automatically renewed for participation in a successive three-year Agreement period, unless the city official empowered to sign the Agreement provides written notice to the county that it elects not to participate in a new three-year Agreement period, or that it wishes to amend the Agreement, by the date set forth by the County in a letter to the city following the review process.

VI. General Matters and Recording

- A. No separate legal or administrative entity is created by this Agreement. It is not anticipated that the JRC, the Advisory Committee, nor the RAHP/2060 Planning Group will acquire or to hold any real or personal property pursuant to this Agreement. Any personal property utilized in the normal course of the work of such bodies shall remain the property of the person, entity or city initially offering such personal property for the use of any such body.
- B. The county may terminate this Agreement if at least forty percent (40%) of the jurisdictions in the county representing seventy-five percent (75%) of the population of the county have not signed this Agreement by February 1, 2012, and by February 1st of the first year of successive three-year periods.
- C. The parties to this agreement agree to convene the King County RAHP Consortium as rapidly as possible after a proclamation of a state of emergency by

the King County Executive or when the King County Emergency Coordination Center activates Emergency Services Function 6 (ESF-6), which provides for mass care, emergency assistance, housing and human services. The RAHP Consortium will be convened through a meeting of the Joint Recommendations Committee (JRC) and any representatives of Consortium Cities that desire to attend. The meeting will be convened after the county has been able to gather adequate information regarding housing displacement and potential interim housing needs as a result of the emergency. The purpose of the JRC meeting will be to review the Post-Disaster Interim Housing Annex to the King County Comprehensive Emergency Management Plan, and other available information regarding the emergency, and to begin the process to acquire all federal, state, private or other disaster funding assistance for housing and related needs available to the Consortium. The JRC will also begin the process to determine if the Consortium can commit any RAHP Consortium funds or other Consortium funds (CDBG, Disaster CDBG, HOME or other federal funds that may be available to the King County Consortium through the U.S. Department of Housing and Urban Development) for disaster interim housing efforts.

D. Recording - Pursuant to RCW 39.34.040, this Agreement shall be filed with King County Records.

KING COUNTY, WASHINGTON

CITY OF _____

For King County Executive

By: Signature

Jackie MacLean, Director
Printed Name

Printed Name

Department of Community and Human Services

Title

Date

Date

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

Approved as to Form:
CITY OF _____
CITY ATTORNEY

Michael Sinsky, King County Senior Deputy
Prosecuting Attorney

City Attorney

ATTEST:
CITY OF _____

City Clerk

EXHIBIT 1

King County Regional Affordable Housing Program

Administrative Guidelines

I. Introduction

The provisions of Substitute House Bill (SHB) 2060 became effective in Washington State on June 13, 2002.

SHB 2060 created a document recording fee on certain documents to be utilized for low income housing. Administration of the fund is shared between local governments and the State. The local portion of SHB 2060 funds is to be administered pursuant to a cooperative agreement between the county and the cities and towns within King County.

The work of the Housing Finance Task Force (HFTF), appointed by the King County Growth Management Planning Council in 1994, led to the passage of SHB 2060. In recognition of the recommendations made by the HFTF, a Regional Affordable Housing Program (RAHP)/2060 Planning Group convenes to plan for the use of King County SHB 2060 funds. The King County RAHP/2060 Planning Group¹ is made up of city representatives, county representatives, and representatives from a variety of private housing and services organizations in King County.

¹ City representatives have included staff from the cities of: Burien, Tukwila, Kent, Federal Way, Redmond, Kirkland, Issaquah, Shoreline, Covington, Seatac, Auburn, Seattle, Bellevue and ARCH

Housing and services organization representatives included staff from the following: SeattleKing County Housing Development Consortium, Impact Capital, South King County MultiService Center, Hopelink, Fremont Public Association, Seattle Habitat for Humanity, South King County Habitat for Humanity, Friends of Youth, the Salvation Army, Community Psychiatric Clinic, Lifelong Aids Alliance, St. Andrews Housing Group, Housing Resource Group, EDVP, YWCA, Mental Health Housing Foundation, Rental Housing Association, Highline-West Mental Health, Valley Cities Counseling, Seattle Emergency Housing Service, Common Ground, and Vietnam Veterans Leadership Program, Compass Center, Catholic Community Services, the King County Housing Authority, Seattle Mental Health, and the Committee to End Homelessness

The King County RAHP/2060 Planning Group has designed a regional low income housing fund source, to be administered by the King County Housing and Community Development Program (HCD) in the Department of Community and Human Services.

II. Duration of the Guidelines

The RAHP Guidelines shall take effect on January 1, 2007, and shall remain in effect until updated through the interjurisdictional Joint Recommendations Committee (JRC).

III. Review and Update of the Guidelines

Beginning in 2010, the Guidelines may be updated through the JRC pursuant to the RAHP Interlocal Cooperation Agreement, hereinafter “RAHP Agreement”, as needed. The RAHP/2060 Planning Group will be convened to recommend any proposed changes to the Guidelines for presentation to the JRC for adoption.

IV. Decision-Making Structure and Regional Allocation Method

A. Approving Body – Joint Recommendations Committee.

The JRC, as defined in the RAHP Agreement, shall be the body that reviews and updates the RAHP Guidelines beginning in 2010, and reviews and adopts annual RAHP funding allocations and related allocation policies. The JRC will be expanded, pursuant to the RAHP Agreement, to include representation from the City of Seattle on RAHP matters.

Allocations and related policies adopted by the JRC must be consistent with these RAHP Guidelines, the Consolidated Plans of the King County Consortium and the City of Seattle, other local housing plans, as applicable, and the Ten Year Plan to End Homelessness in King County.

1. Appeal Process for JRC Decisions

a. Cities – Adoption of Guidelines

Pursuant to the RAHP Interlocal Agreement, a participating jurisdiction may appeal a JRC decision concerning the update of RAHP Guidelines. The jurisdiction must inform the Chair of the JRC, and the JRC chair will schedule time on the JRC agenda to discuss the appeal issue.

b. Applicants – Annual Fund Allocations

Applicants for RAHP funds may appeal a JRC allocation decision if they have grounds based on substantial violation of a fair allocation process, such as bias, discrimination, conflict of interest, or failure to follow the RAHP Guidelines. Appeals by applicants will receive initial review for adequate grounds by the Director of the King County DCHS. If adequate grounds for an appeal are found, the DCHS director will put the appeal on the JRC agenda for review.

B. Annual Fund Allocation Recommendations

An interjurisdictional advisory committee to the JRC, made up representatives from participating jurisdictions in the RAHP Consortium, will work with the King County Housing Finance Program (HFP) staff of King County HCD to make RAHP allocation recommendations and related program policy recommendations to the JRC. While the advisory committee may make recommendations concerning several fund sources for affordable housing in the King County Consortium, the City of Seattle staff will participate on the committee solely for the purpose of making RAHP recommendations.

The review process for RAHP allocations will proceed as follows:

- King County HCD staff will review all RAHP applications and make preliminary funding recommendations.
- Cities' staff will review applications for projects in their jurisdiction and make preliminary recommendations on those applications.

- Cities' staff will receive information on all RAHP applications to review prior to the advisory committee meeting at which final funding recommendations are formulated for transmittal to the JRC.
- Advisory committee participants will meet together at least annually to decide upon RAHP funding recommendations to the JRC, and may meet at other times during the year, as necessary, to discuss RAHP issues and make recommendations to the JRC.

C. Subregional Allocation Targets

The RAHP Fund will be a flexible fund that can address regional and subregional housing needs. The fund will use subregional allocation targets as a means to achieve geographic equity in the distribution of SHB 2060 funds by the end of each Interlocal Cooperation Agreement period.

1. Subregional Areas:

- a. City of Seattle Subregion
- b. North/East Subregion – north and east urban and rural areas, including 34 percent of unincorporated King County²
- c. South Subregion – south urban and rural areas, including 66 percent of unincorporated King County

2. Formula for Subregional Allocation Targets

Each subregion will have a targeted percentage of the RAHP funds, including the interest on the RAHP funds, allocated to projects within the subregion over the period of time that the RAHP Guidelines are in effect. Each subregion will receive allocations to

² Percent of unincorporated King County attributed to the North/East and South Subregions is based on the 2000 census data for households in the unincorporated portions of the King County Community Planning Areas, as listed in the 2002 Annual Growth Report.

projects within the subregion that are equal to or greater than 95 percent, of the subregions' allocation target by the end of each Interlocal Cooperation Agreement period.

The formula for allocating RAHP funds to the subregions is as follows:

- One half of the RAHP funds shall be targeted for allocation among the three subregions based on each subregion's relative share of total existing need for affordable housing. Existing need shall be determined by the percentage of low-income households paying more than 30 percent of their income for housing in the subregion, according to the 2000 U.S. Census data.
- One half of the RAHP funds shall be targeted for allocation amongst the three subregions based on the subregions' growth targets for future need, as established through the Growth Management Planning Council. Future need shall be determined by the subregions' relative share of total future need for affordable housing in the County. A subregion's relative share of future need is the percentage of the subregion's affordable housing target for low-income households relative to the cumulative affordable housing target for low-income households of all jurisdictions in the county, including unincorporated King County³. Based upon the RAHP formula, the sub-regional allocation targets are as follows:

City of Seattle:	37.9 percent
South:	32.7 percent
North/East:	29.4 percent

³ The percentage of a subregion's target relative to the cumulative target is derived by averaging the target percentages of the jurisdictions within that subregion. For each jurisdiction, the target percentage is calculated in the following manner: the number of households that a jurisdiction must anticipate, per the 2002/2022 Countywide Planning Policy (CPP) Growth Target, is multiplied by .24 or .20 (depending on the ratio of low wage jobs to low cost housing for the jurisdiction in Appendix 3 of the CPPs); that number is divided by the cumulative affordable housing target for low income households of all King County jurisdictions, including unincorporated King County.

3. Interjurisdictional Advisory Committee to Monitor Subregional Allocation

Targets

The advisory committee will monitor the subregional distribution of RAHP funds every year, determining if any subregion(s) received allocations below 95 percent of the subregion's allocation target.

If any subregion received allocations under 95 percent of the target allocation after several funding cycles, the HCD staff will work with the advisory committee to adjust the allocation targets of such subregion(s) in the subsequent funding cycles, as needed. In addition, the advisory committee may propose strategies and actions, for review by the JRC, that are designed to increase the percentage of RAHP funds spent in those subregion(s). Staff of the jurisdictions that are parties to the RAHP Agreement will assist in implementing actions that will aid in achieving geographic equity in RAHP allocations by the end of each Interlocal Cooperation Agreement period.

V. Use of the RAHP Funds in King County

A. RAHP Priorities

1. Top Priority:
 - Capital funds for the acquisition, rehabilitation and/or new construction of units of eligible housing types. New construction is not eligible if the low-income housing vacancy rate for all of King County exceeds 10 percent⁴.
2. Second Priority:
 - Operations & Maintenance ("O&M") fund program for existing homeless housing⁵. This program provides O&M funding for existing⁶ transitional

⁴ The low income housing vacancy rate for each county will be established by the state, pursuant to the SHB 2060 legislation.

housing and transition in place⁷ units. The housing units must be eligible for the Washington State Housing Trust Fund, and must show that they require RAHP O&M funds in order to cover ongoing building operating expenses.

3. Third Priority:

- O& M funds for existing emergency shelters and licensed overnight youth shelters.

4. Last priority:

- Rental assistance vouchers to be administered by a local housing authority in conformity with the Section 8 program.

B. RAHP Eligibility

1. Eligible Housing Types

a. Capital Funds

- Permanent rental housing units
- Transition in place and transitional housing units; units that are not time-limited are encouraged.
- Emergency shelter and licensed overnight youth shelter⁸
- Ownership housing

b. O&M Funds:

- Existing transitional and transition in place housing units

⁵ The O&M fund for the guidelines is set at approximately 22 percent of \$3,222,000 (the average of the RAHP collections in 2004 and 2005), which is \$700,000 per year for the four year period of the guidelines.

⁶ Existing housing is defined as housing that exists as of the date of an application for RAHP funds.

⁷ Transition in place units are permanent rental units where supportive services are provided for a period of time, as needed by a household. Households do not need to move when the supportive services are phased out.

- Existing emergency shelters and licensed overnight youth shelters

2. Eligible Populations Served by Housing Units

- All units funded with RAHP funds must serve households at or below 50 percent of area median income. Projects that include units for households at or below 30 percent of area median income are encouraged.
- Homeless households⁹, including youth.
- Households at risk of homelessness.¹⁰
- Disabled households or households with a disabled member.
- Families.
- Special needs populations, including seniors.

3. Eligible Applicants

- Nonprofit organizations
- Housing Authorities
- Local governments
- For-profit entities are only eligible for capital funds in the top priority.

This is due to the language of the SHB 2060 legislation, which restricts building operations and maintenance funds to projects “eligible for the Washington State Housing Trust Fund.” For-profit entities are not eligible for the Washington State Housing Trust Fund.

⁸ RAHP funds are limited to 50 percent of the development cost of any project; consequently, if a shelter project cannot secure adequate funding for the entire cost of development, the RAHP cannot prioritize the project.

⁹ Homeless households include: households that lack a fixed, regular and adequate residence; households that reside in a publicly or privately operated shelter designed to provide temporary living accommodations; households that reside in time-limited housing; and households that currently reside in an institution and will be exiting the institution without a fixed, regular and adequate residence.

¹⁰ Households at risk of homelessness include: households paying 50 percent or more of their income for rent, households that have a history of homelessness and are currently unstable, households living in overcrowded or substandard housing, households

4. Eligible use of RAHP Funds by Priority

a. Capital funds:

- Acquisition of land for eligible housing.
- New construction of eligible housing.
- Acquisition of building(s) for eligible housing.
- Rehabilitation of units of eligible housing or to create new units of eligible housing.
- Capitalization of a replacement reserve in connection with a capital investment for new or existing eligible housing units.
- Capitalization of O&M rent buy-down reserves for new eligible housing units to serve households below 50 percent of AMI that are primarily homeless¹¹, or at risk of homelessness¹². Capitalized O&M reserves may only be used to write down rents to very affordable rent levels, below 30 percent of AMI and below 50 percent of AMI (i.e. between 30 percent and 50 percent of AMI,) for units that do not have debt service. Capitalized O&M reserves must be used for expenses directly related to running the building and may not be used for services to the tenants or to cover debt service¹³. This eligible use may not exceed 20 percent of the RAHP capital funds in any funding cycle.

that are substantially behind on their monthly housing payment or have a pending eviction, households with a disability whose housing is at risk due to aging relatives or other factors.

¹¹ See Note 6.

¹² See Note 7.

¹³ Other requirements for capitalized O&M reserves include: 1) projects will not be eligible for these funds unless they have either applied first to CTED for O&M and been denied, or have not received Housing Trust Fund capital dollars and are, therefore, not eligible for O&M from CTED; 2) funds will be awarded only in appropriate amounts as needed pursuant to review

b. O&M Funds:

- Existing transition in place or transitional housing units are eligible for O&M for ongoing building operations and maintenance expenses that cannot be covered by the rental income of the project, and may not include the cost of services to tenants or debt service.
- Existing emergency shelters and licensed, overnight youth shelters are eligible for O&M for general operating expenses, including services.

c. Vouchers:

- Rental assistance vouchers must be administered by a local housing authority in conformity with the Section 8 program.

VI. RAHP Administration

The RAHP funds shall be administered as a regional fund by the King County HCD Program.

A. RAHP Capital Funds

RAHP capital funds, including capitalized O&M reserves for new projects and maintenance reserves, will be administered by HFP in conjunction with other fund sources administered by HFP.

by the Housing Finance Program, and will be subject to negotiated modifications; and 3) capitalized reserves will be committed for a maximum of five years' rent buy-down subsidy.

The HFP will staff the interjurisdictional advisory committee and will work with the committee to develop RAHP funding allocation recommendations and related policy recommendations for JRC review and adoption.

The HFP will distribute RAHP funds through contracts pursuant to the allocations adopted by the JRC, and will generate an annual RAHP report that provides information about the projects that received funding in the current year, as well as the status of projects awarded RAHP funds in prior year(s).

The terms of the King County Housing Opportunity Fund (HOF) will apply to RAHP contracts, with the exception of the following:

- To the extent that there are differences between the HOF guidelines and RAHP guidelines, the RAHP guidelines will apply.
- A financial match by the local government where a housing project is to be located is not required, but is encouraged.
- RAHP funds will have no maximum subsidy per unit, but the development portion of the award (not including O&M rent buy-down reserves) will be limited to 50 percent of the total development cost of a project.

B. RAHP Operating and Maintenance Funds

The RAHP O&M funds will be administered through the King County HCD Program's Homeless Housing Programs (HHP) Section.

The priority for RAHP O&M funds is existing projects that have been unsuccessful in receiving State 2060 O&M funds or ESAP funds.

HHP will work with the Committee to End Homelessness to ensure that the uses of RAHP O&M funds are consistent with the priorities of the Ten Year Plan to End Homelessness.

HHP will invite city staff and other stakeholders to participate in updating the RFP parameters for O&M funds, if and when updates are necessary, and will invite the same to participate on the panel to review applications for the RAHP O&M funds. The review panel will recommend O&M fund awards to the JRC for final adoption.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: 2012 Des Moines Rotary Club
Poverty Bay Wine Festival

FOR AGENDA OF: 2/9/2012

DEPT. OF ORIGIN: Legal

ATTACHMENTS:

1. Draft Resolution No. 12-012
2. Draft Agreement for the 2012 Des Moines Rotary Poverty Bay Wine Festival
3. Certificate of Insurance

DATE SUBMITTED: 1/24/2012

CLEARANCES:

- Legal DP
- Finance CP
- Marina DP
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works N/A
- Police DP
- Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL DP

Purpose and Recommendation

The purpose of this agenda item is to request that the City Council adopt Draft Resolution No. 12-012 authorizing the use of the Des Moines Marina parking lot by the Rotary Club of Des Moines for Poverty Bay Wine Festival parking and shuttle services to and from the Landmark Event Center from March 2 through March 4, 2012.

Suggested Motion

Motion: "I move to adopt Draft Resolution No. 12-012, authorizing the use of the Marina parking lot by the Rotary Club of Des Moines' Eighth Annual Poverty Bay Wine Festival event, taking place from March 2 through March 4, 2012; and, to direct the City Manager to execute the Agreement between the City of Des Moines and the Rotary Club of Des Moines for the 2012 Poverty Bay Wine Festival, substantially the in for as attached."

Background:

The Rotary Club of Des Moines will hold its Eighth Annual Poverty Bay Wine Festival March 2-4, 2012 at Landmark Event Center. For the past five years the event has been held at this location, with event parking at the Des Moines Marina parking lot area. The event features several Washington Wineries,

Food Booths, Art and Music. The three-day festival has been very successful drawing approximately 2,000 wine spectators annually.

The 2012 event dates and hours are as follows: on Friday, 5:00 p.m. to 10:00 p.m.; on Saturday 12:00 p.m. to 7:00 p.m.; and on Sunday, 12:00 p.m. to 5:00 p.m. The hours were selected to support the evening restaurant businesses in the area.

The Marina parking lot would be used for festival parking and as a site to shuttle event attendees between the downtown and the Landmark Event Center from 4:00 p.m. to 11:00 p.m. on Friday, 11:00 a.m. to 8:00 p.m. on Saturday, and 11:00 a.m. to 6:30 p.m. on Sunday.

Discussion:

The intent of the request for the use of the Marina parking lot for a shuttle service is to draw festival attendees into downtown Des Moines to provide exposure to local restaurants and businesses and enhance tourism opportunities. Impacts to Marina tenants and neighboring residents are minimal with little or no vehicular spillage onto side streets or neighboring parking lots.

Event set-up for the shuttle will begin at 4:00 p.m. on Friday, and 11:00 a.m. on both Saturday and Sunday. The Marina parking lot would be the location of event parking and shuttle service only. No other uses/activities are planned by the Rotary Club at this location.

The Rotary Club works closely and cooperatively with City and Fire District to ensure event safety and security. The Rotary Club provides insurance liability coverage for the event.

It is projected that approximately 2,000 wine spectators will attend the Festival over a three-day festival period. Funds raised will be reinvested for charitable, community and educational projects supported by the Rotary Club. Sponsorships ranging from \$250 to \$50,000 in cash and/or in-kind services have been solicited from businesses to finance festival overhead.

Alternatives:

None provided.

Financial Impact:

There will be minimal impact to the City of Des Moines Marina operations. In past years, there were no issues affecting City departments such as Police, Marina and Parks & Recreation regarding this event and staff is convinced that the event will not detract from normal city operations in 2012.

In fact, the event is intended to highlight the Des Moines waterfront facilities and Marina District drawing tourism from surrounding communities and from the boating community to promote the local economy and fill the Marina's available transient moorage during the off-season.

Recommendation/Conclusion:

The Rotary Club of Des Moines' Poverty Bay Wine Festival is a positive economic draw for the Des Moines community and therefore staff recommends approval of the use of the Marina parking lot for this special event.

CITY ATTORNEY'S FIRST DRAFT 1/23/2012

DRAFT RESOLUTION NO. 12-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing the Rotary Club of Des Moines ("Rotary Club") to provide parking for its 2012 Poverty Bay Wine Festival ("Festival") at the Marina and listing conditions under which such permission is granted.

WHEREAS, the Rotary Club wishes to provide parking for its eighth annual Festival in March 2012 at the Des Moines Beach Park and Marina, and

WHEREAS, the Rotary Club has designed the Festival to raise funds for charitable, community, and educational projects supported by the Rotary Club, and to promote the Des Moines community and area businesses, and

WHEREAS, the Festival will enhance the quality of life for residents of the City of Des Moines, and

WHEREAS, the City of Des Moines wishes to permit the Rotary Club Festival; and, at the same time, be held harmless from any liability arising from the existence of such activity; now therefore,

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

Sec. 1. Permission to utilize City facilities and marketing opportunities to conduct the 2012 Poverty Bay Wine Festival ("Festival") March 2, 2012 through March 4, 2012 is granted to the Des Moines Rotary Club, subject to the following conditions:

(1) The Rotary Club shall defend and hold the City of Des Moines harmless from any liability which may result from the conduct of the Festival or its activities; and an authorized official of the Rotary Club shall sign a written agreement, on behalf of the Rotary Club, that approval of this 2012 Festival resolution does not constitute a waiver of the Rotary Club's obligation to defend and hold the City of Des Moines harmless from any liability that may result from the conduct of the Festival event or its activities.

(2) The prime leadership of all Festival committees shall be non-City personnel and it shall be clearly understood that assistance by City personnel is advisory to the Rotary Club.

(3) The Rotary Club shall provide liability insurance in the amount of two million dollars (\$2,000,000.00) and shall name the City of Des Moines as a named additional insured. Proof of such insurance must be delivered to the City fifteen (15) days prior to the event.

(4) The Rotary Club shall be permitted to erect such special signage as is appropriate in the thirty (30) days prior to and during the event. The Rotary Club must remove all such signage within ten (10) days after the final day of the Festival.

(5) An authorized official of the Rotary Club shall execute a written agreement, on behalf of the Rotary Club, acknowledging its responsibilities for the conduct of Festival activities and accepting such limitations as are contained in this resolution, in addition to such limitations as may be imposed by the City Council or City Manager, including, but not limited to:

(a) The Rotary Club agrees to take whatever measures are necessary to prevent damage to City facilities and to be responsible for any damage that may occur as a result of the Festival.

(b) The hours of Festival parking operations utilizing Marina facilities shall be as follows:

Friday, March 2, 2012	4:00 p.m. to 11:00 p.m.
Saturday, March 3, 2012	11:00 a.m. to 8:00 p.m.
Sunday, March 4, 2012	11:00 a.m. to 6:30 p.m.

(c) Set-up and take-down hours shall be determined by the City Manager or his designee.

(d) The Rotary Club will use all reasonable efforts to advertise the Festival as a community festival.

Resolution No. ____
Page 3 of 3

Sec. 2. The City Manager is authorized, at his discretion, to grant permission to the Rotary Club to use and occupy for the purpose of the Festival City facilities at the Des Moines Marina.

Sec. 3. The City Manager is authorized, at his discretion, to grant permission to the Rotary Club to use, for the purpose of the Festival, article space in the *City Currents* newsletter.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2012 and signed in authentication thereof this ____ day of _____, 2012.

M A Y O R

APPROVED AS TO FORM:

Assistant City Attorney

ATTEST:

City Clerk

**AGREEMENT BETWEEN THE CITY OF DES MOINES AND THE ROTARY CLUB
OF DES MOINES
2012 POVERTY BAY WINE FESTIVAL**

THIS AGREEMENT is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter "City"), a municipal corporation of the State of Washington, and the ROTARY CLUB OF DES MOINES (hereinafter "Rotary Club") for the 2012 Poverty Bay Wine Festival.

WHEREAS, the City finds that the Festival enhances the quality of life for residents of the City of Des Moines, and

WHEREAS, the Rotary Club, as sponsor of the Festival, carries out all activities as a Rotary Club function, and

WHEREAS, the City of Des Moines wishes to permit the Poverty Bay Wine Festival activities of the Rotary Club while at the same time being held harmless from any liability arising from the existence of such activities and to have the Rotary Club sponsor the Festival pursuant to certain terms and conditions; now therefore,

IN CONSIDERATION of the mutual benefits and conditions listed below, the parties agree as follows:

(1) The Rotary Club agrees as follows:

(a) The Rotary Club shall conduct the 2012 Festival in compliance with all federal, state, and local statutes, ordinances, and regulations. The Rotary Club further agrees as follows:

(b) The prime leadership of all Festival committees shall be non-City personnel and it is clearly understood that assistance by City personnel is advisory to the Rotary Club.

(c) The Rotary Club of Des Moines shall defend, indemnify and hold the City of Des Moines, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the conduct of the event or its associated activities, except for injuries and damages caused by the sole negligence of the City. In the event that any suit based upon such claim, injury, damage, or loss is brought against the City, the Rotary Club of Des Moines shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and the Rotary Club of Des Moines and their respective officers, agents, and employees, or any of them, the Rotary Club of Des Moines shall satisfy the same.

(d) The Rotary Club shall provide liability insurance in the amount of two million dollars (\$2,000,000) and shall name the City of Des Moines as an additional named insured. Proof of such insurance shall be delivered to the City no later than fifteen (15) days prior to the event.

(e) The Rotary Club shall remove all signage within ten (10) days after the final day of the Festival.

(f) The Rotary Club acknowledges its responsibilities for the conduct of Festival activities and accepts such limitations as are contained herein, in addition to such limitations as may be imposed by the City Council or City Manager.

(g) The Rotary Club agrees to take whatever measures are necessary to prevent damage to the Marina facility and to be responsible for any damage that may occur as a result of the Festival.

(h) The hours of Festival parking operations at the Marina shall be:

Friday, March 2, 2012 from 4:00 p.m. to 11:00 p.m.
(Parking for shuttle to Landmark Event Center)

Saturday, March 3, 2012 from 11:00 a.m. to 8:00 p.m.
(Parking for shuttle to Landmark Event Center)

Sunday, March 4, 2012 from 11:00 a.m. to 6:30 p.m.
(Parking for shuttle to Landmark Event Center)

(i) The Rotary Club will use all reasonable efforts to advertise the Festival as a Community Festival.

(2) The City agrees as follows:

(a) Upon execution of this Agreement, the City grants permission to the Rotary Club to use and occupy, for the purpose of the Festival parking, property located at the southeast corner of the Des Moines Marina parking lot.

(b) The City shall permit the Rotary Club to erect such special signage as is appropriate in the thirty (30) days prior to and during the event.

(c) The City Manager is authorized, at his discretion, to grant permission to the Rotary Club to use, for the purpose of the Festival, article space in the City Currents newsletter.

(3) Duration of Agreement. This Agreement will commence upon date of execution and ends upon renewal of this Contract, execution of a new Contract, City's written termination of the Contract as described in Section 4 of this Agreement, or the Rotary Club's decision not to have the Festival, whichever is sooner. Provided, however all indemnification and hold harmless provisions of this Agreement shall survive the termination of this Agreement.

(4) Termination. This Agreement may be terminated by the City for good cause upon thirty (30) days' written notice to the Rotary Club of the City's intention to terminate the same. Good cause is defined as either:

(a) Failure of the Rotary Club to perform any requirement of this contract within ten (10) days after the City makes written demand for such performance; or

(b) Termination required for purposes of public health, safety, welfare or the public interest, as determined by a majority of the Des Moines City Council in open public meeting.

(5) Discrimination Prohibited. The Rotary Club shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in Festival festivities on the basis of race, color, religion, creed, sex, national origin, marital status, or presence of any sensory, mental, or physical handicap.

(6) Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.

(7) Governing Law. The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.

(8) Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

(9) Amendments/Authorization for Additional Services. This Agreement may be modified or amended and additional conditions may be authorized during the term of this Agreement upon the mutual written consent of the parties.

(10) Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

(11) Waiver. The waiver by either party of any breach of any term, condition, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Agreement.

(12) Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(13) Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

(14) Concurrent Originals. This Agreement may be signed in counterpart originals.

(15) Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

CITY OF DES MOINES

ROTARY CLUB OF DES MOINES

By: Anthony A. Piasecki
Its City Manager

By _____
Its _____

At the direction of the Des Moines City
Council In Open Public Meeting on
_____, 2012.

Date _____

Date _____

APPROVED AS TO FORM:

Assistant City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES,LLC-K CHICAGO 525 W. Monroe, Suite 600 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: Lockton Companies, LLC	
	PHONE (A/C, No, Ext): 1-800-921-3172 FAX (A/C, No): 1-312-681-6769 E-MAIL ADDRESS: Rotary@lockton.com	
INSURED All Active US Rotary Clubs & Districts Attn: Risk Management Department 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
	INSURER B: ACE Property & Casualty Insurance Co	20699
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N	PMI G23861355 003	7/1/2011	7/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	PMI G23861355 003	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	M00534092 003	7/1/2011	7/1/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	NOT APPLICABLE			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is included as Additional Insured where required by written contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Attachment 3

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Acceptance of SR 509 Right-of-Way
Transfer and Approval of Barnes
Creek Trail Task Order Assignment

AGENDA OF: February 9, 2012

DEPT. OF ORIGIN: Planning, Building & Public
Works

ATTACHMENTS:

1. SR509 Right-of-Way Transfer: Quit Claim Deed
2. Task Order Assignment – KPG, Inc.
3. Graphic: SR 509 Segments
4. SR509 Request Letter City to WSDOT (April 28, 2009)
5. Graphic of proposed Right-of-Way Transfer
6. WSDOT Response to King County Council Member Julia Patterson
7. WSDOT Response to City
8. City Easements graphic
9. 2012 CIP Budget Worksheet

DATE SUBMITTED: January 30, 2012

CLEARANCES:

- Legal DB
- Finance CP
- Marina N/A
- Parks, Recreation & Senior Services MA
- Planning, Building & Public Works MA
- Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: MA

Purpose and Recommendation:

The purpose of this Agenda Item is to:

1. Seek City Council acceptance of a Quit Claim Deed (Attachment 1) to transfer Washington State Department of Transportation (WSDOT) Right-of-Way (old SR509 Right-of-Way) to the City of Des Moines which is required to widen South 216th Street, Segment 2 and to allow the future extension of 16th Avenue South to S. 216th Street, and.
2. Seek City Council approval of a Task Order Assignment (Attachment 2) with KPG Inc. that will provide preliminary engineering and design of the Barnes Creek Trail, along with the right-of-way acquisition support services associated with the Barnes Creek Trail/SR 509 right-of-way acquisition project.

Suggested Motions

Motion 1: “I move to accept the Quit Claim Deed from the Washington State Department of Transportation, transferring approximately 14.8 acres of land to the City at no cost to be used exclusively for roadway purposes and further authorize the City Manager to sign the Quit Claim Deed on behalf of the City of Des Moines.”

Motion 2: “I move to approve the Task Order Assignment with KPG, Inc. to provide preliminary engineering and right-of-way support services on the Barnes Creek Trail/SR 509 right-of-way acquisition project in the amount of \$102,547.15, authorize the City Manager to approve Supplements to the Task Order as necessary in the amount of \$10,000, and authorize the City Manager to sign the Task Order Assignment substantially in the form as submitted.”

Background:

There is an existing State Route (SR) 509 right-of-way corridor which is owned by the Washington State Department of Transportation (WSDOT) that runs between Kent-Des Moines Road and South 200th Street, in the vicinity of 16th Avenue South. This right-of-way corridor has been in place for many years for the extension of SR 509 from South 188th Street through the middle of Des Moines generally along the 16th Avenue South corridor.

The current alignment for the future extension of SR 509 is no longer planned for this corridor, and most of the old SR 509 right-of-way south of South 200th Street is no longer needed for transportation purposes by the State of Washington. Portions of this right-of-way corridor north of South 216th Street are in the process of being vacated, exchanged with, or transferred to the Port of Seattle.

During the update of the City’s Comprehensive Transportation Plan (CTP) in 2009, a study was prepared to look at the “Highest and Best Use Analysis of the Historic SR509 Corridor”. The analysis focused on three segments south of South 216th Street (refer to Attachment 3). At the direction of the Council, on April 28, 2009 the City sent a request to Paula Hammond, WSDOT Secretary of Transportation, to transfer the SR509 right-of-way between South 216th Street and Kent Des Moines Road (refer to Attachment 4). The Secretary indicated that such transfer could only be accommodated, without fee, if said right-of-way was to be used exclusively to improve public highways, county roads, or city streets as defined by RCW 47.12.063.

Because the City’s adopted CTP calls for the future extension of 16th Avenue South from South 220th Street to South 216th Street within the current SR 509 right-of-way corridor, the State has agreed to transfer this portion of the right-of-way corridor at no cost. A graphic that depicts the right-of-way being transferred to the City is included as Attachment 5.

The State has also determined that the remaining portion of the right-of-way corridor from South 220th Street to Kent-Des Moines Road cannot be transferred to the City at no cost, as our proposed use for this right-of-way does not meet the requirements of RCW 47.12.063. While the City’s CTP and Parks Master Plan call for the development of the Barnes Creek trail within this corridor, a trail does not meet the State’s constitutional requirements or definition of “roadway use”. Therefore the City will need to purchase any portions of this right-of-way corridor it needs for the trail.

Based on these State determinations, in February of 2010, after much consultation and deliberation with WSDOT staff, the City determined that the request would be divided into two ROW applications: One application for roadway purposes and another for a multi-purpose trail.

Public participation and comment was sought prior to formally requesting SR509 right-of-way surplus including a public Open House that was held on Wednesday, March 24 2010 and a meeting summary is available from the City of Des Moines Web site:

<http://www.desmoinesmail.com/WebPDF/Engineer/509ROW/OpenHouseMeetingMinutes.pdf>.

Discussion:

Motion 1:

The first application to transfer WSDOT right-of-way to the City, at no cost, for future roadway purposes is the subject of this motion. This transfer addresses City right-of-way required between South 220th Street and South 216th Street and is consistent with the City's adopted right-of-way plan for the Transportation Gateway Project. WSDOT has determined that this right-of-way is no longer necessary for State Highway purposes and WSDOT has approved this transfer, at no cost.

Acceptance of this Quit Claim Deed (Attachment 1) will transfer this property to the City for exclusive use of this right-of-way for roadway purposes, including:

- Widening of South 216th Street, including needed storm water retention and potential wetland mitigation facilities as may be required for the roadway improvements.
- Clarifying ownership of 20th Avenue South, south of South 216th Street, maintained by the City as a local street
- The north leg of the future 20th Avenue South signalized intersection
- Future extensions of 16th Avenue South between South 220th Street and South 216th Street which will be designed as a complete street including pedestrian, bicycle and roadway improvements.
- Future extension of South 218th Street including sidewalks, bicycle and roadway improvements
- Future storm water retention facilities required for the roadway extensions

While this transfer was initially identified as a relatively simple straight forward process, in reality the process required extensive coordination with WSDOT staff over a period of 33 months from the inception of the request. The City conducted a preliminary design study and identified the potential location and alignment of the above roadway related facilities, as illustrated in Attachment 5. Preliminary design was undertaken as part of the South 216th Street Improvements (aka Transportation Gateway Project) to design storm water and potential wetland mitigation facilities. The consulting engineer, KPG, was directed to make recommendations within the SR 509 right-of-way segment to determine potential roadway alignments for extensions of 16th Avenue South and South 218th Street consistent with the City's Comprehensive Transportation Plan. The retention pond has been designed to accommodate the ultimate storm water flow of South 216th Street from 19th Avenue South to I-5, including future widening as proposed during preliminary design. This effort was necessary to support the request including detailed survey to precisely modify the WSDOT right-of-way plan and develop an accurate legal description. The City and its consultant (KPG) took the lead to facilitate the process at a cost of approximately \$70,000.

Restrictions on the Quit Claim Deed are noted including City use of the property as limited for roadway purposes. No other uses are permitted or the land will revert back to WSDOT. The transfer and acceptance of real estate is an exempt action under SEPA. Upon Council approval and acceptance, the

Quit Claim Deed will be returned to WSDOT for the Secretary of Transportation's signature and recording.

Motion 2:

The second application similarly requested transfer of SR509 right-of-way for construction of the Barnes Creek Multipurpose trail between Kent-Des Moines Road that would intertie with bicycle and pedestrian improvements along the future extension of 16th Avenue South at South 220th Street.

This motion was brought before the Council on October 27, 2011. At that time the Council requested that staff again ask the State to donate this right-of-way to the City at no cost. About this same time, King County Councilmember Julia Patterson asked City staff to provide information on the Barnes Creek Trail project, as she was preparing to make this request on our behalf. She requested that the State donate the property to the City as its share of the local match to our Conservation Futures grant. The State again indicated that they were not able to donate that land at no cost because the trail does not meet the State's constitutional requirements or definition of "roadway use". A copy of the State's response to Councilmember Patterson is included as Attachment 6. The City also received response to our request, which is included as Attachment 7.

Staff is again bringing this Task Order Assignment back to the Council for approval. The only way for the City to secure this important property is to begin preliminary engineering and design of this portion of the trail, conduct the detailed surveys necessary to precisely modify the WSDOT right-of-way plan and develop an accurate legal description. This is the exact same process we used to secure the property being considered under Motion 1.

In order to determine what portions of the remaining SR 509 right-of-way corridor the City needs, some preliminary engineering, environmental work, and property research is needed. The Task Order Assignment with KPG (Attachment 2) will provide the information necessary to develop the legal descriptions and property exhibits that will be needed to develop appraisals and to eventually negotiate a fair and reasonable price with the State for the property.

In order to accomplish this, wetland and critical area boundaries need to be identified and the topography needs to be mapped. Once these tasks are completed, the design team can develop a 30% trail design and alignment that minimizes impacts to the environment, meets ADA and other design criteria, and provides area for other land uses. Again the intent is to identify exactly what property the City is interested in for the Barnes Creek Trail as well as other critical areas that the City and State should preserve. Once those areas have been identified, we will work with the State to develop legal descriptions for those areas. Once the legal descriptions and exhibits have been completed, the desired property for acquisition will be appraised to determine its value. At that point we will work with the State on a reasonable purchase price for the property based on City Council direction at that time.

It is likely that this purchase of this property will be more complex than Segment #1. Staff believes that there are existing City easements for roadways that underlie the State right-of-way (refer to Attachment 8). These easements, which have some value to the City, will need to be included in the negotiations. However, legal descriptions must be prepared for these existing easements.

Alternatives:

Motion 1:

There are no viable alternatives. The final design and alignment for the South 216th Street roadway requires portions of this property in order to build drainage facilities on the SR 509 right-of-way to support the project. Consistent with a City Council request, the facility will be large enough to capture drainage generated by the ultimate design of South 216th Street widening to protect Des Moines Creek. Alternatives considered during pre-design included large detention vaults located within existing right of way. The City Surface Water Management Division prefers the pond for increased capacity and ease of maintenance. No other alternatives are currently available short of redesigning the relevant sections of the Gateway project, resulting in project delay and funding impacts. Without the provision for the future extension of 16th Avenue South, the City's CTP and Comprehensive Plan Transportation Element would need to be revised to accommodate necessary capacity.

Motion 2:

There are no viable alternatives. The Barnes Creek Trail is identified as an element of the City's Comprehensive Transportation Plan and in the Parks Master Plan. WSDOT has determined that the entire right-of-way south of South 200th Street is surplus. This means that they are motivated and intend to sell this property. WSDOT intends to surplus this portion of the right-of-way and has agreed to work first with the City. If the City is no longer interested in the property, the State will look to surplus the property to the private sector.

Lacking a defined plan for the trail alignment, the City will be unable to advise the public or landowners on the desired alignment. The land or portions thereof, is likely to be acquired by adjoining properties or other interested parties and will jeopardize creation of a fully separated multipurpose trail along this corridor.

Should the Council decide not to approve the Task Order Assignment, staff will be unable to develop the necessary work to facilitate to purchase of the property. In addition, the City would be required to turn back to Conservation Futures funds that have been set aside for the purchase of this property.

Financial Impact:

Motion 1:

This right-of-way is being transferred to the City without fee. The City will be responsible for ownership and maintenance of these lands that may be used for roadway purposes only. The lands must revert to the WSDOT if other uses are proposed. The City has received TIB grant authorization for construction of the drainage facilities and the associated South 216th Street improvements.

Motion 2:

The cost of this Task Order Assignment and associated staff work is being covered by a portion of the King County Trail Levy Funds. This effort was included in the approved 2012 Transportation Capital Improvement Fund (refer to Attachment 9).

The City has received \$550,000 in King County Conservation Futures Funds for the eventual purchase of this property. These funds have a 50% local match requirement. It is anticipated City right-of-way easements and potential ROW vacations will contribute value in providing the 50% match required for the King County Conservation Futures funds.

An appraisal, approved by the City Council based upon the preliminary design and legal description for the trail, will be required to determine the actual values. Any right of way transaction will be subject to WSDOT and City Council approval.

Recommendation/Conclusion:

Staff recommends the Council approve the proposed motions.

Concurrence:

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

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P.O. BOX 47338
OLYMPIA, WA 98504-7338

Document Title: Quitclaim Deed

Reference Number of Related Document: N/A

Grantor: State of Washington

Grantee: City of Des Moines

*Legal Description: Ptn SW¹/₄ NW¹/₄, NW¹/₄ SW¹/₄, NE¹/₄ SW¹/₄, SW¹/₄ SW¹/₄, SE¹/₄ NW¹/₄ of
Sec 9, NE¹/₄ SE¹/₄, SE¹/₄ SE¹/₄ Sec 8, all in Twn 22N, Rng 4E, W.M.*

Additional Legal Description is on Pages 5 to 8 of document

Assessor's Tax Parcel Number: Highway Right of Way - None Assigned

QUITCLAIM DEED
(SUBJECT TO RIGHT OF REVERSION)

SR 509: SR 516 To Des Moines Way South

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of the CONTINUED USE OF THE PROPERTY FOR A HIGHWAY PURPOSE, hereby conveys and quitclaims unto the CITY OF DES MOINES, a Washington municipal corporation, Grantee, all right, title, and interest in and to the following described real property (Property) situated in King County, State of Washington:

Exhibit A attached hereto and made a part hereof.

As a part of the consideration of this transaction the Grantor reserves unto itself, its successors or assigns, the right of reasonable access to and from the Grantor's remaining lands and the rights of way South 216th Street, South 218th Street and to future roadway(s) to be constructed by the Grantee herein.

The Grantee as part consideration for the conveyance of the Property does hereby agree to comply with all civil rights and anti-discrimination requirements of Chapter 49.60 RCW as to the lands herein described.

RES 411
Revised 8/2009

Page 1 of 8 Pages

I.C. No. 1-17-09365

ATTACHMENT 1

The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the Property is transferred for road/street purposes only, and no other use shall be allowed. The Grantee intends to construct upon the lands conveyed herein city streets and/or roadways and should the Property not be developed or cease to be used for road/street purposes said ownership shall automatically revert to Grantor and be evidenced by conveyance from Grantee, its successors or assigns, releasing all Grantee's interest in the Property.

The lands herein described are not required exclusively for State highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this _____ day of _____, 2011.

STATE OF WASHINGTON

Paula J. Hammond, P.E.
Secretary of Transportation

ACCEPTED BY:

CITY OF DES MOINES
A State of Washington Municipal Corporation

Anthony A. Piasecki, City Manager

Date:

By direction of the Des Moines City Council taken in open public meeting on _____, 2011.

EXHIBIT A

That portion of the southwest quarter of the northwest quarter, the northwest quarter of the southwest quarter, the northeast quarter of the southwest quarter, the southwest quarter of the southwest quarter, and the southeast quarter of the northwest quarter of Section 9, the northeast quarter of the southeast quarter, and the southeast quarter of the southeast quarter of Section 8, all in Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at Highway Engineer's Station (hereinafter referred to as HES) 20+00 on the S. 216th line survey of SR 509, SR 516 to Des Moines Way South;
thence northerly to a point opposite said HES 20+00 and 40 feet northerly therefrom;
thence easterly to a point opposite HES 21+70 on said S. 216th line survey and 51.33 feet northerly therefrom;
thence easterly to a point opposite HES 23+00 on said S. 216th line survey and 60 feet northerly therefrom;
thence easterly parallel with said S. 216th line survey to a point opposite HES 30+22.76 thereon;
thence southerly to a point opposite HES 30+25 on said S. 216th line survey and 50 feet northerly therefrom;
thence easterly to a point opposite HES 31+95 on said S. 216th line survey and 36.77 feet northerly therefrom;
thence easterly to a point opposite HES 32+82 on said S. 216th line survey and 30 feet northerly therefrom, said point also opposite HES 0+30 on the 20th Ave. line survey of said Highway and 30 feet westerly therefrom;
thence northerly to a point opposite HES 1+29 on said 20th Ave. line survey and 30 feet westerly therefrom;
thence easterly to a point opposite said HES 1+29 and 30 feet easterly therefrom;
thence southerly parallel with said 20th Ave. line survey to a point opposite HES 0+30 thereon, said point also opposite HES 33+42 on the S. 216th line survey of said Highway and 30 feet northerly therefrom;
thence easterly parallel with said S. 216th line survey to a point opposite HES 34+45 thereon;
thence southerly to a point opposite said HES 34+45 and 30 feet southerly therefrom;
thence westerly parallel with said S. 216th line survey to a point opposite HES 33+42 thereon;

thence southerly to a point opposite HES F5 1+87± on the F5 line survey of said Highway and 63.33 feet southeasterly therefrom, said point lying on the southerly line of the northwest quarter of the northeast quarter of the southwest quarter of Section 9, Township 22 North, Range 4 East, W.M., in King County, Washington;

thence westerly to a point opposite HES F5 0+00 on said F5 line survey and 30 feet southerly therefrom;

thence northerly to a point opposite said HES F5 0+00 and 60 feet northerly therefrom;

thence easterly parallel with said F5 line survey to a point opposite HES F5 0+60 thereon;

thence southeasterly to a point opposite HES F5 0+90 on said F5 line survey and 30 feet northerly therefrom;

thence easterly parallel with said F5 line survey to a point opposite HES 1+47.78 P.C. thereon;

thence northeasterly to a point opposite HES F5 2+26.54 P.T. on said F5 line survey and 30 feet westerly therefrom;

thence northerly to a point opposite HES 32+82 on the S. 216th line survey of said Highway and 30 feet southerly therefrom;

thence westerly to a point opposite HES 31+95 on said S. 216th line survey and 40 feet southerly therefrom;

thence westerly to a point opposite HES 30+20 on said S. 216th line survey and 50 feet southerly therefrom;

thence southwesterly to a point opposite HES 760+00 on the SR 509 line survey of said Highway and 444 feet southeasterly therefrom;

thence southwesterly to a point opposite HES 756+00 on said SR 509 line survey and 393 feet southeasterly therefrom;

thence southwesterly to a point opposite HES 752+00 on said SR 509 line survey and 233 feet southeasterly therefrom;

thence southwesterly to a point opposite HES 747+95.38 on said SR 509 line survey and 155.59 feet southeasterly therefrom, said point being on the westerly margin of 16th Avenue South;

thence northerly along said westerly margin of 16th Avenue South to a point opposite HES 748+28.76 on said SR 509 line survey and 138.28 feet southeasterly therefrom, said point intersecting the southerly margin of S. 220th Street;

thence westerly along said southerly margin of S. 220th St. to a point opposite HES 746+79.13 on said SR 509 line survey and 122.31 feet northwesterly therefrom;

thence northeasterly to a point opposite HES 747+00 on said SR 509 line survey and 118 feet northwesterly therefrom;

thence northeasterly to a point opposite HES 748+00 on said SR 509 line survey and 110 feet northwesterly therefrom;

thence northeasterly to a point opposite HES 749+50 on said SR 509 line survey and 142 feet northwesterly therefrom;
thence northeasterly to a point opposite HES 755+01.34 on said SR 509 line survey and 193.05 feet northwesterly therefrom;
thence southeasterly along a curve to the right, having a radius of 398 feet and an arc distance of 301.81 feet, to a point opposite HES 755+01.92 on said SR 509 line survey and 101.58 feet southeasterly therefrom;
thence southeasterly to a point opposite HES 754+75.35 on said SR 509 line survey and 168.66 feet southeasterly therefrom;
thence northeasterly to a point opposite HES 756+27.35 on said SR 509 line survey and 228.87 feet southeasterly therefrom;
thence northeasterly along a curve to the left, having a radius of 268 feet and an arc distance of 244.45 feet, to a point opposite HES 758+62.69 on said SR 509 line survey and 210.27 feet southeasterly therefrom;
thence northerly to a point opposite HES 762+32.75 on said SR 509 line survey and 9.59 feet southeasterly therefrom;
thence westerly to a point opposite HES 22+38.69 on the S. 216th line survey of said Highway and 60 feet southerly therefrom;
thence northwesterly to a point opposite HES 22+35 on said S. 216th line survey and 50 feet southerly therefrom;
thence westerly to a point opposite HES 21+70 on said S. 216th line survey and 44.46 feet southerly therefrom;
thence westerly to a point opposite HES 20+60 on said S. 216th line survey and 36 feet southerly therefrom;
thence westerly to a point opposite HES 20+20 on said S. 216th line survey and 32 feet southerly therefrom;
thence northerly to a point opposite said HES 20+20 and 30 feet southerly therefrom;
thence westerly to a point opposite HES 20+00 on said S. 216th line survey and 30 feet southerly therefrom;
thence northerly to the point of beginning;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 753+71.24 on the SR 509 line survey of SR 509, SR 516 to Des Moines Way South, and 132.79 feet southeasterly therefrom;
thence southwesterly to a point opposite HES 752+00.64 on said SR 509 line survey and 65.21 feet southeasterly therefrom;

thence southwesterly along a curve to the left, having a radius of 393 feet and an arc distance of 146.72 feet, to a point opposite HES 750+57.42 on said SR 509 line survey and 37.57 feet southeasterly therefrom;
thence northwesterly to a point opposite HES 750+13.98 on said SR 509 line survey and 122.70 feet northwesterly therefrom;
thence northeasterly to a point opposite HES 753+96.71 on said SR 509 line survey and 158.21 feet northwesterly therefrom;
thence southeasterly along a curve to the right, having a radius of 288 feet and an arc distance of 224.98 feet, to a point opposite HES 753+99.65 on said SR 509 line survey and 61.07 feet southeasterly therefrom;
thence southeasterly to the point of beginning.

The specific details concerning all of which may be found on sheets 4 and 5 of that certain plan entitled SR 509, SR 516 to Des Moines Way South, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval December 1, 1969, revised November 9, 2011.

**City of Des Moines
2012-2013 On Call General Civil Engineering Services**

**Formal Task Assignment
KPG, Inc.**

**Task Number: 2012-001
Barnes Creek Trail/SR 509 Right of Way Support**

Location of Project: Barnes Creek Trail / SR 509

Project Title: Barnes Creek Trail / SR 509 Right of Way Support

Task Assignment Total: \$102,547.15

See attached Exhibit A - Scope of work and Exhibit B - Budget.

Completion Date: December 31, 2012

Description of Work:

Provide preliminary trail design, sensitive area delineation, right of way needs assessment, and prepare legal descriptions and appraisal for City acquisition of WSDOT surplus right of way

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ Date: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

EXHIBIT A

City of Des Moines 2012-2013 On Call General Civil Engineering Services Barnes Creek Trail/SR 509 Right of Way Support

Task Assignment No. 2012-001 Scope of Work January 30, 2012

Background

This City desires to obtain the old SR 509 right-of-way between South 216th Street and Kent Des Moines Road. The City has plans to provide a roadway connection between South 216th Street and South 220th Street as well as a trail connection from the Des Moines Creek Trail to Kent Des Moines Road. This new trail connection is being referred to as the Barnes Creek Trail.

The SR 509 right-of-way is broken into three segments. These segments were developed under the SR 509 Highest and Best Use Study prepared by Fehr & Peers / Mirai (March 27, 2009).

Segment 1 is generally that portion of the SR 509 right-of-way between South 216th Street and South 220th Street. This segment is being transferred to the City by the WSDOT, at no cost, for roadway purposes. KPG provided engineering support services for that transfer under the Transportation Gateway Task Order Assignment given that significant portions of the right-of-way transfer were necessary to facilitate the construction of the Transportation Gateway Project.

Segment 2 is generally that portion of the SR 509 right-of-way between South 220th Street and South 223rd Street. Segment 3 is generally that portion of the SR 509 right-of-way between South 223rd Street and Kent Des Moines Road.

Because Segments 2 and 3 cannot be used for roadway purposes (as defined by the WSDOT), the City will need to compensate the State for the property it wishes to acquire for the trail and critical area conservation.

Purpose

The tasks to be performed as part of this scope of work include:

1. Prepare mapping and a preliminary 30% design that identifies:
 - a. The existing SR 509/State right-of-way
 - b. Existing street right-of-way bisecting the SR 509 right-of-way
 - c. Existing City and Utility easements
 - d. Critical areas and wetlands
 - e. A proposed trail alignment which meets ADA requirements and minimizes impacts to critical areas
 - f. Open space and amenity options that are in the City's interest
 - g. Property that is not needed for the uses identified above.
2. Prepare legal descriptions for the property that the City wishes to acquire from the

State which will include critical areas, trail alignment, and potentially other open space areas.

3. Work and coordinate with the State to prepare legal descriptions for any remnant pieces of property that the City does not wish to acquire, but are within the area that the State has identified for surplus. This step is necessary in order to assure the State that all of the property to be surplus has been identified and described, and that nothing is "left over".
4. Once the legal descriptions are agreed to, prepare an appraisal for:
 - a. The property that the City wishes to acquire.
 - b. The existing easements within the property to be SR 509 surplus right-of-way.
 - c. Assist the City as needed in negotiations with the State on the value of the property.
 - d. Assist the City as needed to prepare for the vacation of existing easements and acceptance of the new property.

Detailed task descriptions are included below:

Task 1 Segment 2 & 3 Mapping and Preliminary Design

- 1.1 Preliminary design will be prepared based on existing lidar data, GIS aerial mapping and topography. KPG will perform a field walk through Segments 2 and 3 to verify the general conformance with available mapping. Topographic constraints will be approximated for preliminary layout of a trail.
- 1.2 Conventional surveying methods will be used to verify elevations at key points and approximate layout. For budgeting purposes, an allowance of 40 hours of field time with necessary office support is assumed for this task.
- 1.3 The Consultant will obtain a current copy of the WSDOT right-of-way plan for the area of SR 509 between South 220th Street (south end of Segment 1 Transfer) and Kent Des Moines Road, and include the right of way lines on the site plan.
- 1.4 Perform field ties to Section corners as required to confirm and establish SR 509 right-of-way alignment.
- 1.5 Reduce field data and establish SR 509 right-of-way alignment between South 216th Street and Kent-Des Moines Road.
- 1.6 The platted, un-opened right of way, and other easements lying within the SR-509 corridor between South 220th Street and Kent Des-Moines Road will be shown on the site plan.
- 1.7 Provide field delineation of critical areas, stream and wetland areas and provide summary memorandum of wetland type, stream type, and buffer widths within the SR 509 right-of-way between South 220th Street and Kent Des Moines Road. Some critical areas were mapped with a previous City project between South 222nd Street and South 223rd Street, so this area is not included in the current delineation effort. This work will be completed by a subcontract to KPG in accordance with the attached scope of work.

- 1.8 Update base map to show critical areas and buffers on critical area maps.
- 1.9 Prepare Typical Sections for the trail to be used for layout. The Typical Section will be approved by the City and form the basis of Preliminary Design. (Estimate 1 sheet)
- 1.10 Prepare plan view layout of the trail between South 220th Street and Kent Des Moines Road based on the Typical Sections prepared in 1.9. (Estimate 4 sheets)
- 1.11 Prepare for and attend up to one (1) meeting with representatives from the City and WSDOT to present preliminary design layout and further assist in the surplus of the SR 509 right-of-way.

Task 1 Deliverables:

- ◆ 3 copies of Critical Area Delineation memorandum
- ◆ 3 copies of draft Preliminary Design Memorandum / 11x17 plans
- ◆ 3 copies of final Design Memorandum / 11x 17 plans
- ◆ Graphic Exhibit(s) for the right-of-way to be acquired by the City, and the right-of-way to be surplus to others by the state.

Task 2 Legal Descriptions for City Acquisitions for Trail

- 2.1 Prepare legal descriptions with associated map exhibits which will describe the areas which the City will acquire from the state for the proposed trail. The areas described will cover the trail corridor, critical areas, and possibly other open space areas. This task assumes that approximately six (6) separate legal descriptions with exhibits.

Task 2 Deliverables:

- ◆ Stamped and signed copies of legal descriptions with associated map exhibit

Task 3 Legal Descriptions for WSDOT Surplus

- 3.1 Coordinate with WSDOT to determine the areas which the City will not be acquiring and will be surplus by the state.
- 3.2 Prepare legal descriptions with associated map exhibits which will describe the surplus state land. This task allows for ten (10) separate legal descriptions with exhibits. WSDOT may require more or fewer parcels to be described depending on how the surplus land will be segregated.
- 3.3 Confirm that there are no gaps or overlaps between what is being acquired by the City and what is being surplus by WSDOT.
- 3.4 Respond to questions or make revisions based on comments from the City or WSDOT.

Task 3 Deliverables:

- ◆ Stamped and signed copies of legal descriptions with associated map exhibit.
- ◆ Parcel closure calculation sheets for WSDOT.

Task 4 Appraisals for City Acquisitions and WSDOT Surplus

- 4.1 The Consultant shall subcontract for an appraisal of the corridor to establish a valuation for the property to be acquired during. The appraisal will be completed by an appraiser acceptable to the City. Budget is based on a single right of way corridor appraisal rather than multiple parcel appraisals.
- 4.2 The Consultant shall attend one (1) council executive session to present the appraisal results and brief council on next steps for acquisition.
- 4.3 The Consultant shall assist the City in coordinating the final property transfer from WSDOT. This is assumed to include phone conferences, email follow up, and up to two (2) meetings with City and/or WSDOT. The transfer agreement will be prepared by WSDOT.

Deliverables

- ◆ Appraisal report for areas to be acquired by City and remnant areas to be surplus by WSDOT.

Additional Services

The City may require additional services of the Consultant in order to advance all or portions of the project corridor through bid document preparation and construction. The scope of these services will be determined based on the unanticipated project needs or other considerations at the sole discretion of the City. This work may include items identified in the current task authorizations as well other items, which may include, but are not necessarily limited to the following:

- ◆ Additional environmental documentation
- ◆ Preparation of Bid Documents
- ◆ Providing construction support services

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

EXHIBIT B

FEE SUMMARY



Project: City of Des Moines
2012-2013 On Call General Civil Engineering Services
Task Assignment 2012-001 - Barnes Creek Trail/SR509 Right of Way Support

Description	Estimated Fee
Task 1 - Segment 2 & 3 Mapping and Preliminary Design	\$ 70,943.18
Task 2 - Legal Descriptions for City Acquisitions for the Trail	\$ 3,695.69
Task 3 - Legal Descriptions for WSDOT Surplus	\$ 8,287.58
Task 4 - Appraisals and Acquisition Support	\$ 19,620.70
Total Contract Amount:	\$ 102,547.15

HOUR AND FEE ESTIMATE

EXHIBIT B

Project: City of Des Moines

2012-2013 On Call General Civil Engineering Services

Task Assignment 2012-001 - Barnes Creek Trail/SR509 Right of Way Support



Task	Description	Labor Hour Estimate							Total Fee	
		*Project Manager \$ 183.52	*Senior Engineer \$ 135.95	*Project Engineer \$ 117.83	*Design Engineer \$ 101.65	*CAD Technician \$ 80.04	*Survey Crew \$ 136.68	*Senior Admin \$ 98.81	*Office Admin \$ 58.11	Fee
Task 1 - Segment 2 & 3 Mapping and Preliminary Design										
1.1	Assemble base map and perform field reviews	4	0	16	24	40	0	0	4	\$ 8,493.31
1.2	Survey verification of key points	0	0	0	0	4	40	0	0	\$ 5,787.56
1.3	Develop WSDOT SR509 right-of-way in cadd	0	2	20	0	0	0	0	0	\$ 2,628.58
1.4	Perform field ties to section corners	0	0	0	0	0	10	0	0	\$ 1,366.85
1.5	Reduce field data and establish final SR509 R/W	0	2	0	10	10	0	0	0	\$ 2,088.88
1.6	Platted, un-opened & easements calculated	0	2	10	20	0	0	0	0	\$ 3,483.33
1.7	Coordinate field delineation of critical areas	2	0	8	0	8	0	0	0	\$ 1,950.06
1.8	Update base map to show critical areas and buffers	0	0	0	0	30	40	0	0	\$ 7,868.70
1.9	Prepare Typical Sections for the trail for layout	2	0	4	0	8	0	0	0	\$ 1,478.72
1.1	Prepare plan view layout of trail	8	0	40	60	80	0	0	8	\$ 19,149.14
1.11	Prepare for and attend up to 1 meeting with City	4	4	0	0	4	0	0	0	\$ 1,598.05
	Reimbursable expenses - see breakdown for details									\$ 15,050.00
Task Totals		20	10	98	114	184	90	0	12	\$ 70,943.18
Task 2 - Legal Descriptions for City Acquisitions for the Trail										
2.1	Prepare 6 legal descriptions with map exhibits	0	4	16	10	0	0	0	0	\$ 3,445.69
	Reimbursable expenses - see breakdown for details									\$ 250.00
Task Totals		0	4	16	10	0	0	0	0	\$ 3,695.69
Task 3 - Legal Descriptions for WSDOT Surplus										
3.1	Coordinate with WSDOT to determine surplus areas	0	6	0	0	0	0	0	0	\$ 815.70
3.2	Prepare 10 legal descriptions with map exhibits	0	4	20	20	0	0	0	0	\$ 4,933.57
3.3	Confirm that there are no gaps or overlaps	0	2	0	10	0	0	0	0	\$ 1,288.45
3.4	Respond to questions and make revisions	0	2	4	4	0	0	0	0	\$ 1,149.86
	Reimbursable expenses - see breakdown for details									\$ 100.00
Task Totals		0	14	24	34	0	0	0	0	\$ 8,287.58
Task 4 - Appraisals and Acquisition Support										
4.1	Coordinate Corridor Appraisal	4	0	8	0	4	0	0	4	\$ 2,229.36
4.2	Prepare for and attend up to 1 council briefing	4	0	4	0	4	0	0	4	\$ 1,758.02
4.3	Assist City with WSDOT coordination	8	4	16	8	8	0	0	4	\$ 5,583.32
	Reimbursable expenses - see breakdown for details									\$ 10,050.00
Task Totals		16	4	28	8	16	0	0	12	\$ 19,620.70

Total Contract Amount: \$ 102,547.15

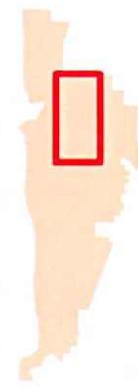
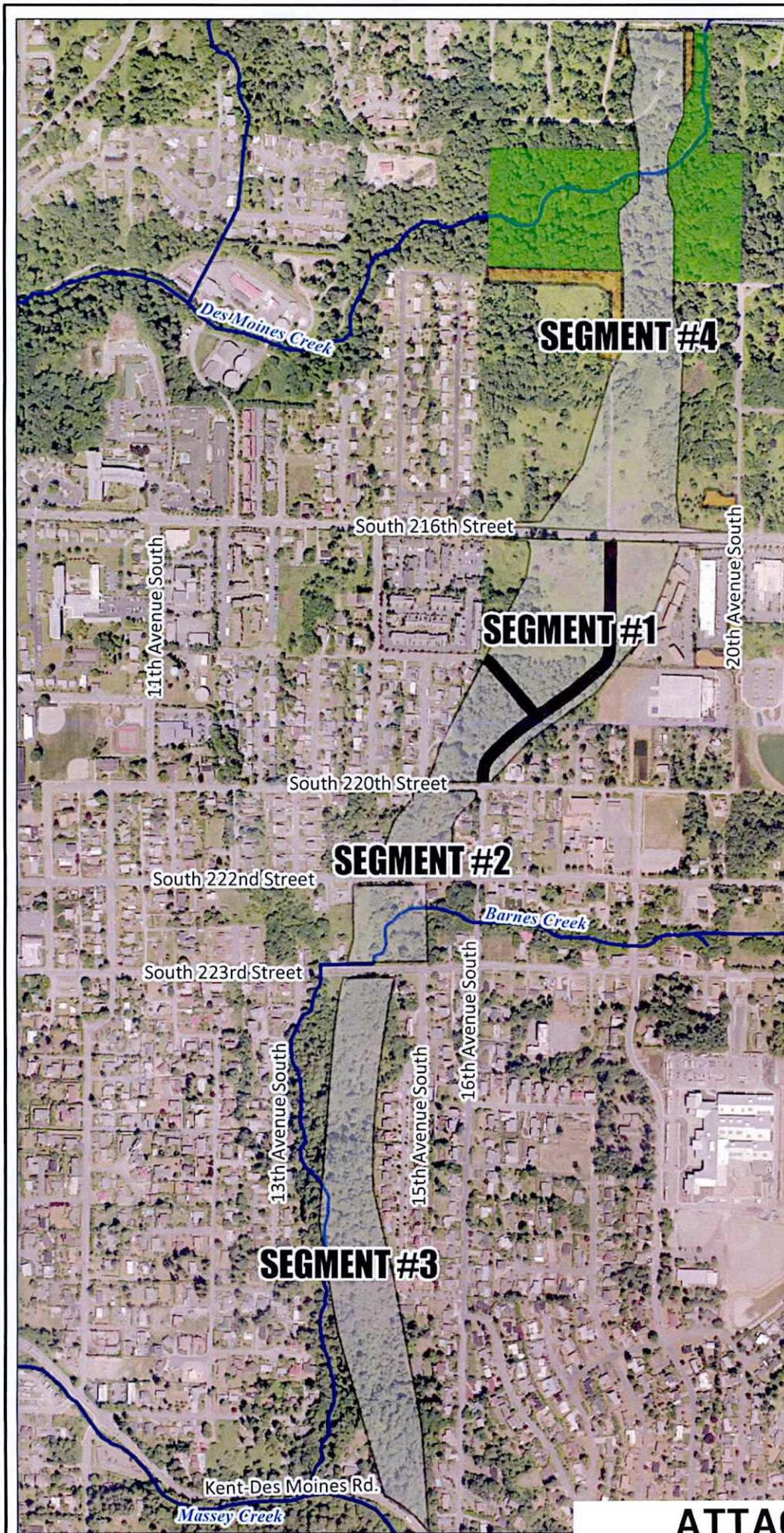
January 30, 2012



Historic State Route 509 Overview

Legend

- Historic SR-509 Boundaries
- WSDOT Owned
- Proposed Road Connections
- Des Moines Creek Park



21630 11th Ave S
Des Moines, WA 98198-6398
PHONE: (206) 879-4595 | FAX: (206) 870-7626
WEB: <http://www.desmoineswa.gov>



City of Des Moines

ADMINISTRATION
21630 11TH AVENUE SOUTH, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D.: (206) 824-6024 FAX: (206) 870-6540



April 28, 2009

Ms. Paula Hammond, PE
Secretary of Transportation
Washington State Department of Transportation
310 Maple Park Avenue SE
PO Box 47300
Olympia WA 98504-7300

Re: Historic SR 509 Right of Way
Transfer to the City of Des Moines for Road and Transportation Purposes

Dear Secretary Hammond:

I am writing to request that Washington State Department of Transportation transfer ownership of the historic SR 509 right of way, between South 216th Street and Kent-Des Moines Road, to the City of Des Moines for road, transportation and other public uses. The City of Des Moines has just completed an assessment of the Highest and Best Use for this right of way that cuts through the middle of the City of Des Moines as illustrated in the attached study. The attached report concludes that:

- The historic SR 509 right of way is an isolated section of undeveloped and unopened right of way that has limited use, if any, as part of the regional SR 509 facility.
- WSDOT plans for the SR 509 Project do not include this segment of historic right of way.
- Of the 43.42 acres of right of way, approximately 50% is designated as critical area.
- There is no opportunity to design or construct a road through the length of the corridor because of the amount of critical area and other environmental constraints.
- Within the three segments of the historic right of way (see Illustrations 1-4), only Segment 1 could be improved to include a street connection between South 216th and South 220th Streets, providing an important street extension of 16th Avenue South.
- A multipurpose trail could also be constructed along the entire length of the historic right of way from South 216th Street to Kent-Des Moines Road, providing an important north-south non-motorized transportation link in Des Moines.
- The conceptual layout presented in this analysis (see Illustrations 1-4) represents the only likely and feasible transportation use of the historic SR 509 right of way corridor.

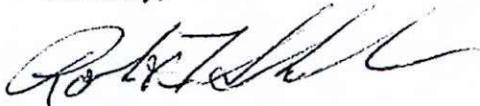
Based on the conclusions and recommendations of the study, as shown in the attached Illustrations 1-4, we propose to extend 16th Avenue South a quarter-mile from South 220th to South 216th to complete this important collector street connection in our street network, providing another north-south route through our City. We also propose to develop Barnes Creek Trail, a multipurpose trail, along the entire length of the historic right-of-way corridor with connections to schools, parks, and the Des Moines Creek Trail, a regional facility and to provide for stormwater management for streets and other neighborhood connections.

Since the current design and plans for the SR 509 Project do not utilize this historic corridor, WSDOT has no plans to improve this unopened right of way, and this isolated segment of the corridor has no strategic value to the State as a transportation corridor, The City of Des Moines requests that it be turned back to the local jurisdiction to be used for road and transportation purposes, while protecting the identified critical areas within this corridor.

Should you have any questions regarding this request, please contact City Manager Tony Piasecki at (206) 870-6550 or our management lead, Dan Brewer, Transportation Manager, at (206) 870-6581 or by e-mail at dbrewer@desmoineswa.gov.

We look forward to hearing from you soon.

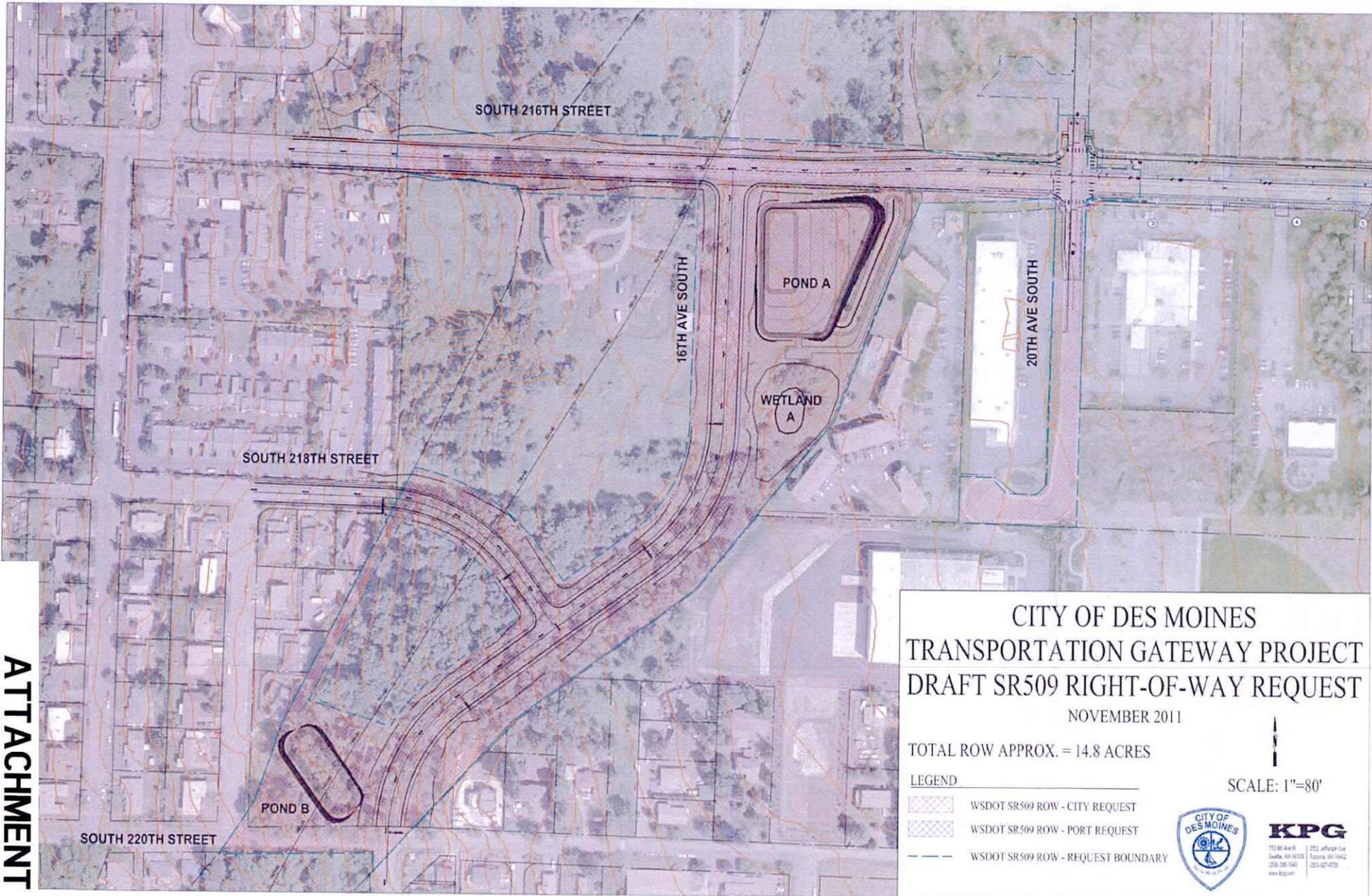
Sincerely,



Bob Sheckler
Mayor

Attachments: Illustrations 1-4, *Highest and Best Use Analysis of Historic SR 509 Corridor*, Fehr & Peers- Mirai, 2009

c: Senator Karen Keiser
Representative Dave Upthegrove
Representative Tina Orwall
Senator Tracey Eide
Representative Mark Miloscia
Representative Skip Priest
Des Moines City Council Members
Tony Piasecki, City Manager
Grant Fredricks, Planning, Building, and Public Works Director
Dan Brewer, Transportation Manager
Susan Everett, SR 509 Project Manager





**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

December 13, 2011

The Honorable Julia Patterson
Councilmember, District 5
Metropolitan King County Council
King County Courthouse
516 3rd Avenue, Room 1200
Seattle, WA 98104

Dear Councilmember Patterson: *Julia*

I am writing in response to your letter addressed to Mike Palazzo, Real Estate Services Manager, dated November 10, 2011. You request that the Washington State Department of Transportation (WSDOT) donate a portion of SR 509 unconstructed right of way to the City of Des Moines for its Barnes Creek Trail Project and to meet the objectives of the King County Conservation Futures Trust Fund Grant.

WSDOT pays fair market value for land it acquires for a highway purpose, e.g. the unconstructed SR 509 right-of-way. The funding for this acquisition comes from the Motor Vehicle Fund account which is governed by the state constitution, Article 2, Section 40 (Amendment 18). Pursuant to RCW 47.12.063, the legislature requires that WSDOT receive fair market value for surplus highway right of way conveyed for a non-highway purpose and that those monies be deposited into the Motor Vehicle Fund, thereby replenishing it for future highway projects. Unfortunately, recreational trails and open space benefitting the City of Des Moines and other local jurisdictions do not meet the state constitution's "highway purpose" criteria. Therefore, WSDOT must receive fair market value for the property requested by the City of Des Moines.

Further, I am unaware of any statute authorizing WSDOT to provide a 50% matching contribution to the Conservation Futures Trust Fund Grant. Even though WSDOT strongly supports the goals of the Lake to Sound trail system, we will not be able to contribute to the match required by this grant.

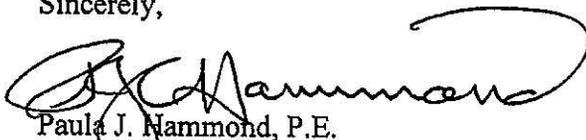
ATTACHMENT 6

The Honorable Julia Patterson
December 13, 2011
Page Two

WSDOT has declared as surplus the unused right of way that the City of Des Moines wishes to acquire for its recreational trail and open space purposes. WSDOT is ready to proceed with a conveyance of the land upon receipt of continued interest from the City of Des Moines even though we cannot "donate" the land in question. One of the tasks still remaining is an appraisal of the property to be conveyed, and as you indicate in your letter, due to wetlands, steep slopes and the property's isolated location, the value may be less onerous than other properties along this highway alignment.

Please feel free to give me a call or send me an e-mail if you have any questions or concerns. You may also contact Susan Everett, P.E., SR 509 Project Manager at (206) 805-5422 to discuss further.

Sincerely,



Paula J. Hammond, P.E.
Secretary of Transportation

PJH:jaa

cc: Jerry Lenzi, WSDOT
Lorena Eng, WSDOT
Susan Everett, WSDOT



**Washington State
Department of Transportation**

Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

December 9, 2011

Grant Fredricks, P.E.
Planning, Building and Public Works Director
City of Des Moines
21650 – 11th Avenue South
Des Moines, WA 98198–6317

Re: SR 509 Right-of-Way Transfer Request, City Application #2
Certified Mail: 91 7199 9991 7030 1825 6369

Dear Mr. Fredricks:

This letter is in response to your letter, dated July 27, 2010, and your second Real Estate Services Application for the acquisition of certain unconstructed SR 509 highway right of way between S. 216th Street and Kent–Des Moines Road. It is the intent of the City of Des Moines to construct a recreational trail and to maintain open space consistent with the adopted 2010 City of Des Moines Parks, Recreation and Senior Services Master Plan.

The Washington State Department of Transportation (WSDOT) has reviewed your second application and is pleased to inform you that it has declared as surplus the unconstructed highway right of way that the City of Des Moines wishes to acquire for its recreational trail and open space uses. As authorized by RCW 47.12.063, WSDOT may directly sell this property to the City of Des Moines. Unfortunately, WSDOT is not authorized to convey this unconstructed highway right of way, that was originally purchased at fair market value, for non–highway purposes without receipt of fair market value.

I believe that WSDOT Real Estate staff have previously explained to City staff that WSDOT pays fair market value for land it acquires for a highway purpose, such as for SR 509 and that the funding for this acquisition comes from the Motor Vehicle Fund account which is governed by the state constitution, Article 2, Section 40, Amendment – 18. Pursuant to RCW 47.12.063, the legislature requires that WSDOT receive fair market value for surplus highway right of way conveyed for a non–highway purpose and that those monies be deposited into the Motor Vehicle Fund, thereby replenishing it for future highway projects. Unfortunately, recreational trails and open space benefitting the City of Des Moines and other local jurisdictions do not meet the state constitution’s “highway purpose” criteria. Therefore, WSDOT must receive fair market value for the property requested by the City of Des Moines.

There remain numerous steps to complete before WSDOT may convey this surplus highway property, but WSDOT staff will continue to work with you to move this process forward. One of the tasks still remaining is an appraisal of the property to be conveyed, and due to wetlands, steep slopes and the property’s isolated location, the value may be less onerous than other properties along this highway alignment.

ATTACHMENT 7

We also like to thank the City of Des Moines for its continuing participation in the I-5 / SR 509 project. If you have technical and engineering questions, please contact Ms. Susan Everett P.E., SR 509 Project Manager at 206-805-5422. For questions regarding the transfer of this surplus highway property, please give me a call at 360-705-7301.

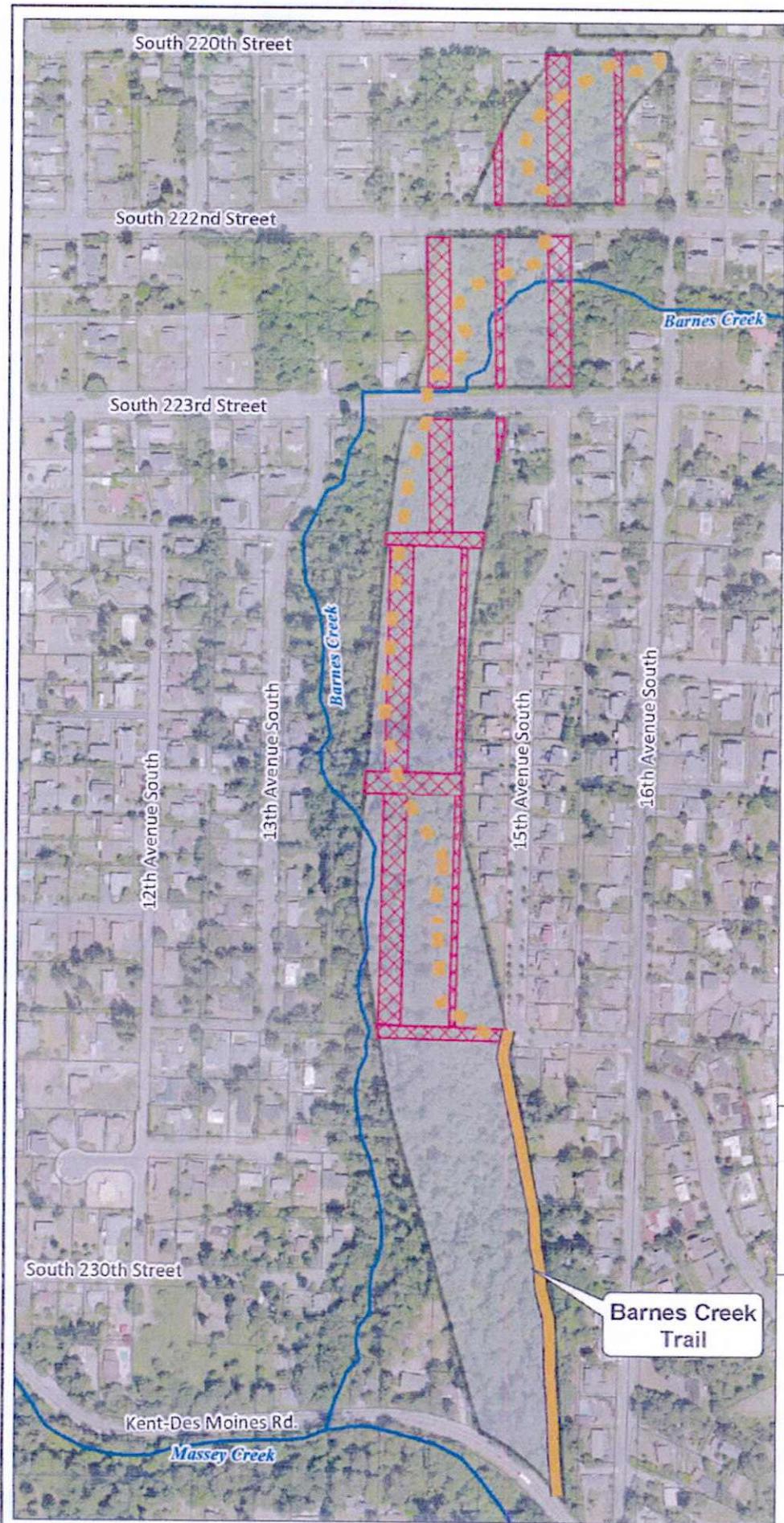
Sincerely,



David Yoon
HQ Property Management

DY/CT

cc: Susan Everett, Project Development Engineer, WSDOT
Dan Brewer, Assistant Public Works Director, City of Des Moines
Leonard Madsen, Transportation Project Manager, City of Des Moines
Peter Alm, WSDOT, Northwest Region



**Historic
State Route 509**
Segments 2 and 3

- Legend**
- Historic SR-509 Boundaries
 - Historic Platted Rights-of-Way
 - Existing Trail
 - Proposed Trail Alignment



21630 11th Ave S
Des Moines, WA 98198-6398
PHONE: (206) 878-4595 | FAX: (206) 870-7226
WEB: <http://www.desmoineswa.gov>

Map Generated: March 22, 2011
Printed at City of Des Moines Development Services



**2012 - 2017 CAPITAL IMPROVEMENT PLAN
Transportation CIP Fund**

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Transportation	PROJECT NO.	319.345
PROJECT	Barnes Creek Trail/ SR 509 Right-of-Way Acquisition	Project Type:	
		Council Goals met:	2, 4, 5, 10
		Council Objectives met:	
		Project Status	Design
LOCATION	SR 509 Right-of-Way from South 216th Street to Kent Des Moines Road		
DESCRIPTION:	Based on the results of the SR 509 highest and best use study, work with the WSDOT to acquire the right of way. The cost to acquire the property is not included in this project.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY 09 Act	FY 10 Act	FY 11 Est	FY 11 Amend ¹	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17
ADMIN (CITY STAFF)	\$ 146,289		\$ 16,289	\$ 25,000	\$ 25,000	\$ 25,000	\$ 50,000	\$ 30,000			
CIP PROJ MANAGEMENT	20,000			-	5,000	-	10,000	10,000			
DESIGN / ENGINEERING	495,000			25,000		20,000	400,000	50,000			
SURVEYS/APPRAISALS/CULTURAL RESOURCES	150,000			20,000	45,000	30,000	100,000				
LAND	675,000			-	800,000	675,000					
LAND - WSDOT (Portion of Seg. 1)				1,360,000							
BUILDINGS	-										
IMPROVEMENTS	-										
INSPECTION	-										
CONTINGENCY	-			-	243,700	-					
OTHER - WSDOT, etc	30,000			10,000	10,000	20,000					
TOTAL	\$ 1,516,289		\$ 16,289	\$1,440,000	\$ 1,128,700	\$770,000	\$ 560,000	\$ 90,000			

FUNDING SOURCES	TOTAL	FY 09 Act	FY 10 Act	FY 11 Est	FY 11 Amend	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17
Transportation CIP Fund	\$ 16,289		\$ 16,289	\$ -	\$ 28,700	\$ -	\$ -	\$ -			
RCO (unconfirmed)	-				500,000						
LAND - WSDOT (Portion of Seg. 1)				1,360,000							
King County Conservation Grant 2010 (Confirmed)	500,000			-	500,000	500,000					
King County Conservation Grant 2011 (Confirmed)	50,000					50,000					
King County Conservation Grant (Unconfirmed)	-					-					
King County Trail Levy (Confirmed trail)	300,000			80,000	100,000	220,000					
CMAQ (Unconfirmed)	650,000						560,000	90,000			
TOTAL	\$ 1,516,289		\$ 16,289	\$1,440,000	\$ 1,128,700	\$770,000	\$ 560,000	\$ 90,000			

¹Excludes FY 11 Amd

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT Draft Ordinance for Complete Streets

AGENDA OF: February 9, 2012

ATTACHMENTS:

- 1. Draft Ordinance 11-110
- 2. Example Photo: South 216th Street - MVD to 11th Ave South Project

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: January 30, 2012

CLEARANCES:

- Legal PB
- Finance CP
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works HA
- Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: HA

Purpose and Recommendation:

The purpose of this Agenda Item is to seek City Council authorization to add a new chapter in Title 12 of the DMMC establishing a policy relating to bicycle, pedestrian, and transit facilities along City streets.

Suggested Motions

Motion: "To suspend Rule 26(a) in order to enact Draft Ordinance No. 11-110 on first reading."

Motion: "To enact Draft Ordinance No. 11-110 adding a new chapter to Title 12 of the DMMC establishing a policy relating to bicycle, pedestrian, and transit facilities along city streets."

Background:

As a part of the recent HEAL grant work, one of the deliverables was to present a "Complete Streets" ordinance to the City Council for consideration. In late 2003, the term "Complete Streets" was coined by America Bikes, a coalition of leaders from the bicycle community, as they developed a new policy initiative. The Complete Streets concept was defined by America Bikes as a policy that "ensures that the entire right-of-way is routinely designed and operated to enable safe access for all users. Pedestrians, bicyclists, motorists and transit riders of all ages and abilities must be able to safely move along and across a complete street." A variety of practitioner organizations and stakeholder interest groups were

invited to join the newly created Complete Streets Task Force. This task force evolved in 2006 into the National Complete Streets Coalition.

Recently, a new section in the Revised Code of Washington Chapter 47.04.257 was enacted by the Washington State Legislature through the creation of a complete streets grant program within the Washington State Department of Transportation's Highways and Local Programs Division. Grant funds will be available only to cities who have a "complete streets" ordinance or resolution passed by the local governing agency.

The Draft Complete Streets Ordinance was discussed at the June 2, 2011 Public Safety and Transportation Committee meeting.

Discussion:

The Complete Streets Ordinance does not require the City to construct curbs, gutters, sidewalks, bike lanes, and/or transit facilities on each and every street. That would not be practical or even financially feasible. The Ordinance merely indicates a policy that the City will consider all roadway users in the planning, design, and construction of its transportation facilities.

It is the opinion of staff that the City has been implementing the principles of the complete streets ordinance for many years. This is evidenced by the recent update of the City's Comprehensive Transportation Plan (CTP) in which the City went to great lengths to plan for transportation infrastructure for all roadway users including pedestrians, bicyclists, transit riders, and motorists. The City's current Street Standards as well as the Draft Street Design and Construction Standards are also consistent with the goals of a complete streets policy and therefore would not create a significant change in the design or construction of new City transportation infrastructure. This is evidenced by the City's most recent improvement project on South 216th Street between Marine View Drive and 11th Avenue South (refer to photo in Attachment 2). These improvements included sidewalks on both sides, bike lanes, increased roadway capacity and safety, improved transit stops, and increased landscaping where possible. This newly constructed street is indicative of what the City envisions for its arterial street system.

Having a "complete streets" ordinance within the Des Moines Municipal Code (DMMC) will enable the City to compete for potential grant funds from the State's Highways and Local Programs Division to continue making infrastructure improvements like the recently completed South 216th Street between Marine View Drive and 11th Avenue South.

Alternatives:

The Council could choose to not to approve the suggested motions. Without a "complete streets" ordinance within the DMMC, staff will not be able to apply for potential grant funds with the State's complete streets grant program.

Financial Impact:

Approving this Ordinance will create no negative financial impact to the City.

Recommendation/Conclusion:

Staff recommends suggested motion(s).

Concurrence:

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

TRANSPORTATION'S FIRST DRAFT 1/25/2012

DRAFT ORDINANCE NO. 11-110

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to bicycle, pedestrian, and transit facilities along City streets, establishing a policy, and codifying a new chapter in Title 12 DMMC.

WHEREAS, walking and biking are non-motorized travel modes that can enhance health through physical activity and help to reduce air and water pollution, and

WHEREAS, a variety of users share limited space within the right-of-way including motor vehicles, public transit, bicycles, and pedestrians, and

WHEREAS, the Growth Management Act requires that the Comprehensive Plan Transportation Element include a pedestrian and bicycle component [RCW 36.70A.070(6)(vii)] that identifies and designates planned improvements for pedestrian and bicycle facilities and corridors that address and encourage enhanced community access and promote healthy lifestyles, and

WHEREAS, the Des Moines Comprehensive Plan goals include providing safe and environmentally friendly transportation while emphasizing transportation choices, and

WHEREAS, the City Council desires to design and maintain streets to allow for all transportation modes when practical, and

WHEREAS, RCW 47.04.257 was recently enacted by the Washington State Legislature through the creation of a Complete Streets Grant Program within the Washington State Department of Transportation's Highways and Local Programs Division to encourage street designs that safely meet the needs of all users and also protect and preserve a community's environment and character, and

WHEREAS, the topic of a Complete Streets Ordinance was discussed at the June 2, 2011 and February, 2012 Public Safety and Transportation Committee meetings, now therefore,

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

ATTACHMENT 1

Sec. 1. A new chapter is added to Title 12 DMMC entitled "*Bicycle, pedestrian, and transit facilities in the right-of-way*", to read as follows:

(1) Definitions.

(a) Use of words and phrases. As used in this Ordinance, unless the context or subject matter clearly requires otherwise, the words or phrase defined in this section shall have the indicated meaning.

(b) "Complete street" means an improved roadway that provides accommodations and transportation improvements with all users in mind, including motorists, pedestrians, bicyclists, and public transit users.

(2) Complete street principles and goals.

(a) Bicycle and pedestrian ways shall be designed and built in accordance with the City's Comprehensive Transportation Plan, and Street Design and Construction Standards.

(b) Bicycle and pedestrian facilities should be accommodated in the planning, design, and construction of transportation facilities and transportation plans when feasible.

(c) Transit facilities should be accommodated in the planning, design, and construction of transportation facilities when feasible and coordinated with transit providers. Transit facilities should be incorporated into transportation plans, projects, standards and programs.

(d) Complete Streets should be designed and constructed in such a manner that they complement the context of the surrounding neighborhoods, providing a balance of adequate facilities for bicyclists, pedestrians, transit users and persons of all abilities.

(e) Street connectivity is encouraged to create a comprehensive, integrated, connected roadway network for all transportation modes.

(3) Exemptions.

(a) Notwithstanding the provisions of section 2 of this Ordinance, bicycle, pedestrian, and public transit facilities are not required to be established:

(i) Where their establishment would be contrary to public safety.

(ii) When the cost would be excessively disproportionate to the need or probable use.

(iii) Where there is no identified need.

(b) All exceptions shall be approved by the Planning, Building and Public Works Director.

Sec. 2. Codification. Section 1 of this Ordinance shall be codified as a new chapter in Title 12 DMMC entitled "*Bicycle, pedestrian, and transit facilities in the right-of-way*".

Sec. 3. Severability - Construction.

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

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

Sec. 4. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

Ordinance No. ____
Page 4 of 4

PASSED BY the City Council of the City of Des Moines this
____ day of _____, 2012 and signed in authentication
thereof this ____ day of _____, 2012.

M A Y O R

APPROVED AS TO FORM:

Assistant City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____



ATTACHMENT 2



ATTACHMENT 2



ATTACHMENT 2



ATTACHMENT 2









ATTACHMENT 2

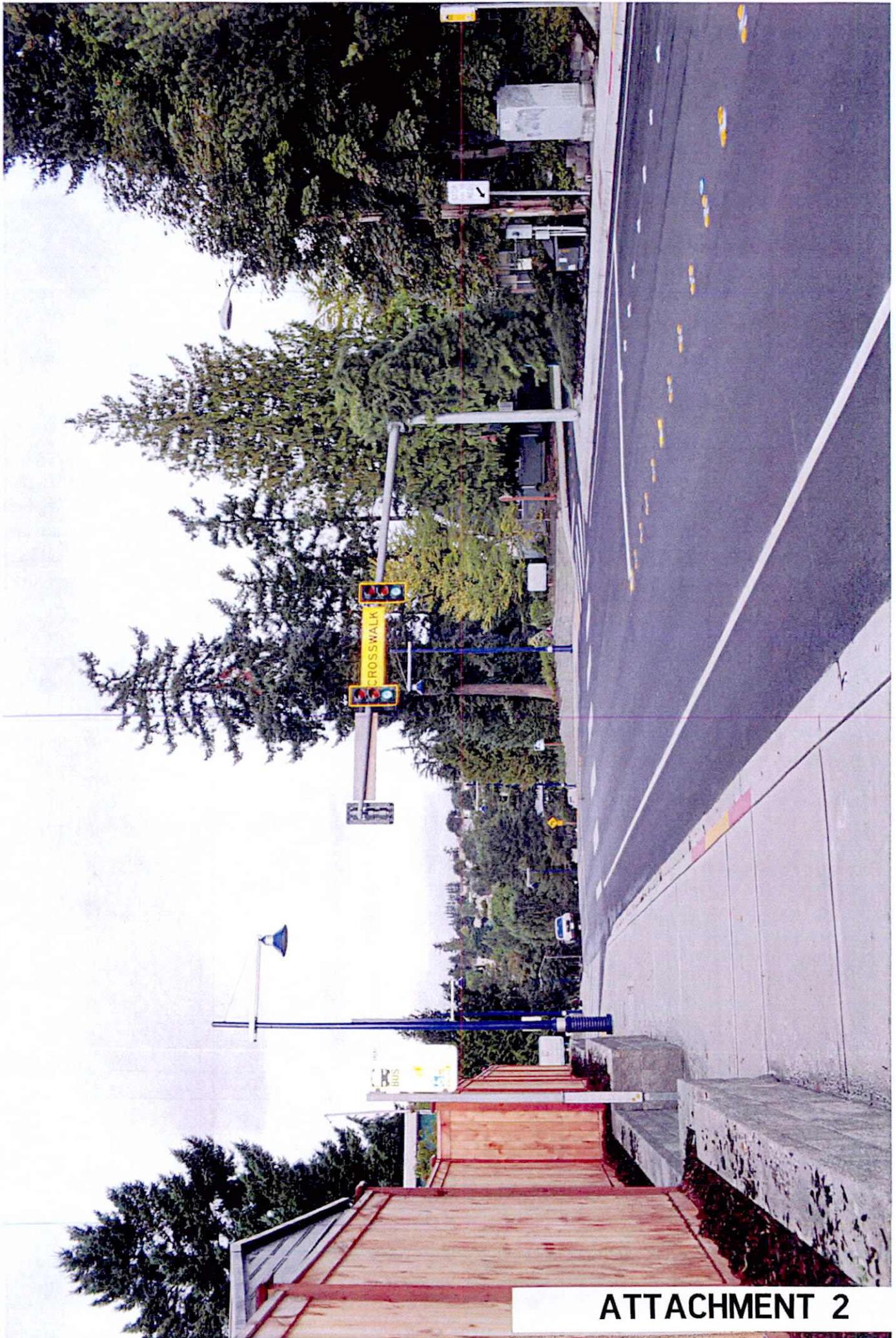
















AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT Draft Ordinance for Complete Streets

AGENDA OF: February 9, 2012

ATTACHMENTS:

- 1. Draft Ordinance 11-110
2. Example Photo: South 216th Street - MVD to 11th Ave South Project

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: January 30, 2012

CLEARANCES

- [X] Legal PB
[X] Finance CP
[] Marina N/A
[] Parks, Recreation & Senior Services N/A
[X] Planning, Building & Public Works AA
[] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation:

The purpose of this Agenda Item is to seek City Council authorization to add a new chapter in Title 12 of the DMMC establishing a policy relating to bicycle, pedestrian, and transit facilities along City streets.

Suggested Motions

Motion: "To suspend Rule 26(a) in order to enact Draft Ordinance No. 11-110 on first reading."

Motion: "To enact Draft Ordinance No. 11-110 adding a new chapter to Title 12 of the DMMC establishing a policy relating to bicycle, pedestrian, and transit facilities along city streets."

Background:

As a part of the recent HEAL grant work, one of the deliverables was to present a "Complete Streets" ordinance to the City Council for consideration. In late 2003, the term "Complete Streets" was coined by America Bikes, a coalition of leaders from the bicycle community, as they developed a new policy initiative. The Complete Streets concept was defined by America Bikes as a policy that "ensures that the entire right-of-way is routinely designed and operated to enable safe access for all users. Pedestrians, bicyclists, motorists and transit riders of all ages and abilities must be able to safely move along and across a complete street." A variety of practitioner organizations and stakeholder interest groups were

invited to join the newly created Complete Streets Task Force. This task force evolved in 2006 into the National Complete Streets Coalition.

Recently, a new section in the Revised Code of Washington Chapter 47.04.257³²⁰ was enacted by the Washington State Legislature through the creation of a complete streets grant program within the Washington State Department of Transportation's Highways and Local Programs Division. Grant funds will be available only to cities who have a "complete streets" ordinance or resolution passed by the local governing agency.

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It is the opinion of staff that the City has been implementing the principles of the complete streets ordinance for many years. This is evidenced by the recent update of the City's Comprehensive Transportation Plan (CTP) in which the City went to great lengths to plan for transportation infrastructure for all roadway users including pedestrians, bicyclists, transit riders, and motorists. The City's current Street Standards as well as the Draft Street Design and Construction Standards are also consistent with the goals of a complete streets policy and therefore would not create a significant change in the design or construction of new City transportation infrastructure. This is evidenced by the City's most recent improvement project on South 216th Street between Marine View Drive and 11th Avenue South (refer to photo in Attachment 2). These improvements included sidewalks on both sides, bike lanes, increased roadway capacity and safety, improved transit stops, and increased landscaping where possible. This newly constructed street is indicative of what the City envisions for its arterial street system.

Having a "complete streets" ordinance within the Des Moines Municipal Code (DMMC) will enable the City to compete for potential grant funds from the State's Highways and Local Programs Division to continue making infrastructure improvements like the recently completed South 216th Street between Marine View Drive and 11th Avenue South.

Alternatives:

The Council could choose to not to approve the suggested motions. Without a "complete streets" ordinance within the DMMC, staff will not be able to apply for potential grant funds with the State's complete streets grant program.

Financial Impact:

Approving this Ordinance will create no negative financial impact to the City.

Recommendation/Conclusion:

Staff recommends suggested motion(s).

Concurrence:

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

TRANSPORTATION'S FIRST DRAFT 1/25/2012

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WHEREAS, the City Council desires to design and maintain streets to allow for all transportation modes when practical, and

WHEREAS, RCW 47.04.³³⁰257 was recently enacted by the Washington State Legislature through the creation of a Complete Streets Grant Program within the Washington State Department of Transportation's Highways and Local Programs Division to encourage street designs that safely meet the needs of all users and also protect and preserve a community's environment and character, and

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(a) Notwithstanding the provisions of section 2 of this Ordinance, bicycle, pedestrian, and public transit facilities are not required to be established:

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(ii) When the cost would be excessively disproportionate to the need or probable use.

(iii) Where there is no identified need.

(b) All exceptions shall be approved by the Planning, Building and Public Works Director.

Sec. 2. Codification. Section 1 of this Ordinance shall be codified as a new chapter in Title 12 DMMC entitled "*Bicycle, pedestrian, and transit facilities in the right-of-way*".

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

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Sec. 4. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

Ordinance No. ____
Page 4 of 4

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 2012 and signed in authentication thereof this ____ day of _____, 2012.

M A Y O R

APPROVED AS TO FORM:

Assistant City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____



ATTACHMENT 2



ATTACHMENT 2





ATTACHMENT 2



ATTACHMENT 2

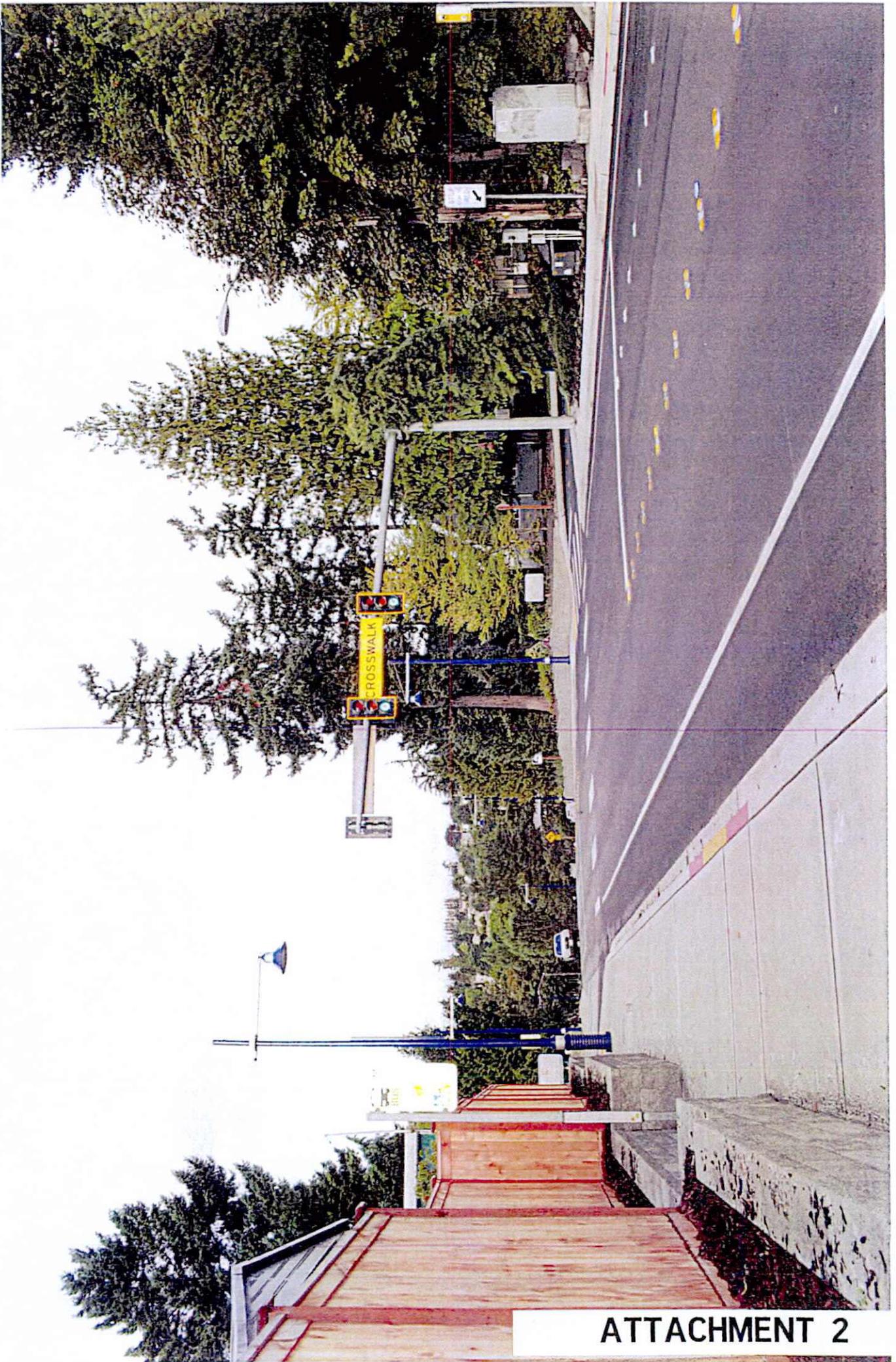




ATTACHMENT 2

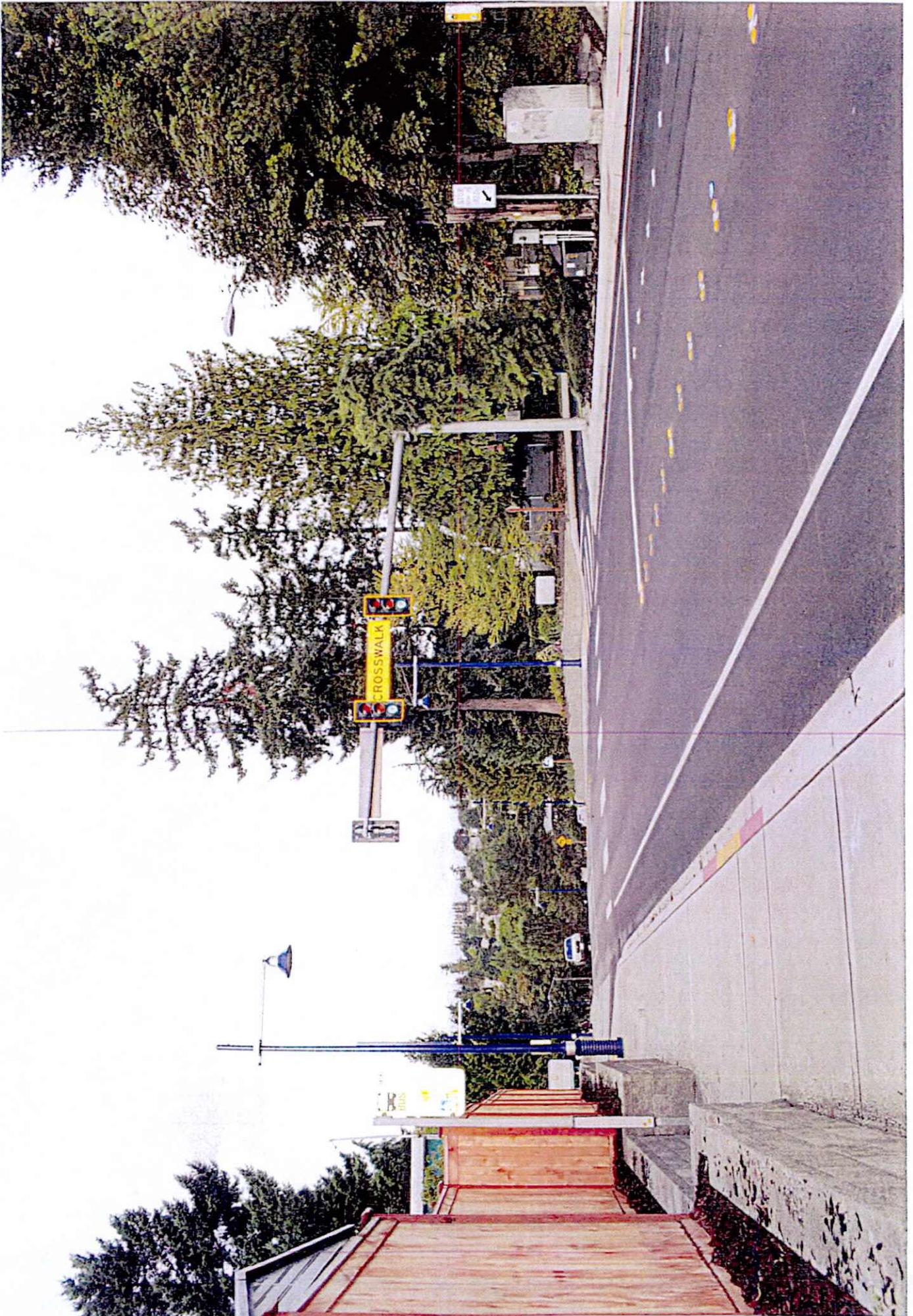


ATTACHMENT 2









ATTACHMENT 2







