

REGULAR MEETING  
DES MOINES CITY COUNCIL

July 12, 2012 - 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CORRESPONDENCE

COMMENTS FROM THE PUBLIC:

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

CONSENT CALENDAR

Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes of the meetings of June 28, 2012

Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers described as follows:

Claim checks **\$412,430.63**

Payroll fund transfers in the total amount of **\$491,426.47**

Total certified Wire Transfers, Voids, A/P & Payroll vouchers are **\$903,857.10**

Item 3: AWARD OF REDONDO HEIGHTS PIPE PROJECT CONTRACT

Motion is to award the construction contract for the Redondo Heights Storm Sewer Replacement project to Pacific Coats General, LLC, in the amount of \$334,506.08, plus a 10% contingency and further to authorize the City Manager to sign said contract

Item 4: JOINT MINOR HOME REPAIR PROGRAM INTERLOCAL AGREEMENT

Motion is to authorized the City Manager to sign the Interlocal Agreement between the Cities of SeaTac, Des Moines, Covington, Pacific and Tukwila for the 'Minor Home Repair Program' for 2012 through May 31, 2013.

Item 5: TRANSPORTATION GATEWAY PROJECT: 216<sup>TH</sup> AVE S RIGHT-OF-WAY ACQUISITION: USPS – PARCEL 3

Motion is to approve and accept the Public Use and Temporary Construction Easement for Parcel Number 092204-9077, the Des Moines Post Office, purchasing a 176 square foot permanent sidewalk easement in the amount of \$1,085.92, a 44 square food Slope Easement in the amount of \$67.87, for a total of \$1,154.00 (rounded to the nearest dollar), an administrative settlement and processing fee in the amount of \$2,500, for a grant total of \$3,654.00, plus reasonable closing costs, and to authorizes the City manager to sign the Public Use and Temporary Construction Easement and Real Property

*Double check  
X amplify  
AND  
re card  
4 3 sign up sheets:  
2 put comments for  
public  
Woodmont/Redondo  
@ that item time  
all other @ beginning  
public hearing*

Voucher Agreement substantially in the form as submitted and accept the easement on behalf of the City of Des Moines.

PUBLIC HEARING

1. 2013-2018 6-YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) ADOPTION  
Staff Presentation: Assistant Transportation Director Dan Brewer

NEW BUSINESS

1. DRAFT RESOLUTION 12-092, ENVIRONMENTAL STEWARDSHIP  
Staff Presentation: Assistant Transportation Director Dan Brewer
2. WOODMONT/REDONDO POLICY DISCUSSION  
Joint Inter-Departmental Staff Presentation

*allow comment first  
100 copies of woodmont  
incl Patricia piece*

NEXT MEETING DATE July 19, 2012, City Council Regular Meeting

ADJOURNMENT

# Consent Agenda Item #1

## REGULAR MEETING DES MOINES CITY COUNCIL

June 28, 2012 - 7:00 p.m.

CALL TO ORDER - Mayor Kaplan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE – The flag salute was led by Mayor Pro-Tem Matt Pina

### 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 Attorney Tim George; Assistant City Manager Lorri Ericson; Planning Building and Public Works Director Grant Fredricks; Interim Police Chief John O'Leary; Parks Recreation and Senior Services Director Patrice Thorell; Development Services Manager Robert Ruth; Senior Planner Jason Sullivan; Senior Services Manager Sue Padden; Associate Transportation Engineer Brandon Carver; Court Administrator Jennifer Johnson; City Clerk Sandy Paul;

### COMMENTS FROM THE PUBLIC:

Dan Kirkland, 21030 3<sup>rd</sup> Avenue South, commented on a letter he sent to council regarding ROW requirements on new developments. Because his lot lines were vacated in 1904, the regulations prevent him from dividing his double lot without installing curb gutter and sidewalk even without short or long term plans for them anywhere in the neighborhood. He asked the City Council for relief.

### BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

Councilmember Scott

- Encouraged everyone to come to the farmer's market each Saturday
- Announced a grand rededication of the Auditorium at Beach Park from 5-7 p.m. on July 11

Councilmember Sheckler

- Commented from the *776 Stupidest Things Ever Said by Politicians*

Councilmember Burrage

- As the Des Moines representative to the South King County Transportation Board (SKTBd) she attended the meeting where the topic of discussion was inviting the Port of Tacoma and some additional Chambers of Commerce to participate but without voting rights

Mayor Pro-Tem Pina

- Reminded everyone that the 4<sup>th</sup> of July is next week and the Marina will be a busy place

Councilmember Musser

- Commented on the recent Marina Stakeholders Committee meeting where several land use options were discussed.

Councilmember Caldwell

- Commented that an arena in Des Moines or elsewhere would be a good means to stimulate business in the surrounding cities. A good location might be west of the airport where there is no development

## PRESIDING OFFICER'S REPORT

- Mayor Kaplan *cut the ribbon* and opened Super Bowl Pho last week. He is proud to take part in other business openings as well
- Recognized two longtime city employees retiring: Linda Wright, who has worked in Des Moines as Administrative Assistant in the Public Works Department for 12 years, and John O'Leary, Interim Police Chief, who is ending a 33 year police career
- At the July 5 City Council meeting several emerging issues will be covered on the agenda: Sound Transit, a Pavement Overlay program, and the Marina District Design Theme and Incentives
- The July 12 City Council meeting will be held at the Woodmont Elementary gymnasium. There will be a discussion about the Woodmont/Redondo area. South end Des Moines residents are strongly urged to attend
- The CEO of Highline Community Hospital informed the mayor of its intended merger with Franciscan Hospitals

## ADMINISTRATION REPORTS

- City Manager Piasecki met with Dan Kirkland about the street improvements to his and his brother's double lot. The City Manager has no administrative flexibility with a variance or any other means to relax standards. Councilmember Sheckler commented that Mr. Kirkland made a good case in his plea to the City Council.
- A grant request was submitted to RCO to refurbish the Dining Hall and Des Moines made the list. Project budget is \$900,000. The grant is for \$750,000. Cost estimates have been pared back to make it possible to do this work if the grant is received
- Insurance with WCIA will go down next year \$35,000 due to fewer claims and a lower number of worker hours being reported
- Retirement of two longtime employees: Linda Wright and John O'Leary. Linda did all the notebooks that were carried to Washington, D. C., and enabled the grant to complete the Marina District Water Line project now completed by Water District 54. John will have to make a presentation tonight on his second to the last night of his career.
- A Capital Improvement Program Update was provided by Planning Building Public Works Director Grant Fredricks.

## ACTION/DIRECTION

Councilmember Sheckler moved to recommend that staff look into building some flexibility into the Code regarding the requirement of sidewalks in neighborhoods where none have ever existed and are not planned for the near or distant future; second by Councilmember Musser. The motion passed, 7-0.

## CONSENT CALENDAR

### Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes of the meetings of June 7, 2012

### Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers described as follows: (A second list of vouchers was submitted containing the correct check numbers).

Claim checks **\$702,261.05**

Payroll fund transfers in the total amount of **\$433,414.24**

Total certified Wire Transfers, Voids, A/P & Payroll vouchers are **\$1,135,675.29**

### Item 3: MAYORAL APPROVAL OF APPOINTMENT OF VIC ANDERSON TO THE SENIOR SERVICES ADVISORY COMMITTEE

Motion is to confirm the Mayoral appointment of Victor Anderson to a four-year term on the Senior Services Advisory Committee, effective June 29, 2012 and expiring on December 31, 2015.

### Item 4: EXTENSION OF JANITORIAL SERVICES CONTRACT

Motion is to approve the Addendum/Amendment to the contract with American Building Services for janitorial services for City owned buildings extending it through December 31, 2014 at an estimated cost of \$115,000 per year, and additionally to authorize the City Manager to sign the Contract Addendum/Amendment substantially in the form as submitted.

Item 5 DRAFT RESOLUTION 12-019 SETTING THE HEARING DATE TO CONSIDER AMENDMENTS TO THE BUSINESS PARK ZONE (CHAPTER 18.25 DMMC)

Motion is to adopt Draft Resolution No. 12-019 setting a public hearing on July 26, 2012 to consider Draft Ordinance 12-019 amending the Business Park Zone codified as Chapter 18.25 DMMC.

Item 6: CONTRACT AMENDMENT FOR CONSULTING SERVICES FOR AUDITORIUM/BEACH PARK PROJECTS

Motion is to approve the Amendment to the Consultant Agreement for Owner's Representative Services between the City of Des Moines and David A. Clark Architects, PLLC in the amount of up to \$38,600, thereby bringing the contract amount to a total of \$68,600, plus a 10% contingency and authorize the City Manager to sign the Amendment substantially in the form as submitted.

Councilmember Mussed moved approval of the Consent Agenda; Mayor Pro-Tem Pina, second. The motion passed, 7-0.

#### PUBLIC HEARING

##### 1. MODIFYING FENCE REGULATIONS IN RESIDENTIAL ZONES

Mayor Kaplan opened the public hearing at 7:35 p.m.

Development Services Manager Robert Ruth provided a PowerPoint presentation and explained the City's Fence Code which contains five fundamental key features.

Mayor Kaplan read the rules of the Public Hearing into the record.

Mark Eide, 28023 Redondo Beach Drive, spoke about the Fence Code. It is important for the safety of the Redondo community to have the Council consider some changes to the current Fence Code that was written in 1959 and has not been amended since then.

Mayor Kaplan called three times for anyone else wishing to speak. No one came forward.

Staff clarified that the new ordinance covers both single family and multifamily residential homes, as requested by Mr. Eide.

Mayor Kaplan closed the Public Hearing at 8:02 p.m.

#### ACTION/DIRECTION

Councilmember Musser moved to suspend Council Rule 26 (a) allowing the City council to take action on Draft Ordinance No. 12-059 on first reading; Mayor Pro-Tem Pina, second. The motion passed 7-0.

Councilmember Musser moved to adopt Draft Ordinance No. 12-059 adding new definitions for fence types and amending Section 18.40.150 DMMC, except to amend and consolidate Sections 18.40.150.3, 18.40.150.4, and 18.40.150.5 DMMC, into one section, and changing setback and height requirements for fences in residential zones; Mayor Pro-Tem Pina, second. The motion passed, 7-0.

Mayor Kaplan read the ordinance as approved into the record.

#### OLD BUSINESS

##### 1. Second Reading of Draft Ordinance 12-026 – Institutional Campus Zone

Senior Planner Jason Sullivan addressed the Institutional Campus Zone in prefacing remarks.

#### ACTION/DIRECTION

Councilmember Sheckler moved to adopt Draft Ordinance No. 12-026 amending the Zoning Code, Title 18 DMMC by adding a new chapter entitled Institutional Campus Zone; Mayor Pro-Tem Pina, second. Mayor Kaplan offered a friendly amendment, acceptable to both maker and seconder, which includes *Amendment 1 as provided in Attachment 2 to the June 28, 2012 Agenda item – Administrative Amendments to Master Plans*. The motion passed as amended, 7-0.

Mayor Kaplan read the ordinance as approved into the record

NEW BUSINESS

1. School Zone Speed Enforcement

Police Chief John O'Leary discussed school zone safety and automated speed enforcement and expanding it to Midway Elementary/Pacific Middle School.

ACTION/DIRECTION

Councilmember Sheckler moved to approve the continuation of the Automated Speed Enforcement program at Woodmont Elementary with American Traffic Solutions under the terms of the previously authorized contract agreement; Mayor Pro-Tem Pina, second. The motion passed, 6-1. Councilmember Caldwell voted *no*.

Councilmember Sheckler moved to expand the Automated Speed Enforcement (ASE) project to the Midway Elementary/Pacific Middle School zone on 24<sup>th</sup> Avenue South; Mayor Pro-Tem Pina, second. The motion passed, 6-1. Councilmember Caldwell voted *no*.

Councilmember Sheckler moved to authorize the City Manager to enter into a contract Amendment/Addendum with American Traffic Solutions (ATS) for a four year ASE program commencing with a 30 day warning period for school zone speed limit violations at Midway Elementary/Pacific Middle School on 24<sup>th</sup> Avenue South, substantially in the form and terms of the existing ATS contract; Mayor Pro-Tem Pina, second. The motion passed 6-1. Councilmember Caldwell voted *no*.

NEXT MEETING DATE                      July 5, 2012, City Council Regular Meeting

ADJOURNMENT

There being no further business to come before the City Council, Motion Councilmember Sheckler moved to adjourn; Mayor Pro-Tem Pina, second. The motion passed 7-0.

The meeting was adjourned at 8:35 p.m.

Respectfully submitted,

Sandy Paul CMC  
City Clerk

## Consent Agenda Item #2

**CITY OF DES MOINES**  
**Voucher Certification Approval**  
**12-Jul-12**

**Auditing Officer Certification**

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of July 12, 2012 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer.

Claims Vouchers:	Numbers				Amounts
Total A/P Checks/Vouchers	132771	-	132872	102	388,029.17
Electronic Wire Transfers	3	BOA VISA, DEPT OF REVENUE			25,663.96
<b>Subtotal for this Council Packet</b>					<b>413,693.13</b>
Voided Claim Checks this check run:	132827				(800.00)
Voided Claim Checks from <b>previous</b> check runs	131974				(462.50)
<b>Total Claims/Wire Transfers/Voids</b>					<b>412,430.63</b>

Payroll Vouchers:	DISBURSED 07/05/12				Amounts
Payroll Checks	17725	-	17765	= 41	36,139.38
Direct Deposit	270001	-	270135	= 135	287,048.18
Payroll Taxes					72,713.27
Wage/Garnishments					744.07
Voids				0	0.00
Electronic Wire Transfers					96,451.29
ICMA 401 Forfeitures					(1,669.72)
<b>Total Claims</b>					<b>491,426.47</b>
<b>Total certified Wire Transfers, Voids, A/P &amp; Payroll vouchers for July 12, 2012</b>					<b>903,857.10</b>

**A G E N D A I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Redondo Heights Culvert  
Replacement Project – Contract Award

ATTACHMENTS:

- 1. Construction Contract
- 2. Bid Tabulation
- 3. 2012 SWM CIP Project Budget
- 4. Amended budget as proposed May 17, 2012

FOR AGENDA OF: July 12, 2012

DEPT. OF ORIGIN: Planning, Building and  
Public Works

DATE SUBMITTED: June 29, 2012

CLEARANCES:

- Legal ph
- Finance ph
- Marina \_\_\_\_\_ N/A
- Parks, Recreation & Senior Services \_\_\_\_\_ N/A
- Planning, Building & Public Works WDR
- Police N/A
- Courts \_\_\_\_\_ N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this Agenda Item is to award the construction contract for the Redondo Heights Culvert Replacement Project. The bids have been reviewed by the Redondo Heights Condominium Association and they have authorized the City to proceed to award with Schedule 2 (the Association’s portion of the work) to the low bidder, Pacific Coast General. References have been made, and of the two bids received, staff recommends awarding the contract to Pacific Coast General.

**Suggested Motion**

**Motion: “I move to award the construction contract for the Redondo Heights Storm Sewer Replacement project to Pacific Coast General, LLC in the amount of \$334,506.08, plus a 10% contingency and further to authorize the City Manager to sign said contract.”**

### **Background**

The project is for the replacement of a 36-inch corrugated metal stream culvert that is located within the Redondo Heights Condominium parking lot that presently passes below the swimming pool and adjacent to the cabana before connecting to the recently replaced stream culvert system constructed in 2011 along Redondo Way. The project will replace this severely corroded corrugated metal pipe with a new concrete pipe and relocate the stream culvert around the swimming pool and cabana to Redondo Way. The project will also replace a corroded metal culvert that traverses Redondo Way and connects to the existing stream culvert in the vicinity of the pool. Upon completion of the project, all portions of the stream culvert that is on private property will be placed in a permanent public easement to ensure that maintenance is adequately being done to protect the stream culvert from becoming clogged and ensure debris is being removed at the inlet to this system.

At the May 17, 2012 Council meeting, an agreement between the Redondo Heights Condominium Association and the City was approved for sharing the cost of the project, because a portion of the existing stream culvert is located on private property and not located within a public drainage easement. The Association's share of the construction costs is shown as Schedule 2 (see Attachment 2 Bid Tabulation).

### **Discussion**

Only two bids were received for the project with a low bid of \$334,506.08 and a second bid of \$367,635.30. The low participation of bidders is likely due to the bidding the project late in the year and into the construction season, when a number of contractors already have projects scheduled. Even so, both bids received were lower than the engineer's estimate with the low bid of Pacific Coast General being about \$39,000 lower than the engineer's estimate. The low bid for City Schedule 1 is about \$18,000 below the engineer's estimate.

The contract time is 90 days. Work is anticipated to start late-July and be complete by the end of October.

### **Alternatives**

Council may choose to award Schedule 1 only or to reject all bids and rebid the project. Neither of these alternatives is recommended as the Redondo Heights Condominium Association has reviewed the bids and desires to proceed with Schedule 2 of the low bidder. Also, rejecting the bids would likely delay the project to next summer as construction in the late fall would result in higher construction costs for managing the creek peak flows (stream bypass) as well as other weather related issues.

### **Financial Impact**

The bid for City Schedule 1 in the amount of \$267,167 is below the budget (amended). The amended budget as proposed at the May 17, 2012 Council meeting includes \$285,000 for Schedule 1 improvements. See Attachment 4.

### **Recommendation or Conclusion**

Staff recommends awarding the construction contract to Pacific Coast General.

### **Concurrence**

The Redondo Heights Condominium Association has reviewed the bids and concurs with awarding the project to Pacific Coast General. The Legal Department has reviewed the contract documents and concurs with awarding the construction contract.



**PUBLIC WORKS CONTRACT**  
**BETWEEN CITY OF DES MOINES AND**  
**[Insert Contractor's Company Name]**

THIS CONTRACT is made and entered into this [Enter Day] day of [Enter Month], [Year], by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and [Insert Contractor's Co. Name] organized under the laws of the State of [Insert State Co. Formed Under], located and doing business at [Insert Contractor's Address, Phone Number, and Contact Person] (hereinafter the "Contractor").

**CONTRACT**

The parties agree as follows:

**I. DESCRIPTION OF WORK.**

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope and Schedule of Work, attached hereto and incorporated herein by reference.

**Redondo Heights Storm Sewer Replacement**

Work to be performed under this contract is as follows:

**Schedule 1:** Major items of work consist of removal/abandonment of 290 feet of 36-inch and 28 inch by 42-inch-diameter storm sewer piping; installation of 243 feet of 36-inch-diameter and 75 feet of 24-inch-diameter storm sewer piping, four manholes, and two catch basins including roadway, parking lot and sidewalk restoration.

**Schedule 2:** Major items of work include: removal/abandonment of 190 feet of 36-inch-diameter storm sewer piping; installation of 157 feet of 36-inch and 29 feet of 12-inch-diameter storm sewer piping, and three catch basins including parking lot restoration.

Standard Specifications for Road, Bridge and Municipal Construction, 2012, including the Division 1 APWA Supplement, prepared by the Washington State Department of Transportation and the American Public Works Association – Washington State Chapter.

This is a Public Works Project which is subject to Prevailing Wage and Sales Tax rules. A current City of Des Moines Business License is required for all contractors and subcontractors that perform work under this contract. These licenses shall be in place prior to the issuance of any Notice to Proceed. Retainage will be withheld.

The contract agrees to furnish all materials, tools, labor, equipment and other incidentals, and to perform all services and work as described in this Agreement and the contract documents, which consist of this Agreement and the following items, which are by this reference incorporated herein:

Exhibit A: Bid Documents

Exhibit B: Contract Documents  
Exhibit C: General Conditions  
Exhibit D: General Special Provisions  
Exhibit E: Amendments to the Standard Specifications  
Exhibit F: Special Provisions  
Appendix A: Wage Rates  
Contract Plans

a. Contractor represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for those items mentioned therein to be furnished by the City:

c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated.

In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) shall perform any changes in the work in accord with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Terms and provisions of the Contract
2. Addenda,
3. Proposal Form,
4. Special Provisions, including APWA General Special Provisions, if they are included,
5. Contract Plans,

6. Amendments to the Standard Specifications,
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
8. Contracting Agency's Standard Plans (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

**II. TIME OF COMPLETION.** The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit A attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within 90 calendar days. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI – Liquidated Damages of this contract.

**III. COMPENSATION.** The City shall pay the Contractor a total amount not to exceed [Insert maximum dollar amount to be paid for services. You may type out the dollar amount and place the numerical dollar amount in parentheses or you may just enter the numerical dollar amount.], plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A “Scope and Schedule of Work” is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.
- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. “Additional costs” shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.
- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A

WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

**IV. INDEPENDENT CONTRACTOR.** The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Planning, Building and Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

**V. TERMINATION.** The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this Contract.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Contract.

If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract until the Contract work is completed. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

**VI. LIQUIDATED DAMAGES.** This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City

employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of \$[enter amount] (compute the amount to be entered using the following formula  $0.15 \times \text{original contract amount} \div \text{original time for completion}$ . Delete this after computing the amount to enter) shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

**VII. PREVAILING WAGES.** Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

**VIII. HOURS OF LABOR.** Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

**IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS.** The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

**X. DAYS AND TIME OF WORK.** Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 7:00 p.m.  
Saturday, Sunday and Holidays: 8:00 a.m. to 5:00 p.m.

**XI. WORKERS' COMPENSATION.** The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers' Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.

The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

**XII. CHANGES.** The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

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

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

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

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

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Contractor's claim;
  2. The nature and circumstances that caused the claim;
  3. The provisions in this Contract that support the claim;
  4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
  5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.
- The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.
- C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

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

**XV. WARRANTY.** Upon acceptance of the contract work, Contractor must provide the City a warranty bond for one year in the amount of the contract value specified in Section III above and in a form acceptable to the City. In the event any defects are found within the first year, the warranty bond shall be extended for an additional year. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

**XVI. DISCRIMINATION.** In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

**XVIII. INSURANCE.** The Contractor shall, at least ten (10) days prior to the commencement of work, obtain and keep in force during the term of the Contract, insurance against claims for property

damage or personal injury which may arise from or in connection with the performance of the contract work by the Contractor, their agents, representatives, employees, or subcontractors as follows:

**No Limitation.** Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**B. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

### **C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance and Builders Risk:

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

### **D. Contractor's Insurance for Other Losses**

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

### **E. Waiver of Subrogation**

The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

### **F. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

#### **Verification of Coverage**

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

### **G. Subcontractors**

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request by the City, the Contractor shall provide evidence of such insurance.

**XIX. WORK PERFORMED AT CONTRACTOR'S RISK.** Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall

be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

**XX. BOND.** Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish a performance and payment bond to the City in the full amount of the bid with a surety company as surety, ensuring that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bond shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company providing such bond shall agree to be bound to the laws of the state of Washington, and subjected to the jurisdiction of the state of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bond is supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$35,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bond, elect to have the City retain 50% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

**XXI. DEBARMENT.** The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

**XXII. MISCELLANEOUS PROVISIONS.**

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

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract 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 JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. 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.

2. **Applicable Law and Jurisdiction.** This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XVII of this Contract.
- C. **Written Notice.** All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.
- D. **Assignment.** Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.
- E. **Modification.** No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- F. **Compliance with Laws.** The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.
- G. **Counterparts.** This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.
- H. **Business License.** Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.
- I. **Records Retention and Audit.** During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.
- J. **Entire Contract.** The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are



# Redondo Heights Storm Sewer Replacement

Bid opening: 06/27/2012 11:00 a.m.

## Bid Summary (Includes Sales Tax)

	Company	Sch. 1	Sch. 2	Total	
1	Pacific Coast General	\$ 267,166.86	\$ 67,339.22	\$ 334,506.08	* Apparent Low Bidder
2	Road construction Northwest	\$ 282,176.03	\$ 85,459.28	\$ 367,635.31	
	Engineer's Estimate	\$ 285,170.85	\$ 88,547.18	\$ 373,718.03	

**ATTACHMENT 2**

**Bid Tabulation**

<b>Project Name: Redondo Heights Storm Sewer Replacement</b>									
<b>Bid Opening: June 27, 2012</b>									
					<b>Engineer's Estimate</b>		<b>Bidder #1</b>		<b>Bidder #2</b>
					Parametrix, Inc.		Pacific Coast General, LLC		Road Construction North West, Inc.
					1019 39th Ave SE, Suite 100		PO Box 1577		PO Box 188
					Puyallup, WA 98374		Port Orchard, WA 98366		Renton, WA 98057
Bid Item	Bid Item Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>Schedule 1</b>									
1-1	Minor Changes	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1-2	Property Restoration	LS	1	\$3,000.00	\$3,000.00	\$4,300.00	\$4,300.00	\$5,000.00	\$5,000.00
1-3	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$33,750.00	\$33,750.00	\$22,000.00	\$22,000.00
1-4	Project Temporary Traffic Control	LS	1	\$3,000.00	\$3,000.00	\$9,500.00	\$9,500.00	\$3,000.00	\$3,000.00
1-5	Flaggers and Spotters	HR	250	\$40.00	\$10,000.00	\$33.00	\$8,250.00	\$47.00	\$11,750.00
1-6	Removal of Structures and Obstructions	LS	1	\$8,000.00	\$8,000.00	\$5,100.00	\$5,100.00	\$9,000.00	\$9,000.00
1-7	Remove/Abandon Storm Sewer System	LS	1	\$8,800.00	\$8,800.00	\$19,100.00	\$19,100.00	\$5,500.00	\$5,500.00
1-8	Potholing	EA	3	\$600.00	\$1,800.00	\$550.00	\$1,650.00	\$800.00	\$2,400.00
1-9	Flexible Pavement Removal	SY	955	\$8.00	\$7,640.00	\$5.00	\$4,775.00	\$9.00	\$8,595.00
1-10	Shoring or Extra Excavation Class B	LS	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00
1-11	Crushed Surfacing Top Course	TN	105	\$25.00	\$2,625.00	\$24.00	\$2,520.00	\$44.00	\$4,620.00
1-12	HMA CL. 1/2 In. PG 64-22	TN	175	\$120.00	\$21,000.00	\$170.00	\$29,750.00	\$125.00	\$21,875.00
1-13	Cold Mix	TN	50	\$80.00	\$4,000.00	\$105.00	\$5,250.00	\$125.00	\$6,250.00
1-14	CL. V Reinforced Concrete Sewer Pipe 24 In.	LF	75	\$125.00	\$9,375.00	\$90.00	\$6,750.00	\$150.00	\$11,250.00
1-15	CL. V Reinforced Concrete Sewer Pipe 36 In.	LF	243	\$300.00	\$72,900.00	\$121.00	\$29,403.00	\$225.00	\$54,675.00
1-16	Manhole Type 1 - 84 In. Diameter	EA	2	\$10,000.00	\$20,000.00	\$4,825.00	\$9,650.00	\$9,000.00	\$18,000.00
1-17	Manhole Type 1 - 96 In. Diameter	EA	2	\$12,000.00	\$24,000.00	\$6,500.00	\$13,000.00	\$15,000.00	\$30,000.00
1-18	Catch Basin Type 2 - 60 In. Diameter with Birdcage Trash Rack	EA	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00
1-19	Catch Basin Type 2 - 84 In.	EA	1	\$10,000.00	\$10,000.00	\$8,200.00	\$8,200.00	\$9,000.00	\$9,000.00
1-20	Removal and Replacement of Unsuitable Backfill	CY	30	\$45.00	\$1,350.00	\$56.00	\$1,680.00	\$75.00	\$2,250.00
1-21	Temporary 28 In. by 42 In. Sewer Bypass	LS	1	\$5,000.00	\$5,000.00	\$1,400.00	\$1,400.00	\$3,000.00	\$3,000.00
1-22	Temporary 36 In. Sewer Bypass	LS	1	\$5,000.00	\$5,000.00	\$21,100.00	\$21,100.00	\$2,500.00	\$2,500.00
1-23	Temporary Bypass Plan	LS	1	\$2,000.00	\$2,000.00	\$430.00	\$430.00	\$1,000.00	\$1,000.00
1-24	Foundation Material	CY	15	\$50.00	\$750.00	\$90.00	\$1,350.00	\$75.00	\$1,125.00
1-25	Erosion/Water Pollution Control	LS	1	\$3,000.00	\$3,000.00	\$3,900.00	\$3,900.00	\$3,500.00	\$3,500.00
1-26	Asphalt Concrete Wedge Curb	LF	150	\$4.00	\$600.00	\$6.00	\$900.00	\$5.00	\$750.00
1-27	Cement Concrete Traffic Curb and Gutter	LF	25	\$50.00	\$1,250.00	\$58.00	\$1,450.00	\$55.00	\$1,375.00
1-28	Raised Pavement Marker Type 1	EA	28	\$10.00	\$280.00	\$11.00	\$308.00	\$5.00	\$140.00
1-29	Raised Pavement Marker Type 2	EA	6	\$10.00	\$60.00	\$17.00	\$102.00	\$15.00	\$90.00
1-30	Paint Line	LF	150	\$4.00	\$600.00	\$2.00	\$300.00	\$3.00	\$450.00
1-31	Plastic Crosswalk Line	SF	40	\$10.00	\$400.00	\$28.00	\$1,120.00	\$15.00	\$600.00
<b>Subtotal Schedule 1 Bid:</b>					<b>\$260,430.00</b>		<b>\$243,988.00</b>		<b>\$257,695.00</b>
<b>Washington State Sales Tax (9.5%):</b>					<b>\$24,740.85</b>		<b>\$23,178.86</b>		<b>\$24,481.03</b>
<b>Total Schedule 1 Bid</b>					<b>\$285,170.85</b>		<b>\$267,166.86</b>		<b>\$282,176.03</b>
<b>Schedule 2</b>									
2-1	Property Restoration	LS	1	\$1,000.00	\$1,000.00	\$4,300.00	\$4,300.00	\$3,000.00	\$3,000.00
2-2	Mobilization	LS	1	\$2,000.00	\$2,000.00	\$10,800.00	\$10,800.00	\$4,500.00	\$4,500.00
2-3	Remove/Abandon Storm Sewer System	LS	1	\$2,000.00	\$2,000.00	\$6,700.00	\$6,700.00	\$4,500.00	\$4,500.00
2-4	Flexible Pavement Removal	SY	225	\$8.00	\$1,800.00	\$5.00	\$1,125.00	\$9.00	\$2,025.00
2-5	Shoring or Extra Excavation Class B	LS	1	\$1,000.00	\$1,000.00	\$2,200.00	\$2,200.00	\$1,000.00	\$1,000.00
2-6	Crushed Surfacing Top Course	TN	75	\$25.00	\$1,875.00	\$24.00	\$1,800.00	\$45.00	\$3,375.00
2-7	HMA CL. 1/2 In. PG 64-22	TN	40	\$120.00	\$4,800.00	\$177.00	\$7,080.00	\$125.00	\$5,000.00
2-8	CL. V Reinforced Concrete Sewer Pipe 12 In.	LF	29	\$60.00	\$1,740.00	\$42.00	\$1,218.00	\$80.00	\$2,320.00
2-9	CL. V Reinforced Concrete Sewer Pipe 36 In.	LF	157	\$300.00	\$47,100.00	\$102.00	\$16,014.00	\$225.00	\$35,325.00
2-10	Catch Basin Type 2 - 60 In. Diameter	EA	2	\$7,500.00	\$15,000.00	\$3,600.00	\$7,200.00	\$7,000.00	\$14,000.00
2-11	Catch Basin Type 1L	EA	1	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00
2-12	Removal and Replacement of Unsuitable Backfill	CY	10	\$45.00	\$450.00	\$56.00	\$560.00	\$75.00	\$750.00
2-13	Foundation Material	CY	10	\$50.00	\$500.00	\$90.00	\$900.00	\$75.00	\$750.00
<b>Subtotal Schedule 2 Bid:</b>					<b>\$80,865.00</b>		<b>\$61,497.00</b>		<b>\$78,045.00</b>
<b>Washington State Sales Tax (9.5%):</b>					<b>\$7,682.18</b>		<b>\$5,842.22</b>		<b>\$7,414.28</b>
<b>Total Schedule 2 Bid:</b>					<b>\$88,547.18</b>		<b>\$67,339.22</b>		<b>\$85,459.28</b>
<b>Total Bid (Schedules 1 and 2)</b>					<b>\$373,718.03</b>		<b>\$334,506.08</b>		<b>\$367,635.30</b>
Sealed bids were opened at the City of Des Moines, Public Works and Engineering Building 21630 11th Avenue South, Des Moines, WA 98198 at 11:00 A.M. local time on June 27, 2012.									
I hereby certify that, to the best of my knowledge, the above tabulations are a true and correct transcription of the unit prices and total amount bid.									
 Signature/Date					 6/27/12				



## 2012-2017 CAPITAL IMPROVEMENT PLAN Surface Water Management

### CAPITAL IMPROVEMENT PLAN REQUEST FORM

<b>CATEGORY</b>	Surface Water Management	City Project #	451.818
<b>PROJECT</b>	Redondo Heights Culvert Replacement Project	SWM Project #	
<b>LOCATION</b>	Redondo Way east of Soundview Drive	Project Type:	Improvement
<b>DESCRIPTION:</b>	Replacement of Existing 36-inch and 18-inch pipe with approximately 400 feet of 36-inch pipe and 250 feet of 18-inch pipe.		
		Council Goals met:	
		Council Objectives met:	
		Project Status	Pre-Design

#### EXPENDITURE SCHEDULE

COST ELEMENTS	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
ADMINISTRATION	\$ -										
CIP PROJ MANAGEMENT	17,500			7,500	7,500	10,000					
DESIGN	62,000			62,000	62,000						
IMPROVEMENTS	210,000					210,000					
INSPECTION	30,000					30,000					
CONST. ASSISTANCE	20,000					20,000					
	-										
	-										
CONTINGENCY	60,000					60,000					
OTHER	-										
<b>TOTAL</b>	<b>\$ 399,500</b>			<b>\$ 69,500</b>	<b>\$ 69,500</b>	<b>\$ 330,000</b>					

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
SWM CIP	\$ 399,500	\$ -	\$ -	\$ 69,500	\$ 69,500	330,000					
<b>TOTAL</b>	<b>\$ 399,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 69,500</b>	<b>\$ 69,500</b>	<b>\$ 330,000</b>					

\*Excludes FY 10 Amd

OPERATING COSTS	TOTAL	FY 10 Act	FY 11 Est	FY 11 Amend	FY 12	FY 13					FY 17
PERSONNEL											
SUPPLIES											
EQUIPMENT											
<b>TOTAL</b>											



# Proposed Budget Amendment

# 2012-2017 CAPITAL IMPROVEMENT PLAN Surface Water Management

## CAPITAL IMPROVEMENT PLAN REQUEST FORM

<b>CATEGORY</b>	Surface Water Management	City Project #	451.818
<b>PROJECT</b>	Redondo Heights Culvert Replacement Project	SWM Project #	
<b>LOCATION</b>	Redondo Way east of Soundview Drive	Project Type:	Improvement
<b>DESCRIPTION:</b>	Replacement of Existing 36-inch and 18-inch pipe with approximately 400 feet of 36-inch pipe and 250 feet of 18-inch pipe.		
		Council Goals met:	
		Council Objectives met:	
		Project Status	Pre-Design

EXPENDITURE SCHEDULE											
COST ELEMENTS	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
ADMINISTRATION	\$ -										
CIP PROJ MANAGEMENT	17,500			7,500	7,500	10,000					
DESIGN	47,300			62,000	62,000	(14,700)					
IMPROVEMENTS	285,000					285,000					
INSPECTION	30,000					30,000					
CONST. ASSISTANCE	20,000					20,000					
Redondo Heights Assn. Culvert	118,800					118,800					
Permitting	10,900					10,900					
CONTINGENCY	60,000					60,000					
OTHER	-										
<b>TOTAL</b>	<b>\$ 589,500</b>			<b>\$ 69,500</b>	<b>\$ 69,500</b>	<b>\$ 520,000</b>					

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
SWM CIP	\$ 470,700	\$ -	\$ -	\$ 69,500	\$ 69,500	401,200					
Redondo Heights Assn.						118,800					
<b>TOTAL</b>	<b>\$ 470,700</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 69,500</b>	<b>\$ 69,500</b>	<b>\$ 520,000</b>					

\*Excludes FY 10 Amd

OPERATING COSTS	TOTAL	FY 10 Act	FY 11 Est	FY 11 Amend	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17
PERSONNEL										
SUPPLIES										
EQUIPMENT										
<b>TOTAL</b>										

**AGENDA ITEM**

SUBJECT: Interlocal Agreement for the Joint Minor Home Repair Program

AGENDA OF: July 12, 2012

DEPT. OF ORIGIN: Planning, Building and Public Works

ATTACHMENTS:

DATE SUBMITTED: July 2, 2012

1. Interlocal Agreement Between the Cities of SeaTac, Des Moines, Covington, Pacific and Tukwila for Planning, Funding and Implementation of a Joint Minor Home Repair Program in 2012 through May 31, 2013.

CLEARANCES:

Legal *TS*

Finance *TS*

Marina *N/A*

Parks, Recreation & Senior Services *N/A*

Planning, Building & Public Works *MA*

Police *N/A*

APPROVED BY CITY MANAGER FOR SUBMITTAL: *MA*

**Purpose and Recommendation:**

The purpose of this item is to seek Council authorization to enter into a new Interlocal Agreement (ILA) between the Cities of SeaTac, Des Moines, Covington, Pacific and Tukwila for planning, funding and implementation of the "Joint Minor Home Repair Program" for calendar year 2012 through May 31, 2013.

**Suggested Motion:**

"I move to authorize the City Manager to sign the Interlocal Agreement between the Cities of SeaTac, Des Moines, Covington, Pacific and Tukwila for the "Minor Home Repair Program" for 2012 through May 31, 2013."

**Background:**

The King County Department of Community and Human Services Community Services Division requested project proposals for consideration by the King County Community Development Block Grant (CDBG) Consortium. Requests for Proposal (RFP) were available for non-profit organizations and public agencies to request funds for the following types of projects:

- community facilities: acquisition, construction or rehabilitation
- public improvements: acquisition, construction or rehabilitation
- other: minor housing repair, economic development, employment services through a Community Based Development Organization (CBDO) and other activities consistent

with the objectives of the King County Consortium Housing and Community Development Plan and federal CDBG regulations at 24 CFR Part 570.

King County annually receives Community Development Block Grant (CDBG) Funds from the United States Department of Housing and Urban Development. The primary objective of the CDBG Program as set forth by Congress is "the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income." Federal regulations define persons who are low- and moderate-income as households earning under 80% of the area median income, as determined by HUD, adjusted by household size.

King County administers CDBG funds on behalf of the King County CDBG Consortium. The Consortium is established under Interlocal Cooperation Agreements between the County and 34 cities and towns. A Joint Recommendations Committee (JRC) comprised of officials representing local government members of the Consortium is appointed annually by the Suburban Cities Association to advise the County Executive on CDBG funding and policy decisions.

As a condition of receiving future funds, King County is requiring that the cities currently receiving funds from this grant enter into interlocal agreements for planning, funding, implementation and expenditure of those funds.

#### **Discussion:**

The Minor Home Repair program targets minor home repairs for low and moderate income homeowners in the City of Des Moines. The program is intended to assist homeowners who are having a difficult time maintaining their house. The program is a tool that the cities can use to both serve a human service need of maintaining a safe house, as well as a tool to address some safety-related code enforcement issues. The service also contributes to a more positive image of Des Moines single family neighborhoods. This program is being coordinated by the Code Enforcement Officer.

In order to submit a more competitive application, a joint application was submitted by Tukwila, SeaTac, Des Moines, Covington and Pacific. For 2012/13, \$132,300 was awarded the five cities. Des Moines' share is \$25,825.

The program will continue to be administered by the City of Tukwila, who will serve as the fiscal agent for the five cities, as well as handle the administration with King County. Each city will need to hire their own contractors, screen their clients, and make referrals. Tukwila will front the money to Des Moines, administer the paperwork, and request reimbursement from King County. The majority of the federal requirements are met by Tukwila as they administer the program and are responsible for the distribution of the funds.

The City of Des Moines has been a recipient of these funds since 2006. Throughout that time, staff has met all requirements of King County for the proper expenditure of grant funds. The new ILA has only minor changes to the current process.

#### **Alternatives:**

The Council could choose not to amend the Interlocal Agreement. If the Council does not accept the amendments, the City would be disqualified from receiving future funds from this grant.

**Financial Impact:**

If the ILA is accepted, the City will incur administrative staff costs by the part time administrator who work up to 1 day per week administering the program, and by Finance staff paying invoices and submitting requests and receipting reimbursements from Tukwila. The administrator's time is fully reimbursed by the grant. Tukwila will front the money to Des Moines, and then collect from King County.

If the amendment is not accepted, the City will not incur administrative expenses, but would also not receive any funds to support this program.

**Recommendation/Conclusion:**

Planning, Building, and Public Works, Finance and Legal recommend authorization of the Interlocal Agreement.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC, DES  
MOINES, COVINGTON, PACIFIC AND THE CITY OF TUKWILA FOR  
PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR  
HOME REPAIR PROGRAM**

**THIS INTERLOCAL AGREEMENT** ("Interlocal") is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, by the City of SeaTac ("SeaTac"), the City of Des Moines ("Des Moines"), the City of Covington ("Covington"), the City of Pacific ("Pacific"), and the City of Tukwila ("Tukwila"), hereinafter referred to as "City" or "Cities," to provide for planning, funding, and implementation of a minor home repair program.

WHEREAS, the Cities engage in activities which support human service providers in King County; and

WHEREAS, the Cities wish to make the most efficient use of their resources by cooperating to provide funding to support human service providers in south King County; and

WHEREAS, through the Interlocal Cooperation Act, Chapter 39.34 RCW, the Cities have the authority to engage in cooperative efforts that will result in more efficient use of government resources;

NOW, THEREFORE, and in consideration of the terms, conditions, and performances made herein, it is agreed as follows:

1. Purpose. The purpose of this Interlocal is to set up a cooperative arrangement between the Cities to consolidate the funding process and implementation of a minor home repair program. This Interlocal will increase the efficiency of administering the program while decreasing administrative costs.

2. Responsibilities.

A. Tukwila's Duties.

1) Contract and act as the fiscal and administrative agent with King County for the implementation of a Block Grant for a minor home repair program for Des Moines, Tukwila Covington, Pacific, and SeaTac.

2) Maintain required documentation and prepare required reports for King County consistent with the County's requirements regarding the use of Community Development Block Grant funds.

3) Maintain accounts and records that properly reflect transactions related to this Interlocal.

4) Responsible for reimbursing participating cities and submitting required paperwork to King County.

5) Responsible for the implementation of the minor home repair program within Tukwila in accordance with terms specified in the Block Grant contract between Tukwila and King County.

6) Review and pay invoices for any services performed in Tukwila pursuant to this Interlocal.

7) Reimburse SeaTac, Covington, Pacific, and Des Moines on an as received basis for any invoices received pursuant to this Interlocal.

B. SeaTac's Duties

1) Responsible for the implementation of the minor home repair program within SeaTac in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in SeaTac pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

C. Des Moines' Duties

1) Responsible for the implementation of the minor home repair program within Des Moines in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Des Moines pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

D. Covington's Duties

1) Responsible for the implementation of the minor home repair program within Covington in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Covington pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

E. Pacific's Duties

1) Responsible for the implementation of the minor home repair program within Pacific in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Pacific pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

F. Cities' Joint Duties

1) Subcontract with an agency/contractors that will perform qualified home repairs in Tukwila, SeaTac, Covington, Pacific and Des Moines in accordance with King County's Block Grant program and applicable city policies.

2) No City shall use more funds than have been annually allocated to it by King County for a minor home repair program. However, if a City is unable to spend its portion of the funds by the 3<sup>rd</sup> quarter of the year for which the funds were allocated, the Cities may mutually agree to shift those funds to another City that has an on-going demand for minor home repair.

3) Abide by additional requirements outlined in Exhibit B-2, attached hereto and incorporated herein by this reference.

4) The Cities agree to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract: "Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

5) Duration. This Interlocal shall become effective when it is approved by the Cities and shall remain in effect on an ongoing basis so long as funds are available for the minor home repair program.

6) Termination. Any City may terminate this Interlocal without cause by giving the other Cities a thirty-day written notice. The terminating City shall remain fully responsible for meeting its funding responsibilities to date up to the point of termination and other obligations established by this Interlocal through the end of the calendar year in which such notice is given.

7) Notices. Notices to the Cities shall be sent to the following persons:

City	Contact
SeaTac	Human Services Manager, currently Colleen Brandt-Schluter 4800 S. 188 <sup>th</sup> Street, SeaTac, WA 98188 206.973.4815; cbschluter@ci.seatac.wa.us
Des Moines	Code Enforcement Officer, currently Nancy Uhrich 21630 11 <sup>th</sup> Ave S, Suite D Des Moines, WA 98198-6398 206-870-6558; nuhrich@desmoineswa.gov
Covington	Personnel Division/Human Services, currently Victoria Throm 16720 SE 271 <sup>st</sup> Street, Ste. 100 Covington, WA 98042 253-638-1110 Ext. 2237; Vthrom@ci.covington.wa.us
Pacific	Building Inspector 100 3 <sup>rd</sup> Ave SE Pacific, WA 98047 253-929-1150;
Tukwila	Human Services Manager, currently Evelyn Boykan 6200 Southcenter Blvd, Tukwila, WA 98188 206.433.7180; evie.boykan@tukwilaWA.gov

8) Indemnification. Each City agrees to indemnify the other City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs arising out of claims by third parties for breach of contract, property damage, and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Interlocal.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9) Insurance. Each City shall procure and maintain in full force throughout the duration of the Interlocal comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self-insurance shall provide coverage equal to or greater than that required of non-self insurance pool member Cities.

10) Applicable Law; Venue; Attorney's Fees. This Interlocal shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Interlocal, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

11) Counterparts. This document may be executed in any number of counterparts, each of which shall be considered an original.

12) Amendment or Modification. This Interlocal may be amended or modified in writing with the mutual consent of the Cities.

IN WITNESS WHEREOF, the undersigned have entered into this Interlocal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF SEATAC

By: \_\_\_\_\_  
Todd Cutts, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
[Printed Name]  
Title: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
Mark S. Johnsen, Sr. Assistant City Attorney

CITY OF TUKWILA

By: \_\_\_\_\_  
Jim Haggerton, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
[Printed Name]  
Title: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
Shelley M. Kerslake, City Attorney

CITY OF DES MOINES

By: \_\_\_\_\_  
Anthony A. Piasecki, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
[Printed Name]  
Title: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
Pat Bosmans, City Attorney

CITY OF COVINGTON

By: \_\_\_\_\_  
Derek Matheson, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
[Printed Name]  
Title: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
Sara Springer, City Attorney

CITY OF PACIFIC

By: \_\_\_\_\_  
Cy, Sun, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

[Printed Name]

Title: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
Kenyon Luce, City Attorney

**EXHIBIT A-2**

Interlocal Between the Cities For Planning, Funding, and Implementation of a Joint Minor Home Repair Program

**CALENDAR YEAR 2012 – May 31<sup>st</sup>, 2013**

<b>Name of Agencies</b>	<b>Participating Cities &amp; Tentative Funding</b>	
Qualified contractors	Tukwila - Lead City	\$26,825
	Des Moines	\$25,825
	SeaTac	\$27,825
	Covington	\$26,825
	Pacific	\$16,825
	Environmental Review	\$2,000
	Lead Based Paint	\$5,000
	<b>TOTAL</b>	<b>\$132,300</b>

**EXHIBIT III CITY OF  
TUKWILA (B-2)  
TUKWILA/SEATAC/DES MOINES/COVINGTON/PACIFIC MINOR HOME REPAIR PROGRAM**

Contract No.: 5433919	Project No.: C12342-1111406
King County Project Manager: Kathy Tremper	Agency Contact Person: Evelyn Boykan
Start Date: January 1, 2012	Telephone: (206) 433-7180; Fax: (206) 433-7183
End Date: May 31, 2013	Email: eboykan@tukwilawa.gov

**I. WORK STATEMENT**

The City of Tukwila (hereinafter referred to as “the Contractor”) agrees to provide funds to repair the existing stock of homes owned by low- to moderate-income households in the South King County communities of Covington, Des Moines, Pacific, SeaTac, and Tukwila, as described in this Exhibit beginning on January 1, 2012, and completing these services by May 31, 2013. All such activities shall be provided in a manner which fully complies with all applicable federal, state and local laws, statutes, rules and regulations, as are now in effect or hereafter may be amended. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$132,300 in King County Community Development Block Grant (CDBG) funds.

**II. PROGRAM DESCRIPTION**

The preservation of the housing of low- to moderate-income home owners through the provision of funds to repair the existing stock of homes owned by low- to moderate-income households.

**A. Indicators**

The number of unduplicated households who receive minor housing repair assistance in the communities of Covington, Des Moines, Pacific, SeaTac, and Tukwila.

**B. Eligibility**

1. Eligible clients shall have an annual gross family income that does not exceed the Moderate Income limits based on the applicable Family Size in the following 2012 United States Housing and Urban Development (HUD) Income Guidelines Table. Clients may self certify in writing that their family income does not exceed the applicable limit.

<b>2012 HUD INCOME GUIDELINES</b>			
<b>Median Family Income = \$88,000</b>			
Effective January 1, 2012			
<b>FAMILY SIZE</b>	<b>30% MEDIAN EXTREMELY LOW-INCOME</b>	<b>50% MEDIAN LOW- INCOME</b>	<b>80% MEDIAN MODERATE- INCOME</b>
1	\$18,500	\$30,800	\$45,500
2	\$21,150	\$35,200	\$52,000
3	\$23,800	\$39,600	\$58,500
4	\$26,400	\$44,000	\$65,000
5	\$28,550	\$47,550	\$70,200
6	\$30,650	\$51,050	\$75,400
7	\$32,750	\$54,600	\$80,600
8	\$34,850	\$58,100	\$85,800

2. The definition of family shall include all persons living in the same household who are related by birth, marriage or adoption and includes dependent children living away from home. The definition of income includes all sources of income required to be reported on Internal Revenue Service Form 1040.
3. Income guidelines may be adjusted periodically by HUD. The Contractor agrees to use updated income guidelines that shall be provided by the County. The County shall provide the updated guidelines to the Contractor electronically or by hard copy.
4. Services provided with funding under this Exhibit may be limited to residents of Covington, Des Moines, Pacific, SeaTac, and Tukwila.
5. Services shall be provided on a first come, first served basis with safety and health issues prioritized.
6. Eligible clients must have lived in their home for at least one year.

C. Definitions

1. Disabled person is an adult who has severe disabilities based on the Bureau of the Census definition.
2. Elderly person is an individual who is 62 years or older.
3. Emergency repair includes activities that protect, repair or arrest the effects of disasters, imminent threats or physical deterioration that pose an imminent danger to life, health or safety.
4. Routine maintenance includes activities that merely keep a structure in good operating condition; such activities do not add to the value of the structure, appreciably prolong its useful life, or adapt it to new uses.
5. Unit of service is a minor home repair, measured by unique job or repair hours that is undertaken in a client's home.

D. Program Requirements

The Contractor shall use CDBG funds to provide minor home repair services for low- and moderate-income homeowners in the cities of Covington, Des Moines, Pacific, SeaTac, and Tukwila. Funds shall be focused on maintaining the safety and health of the occupants, preserving the dwelling and/or conserving energy. These activities may include, but are not limited to: earthquake preparedness, replacing broken switches, sockets, light fixtures, repairing heat sources, repairing gutters and downspouts, replacing or repairing faucets, toilets, sinks, drains, broken or leaky pipes and repairing minor roof leaks.

1. The Contractor agrees to serve, at minimum, the following unduplicated number of units repaired with funds provided under this Exhibit:

	2012 1st Qtr Jan– Mar	2012 2nd Qtr Apr– Jun	2012 3rd Qtr Jul– Sep	2012 4th Qtr Oct– Dec	Total in Year 2012	2013 1st Qtr Jan– Mar	2013 2nd Qtr Apr– Jun	Total 2012/ 2013
Number of unduplicated households in Tukwila	0	3	5	3	11	3	0	14
Number of unduplicated households in SeaTac	0	3	3	5	11	3	0	14
Number of unduplicated households in Des Moines	0	3	3	3	9	3	0	12
Number of unduplicated households in Covington	0	4	6	4	14	1	1	16
Number of unduplicated households in Pacific	0	0	1	2	3	2	2	7
Cumulative Total for all Cities	0	13	18	17	48	12	3	63

2. The Contractor agrees to provide, at minimum, the following cumulative hours of service:

	2012 1st Qtr Jan– Mar	2012 2nd Qtr Apr– Jun	2012 3rd Qtr Jul– Sep	2012 4th Qtr Oct– Dec	Total in Year 2012	2013 1st Qtr Jan– Mar	2013 2nd Qtr Apr– Jun	Total 2012/ 2013
Minor Home Repair hours in Tukwila	0	8	8	12	28	12	0	40
Minor Home Repair hours in SeaTac	0	8	10	12	30	12	0	42
Minor Home Repair hours in Des Moines	0	8	8	10	26	10	0	36
Minor Home Repair hours in Covington	0	12	18	12	42	3	3	48
Minor Home Repair hours in Pacific	0	0	4	4	8	4	4	16
Cumulative Total for all Cities	0	36	48	50	134	41	7	182

The funds provided under this Exhibit shall be used to pay for the costs associated with the provision of these units of service.

3. Environmental Review Records

- a. The Contractor shall complete and sign a Site Specific Environmental Review (ER) Checklist, known as a Tier 3 review, for every individual job, before any work begins. This checklist allows Minor Home Repair (MHR) staff to proceed with certain types of projects without obtaining King County approval first, including projects involving maintenance, emergency repairs, grab bars or in pre-approved mobile home parks.
- b. The Contractor shall submit all Site Specific ER Checklists to the Housing and Community Development (HCD) Environmental Review Specialist quarterly with invoice submittal. The Contractor shall keep hard copies on file.
- c. If the MHR staff checks "no" to all questions numbers 1-4 on a Site Specific Environmental Review Checklist, then MHR staff shall submit information to the King County ER Specialist and work shall not begin until the ER Specialist notifies Contractor staff that an ER for that site (Tier 3) is complete. These reviews shall be submitted along with at least one picture of the project house.
- d. The MHR staff shall provide the HCD ER Specialist information concerning the following regulations for Tier 3 reviews, as determined in the Tier 1, Five-Year Programmatic ER (published Dec. 2010):
  - i. Section 106: Historic Preservation and Archaeology;
  - ii. Toxic Chemicals; and
  - iii. Flood disaster Protection Act (flood insurance).

4. Lead-Based Paint (LBP) Requirements

- a. Contractor shall complete the HCD Supplementary Lead Based Paint Checklist for all repairs on houses built prior to 1978 and submit copies to HCD Project Manager with Quarterly Billing Invoice Package as outlined in Section III.B. of this Exhibit.
- b. Contractor shall procure a neutral third party lead based paint certified contractor hired specifically to assess LBP threshold determinations (with the exception of those re-occurring activities that have been pre-determined to not disturb paint).

The sub-contractor(s) shall not complete the LBP work on homes they have assessed and shall refer his/her determinations back to the Contractor to coordinate all LBP housing repairs and clearance through King County HCD Staff.

- c. Contractor shall monitor job completion and LBP clearance of housing units per Housing Repair LBP standards as set forth in the Minor Home Repair Program Lead Based Paint Requirements and Process.
- d. If a project repair area is over de minimus and has children under the age of six residing in the house, and is over \$5,000 in repair value, the project shall be referred to King County Housing Repair Program by MHR Staff for assessment and completion.
  - i. In these instances, if the City makes the referral and desires to continue funding the repair as a grant, it will be responsible for all additional costs associated with addressing the repairs and the LBP. The Housing Repair Program will bill the MHR Program for the project in an amount adequate to cover all costs associated with the repair and LBP activity. If the MHR Program runs out of funds available for grant transfer referrals, the referrals will be assessed for the traditional non-amortizing loan program through the Consortium's Housing Repair Program, if desired by the client through normal channels of intake, and general HRP process.
  - ii. The estimated HCD cost associated with LBP review, testing, determination and clearance has been determined to be no less than \$500 to cover associated travel and HRP staff time, but will be itemized per project. Multiple tests might be necessary to complete clearance of a project

e. Lead Based Paint Records

The Contractor shall maintain records documenting compliance with Regulations for Lead-Based Paint Poisoning Prevention in Certain Residential Structures at 24 Code of Federal Regulations (CFR) Part 35. Such records shall include, for each housing unit assisted under this Contract:

- i. Records evidencing that the housing repair was exempt pursuant to 24 CFR Part 35.115; or
- ii. Records evidencing that the scope of the housing repair work did not exceed the de minimus criteria at 24 CFR Part 35.1350(d) and that the Contractor provided the required pamphlet to the occupants of the housing unit pursuant to 24 CFR Part 35.910(b); or
- iii. Records evidencing that the housing repair work was completed in accordance with the procedures specified in 24 CFR Part 35, Subpart J including provision of required notices, and performance of evaluation and clearances.

5. Subcontracted Services

- a. In addition to the requirements of Section XVI. of the Contract, the Contractor shall execute written agreements with each Contractor with which it subcontracts to provide services (hereinafter "Implementing Agency") and shall incorporate into such subcontracts the provisions in Section II.F., Program Requirements, of this Exhibit.
- b. The Contractor shall invoice the County for due and payable invoices of the Implementing Agency or for costs paid by the Contractor for goods, materials or services already provided. The Contractor shall invoice the County after the Implementing Agency has invoiced the Contractor. The Contractor shall include a copy of the Implementing Agency's invoice with its invoice submitted to the County. The Contractor shall ensure that all costs for which the Implementing Agency requests reimbursement are allowable in accordance with OMB Circular A-122 or OMB Circular A-87, as applicable.
- c. The Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

6. Copyright

If this Contract results in any copyrightable material, King County reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Public Information

All marketing materials, news releases and other public notices related to projects funded under this Agreement shall include information identifying the source of funds as the King County Community Development Block Grant Program.

**III. COMPENSATION AND METHOD OF PAYMENT**

- A. The Contractor shall apply the following CDBG funds in accordance with the Line Item Budget below. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$132,300.

1. CDBG Funds

King County CDBG Funds -South Sub-Region	\$132,300
Total CDBG Funds:	\$132,300

2. Line Item Budget

Environmental Review	\$ 2,000
Project Management	\$ 6,500
Office/Operating Supplies	\$ 0
Construction Contracts	\$117,625
Communications	\$ 0
Travel and Training	\$ 0
Lead Based Paint Activities	\$ 5,000
Other Miscellaneous CDBG eligible cost:	\$ 1,175
Total CDBG Funds:	\$132,300

B. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package quarterly that consists of an invoice statement and other reporting requirements as stated in Section IV., REPORTING REQUIREMENTS, of this Exhibit in a format approved by the County. All required reports shall accompany the invoice statement in order to receive payment.
2. All required reports must accompany the invoice statement in order to receive payment. The Contractor shall submit invoices to the County in the form of a CDBG Program Voucher Reimbursement Request form. Such forms shall be signed by an authorized representative of the Contractor and shall be accompanied by copies of supporting documents.
3. The Billing Invoice Package is due within 20 working days after the end of the first through third quarter 2012 and the first quarter, 2013.
4. The Contractor shall submit an accrual letter on Contractor letterhead for any unpaid 2012 expenditures by December 14, 2012.
5. The 2012 fourth quarter Billing Invoice Package must be received by close of business on January 7, 2013.
6. The final 2013 voucher must be submitted no later than May 1, 2013.

C. Method of Payment

1. The County shall reimburse the Contractor on a quarterly basis for actual expenditures in accordance with the Line Item Budget in Section III.A.
2. Payment to the Contractor may be withheld for any quarter in which the Contractor has not submitted the reports specified in Section IV., REPORTING REQUIREMENTS, of this Exhibit, or in which said reports are incomplete.
3. The Contractor shall advise the County quarterly of any changes in revenues from sources other than the County that are used to provide the services funded under this Exhibit. The Contractor agrees to re-negotiate performance requirements if the County determines that such changes are substantial.

#### IV. REPORTING REQUIREMENTS

The Contractor shall submit electronically the following data reports in a format and to an address provided by the County.

- A. The Contractor shall submit a completed electronic version of the Environmental Review Form to the King County Environmental Review Specialist and place a hard copy with client's applications for repairs in the Contractor's Minor Home Repair Program file.
- B. The Contractor shall submit with each invoice a completed Project Activity Report Form, in a format provided by the County. Each Project Activity Report shall include a narrative with an explanation if actual services are less than 90 percent of the cumulative minimum service requirements as stated in Section II. D.1. and II.D.2. of this Exhibit.
- C. The Contractor shall use the following methods to measure the indicator specified in Section II.D.2. of this Exhibit: Number of units completed.
- D. The Contractor shall submit with the final invoice a completed Project Funding Report form itemizing all funding used for the project, in a format provided by the County.

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Transportation Gateway Project:  
S. 216<sup>th</sup> Street Right-of-Way  
Acquisition: Parcel #092204-9077:  
United States Postal Service (Project  
Parcel #3)

AGENDA OF: July 12, 2012

DEPT. OF ORIGIN: Planning, Building & Public  
Works

DATE SUBMITTED: July 3, 2012

ATTACHMENTS:

1. Public Use and Temporary Construction Easement
2. Real Property Voucher Agreement

CLEARANCES:

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation:**

The purpose of this agenda item is to seek City Council approval for establishment of a public use and temporary construction easement to construct portions of a sidewalk on property owned by the United States Post Office, King County Assessor Parcel number **092204-9077**, located on S. 216<sup>th</sup> Street, fronting City property referred to as the Des Moines, Washington Main Post Office. The following motion will appear on the Consent Calendar:

**Suggested Motion:**

"I move to approve and accept the Public Use and Temporary Construction Easement for Parcel Number 092204-9077, the Des Moines Post Office, purchasing a 176 square foot permanent sidewalk easement in the amount of \$1,085.92, a 44 square foot Slope Easement in the amount of \$67.87, for a total of \$1,154.00 (*rounded to nearest dollar*), an administrative settlement and processing fee in the amount of \$2,500, for a grant total of \$3,654.00, plus reasonable closing costs, and to authorize the City Manager to sign the Public Use and Temporary Construction Easement and Real Property Voucher Agreement substantially in the form as submitted and accept the easement on behalf of the City of Des Moines."

**Background:**

In order to facilitate the widening of the S. 216<sup>th</sup> Street, Segment #2, CIP Project #319.333, a sidewalk easement is necessary for portion of the property. The requested action is consistent with the Council motion of April 7, 2011, to begin the right of way acquisition phase for the improvements collectively known as the Transportation Gateway project.

**Discussion:**

Design of this project is complete including all environmental documentation under NEPA and SEPA. The adopted right of way plan requires this 176 square foot easement for construction and use of future sidewalk, utility and road frontage improvements, and a 44 square foot slope easement. Estimated cost of the permanent public use easement is \$1,154 (rounded) plus fees related to administrative settlement and closing. The Post Office estimated settlement costs and legal fees are \$2,500. Time is of the essence as this area needs to be prescribed as an easement (Attachment 1) so that the roadway, sidewalk, and utility improvements are located and maintained within public right-of-way as well as allow the City, and its contractor, right of entry to improve and match said improvements to the U. S Post Office property and driveways. The City agrees to minimize disruption to Post Office Activities.

**Alternatives:**

The final design and alignment for the roadway requires this easement. Alternatives were considered during predesign (symmetrical verses an offset alignment) resulting in settling on a right of way plan supported by final design. No other alternatives are currently available.

**Financial Impact:**

Funds for acquisition of this easement were approved as part of the City of Des Moines 2012 budget.

**Recommendation/Conclusion:**

Staff recommends the Council approve the proposed motion.

**Concurrence:**

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

RECEIVED

JUL 02 2012

Please return to:  
CITY OF DES MOINES  
Attn : City Attorney  
21630 11<sup>th</sup> Ave South, Suite C  
Des Moines, WA 98198-6398

**PUBLIC USE AND TEMPORARY CONSTRUCTION EASEMENT**

ROW Plan #	Pg.77 South 216 <sup>th</sup> Street Seg. 2
Grantor:	The United States Postal Service, an independent establishment of the Executive Branch of the United States Government (39 U.S.C. 201)
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Legal Description/STR:	PTN SEC 9 TWP 22N RGE 4E NE QTR SW QTR, KING COUNTY
Additional Legal(s)	Exhibit A and A-1, attached hereto and made part of
Assessor's Tax Parcel ID#:	092204-9077
Project Parcel Number:	3 (Identified herein as Parcel 2)
Property Address:	2031 SE 216 <sup>th</sup> St, Des Moines WA

THIS PERMANENT NON EXCLUSIVE PUBLIC USE EASEMENT/TEMPORARY CONSTRUCTION EASEMENT, referred to as "The Easement" dated \_\_\_\_ day of \_\_\_\_\_, 2012, is entered into by and between the United States Postal Service, an independent establishment of the Executive Branch of the United States Government (39 U.S.C. § 201), ("Grantor or Owner"), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee or City"), together the "Parties".

RECITALS

WHEREAS Grantor is the sole fee simple owner of certain real property (the "Grantor's Parcel"), commonly known as the Des Moines, Washington Main Post Office and located in the City of Des Moines, and legally described as Parcel 2 and incorporated herein; and

WHEREAS Grantee desires to enter Grantor's parcel to perform roadway and sidewalk construction for certain improvements and other construction work relating to an improvement project. Grantee has requested the Owner to provide a permanent easement for the purpose of allowing pedestrians to utilize the walkway along the Post Office frontage; and

ATTACHMENT 1

WHEREAS The portion of Grantor's Parcel that are the subject of this Easement ("Easement Areas") are referred to herein as:

- 1) Parcel 1 (Easement) and legally described in Exhibit A and illustrated in Exhibit A-1 attached hereto and incorporated herein; and
- 2) Parcel 2 (Project Plan Parcel 3) known as King County, Washington, Assessor Parcel Number 092204-9077 and legally described as PARCEL "B" CITY OF DES MOINES SHORT PLAT NO DE-MO-SP 89-6 RECORDING NO 8910120935 SD SHORT PLAT BEING W 1/2 OF NW 1/4 OF NE 1/4 OF SW 1/4 STR 09-22-04 LESS N & W 30.00 FT FR ROADS & LESS C/M RGTS and illustrated in Exhibit A-1 attached hereto and incorporated herein;

NOW THEREFORE for the mutual benefit of the parties, Grantor and Grantee set forth their respective rights and obligations for an Easement on Grantor's Parcel as follows.

### AGREEMENTS

1. Grantor hereby grants and conveys to Grantee, its successors, and assigns, a perpetual non exclusive public use Easement over, under, along, across, and through the Easement Area, referred to herein as Parcel 1, for the use as a public walkway and roadway improvements, with the right to license, permit or otherwise agree to the exercise of these rights by any other person, or entity.
2. The Grantor also grants to Grantee, its successors and assigns a temporary construction easement (referred to above as Parcel 1) over and across the property, referred to herein as Parcel 2, to match the Grantees roadway, landscaping and driveway improvements with the Grantor's property. It is further agreed that the temporary easement rights herein granted shall terminate five (5) years from the date hereof or upon completion of the above mentioned construction project, whichever is sooner.
3. Construction on USPS Property. Grantee will perform construction for the USPS substantially in accordance with plans on file in the City's Public Works Department.
4. Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during construction. Grantee shall restore any damage to the Property caused by the exercise of such right of access.
5. Grantee shall provide Grantor with a copy of the insurance policy of the independent contractors performing work for the Grantee demonstrating adequate insurance for personal injury and property damage that may occur on Owner's premises with the Grantee and Grantor named as an additional insured.
6. The Parties agree that Grantee, its successors and assigns shall be responsible for maintenance and repair of the Easement Area described herein as Parcel 1, and any and all costs related thereto. Such maintenance and repairs shall include but are not limited to repair, grading,

paving and removal of all trash and debris caused by Grantee's exercise of its rights under this Easement.

7. The Parties agree that the Grantee shall not use the Easement in a manner that unreasonably interferes with the Postal Service's normal use.

8. The Grantee, by acceptance of this Easement, agrees for and on behalf of itself, its agents, servants, employees, invitees, and contractors who may at anytime use, occupy, visit, or maintain said Easement herein created that the Grantor, its successors and assigns, shall not be responsible for damage or loss to property, injuries, or death arising from or incident to the use and occupation of the Easement by the Grantee, its agents, servants, employees, invitees, and contractors.

9. The Grantee, by acceptance of this Easement, agrees to defend, indemnify and hold the Grantor, its successors, and assigns harmless against any and all claims, demands, damages, costs, expenses, and legal fees for any loss, injury, death, or damage to persons or property which at any time is suffered or sustained by Grantor, its employees, the public, or by any person whosoever may at any time be using, occupying, visiting, or maintaining the property that is the subject of said Easement, or be on or about the property that is the subject of said Easement, when such loss, injury, death, or damage is asserted to have been caused by any negligent act or omission or intentional misconduct of the Grantee or its agents, servants, employees, invitees, or contractors. In case of any action or proceeding brought against the Grantor, by reason of such a claim, upon notice from the Grantor, Grantee covenants to defend such action or proceeding. The Grantor shall not be liable and the Grantee waives and releases the Grantor from all claims for damage to persons or property sustained by the Grantee or its employees, agents, servants, invitees, contractors, or customers resulting by reason of the use of the Easement.

10. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted. Grantee agrees throughout the duration of this Easement to provide the Grantor, its employees, customers, and the public with continual access to the Postal Facility which, except for needed temporary traffic control, is uninterrupted. In the event Grantee fails to provide continual access to the Postal Facility, the Grantor has the option of terminating this Easement by providing written notice to the Grantee that the Easement is terminated at no cost to the Grantor. Upon receipt of said notice, Grantee has two (2) business days to remedy the situation. In the event Grantee fails to remedy the situation and provide access to the Postal Facility within the 2 days, said notice of termination shall become final and the Easement is terminated. Upon termination of the Easement, Grantee shall restore any affected portion of the property to as good or better condition than that existed prior to Grantee's access.

11. **APPLICABLE LAWS.** Any claim, controversy or dispute arising out of this Agreement and the construction of the Project shall be governed in accordance with the Contract Disputes Act, 42 U.S.C § 601 et seq. and applicable federal law.

12. The Grantor does not warranty that the Easement areas are suitable for the purpose of installation of said public walkway.

13. Notices shall be in writing to the following addresses:

**GRANTOR**

Contracting Officer  
United States Postal Service  
Western Facilities Service Office  
7500 East 53<sup>rd</sup> Place RM 1108  
Denver, CO 80266-9918

Local Contact Person for Construction Coordination:

City of Des Moines Post Office Facility

Name:

Title:

Address:

e-mail:

Telephone \_\_\_\_\_ Mobile phone: \_\_\_\_\_

**GRANTEE**

Anthony A. Piasecki, City Manager  
Municipality of Des Moines  
Project Management & Engineering Department  
PO Box 196650  
Des Moines, WA 98198

Local Contact Person for Construction Coordination:

Leonard Madsen, Special Project Manager

City of Des Moines Public Works Department

21650 11<sup>th</sup> Avenue North

Des Moines, WA 98198

206.870.6523; Mobile phone: 206.353.1328





**EXHIBIT A**

**PARCEL NUMBER 092204-9077  
PERMANENT SIDEWALK EASEMENT**

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A", ALSO BEING THE INTERSECTION OF THE SOUTHERLY MARGIN OF SOUTH 216<sup>TH</sup> STREET AND THE EASTERLY MARGIN OF 20<sup>TH</sup> AVENUE SOUTH;

THENCE SOUTH 88° 15' 56" EAST ALONG SAID SOUTHERLY MARGIN, 18.24 FEET;

THENCE SOUTH 37° 44' 10" WEST, 16.21 FEET;

THENCE NORTH 88° 41' 33" WEST, 8.61 FEET TO SAID EASTERLY MARGIN;

THENCE NORTH 01° 18' 27" EAST ALONG SAID EASTERLY MARGIN, 13.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 176 SQUARE FEET, MORE OR LESS.

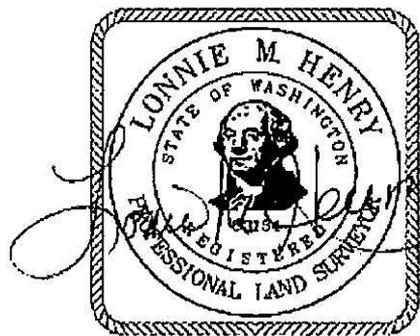
**PARCEL "A"**

(PER PACIFIC NORTHWEST TITLE COMPANY ORDER NO. 1114079, DATED APRIL 13, 2010)

PARCEL B, CITY OF DES MOINES SHORT PLAT NO. DE-MO-SP 89-6, RECORDED UNDER RECORDING NO. 8910120935, BEING A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

**SURVEYOR'S NOTE:**

THE CENTERLINE OF SOUTH 216<sup>TH</sup> STREET IS BASED ON THE RIGHT OF WAY PLANS FOR THE GATEWAY PROJECT, SOUTH 216<sup>TH</sup> STREET - SEGMENT 2, ON FILE WITH THE CITY OF DES MOINES PUBLIC WORKS.



8-12-11

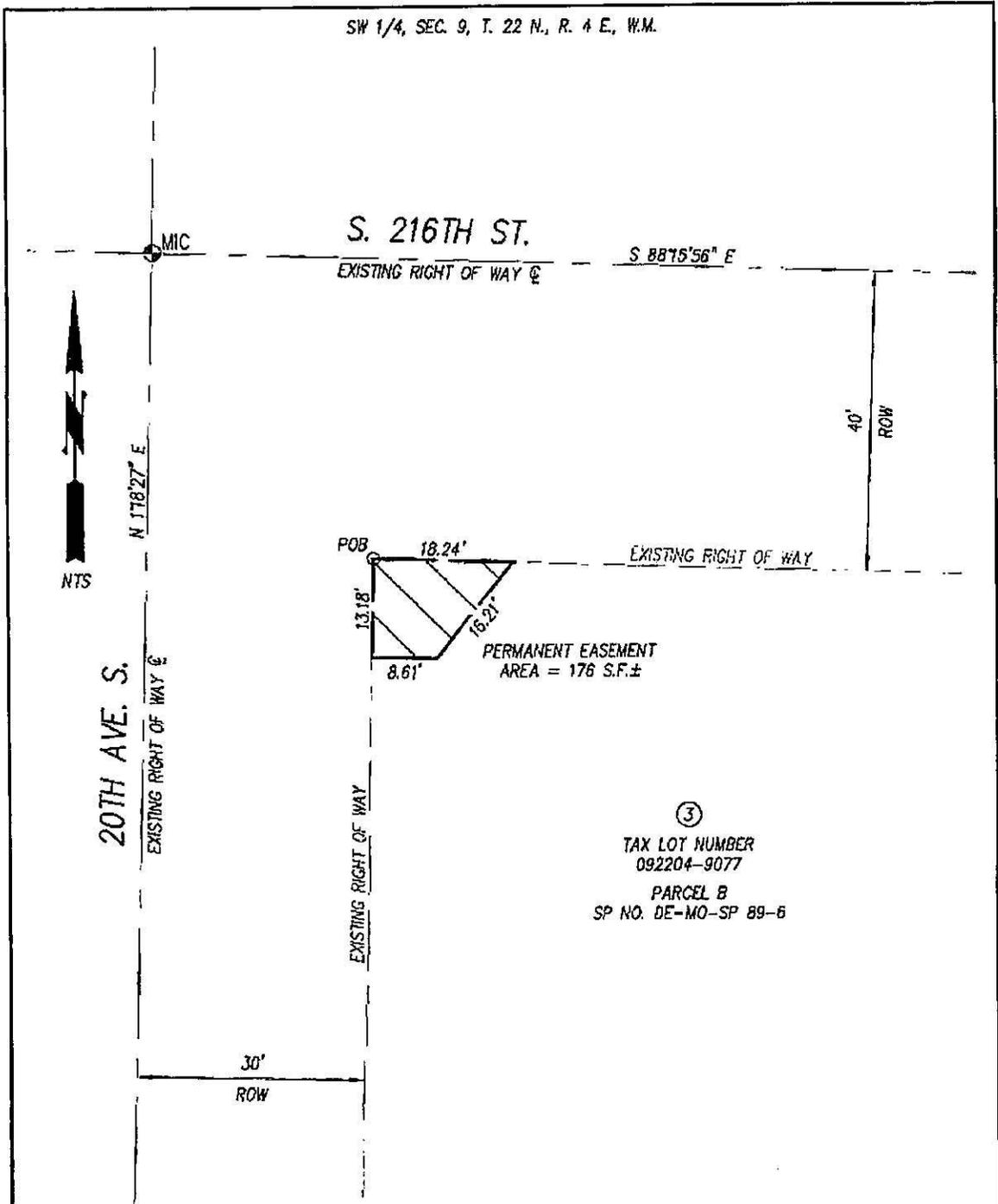
03-0922049077 perm sw esmt.doc

Page 1 of 1

**KPG**  
TACOMA · SEATTLE

**EXHIBIT A-1**

SW 1/4, SEC. 9, T. 22 N., R. 4 E., W.M.



S. 216TH ST.  
EXISTING RIGHT OF WAY ☉ S 88°15'56" E



20TH AVE. S.

N 178°27' E  
EXISTING RIGHT OF WAY ☉

POB 18.24'  
13.18'  
8.61'  
16.21'  
EXISTING RIGHT OF WAY  
PERMANENT EASEMENT  
AREA = 176 S.F.±

40'  
ROW

30'  
ROW

③  
TAX LOT NUMBER  
092204-9077  
PARCEL B  
SP NO. DE-MO-SP 89-6

DATE: REVISED AUGUST 12, 2011

FILE: J.DWG



131 9th Ave N  
Seattle, WA 98109  
(206) 255-6440  
www.kpg.com

2522 Jefferson Ave  
Tacoma, WA 98402  
(253) 827-0726

EXHIBIT \_\_\_\_\_  
PARCEL 092204-9077  
PERMANENT SIDEWALK EASEMENT

# REAL PROPERTY VOUCHER AGREEMENT

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">AGENCY NAME</th> </tr> <tr> <td style="padding: 2px;">                 City of Des Moines                  Public Works Engineering                  21650 11<sup>th</sup> Avenue South                  Des Moines, WA 98198             </td> </tr> <tr> <th style="text-align: center; padding: 2px;">GRANTOR or CLAIMANT</th> </tr> <tr> <td style="padding: 2px;"> <b>The United States Postal Service, an independent establishment of the Executive Branch of the United States Government</b>                  7500 East 53<sup>rd</sup> Pl                  Denver, CO 80266-9918             </td> </tr> </table>	AGENCY NAME	City of Des Moines Public Works Engineering 21650 11 <sup>th</sup> Avenue South Des Moines, WA 98198	GRANTOR or CLAIMANT	<b>The United States Postal Service, an independent establishment of the Executive Branch of the United States Government</b> 7500 East 53 <sup>rd</sup> Pl Denver, CO 80266-9918	I hereby agree to the terms and conditions listed below and hereby certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Claimant: <i>(Sign in Ink)</i>  By: _____  Date: _____  SSN/Tax ID: _____															
AGENCY NAME																				
City of Des Moines Public Works Engineering 21650 11 <sup>th</sup> Avenue South Des Moines, WA 98198																				
GRANTOR or CLAIMANT																				
<b>The United States Postal Service, an independent establishment of the Executive Branch of the United States Government</b> 7500 East 53 <sup>rd</sup> Pl Denver, CO 80266-9918																				
TRANSPORTATION GATEWAY PROJECT PROJECT NUMBER: CIP#319.333 TITLE: S. 216 <sup>th</sup> Street Improvement Segment 2 (18 <sup>th</sup> Ave. S to 24 <sup>th</sup> Ave S.)	TAX PARCEL NUMBER: 092204-9077  PROJECT PARCEL NUMBER: 3																			
<b>In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth In Attached Documents:</b> Permanent Side Walk Easement Date: _____ Permanent Slope Easement Date: _____ Construction Easement/Right of Entry Date: _____																				
For All Lands Convey: 176 SF in Fee Simple @ \$6.17 per SF 44 SF in Slope Easement @ 25% of Fee Construction Easement/Right of Entry  For All Improvements: n/a For All Damages: n/a Less Special Benefits: n/a Statutory Evaluation Allowance:	<table style="width: 100%;"> <tr> <th style="text-align: left; padding: 2px;">AMOUNT</th> </tr> <tr> <td style="padding: 2px;">+ \$ 1,085.92</td> </tr> <tr> <td style="padding: 2px;">+ \$ 67.87</td> </tr> <tr> <td style="padding: 2px;">+ \$ .00</td> </tr> <tr> <td style="padding: 2px;">+ \$</td> </tr> <tr> <td style="padding: 2px;"><b>JUST COMPENSATION</b></td> </tr> <tr> <td style="padding: 2px;"><b>\$ 1,154.00 (r)</b></td> </tr> <tr> <td style="padding: 2px;">Legal / Administrative: administrative processing fee</td> </tr> <tr> <td style="padding: 2px;">Other Items:</td> </tr> <tr> <td style="padding: 2px;">Deductions:</td> </tr> <tr> <td style="padding: 2px;"><b>FINAL SETTLEMENT</b></td> </tr> <tr> <td style="padding: 2px;"><b>\$ 3,654.00</b></td> </tr> <tr> <td style="padding: 2px;"><b>SUBTOTAL</b></td> </tr> <tr> <td style="padding: 2px;"><b>\$ 3,654.00</b></td> </tr> <tr> <td style="padding: 2px;"><b>TOTAL AMOUNT TO BE PAID:</b></td> </tr> <tr> <td style="padding: 2px;"><b>\$ 3,654.00</b></td> </tr> </table>	AMOUNT	+ \$ 1,085.92	+ \$ 67.87	+ \$ .00	+ \$	+ \$	+ \$	+ \$	<b>JUST COMPENSATION</b>	<b>\$ 1,154.00 (r)</b>	Legal / Administrative: administrative processing fee	Other Items:	Deductions:	<b>FINAL SETTLEMENT</b>	<b>\$ 3,654.00</b>	<b>SUBTOTAL</b>	<b>\$ 3,654.00</b>	<b>TOTAL AMOUNT TO BE PAID:</b>	<b>\$ 3,654.00</b>
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<b>TOTAL AMOUNT TO BE PAID:</b>																				
<b>\$ 3,654.00</b>																				
Acquisition Agent: Regina Raichart CERTIFIED Land Services Corporation 4619 37 <sup>th</sup> Ave SW, Seattle, WA 98126 Phone: (206) 287-9858  _____ AGENT  _____ Date	The City of Des Moines agrees to the terms and conditions listed above, by direction of the Des Moines City Council on _____, _____.  _____ Anthony A. Piasecki, City Manager  _____ Date																			

Original – Public Works

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Public Hearing  
Transportation Improvement Plan  
(2013-2032)

AGENDA OF: July 12, 2012

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: June 21, 2012

ATTACHMENTS:

1. Draft Resolution No. 12-088
2. Draft Transportation Improvement Program (2013-2032)
3. Criteria for Prioritizing Projects

CLEARANCES:

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation:**

The purpose of this public hearing is provide an update to the City's Transportation Improvement Program (TIP) and for the Council to approve Draft Resolution No. 12-088 (Attachment 1) adopting the proposed Transportation Improvement Program for the City of Des Moines for the years 2012-2031.

**Suggested Motion:**

"I move to approve Draft Resolution No. 12-088 adopting the 2013-2032 Transportation Improvement Plan for the City of Des Moines."

**Background:**

Each year the City of Des Moines, and all cities and counties in Washington, submit a Transportation Improvement Program (TIP) to the State. This document is useful for agencies to plan and prioritize transportation system improvements. The purpose of these plans is to provide a planning tool for the individual agencies, and to also provide a consistent method of coordinating interagency needs and funding requirements on a regional and state wide basis.

The Transportation Improvement Plan is provided as Attachment 2. The format is similar to the State form on which the projects are listed along with a brief description of the proposed improvements. In the middle of the form is an estimated project schedule along with preliminary planning level cost

estimates for the projects. The costs are broken down into three categories, engineering (PE), right-of-way (RW) and construction (CN). The proposed year in which each phase is planned to occur is also shown.

The completed TIP is sent to utility companies as well as adjacent cities for their information, and for project coordination planning. Some cities choose to list high priority projects that are not within their city limits, or projects that will be managed by other agencies. The City of Des Moines Comprehensive Transportation Plan (CTP) lists projects that are outside of its boundaries.

**Discussion:**

Staff updated the previous TIP with the most current project funding information and expenditure schedule, and is forwarding this Draft 2013-2032 TIP (Attachment 2) to the full Council for public hearing and approval.

The PS&T Committee was furnished a copy of the proposed TIP on May 17, 2012, and discussed the Draft TIP on June 7, 2012.

Criteria that is helpful when considering the prioritization of projects can be found in the City's Comprehensive Transportation Plan. This is provided as Attachment 3.

**Alternatives:**

Proposed projects can be moved to different years or taken off the Plan. Other proposed projects can be added to the Plan. Priority numbers can be changed. The City is required to file an adopted plan with the Secretary of Transportation no later than August 1, 2011.

**Financial Impact:**

Although this plan does not commit the City to any expenditures, it does allow the City to make application for many types of grants or other funds. Frequently, project loans or grants require that the project be on a plan adopted by the City. Furthermore, projects using Federal funds are specifically required to be identified on the City's TIP.

**Recommendation/Conclusion:**

Staff recommends that the City Council approve Draft Resolution No. 12-088 (refer to Attachment 1) which covers the Transportation Improvement Program for the City of Des Moines for the years 2013-2032.

**Concurrence:**

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

ENGINEERING'S FIRST DRAFT 06/21/2012

DRAFT RESOLUTION NO. 12-088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, adopting a Transportation Improvement Plan for the City of Des Moines for the years 2013 through 2032.

WHEREAS, in accordance with the provisions of RCW 35.77.010, a public hearing was held on July 12, 2012 by the Des Moines City Council to consider the adoption of a Transportation Improvement Plan, and all persons wishing to be heard were heard, and

WHEREAS, based on the information presented at such public hearing the City Council finds it to be in the public interest to adopt the Transportation Improvement Plan attached to this Resolution; now therefore,

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

**Sec. 1.** The City Council adopts the Transportation Improvement Plan for the City of Des Moines for the years 2013 through 2032, which is attached to this Resolution as Attachment "1" and by this reference incorporated herein.

**Sec. 2.** The program adopted by this Resolution shall be reviewed annually at a public hearing, at which time such program may be amended, revised, or extended.

**Sec. 3.** The City Clerk is directed to file two certified copies of this Resolution and Exhibit with the Washington State Department of Transportation (WSDOT), Olympia, Washington, within thirty (30) days of the date of adoption of this Resolution.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this 12th day of July, 2012 and signed in authentication thereof this 12th day of July, 2012.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk





Agency: City of Des Moines, WA  
 County No.: 17 County Name: King County  
 City No.: 0325 MPO/RTPO: PSRC

**Transportation Improvement Plan**

From: 2013 To: 2032  
 Hearing Date: 07/12/12 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution Number: \_\_\_\_\_

Functional Classification	Proposed Priority No.	Current Priority No.	City Project Number	Project Identification	Coordination with other City Project (Numbers)	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Project Cost in Thousands of Dollars						Local Agency Expenditure Schedule (Year)					Federally Funded Projects Only				
											Phase Start (mm/dd/yyyy)	Fund Source Information						2013	2014	2015	2016-2018	2019-2022	2023-2032	Envir. Type	R/W Required Date (mm/yy)	
												Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds									
																										Federal Funding
00	13	11	TRAF-4.0	<b>Guardrail Program</b> Citywide Install new guardrail and upgrade existing installations.	PRES.-1.0	03 12 06	P		C G R W S T W	PE RW CN	1/1/2011 5/1/2011					48	48	8	8	8	24					
											TOTALS	0	0	288	288	48	48	48	144	0	0					
00	14	12	S-25.0	<b>Sound Transit - Link Light Rail</b> from S. 216th St to S. 272nd St. Coordination on Link Light Rail Alignment		23	P			PE RW CN	1/1/2011					300	300	30	110	110	50					ST
											TOTALS	0	0	300	300	30	110	110	50	0	0					
00	15	13	TRAIL-2.0	<b>Barnes Creek Nature Trail</b> Following SR 509 Right-of-Way from Highline C.C. to Des Moines Creek Trail Construct shared use path/trail along old SR509 row (just west of 16th Ave S.) This trail w/connect to DM Creek Trail thru Des Moines Creek Business Park Link.	TRAIL-1.0 TIF-6.0	01 32 13	P	1.20	C W T S P G	PE RW CN	1/1/2012 1/1/2011 1/1/2014					50	200	500	200	50		1900			CE	Yes 1/13
											TOTALS	800	1050	800	2650	500	200	50	1900	0	0					
17	16	14	PRNIP-S2.0	<b>S. 224th St. Improvements</b> Pacific Ridge NIP S2 from Pacific Highway South to 30th Ave. S. Reconstruct roadway. Enhance traffic signal operations at intersection.	PRNIP-S3.0 S-22.0	03 12 32 32	P		S W T C G P	PE RW CN						100	100	30	30	40						
											TOTALS	0	0	420	420	30	30	160	200	0	0					
00	17	15	PL-2.0	<b>Downtown Circulation Study</b> from to Develop a plan to maximize multi-modal use, pedestrian access and traffic operations.	PL-1.0 PL-3.0	12 31	P			PE RW CN	1/1/2011					200	200	150	50							
											TOTALS	0	0	200	200	150	50	0	0	0	0					
00	18	17	PL-5.0	<b>Parking Management Plan</b> Redondo from to Develop a parking management plan strategy and apply program and actions.	PL-1.0	12 31	P			PE RW CN	1/1/2012					100	100		50	50						
											TOTALS	0	0	100	100	0	50	50	0	0	0	0				



Agency: City of Des Moines, IA  
 County No.: 17  
 County Name: Wagon County  
 City No.: 0035  
 Airport P.O.: ESISC

Transportation Improvement Plan  
 From: 2013 To: 2032  
 Hearing Date: 07/22/12 Adoption Date: \_\_\_\_\_  
 Amended Date: \_\_\_\_\_ Resolution Number: \_\_\_\_\_

Functional Classification	Proposed Priority No.	Current Priority No.	City Project Number	Project Identification	Coordination with other City Project (Numbers)	Improvement Type(s)	Status	Total Length	Utility Codes	Project Cost (in Thousands of Dollars)										Local Agency Expenditure Schedule (Year)					Encl. Type	RW Required Date (mm/yy)					
										Project Phase			Federal Funding			State Funding			Local Funds			Local Agency Expenditure Schedule (Year)									
										Phase Start (mm/yy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	2013	2014	2015	2016-2018	2019-2022	2023-2032	0								
																								Phase Start (mm/yy)			Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds
14	26	23	TF-7.1	16th Ave. S. Improvement Project (Segment 5a) 16th Avenue South	TF-7.2	05 P 06 12 32	05 P 06 12 32	0.30 C 0.27 G 0.25 P 0.18 T	C G P T	11/2010 8/12011 11/2014	0 0 0	0 0 0	150 60 120	130 30 60	310 90 180	135	135	40	180	0	0	0	0	0	0	0	CE	Yes 12/13			
14	26	24	TF-5.2	Kent-Des Moines Rd. Improvements (Segment 2) (SR 916) from 24th Ave. S. to Pacific Highway South Wider roadway to provide pedestrian facilities and additional turn lanes. Joint City of Kent.	TF-5.1	05 P 06 12 32	05 P 06 12 32	0.27 C 0.25 G 0.25 P 0.18 T	C G P T	11/2015 STR/EL	0 2000 2000	0 0 0	0 0 0	300 1700 1700	1300 1700 5700	1500 1700 5700	0	0	0	300	1800	0	0	0	0	0	0	CE	Yes 12/20		
17	27	40	TF-6.0	16th Ave S./16th Ave. S. Road Improvement Following along old SR 629 Right-of-Way from S. 22th St. to S. 21th St. Construct new neighborhood collector alignment along 16/16th Ave. S. corridor and cutbacks. May be shared use path constructed along RW so pedestrian/bicyclist facilities may be away from roadway alignment.	TRAF-2.0 S-16.0	01 P 05 06 12 32	01 P 05 06 12 32	0.25 C 0.25 G 0.25 P 0.18 T	C G P T	TOTALS	0	2500	800	3300	200	200	0	0	0	0	3300	0	0	0	0	0	0	0	0	0	
19	28	25	TRAF-3.0	Neighborhood Traffic Calming Program Citywide Respond to traffic calming concerns	PRCS-1.0	12 P	12 P	C G P T	11/2011 5/12011	0	0	0	0	200	800	800	0	40	40	40	120	180	400	0	0	0	0	0	0	0	
17	29	26	S-4.0	Redmond Hwy Sidewalk Project Redmond Hwy 560m from Redmond Bean Dr. to Scout View Drive Install curb, gutter & sidewalk on north side of Redmond Hwy between Redmond Bean Drive and Scout View Drive	INT-6.0	06 P 12 32	06 P 12 32	0.40 C 0.30 G 0.25 P 0.18 T	C G P T	11/2017	0	0	0	50	280	280	0	0	0	0	25	25	25	0	0	0	0	0	0	0	
14	30	27	TF-1.3	S. 216th St. Improvement Project (Segment 3) South 216th Street from 16th Ave. S. to 11th Ave. S. Wider to provide center turn lane, bike lanes, curb gutter & sidewalks. Partially funded through development.	TF-1.2 TF-1.4 ITS-3.0	05 P 06 12 32	05 P 06 12 32	0.39 C 0.30 G 0.25 P 0.18 T	C G P T	11/2018	0	0	0	380	220	570	0	0	0	0	200	370	280	280	0	0	0	0	0	0	0
										TOTALS	0	1750	1930	3650	0	0	0	0	200	340	0	0	0	0	0	0	0	0	0		





Agency: City of Des Moines, WA  
 County No.: 17  
 City No.: 0325  
 County Name: King County  
 MPO/RTPO: PSRC  
 PSRC

Hearing Date: 07/12/12  
 From: 2013  
 Adoption Date: To: 2032  
 Resolution Number:

**Transportation Improvement Plan**

City Project Number	Functional Classification	Proposed Priority No.	Current Priority No.	City Project Number	Project Identification	Coordination with other City Project (Numbers)	Improvement Type(s)	Status	Total Length	Utility Codes	Phase Start (m/d/yyyy)	Project Cost in Thousands of Dollars					TOTALS
												Federal Funding	State Funding	Federal Cost by Fund	State Fund	Local Funds	
43		42		S-27.0	30th Ave. S, Over-Crossing	PRNIP,SS,D	01	05	0.16	W, P, S		750	750	800	800	6500	750
17		42		S-27.0	Bridge Crossing over Kent-Des Moines Road		05	05	0.16	W, P, S		750	750	800	800	6500	750
14		43		INT-7.0	Pacific Highway S. and S. 240th St	S-21.1 (KENT)	05	06	1.02	W, P, S		600	100	500	3000	600	600
14		44		INT-7.0	Intersection Improvements		06	06	1.02	W, P, S		600	100	500	3000	600	600
14		44		INT-7.0	with Midway, Coordinate with Kent		06	06	1.02	W, P, S		600	100	500	3000	600	600
17		44		S-20.0	Redondo Beach Drive		32	06	0.16	W, P, S		100	100	500	500	100	100
17		44		S-20.0	Front Boardwalk		32	06	0.16	W, P, S		100	100	500	500	100	100
17		44		S-20.0	Install sidewalk and make pedestrian improvements.		12	06	0.16	W, P, S		600	600	500	500	600	600
16		45		S-21.1	South 240th St Improvements (Segment 1)	TF-4.3 TF-4.5 TF-19.0 S-21.2	05	06	1.02	W, P, S		500	500	3000	500	500	500
16		45		S-21.1	Front East City Limits		12	06	1.02	W, P, S		500	500	3000	500	500	500
16		45		S-21.1	Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks.		32	12	1.02	W, P, S		3000	1000	1000	3000	3000	3000
16		46		S-21.2	South 240th St Improvements (Segment 2)	TF-4.3 TF-4.5 TF-14.0 S-21.1	05	06	1.02	W, P, S		250	250	2250	250	250	250
16		46		S-21.2	Front 16th Ave. S		32	12	1.02	W, P, S		250	250	2250	250	250	250
16		46		S-21.2	Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks.		32	12	1.02	W, P, S		250	250	2250	250	250	250
14		47		TF-4.5	16th Ave. S. and S. 240th Street	TF-4.3 TF-4.4 S-21.1 S-21.2	32	06	0.16	W, P, S		200	200	800	200	200	800
14		48		TF-4.5	Intersection Improvements		32	06	0.16	W, P, S		200	200	800	200	200	800
14		48		TF-4.5	from Add left turn pockets on 16th Ave. S. and on the west approach (eastbound) on S. 240th St.		12	06	0.16	W, P, S		200	200	800	200	200	800
												1000	500	500	1000	1000	1000







**Transportation Improvement Plan**

From 2013 To 2032  
 Hearing Date: 07/12/12 Adoption Date:  
 Amend Date: Resolution Number:

Agency: City of Des Moines, IA  
 County Name: Wess County  
 City No.: 5325 MPORTFO: ESNC

Functional Classification	Proposed Priority No.	City Project Number	Project Identification	Coordination with other City Project (Number)	Improvement Type(s)	Status	Total Length	Priority Codes	Project Cost (in Thousands of Dollars)										Federally Funded Projects Only			
									Fund Source Information			Local Agency Expenditure Schedule (Year)							Envr. Type	RW Required Date (mm/yy)		
									Federal Fund Code (mm/dd/yyyy)	State Funding		2013	2014	2015	2016-2018	2019-2022	2023-2032	Total Funds			Level Funds	Total Funds
										Federal Fund Code	Fund Code											
Federal Fund Code	State Fund Code	State Funds	2013	2014	2015	2016-2018	2019-2022	2023-2032	Total Funds	Level Funds	Total Funds											
17 67	66	INT-5.0	Redondo Beach Drive and Redondo Way South Intersection Improvements Item: to install traffic signal or consider other intersection treatments to enhance capacity.	S-8.0	12 P			S	W PE	OTHER	60	60	120	0	0	0	0	0	0	120		
17 67	67	PRNP-H2.0	S. 220th St. Improvements Pacific Ridge NP H2 Item: Pacific Highway South to 30th Ave. S. Reconstruct roadway		32 P 03 12			S T RW C CN G	W PE T RW C CN	OTHER OTHER	400 200	400	600	0	0	0	0	0	0	600		
17 68	68	TF-9.0	S. 220th St. and Pacific Highway S. Intersection Improvements Item: to widen left turn pockets, adjust roadway profile and approach grade, and raise signal phases to remove side basing		32 P 05 12 06			S T RW C CN G P	W PE T RW C CN	OTHER OTHER	100 50	150	150	0	0	0	0	0	0	150		
19 70	69	PRNP-S4.0	S. 225th Pl. Connection Improvement Pacific Ridge NP S4 Item: Pacific Highway South to 30th Ave. S. Construct new roadway	PRNP-S5.0	01 P 06 12 32			S T RW C CN G P	W PE T RW C CN		700 400 3500	700	700	0	0	0	0	0	0	700		
19 71	70	PRNP-H4.0	S. 222nd Pl. Connection Improvement Pacific Ridge NP H4 Item: 28th Ave. S. to 30th Ave. S. Construct new roadway		01 P 06 12 32			S T RW C CN G P	W PE T RW C CN		350 350 1200	350	350	0	0	0	0	0	0	350		
17 72	71	S-22.0	South 224th Street Improvements South 224th Street Item: East City Limits to 24th Ave. S. Reconstruct to Neighborhood Collector standards including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	PRNP-S3.0	03 P 06 12 32			C S PE G RW P CN T W O	W PE T RW C CN G P		400 100 2400	400	400	0	0	0	0	0	0	400		
TOTALS									0	0	0	0	0	0	0	0	0	0	0	0	0	2900









## CRITERIA FOR PRIORITIZING PROJECTS

In developing the annual six-year Transportation Improvement Plan (TIP) for the City, project prioritization is needed to help identify when best to fund and implement the projects since funding is limited. Criteria were established to help prioritize the projects and implementation based on several goals for the Des Moines transportation system, as noted in Table 8-2.

**Table 8-2. Criteria for Project Prioritization**

Criteria	Measurement
Mobility	
Traffic Mobility	Improves corridor and signal LOS operation
Regional Mobility	Vehicle capacity improvements on major regional routes
System Preservation	Improves existing or substandard roadways
Safety	
Traffic Safety	Improvements that address HAL (based on collision history) location
Emergency Response	Reduces travel time to fire demand zones based on percent response in <= 7 minutes
Environment	
Environmental Preservation	Protects open spaces and minimizes increases to paved areas
Neighborhood Protection	Supports protection of residential areas and neighborhood streets
Multimodal	
Transit Mobility	Supports transit operation on primary transit corridors
Pedestrian Mobility	Improvements that benefit pedestrians based on Accessibility
Bicycle Mobility	Improvements that provide bicycle facilities
Connectedness-Accessibility	Completes missing links to improve access
Implementation	
Cost Effectiveness	Maximizes PM peak usage per 1000 dollar of investment
Funding	Level of funding commitment for project
Project Readiness	Degree the project is ready to be implemented
Economic Development	Supports Land Use Vision

Using these criteria, the recommended projects will need to be evaluated and ranked based on how well each could meet the criteria. High priority projects for Des Moines are those that meet multiple criteria in enhancing travel, mobility for all modes of travel and that will meet the near-term requirements of development and growth. Opportunities for funding can help to boost the priority of a project - allowing the City to take advantage of funding sources and development contributions to the completion of a key project.



# AGENDA ITEM

## BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution 12-092  
Environmental Stewardship

AGENDA OF: July 12, 2012

DEPT. OF ORIGIN: Planning, Building & Public Works

ATTACHMENTS:

DATE SUBMITTED: June 21, 2012

1. Draft Resolution No. 12-092
2. RCW 70.235.070

CLEARANCES:

- Legal LB
- Finance N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works DAB
- Police N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation:**

The purpose of this motion is formally recognize that the City of Des Moines is addressing environmental stewardship by goals, policies, and strategies that address the broad issue of sustainability of the environment including among other things the reduction of green house gas emissions as required by the State for receipt of capital grant funds.

**Suggested Motion:**

“I move to approve Draft Resolution No 12-092 adopting environmental stewardship policies for the City of Des Moines.”

**Background:**

Local governments throughout the nation, both small and large, are taking steps to be more environmentally conscious and make sustainable choices through programs that provide economic and quality of life benefits such as reduced energy bills, green space preservation, air quality improvements, reduced traffic congestion, improved transportation choices to reduce vehicle miles traveled, and Greenhouse Gas (GHG) emission reduction policies, among other environmental policies. Developing sustainable policies is not only good stewardship of the environment, but can also makes sound economic sense in terms of energy conservation and containing costs.

**Discussion:**

Environmental stewardship policies and strategies addressed in Exhibit A to the resolution address policies for: maintaining public buildings; employee-oriented commute trip reduction and energy conservation; energy source and use; fleet vehicle maintenance practices that promote fuel conservation; installation of equipment and lighting that are safe and effective at minimizing cost and energy use; waste reduction and use including recycling of materials; land uses that are supportive of efficient transportation; public education to encourage energy conservation; transportation-oriented multimodal and support reduction in vehicle miles traveled and efficient operation of the transportation system; storm water management that manage and protect the City's surface water runoff entering the waters of Puget Sound; and other policies that protect the environment and conserve use of limited resources.

In addition, adopting these environmental stewardship policies can improve the energy efficiency in all City operations and purchasing, thereby providing monetary savings and quality of life enhancements.

According to RCW 70.235.070, beginning in 2010, when distributing capital funds through competitive programs for infrastructure and economic development projects, all state agencies must consider whether the entity receiving the funds has adopted policies to reduce greenhouse gas emissions. The City is in a stronger competitive position to receive State funds when the environmental stewardship policies are clearly adopted. The policies contained herein are responsive to this State requirement.

**Alternatives:**

The City Council may adopt, revise or reject the proposed resolution. The policies are suggestive rather than prescriptive. Rejection of greenhouse gas provisions jeopardizes an ability to be eligible for state funding or loans for capital projects

**Financial Impact:**

Staff from the State Public Works Board have indicated that the proposed resolution would be acceptable in providing the justification that they require, and that this would allow the City to be eligible for low interest Public Works Trust Fund loans for capital projects.

As noted above, continued efforts towards energy conservation contains the growth of energy expenses for the City. There are no other identifiable impacts from adopting the resolution as the policies set forth are common business practices of the City.

**Recommendation/Conclusion:**

Staff recommends that the City Council approve Draft Resolution No. 12-092 (refer to Attachment 1).

**Concurrence:**

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

**ENGINEER'S FIRST DRAFT 07/2/2012**

**DRAFT RESOLUTION NO. 12-092**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON,** adopting Environmental Stewardship Policies for the City of Des Moines.

**WHEREAS,** the City Council of Des Moines exists to promote the welfare of the citizens of Des Moines, Washington, and recognizes that escalating energy consumption and vehicular emissions can be harmful to the health of people, the economy, and the environment; and

**WHEREAS,** state, regional, and local governments throughout the United States are adopting energy conservation programs and policies; and

**WHEREAS,** many local governments throughout the nation, both small and large, are taking steps to be more environmentally conscious and make sustainable choices through programs that provide economic and quality of life benefits such as reduced energy bills, green space preservation, air quality improvements, reduced traffic congestion, improved transportation choices to reduce vehicle miles traveled, and Greenhouse Gas (GHG) emission reduction policies, among other policies; and

**WHEREAS,** the City Council of Des Moines recognizes that by improving the energy efficiency in all its operations and purchasing, they can realize monetary savings and quality of life enhancements, and

**WHEREAS,** the City of Des Moines has already been addressing environmental stewardship through goals, policies, and strategies that address the more broad issue of sustainability, in addition to GHG emissions; and

**WHEREAS,** according to RCW 70.235.070, beginning in 2010, when distributing capital funds through competitive programs for infrastructure and economic development projects, all state agencies must consider whether the entity receiving the funds has adopted policies to reduce greenhouse gas emissions, and

**WHEREAS,** according to RCW 70.235.070, state agencies must also consider whether a proposed infrastructure and economic development project is consistent with the state's limits on the emissions of greenhouse gases established in RCW 70.235.020; the Statewide goals to reduce annual per capita vehicle miles

Resolution No. \_\_\_\_\_  
Page 2 of \_\_\_\_\_

traveled by 2050, in accordance with RCW 47.01.440; and applicable federal emission reduction requirements, and

**WHEREAS**, the Washington State Public Works Board, as well as other granting entities, has made the adoption of a GHG Reduction Policy a requirement of submitting an applications for monies; now therefore

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

**Sec. 1.** The City Council adopts the policies and/or procedures attached in Exhibit A to satisfy the Washington Public Works Board, as well as other granting entities, requirement and to recognize the policies will benefit the City of Des Moines as good stewards of the environment and natural resources, sustain the environmental quality of the City and the region, and reduce the emission of greenhouse gasses.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this 12th day of July, 2012 and signed in authentication thereof this 12th day of July, 2012.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Exhibit A

**City of Des Moines Policies and Strategies for  
Environmental Stewardship**

**Public Building Policies:**

- Publicly funded buildings should incorporate cost-effective, energy-efficient design.
- Encourage energy conservation practices in buildings by raising the awareness of employees own energy use.
- Conduct energy audits of publicly owned buildings, evaluate potential conservation measures, and then carry out those measures that are appropriate.

**Employee Oriented Policies:**

- Encourage ride-sharing, van-pooling and the use of flex-time schedules by employees when reasonable.
- Support voluntary, employer-based trip reduction programs.
- Encourage telecommuting options with new and existing employers, through project review and incentives, as appropriate.
- Encourage energy conservation practices in buildings by raising the awareness of employees own energy use.
- Implement a "guaranteed ride home" program when supported by public transit agencies for those who commute by bus, light-rail, ride-sharing, or other modes of transportation, and encourage employers to subscribe to or support the program.

**Energy Source & Use Policies:**

- Reduce vehicular emissions by expanding the use of conservation and alternative energy sources and by reducing vehicle miles traveled.
- Reduce pollutants from transportation activities, including evaluating the use of cleaner fuels and vehicles, as well as implementing sound design and land use planning.
- Encourage energy conservation practices in buildings by raising the awareness of employees own energy use.

**Fleet & Vehicle Policies:**

- Encourage an energy-sensitive fleet management program.
- Encourage local purchasing to promote reductions in GHG emissions by the suppliers of its goods and services.
- Consider the installation of Electric Vehicle charging stations.

**Equipment Oriented Policies:**

- Manage street lighting needs by encouraging lighting standards and using lamps that will assure safe and effective illumination at minimum cost and energy use.
- Monitor the efficiency of pumps, and operate and maintain them at peak efficiency. When cost effective options are possible, the one using the least amount of energy should be preferred.

**Waste Reduction & Use Oriented Policies:**

- Implement a solid waste strategy which:
  - Reduces the solid waste stream by recycling and other means
  - Investigates ways to convert non-recyclable solid waste to energy and
  - Promotes the purchase of recycled and recyclable goods
- Expand jurisdiction-wide waste diversion services to include, for example, curbside recycling, and recycling of food and green waste.
- Encourage vendors to reduce vehicular emissions through improved management of waste handling and reductions in waste generation.
- Where and when allowed by the building code, encourage the use of building construction materials made from recycled and recyclable materials.

**Land Use Oriented Policies:**

- Ensure that local Land Use, Housing, and Transportation Plans are aligned with, support, and enhance any regional plans that have been developed consistent with state guidance to achieve reductions in environmentally unsustainable vehicle emissions.
- Adopt and implement a development pattern that utilizes existing infrastructure where feasible.
- Redirect new growth into existing city/urban growth areas.
- Encourage high-density, mixed-use, infill development and creative reuse of brownfield, under-utilized and/or defunct properties within the urban area.
- Whenever possible, urban development should occur only where urban public facilities and services exist or can be reasonably made available.

**Public Education & Outreach Policies:**

- Publicize energy conservation actions to raise public awareness of the value of wise energy use.
- Promote and expand recycling programs, purchasing policies, and employee education to reduce the amount of waste produced.
- Collaborate with local energy suppliers and distributors to establish energy conservation.
- Work with local businesses and energy providers on specific, targeted outreach campaigns and incentive programs.

**Transportation Oriented Policies:**

- Give priority to transportation projects that will contribute to a reduction in vehicle miles traveled per capita, while maintaining economic vitality and sustainability.
- Provide safe and convenient access for pedestrians and bicyclists.
- Support voluntary, employer-based trip reduction programs.
- Where feasible, implement signal timing programs where emissions reduction benefits can be demonstrated, including maintenance of a synchronization system, and will coordinate with adjoining jurisdictions as needed to optimize transit operation while maintaining a free flow of traffic.

- Promote ride sharing programs, including designating parking spaces for ride-sharing vehicles.

**Stormwater Oriented Policies:**

- Plan and encourage sound management of natural resources considering entire watersheds and regional influences.
- Work with citizens, land owners, businesses, neighboring cities, King County, special purpose districts, and private and public agencies to protect and improve environmental quality, seeking shared responsibility and uniform environmental management.
- Manage surface water using a watershed approach through regional efforts to restore salmon habitat and to control flooding.
- Emphasize educational programs and implementation of Best Management Practices to reduce pollution entering surface waters and groundwater and Puget Sound.

**Pesticide Management Policies:**

- Manage pests or vegetation on public lands, rights-of-way and bodies of water in an environmentally sensitive manner while addressing public health, safety, economic, legal and/or aesthetic requirements.
- Protect endangered and threatened species as well as public health by reducing the volume and toxicity of pesticides used on all properties and facilities owned or operated by the City.
- Make decisions regarding the planning, design, and maintenance of grounds, landscapes, road and utility rights-of-way, and water bodies within the City consistent with the principles of Integrated Pest Management (IPM). Additionally, if pesticides are used in the course of implementing an IPM program, toxicity, including possible effects on threatened or endangered species as well as public health, should be considered in the selection and application of products.
- Fertilizer use should be minimized as follows: 1) Organic/slow release fertilizers should be used whenever possible; 2) Whenever possible Natural Yard Care techniques should be utilized; and 3) Fertilizers should be used to the minimum

extent necessary and should never exceed manufacturer's specifications of application.

- Pesticide use should be minimized as follows: 1) Use manual vegetation removal methods whenever feasible; 2) Targeted application of pesticides should be used whenever feasible, rather than broad land application; 3) Pesticides should be used to the minimum extent necessary and should never exceed manufacturers specifications of application; and 4) Pesticides should be only applied by trained/qualified/licensed staff.

**Other Policies:**

- Coordinate with other agencies in region to develop and implement effective waste management strategies and waste-to-energy technologies.
- Establish programs and policies to increase the use of recycled water.
- Install water-efficient landscapes and irrigation

**RCW 70.235.070**

**Distribution of funds for infrastructure and capital development projects -- Prerequisites.**

Beginning in 2010, when distributing capital funds through competitive programs for infrastructure and economic development projects, all state agencies must consider whether the entity receiving the funds has adopted policies to reduce greenhouse gas emissions. Agencies also must consider whether the project is consistent with:

- (1) The state's limits on the emissions of greenhouse gases established in RCW 70.235.020;
- (2) Statewide goals to reduce annual per capita vehicle miles traveled by 2050, in accordance with RCW 47.01.440, except that the agency shall consider whether project locations in rural counties, as defined in RCW 43.160.020, will maximize the reduction of vehicle miles traveled; and
- (3) Applicable federal emissions reduction requirements.

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Talking Points for Council Discussion  
about the Redondo and Woodmont Areas

FOR AGENDA OF: July 12, 2012

ATTACHMENTS:

- 1. PBPW – Planning and Public Works Items  
at Redondo/Woodmont
- 2. Police Department Items at  
Redondo/Woodmont
- 3. Marina Items at Redondo

DEPT. OF ORIGIN: Executive

DATE SUBMITTED: July 5, 2012

CLEARANCES:

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this item is to provide a starting point for council discussion of potential issues in the Redondo and Woodmont area. No formal action is required, this information is provided for policy discussion purposes only.

**Redondo/Woodmont**  
*Perspective, Priorities and Strategies*  
Engineering Staff

**Capital Improvement Projects**

1. Reconstruct the curb, gutter, and sidewalk adjacent to Salty's parking lot.
  - East side of Redondo Beach Drive between Redondo Way and S. 282<sup>nd</sup> Street
2. Reconstruct pedestrian ramps at the intersection of Redondo Beach Dr/Redondo Way
  - Non ADA Compliant
  - Need to accommodate HCC's MAST facility
3. Upgrade and Replacement of Intersection Control Beacon (Flasher)
  - Update to current standards – or remove
  - Include street lighting at this intersection
4. Complete improvements to Redondo Way – North Side
  - Curb, gutter, and sidewalk
  - Replace angled parking with parallel parking (match south side)
5. Extension of sidewalk on west side of Redondo Beach Drive in front of Salty's
  - Continue Improvements in front of MAST facility

**Operations and Maintenance Issues/Concerns**

1. Removal of marked cross-walk at S. 282<sup>nd</sup> Street (Salty's) due to close proximity of the crosswalk at the Redondo Way/Redondo Beach Drive 4-way stop.
2. Redondo Way/Sound View Drive intersection
  - Inadequate sight distance from Sound View Drive
  - Perception of speeding on Redondo Way
  - Reinstallation of speed bump on Redondo Way
3. Redondo Beach Drive and Redondo Way Intersection
  - PM Peak hour backups – Level of Service F (*Seasonal*)
4. Boardwalk "superstructure"
5. Redondo Beach Drive
  - Small sink holes develop as a result of tidal activity
6. Woodmont Drive South (neighborhoods east of 16<sup>th</sup> Ave. So.)
  - Ground water causing paved roadway and concrete curb/gutter, sidewalk and driveway deterioration and damage to private property.

### Other on-going citizen concerns

1. Perception of unsafe speeds on Redondo Beach Drive
2. Noise and activity in the evening and at night
3. Trees on Woodmont Beach Road South

### Development Services Staff

### Zoning Issues

1. There are a few small lots within the Redondo area that are zoned multi-family which are used for single-family residential. Given that they are zoned multi-family, the minimum lot size is 7,200 square feet which makes the lots substandard and nonconforming. The other small lots in Redondo were made conforming by the creation of the RS-4000 zone 5 years ago.
2. Redondo Ridge Condominium and Redondo Heights Condominium are located on properties zoned Residential Single Family 9,600 (RS-9600) and designated Single Family by the *Des Moines Comprehensive Plan* which makes them nonconforming uses and buildings.
3. All of the single-family lots in Redondo have rights-of-way on both sides of the lot (street and alley) and are therefore classified as through lots requiring a 20 foot front yard on both sides. This prevents the garages for new or renovated homes from being placed closer to the alley consistent with the existing development pattern. Lots with less than 6,400 square feet and adjacent to one right-of-way only require a 10 foot rear yard setback.
4. The commercial zoning around Wooten Park is very fragmented without a clear vision for the commercial expectations for the area (Salty's Property, HCC, and the old Market).
5. There is not yet a clearly articulated vision for the commercial areas along Pacific Highway South. The commercial area starting approximately 450 feet south of 252<sup>nd</sup> Street to South 272<sup>nd</sup> Street is the City's only other area along Pacific Highway that is continuously within the City of Des Moines outside of the Pacific Ridge (i.e., not part of the zipper border)
6. The property at the corner of 252<sup>nd</sup> and Pacific Highway is owned by one person but within both Kent and Des Moines, each with different zoning rules and permitted uses which has prevented a number of different development proposals over the years.

7. Saddlebrook Apartments (2100 South 260<sup>th</sup> Street) is located on property zoned Residential Single Family 7,200 (RS-7200) but designated Multi-Family by the *Des Moines Comprehensive Plan*. Based on the current zoning the building and use are considered nonconforming and could not be rebuilt if they burned down or destroyed. This limitation does not apply to single family structures and condominiums.

### **Critical Areas**

1. The Woodmont and Redondo area are surrounded by a number of critical areas including Ravines and Steep Slopes and there are no exemptions in the Critical Area Code to allow any vegetative maintenance in these areas without a full Critical Areas Permit and SEPA Review.

# Police Department Overview of Redondo / Woodmont Concerns

## **REDONDO:**

### Burglary, Theft from auto, Mail Theft,

- Empower residents to reduce “opportunity and ability” for crime
- Launch mass crime prevention campaign (use of VMS, door-to-door literature, mobile precinct, etc)
- Encourage residents to participate in Block Watch / neighborhood events
- Empower residents to report suspicious persons/behavior (LE be less tolerant when contacting)
- Overtime/targeted patrol time for proactive enforcement

### Solicitors/suspicious subjects

- Empower residents to report suspicious persons/behavior (LE be less tolerant when contacting)
- Officers less tolerant enforcement of DMMC 5.08-Cite solicitors w/o city permit
- Labor hrs for targeted patrol time for proactive enforcement

### Vehicles parked after hours at Boat Launch/Redondo Way parking area, Reckless vehicles in boat launch parking lot

- Restrict parking on Redondo way after hours
- Officers less tolerant enforcement of DMMC 19.08-Cite persons in parks after hours

### Speeding for 281/10 area

- Pole Mounted speed display signs in 281/10<sup>th</sup> area -or-

### Graffiti

- Coordinate quick consistent clean up of graffiti
- Labor hrs for targeted patrol time for proactive enforcement
- Pole Cameras

### Noise complaints on beach, Fireworks/Illegal discharge

- Labor hrs for targeted patrol time for proactive enforcement
- Officers less tolerant enforcement of DMMC 19.08-Cite persons in parks after hours

### People/Juveniles on boardwalk at night (noise/vandalism/HBD/harassment)

- Labor hrs for targeted patrol time for proactive enforcement
- Officers less tolerant enforcement of DMMC 19.08-Cite persons in parks after hours
- Pole Cameras
- Modify after hours parking capability

Speeding on Redondo Beach Drive (2012 speed study - 85<sup>th</sup> percentile 32mph in 25mph)

- Pole Mounted speed display signs on Redondo Beach Drive S
- Raised pedestrian crosswalks/speed humps on Redondo Beach Drive

People/Juveniles in park afterhours (noise/fighting/HBD/harassment)

- Labor hrs for targeted patrol time for proactive enforcement
- Modify after hours parking capability
- Officers less tolerant enforcement of DMMC 19.08 Cite persons in parks after hours

## **WOODMONT:**

Burglaries, Mail Theft, Speeding on Woodmont Beach Road

- Empower residents to reduce “opportunity and ability” for crime
- Launch mass crime prevention campaign (use of VMS, door-to-door literature, mobile precinct, etc)
- Encourage Block Watch / neighborhood events
- Pursue sped study

## **Woodmont and Redondo Area Crime Statistics**

### **January 1, 2010 – July 3, 2012**

Crime Type	2010	2011	2012
Domestic Assault	21	17	6
Domestic Dispute (Verbal DV)	53	59	36
Assault	7	6	3
Rape	1	0	1
Robbery	6	9	5
Murder	0	1	0
Burglary – Residential	27	42	21
Burglary – Non Residential	10	8	4
Theft from Vehicle	43	30	18
Theft of a Bike	2	3	1
Theft (general)	53	54	13
Shoplift	55	41	27
Vehicle Theft	23	25	13
Recovery of Stolen Vehicle	19	25	12
Vandalism/Malicious Mischief	27	32	8

## Top 5 Preventable Crimes For The Redondo / Woodmont Area

### 1. Theft/Shoplifting

*The primary area of concern here is the theft from parked vehicles. This could be interrupted by residents and visitors to the area taking valuable out of their vehicles and placing them out of sight within the vehicles.*

### 2. Residential Burglary

*This area has historical been hit the hardest with burglaries between he months or March – June, October and November and again in January. An increase in block watch groups could offer a solution in slowing the growth of this crime.*

### 3. Vandalism

*Many of these crimes involved things being thrown at moving vehicles.*

### 4. Theft of Vehicles

*About 40% of the vehicles taken in this area are taken from parking lots associated with multi-family housing areas or shopping center parking lots.*

### 5. Recovery of Stolen Vehicles

*This goes back to neighbors and businesses being aware of suspicious people and vehicles in their neighborhood and reporting things that look out of place.*

# Memorandum

**To:** City Council

**From:** Joe Dusenbury, Harbormaster

**cc:** Tony Piasecki, City Manager  
Lorri Ericson, Assistant City Manager

**Date:** 7/5/2012

**Re:** Report on the Physical Condition and Operational Status of the Redondo Waterfront Facility

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## Background

The City acquired the assets owned by King County when the Redondo-Woodmont area was annexed by the City in the late 1990's. The boat launching ramp and parking lot, the public fishing pier the public restroom and small waterfront plaza were assigned to the Marina to operate and maintain. The Redondo Boardwalk, a newly completed waterfront pedestrian walk and beach access was also assigned to the Marina.

The original facility was built in 1980 and by the time it was acquired by the City it was still fully operational, but there were obvious maintenance needs. It was also a little too small to accommodate the demand from the boaters that existed at that time and it was common to have vehicle-trailer combinations parked outside the lot on days when the fishing was good.

In 2001 – 02, the City, aided by a \$750,000 grant from the State's Boating Facilities Program completed a \$1.3 million dollar renovation of the facility. The launch ramp was extended and more boarding floats added, along with a floating wave-attenuator. The parking lot was completely demolished and re-built to increase capacity and a new pay station was installed. At that time the City started charging everyone that parked in the lot a fee. Prior to the remodel, only vehicle-trailer combinations paid a fee.

In the decade since the remodel the demand from the fishing community has declined to the point where the lot is usually able to accommodate peak fishing days without overflow to street parking. Other uses have increased though and the overall numbers of

people that use the facility, along with revenues from parking have increased steadily over the years. The fees are structured so that the users can purchase parking for one, two or three hours or all day. There is one fee vehicle-trailers. The City has increased parking fees twice in the last ten years, but they are still much lower than downtown parking rates for single vehicles and the rate for parking vehicle-trailers is lower than all the surrounding ramps.

### **User Groups**

#### **Walkers**

People that come to Redondo to walk on the Boardwalk make up the largest single user group, although they probably have the least impact on operations. Many of these people live close enough to walk from their homes but a significant number of them drive to the facility and park on the street or in the lot. They tend to make their Redondo walk part of their daily routine and some have been using the facility for years. Most of the revenue from the parking lot comes from the purchase of one-hour parking.

#### **Beach & Park Users**

The next largest group by number are the people, usually families with small children that come to Redondo to go to Wooten Park or to use the beach area next to Salty's or the beach next to the launch ramp. This use is highly seasonal and weather dependent. If these users park in the lot they tend to purchase the 2 or 3 hour tickets.

#### **Marine Science and Technology Center (MaST)**

A recent addition to the Redondo waterfront, the Highline Community College MaST facility also tends to attract families with young children but their programs are indoors and not weather dependent, although the two activities overlap during the summer months. Resolution No. 1014, (June 2006), authorized the construction of the Mast facility and because the project did not include any off-street parking or improvements to the on-street parking the resolution contained limits on the frequency of use of the facility. The resolution also contained a condition that requires HCC to implement parking improvements and/or mitigation if the limits were exceeded as the facilities programs grew. The Students, administrators and visitors do increase the overall demand for parking, but much of that demand is during the non-summer months when the impact of that demand is not as great

#### **Public Fishing Pier Users**

The Public Fishing Pier in Redondo is a popular spot for salmon, crab and squid fishing. The intensity of the use depends on the availability and numbers of the desired species and some of the use, specifically squid and some crabbing occur in the non-summer months. This group also tends to use the on-street parking and their largest impact the

use of the restrooms. Like the walkers, this group includes people that have used the pier for years.

#### SCUBA Divers

This group has grown significantly in the last decade. Redondo has become a very popular spot for underwater diving activities. Users tend to be club members who come to Redondo as part of a group or students who are part of a group of beginning divers. Diving is a year round activity because the water temperatures don't change that much in the winter and underwater visibility during the non-summer months is much better than during the warmer weather. These users need some room for their gear so most of them use the parking lot and purchase the all day tickets. In addition to being good customers, they are advocates for clean water and sponsor beach and underwater clean-up activities. The largest impact this group has is on the restrooms. The Marina staff has installed out-door cold water showers that the divers can use to rinse off after dives.

#### Boaters

Most of the boaters that come to the Redondo facility to use the launch ramp are engaged in recreational fishing. This has become a highly seasonal activity that peaks in August with the return of the salmon. The other important openings are the crab season that opens in June or July, and the shrimp season that opens earlier in the spring. Even though the seasons are getting shorter, this group still accounts for about a third of the parking revenue. The impacts of this group are almost entirely traffic and parking related, but that seems to be getting better as the fishing opportunities decline. As a group the boaters are very good about paying the parking fees.

#### Restaurant Customers

Unrelated to other uses of the facility, patrons of Salty's Restaurant use the parking lot when the restaurants lot is full and street parking is not available.

### **Operations**

When the public launch operation in the Marina was discontinued in 2009 the staff committed to staffing Redondo during the peak use months and now the facility is staffed full-time from the middle of June to the first of October. Staff cleans the restrooms, tends the landscaping, monitors the parking lot and helps boaters on the ramp. During the off-season a staff person goes to Redondo once a day, usually in the morning to clean the restrooms, empty the garbage and look for any maintenance issues.

Most of the maintenance hours at Redondo are spent on repairing/replacing the boarding floats, and repairing the boardwalk deck and railing.

### **Capital Improvement Planning**

The facility is generally in good condition but there are some long-term needs that the staff is working on.

#### **Launch Ramp**

The original boarding floats built in 1980 are being replaced at the rate of one or two per year. By the end of 2013 all of them will be replaced and the concrete brow at the top of the ramp will be replaced with a new one. The result will be about a three foot increase in the width of the ramp.

#### **Public Restroom**

The staff is planning on replacing the metal roofing system on the restroom.

#### **Boardwalk**

The Boardwalk will need some expensive renovations in the future. The most visible problem is the corrosion of the metal connector plates and brackets that anchor the outer edge of the boardwalk to the outer row of piling. A more pressing problem is the walking surface. When the boardwalk was built the wrong type of lumber was used for the decking and the application made the problem worse. Most of the staff's maintenance hours at Redondo are spent on fixing problems with the decking and there have been some "trip & fall" accidents there. The staff needs to start researching other materials and methods that could be used to replace the existing decking. Replacing the decking will also give us the opportunity to upgrade and replace the brackets and connector plates. Even without any preliminary work, given the size of the boardwalk, it is safe to assume that this will be a very expensive project.

### **Summary**

The Redondo Facility is an important part of the City's waterfront. The number of people that use the facility is surprisingly large considering its size. The staff considers the Redondo Facility to be part of the Marina and is committed to maintaining the same levels of customer service and maintenance for both locations.

**Redondo/Woodmont**  
*Perspective, Priorities and Strategies*  
Parks, Recreation and Senior Services Director

**Capital Improvement Projects**

1. Renovation of Wooton Park: replace the playground equipment, replace the gazebo, replace the site furnishings, refurbish the path, improve landscape and drainage and add on-site parking
2. Complete frontage improvements along south boundary of Wooton Park (north side of Redondo Way) such as curb, gutter, and sidewalk
3. Redondo Hillclimb: build the park per master plan or sell property
4. Woodmont Park Trail: Develop the trail to link Marine View Dr. S. to 13<sup>th</sup> Ave. S.
5. Acquisition of 10-25 acres land for future development of an active Community Park to serve the Woodmont/Redondo Neighborhoods

**Operational and Maintenance Issues/Concerns**

1. Solutions for ongoing use concerns at Wooton Park other than removing amenities such as the basketball hoops to solve late night use issues. Wooton Park hillside vegetation management
2. Provision of maintenance and repair and replacement funds for Dr. Shirley Gordon Park at the future Landmarque Sub Division and for Crestview Park at the future Crestview Sub Division when completed
3. Woodmont Park tree and vegetation management
4. Redondo Trail vegetation management
5. Interlocal Agreement for improved joint use/access to Federal Way Public Schools. Woodmont Elementary School is utilized for fee supported recreation programs, however, cost is prohibitive to low income citizens

**Other on-going citizen concerns**

1. Citizens concern that there are no developed parks and recreation facilities to serve Woodmont neighborhood and no capital park projects have occurred in the Woodmont area since annexation to the City in 1997
2. Lack of connection to Des Moines. Orientation is to Federal Way for schools, freeway access and shopping
3. Lack of public program sites, especially for senior citizens in the Woodmont and Redondo Neighborhoods



# CITY COUNCIL SPEAKER SIGN UP SHEET

July 12, 2012  
DATE

Comments re: Woodmont/Redondo Issues Only

NAME (PLEASE PRINT)	ADDRESS	TOPIC TO BE DISCUSSED
✓ Row Harris	28910 4TH PLS DES MOINES	BOAT LAUNETH GENERAL
✓ CLIFF McNEAL	28120 REDONDO BCH PRS. # 211	PARKING.
✓ Barry Costello	28303 Sandvick PRS Des Moines, WA 98188	Redondo Dr South 3 way stop at and Sandvick PR
✓ Joan C. Barker	700 S 282nd Ave. S. Des Moines	#742 Traffic & Parking
✓ JOHN Sullivan	28303 Sandvick PRS DES MOINES	TRAFFIC
✓ ORRIN MALT	28303 Sandvick PRS DES MOINES	Redondo
✓ <del>Card</del> Pat Daniel	1313 S. 279th St Des Moines	Traffic & Safety
✓ DON GRASSELL	1321 S 279th ST DES MOINES	STREET LIGHT PROJECTS -
✓ BERT J MARKEL	1831 S 268th St # 19	MOBIL HOME PARKS
✓ Rick Johnson	28621 Redondo Beach Dr	Parking
<del>NO</del> LEONARD HICKS	1218 S 257th Pl	Parking
✓ GUY ANZIGER	28708 Sandvick Dr	Parking
✓ <del>[Signature]</del>	5345 Franklin Way	CROSSWALK @ 5345



## THE PARKING SITUATION

These photos were taken around 8 p.m. last night, a mid-week evening on a pleasant early summer day, not particularly warm. On weekends, holidays and hot summer days, there are many more cars and many more people. Obviously additional off-street parking would be an asset to the neighborhood.

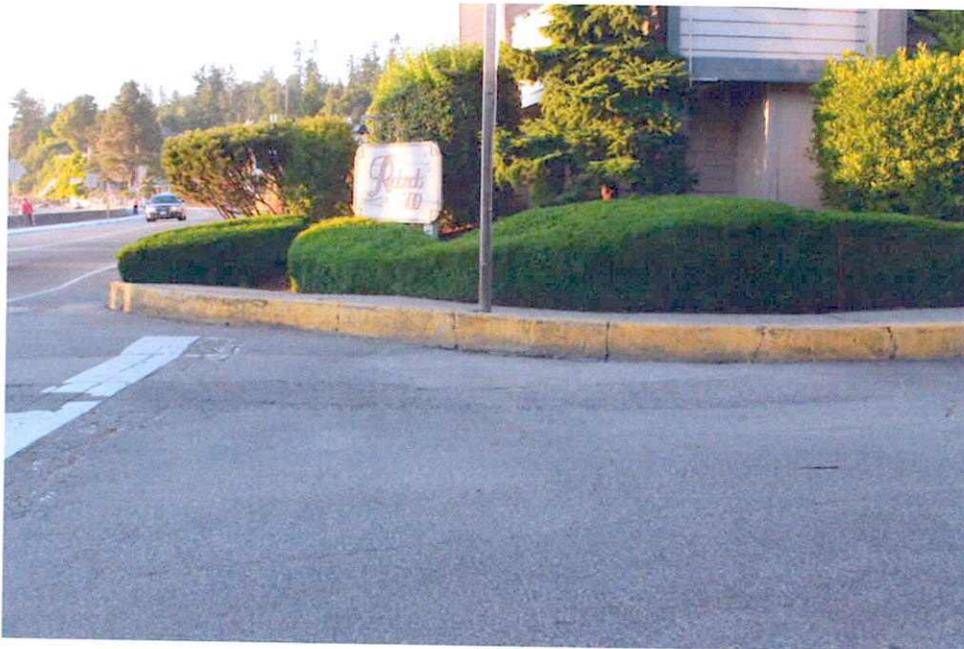


Looking north from S. 282nd Street on Eighth Avenue S. The yellow item on the lawn to the right is the neighborhood fire hydrant. This street is barely a lane and a half wide with turnouts when cars are parked along it, as they always are.

Looking east from the intersection of S. 282nd Street and Eighth Avenue S. The angle-in parking on the north side of Wooten Park is in a sloped gravelled area. Much of the gravel ends up in the south side of the street and can constitute a hazard for walkers.

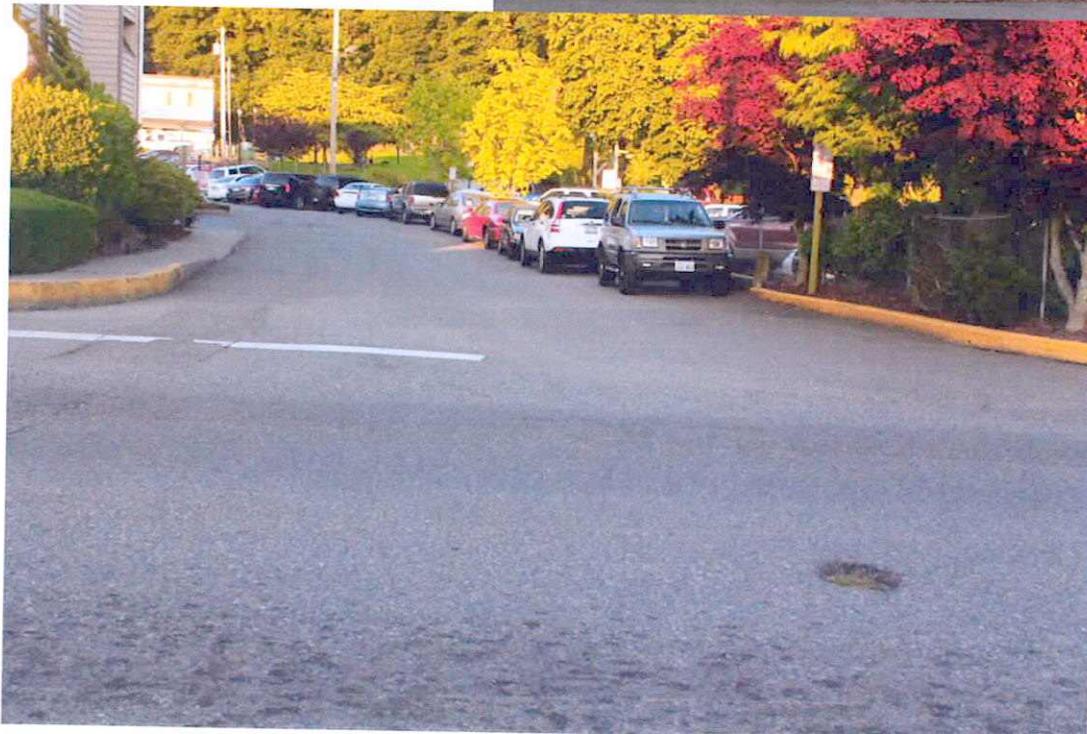
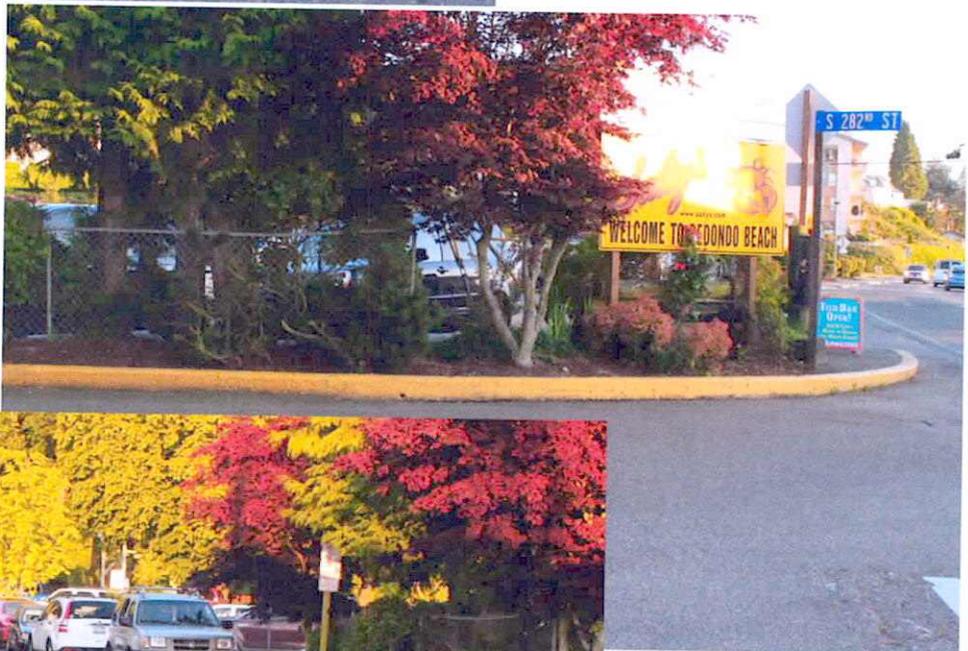


LOOKING NORTH AT INTERSECTION  
of S. 282nd Street and Redondo Beach Drive S.



This curb is a full 12" high, and during most of the rainy season, there is a considerable "lake" that fills the north side of S. 282nd Street running east from the intersection. For these two reasons those of us requiring handicapped access and folks with strollers or small children must walk in the south side of the street.

The plantings and lack of an east-west sidewalk on this, the south side of 282nd Street, make this a blind corner for folks turning into the street from northbound Redondo Beach Drive S.



Cars parked along S. 282nd Street further restrict the area available for those who must use this street for walking. The north side is posted "NO PARKING WEST OF HERE", but it is sometimes ignored.

July 12, 2012

MEMORANDUM

From: Barry M. Costello, Redondo Beach Condominium Association Secretary  
To: Des Moines City Council

Subject: Safety Issue at Corner of Redondo Beach Way and Soundview Drive South

Council Members:

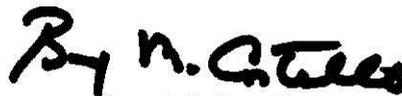
We have a safety concern that needs attention by the Council.

Several years ago a pedestrian was struck by a car near the intersection of Redondo Beach Way and Soundview Drive South (As recalled by several members of the Redondo Beach Condo Association). The City recognized the safety hazard, and installed a speed bump just west of the intersection, and the desired effect of slowing down speeding traffic was achieved.

This past summer the City replaced a section of water piping under the road and removed the speed bump without replacement. I visited with Brandon Carver of the City of Des Moines Transportation and Engineering Division the first week of April. Brandon indicated that the speed bump was not replaced partially because the fire department did not like them, however, noted that pedestrian safety would overrule any objections by the fire department (a subsequent call to the fire department confirmed that they would not object to a safety measure such as this). He was not aware of the current speeding concern. He WAS aware of the additional problem of "sight line" where drivers cannot see west at the intersection because there is a parking spot right at the west of the intersection – which effectively blocks visibility of oncoming cars (this space needs to be eliminated).

I communicated further with Brandon via e-mail on 8 and 23 April and met with Dan Brewer on July 12. There is an acknowledgement by all parties that something must be done. The speed bump was put there to address an issue. The facts supporting that original Council decision have not changed. It remains a very busy intersection, especially at this time of year with families and strollers crossing to enjoy the park. Dan felt that he would be completed with his due diligence review of the situation within a few weeks, and tentatively indicated that a three way stop would be favorably considered.

We write to highlight this ongoing safety discussion for the information of the City Council. The three way stop will reestablish the status quo interrupted by the prior City project.



Barry M. Costello  
Secretary, RBCA

May 8, 2012

The following members of the RBCA support the initiative to deal with the safety issue at the corner of Soundview Drive and Redondo Way:

Diane J. Domine  
Maggie Gunn  
Hazel Steel  
Norma Woods  
Katsing Young  
D. W.  
Jon Hughes  
W. Patel  
W. June Strzelbeck  
Kathy Spence  
Joann DeBoer  
Alan Johnson  
Brenda C. Eng  
Steven V. William  
Kathy Buckert  
L. E. Johnson  
Christine Maly



Blue rectangular mark

Red rectangular mark

Three red 'X' marks arranged in a diagonal line

Two red rectangular marks, one horizontal and one vertical

Blue scribbled marks at the bottom right corner





REGULAR MEETING  
DES MOINES CITY COUNCIL

July 12, 2012 - 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CORRESPONDENCE

COMMENTS FROM THE PUBLIC:

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

CONSENT CALENDAR

Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes of the meetings of June 28, 2012

Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers described as follows:

Claim checks \$412,430.63

Payroll fund transfers in the total amount of \$491,426.47

Total certified Wire Transfers, Voids, A/P & Payroll vouchers are \$903,857.10

Item 3: AWARD OF REDONDO HEIGHTS PIPE PROJECT CONTRACT

Motion is to award the construction contract for the Redondo Heights Storm Sewer Replacement project to Pacific Coats General, LLC, in the amount of \$334,506.08, plus a 10% contingency and further to authorize the City Manager to sign said contract

Item 4: JOINT MINOR HOME REPAIR PROGRAM INTERLOCAL AGREEMENT

Motion is to authorized the City Manager to sign the Interlocal Agreement between the Cities of SeaTac, Des Moines, Covington, Pacific and Tukwila for the 'Minor Home Repair Program' for 2012 through May 31, 2013.

Item 5: TRANSPORTATION GATEWAY PROJECT: 216<sup>TH</sup> AVE S RIGHT-OF-WAY ACQUISITION: USPS - PARCEL 3

Motion is to approve and accept the Public Use and Temporary Construction Easement for Parcel Number 092204-9077, the Des Moines Post Office, purchasing a 176 square foot permanent sidewalk easement in the amount of \$1,085.92, a 44 square foot Slope Easement in the amount of \$67.87, for a total of \$1,154.00 (rounded to the nearest dollar), an administrative settlement and processing fee in the amount of \$2,500, for a grant total of \$3,654.00, plus reasonable closing costs, and to authorizes the City manager to sign the Public Use and Temporary Construction Easement and Real Property

*Double check  
X amplify  
AND  
re word  
4 3 sign up sheets:  
2 put comments for  
public  
Woodmont/Redondo  
@ that item twice  
all other @ beginning  
public hearing*

Voucher Agreement substantially in the form as submitted and accept the easement on behalf of the City of Des Moines.

PUBLIC HEARING

1. 2013-2018 6-YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) ADOPTION  
Staff Presentation: Assistant Transportation Director Dan Brewer

NEW BUSINESS

1. DRAFT RESOLUTION 12-092, ENVIRONMENTAL STEWARDSHIP  
Staff Presentation: Assistant Transportation Director Dan Brewer

2. WOODMONT/REDONDO POLICY DISCUSSION  
Joint Inter-Departmental Staff Presentation

*allow comment first  
100 copies of woodmont  
incl Patricia piece*

NEXT MEETING DATE July 19, 2012, City Council Regular Meeting

ADJOURNMENT

# Consent Agenda Item #1

## REGULAR MEETING DES MOINES CITY COUNCIL

June 28, 2012 - 7:00 p.m.

CALL TO ORDER - Mayor Kaplan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE – The flag salute was led by Mayor Pro-Tem Matt Pina

### 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 Attorney Tim George; Assistant City Manager Lorri Ericson; Planning Building and Public Works Director Grant Fredricks; Interim Police Chief John O'Leary; Parks Recreation and Senior Services Director Patrice Thorell; Development Services Manager Robert Ruth; Senior Planner Jason Sullivan; Senior Services Manager Sue Padden; Associate Transportation Engineer Brandon Carver; Court Administrator Jennifer Johnson; City Clerk Sandy Paul;

### COMMENTS FROM THE PUBLIC:

Dan Kirkland, 21030 3<sup>rd</sup> Avenue South, commented on a letter he sent to council regarding ROW requirements on new developments. Because his lot lines were vacated in 1904, the regulations prevent him from dividing his double lot without installing curb gutter and sidewalk even without short or long term plans for them anywhere in the neighborhood. He asked the City Council for relief.

### BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

Councilmember Scott

- Encouraged everyone to come to the farmer's market each Saturday
- Announced a grand rededication of the Auditorium at Beach Park from 5-7 p.m. on July 11

Councilmember Sheckler

- Commented from the *776 Stupidest Things Ever Said by Politicians*

Councilmember Burrage

- As the Des Moines representative to the South King County Transportation Board (SKTBd) she attended the meeting where the topic of discussion was inviting the Port of Tacoma and some additional Chambers of Commerce to participate but without voting rights

Mayor Pro-Tem Pina

- Reminded everyone that the 4<sup>th</sup> of July is next week and the Marina will be a busy place

Councilmember Musser

- Commented on the recent Marina Stakeholders Committee meeting where several land use options were discussed.

Councilmember Caldwell

- Commented that an arena in Des Moines or elsewhere would be a good means to stimulate business in the surrounding cities. A good location might be west of the airport where there is no development

## PRESIDING OFFICER'S REPORT

- Mayor Kaplan *cut the ribbon* and opened Super Bowl Pho last week. He is proud to take part in other business openings as well
- Recognized two longtime city employees retiring: Linda Wright, who has worked in Des Moines as Administrative Assistant in the Public Works Department for 12 years, and John O'Leary, Interim Police Chief, who is ending a 33 year police career
- At the July 5 City Council meeting several emerging issues will be covered on the agenda: Sound Transit, a Pavement Overlay program, and the Marina District Design Theme and Incentives
- The July 12 City Council meeting will be held at the Woodmont Elementary gymnasium. There will be a discussion about the Woodmont/Redondo area. South end Des Moines residents are strongly urged to attend
- The CEO of Highline Community Hospital informed the mayor of its intended merger with Franciscan Hospitals

## ADMINISTRATION REPORTS

- City Manager Plasecki met with Dan Kirkland about the street improvements to his and his brother's double lot. The City Manager has no administrative flexibility with a variance or any other means to relax standards. Councilmember Sheckler commented that Mr. Kirkland made a good case in his plea to the City Council.
- A grant request was submitted to RCO to refurbish the Dining Hall and Des Moines made the list. Project budget is \$900,000. The grant is for \$750,000. Cost estimates have been pared back to make it possible to do this work if the grant is received
- Insurance with WCIA will go down next year \$35,000 due to fewer claims and a lower number of worker hours being reported
- Retirement of two longtime employees: Linda Wright and John O'Leary. Linda did all the notebooks that were carried to Washington, D. C., and enabled the grant to complete the Marina District Water Line project now completed by Water District 54. John will have to make a presentation tonight on his second to the last night of his career.
- A Capital Improvement Program Update was provided by Planning Building Public Works Director Grant Fredricks.

## ACTION/DIRECTION

Councilmember Sheckler moved to recommend that staff look into building some flexibility into the Code regarding the requirement of sidewalks in neighborhoods where none have ever existed and are not planned for the near or distant future; second by Councilmember Musser. The motion passed, 7-0.

## CONSENT CALENDAR

### Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes of the meetings of June 7, 2012

### Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers described as follows: (A second list of vouchers was submitted containing the correct check numbers).

Claim checks **\$702,261.05**

Payroll fund transfers in the total amount of **\$433,414.24**

Total certified Wire Transfers, Voids, A/P & Payroll vouchers are **\$1,135,675.29**

### Item 3: MAYORAL APPROVAL OF APPOINTMENT OF VIC ANDERSON TO THE SENIOR SERVICES ADVISORY COMMITTEE

Motion is to confirm the Mayoral appointment of Victor Anderson to a four-year term on the Senior Services Advisory Committee, effective June 29, 2012 and expiring on December 31, 2015.

### Item 4: EXTENSION OF JANITORIAL SERVICES CONTRACT

Motion is to approve the Addendum/Amendment to the contract with American Building Services for janitorial services for City owned buildings extending it through December 31, 2014 at an estimated cost of \$115,000 per year, and additionally to authorize the City Manager to sign the Contract Addendum/Amendment substantially in the form as submitted.

Item 5 DRAFT RESOLUTION 12-019 SETTING THE HEARING DATE TO CONSIDER AMENDMENTS TO THE BUSINESS PARK ZONE (CHAPTER 18.25 DMMC)

Motion is to adopt Draft Resolution No. 12-019 setting a public hearing on July 26, 2012 to consider Draft Ordinance 12-019 amending the Business Park Zone codified as Chapter 18.25 DMMC.

Item 6: CONTRACT AMENDMENT FOR CONSULTING SERVICES FOR AUDITORIUM/BEACH PARK PROJECTS

Motion is to approve the Amendment to the Consultant Agreement for Owner's Representative Services between the City of Des Moines and David A. Clark Architects, PLLC in the amount of up to \$38,600, thereby bringing the contract amount to a total of \$68,600, plus a 10% contingency and authorize the City Manager to sign the Amendment substantially in the form as submitted.

Councilmember Mussed moved approval of the Consent Agenda; Mayor Pro-Tem Pina, second. The motion passed, 7-0.

#### PUBLIC HEARING

##### 1. MODIFYING FENCE REGULATIONS IN RESIDENTIAL ZONES

Mayor Kaplan opened the public hearing at 7:35 p.m.

Development Services Manager Robert Ruth provided a PowerPoint presentation and explained the City's Fence Code which contains five fundamental key features.

Mayor Kaplan read the rules of the Public Hearing into the record.

Mark Eide, 28023 Redondo Beach Drive, spoke about the Fence Code. It is important for the safety of the Redondo community to have the Council consider some changes to the current Fence Code that was written in 1959 and has not been amended since then.

Mayor Kaplan called three times for anyone else wishing to speak. No one came forward.

Staff clarified that the new ordinance covers both single family and multifamily residential homes, as requested by Mr. Eide.

Mayor Kaplan closed the Public Hearing at 8:02 p.m.

#### ACTION/DIRECTION

Councilmember Musser moved to suspend Council Rule 26 (a) allowing the City council to take action on Draft Ordinance No. 12-059 on first reading; Mayor Pro-Tem Pina, second. The motion passed 7-0.

Councilmember Musser moved to adopt Draft Ordinance No. 12-059 adding new definitions for fence types and amending Section 18.40.150 DMMC, except to amend and consolidate Sections 18.40.150.3, 18.40.150.4, and 18.40.150.5 DMMC, into one section, and changing setback and height requirements for fences in residential zones; Mayor Pro-Tem Pina, second. The motion passed, 7-0.

Mayor Kaplan read the ordinance as approved into the record.

#### OLD BUSINESS

##### 1. Second Reading of Draft Ordinance 12-026 – Institutional Campus Zone

Senior Planner Jason Sullivan addressed the Institutional Campus Zone in prefacing remarks.

#### ACTION/DIRECTION

Councilmember Sheckler moved to adopt Draft Ordinance No. 12-026 amending the Zoning Code, Title 18 DMMC by adding a new chapter entitled Institutional Campus Zone; Mayor Pro-Tem Pina, second. Mayor Kaplan offered a friendly amendment, acceptable to both maker and seconder, which includes *Amendment 1 as provided in Attachment 2 to the June 28, 2012 Agenda item – Administrative Amendments to Master Plans*. The motion passed as amended, 7-0.

Mayor Kaplan read the ordinance as approved into the record

NEW BUSINESS

1. School Zone Speed Enforcement

Police Chief John O'Leary discussed school zone safety and automated speed enforcement and expanding it to Midway Elementary/Pacific Middle School.

ACTION/DIRECTION

Councilmember Sheckler moved to approve the continuation of the Automated Speed Enforcement program at Woodmont Elementary with American Traffic Solutions under the terms of the previously authorized contract agreement; Mayor Pro-Tem Pina, second. The motion passed, 6-1. Councilmember Caldwell voted *no*.

Councilmember Sheckler moved to expand the Automated Speed Enforcement (ASE) project to the Midway Elementary/Pacific Middle School zone on 24<sup>th</sup> Avenue South; Mayor Pro-Tem Pina, second. The motion passed, 6-1. Councilmember Caldwell voted *no*.

Councilmember Sheckler moved to authorize the City Manager to enter into a contract Amendment/Addendum with American Traffic Solutions (ATS) for a four year ASE program commencing with a 30 day warning period for school zone speed limit violations at Midway Elementary/Pacific Middle School on 24<sup>th</sup> Avenue South, substantially in the form and terms of the existing ATS contract; Mayor Pro-Tem Pina, second. The motion passed 6-1. Councilmember Caldwell voted *no*.

NEXT MEETING DATE                      July 5, 2012, City Council Regular Meeting

ADJOURNMENT

There being no further business to come before the City Council, Motion Councilmember Sheckler moved to adjourn; Mayor Pro-Tem Pina, second. The motion passed 7-0.

The meeting was adjourned at 8:35 p.m.

Respectfully submitted,

Sandy Paul CMC  
City Clerk

## Consent Agenda Item #2

**CITY OF DES MOINES**  
**Voucher Certification Approval**  
**12-Jul-12**

**Auditing Officer Certification**

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of July 12, 2012 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer.

Claims Vouchers:	Numbers				Amounts
Total A/P Checks/Vouchers	132771	-	132872	102	388,029.17
Electronic Wire Transfers	3	BOA VISA, DEPT OF REVENUE			25,663.96
<b>Subtotal for this Council Packet</b>					<b>413,693.13</b>
Voided Claim Checks this check run:	132827			1	(800.00)
Voided Claim Checks from <b>previous</b> check runs	131974			1	(462.50)
<b>Total Claims/Wire Transfers/Voids</b>				<b>107</b>	<b>412,430.63</b>

Payroll Vouchers:	DISBURSED 07/05/12				Amounts
Payroll Checks	17725		17765	= 41	36,139.38
Direct Deposit	270001	-	270135	= 135	287,048.18
Payroll Taxes					72,713.27
Wage/Garnishments					744.07
Voids				0	0.00
Electronic Wire Transfers					96,451.29
ICMA 401 Forfeitures					(1,669.72)
<b>Total Claims</b>					<b>491,426.47</b>
<b>Total certified Wire Transfers, Voids, A/P &amp; Payroll vouchers for July 12, 2012</b>					<b>903,857.10</b>

**A G E N D A I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Redondo Heights Culvert  
Replacement Project – Contract Award

FOR AGENDA OF: July 12, 2012

ATTACHMENTS:

1. Construction Contract
2. Bid Tabulation
3. 2012 SWM CIP Project Budget
4. Amended budget as proposed May 17, 2012

DEPT. OF ORIGIN: Planning, Building and  
Public Works

DATE SUBMITTED: June 29, 2012

CLEARANCES:

- Legal ph
- Finance ph
- Marina \_\_\_\_\_ N/A
- Parks, Recreation & Senior Services \_\_\_\_\_ N/A
- Planning, Building & Public Works WDR
- Police N/A
- Courts \_\_\_\_\_ N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this Agenda Item is to award the construction contract for the Redondo Heights Culvert Replacement Project. The bids have been reviewed by the Redondo Heights Condominium Association and they have authorized the City to proceed to award with Schedule 2 (the Association’s portion of the work) to the low bidder, Pacific Coast General. References have been made, and of the two bids received, staff recommends awarding the contract to Pacific Coast General.

**Suggested Motion**

**Motion: “I move to award the construction contract for the Redondo Heights Storm Sewer Replacement project to Pacific Coast General, LLC in the amount of \$334,506.08, plus a 10% contingency and further to authorize the City Manager to sign said contract.”**

### **Background**

The project is for the replacement of a 36-inch corrugated metal stream culvert that is located within the Redondo Heights Condominium parking lot that presently passes below the swimming pool and adjacent to the cabana before connecting to the recently replaced stream culvert system constructed in 2011 along Redondo Way. The project will replace this severely corroded corrugated metal pipe with a new concrete pipe and relocate the stream culvert around the swimming pool and cabana to Redondo Way. The project will also replace a corroded metal culvert that traverses Redondo Way and connects to the existing stream culvert in the vicinity of the pool. Upon completion of the project, all portions of the stream culvert that is on private property will be placed in a permanent public easement to ensure that maintenance is adequately being done to protect the stream culvert from becoming clogged and ensure debris is being removed at the inlet to this system.

At the May 17, 2012 Council meeting, an agreement between the Redondo Heights Condominium Association and the City was approved for sharing the cost of the project, because a portion of the existing stream culvert is located on private property and not located within a public drainage easement. The Association's share of the construction costs is shown as Schedule 2 (see Attachment 2 Bid Tabulation).

### **Discussion**

Only two bids were received for the project with a low bid of \$334,506.08 and a second bid of \$367,635.30. The low participation of bidders is likely due to the bidding the project late in the year and into the construction season, when a number of contractors already have projects scheduled. Even so, both bids received were lower than the engineer's estimate with the low bid of Pacific Coast General being about \$39,000 lower than the engineer's estimate. The low bid for City Schedule 1 is about \$18,000 below the engineer's estimate.

The contract time is 90 days. Work is anticipated to start late-July and be complete by the end of October.

### **Alternatives**

Council may choose to award Schedule 1 only or to reject all bids and rebid the project. Neither of these alternatives is recommended as the Redondo Heights Condominium Association has reviewed the bids and desires to proceed with Schedule 2 of the low bidder. Also, rejecting the bids would likely delay the project to next summer as construction in the late fall would result in higher construction costs for managing the creek peak flows (stream bypass) as well as other weather related issues.

### **Financial Impact**

The bid for City Schedule 1 in the amount of \$267,167 is below the budget (amended). The amended budget as proposed at the May 17, 2012 Council meeting includes \$285,000 for Schedule 1 improvements. See Attachment 4.

### **Recommendation or Conclusion**

Staff recommends awarding the construction contract to Pacific Coast General.

### **Concurrence**

The Redondo Heights Condominium Association has reviewed the bids and concurs with awarding the project to Pacific Coast General. The Legal Department has reviewed the contract documents and concurs with awarding the construction contract.



**PUBLIC WORKS CONTRACT**  
**BETWEEN CITY OF DES MOINES AND**  
**[Insert Contractor's Company Name]**

THIS CONTRACT is made and entered into this [Enter Day] day of [Enter Month], [Year], by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and [Insert Contractor's Co. Name] organized under the laws of the State of [Insert State Co. Formed Under], located and doing business at [Insert Contractor's Address, Phone Number, and Contact Person] (hereinafter the "Contractor").

**CONTRACT**

The parties agree as follows:

**I. DESCRIPTION OF WORK.**

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope and Schedule of Work, attached hereto and incorporated herein by reference.

**Redondo Heights Storm Sewer Replacement**

Work to be performed under this contract is as follows:

**Schedule 1:** Major items of work consist of removal/abandonment of 290 feet of 36-inch and 28 inch by 42-inch-diameter storm sewer piping; installation of 243 feet of 36-inch-diameter and 75 feet of 24-inch-diameter storm sewer piping, four manholes, and two catch basins including roadway, parking lot and sidewalk restoration.

**Schedule 2:** Major items of work include: removal/abandonment of 190 feet of 36-inch-diameter storm sewer piping; installation of 157 feet of 36-inch and 29 feet of 12-inch-diameter storm sewer piping, and three catch basins including parking lot restoration.

Standard Specifications for Road, Bridge and Municipal Construction, 2012, including the Division 1 APWA Supplement, prepared by the Washington State Department of Transportation and the American Public Works Association – Washington State Chapter.

This is a Public Works Project which is subject to Prevailing Wage and Sales Tax rules. A current City of Des Moines Business License is required for all contractors and subcontractors that perform work under this contract. These licenses shall be in place prior to the issuance of any Notice to Proceed. Retainage will be withheld.

The contract agrees to furnish all materials, tools, labor, equipment and other incidentals, and to perform all services and work as described in this Agreement and the contract documents, which consist of this Agreement and the following items, which are by this reference incorporated herein:

Exhibit A: Bid Documents

Exhibit B: Contract Documents  
Exhibit C: General Conditions  
Exhibit D: General Special Provisions  
Exhibit E: Amendments to the Standard Specifications  
Exhibit F: Special Provisions  
Appendix A: Wage Rates  
Contract Plans

a. Contractor represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for those items mentioned therein to be furnished by the City:

c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated.

In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) shall perform any changes in the work in accord with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 1. Terms and provisions of the Contract
- 2. Addenda,
- 3. Proposal Form,
- 4. Special Provisions, including APWA General Special Provisions, if they are included,
- 5. Contract Plans,

6. Amendments to the Standard Specifications,
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
8. Contracting Agency's Standard Plans (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

**II. TIME OF COMPLETION.** The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit A attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within 90 calendar days. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI – Liquidated Damages of this contract.

**III. COMPENSATION.** The City shall pay the Contractor a total amount not to exceed [Insert maximum dollar amount to be paid for services. You may type out the dollar amount and place the numerical dollar amount in parentheses or you may just enter the numerical dollar amount.], plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A “Scope and Schedule of Work” is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.
- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. “Additional costs” shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.
- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A

WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

**IV. INDEPENDENT CONTRACTOR.** The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Planning, Building and Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

**V. TERMINATION.** The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this Contract.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Contract.

If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract until the Contract work is completed. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

**VI. LIQUIDATED DAMAGES.** This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City

employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of \$[enter amount] (compute the amount to be entered using the following formula  $0.15 \times \text{original contract amount divided by original time for completion}$ . Delete this after computing the amount to enter) shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

**VII. PREVAILING WAGES.** Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

**VIII. HOURS OF LABOR.** Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

**IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS.** The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

**X. DAYS AND TIME OF WORK.** Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 7:00 p.m.  
Saturday, Sunday and Holidays: 8:00 a.m. to 5:00 p.m.

**XI. WORKERS' COMPENSATION.** The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers' Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.

The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

**XII. CHANGES.** The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

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

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

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

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

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Contractor's claim;
  2. The nature and circumstances that caused the claim;
  3. The provisions in this Contract that support the claim;
  4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
  5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.
- The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.
- C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

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

**XV. WARRANTY.** Upon acceptance of the contract work, Contractor must provide the City a warranty bond for one year in the amount of the contract value specified in Section III above and in a form acceptable to the City. In the event any defects are found within the first year, the warranty bond shall be extended for an additional year. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

**XVI. DISCRIMINATION.** In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

**XVIII. INSURANCE.** The Contractor shall, at least ten (10) days prior to the commencement of work, obtain and keep in force during the term of the Contract, insurance against claims for property

damage or personal injury which may arise from or in connection with the performance of the contract work by the Contractor, their agents, representatives, employees, or subcontractors as follows:

**No Limitation.** Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**B. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

### **C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance and Builders Risk:

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

### **D. Contractor's Insurance for Other Losses**

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

### **E. Waiver of Subrogation**

The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

### **F. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

#### **Verification of Coverage**

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

### **G. Subcontractors**

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request by the City, the Contractor shall provide evidence of such insurance.

**XIX. WORK PERFORMED AT CONTRACTOR'S RISK.** Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall

be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

**XX. BOND.** Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish a performance and payment bond to the City in the full amount of the bid with a surety company as surety, ensuring that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bond shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company providing such bond shall agree to be bound to the laws of the state of Washington, and subjected to the jurisdiction of the state of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bond is supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$35,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bond, elect to have the City retain 50% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

**XXI. DEBARMENT.** The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

**XXII. MISCELLANEOUS PROVISIONS.**

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

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract 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 JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. 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.

2. **Applicable Law and Jurisdiction.** This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XVII of this Contract.
- C. **Written Notice.** All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.
- D. **Assignment.** Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.
- E. **Modification.** No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- F. **Compliance with Laws.** The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.
- G. **Counterparts.** This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.
- H. **Business License.** Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.
- I. **Records Retention and Audit.** During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.
- J. **Entire Contract.** The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are



# Redondo Heights Storm Sewer Replacement

Bid opening: 06/27/2012 11:00 a.m.

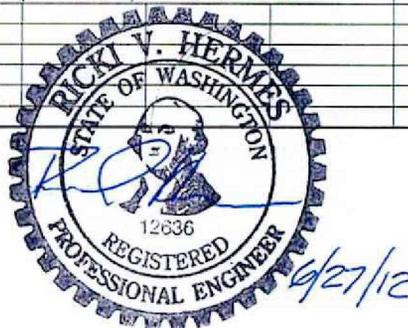
## Bid Summary (Includes Sales Tax)

	Company	Sch. 1	Sch. 2	Total	
1	Pacific Coast General	\$ 267,166.86	\$ 67,339.22	\$ 334,506.08	* Apparent Low Bidder
2	Road construction Northwest	\$ 282,176.03	\$ 85,459.28	\$ 367,635.31	
	Engineer's Estimate	\$ 285,170.85	\$ 88,547.18	\$ 373,718.03	

**ATTACHMENT 2**

**Bid Tabulation**

<b>Project Name: Redondo Heights Storm Sewer Replacement</b>									
<b>Bid Opening: June 27, 2012</b>									
					<b>Engineer's Estimate</b>		<b>Bidder #1</b>		<b>Bidder #2</b>
					Parametrix, Inc.		Pacific Coast General, LLC		Road Construction North West, Inc.
					1019 39th Ave SE, Suite 100 Puyallup, WA 98374		PO Box 1577 Port Orchard, WA 98366		PO Box 188 Renton, WA 98057
Bid Item	Bid Item Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>Schedule 1</b>									
1-1	Minor Changes	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1-2	Property Restoration	LS	1	\$3,000.00	\$3,000.00	\$4,300.00	\$4,300.00	\$5,000.00	\$5,000.00
1-3	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$33,750.00	\$33,750.00	\$22,000.00	\$22,000.00
1-4	Project Temporary Traffic Control	LS	1	\$3,000.00	\$3,000.00	\$9,500.00	\$9,500.00	\$3,000.00	\$3,000.00
1-5	Flaggers and Spotters	HR	250	\$40.00	\$10,000.00	\$33.00	\$8,250.00	\$47.00	\$11,750.00
1-6	Removal of Structures and Obstructions	LS	1	\$8,000.00	\$8,000.00	\$5,100.00	\$5,100.00	\$9,000.00	\$9,000.00
1-7	Remove/Abandon Storm Sewer System	LS	1	\$8,800.00	\$8,800.00	\$19,100.00	\$19,100.00	\$5,500.00	\$5,500.00
1-8	Potholing	EA	3	\$600.00	\$1,800.00	\$550.00	\$1,650.00	\$800.00	\$2,400.00
1-9	Flexible Pavement Removal	SY	955	\$8.00	\$7,640.00	\$5.00	\$4,775.00	\$9.00	\$8,595.00
1-10	Shoring or Extra Excavation Class B	LS	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00
1-11	Crushed Surfacing Top Course	TN	105	\$25.00	\$2,625.00	\$24.00	\$2,520.00	\$44.00	\$4,620.00
1-12	HMA CL. 1/2 In. PG 64-22	TN	175	\$120.00	\$21,000.00	\$170.00	\$29,750.00	\$125.00	\$21,875.00
1-13	Cold Mix	TN	50	\$80.00	\$4,000.00	\$105.00	\$5,250.00	\$125.00	\$6,250.00
1-14	CL. V Reinforced Concrete Sewer Pipe 24 In.	LF	75	\$125.00	\$9,375.00	\$90.00	\$6,750.00	\$150.00	\$11,250.00
1-15	CL. V Reinforced Concrete Sewer Pipe 36 In.	LF	243	\$300.00	\$72,900.00	\$121.00	\$29,403.00	\$225.00	\$54,675.00
1-16	Manhole Type 1 - 84 In. Diameter	EA	2	\$10,000.00	\$20,000.00	\$4,825.00	\$9,650.00	\$9,000.00	\$18,000.00
1-17	Manhole Type 1 - 96 In. Diameter	EA	2	\$12,000.00	\$24,000.00	\$6,500.00	\$13,000.00	\$15,000.00	\$30,000.00
1-18	Catch Basin Type 2 - 60 In. Diameter with Birdcage Trash Rack	EA	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00
1-19	Catch Basin Type 2 - 84 In.	EA	1	\$10,000.00	\$10,000.00	\$8,200.00	\$8,200.00	\$9,000.00	\$9,000.00
1-20	Removal and Replacement of Unsuitable Backfill	CY	30	\$45.00	\$1,350.00	\$56.00	\$1,680.00	\$75.00	\$2,250.00
1-21	Temporary 28 In. by 42 In. Sewer Bypass	LS	1	\$5,000.00	\$5,000.00	\$1,400.00	\$1,400.00	\$3,000.00	\$3,000.00
1-22	Temporary 36 In. Sewer Bypass	LS	1	\$5,000.00	\$5,000.00	\$21,100.00	\$21,100.00	\$2,500.00	\$2,500.00
1-23	Temporary Bypass Plan	LS	1	\$2,000.00	\$2,000.00	\$430.00	\$430.00	\$1,000.00	\$1,000.00
1-24	Foundation Material	CY	15	\$50.00	\$750.00	\$90.00	\$1,350.00	\$75.00	\$1,125.00
1-25	Erosion/Water Pollution Control	LS	1	\$3,000.00	\$3,000.00	\$3,900.00	\$3,900.00	\$3,500.00	\$3,500.00
1-26	Asphalt Concrete Wedge Curb	LF	150	\$4.00	\$600.00	\$6.00	\$900.00	\$5.00	\$750.00
1-27	Cement Concrete Traffic Curb and Gutter	LF	25	\$50.00	\$1,250.00	\$58.00	\$1,450.00	\$55.00	\$1,375.00
1-28	Raised Pavement Marker Type 1	EA	28	\$10.00	\$280.00	\$11.00	\$308.00	\$5.00	\$140.00
1-29	Raised Pavement Marker Type 2	EA	6	\$10.00	\$60.00	\$17.00	\$102.00	\$15.00	\$90.00
1-30	Paint Line	LF	150	\$4.00	\$600.00	\$2.00	\$300.00	\$3.00	\$450.00
1-31	Plastic Crosswalk Line	SF	40	\$10.00	\$400.00	\$28.00	\$1,120.00	\$15.00	\$600.00
<b>Subtotal Schedule 1 Bid:</b>					<b>\$260,430.00</b>		<b>\$243,988.00</b>		<b>\$257,695.00</b>
<b>Washington State Sales Tax (9.5%):</b>					<b>\$24,740.85</b>		<b>\$23,178.86</b>		<b>\$24,481.03</b>
<b>Total Schedule 1 Bid:</b>					<b>\$285,170.85</b>		<b>\$267,166.86</b>		<b>\$282,176.03</b>
<b>Schedule 2</b>									
2-1	Property Restoration	LS	1	\$1,000.00	\$1,000.00	\$4,300.00	\$4,300.00	\$3,000.00	\$3,000.00
2-2	Mobilization	LS	1	\$2,000.00	\$2,000.00	\$10,800.00	\$10,800.00	\$4,500.00	\$4,500.00
2-3	Remove/Abandon Storm Sewer System	LS	1	\$2,000.00	\$2,000.00	\$6,700.00	\$6,700.00	\$4,500.00	\$4,500.00
2-4	Flexible Pavement Removal	SY	225	\$8.00	\$1,800.00	\$5.00	\$1,125.00	\$9.00	\$2,025.00
2-5	Shoring or Extra Excavation Class B	LS	1	\$1,000.00	\$1,000.00	\$2,200.00	\$2,200.00	\$1,000.00	\$1,000.00
2-6	Crushed Surfacing Top Course	TN	75	\$25.00	\$1,875.00	\$24.00	\$1,800.00	\$45.00	\$3,375.00
2-7	HMA CL. 1/2 In. PG 64-22	TN	40	\$120.00	\$4,800.00	\$177.00	\$7,080.00	\$125.00	\$5,000.00
2-8	CL. V Reinforced Concrete Sewer Pipe 12 In.	LF	29	\$60.00	\$1,740.00	\$42.00	\$1,218.00	\$80.00	\$2,320.00
2-9	CL. V Reinforced Concrete Sewer Pipe 36 In.	LF	157	\$300.00	\$47,100.00	\$102.00	\$16,014.00	\$225.00	\$35,325.00
2-10	Catch Basin Type 2 - 60 In. Diameter	EA	2	\$7,500.00	\$15,000.00	\$3,600.00	\$7,200.00	\$7,000.00	\$14,000.00
2-11	Catch Basin Type 1L	EA	1	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00
2-12	Removal and Replacement of Unsuitable Backfill	CY	10	\$45.00	\$450.00	\$56.00	\$560.00	\$75.00	\$750.00
2-13	Foundation Material	CY	10	\$50.00	\$500.00	\$90.00	\$900.00	\$75.00	\$750.00
<b>Subtotal Schedule 2 Bid:</b>					<b>\$80,865.00</b>		<b>\$61,497.00</b>		<b>\$78,045.00</b>
<b>Washington State Sales Tax (9.5%):</b>					<b>\$7,682.18</b>		<b>\$5,842.22</b>		<b>\$7,414.28</b>
<b>Total Schedule 2 Bid:</b>					<b>\$88,547.18</b>		<b>\$67,339.22</b>		<b>\$85,459.28</b>
<b>Total Bid (Schedules 1 and 2)</b>					<b>\$373,718.03</b>		<b>\$334,506.08</b>		<b>\$367,635.30</b>
Sealed bids were opened at the City of Des Moines, Public Works and Engineering Building 21630 11th Avenue South, Des Moines, WA 98198 at 11:00 A.M. local time on June 27, 2012.									
I hereby certify that, to the best of my knowledge, the above tabulations are a true and correct transcription of the unit prices and total amount bid.									
									
Signature/Date									





## 2012-2017 CAPITAL IMPROVEMENT PLAN Surface Water Management

### CAPITAL IMPROVEMENT PLAN REQUEST FORM

<b>CATEGORY</b>	Surface Water Management	City Project #	451.818
<b>PROJECT</b>	Redondo Heights Culvert Replacement Project	SWM Project #	
<b>LOCATION</b>	Redondo Way east of Soundview Drive	Project Type:	Improvement
<b>DESCRIPTION:</b>	Replacement of Existing 36-inch and 18-inch pipe with approximately 400 feet of 36-inch pipe and 250 feet of 18-inch pipe.	Council Goals met:	
		Council Objectives met:	
		Project Status	Pre-Design

#### EXPENDITURE SCHEDULE

COST ELEMENTS	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
ADMINISTRATION	\$ -										
CIP PROJ MANAGEMENT	17,500			7,500	7,500	10,000					
DESIGN	62,000			62,000	62,000						
IMPROVEMENTS	210,000					210,000					
INSPECTION	30,000					30,000					
CONST. ASSISTANCE	20,000					20,000					
	-										
	-										
CONTINGENCY	60,000					60,000					
OTHER	-										
<b>TOTAL</b>	<b>\$ 399,500</b>			<b>\$ 69,500</b>	<b>\$ 69,500</b>	<b>\$ 330,000</b>					

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
SWM CIP	\$ 399,500	\$ -	\$ -	\$ 69,500	\$ 69,500	330,000					
<b>TOTAL</b>	<b>\$ 399,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 69,500</b>	<b>\$ 69,500</b>	<b>\$ 330,000</b>					

\*Excludes FY 10 Amd

OPERATING COSTS	TOTAL	FY 10 Act	FY 11 Est	FY 11 Amend	FY 12	FY 13	FY 17
PERSONNEL							
SUPPLIES							
EQUIPMENT							
<b>TOTAL</b>							



# Proposed Budget Amendment

# 2012-2017 CAPITAL IMPROVEMENT PLAN Surface Water Management

## CAPITAL IMPROVEMENT PLAN REQUEST FORM

<b>CATEGORY</b>	Surface Water Management	City Project #	451.818
<b>PROJECT</b>	Redondo Heights Culvert Replacement Project	SWM Project #	
<b>LOCATION</b>	Redondo Way east of Soundview Drive	Project Type:	Improvement
<b>DESCRIPTION:</b>	Replacement of Existing 36-inch and 18-inch pipe with approximately 400 feet of 36-inch pipe and 250 feet of 18-inch pipe.		
		Council Goals met:	
		Council Objectives met:	
		Project Status	Pre-Design

EXPENDITURE SCHEDULE											
COST ELEMENTS	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
ADMINISTRATION	\$ -										
CIP PROJ MANAGEMENT	17,500			7,500	7,500	10,000					
DESIGN	47,300			62,000	62,000	(14,700)					
IMPROVEMENTS	285,000					285,000					
INSPECTION	30,000					30,000					
CONST. ASSISTANCE	20,000					20,000					
Redondo Heights Assn. Culvert	118,800					118,800					
Permitting	10,900					10,900					
CONTINGENCY	60,000					60,000					
OTHER	-										
<b>TOTAL</b>	<b>\$ 589,500</b>			<b>\$ 69,500</b>	<b>\$ 69,500</b>	<b>\$ 520,000</b>					

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
SWM CIP	\$ 470,700	\$ -	\$ -	\$ 69,500	\$ 69,500	401,200					
Redondo Heights Assn.						118,800					
<b>TOTAL</b>	<b>\$ 470,700</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 69,500</b>	<b>\$ 69,500</b>	<b>\$ 520,000</b>					

\*Excludes FY 10 Amd

OPERATING COSTS	TOTAL	FY 10 Act	FY 11 Est	FY 11 Amend	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17
PERSONNEL										
SUPPLIES										
EQUIPMENT										
<b>TOTAL</b>										

**AGENDA ITEM**

SUBJECT: Interlocal Agreement for the Joint Minor Home Repair Program

AGENDA OF: July 12, 2012

DEPT. OF ORIGIN: Planning, Building and Public Works

ATTACHMENTS:

DATE SUBMITTED: July 2, 2012

1. Interlocal Agreement Between the Cities of SeaTac, Des Moines, Covington, Pacific and Tukwila for Planning, Funding and Implementation of a Joint Minor Home Repair Program in 2012 through May 31, 2013.

CLEARANCES:

Legal *TS*

Finance *RL*

Marina *N/A*

Parks, Recreation & Senior Services *N/A*

Planning, Building & Public Works *MA*

Police *N/A*

APPROVED BY CITY MANAGER FOR SUBMITTAL: *MA*

**Purpose and Recommendation:**

The purpose of this item is to seek Council authorization to enter into a new Interlocal Agreement (ILA) between the Cities of SeaTac, Des Moines, Covington, Pacific and Tukwila for planning, funding and implementation of the "Joint Minor Home Repair Program" for calendar year 2012 through May 31, 2013.

**Suggested Motion:**

"I move to authorize the City Manager to sign the Interlocal Agreement between the Cities of SeaTac, Des Moines, Covington, Pacific and Tukwila for the "Minor Home Repair Program" for 2012 through May 31, 2013."

**Background:**

The King County Department of Community and Human Services Community Services Division requested project proposals for consideration by the King County Community Development Block Grant (CDBG) Consortium. Requests for Proposal (RFP) were available for non-profit organizations and public agencies to request funds for the following types of projects:

- community facilities: acquisition, construction or rehabilitation
- public improvements: acquisition, construction or rehabilitation
- other: minor housing repair, economic development, employment services through a Community Based Development Organization (CBDO) and other activities consistent

with the objectives of the King County Consortium Housing and Community Development Plan and federal CDBG regulations at 24 CFR Part 570.

King County annually receives Community Development Block Grant (CDBG) Funds from the United States Department of Housing and Urban Development. The primary objective of the CDBG Program as set forth by Congress is "the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income." Federal regulations define persons who are low- and moderate-income as households earning under 80% of the area median income, as determined by HUD, adjusted by household size.

King County administers CDBG funds on behalf of the King County CDBG Consortium. The Consortium is established under Interlocal Cooperation Agreements between the County and 34 cities and towns. A Joint Recommendations Committee (JRC) comprised of officials representing local government members of the Consortium is appointed annually by the Suburban Cities Association to advise the County Executive on CDBG funding and policy decisions.

As a condition of receiving future funds, King County is requiring that the cities currently receiving funds from this grant enter into interlocal agreements for planning, funding, implementation and expenditure of those funds.

#### **Discussion:**

The Minor Home Repair program targets minor home repairs for low and moderate income homeowners in the City of Des Moines. The program is intended to assist homeowners who are having a difficult time maintaining their house. The program is a tool that the cities can use to both serve a human service need of maintaining a safe house, as well as a tool to address some safety-related code enforcement issues. The service also contributes to a more positive image of Des Moines single family neighborhoods. This program is being coordinated by the Code Enforcement Officer.

In order to submit a more competitive application, a joint application was submitted by Tukwila, SeaTac, Des Moines, Covington and Pacific. For 2012/13, \$132,300 was awarded the five cities. Des Moines' share is \$25,825.

The program will continue to be administered by the City of Tukwila, who will serve as the fiscal agent for the five cities, as well as handle the administration with King County. Each city will need to hire their own contractors, screen their clients, and make referrals. Tukwila will front the money to Des Moines, administer the paperwork, and request reimbursement from King County. The majority of the federal requirements are met by Tukwila as they administer the program and are responsible for the distribution of the funds.

The City of Des Moines has been a recipient of these funds since 2006. Throughout that time, staff has met all requirements of King County for the proper expenditure of grant funds. The new ILA has only minor changes to the current process.

#### **Alternatives:**

The Council could choose not to amend the Interlocal Agreement. If the Council does not accept the amendments, the City would be disqualified from receiving future funds from this grant.

**Financial Impact:**

If the ILA is accepted, the City will incur administrative staff costs by the part time administrator who work up to 1 day per week administering the program, and by Finance staff paying invoices and submitting requests and receipting reimbursements from Tukwila. The administrator's time is fully reimbursed by the grant. Tukwila will front the money to Des Moines, and then collect from King County.

If the amendment is not accepted, the City will not incur administrative expenses, but would also not receive any funds to support this program.

**Recommendation/Conclusion:**

Planning, Building, and Public Works, Finance and Legal recommend authorization of the Interlocal Agreement.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC, DES  
MOINES, COVINGTON, PACIFIC AND THE CITY OF TUKWILA FOR  
PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR  
HOME REPAIR PROGRAM**

**THIS INTERLOCAL AGREEMENT** ("Interlocal") is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, by the City of SeaTac ("SeaTac"), the City of Des Moines ("Des Moines"), the City of Covington ("Covington"), the City of Pacific ("Pacific"), and the City of Tukwila ("Tukwila"), hereinafter referred to as "City" or "Cities," to provide for planning, funding, and implementation of a minor home repair program.

WHEREAS, the Cities engage in activities which support human service providers in King County; and

WHEREAS, the Cities wish to make the most efficient use of their resources by cooperating to provide funding to support human service providers in south King County; and

WHEREAS, through the Interlocal Cooperation Act, Chapter 39.34 RCW, the Cities have the authority to engage in cooperative efforts that will result in more efficient use of government resources;

NOW, THEREFORE, and in consideration of the terms, conditions, and performances made herein, it is agreed as follows:

1. Purpose. The purpose of this Interlocal is to set up a cooperative arrangement between the Cities to consolidate the funding process and implementation of a minor home repair program. This Interlocal will increase the efficiency of administering the program while decreasing administrative costs.

2. Responsibilities.

A. Tukwila's Duties.

1) Contract and act as the fiscal and administrative agent with King County for the implementation of a Block Grant for a minor home repair program for Des Moines, Tukwila, Covington, Pacific, and SeaTac.

2) Maintain required documentation and prepare required reports for King County consistent with the County's requirements regarding the use of Community Development Block Grant funds.

3) Maintain accounts and records that properly reflect transactions related to this Interlocal.

4) Responsible for reimbursing participating cities and submitting required paperwork to King County.

5) Responsible for the implementation of the minor home repair program within Tukwila in accordance with terms specified in the Block Grant contract between Tukwila and King County.

6) Review and pay invoices for any services performed in Tukwila pursuant to this Interlocal.

7) Reimburse SeaTac, Covington, Pacific, and Des Moines on an as received basis for any invoices received pursuant to this Interlocal.

B. SeaTac's Duties

1) Responsible for the implementation of the minor home repair program within SeaTac in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in SeaTac pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

C. Des Moines' Duties

1) Responsible for the implementation of the minor home repair program within Des Moines in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Des Moines pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

D. Covington's Duties

1) Responsible for the implementation of the minor home repair program within Covington in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Covington pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

E. Pacific's Duties

1) Responsible for the implementation of the minor home repair program within Pacific in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Pacific pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

F. Cities' Joint Duties

1) Subcontract with an agency/contractors that will perform qualified home repairs in Tukwila, SeaTac, Covington, Pacific and Des Moines in accordance with King County's Block Grant program and applicable city policies.

2) No City shall use more funds than have been annually allocated to it by King County for a minor home repair program. However, if a City is unable to spend its portion of the funds by the 3<sup>rd</sup> quarter of the year for which the funds were allocated, the Cities may mutually agree to shift those funds to another City that has an on-going demand for minor home repair.

3) Abide by additional requirements outlined in Exhibit B-2, attached hereto and incorporated herein by this reference.

4) The Cities agree to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract: "Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

5) Duration. This Interlocal shall become effective when it is approved by the Cities and shall remain in effect on an ongoing basis so long as funds are available for the minor home repair program.

6) Termination. Any City may terminate this Interlocal without cause by giving the other Cities a thirty-day written notice. The terminating City shall remain fully responsible for meeting its funding responsibilities to date up to the point of termination and other obligations established by this Interlocal through the end of the calendar year in which such notice is given.

7) Notices. Notices to the Cities shall be sent to the following persons:

City	Contact
SeaTac	Human Services Manager, currently Colleen Brandt-Schluter 4800 S. 188 <sup>th</sup> Street, SeaTac, WA 98188 206.973.4815; cbschluter@ci.seatac.wa.us
Des Moines	Code Enforcement Officer, currently Nancy Uhrich 21630 11 <sup>th</sup> Ave S, Suite D Des Moines, WA 98198-6398 206-870-6558; nuhrich@desmoineswa.gov
Covington	Personnel Division/Human Services, currently Victoria Throm 16720 SE 271 <sup>st</sup> Street, Ste. 100 Covington, WA 98042 253-638-1110 Ext. 2237; Vthrom@ci.covington.wa.us
Pacific	Building Inspector 100 3 <sup>rd</sup> Ave SE Pacific, WA 98047 253-929-1150;
Tukwila	Human Services Manager, currently Evelyn Boykan 6200 Southcenter Blvd, Tukwila, WA 98188 206.433.7180; evie.boykan@tukwilaWA.gov

8) Indemnification. Each City agrees to indemnify the other City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs arising out of claims by third parties for breach of contract, property damage, and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Interlocal.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9) Insurance. Each City shall procure and maintain in full force throughout the duration of the Interlocal comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self-insurance shall provide coverage equal to or greater than that required of non-self insurance pool member Cities.

10) Applicable Law; Venue; Attorney's Fees. This Interlocal shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Interlocal, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

11) Counterparts. This document may be executed in any number of counterparts, each of which shall be considered an original.

12) Amendment or Modification. This Interlocal may be amended or modified in writing with the mutual consent of the Cities.

IN WITNESS WHEREOF, the undersigned have entered into this Interlocal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF SEATAC

By: \_\_\_\_\_  
Todd Cutts, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
[Printed Name]  
Title: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
Mark S. Johnsen, Sr. Assistant City Attorney

CITY OF TUKWILA

By: \_\_\_\_\_  
Jim Haggerton, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
[Printed Name]  
Title: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
Shelley M. Kerslake, City Attorney

CITY OF DES MOINES

By: \_\_\_\_\_  
Anthony A. Piasecki, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
[Printed Name]  
Title: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
Pat Bosmans, City Attorney

CITY OF COVINGTON

By: \_\_\_\_\_  
Derek Matheson, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
[Printed Name]  
Title: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
Sara Springer, City Attorney

CITY OF PACIFIC

By: \_\_\_\_\_  
Cy, Sun, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

[Printed Name]

Title: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
Kenyon Luce, City Attorney

**EXHIBIT A-2**

Interlocal Between the Cities For Planning, Funding, and Implementation of a Joint Minor Home Repair Program

**CALENDAR YEAR 2012 – May 31<sup>st</sup>, 2013**

<b>Name of Agencies</b>	<b>Participating Cities &amp; Tentative Funding</b>	
Qualified contractors	Tukwila - Lead City	\$26,825
	Des Moines	\$25,825
	SeaTac	\$27,825
	Covington	\$26,825
	Pacific	\$16,825
	Environmental Review	\$2,000
	Lead Based Paint	\$5,000
	<b>TOTAL</b>	<b>\$132,300</b>

**EXHIBIT III CITY OF  
TUKWILA (B-2)  
TUKWILA/SEATAC/DES MOINES/COVINGTON/PACIFIC MINOR HOME REPAIR PROGRAM**

Contract No.: 5433919	Project No.: C12342-1111406
King County Project Manager: Kathy Tremper	Agency Contact Person: Evelyn Boykan
Start Date: January 1, 2012	Telephone: (206) 433-7180; Fax: (206) 433-7183
End Date: May 31, 2013	Email: eboykan@tukwilawa.gov

**I. WORK STATEMENT**

The City of Tukwila (hereinafter referred to as “the Contractor”) agrees to provide funds to repair the existing stock of homes owned by low- to moderate-income households in the South King County communities of Covington, Des Moines, Pacific, SeaTac, and Tukwila, as described in this Exhibit beginning on January 1, 2012, and completing these services by May 31, 2013. All such activities shall be provided in a manner which fully complies with all applicable federal, state and local laws, statutes, rules and regulations, as are now in effect or hereafter may be amended. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$132,300 in King County Community Development Block Grant (CDBG) funds.

**II. PROGRAM DESCRIPTION**

The preservation of the housing of low- to moderate-income home owners through the provision of funds to repair the existing stock of homes owned by low- to moderate-income households.

**A. Indicators**

The number of unduplicated households who receive minor housing repair assistance in the communities of Covington, Des Moines, Pacific, SeaTac, and Tukwila.

**B. Eligibility**

- Eligible clients shall have an annual gross family income that does not exceed the Moderate Income limits based on the applicable Family Size in the following 2012 United States Housing and Urban Development (HUD) Income Guidelines Table. Clients may self certify in writing that their family income does not exceed the applicable limit.

<b>2012 HUD INCOME GUIDELINES</b>			
<b>Median Family Income = \$88,000</b>			
Effective January 1, 2012			
<b>FAMILY SIZE</b>	<b>30% MEDIAN EXTREMELY LOW-INCOME</b>	<b>50% MEDIAN LOW- INCOME</b>	<b>80% MEDIAN MODERATE- INCOME</b>
1	\$18,500	\$30,800	\$45,500
2	\$21,150	\$35,200	\$52,000
3	\$23,800	\$39,600	\$58,500
4	\$26,400	\$44,000	\$65,000
5	\$28,550	\$47,550	\$70,200
6	\$30,650	\$51,050	\$75,400
7	\$32,750	\$54,600	\$80,600
8	\$34,850	\$58,100	\$85,800

2. The definition of family shall include all persons living in the same household who are related by birth, marriage or adoption and includes dependent children living away from home. The definition of income includes all sources of income required to be reported on Internal Revenue Service Form 1040.
3. Income guidelines may be adjusted periodically by HUD. The Contractor agrees to use updated income guidelines that shall be provided by the County. The County shall provide the updated guidelines to the Contractor electronically or by hard copy.
4. Services provided with funding under this Exhibit may be limited to residents of Covington, Des Moines, Pacific, SeaTac, and Tukwila.
5. Services shall be provided on a first come, first served basis with safety and health issues prioritized.
6. Eligible clients must have lived in their home for at least one year.

C. Definitions

1. Disabled person is an adult who has severe disabilities based on the Bureau of the Census definition.
2. Elderly person is an individual who is 62 years or older.
3. Emergency repair includes activities that protect, repair or arrest the effects of disasters, imminent threats or physical deterioration that pose an imminent danger to life, health or safety.
4. Routine maintenance includes activities that merely keep a structure in good operating condition; such activities do not add to the value of the structure, appreciably prolong its useful life, or adapt it to new uses.
5. Unit of service is a minor home repair, measured by unique job or repair hours that is undertaken in a client's home.

D. Program Requirements

The Contractor shall use CDBG funds to provide minor home repair services for low- and moderate-income homeowners in the cities of Covington, Des Moines, Pacific, SeaTac, and Tukwila. Funds shall be focused on maintaining the safety and health of the occupants, preserving the dwelling and/or conserving energy. These activities may include, but are not limited to: earthquake preparedness, replacing broken switches, sockets, light fixtures, repairing heat sources, repairing gutters and downspouts, replacing or repairing faucets, toilets, sinks, drains, broken or leaky pipes and repairing minor roof leaks.

1. The Contractor agrees to serve, at minimum, the following unduplicated number of units repaired with funds provided under this Exhibit:

	2012 1st Qtr Jan– Mar	2012 2nd Qtr Apr– Jun	2012 3rd Qtr Jul– Sep	2012 4th Qtr Oct– Dec	Total in Year 2012	2013 1st Qtr Jan– Mar	2013 2nd Qtr Apr– Jun	Total 2012/ 2013
Number of unduplicated households in Tukwila	0	3	5	3	11	3	0	14
Number of unduplicated households in SeaTac	0	3	3	5	11	3	0	14
Number of unduplicated households in Des Moines	0	3	3	3	9	3	0	12
Number of unduplicated households in Covington	0	4	6	4	14	1	1	16
Number of unduplicated households in Pacific	0	0	1	2	3	2	2	7
Cumulative Total for all Cities	0	13	18	17	48	12	3	63

2. The Contractor agrees to provide, at minimum, the following cumulative hours of service:

	2012 1st Qtr Jan– Mar	2012 2nd Qtr Apr– Jun	2012 3rd Qtr Jul– Sep	2012 4th Qtr Oct– Dec	Total in Year 2012	2013 1st Qtr Jan– Mar	2013 2nd Qtr Apr– Jun	Total 2012/ 2013
Minor Home Repair hours in Tukwila	0	8	8	12	28	12	0	40
Minor Home Repair hours in SeaTac	0	8	10	12	30	12	0	42
Minor Home Repair hours in Des Moines	0	8	8	10	26	10	0	36
Minor Home Repair hours in Covington	0	12	18	12	42	3	3	48
Minor Home Repair hours in Pacific	0	0	4	4	8	4	4	16
Cumulative Total for all Cities	0	36	48	50	134	41	7	182

The funds provided under this Exhibit shall be used to pay for the costs associated with the provision of these units of service.

3. Environmental Review Records

- a. The Contractor shall complete and sign a Site Specific Environmental Review (ER) Checklist, known as a Tier 3 review, for every individual job, before any work begins. This checklist allows Minor Home Repair (MHR) staff to proceed with certain types of projects without obtaining King County approval first, including projects involving maintenance, emergency repairs, grab bars or in pre-approved mobile home parks.
- b. The Contractor shall submit all Site Specific ER Checklists to the Housing and Community Development (HCD) Environmental Review Specialist quarterly with invoice submittal. The Contractor shall keep hard copies on file.
- c. If the MHR staff checks "no" to all questions numbers 1-4 on a Site Specific Environmental Review Checklist, then MHR staff shall submit information to the King County ER Specialist and work shall not begin until the ER Specialist notifies Contractor staff that an ER for that site (Tier 3) is complete. These reviews shall be submitted along with at least one picture of the project house.
- d. The MHR staff shall provide the HCD ER Specialist information concerning the following regulations for Tier 3 reviews, as determined in the Tier 1, Five-Year Programmatic ER (published Dec. 2010):
  - i. Section 106: Historic Preservation and Archaeology;
  - ii. Toxic Chemicals; and
  - iii. Flood disaster Protection Act (flood insurance).

4. Lead-Based Paint (LBP) Requirements

- a. Contractor shall complete the HCD Supplementary Lead Based Paint Checklist for all repairs on houses built prior to 1978 and submit copies to HCD Project Manager with Quarterly Billing Invoice Package as outlined in Section III.B. of this Exhibit.
- b. Contractor shall procure a neutral third party lead based paint certified contractor hired specifically to assess LBP threshold determinations (with the exception of those re-occurring activities that have been pre-determined to not disturb paint).

The sub-contractor(s) shall not complete the LBP work on homes they have assessed and shall refer his/her determinations back to the Contractor to coordinate all LBP housing repairs and clearance through King County HCD Staff.

- c. Contractor shall monitor job completion and LBP clearance of housing units per Housing Repair LBP standards as set forth in the Minor Home Repair Program Lead Based Paint Requirements and Process.
- d. If a project repair area is over de minimus and has children under the age of six residing in the house, and is over \$5,000 in repair value, the project shall be referred to King County Housing Repair Program by MHR Staff for assessment and completion.
  - i. In these instances, if the City makes the referral and desires to continue funding the repair as a grant, it will be responsible for all additional costs associated with addressing the repairs and the LBP. The Housing Repair Program will bill the MHR Program for the project in an amount adequate to cover all costs associated with the repair and LBP activity. If the MHR Program runs out of funds available for grant transfer referrals, the referrals will be assessed for the traditional non-amortizing loan program through the Consortium's Housing Repair Program, if desired by the client through normal channels of intake, and general HRP process.
  - ii. The estimated HCD cost associated with LBP review, testing, determination and clearance has been determined to be no less than \$500 to cover associated travel and HRP staff time, but will be itemized per project. Multiple tests might be necessary to complete clearance of a project

e. Lead Based Paint Records

The Contractor shall maintain records documenting compliance with Regulations for Lead-Based Paint Poisoning Prevention in Certain Residential Structures at 24 Code of Federal Regulations (CFR) Part 35. Such records shall include, for each housing unit assisted under this Contract:

- i. Records evidencing that the housing repair was exempt pursuant to 24 CFR Part 35.115; or
- ii. Records evidencing that the scope of the housing repair work did not exceed the de minimus criteria at 24 CFR Part 35.1350(d) and that the Contractor provided the required pamphlet to the occupants of the housing unit pursuant to 24 CFR Part 35.910(b); or
- iii. Records evidencing that the housing repair work was completed in accordance with the procedures specified in 24 CFR Part 35, Subpart J including provision of required notices, and performance of evaluation and clearances.

5. Subcontracted Services

- a. In addition to the requirements of Section XVI. of the Contract, the Contractor shall execute written agreements with each Contractor with which it subcontracts to provide services (hereinafter "Implementing Agency") and shall incorporate into such subcontracts the provisions in Section II.F., Program Requirements, of this Exhibit.
- b. The Contractor shall invoice the County for due and payable invoices of the Implementing Agency or for costs paid by the Contractor for goods, materials or services already provided. The Contractor shall invoice the County after the Implementing Agency has invoiced the Contractor. The Contractor shall include a copy of the Implementing Agency's invoice with its invoice submitted to the County. The Contractor shall ensure that all costs for which the Implementing Agency requests reimbursement are allowable in accordance with OMB Circular A-122 or OMB Circular A-87, as applicable.
- c. The Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

6. Copyright

If this Contract results in any copyrightable material, King County reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Public Information

All marketing materials, news releases and other public notices related to projects funded under this Agreement shall include information identifying the source of funds as the King County Community Development Block Grant Program.

**III. COMPENSATION AND METHOD OF PAYMENT**

- A. The Contractor shall apply the following CDBG funds in accordance with the Line Item Budget below. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$132,300.

1. CDBG Funds

King County CDBG Funds -South Sub-Region	\$132,300
Total CDBG Funds:	\$132,300

2. Line Item Budget

Environmental Review	\$ 2,000
Project Management	\$ 6,500
Office/Operating Supplies	\$ 0
Construction Contracts	\$117,625
Communications	\$ 0
Travel and Training	\$ 0
Lead Based Paint Activities	\$ 5,000
Other Miscellaneous CDBG eligible cost:	\$ 1,175
Total CDBG Funds:	\$132,300

B. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package quarterly that consists of an invoice statement and other reporting requirements as stated in Section IV., REPORTING REQUIREMENTS, of this Exhibit in a format approved by the County. All required reports shall accompany the invoice statement in order to receive payment.
2. All required reports must accompany the invoice statement in order to receive payment. The Contractor shall submit invoices to the County in the form of a CDBG Program Voucher Reimbursement Request form. Such forms shall be signed by an authorized representative of the Contractor and shall be accompanied by copies of supporting documents.
3. The Billing Invoice Package is due within 20 working days after the end of the first through third quarter 2012 and the first quarter, 2013.
4. The Contractor shall submit an accrual letter on Contractor letterhead for any unpaid 2012 expenditures by December 14, 2012.
5. The 2012 fourth quarter Billing Invoice Package must be received by close of business on January 7, 2013.
6. The final 2013 voucher must be submitted no later than May 1, 2013.

C. Method of Payment

1. The County shall reimburse the Contractor on a quarterly basis for actual expenditures in accordance with the Line Item Budget in Section III.A.
2. Payment to the Contractor may be withheld for any quarter in which the Contractor has not submitted the reports specified in Section IV., REPORTING REQUIREMENTS, of this Exhibit, or in which said reports are incomplete.
3. The Contractor shall advise the County quarterly of any changes in revenues from sources other than the County that are used to provide the services funded under this Exhibit. The Contractor agrees to re-negotiate performance requirements if the County determines that such changes are substantial.

#### IV. REPORTING REQUIREMENTS

The Contractor shall submit electronically the following data reports in a format and to an address provided by the County.

- A. The Contractor shall submit a completed electronic version of the Environmental Review Form to the King County Environmental Review Specialist and place a hard copy with client's applications for repairs in the Contractor's Minor Home Repair Program file.
- B. The Contractor shall submit with each invoice a completed Project Activity Report Form, in a format provided by the County. Each Project Activity Report shall include a narrative with an explanation if actual services are less than 90 percent of the cumulative minimum service requirements as stated in Section II. D.1. and II.D.2. of this Exhibit.
- C. The Contractor shall use the following methods to measure the indicator specified in Section II.D.2. of this Exhibit: Number of units completed.
- D. The Contractor shall submit with the final invoice a completed Project Funding Report form itemizing all funding used for the project, in a format provided by the County.

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Transportation Gateway Project:  
S. 216<sup>th</sup> Street Right-of-Way  
Acquisition: Parcel #092204-9077:  
United States Postal Service (Project  
Parcel #3)

AGENDA OF: July 12, 2012

DEPT. OF ORIGIN: Planning, Building & Public  
Works

DATE SUBMITTED: July 3, 2012

ATTACHMENTS:

1. Public Use and Temporary Construction Easement
2. Real Property Voucher Agreement

CLEARANCES:

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation:**

The purpose of this agenda item is to seek City Council approval for establishment of a public use and temporary construction easement to construct portions of a sidewalk on property owned by the United States Post Office, King County Assessor Parcel number 092204-9077, located on S. 216<sup>th</sup> Street, fronting City property referred to as the Des Moines, Washington Main Post Office. The following motion will appear on the Consent Calendar:

**Suggested Motion:**

"I move to approve and accept the Public Use and Temporary Construction Easement for Parcel Number 092204-9077, the Des Moines Post Office, purchasing a 176 square foot permanent sidewalk easement in the amount of \$1,085.92, a 44 square foot Slope Easement in the amount of \$67.87, for a total of \$1,154.00 (rounded to nearest dollar), an administrative settlement and processing fee in the amount of \$2,500, for a grant total of \$3,654.00, plus reasonable closing costs, and to authorize the City Manager to sign the Public Use and Temporary Construction Easement and Real Property Voucher Agreement substantially in the form as submitted and accept the easement on behalf of the City of Des Moines."

**Background:**

In order to facilitate the widening of the S. 216<sup>th</sup> Street, Segment #2, CIP Project #319.333, a sidewalk easement is necessary for portion of the property. The requested action is consistent with the Council motion of April 7, 2011, to begin the right of way acquisition phase for the improvements collectively known as the Transportation Gateway project.

**Discussion:**

Design of this project is complete including all environmental documentation under NEPA and SEPA. The adopted right of way plan requires this 176 square foot easement for construction and use of future sidewalk, utility and road frontage improvements, and a 44 square foot slope easement. Estimated cost of the permanent public use easement is \$1,154 (rounded) plus fees related to administrative settlement and closing. The Post Office estimated settlement costs and legal fees are \$2,500. Time is of the essence as this area needs to be prescribed as an easement (Attachment 1) so that the roadway, sidewalk, and utility improvements are located and maintained within public right-of-way as well as allow the City, and its contractor, right of entry to improve and match said improvements to the U. S Post Office property and driveways. The City agrees to minimize disruption to Post Office Activities.

**Alternatives:**

The final design and alignment for the roadway requires this easement. Alternatives were considered during predesign (symmetrical verses an offset alignment) resulting in settling on a right of way plan supported by final design. No other alternatives are currently available.

**Financial Impact:**

Funds for acquisition of this easement were approved as part of the City of Des Moines 2012 budget.

**Recommendation/Conclusion:**

Staff recommends the Council approve the proposed motion.

**Concurrence:**

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

RECEIVED

JUL 02 2012

Please return to:  
CITY OF DES MOINES  
Attn : City Attorney  
21630 11<sup>th</sup> Ave South, Suite C  
Des Moines, WA 98198-6398

**PUBLIC USE AND TEMPORARY CONSTRUCTION EASEMENT**

ROW Plan #	Pg.77 South 216 <sup>th</sup> Street Seg. 2
Grantor:	The United States Postal Service, an independent establishment of the Executive Branch of the United States Government (39 U.S.C. 201)
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Legal Description/STR:	PTN SEC 9 TWP 22N RGE 4E NE QTR SW QTR, KING COUNTY
Additional Legal(s)	Exhibit A and A-1, attached hereto and made part of
Assessor's Tax Parcel ID#:	092204-9077
Project Parcel Number:	3 (Identified herein as Parcel 2)
Property Address:	2031 SE 216 <sup>th</sup> St, Des Moines WA

THIS PERMANENT NON EXCLUSIVE PUBLIC USE EASEMENT/TEMPORARY CONSTRUCTION EASEMENT, referred to as "The Easement" dated \_\_\_\_day of \_\_\_\_\_, 2012, is entered into by and between the United States Postal Service, an independent establishment of the Executive Branch of the United States Government (39 U.S.C. § 201), ("Grantor or Owner"), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee or City"), together the "Parties".

RECITALS

WHEREAS Grantor is the sole fee simple owner of certain real property (the "Grantor's Parcel"), commonly known as the Des Moines, Washington Main Post Office and located in the City of Des Moines, and legally described as Parcel 2 and incorporated herein; and

WHEREAS Grantee desires to enter Grantor's parcel to perform roadway and sidewalk construction for certain improvements and other construction work relating to an improvement project. Grantee has requested the Owner to provide a permanent easement for the purpose of allowing pedestrians to utilize the walkway along the Post Office frontage; and

ATTACHMENT 1

WHEREAS The portion of Grantor's Parcel that are the subject of this Easement ("Easement Areas") are referred to herein as:

- 1) Parcel 1 (Easement) and legally described in Exhibit A and illustrated in Exhibit A-1 attached hereto and incorporated herein; and
- 2) Parcel 2 (Project Plan Parcel 3) known as King County, Washington, Assessor Parcel Number 092204-9077 and legally described as PARCEL "B" CITY OF DES MOINES SHORT PLAT NO DE-MO-SP 89-6 RECORDING NO 8910120935 SD SHORT PLAT BEING W 1/2 OF NW 1/4 OF NE 1/4 OF SW 1/4 STR 09-22-04 LESS N & W 30.00 FT FR ROADS & LESS C/M RGTS and illustrated in Exhibit A-1 attached hereto and incorporated herein;

NOW THEREFORE for the mutual benefit of the parties, Grantor and Grantee set forth their respective rights and obligations for an Easement on Grantor's Parcel as follows.

### AGREEMENTS

1. Grantor hereby grants and conveys to Grantee, its successors, and assigns, a perpetual non exclusive public use Easement over, under, along, across, and through the Easement Area, referred to herein as Parcel 1, for the use as a public walkway and roadway improvements, with the right to license, permit or otherwise agree to the exercise of these rights by any other person, or entity.
2. The Grantor also grants to Grantee, its successors and assigns a temporary construction easement (referred to above as Parcel 1) over and across the property, referred to herein as Parcel 2, to match the Grantees roadway, landscaping and driveway improvements with the Grantor's property. It is further agreed that the temporary easement rights herein granted shall terminate five (5) years from the date hereof or upon completion of the above mentioned construction project, whichever is sooner.
3. Construction on USPS Property. Grantee will perform construction for the USPS substantially in accordance with plans on file in the City's Public Works Department.
4. Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during construction. Grantee shall restore any damage to the Property caused by the exercise of such right of access.
5. Grantee shall provide Grantor with a copy of the insurance policy of the independent contractors performing work for the Grantee demonstrating adequate insurance for personal injury and property damage that may occur on Owner's premises with the Grantee and Grantor named as an additional insured.
6. The Parties agree that Grantee, its successors and assigns shall be responsible for maintenance and repair of the Easement Area described herein as Parcel 1, and any and all costs related thereto. Such maintenance and repairs shall include but are not limited to repair, grading,

paving and removal of all trash and debris caused by Grantee's exercise of its rights under this Easement.

7. The Parties agree that the Grantee shall not use the Easement in a manner that unreasonably interferes with the Postal Service's normal use.

8. The Grantee, by acceptance of this Easement, agrees for and on behalf of itself, its agents, servants, employees, invitees, and contractors who may at anytime use, occupy, visit, or maintain said Easement herein created that the Grantor, its successors and assigns, shall not be responsible for damage or loss to property, injuries, or death arising from or incident to the use and occupation of the Easement by the Grantee, its agents, servants, employees, invitees, and contractors.

9. The Grantee, by acceptance of this Easement, agrees to defend, indemnify and hold the Grantor, its successors, and assigns harmless against any and all claims, demands, damages, costs, expenses, and legal fees for any loss, injury, death, or damage to persons or property which at any time is suffered or sustained by Grantor, its employees, the public, or by any person whosoever may at any time be using, occupying, visiting, or maintaining the property that is the subject of said Easement, or be on or about the property that is the subject of said Easement, when such loss, injury, death, or damage is asserted to have been caused by any negligent act or omission or intentional misconduct of the Grantee or its agents, servants, employees, invitees, or contractors. In case of any action or proceeding brought against the Grantor, by reason of such a claim, upon notice from the Grantor, Grantee covenants to defend such action or proceeding. The Grantor shall not be liable and the Grantee waives and releases the Grantor from all claims for damage to persons or property sustained by the Grantee or its employees, agents, servants, invitees, contractors, or customers resulting by reason of the use of the Easement.

10. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted. Grantee agrees throughout the duration of this Easement to provide the Grantor, its employees, customers, and the public with continual access to the Postal Facility which, except for needed temporary traffic control, is uninterrupted. In the event Grantee fails to provide continual access to the Postal Facility, the Grantor has the option of terminating this Easement by providing written notice to the Grantee that the Easement is terminated at no cost to the Grantor. Upon receipt of said notice, Grantee has two (2) business days to remedy the situation. In the event Grantee fails to remedy the situation and provide access to the Postal Facility within the 2 days, said notice of termination shall become final and the Easement is terminated. Upon termination of the Easement, Grantee shall restore any affected portion of the property to as good or better condition than that existed prior to Grantee's access.

11. **APPLICABLE LAWS.** Any claim, controversy or dispute arising out of this Agreement and the construction of the Project shall be governed in accordance with the Contract Disputes Act, 42 U.S.C § 601 et seq. and applicable federal law.

12. The Grantor does not warranty that the Easement areas are suitable for the purpose of installation of said public walkway.

13. Notices shall be in writing to the following addresses:

**GRANTOR**

Contracting Officer  
United States Postal Service  
Western Facilities Service Office  
7500 East 53<sup>rd</sup> Place RM 1108  
Denver, CO 80266-9918

Local Contact Person for Construction Coordination:

City of Des Moines Post Office Facility

Name:

Title:

Address:

e-mail:

Telephone \_\_\_\_\_ Mobile phone: \_\_\_\_\_

**GRANTEE**

Anthony A. Piasecki, City Manager  
Municipality of Des Moines  
Project Management & Engineering Department  
PO Box 196650  
Des Moines, WA 98198

Local Contact Person for Construction Coordination:

Leonard Madsen, Special Project Manager

City of Des Moines Public Works Department

21650 11<sup>th</sup> Avenue North

Des Moines, WA 98198

206.870.6523; Mobile phone: 206.353.1328





EXHIBIT A

**PARCEL NUMBER 092204-9077  
PERMANENT SIDEWALK EASEMENT**

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A", ALSO BEING THE INTERSECTION OF THE SOUTHERLY MARGIN OF SOUTH 216<sup>TH</sup> STREET AND THE EASTERLY MARGIN OF 20<sup>TH</sup> AVENUE SOUTH;

THENCE SOUTH 88° 15' 56" EAST ALONG SAID SOUTHERLY MARGIN, 18.24 FEET;

THENCE SOUTH 37° 44' 10" WEST, 16.21 FEET;

THENCE NORTH 88° 41' 33" WEST, 8.61 FEET TO SAID EASTERLY MARGIN;

THENCE NORTH 01° 18' 27" EAST ALONG SAID EASTERLY MARGIN, 13.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 176 SQUARE FEET, MORE OR LESS.

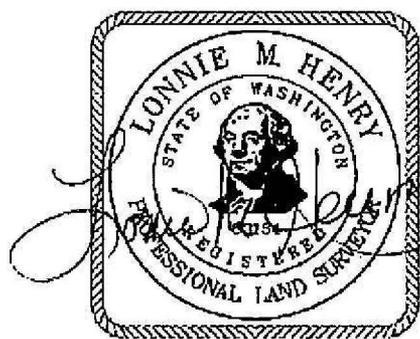
**PARCEL "A"**

(PER PACIFIC NORTHWEST TITLE COMPANY ORDER NO. 1114079, DATED APRIL 13, 2010)

PARCEL B, CITY OF DES MOINES SHORT PLAT NO. DE-MO-SP 89-6, RECORDED UNDER RECORDING NO. 8910120935, BEING A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

**SURVEYOR'S NOTE:**

THE CENTERLINE OF SOUTH 216<sup>TH</sup> STREET IS BASED ON THE RIGHT OF WAY PLANS FOR THE GATEWAY PROJECT, SOUTH 216<sup>TH</sup> STREET - SEGMENT 2, ON FILE WITH THE CITY OF DES MOINES PUBLIC WORKS.



8-12-11

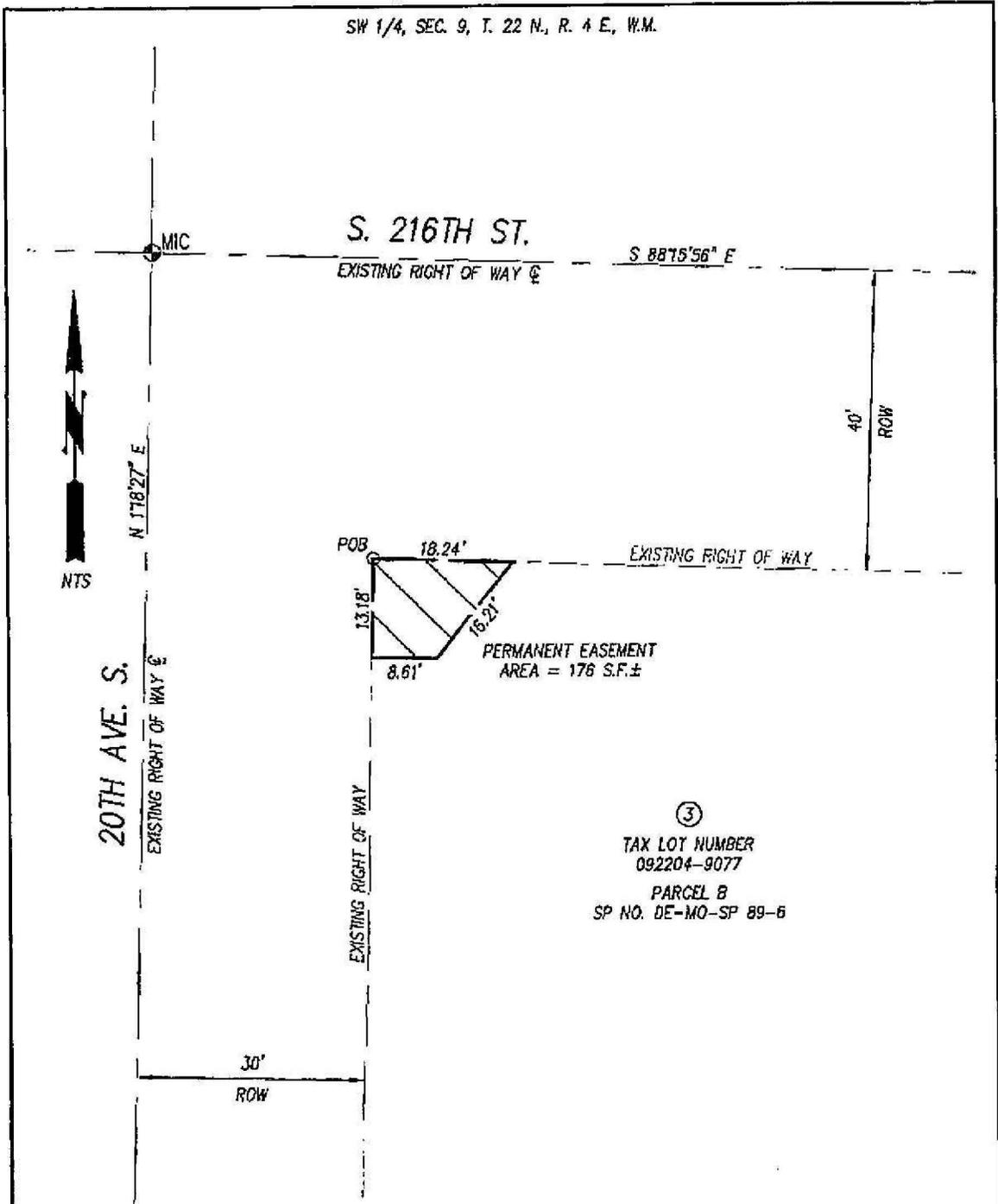
03-0922049077 perm sw esmt.doc

Page 1 of 1

**KPG**  
TACOMA · SEATTLE

**EXHIBIT A-1**

SW 1/4, SEC. 9, T. 22 N., R. 4 E, W.M.



PERMANENT EASEMENT  
AREA = 176 S.F.±

③  
TAX LOT NUMBER  
092204-9077  
PARCEL B  
SP NO. DE-MO-SP 89-6

DATE: REVISED AUGUST 12, 2011

FILE: J.DWG

**KPG**

131 9th Ave N  
Seattle, WA 98109  
(206) 235-5541  
www.kpg.com

2502 Jefferson Ave  
Tacoma, WA 98402  
(253) 821-6720

EXHIBIT \_\_\_\_\_  
PARCEL 092204-9077  
PERMANENT SIDEWALK EASEMENT

# REAL PROPERTY VOUCHER AGREEMENT

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">AGENCY NAME</th> </tr> <tr> <td style="padding: 2px;">                 City of Des Moines                  Public Works Engineering                  21650 11<sup>th</sup> Avenue South                  Des Moines, WA 98198             </td> </tr> <tr> <th style="text-align: center; padding: 2px;">GRANTOR or CLAIMANT</th> </tr> <tr> <td style="padding: 2px;"> <b>The United States Postal Service, an independent establishment of the Executive Branch of the United States Government</b>                  7500 East 53<sup>rd</sup> Pl                  Denver, CO 80266-9918             </td> </tr> </table>	AGENCY NAME	City of Des Moines Public Works Engineering 21650 11 <sup>th</sup> Avenue South Des Moines, WA 98198	GRANTOR or CLAIMANT	<b>The United States Postal Service, an independent establishment of the Executive Branch of the United States Government</b> 7500 East 53 <sup>rd</sup> Pl Denver, CO 80266-9918	I hereby agree to the terms and conditions listed below and hereby certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Claimant: <i>(Sign in Ink)</i>  By: _____  Date: _____  SSN/Tax ID: _____															
AGENCY NAME																				
City of Des Moines Public Works Engineering 21650 11 <sup>th</sup> Avenue South Des Moines, WA 98198																				
GRANTOR or CLAIMANT																				
<b>The United States Postal Service, an independent establishment of the Executive Branch of the United States Government</b> 7500 East 53 <sup>rd</sup> Pl Denver, CO 80266-9918																				
TRANSPORTATION GATEWAY PROJECT PROJECT NUMBER: CIP#319.333 TITLE: S. 216 <sup>th</sup> Street Improvement Segment 2 (18 <sup>th</sup> Ave. S to 24 <sup>th</sup> Ave S.)	TAX PARCEL NUMBER: 092204-9077  PROJECT PARCEL NUMBER: 3																			
<b>In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth In Attached Documents:</b> Permanent Side Walk Easement Date: _____ Permanent Slope Easement Date: _____ Construction Easement/Right of Entry Date: _____																				
For All Lands Convey: 176 SF in Fee Simple @ \$6.17 per SF 44 SF in Slope Easement @ 25% of Fee Construction Easement/Right of Entry  For All Improvements: n/a For All Damages: n/a Less Special Benefits: n/a Statutory Evaluation Allowance:	<table style="width: 100%;"> <tr> <th style="text-align: center;">AMOUNT</th> </tr> <tr> <td>+ \$ 1,085.92</td> </tr> <tr> <td>+ \$ 67.87</td> </tr> <tr> <td>+ \$ .00</td> </tr> <tr> <td>+ \$</td> </tr> <tr> <td>+ \$</td> </tr> <tr> <td>+ \$</td> </tr> <tr> <td>+ \$</td> </tr> <tr> <td><b>JUST COMPENSATION</b></td> </tr> <tr> <td><b>\$ 1,154.00 (r)</b></td> </tr> <tr> <td>Legal / Administrative: administrative processing fee</td> </tr> <tr> <td>Other Items:</td> </tr> <tr> <td>Deductions:</td> </tr> <tr> <td><b>FINAL SETTLEMENT</b></td> </tr> <tr> <td><b>\$ 3,654.00</b></td> </tr> <tr> <td><b>SUBTOTAL</b></td> </tr> <tr> <td><b>\$ 3,654.00</b></td> </tr> <tr> <td><b>TOTAL AMOUNT TO BE PAID:</b></td> </tr> <tr> <td><b>\$ 3,654.00</b></td> </tr> </table>	AMOUNT	+ \$ 1,085.92	+ \$ 67.87	+ \$ .00	+ \$	+ \$	+ \$	+ \$	<b>JUST COMPENSATION</b>	<b>\$ 1,154.00 (r)</b>	Legal / Administrative: administrative processing fee	Other Items:	Deductions:	<b>FINAL SETTLEMENT</b>	<b>\$ 3,654.00</b>	<b>SUBTOTAL</b>	<b>\$ 3,654.00</b>	<b>TOTAL AMOUNT TO BE PAID:</b>	<b>\$ 3,654.00</b>
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<b>TOTAL AMOUNT TO BE PAID:</b>																				
<b>\$ 3,654.00</b>																				
Acquisition Agent: Regina Raichart CERTIFIED Land Services Corporation 4619 37 <sup>th</sup> Ave SW, Seattle, WA 98126 Phone: (206) 287-9858  _____ AGENT  _____ Date	The City of Des Moines agrees to the terms and conditions listed above, by direction of the Des Moines City Council on _____, _____.  _____ Anthony A. Piasecki, City Manager  _____ Date																			

Original – Public Works

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Public Hearing  
Transportation Improvement Plan  
(2013-2032)

AGENDA OF: July 12, 2012

DEPT. OF ORIGIN: Planning, Building & Public  
Works

DATE SUBMITTED: June 21, 2012

ATTACHMENTS:

1. Draft Resolution No. 12-088
2. Draft Transportation Improvement  
Program (2013-2032)
3. Criteria for Prioritizing Projects

CLEARANCES:

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation:**

The purpose of this public hearing is provide an update to the City's Transportation Improvement Program (TIP) and for the Council to approve Draft Resolution No. 12-088 (Attachment 1) adopting the proposed Transportation Improvement Program for the City of Des Moines for the years 2012-2031.

**Suggested Motion:**

"I move to approve Draft Resolution No. 12-088 adopting the 2013-2032 Transportation Improvement Plan for the City of Des Moines."

**Background:**

Each year the City of Des Moines, and all cities and counties in Washington, submit a Transportation Improvement Program (TIP) to the State. This document is useful for agencies to plan and prioritize transportation system improvements. The purpose of these plans is to provide a planning tool for the individual agencies, and to also provide a consistent method of coordinating interagency needs and funding requirements on a regional and state wide basis.

The Transportation Improvement Plan is provided as Attachment 2. The format is similar to the State form on which the projects are listed along with a brief description of the proposed improvements. In the middle of the form is an estimated project schedule along with preliminary planning level cost

estimates for the projects. The costs are broken down into three categories, engineering (PE), right-of-way (RW) and construction (CN). The proposed year in which each phase is planned to occur is also shown.

The completed TIP is sent to utility companies as well as adjacent cities for their information, and for project coordination planning. Some cities choose to list high priority projects that are not within their city limits, or projects that will be managed by other agencies. The City of Des Moines Comprehensive Transportation Plan (CTP) lists projects that are outside of its boundaries.

**Discussion:**

Staff updated the previous TIP with the most current project funding information and expenditure schedule, and is forwarding this Draft 2013-2032 TIP (Attachment 2) to the full Council for public hearing and approval.

The PS&T Committee was furnished a copy of the proposed TIP on May 17, 2012, and discussed the Draft TIP on June 7, 2012.

Criteria that is helpful when considering the prioritization of projects can be found in the City's Comprehensive Transportation Plan. This is provided as Attachment 3.

**Alternatives:**

Proposed projects can be moved to different years or taken off the Plan. Other proposed projects can be added to the Plan. Priority numbers can be changed. The City is required to file an adopted plan with the Secretary of Transportation no later than August 1, 2011.

**Financial Impact:**

Although this plan does not commit the City to any expenditures, it does allow the City to make application for many types of grants or other funds. Frequently, project loans or grants require that the project be on a plan adopted by the City. Furthermore, projects using Federal funds are specifically required to be identified on the City's TIP.

**Recommendation/Conclusion:**

Staff recommends that the City Council approve Draft Resolution No. 12-088 (refer to Attachment 1) which covers the Transportation Improvement Program for the City of Des Moines for the years 2013-2032.

**Concurrence:**

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

ENGINEERING'S FIRST DRAFT 06/21/2012

DRAFT RESOLUTION NO. 12-088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, adopting a Transportation Improvement Plan for the City of Des Moines for the years 2013 through 2032.

WHEREAS, in accordance with the provisions of RCW 35.77.010, a public hearing was held on July 12, 2012 by the Des Moines City Council to consider the adoption of a Transportation Improvement Plan, and all persons wishing to be heard were heard, and

WHEREAS, based on the information presented at such public hearing the City Council finds it to be in the public interest to adopt the Transportation Improvement Plan attached to this Resolution; now therefore,

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

Sec. 1. The City Council adopts the Transportation Improvement Plan for the City of Des Moines for the years 2013 through 2032, which is attached to this Resolution as Attachment "1" and by this reference incorporated herein.

Sec. 2. The program adopted by this Resolution shall be reviewed annually at a public hearing, at which time such program may be amended, revised, or extended.

Sec. 3. The City Clerk is directed to file two certified copies of this Resolution and Exhibit with the Washington State Department of Transportation (WSDOT), Olympia, Washington, within thirty (30) days of the date of adoption of this Resolution.

ADOPTED BY the City Council of the City of Des Moines, Washington this 12th day of July, 2012 and signed in authentication thereof this 12th day of July, 2012.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

ATTACHMENT 1

Transportation Improvement Plan

From: 2013 To: 2032  
 Hearing Date: 07/12/12 Adoption Date:  
 Amend Date: Resolution Number:

Agency: City of Des Moines, WA  
 County No.: 17 County Name: King County  
 City No.: 0325 MPO/RTPO: PSRC

Functional Classification	Proposed Priority No.	Current Priority No.	City Project Number	Project Identification	Coordination with other City Project (Numbers)	Improvement Type(s)	Total Length	Utility Codes	Project Phase	Project Cost in Thousands of Dollars							Local Agency Expenditure Schedule (Year)						Federally Funded Projects Only	
										Phase Start (mm/dd/yyyy)	Fund Source Information					2013	2014	2015	2016-2018	2019-2022	2023-2032	Envs. Type	R/W Required Date (mm/yy)	
											Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds									Total Funds
00	1	1	PRES-1.0	Pavement Management Program Citywide  Maintain and preserve the City's roadway surfaces through pavement rehabilitation measures such as overlays/patching, crack sealing and other preventative maintenance measures.	PRES-3.0 TRAF-3.0 TRAF-4.0	07 S		C S G C W O P T	8/1/2012 4/1/2013				4800	4800	240	240	240	720	960	2400				
TOTALS										0	0	28800	28800	1440	1440	1440	4320	5760	14400					
00	2	2	TRAF-2.0	Traffic Signal Program Citywide  Replace and upgrade the City's Traffic Signal Systems to be compliant with MUTCD updates. This program is primarily funded through the City's Street Fund.	TRAF-5.1	12 S		S W T R C G P	1/1/2010				20	20	1	1	1	3	4	10				
TOTALS										0	0	220	220	11	11	11	33	44	110					
00	3	3	TRAF-1.0	Sign Changeout Program Citywide  Replace and upgrade the City traffic signs to be compliant with MUTCD updates. This program is primarily funded through the City's Street Fund.	TRAF-5.1	12 S		PE RW CN	1/1/2007				0	0	6	6	6	9	0	0				
TOTALS										0	0	27	27	6	6	6	9	0	0					
14	4	4	TIF-1.2	S. 216th Street Improvement (Segment 2) Transportation Gateway Project (1 of 4 projects) South 216th Street from: 24 Ave. S. to: 18th Ave. S. Widen to provide additional travel lanes, bike lanes, curb, gutter & sidewalks. Partially funded through development. Signal rebuild @ 24th Ave. S. & S. 216th.	TIF-1.1 TIF-1.3 TIF-2.0 TIF-3.0 ITS-3.0	06 P 12 04 32 03	0.34	C S G CN T W P	1/1/2009 1/1/2010 6/1/2011				1000	1000	1000						CE	Yes 7/12		
TOTALS										0	4000	3000	7000	7000	0	0	0	0	0	0				
14	5	5	TIF-2.0	24th Ave. S. Improvement (Segment 2) Transportation Gateway Project (1 of 4 projects) 24th Avenue South from: S. 208th St. to: S. 216th St. Widen to provide additional travel lanes, bike lanes, curb, gutter & sidewalks. Partially funded through development or LID. Signal rebuild @ 24th S. & S. 216th in conjunction w/S. 216th Segment 2	TIF-1.1 TIF-1.2 TIF-3.0 ITS-3.0	04 P 06 12 32 03	0.53	C S G CN P T W	1/1/2009 1/1/2011 1/1/2012	STP(E)	3000		1100	1100	600	500	4500	3000			CE	Yes 3/12		
TOTALS										3000	0	5600	8600	5100	3500	0	0	0	0	0				
14	6	6	TIF-1.1a	S. 216th Street Improvement (Segment 1a) Transportation Gateway Project (1 of 4 projects) South 216th Street from: 25th Ave. S. to: 24th Ave. S. Widen to provide additional travel lanes, bike lanes, curb, gutter & sidewalks. Signal rebuild @ S. 216th & Pac Hwy S. Partially funded through development.	TIF-1.1b TIF-1.2 TIF-2.0 TIF-3.0 ITS-3.0	12 P 06 04 32 03	0.50	C S G CN P T W	1/1/2009 1/1/2010 5/1/2013	STP(E)	1000	OTHER	1000	800	800	400	300	750	500	100	2000	CE	Yes 12/13	
TOTALS										1000	1000	5050	7050	1150	3800	2100	0	0	0	0				

Transportation Improvement Plan

From 2013 To 2032  
 Hearing Date 07/12/12 Adoption Date  
 Amend Date Resolution Number

Agency City of Des Moines, WA  
 County No. 17 County Name King County  
 City No. 0325 MPO/RTPO PSRC

Functional Classification	Proposed Priority No.	Current Priority No.	City Project Number	Project Identification	Coordination with other City Project (Numbers)	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Project Cost in Thousands of Dollars						Local Agency Expenditure Schedule (Year)					Federally Funded Projects Only								
											Phase Start (mm/dd/yyyy)	Federal Funding		State Funding		Local Funds	Total Funds	2013	2014	2015	2016-2018	2019-2022	2023-2032	Envir. Type	R/W Required Date (mm/yy)					
												Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds															
												Fund Source Information		Fund Source Information																
14	7	7	TIF-10.0	<b>Des Moines Memorial Drive &amp; S. 200th St.</b> Intersection Improvements from DMMD to S. 200th St. Widen to provide left turn lanes on all legs, and right turn lane on east leg. Rebuild traffic signal and provide channelization improvements. The improvements would be done in partnership with Sea Tac.	S-3.0  SeaTac ST-065 (SeaTac Priority 14)	05	P		C S G R W CN P S T W	PE RW CN	1/1/2011 1/1/2012 1/1/2013		OTHER	220 80 2500	80 20 250	300 100 2750	200	80	20					CE	Yes					
TOTALS												0	2800	350	3150	200	160	2790	0	0	0									
16	8	34	S-26.0	<b>24th Ave. S./28th Ave. S. Road Improvement</b> 24th Avenue South from S. 208th St. to S. 200th St. Coordinate with City of SeaTac on the construction of a new Principal Arterial roadway.	TIF-2.0  (SeaTac ST-131) (SeaTac Priority 4)	01	P		C S G R W CN P S T W	PE RW CN					60	60	20	20	20					CE	SeaTac					
TOTALS												0	0	260	260	20	20	220	0	0	0									
00	9	N/A	TRAF-5.1	<b>Citywide Arterial Street Improvements</b> Citywide Improve arterial street safety through 4 main focus areas. 1) upgrade Arterial intersection street name signs with 6" text and retroreflective sheeting, 2) upgrade signal heads with backplates and reflective yellow tape, 3) replace arterial pavement markings (arrows, stop bars, and crosswalks) thermoplastic that is more retroreflective, and 4) upgrade pedestrian signal indications to countdown style heads.	TRAF-5.0	03	P		C S G R W CN P S T W	PE RW CN	1/1/2011 5/1/2011			25		25	25													
TOTALS												0	250	0	0	250	0	0	0	0	0	0								
00	10	8	TRAF-5.0	<b>Traffic Safety Improvement Program</b> Citywide Respond to capital needs associated with traffic and pedestrian safety. These funds would be primarily focused on capital projects near existing schools and other traffic safety related concerns.	TRAF-5.1	03	P		C S G R W CN P S T W	PE RW CN	1/1/2011 5/1/2011			120	120	6	6	6	18	24	60	25	25	25	75	100	250			
TOTALS												0	0	620	620	31	31	31	93	124	310									
17	11	9	PRES-3.0	<b>Saltwater Bridge Repairs &amp; Seismic Retrofit</b> Marine View Drive from to Seismic retrofit, patch and repair spalling areas, replace pin and hanger connection detail.	N/A	10	P	0.30	C S G R W CN P S T W	PE RW CN	8/1/2013 3/1/2015 3/1/2016	BR	650	OTHER	600	450	1700		250	750	700			4800	CE	No				
TOTALS												2650	2500	1250	6500	0	0	250	750	5500	0									
00	12	10	PRES-5.0	<b>Sidewalk and Curb Ramp Program</b> Citywide Installation of pedestrian improvements.	PRES-1.0	12	P		C S G R W CN P S T W	PE RW CN	1/1/2011 5/1/2011				200	200	10	10	10	30	40	100	50	50	50	150	200	500		
TOTALS												0	0	1200	1200	60	60	60	180	240	600									

Agency: City of Des Moines, WA  
 County No.: 17 County Name: King County  
 City No.: 0325 MPO/RTPO: PSRC

**Transportation Improvement Plan**

From: 2013 To: 2032  
 Hearing Date: 07/12/12 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution Number: \_\_\_\_\_

Functional Classification	Proposed Priority No.	Current Priority No.	City Project Number	Project Identification	Coordination with other City Project (Numbers)	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Project Cost in Thousands of Dollars						Local Agency Expenditure Schedule (Year)					Federally Funded Projects Only		
												Fund Source Information						2013	2014	2015	2016-2018	2019-2022	2023-2032	Envir. Type	R/W Required Date (mm/yy)
												Federal Funding		State Funding		Local Funds	Total Funds								
												Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds										
00	13	11	TRAF-4.0	<b>Guardrail Program</b> Citywide Install new guardrail and upgrade existing installations.	PRES-1.0	03 12 06	P		C G P R W C N S T W	PE RW CN	1/1/2011 5/1/2011					48	48	8	8	8	24				
TOTALS												0	0	288	288	48	48	48	144	0	0				
00	14	12	S-25.0	<b>Sound Transit - Link Light Rail</b> from S. 216th St. to S. 272nd St. Coordination on Link Light Rail Alignment		23	P			PE RW CN	1/1/2011				300	300	30	110	110	50					ST
TOTALS												0	0	300	300	30	110	110	50	0	0				
00	15	13	TRAIL-2.0	<b>Barnes Creek Nature Trail</b> Following SR 509 Right-of-Way from Highline C.C. to Des Moines Creek Trail Construct shared use path/trail along old SR509 row (just west of 16th Ave S.) This trail w/connect to DM Creek Trail thru Des Moines Creek Business Park Ink.	TRAIL-1.0 TIF-6.0	01 32 13	P	1.20	C W T S P G	PE RW CN	1/1/2012 1/1/2011 1/1/2014				50	200	250	500	500	500	1900			CE	Yes 1/13
TOTALS												800	1050	800	2650	500	200	50	1900	0	0				
17	16	14	PRNIP-S2.0	<b>S. 224th St. Improvements</b> Pacific Ridge NIP S2 from Pacific Highway South to 30th Ave. S. Reconstruct roadway. Enhance traffic signal operations at intersection.	PRNIP-S3.0 S-22.0	03 12 32 32	P		S W T C G P	PE RW CN					100	100	30	30	40	20	100	200			
TOTALS												0	0	420	420	30	30	160	200	0	0				
00	17	15	PL-2.0	<b>Downtown Circulation Study</b> from to Develop a plan to maximize multi-modal use, pedestrian access and traffic operations.	PL-1.0 PL-3.0	12 31	P			PE RW CN	1/1/2011				200	200	150	50							
TOTALS												0	0	200	200	150	50	0	0	0	0				
00	18	17	PL-5.0	<b>Parking Management Plan</b> Redondo from to Develop a parking management plan strategy and apply program and actions.	PL-1.0	12 31	P			PE RW CN	1/1/2012				100	100		50	50						
TOTALS												0	0	100	100	0	50	50	0	0	0				



Transportation Improvement Plan

From: 2013 To: 2032  
 Hearing Date: 07/12/12 Adoption Date:  
 Amend Date: Resolution Number:

Agency: City of Des Moines, WA  
 County No.: 17 County Name: King County  
 City No.: 0325 MPO/RTPO: PSRC

Functional Classification	Proposed Priority No.	Current Priority No.	City Project Number	Project Identification	Coordination with other City Project (Numbers)	Improvement Type(s)	Status	Total Length (mi)	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Project Cost in Thousands of Dollars						Local Agency Expenditure Schedule (Year)					Federally Funded Projects Only						
												Fund Source Information						2013	2014	2015	2016-2018	2019-2022	2023-2032	Envi. Type	RAW Required Date (mm/yy)				
												Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds									Federal Funding		State Funding	
																										Federal	State	Federal	State
14	25	23	TIF-7.1	16th Ave. S. Improvement Project (Segment 5a) 16th Avenue South  from: S. 272nd St. to: S. 278th Street Widen to provide 3-land roadway with curbs, gutters, bike lanes & sidewalks. Provide new alignment to Pacific Hwy. S. if feasible. Joint project w/City of Federal Way. Also coordinate w/City of Kent and King County Metro.	TIF-7.2	05 08 12 32	P	0.50	C S G CN	PE RW G CN	1/1/2010 8/1/2011 1/1/2014			OTHER OTHER OTHER	162 63 1200	150 30 600	310 90 1800	135	135	40 90	1800			0	CE	Yes 12/13			
TOTALS												0	1420	780	2200	135	135	130	1800	0	0								
14	26	24	TIF-5.2	Kent-Des Moines Rd. Improvements (Segment 2) (SR 516)  from: 24th Ave. S. to: Pacific Highway South Widen roadway to provide pedestrian facilities and additional turn lanes. Joint with City of Kent.	TIF-5.1	05 06 12 32	P	0.32	C S G CN	PE RW S CN T W	1/1/2015			OTHER OTHER	300 2000	1300 1700	1600 1700				300	1300	1700	5700			0	CE	Yes 12/20
TOTALS												2000	2300	4700	9000	0	0	0	300	8700	0								
17	27	40	TIF-6.0	16th Ave. S./18th Ave. S. Road Improvement Following along old SR 509 Right-of-Way  from: S. 220th St. to: S. 216th St. Construct new neighborhood collector alignment along 16/18th Ave. S. corridor, incl. curb/gutter. May be shared use path constructed along RAW so pedestrian/bicycle facilities may be away from roadway alignment.	TRAIL-2.0 S-16.0	01 05 06 12 32	P	0.25	C S G CN	PE RW G CN				OTHER OTHER	300 2200	300 500	600 2700				600		2700			0			
TOTALS												0	2500	800	3300	0	0	0	3300	0	0								
19	28	25	TRAF-3.0	Neighborhood Traffic Calming Program Citywide  Respond to traffic calming concerns.	PRES-1.0	12	P		C P S G CN	PE RW G CN T W	1/1/2011 5/1/2011				200 800	200 800		10 40	10 40	10 40	30 120	40 160	100 400			0			
TOTALS												0	0	1000	1000	50	50	50	150	200	500								
17	29	26	S-8.0	Redondo Way Sidewalk Project Redondo Way South  from: Redondo Beach Dr. to: Sound View Drive Install curb, gutter, & sidewalk on north side of Redondo Way between Redondo Beach Drive and Sound View Drive	INT-5.0	06 12 32	P	0.10	C P S G CN	PE RW S CN T W	1/1/2017					50 260	50 260				25	25	260			0			
TOTALS												0	0	310	310	0	0	0	25	285	0								
14	30	27	TIF-1.3	S. 216th St. Improvement Project (Segment 3) South 216th Street  from: 18th Ave. S. to: 11th Ave. S. Widen to provide center turn lane, bike lanes, curb, gutter & sidewalks. Partially funded through development.	TIF-1.2 TIF-1.4 ITS-3.0	05 06 12 32	P	0.59	C G P S CN	PE RW S CN T W	1/1/2018			OTHER OTHER	350 1400	220 1450	570 2850				200	370	230	2650			0		
TOTALS												0	1750	1900	3650	0	0	0	200	3450	0								











Agency: City of Des Moines, WA  
 County No.: 17 County Name: King County  
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**Transportation Improvement Plan**

From: 2013 To: 2032  
 Hearing Date: 07/12/12 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution Number: \_\_\_\_\_

Functional Classification	Proposed Priority No.	Current Priority No.	City Project Number	Project Identification	Coordination with other City Project (Numbers)	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Project Cost in Thousands of Dollars						Local Agency Expenditure Schedule (Year)					Federally Funded Projects Only				
											Phase Start (mm/dd/yyyy)	Fund Source Information					2013	2014	2015	2016-2018	2019-2022	2023-2032	Environ. Type	R/W Required Date (mm/yy)		
												Federal Fund Code	Federal Cost by Phase	State Funding		Total Funds										
														State Fund Code	State Funds										Local Funds	
17	61	60	S-10.0	South 222nd Street Improvement Project South 222nd Street  from: Manne View Drive to: Pacific Highway South Reconstruct to Neighborhood Collector standards including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	INT-1.0	05 06 12 32	P	1.02	C S G P T W O	PE RW CN				OTHER	300	200	500						500			
														OTHER	2000	500	2500						2500			
											TOTALS	0	2300	700	3000	0	0	0	0	0	0	3000				
14	62	61	TIF-1.1b	S. 216th Street Improvement (Segment 1b) Transportation Gateway Project (1 of 4 projects) South 216th Street from: East City Limits to: Pacific Highway South Widen to provide additional travel lanes, bike lanes, curb, gutter, & sidewalks. Project coordinated with WSDOT construction of SR509 to replace the I-5 overcrossing with transitions to the planned lane configuration.	TIF-1.1a TIF-1.2 TIF-2.0 TIF-3.0 ITS-3.0	12 06 04 32 03	P	0.26	C S G P T W	PE RW CN		STP(E)	800	OTHER	800	1000	500	800	2600					500	CE	Yes 11/13
											TOTALS	800	800	2300	3900	0	0	0	0	0	3900					
14	63	62	TIF-7.2	16th Ave. S. Improvement Project (Segment 5b) 16th Avenue South  from: S. 276th St. to: Pacific Highway South Widen to provide 3-lane roadway w/curbs, gutters, bike lanes & sidewalks. Provide new alignment to Pacific Hwy. S. if feasible. Joint project w/City of Federal Way. Also coordinate w/City of Kent and King County Metro.	TIF-7.1	05 06 01 12 32	P	0.50	C S G P T W	PE RW CN				OTHER	240	200	440						1000	CE	Yes 12/25	
											TOTALS	0	2800	1600	4400	0	0	0	0	0	4400					
16	64	63	S-28.0	S. 240th Street Overcrossing Bridge Crossing over I-5  from: Pacific Highway South to: Military Road Construct bridge over Interstate 5. Coordinate with City of Kent.		01 32 06 12	P		S W T C G P	PE RW CN						2000	2000					2000				
											TOTALS	0		13500	13500	0	0	0	0	0	13500					
00	65	64	S-23.0	Deck Street Bike Lanes  from: S. 227th Street to: Cliff Ave. S. Install bike lanes through the Marina to link the Des Moines Creek Trail to S. 227th St.	TRAIL-1.0 TRAIL-3.0	32 08 12	P		S W T C G P	PE RW CN						60	60					60				
											TOTALS	0	0	260	260	0	0	0	0	0	260					
14	66	65	S-11.0	S. 272nd Street Improvements South 272nd Street  from: Pacific Highway South to: 16th Ave. S. Install access control to enhance safety.		12	P		S W T C G P	PE RW CN						20	20					20				
											TOTALS	0	0	100	100	0	0	0	0	0	100					











## CRITERIA FOR PRIORITIZING PROJECTS

In developing the annual six-year Transportation Improvement Plan (TIP) for the City, project prioritization is needed to help identify when best to fund and implement the projects since funding is limited. Criteria were established to help prioritize the projects and implementation based on several goals for the Des Moines transportation system, as noted in Table 8-2.

**Table 8-2. Criteria for Project Prioritization**

Criteria	Measurement
Mobility	
Traffic Mobility	Improves corridor and signal LOS operation
Regional Mobility	Vehicle capacity improvements on major regional routes
System Preservation	Improves existing or substandard roadways
Safety	
Traffic Safety	Improvements that address HAL (based on collision history) location
Emergency Response	Reduces travel time to fire demand zones based on percent response in <= 7 minutes
Environment	
Environmental Preservation	Protects open spaces and minimizes increases to paved areas
Neighborhood Protection	Supports protection of residential areas and neighborhood streets
Multimodal	
Transit Mobility	Supports transit operation on primary transit corridors
Pedestrian Mobility	Improvements that benefit pedestrians based on Accessibility
Bicycle Mobility	Improvements that provide bicycle facilities
Connectedness-Accessibility	Completes missing links to improve access
Implementation	
Cost Effectiveness	Maximizes PM peak usage per 1000 dollar of investment
Funding	Level of funding commitment for project
Project Readiness	Degree the project is ready to be implemented
Economic Development	Supports Land Use Vision

Using these criteria, the recommended projects will need to be evaluated and ranked based on how well each could meet the criteria. High priority projects for Des Moines are those that meet multiple criteria in enhancing travel, mobility for all modes of travel and that will meet the near-term requirements of development and growth. Opportunities for funding can help to boost the priority of a project - allowing the City to take advantage of funding sources and development contributions to the completion of a key project.



# AGENDA ITEM

## BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution 12-092  
Environmental Stewardship

AGENDA OF: July 12, 2012

DEPT. OF ORIGIN: Planning, Building & Public Works

ATTACHMENTS:

DATE SUBMITTED: June 21, 2012

1. Draft Resolution No. 12-092
2. RCW 70.235.070

CLEARANCES:

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: DA

**Purpose and Recommendation:**

The purpose of this motion is formally recognize that the City of Des Moines is addressing environmental stewardship by goals, policies, and strategies that address the broad issue of sustainability of the environment including among other things the reduction of green house gas emissions as required by the State for receipt of capital grant funds.

**Suggested Motion:**

"I move to approve Draft Resolution No 12-092 adopting environmental stewardship policies for the City of Des Moines."

**Background:**

Local governments throughout the nation, both small and large, are taking steps to be more environmentally conscious and make sustainable choices through programs that provide economic and quality of life benefits such as reduced energy bills, green space preservation, air quality improvements, reduced traffic congestion, improved transportation choices to reduce vehicle miles traveled, and Greenhouse Gas (GHG) emission reduction policies, among other environmental policies. Developing sustainable policies is not only good stewardship of the environment, but can also makes sound economic sense in terms of energy conservation and containing costs.

**Discussion:**

Environmental stewardship policies and strategies addressed in Exhibit A to the resolution address policies for: maintaining public buildings; employee-oriented commute trip reduction and energy conservation; energy source and use; fleet vehicle maintenance practices that promote fuel conservation; installation of equipment and lighting that are safe and effective at minimizing cost and energy use; waste reduction and use including recycling of materials; land uses that are supportive of efficient transportation; public education to encourage energy conservation; transportation-oriented multimodal and support reduction in vehicle miles traveled and efficient operation of the transportation system; storm water management that manage and protect the City's surface water runoff entering the waters of Puget Sound; and other policies that protect the environment and conserve use of limited resources.

In addition, adopting these environmental stewardship policies can improve the energy efficiency in all City operations and purchasing, thereby providing monetary savings and quality of life enhancements.

According to RCW 70.235.070, beginning in 2010, when distributing capital funds through competitive programs for infrastructure and economic development projects, all state agencies must consider whether the entity receiving the funds has adopted policies to reduce greenhouse gas emissions. The City is in a stronger competitive position to receive State funds when the environmental stewardship policies are clearly adopted. The policies contained herein are responsive to this State requirement.

**Alternatives:**

The City Council may adopt, revise or reject the proposed resolution. The policies are suggestive rather than prescriptive. Rejection of greenhouse gas provisions jeopardizes an ability to be eligible for state funding or loans for capital projects

**Financial Impact:**

Staff from the State Public Works Board have indicated that the proposed resolution would be acceptable in providing the justification that they require, and that this would allow the City to be eligible for low interest Public Works Trust Fund loans for capital projects.

As noted above, continued efforts towards energy conservation contains the growth of energy expenses for the City. There are no other identifiable impacts from adopting the resolution as the policies set forth are common business practices of the City.

**Recommendation/Conclusion:**

Staff recommends that the City Council approve Draft Resolution No. 12-092 (refer to Attachment 1).

**Concurrence:**

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

**ENGINEER' s FIRST DRAFT 07/2/2012**

**DRAFT RESOLUTION NO. 12-092**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON,** adopting Environmental Stewardship Policies for the City of Des Moines.

**WHEREAS,** the City Council of Des Moines exists to promote the welfare of the citizens of Des Moines, Washington, and recognizes that escalating energy consumption and vehicular emissions can be harmful to the health of people, the economy, and the environment; and

**WHEREAS,** state, regional, and local governments throughout the United States are adopting energy conservation programs and policies; and

**WHEREAS,** many local governments throughout the nation, both small and large, are taking steps to be more environmentally conscious and make sustainable choices through programs that provide economic and quality of life benefits such as reduced energy bills, green space preservation, air quality improvements, reduced traffic congestion, improved transportation choices to reduce vehicle miles traveled, and Greenhouse Gas (GHG) emission reduction policies, among other policies; and

**WHEREAS,** the City Council of Des Moines recognizes that by improving the energy efficiency in all its operations and purchasing, they can realize monetary savings and quality of life enhancements, and

**WHEREAS,** the City of Des Moines has already been addressing environmental stewardship through goals, policies, and strategies that address the more broad issue of sustainability, in addition to GHG emissions; and

**WHEREAS,** according to RCW 70.235.070, beginning in 2010, when distributing capital funds through competitive programs for infrastructure and economic development projects, all state agencies must consider whether the entity receiving the funds has adopted policies to reduce greenhouse gas emissions, and

**WHEREAS,** according to RCW 70.235.070, state agencies must also consider whether a proposed infrastructure and economic development project is consistent with the state's limits on the emissions of greenhouse gases established in RCW 70.235.020; the Statewide goals to reduce annual per capita vehicle miles

traveled by 2050, in accordance with RCW 47.01.440; and applicable federal emission reduction requirements, and

**WHEREAS**, the Washington State Public Works Board, as well as other granting entities, has made the adoption of a GHG Reduction Policy a requirement of submitting an applications for monies; now therefore

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

**Sec. 1.** The City Council adopts the policies and/or procedures attached in Exhibit A to satisfy the Washington Public Works Board, as well as other granting entities, requirement and to recognize the policies will benefit the City of Des Moines as good stewards of the environment and natural resources, sustain the environmental quality of the City and the region, and reduce the emission of greenhouse gasses.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this 12th day of July, 2012 and signed in authentication thereof this 12th day of July, 2012.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Exhibit A

**City of Des Moines Policies and Strategies for  
Environmental Stewardship**

**Public Building Policies:**

- Publicly funded buildings should incorporate cost-effective, energy-efficient design.
- Encourage energy conservation practices in buildings by raising the awareness of employees own energy use.
- Conduct energy audits of publicly owned buildings, evaluate potential conservation measures, and then carry out those measures that are appropriate.

**Employee Oriented Policies:**

- Encourage ride-sharing, van-pooling and the use of flex-time schedules by employees when reasonable.
- Support voluntary, employer-based trip reduction programs.
- Encourage telecommuting options with new and existing employers, through project review and incentives, as appropriate.
- Encourage energy conservation practices in buildings by raising the awareness of employees own energy use.
- Implement a "guaranteed ride home" program when supported by public transit agencies for those who commute by bus, light-rail, ride-sharing, or other modes of transportation, and encourage employers to subscribe to or support the program.

**Energy Source & Use Policies:**

- Reduce vehicular emissions by expanding the use of conservation and alternative energy sources and by reducing vehicle miles traveled.
- Reduce pollutants from transportation activities, including evaluating the use of cleaner fuels and vehicles, as well as implementing sound design and land use planning.
- Encourage energy conservation practices in buildings by raising the awareness of employees own energy use.

**Fleet & Vehicle Policies:**

- Encourage an energy-sensitive fleet management program.
- Encourage local purchasing to promote reductions in GHG emissions by the suppliers of its goods and services.
- Consider the installation of Electric Vehicle charging stations.

**Equipment Oriented Policies:**

- Manage street lighting needs by encouraging lighting standards and using lamps that will assure safe and effective illumination at minimum cost and energy use.
- Monitor the efficiency of pumps, and operate and maintain them at peak efficiency. When cost effective options are possible, the one using the least amount of energy should be preferred.

**Waste Reduction & Use Oriented Policies:**

- Implement a solid waste strategy which:
  - Reduces the solid waste stream by recycling and other means
  - Investigates ways to convert non-recyclable solid waste to energy and
  - Promotes the purchase of recycled and recyclable goods
- Expand jurisdiction-wide waste diversion services to include, for example, curbside recycling, and recycling of food and green waste.
- Encourage vendors to reduce vehicular emissions through improved management of waste handling and reductions in waste generation.
- Where and when allowed by the building code, encourage the use of building construction materials made from recycled and recyclable materials.

**Land Use Oriented Policies:**

- Ensure that local Land Use, Housing, and Transportation Plans are aligned with, support, and enhance any regional plans that have been developed consistent with state guidance to achieve reductions in environmentally unsustainable vehicle emissions.
- Adopt and implement a development pattern that utilizes existing infrastructure where feasible.
- Redirect new growth into existing city/urban growth areas.
- Encourage high-density, mixed-use, infill development and creative reuse of brownfield, under-utilized and/or defunct properties within the urban area.
- Whenever possible, urban development should occur only where urban public facilities and services exist or can be reasonably made available.

**Public Education & Outreach Policies:**

- Publicize energy conservation actions to raise public awareness of the value of wise energy use.
- Promote and expand recycling programs, purchasing policies, and employee education to reduce the amount of waste produced.
- Collaborate with local energy suppliers and distributors to establish energy conservation.
- Work with local businesses and energy providers on specific, targeted outreach campaigns and incentive programs.

**Transportation Oriented Policies:**

- Give priority to transportation projects that will contribute to a reduction in vehicle miles traveled per capita, while maintaining economic vitality and sustainability.
- Provide safe and convenient access for pedestrians and bicyclists.
- Support voluntary, employer-based trip reduction programs.
- Where feasible, implement signal timing programs where emissions reduction benefits can be demonstrated, including maintenance of a synchronization system, and will coordinate with adjoining jurisdictions as needed to optimize transit operation while maintaining a free flow of traffic.

- Promote ride sharing programs, including designating parking spaces for ride-sharing vehicles.

**Stormwater Oriented Policies:**

- Plan and encourage sound management of natural resources considering entire watersheds and regional influences.
- Work with citizens, land owners, businesses, neighboring cities, King County, special purpose districts, and private and public agencies to protect and improve environmental quality, seeking shared responsibility and uniform environmental management.
- Manage surface water using a watershed approach through regional efforts to restore salmon habitat and to control flooding.
- Emphasize educational programs and implementation of Best Management Practices to reduce pollution entering surface waters and groundwater and Puget Sound.

**Pesticide Management Policies:**

- Manage pests or vegetation on public lands, rights-of-way and bodies of water in an environmentally sensitive manner while addressing public health, safety, economic, legal and/or aesthetic requirements.
- Protect endangered and threatened species as well as public health by reducing the volume and toxicity of pesticides used on all properties and facilities owned or operated by the City.
- Make decisions regarding the planning, design, and maintenance of grounds, landscapes, road and utility rights-of-way, and water bodies within the City consistent with the principles of Integrated Pest Management (IPM). Additionally, if pesticides are used in the course of implementing an IPM program, toxicity, including possible effects on threatened or endangered species as well as public health, should be considered in the selection and application of products.
- Fertilizer use should be minimized as follows: 1) Organic/slow release fertilizers should be used whenever possible; 2) Whenever possible Natural Yard Care techniques should be utilized; and 3) Fertilizers should be used to the minimum

extent necessary and should never exceed manufacturer's specifications of application.

- Pesticide use should be minimized as follows: 1) Use manual vegetation removal methods whenever feasible; 2) Targeted application of pesticides should be used whenever feasible, rather than broad land application; 3) Pesticides should be used to the minimum extent necessary and should never exceed manufacturers specifications of application; and 4) Pesticides should be only applied by trained/qualified/licensed staff.

**Other Policies:**

- Coordinate with other agencies in region to develop and implement effective waste management strategies and waste-to-energy technologies.
- Establish programs and policies to increase the use of recycled water.
- Install water-efficient landscapes and irrigation

**RCW 70.235.070**

**Distribution of funds for infrastructure and capital development projects -- Prerequisites.**

Beginning in 2010, when distributing capital funds through competitive programs for infrastructure and economic development projects, all state agencies must consider whether the entity receiving the funds has adopted policies to reduce greenhouse gas emissions. Agencies also must consider whether the project is consistent with:

(1) The state's limits on the emissions of greenhouse gases established in RCW 70.235.020;

(2) Statewide goals to reduce annual per capita vehicle miles traveled by 2050, in accordance with RCW 47.01.440, except that the agency shall consider whether project locations in rural counties, as defined in RCW 43.160.020, will maximize the reduction of vehicle miles traveled; and

(3) Applicable federal emissions reduction requirements.

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Talking Points for Council Discussion  
about the Redondo and Woodmont Areas

FOR AGENDA OF: July 12, 2012

ATTACHMENTS:

- 1. PBPW – Planning and Public Works Items at Redondo/Woodmont
- 2. Police Department Items at Redondo/Woodmont
- 3. Marina Items at Redondo

DEPT. OF ORIGIN: Executive

DATE SUBMITTED: July 5, 2012

CLEARANCES:

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this item is to provide a starting point for council discussion of potential issues in the Redondo and Woodmont area. No formal action is required, this information is provided for policy discussion purposes only.

**Redondo/Woodmont**  
*Perspective, Priorities and Strategies*  
Engineering Staff

**Capital Improvement Projects**

1. Reconstruct the curb, gutter, and sidewalk adjacent to Salty's parking lot.
  - East side of Redondo Beach Drive between Redondo Way and S. 282<sup>nd</sup> Street
2. Reconstruct pedestrian ramps at the intersection of Redondo Beach Dr/Redondo Way
  - Non ADA Compliant
  - Need to accommodate HCC's MAST facility
3. Upgrade and Replacement of Intersection Control Beacon (Flasher)
  - Update to current standards – or remove
  - Include street lighting at this intersection
4. Complete improvements to Redondo Way – North Side
  - Curb, gutter, and sidewalk
  - Replace angled parking with parallel parking (match south side)
5. Extension of sidewalk on west side of Redondo Beach Drive in front of Salty's
  - Continue Improvements in front of MAST facility

**Operations and Maintenance Issues/Concerns**

1. Removal of marked cross-walk at S. 282<sup>nd</sup> Street (Salty's) due to close proximity of the crosswalk at the Redondo Way/Redondo Beach Drive 4-way stop.
2. Redondo Way/Sound View Drive intersection
  - Inadequate sight distance from Sound View Drive
  - Perception of speeding on Redondo Way
  - Reinstallation of speed bump on Redondo Way
3. Redondo Beach Drive and Redondo Way Intersection
  - PM Peak hour backups – Level of Service F (*Seasonal*)
4. Boardwalk "superstructure"
5. Redondo Beach Drive
  - Small sink holes develop as a result of tidal activity
6. Woodmont Drive South (neighborhoods east of 16<sup>th</sup> Ave. So.)
  - Ground water causing paved roadway and concrete curb/gutter, sidewalk and driveway deterioration and damage to private property.

### Other on-going citizen concerns

1. Perception of unsafe speeds on Redondo Beach Drive
2. Noise and activity in the evening and at night
3. Trees on Woodmont Beach Road South

### Development Services Staff

### Zoning Issues

1. There are a few small lots within the Redondo area that are zoned multi-family which are used for single-family residential. Given that they are zoned multi-family, the minimum lot size is 7,200 square feet which makes the lots substandard and nonconforming. The other small lots in Redondo were made conforming by the creation of the RS-4000 zone 5 years ago.
2. Redondo Ridge Condominium and Redondo Heights Condominium are located on properties zoned Residential Single Family 9,600 (RS-9600) and designated Single Family by the *Des Moines Comprehensive Plan* which makes them nonconforming uses and buildings.
3. All of the single-family lots in Redondo have rights-of-way on both sides of the lot (street and alley) and are therefore classified as through lots requiring a 20 foot front yard on both sides. This prevents the garages for new or renovated homes from being placed closer to the alley consistent with the existing development pattern. Lots with less than 6,400 square feet and adjacent to one right-of-way only require a 10 foot rear yard setback.
4. The commercial zoning around Wooten Park is very fragmented without a clear vision for the commercial expectations for the area (Salty's Property, HCC, and the old Market).
5. There is not yet a clearly articulated vision for the commercial areas along Pacific Highway South. The commercial area starting approximately 450 feet south of 252<sup>nd</sup> Street to South 272<sup>nd</sup> Street is the City's only other area along Pacific Highway that is continuously within the City of Des Moines outside of the Pacific Ridge (i.e., not part of the zipper border)
6. The property at the corner of 252<sup>nd</sup> and Pacific Highway is owned by one person but within both Kent and Des Moines, each with different zoning rules and permitted uses which has prevented a number of different development proposals over the years.

7. Saddlebrook Apartments (2100 South 260<sup>th</sup> Street) is located on property zoned Residential Single Family 7,200 (RS-7200) but designated Multi-Family by the *Des Moines Comprehensive Plan*. Based on the current zoning the building and use are considered nonconforming and could not be rebuilt if they burned down or destroyed. This limitation does not apply to single family structures and condominiums.

### **Critical Areas**

1. The Woodmont and Redondo area are surrounded by a number of critical areas including Ravines and Steep Slopes and there are no exemptions in the Critical Area Code to allow any vegetative maintenance in these areas without a full Critical Areas Permit and SEPA Review.

# Police Department Overview of Redondo / Woodmont Concerns

## **REDONDO:**

### Burglary, Theft from auto, Mail Theft,

- Empower residents to reduce “opportunity and ability” for crime
- Launch mass crime prevention campaign (use of VMS, door-to-door literature, mobile precinct, etc)
- Encourage residents to participate in Block Watch / neighborhood events
- Empower residents to report suspicious persons/behavior (LE be less tolerant when contacting)
- Overtime/targeted patrol time for proactive enforcement

### Solicitors/suspicious subjects

- Empower residents to report suspicious persons/behavior (LE be less tolerant when contacting)
- Officers less tolerant enforcement of DMMC 5.08-Cite solicitors w/o city permit
- Labor hrs for targeted patrol time for proactive enforcement

### Vehicles parked after hours at Boat Launch/Redondo Way parking area, Reckless vehicles in boat launch parking lot

- Restrict parking on Redondo way after hours
- Officers less tolerant enforcement of DMMC 19.08-Cite persons in parks after hours

### Speeding for 281/10 area

- Pole Mounted speed display signs in 281/10<sup>th</sup> area -or-

### Graffiti

- Coordinate quick consistent clean up of graffiti
- Labor hrs for targeted patrol time for proactive enforcement
- Pole Cameras

### Noise complaints on beach, Fireworks/Illegal discharge

- Labor hrs for targeted patrol time for proactive enforcement
- Officers less tolerant enforcement of DMMC 19.08-Cite persons in parks after hours

### People/Juveniles on boardwalk at night (noise/vandalism/HBD/harassment)

- Labor hrs for targeted patrol time for proactive enforcement
- Officers less tolerant enforcement of DMMC 19.08-Cite persons in parks after hours
- Pole Cameras
- Modify after hours parking capability

Speeding on Redondo Beach Drive (2012 speed study - 85<sup>th</sup> percentile 32mph in 25mph)

- Pole Mounted speed display signs on Redondo Beach Drive S
- Raised pedestrian crosswalks/speed humps on Redondo Beach Drive

People/Juveniles in park afterhours (noise/fighting/HBD/harassment)

- Labor hrs for targeted patrol time for proactive enforcement
- Modify after hours parking capability
- Officers less tolerant enforcement of DMMC 19.08 Cite persons in parks after hours

## **WOODMONT:**

Burglaries, Mail Theft, Speeding on Woodmont Beach Road

- Empower residents to reduce “opportunity and ability” for crime
- Launch mass crime prevention campaign (use of VMS, door-to-door literature, mobile precinct, etc)
- Encourage Block Watch / neighborhood events
- Pursue sped study

## **Woodmont and Redondo Area Crime Statistics**

### **January 1, 2010 – July 3, 2012**

Crime Type	2010	2011	2012
Domestic Assault	21	17	6
Domestic Dispute (Verbal DV)	53	59	36
Assault	7	6	3
Rape	1	0	1
Robbery	6	9	5
Murder	0	1	0
Burglary – Residential	27	42	21
Burglary – Non Residential	10	8	4
Theft from Vehicle	43	30	18
Theft of a Bike	2	3	1
Theft (general)	53	54	13
Shoplift	55	41	27
Vehicle Theft	23	25	13
Recovery of Stolen Vehicle	19	25	12
Vandalism/Malicious Mischief	27	32	8

## Top 5 Preventable Crimes For The Redondo / Woodmont Area

### 1. Theft/Shoplifting

*The primary area of concern here is the theft from parked vehicles. This could be interrupted by residents and visitors to the area taking valuable out of their vehicles and placing them out of sight within the vehicles.*

### 2. Residential Burglary

*This area has historical been hit the hardest with burglaries between he months or March – June, October and November and again in January. An increase in block watch groups could offer a solution in slowing the growth of this crime.*

### 3. Vandalism

*Many of these crimes involved things being thrown at moving vehicles.*

### 4. Theft of Vehicles

*About 40% of the vehicles taken in this area are taken from parking lots associated with multi-family housing areas or shopping center parking lots.*

### 5. Recovery of Stolen Vehicles

*This goes back to neighbors and businesses being aware of suspicious people and vehicles in their neighborhood and reporting things that look out of place.*

# Memorandum

**To:** City Council

**From:** Joe Dusenbury, Harbormaster

**cc:** Tony Piasecki, City Manager  
Lorri Ericson, Assistant City Manager

**Date:** 7/5/2012

**Re:** Report on the Physical Condition and Operational Status of the Redondo Waterfront Facility

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## Background

The City acquired the assets owned by King County when the Redondo-Woodmont area was annexed by the City in the late 1990's. The boat launching ramp and parking lot, the public fishing pier the public restroom and small waterfront plaza were assigned to the Marina to operate and maintain. The Redondo Boardwalk, a newly completed waterfront pedestrian walk and beach access was also assigned to the Marina.

The original facility was built in 1980 and by the time it was acquired by the City it was still fully operational, but there were obvious maintenance needs. It was also a little too small to accommodate the demand from the boaters that existed at that time and it was common to have vehicle-trailer combinations parked outside the lot on days when the fishing was good.

In 2001 – 02, the City, aided by a \$750,000 grant from the State's Boating Facilities Program completed a \$1.3 million dollar renovation of the facility. The launch ramp was extended and more boarding floats added, along with a floating wave-attenuator. The parking lot was completely demolished and re-built to increase capacity and a new pay station was installed. At that time the City started charging everyone that parked in the lot a fee. Prior to the remodel, only vehicle-trailer combinations paid a fee.

In the decade since the remodel the demand from the fishing community has declined to the point where the lot is usually able to accommodate peak fishing days without overflow to street parking. Other uses have increased though and the overall numbers of

people that use the facility, along with revenues from parking have increased steadily over the years. The fees are structured so that the users can purchase parking for one, two or three hours or all day. There is one fee vehicle-trailers. The City has increased parking fees twice in the last ten years, but they are still much lower than downtown parking rates for single vehicles and the rate for parking vehicle-trailers is lower than all the surrounding ramps.

### **User Groups**

#### **Walkers**

People that come to Redondo to walk on the Boardwalk make up the largest single user group, although they probably have the least impact on operations. Many of these people live close enough to walk from their homes but a significant number of them drive to the facility and park on the street or in the lot. They tend to make their Redondo walk part of their daily routine and some have been using the facility for years. Most of the revenue from the parking lot comes from the purchase of one-hour parking.

#### **Beach & Park Users**

The next largest group by number are the people, usually families with small children that come to Redondo to go to Wooten Park or to use the beach area next to Salty's or the beach next to the launch ramp. This use is highly seasonal and weather dependent. If these users park in the lot they tend to purchase the 2 or 3 hour tickets.

#### **Marine Science and Technology Center (MaST)**

A recent addition to the Redondo waterfront, the Highline Community College MaST facility also tends to attract families with young children but their programs are indoors and not weather dependent, although the two activities overlap during the summer months. Resolution No. 1014, (June 2006), authorized the construction of the Mast facility and because the project did not include any off-street parking or improvements to the on-street parking the resolution contained limits on the frequency of use of the facility. The resolution also contained a condition that requires HCC to implement parking improvements and/or mitigation if the limits were exceeded as the facilities programs grew. The Students, administrators and visitors do increase the overall demand for parking, but much of that demand is during the non-summer months when the impact of that demand is not as great

#### **Public Fishing Pier Users**

The Public Fishing Pier in Redondo is a popular spot for salmon, crab and squid fishing. The intensity of the use depends on the availability and numbers of the desired species and some of the use, specifically squid and some crabbing occur in the non-summer months. This group also tends to use the on-street parking and their largest impact the

use of the restrooms. Like the walkers, this group includes people that have used the pier for years.

#### SCUBA Divers

This group has grown significantly in the last decade. Redondo has become a very popular spot for underwater diving activities. Users tend to be club members who come to Redondo as part of a group or students who are part of a group of beginning divers. Diving is a year round activity because the water temperatures don't change that much in the winter and underwater visibility during the non-summer months is much better than during the warmer weather. These users need some room for their gear so most of them use the parking lot and purchase the all day tickets. In addition to being good customers, they are advocates for clean water and sponsor beach and underwater clean-up activities. The largest impact this group has is on the restrooms. The Marina staff has installed out-door cold water showers that the divers can use to rinse off after dives.

#### Boaters

Most of the boaters that come to the Redondo facility to use the launch ramp are engaged in recreational fishing. This has become a highly seasonal activity that peaks in August with the return of the salmon. The other important openings are the crab season that opens in June or July, and the shrimp season that opens earlier in the spring. Even though the seasons are getting shorter, this group still accounts for about a third of the parking revenue. The impacts of this group are almost entirely traffic and parking related, but that seems to be getting better as the fishing opportunities decline. As a group the boaters are very good about paying the parking fees.

#### Restaurant Customers

Unrelated to other uses of the facility, patrons of Salty's Restaurant use the parking lot when the restaurant's lot is full and street parking is not available.

#### **Operations**

When the public launch operation in the Marina was discontinued in 2009 the staff committed to staffing Redondo during the peak use months and now the facility is staffed full-time from the middle of June to the first of October. Staff cleans the restrooms, tends the landscaping, monitors the parking lot and helps boaters on the ramp. During the off-season a staff person goes to Redondo once a day, usually in the morning to clean the restrooms, empty the garbage and look for any maintenance issues.

Most of the maintenance hours at Redondo are spent on repairing/replacing the boarding floats, and repairing the boardwalk deck and railing.

### **Capital Improvement Planning**

The facility is generally in good condition but there are some long-term needs that the staff is working on.

#### **Launch Ramp**

The original boarding floats built in 1980 are being replaced at the rate of one or two per year. By the end of 2013 all of them will be replaced and the concrete brow at the top of the ramp will be replaced with a new one. The result will be about a three foot increase in the width of the ramp.

#### **Public Restroom**

The staff is planning on replacing the metal roofing system on the restroom.

#### **Boardwalk**

The Boardwalk will need some expensive renovations in the future. The most visible problem is the corrosion of the metal connector plates and brackets that anchor the outer edge of the boardwalk to the outer row of piling. A more pressing problem is the walking surface. When the boardwalk was built the wrong type of lumber was used for the decking and the application made the problem worse. Most of the staff's maintenance hours at Redondo are spent on fixing problems with the decking and there have been some "trip & fall" accidents there. The staff needs to start researching other materials and methods that could be used to replace the existing decking. Replacing the decking will also give us the opportunity to upgrade and replace the brackets and connector plates. Even without any preliminary work, given the size of the boardwalk, it is safe to assume that this will be a very expensive project.

### **Summary**

The Redondo Facility is an important part of the City's waterfront. The number of people that use the facility is surprisingly large considering its size. The staff considers the Redondo Facility to be part of the Marina and is committed to maintaining the same levels of customer service and maintenance for both locations.

**Redondo/Woodmont**  
*Perspective, Priorities and Strategies*  
Parks, Recreation and Senior Services Director

**Capital Improvement Projects**

1. Renovation of Wooton Park: replace the playground equipment, replace the gazebo, replace the site furnishings, refurbish the path, improve landscape and drainage and add on-site parking
2. Complete frontage improvements along south boundary of Wooton Park (north side of Redondo Way) such as curb, gutter, and sidewalk
3. Redondo Hillclimb: build the park per master plan or sell property
4. Woodmont Park Trail: Develop the trail to link Marine View Dr. S. to 13<sup>th</sup> Ave. S.
5. Acquisition of 10-25 acres land for future development of an active Community Park to serve the Woodmont/Redondo Neighborhoods

**Operational and Maintenance Issues/Concerns**

1. Solutions for ongoing use concerns at Wooton Park other than removing amenities such as the basketball hoops to solve late night use issues. Wooton Park hillside vegetation management
2. Provision of maintenance and repair and replacement funds for Dr. Shirley Gordon Park at the future Landmarque Sub Division and for Crestview Park at the future Crestview Sub Division when completed
3. Woodmont Park tree and vegetation management
4. Redondo Trail vegetation management
5. Interlocal Agreement for improved joint use/access to Federal Way Public Schools. Woodmont Elementary School is utilized for fee supported recreation programs, however, cost is prohibitive to low income citizens

**Other on-going citizen concerns**

1. Citizens concern that there are no developed parks and recreation facilities to serve Woodmont neighborhood and no capital park projects have occurred in the Woodmont area since annexation to the City in 1997
2. Lack of connection to Des Moines. Orientation is to Federal Way for schools, freeway access and shopping
3. Lack of public program sites, especially for senior citizens in the Woodmont and Redondo Neighborhoods



# CITY COUNCIL

## SPEAKER SIGN UP SHEET

July 12, 2012  
DATE

Comments re: Woodmont/Redondo Issues Only

NAME (PLEASE PRINT)	ADDRESS	TOPIC TO BE DISCUSSED
✓ Row Harris	28910 4TH PLS DES MOINES	BOAT LAUNETH GENERAL
✓ CLIFF McNEAL	28120 REDONDO BCH PRS. # 211	PARKING.
✓ Barry Costello	28303 Sandvick Prs Des Moines, WA 98188	Redondo Dr South 3 way stop at and Sandvick Pr
✓ Joan C. Barker	700 S 282nd Ave. S. Des Moines	#742 Traffic & Parking
✓ JOHN Sullivan	28303 Sandvick Prs S. DES MOINES	TRAFFIC
✓ ORRIN MALT	28303 Sandvick Prs S. DES MOINES	Redondo
✓ <del>Card</del> Pat Daniel	1313 S. 279th St Des Moines	Traffic & Safety
✓ DON GRASSL	1321 S 279th St DES MOINES	STREET LIGHT PROBLEMS -
✓ BERT J MARKEL	1831 S 268th St #19	MOBIL HOME PARKS
✓ Rick Johnson	28621 Redondo Beach Dr	Parking
<del>NO</del> LEONARDO HICKS	1218 S 257th Pl	Parking
✓ GUY ANZIGER	28708 Sandvick Dr	Parking
✓ <del>[Signature]</del>	5345 Franklin Ave	CROSSWALK @ 5345



## THE PARKING SITUATION

These photos were taken around 8 p.m. last night, a mid-week evening on a pleasant early summer day, not particularly warm. On weekends, holidays and hot summer days, there are many more cars and many more people. Obviously additional off-street parking would be an asset to the neighborhood.

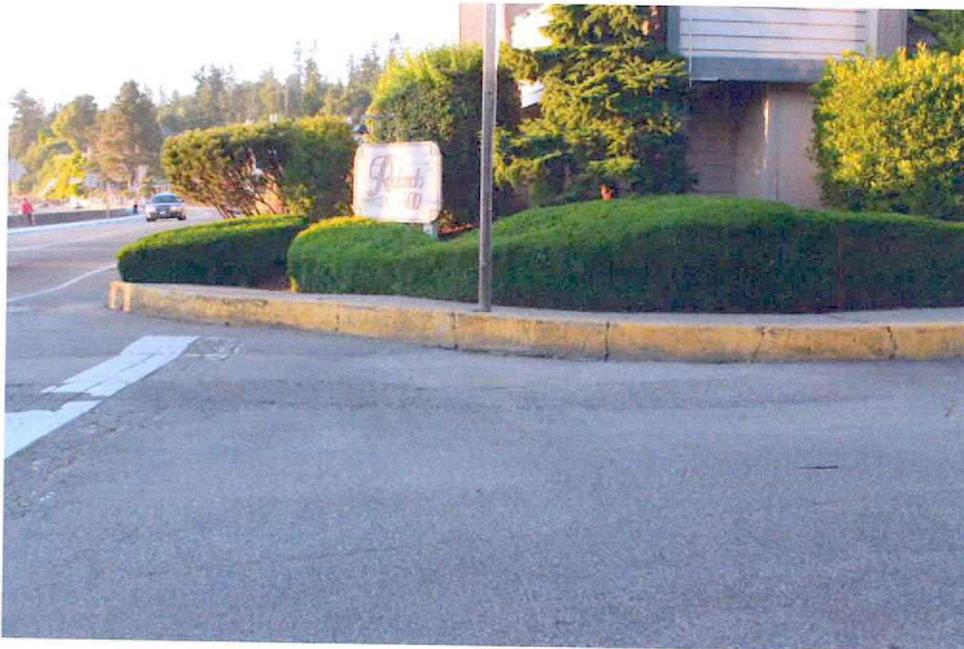


Looking north from S. 282nd Street on Eighth Avenue S. The yellow item on the lawn to the right is the neighborhood fire hydrant. This street is barely a lane and a half wide with turnouts when cars are parked along it, as they always are.

Looking east from the intersection of S. 282nd Street and Eighth Avenue S. The angle-in parking on the north side of Wooten Park is in a sloped gravelled area. Much of the gravel ends up in the south side of the street and can constitute a hazard for walkers.

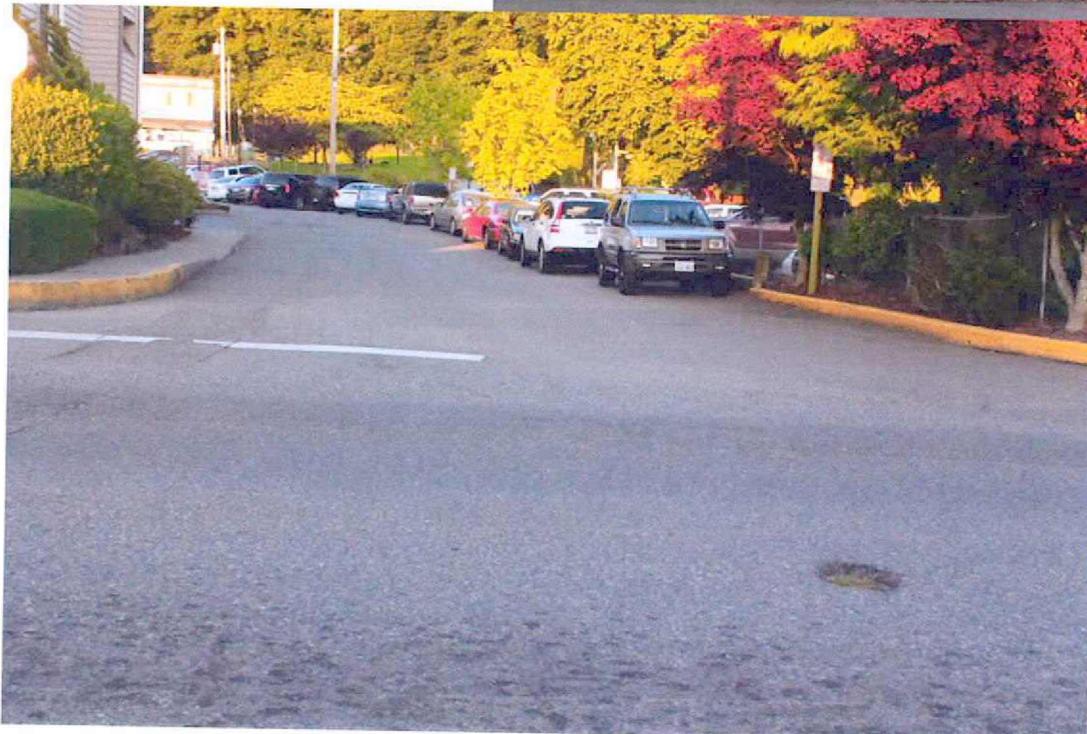
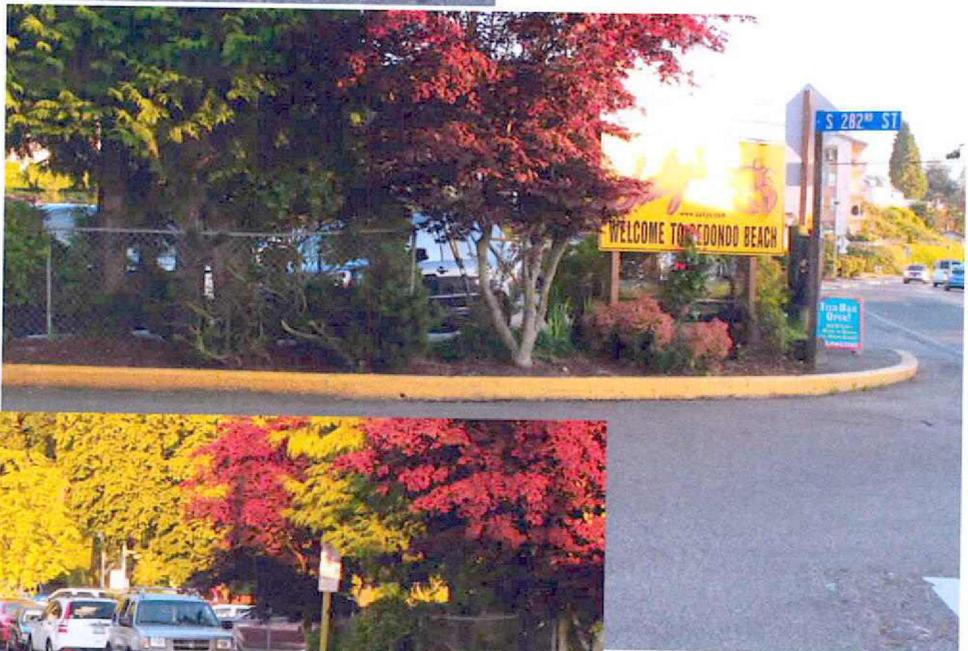


LOOKING NORTH AT INTERSECTION  
of S. 282nd Street and Redondo Beach Drive S.



This curb is a full 12" high, and during most of the rainy season, there is a considerable "lake" that fills the north side of S. 282nd Street running east from the intersection. For these two reasons those of us requiring handicapped access and folks with strollers or small children must walk in the south side of the street.

The plantings and lack of an east-west sidewalk on this, the south side of 282nd Street, make this a blind corner for folks turning into the street from northbound Redondo Beach Drive S.



Cars parked along S. 282nd Street further restrict the area available for those who must use this street for walking. The north side is posted "NO PARKING WEST OF HERE", but it is sometimes ignored.

July 12, 2012

MEMORANDUM

From: Barry M. Costello, Redondo Beach Condominium Association Secretary  
To: Des Moines City Council

Subject: Safety Issue at Corner of Redondo Beach Way and Soundview Drive South

Council Members:

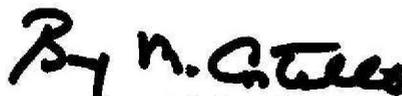
We have a safety concern that needs attention by the Council.

Several years ago a pedestrian was struck by a car near the intersection of Redondo Beach Way and Soundview Drive South (As recalled by several members of the Redondo Beach Condo Association). The City recognized the safety hazard, and installed a speed bump just west of the intersection, and the desired effect of slowing down speeding traffic was achieved.

This past summer the City replaced a section of water piping under the road and removed the speed bump without replacement. I visited with Brandon Carver of the City of Des Moines Transportation and Engineering Division the first week of April. Brandon indicated that the speed bump was not replaced partially because the fire department did not like them, however, noted that pedestrian safety would overrule any objections by the fire department (a subsequent call to the fire department confirmed that they would not object to a safety measure such as this). He was not aware of the current speeding concern. He WAS aware of the additional problem of "sight line" where drivers cannot see west at the intersection because there is a parking spot right at the west of the intersection – which effectively blocks visibility of oncoming cars (this space needs to be eliminated).

I communicated further with Brandon via e-mail on 8 and 23 April and met with Dan Brewer on July 12. There is an acknowledgement by all parties that something must be done. The speed bump was put there to address an issue. The facts supporting that original Council decision have not changed. It remains a very busy intersection, especially at this time of year with families and strollers crossing to enjoy the park. Dan felt that he would be completed with his due diligence review of the situation within a few weeks, and tentatively indicated that a three way stop would be favorably considered.

We write to highlight this ongoing safety discussion for the information of the City Council. The three way stop will reestablish the status quo interrupted by the prior City project.



Barry M. Costello  
Secretary, RBCA

May 8, 2012

The following members of the RBCA support the initiative to deal with the safety issue at the corner of Soundview Drive and Redondo Way:

Diane F. Domine  
Maggie Gunn  
Steve Steel  
Lorna Woods  
Katsing Young  
D. D.  
Jon Frickes  
W. Patel  
W. June Strzelak  
Kathy Spence  
Joann DeBoer  
Alan Johnson  
Bronson C. Eng  
Steve V. Williams  
Kathy Buckert  
Mike Johnson  
Cynthia Maly



Blue rectangular mark

Red rectangular mark

Three red 'X' marks arranged in a diagonal line

Two red rectangular marks, one horizontal and one vertical

Blue scribbled mark at the bottom right



