

## AGENDA

### REGULAR MEETING DES MOINES CITY COUNCIL 21630 11<sup>th</sup> Avenue South, Des Moines, City Council Chambers

February 14, 2013 - 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

- Page 1      Item 1:      APPROVAL OF VOUCHERS  
Motion is to approve for payment vouchers and payroll transfers included in the above list and further described as follows:  
                 Claim checks \$391,297.68  
                 Payroll fund transfers in the total amount of \$438,335.89  
                 Total certified Wire Transfers, Voids, A/P & Payroll vouchers are \$829,633.57
- Page 3      Item 2:      INTERAGENCY AGREEMENT WITH HIGHLINE COMMUNITY COLLEGE FOR THE SMALL BUSINESS DEVELOPMENT CENTER  
Motion is to approve the Interagency Agreement with Highline Community College for support of the Small Business Development Center, and authorize the City Manager to sign the agreement, substantially in the form as submitted.
- Page 15     Item 3:      CONSULTANT CONTRACT: GRANT FREDRICKS  
Motion is to approve a contract amendment with Grant Fredricks, dba Fredricks Management Consulting, for economic development, planning and management services through 2013 at a cost not to exceed \$58,522, and authorize the City Manager to sign the contract amendment substantially in the form as submitted.
- Page 31     Item 4:      DRAFT RESOLUTION NO. 13-030 COVE TO CLOVER  
First Motion is to adopt Draft Resolution No. 13-030, authorizing the first annual Snakezilla Half Marathon at the Des Moines Beach Park, Des Moines Creek Park, Des Moines Marina and City of Des Moines Rights of Way and Pre-Event Carbo Load Dinner and Snake Pit at the Des Moines Field House sponsored by Cove to Clover on April 27-28, 2013

Second Motion is to approve the Agreement between the City of Des Moines and Cove to Clover related to the conditions for the provision of support services and amenities for the Event as identified therein, and authorize the City Manager to sign the Agreement substantially in the form as attached.

**NEW BUSINESS**

Page 45      1.      TRANSPORTATION GATEWAY PROJECT: S 216<sup>TH</sup> STREET –  
SEGMENT 1A (24<sup>TH</sup> AVENUE S TO 29<sup>TH</sup> AVENUE S)  
Staff Presentation:              Interim Public Works Director Dan Brewer

**NEXT MEETING DATE**

February 28, 2013 Regular City Council Meeting

**ADJOURNMENT**

**CITY OF DES MOINES**  
**Voucher Certification Approval**

24-Jan-13

**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 January 24, 2013 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.

<b>Claims Vouchers:</b>	<b>Numbers</b>				<b>Amounts</b>
Total A/P Checks/Vouchers	134650	-	134789	140	410,251.98
Electronic Wire Transfers	BOA VISA				45.70
<b>Subtotal for this Council Packet</b>					<b>410,297.68</b>
Voided Claim Checks this check run:					0.00
Voided Claim Checks from <b>previous</b> check runs	134642				(19,000.00)
<b>Total Claims/Wire Transfers/Voids</b>					<b>391,297.68</b>

<b>Payroll Vouchers:</b>	<b>DISBURSED 01/18/13</b>				<b>Amounts</b>
Payroll Checks	18051	-	18067	= 17	16,354.42
Direct Deposit	30001	-	30130	= 130	274,816.50
Payroll Taxes					60,947.74
Wage/Garnishments					744.07
Voids				0	0.00
Electronic Wire Transfers					85,473.16
ICMA 401 Forfeitures					0.00
<b>Total Claims</b>					<b>438,335.89</b>
<b>Total certified Wire Transfers, Voids, A/P &amp; Payroll vouchers for January 24, 2013</b>					<b>829,633.57</b>



# A G E N D A   I T E M

SUBJECT: Interagency Agreement with Highline Community College for the Small Business Development Center

AGENDA OF: February 14, 2013  
DEPT. OF ORIGIN: Economic Development Manager  
DATE SUBMITTED: February 5, 2013

**ATTACHMENTS:**

1. Interagency Agreement Between Highline Community College and City of Des Moines
2. SBDC Reports: Quarter Four, City of Des Moines

**CLEARANCES:**

- Economic Development Manager *UPJ*
- Finance \_\_\_\_\_
- Planning, Building & Public Works \_\_\_\_\_
- Legal \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: *AT*

**Purpose:**

The purpose of this agenda item is to request City Council approval of an interagency agreement between the State of Washington Highline Community College and the City of Des Moines for continuing support of the College’s Small Business Development Center (SBDC). The City contributed \$10,000 each year since the SBDC started in 2004 except in 2010 when the contribution was \$8,000.

**Suggested Motion:**

“I move to approve the Interagency Agreement with Highline Community College for support of the Small Business Development Center, and authorize the City Manager to sign the agreement, substantially in the form as submitted.”

**Background:**

The City of Des Moines was a founding partner of the Southwest King County Economic Development Initiative (SKCEDI) dedicated to collaboration related to the economic development of Southwest King County and to working together to solve the economic development issues common to its members. The Small Business Development Center (SBDC) is one example of this type of cooperation and it has been kept solvent and effective since its inception in large part due to each partner’s commitment to funding. That funding commitment is an investment in the community and in area-wide economic development.

**Discussion:**

The Small Business Development Center at Highline continues to do very well, with two knowledgeable advisors that assist Des Moines businesses with questions small and large throughout the year. Please

see the attached Quarter Four report from the SBDC, as well as a summary of activity specific to Des Moines over the last three years.

The Interagency Agreement provides for \$10,000 in City funding for 2013. It further provides for automatic renewal unless terminated by either party upon 30 days written notice by either party.

**Alternatives:**

The Council may decide not to enter into the agreement, or may approve the agreement for 2013 and defer any commitment for 2014 until the 2014 budget is finalized.

**Financial Impact:**

The 2013 contribution of \$10,000 is provided for in the plan development 2013 adopted budget.

**Recommendation/Conclusion:**

Staff recommends approval of the Interagency Agreement.

**Concurrence:**

The Legal and Finance Departments reviewed the Interagency Agreement in 2012.

**INTERAGENCY AGREEMENT**

Between

STATE OF WASHINGTON

HIGHLINE COMMUNITY COLLEGE

and

CITY OF DES MOINES

**THIS AGREEMENT** is made and entered into by and between **HIGHLINE COMMUNITY COLLEGE, PO BOX 98000 MS 99-101, DES MOINES, WA 98198**, hereinafter referred to as "**HIGHLINE COMMUNITY COLLEGE**," and the **CITY OF DES MOINES, 21630 11<sup>TH</sup> AVE S, DES MOINES, WA 98198** hereinafter referred to as the "**CITY OF DES MOINES**".

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide partnership and support for the community through the efforts of the Small Business Development Center and to provide complimentary business development services and resources to small to medium sized businesses.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

To provide partnership and support for the community through the efforts of the Small Business Development Center and to provide complimentary business development services and resources to small to medium sized businesses.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on **January 1, 2013**, and be completed on **December 31, 2013**, and will be renewed automatically on an annual basis unless terminated as specified in the termination clause of this agreement by either party.

**PAYMENT**

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$ 10,000.00 annually**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

**BILLING PROCEDURE**

Highline Community College shall submit invoices **automatically on an annual basis**. Payment to the **Highline Community College Foundation** for approved and completed work will be made by warrant or account transfer by the **City of Des Moines** within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

**RECORDS MAINTENANCE**

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of

both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

### **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by **Highline Community College**. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

### **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

### **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

### **GOVERNANCE**

This contract is entered into pursuant to and under the authority granted by the laws of the state of

Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

#### **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

#### **INDEMNIFICATION**

Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

#### **WAIVER**

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

#### **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

#### **ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**CONTRACT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

**Highline Community College:**

Communications contact person shall be the Director of Community Education and Training Services, Judy Perry, Highline Community College, PO Box 98000 MS 99-101, Des Moines, WA 98198.

Billing contact person shall be Crystal Kitterman, Highline Community College, PO Box 98000 MS 99-101, Des Moines, WA 98198.

**City of Des Moines:**

Communications and billing contact person shall be Tony Piasecki, City Manager, 21630 11<sup>th</sup> Ave S, Des Moines, WA 98198

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

State of Washington  
Highline Community College

...

City of Des Moines

By: *[Signature]*

By: \_\_\_\_\_

Title: *VP for Admin*

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

Date: *1/7/13*

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

By: \_\_\_\_\_

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

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

**APPROVED AS TO FORM ONLY:**

\_\_\_\_ day of \_\_\_\_\_, 200\_\_

ROB MCKENNA  
Attorney General

By: \_\_\_\_\_  
Senior Assistant Attorney General

# The Small Business Development Center For Southwest King County At Highline Community College

## Fourth Quarter 2012 Operations Report

Compiled By: Rich Shockley and Asbury Lockett, Advisors  
Report Date: February 1, 2013

The SBDC served 96 clients this quarter. Two clients reported that they assembled \$ 349,000 in new capital through both debt and equity infusions. Asbury continues to transition some of the Renton clients to other services in their area while rapidly building business relationships in our Southwest King County service area.

### Clients Served, Fourth Quarter 2012

Funder	Active Clients
SKCEDI	
Burien	6
Des Moines	10
Normandy Park	3
SeaTac	7
Tukwila	<u>7</u>
SKCEDI Subtotal	33
Federal Way	34
Highline Community College	3
The Washington SBDC	<u>26</u>
<b>Grand Total, Clients, Third Quarter</b>	<b>96</b>

The Port of Seattle is a founding member of SKCEDI and through SKCEDI is also a founding funder of the SBDC.

*Clients* are people who have met with an SBDC advisor, or received research services from our center directly related to the clients businesses. There is a gradual turnover of clients from quarter to quarter.

### Client Demographics, Fourth Quarter 2012

The demographics of our clients reflect the geographic area we serve and continue to be among the three most diverse of all SBDCs in the state.

Race		
African-American	10	10.31%
Asian	16	16.49%
Hispanic	2	2.08%
Female	39	40.21%
Veteran / Reserve	12	12.37%
High Impact Potential*	29	30.21%

\* *High Impact Potential* indicates a client who is working with the SBDC on a plan that could result in significant dollar and/or jobs impacts.

### Total Hours of Service to Clients, Fourth Quarter 2012

This quarter, the SBDC provided 443 hours of service to 96 clients in a combination of one-to-one service, prep time and group sessions.

### Summary of Economic Impacts Created By SBDC Clients Fourth Quarter 2012

4Q2012 Impact		New	Saved	Business	Loans	New	Other
SKCEDI		Jobs	Jobs	Starts	Closed	Equity	Impacts**
	Burien	2		1	\$62,100		
	Des Moines						
	Normandy Pk						
	SeaTac						
	Tukwila						
Federal Way							
WSBDC		119			\$267,000	\$20,000	
<b>Impacts 4Q12</b>		121		1	\$329,100	\$20,000	

\*\* Other Impacts =landlord-provided tenant improvements

### SKCEDI Economic Impacts, Current Year

SKCEDI					Equity	New
Impacts	New	Saved	Business	Loans	Investments	Other
	Jobs	Jobs	Starts	Closed	Made	Impacts
1Q12	4			\$170,000	\$44,000	
2Q12	4	2		\$160,000	\$200,000	\$46,000
3Q12	5.5		1	\$60,000	\$82,000	
4Q12	2		1	\$62,100		

### Federal Way Economic Impacts, Current Year

Federal Way				New	New	New
Impacts	New	Saved	Business	Loans	Equity	Other
	Jobs	Jobs	Starts	Closed	Closed	Impacts
1Q12	8					
2Q12					\$615,000	
3Q12	4.5	6	1	\$60,000	\$97,500	
4Q12						

### Client Achievements, Fourth Quarter 2012

A new **Burien** client is targeting a growing segment in the food industry. Natural and whole food products that address health and allergy concerns will be the business focus. The client is seeking funding to launch the business and purchase a building. It is anticipated that the business launch would create 4-5 livable wage jobs.

## Client Achievements, Fourth Quarter 2012, continued

A long term **Des Moines** client sought advice when looking to potentially buy out a competitor in a nearby community and establish a fourth location. We provided information about the number of potential customers in the area surrounding this location, a financial analysis of the competitor's past performance, selling prices of similar businesses over the past five years, and benchmarking the competitor's financial performance against similar businesses nationwide. After performing this analysis and concluding that the business was worth far less than the competitor wanted, we coached this client on how to negotiate in a manner that would be both respectful and effective.

**Normandy Park** client with vast experience in design of fabric and art is launching their home based business. The client has worked with the SBDC for just under 2 years and is now seeing national sales of product. A new business category is being explored which if successful will increase profits while reducing capital investment. The client has leveraged their industry relationships to launch a PR campaign with a goal of being published in trade magazines thereby enhancing their industry image, recognition and bringing new distribution opportunities.

The SBDC is working with a local café and business owner in **SeaTac** to increase revenues in their shop. In the past the SBDC has assisted with renegotiation of the client's lease which was necessary so that the business metric would allow them to sustain the business. Now the client and the SBDC are working on new ways to increase traffic to the location so that the owners will recognize revenue growth and profits.

The SBDC is working with a client looking to purchase a second grocery location in **Tukwila**. The client has a long history in grocery market and will likely be successful in securing funding for this expansion. The location is a multi-use site. Long term plans may include redevelopment of the site allowing for additional retail opportunities.

An existing **Federal Way** client is expanding regionally. Sub Zero Ice cream has been working with the SBDC prior to their launch to secure funding, find a location and launch. We continue to work together on marketing, operational controls and market expansion. Recently the client invested additional funds to secure the rights to become the Area Developer for their brand. You may have seen this same franchise on Shark Tank (television show). The client is currently working with a second SBDC client to enhance their market outreach and brand through the development of video that will be used on line and as promotion for franchise sales.

## Community Relationships, Fourth Quarter 2012

Asbury and Rich met with Mian Rice as a follow up to the Port Commission Policy Roundtable discussion in Q 3 of 2012. The goal was to explore how the SBDC and the PORT might jointly deliver training to the small contractor program at the PORT. Mian was referred to Highline Community College who has previous experience working with the PORT in training development and delivery. PTAC, another Highline Community College sponsored Economic Development program is also already engaged in training to small contractors.

Asbury and Rich are working with the City of Federal Way to provide technical assistance to businesses who are applying for business funding from the CDBG loan program.

## Advisor Skills Training

Fourth quarter training and education included our three day state wide semiannual professional development for the Washington SBDC; half day quarterly regional meeting for the SBDC.

Both Asbury and Rich attended webinar for crowd funding which is an area of high interest but also an area of confusion and unknowns related to the legal issues surrounding alternate funding.

Asbury took an online class to evaluate a business' online brand identity. SBDC and Southwest King County Chamber cosponsored an event to demonstrate and teach this tool to some businesses in Des Moines.

#### **Referral-Relationship Building, Fourth Quarter 2012**

Rich and Asbury attended Chamber events for both Federal Way Chamber and Southwest King County Chamber. Presentations were delivered in Federal Way as part of panel presentation where local economic development resources were highlighted.

Rich participated with two local banks attend a CEO round table along with other local businesses and a local business meeting. Both events dealt with the needs and solutions for the local business community

Within our WSBDC network both Rich and Asbury sit on committees. Rich is a member of the WSBDC Certification Committee, the group who oversees the certification of all Washington State Small Business Development Advisors. Asbury is a member of SBDC Advisory Board whose role is to identify current and emerging small business needs. Asbury brings the perspective of the Advisor and the small business owner.

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*End of Report*

## Summary of Impacts for Des Moines 2010 - 2012

### Des Moines Economic Impacts - 2012

Des Moines				New	New	New
Impacts	Business	New	Saved	Loans	Equity	Other
	Starts	Jobs	Jobs	Closed	Closed	Impacts
1Q12						
2Q12	1	1				
3Q12		1		\$60,000	\$17,000	\$
4Q12						
Summary	1	2		\$60,000	\$17,000	\$

### Summary Clients served 2012

Q4 10      Q3 12      Q2 13      Q1 10

### Des Moines Economic Impacts - 2011

Des Moines				New	New	New
Impacts	Business	New	Saved	Loans	Equity	Other
	Starts	Jobs	Jobs	Closed	Closed	Impacts
1Q11						
2Q11						
3Q11		2				
4Q11				\$4,000		
Summary		2		\$4,000		

### Summary Clients served 2011

Q4 23      Q3 10      Q2 16      Q1 15

### Des Moines Economic Impacts - 2010

Des Moines			New	New	New
Impacts	New	Saved	Loans	Equity	Other
	Jobs	Jobs	Closed	Closed	Impacts
1Q10	3		\$60,000		
2Q10			\$138,500	\$15,000	\$86,780
3Q10			\$50,000		
4Q10	3				
Summary	6		\$248,500	\$15,000	\$86,780

### Summary Clients served 2010

Q4 10      Q3 8      Q2 13      Q1 13



**AGENDA ITEM**

SUBJECT: Consultant Contract – Grant Fredricks

AGENDA OF: February 14, 2013

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

DATE SUBMITTED: February 7, 2013

1. Proposed Amendment 3 to Services Agreement with Grant Fredricks
2. Services Agreement with Grant Fredricks dated January 5, 2013.
3. Amendment to Services Agreement with Grant Fredricks dated January 22, 2013. extending term to February 28, 2013.
4. Amendment #2 to Services Agreement with Grant Fredricks dated January 29, 2013 increasing amount to \$12,000.

CLEARANCES:

- Legal PS
- Finance N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Public Works N/A
- Community Development N/A
- Police N/A

APPROVED BY CITY MANAGER FOR SUBMITTAL: 

**Purpose and Recommendation:**

The purpose of this item is for the City Council to approve a contract amendment with Grant Fredricks for management consulting services in the areas of priority economic development identified by the City Council and City Manager, assist the City in budget and permitting process improvements, and develop a plan to develop a new City Hall and Courthouse, increasing the dollar limit to that currently authorized in the 2013 Budget and extending his services until the end of 2013.

**Suggested Motion:**

**Motion:** “I move to approve a contract amendment with Grant Fredricks, dba Fredricks Management Consulting, for economic development, planning and management services through 2013 at a cost not to exceed \$58,522, and authorize the City Manager to sign the contract amendment substantially in the form as submitted.”

**Background:**

Mr. Fredricks offered the City his services under contract following his retirement in November 2012. As a State Personnel System (PERS) 2 retiree, he may work up to 867 hours a year (approximately 17 hours a week on average) for employers covered by PERS. His areas of interest are economic development, build out of the Des Moines Creek Business Park and Link Light Rail extension to Highline Community College/Kent-Des Moines Road, the Marina and Beach Park development, budget and organizational development, permit system improvements, and changes to the DMMC which would make the City more attractive for development, easier to understand and better serve the community.

**Discussion**

The City Manager has identified the scope of services identified on the 1<sup>st</sup> page of the attached contract amendment. These activities were all identified as priorities in the 2013 City Council January 5<sup>th</sup> retreat.

Mr. Fredricks will be working in Des Moines one or two days each week and also working from his home office when it's not necessary to commute to City Hall. He will occasionally participate in City Council meetings and he will sometimes represent the City on working groups and committees.

Mr. Fredricks is currently working under a City Manager-approved contract through the end of February (attachments 2, 3 and 4). The contract amendment proposed for Council approval tonight expands the scope of services, increases the amount and extends the term for the full year.

**Alternatives**

Council may chose not to approve the contract in which case the City Manager may elect to maintain Mr. Fredricks' services within his contract authority or terminate the contract and hire staff to bring the work back completely in house. There would be extra start up and continuity costs associated with this course of action, however.

**Financial Impact**

The 2013 Budget was developed to accommodate up to \$58,522 in services provided by contract as proposed. Mr. Fredricks' hourly rate is substantially below that of management consultants providing similar services.

**Recommendation/Conclusion:**

Staff recommends that Council approve the proposed contract.

## CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to the contract dated January 5, 2013 between the CITY OF DES MOINES (“the City”) and Grant Fredricks dba Fredricks Management Consulting, (“the Vendor”).

Pursuant to paragraph VI. Changes of said contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended through December 31, 2013.

The parties herein agree that the Contract dated January 5, 2013, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

Section I of Contract dated January 5, 2013 is hereby amended to read as follows:

Vendor agrees to:

1. Participate in the City Council’s goal setting retreat on January 5, 2013.
2. Participate in the January 22, 2013 meeting with Port elected officials and staff on Des Moines Creek Business Park and assist with its rapid development.
3. Working with the City’s Economic Development Manager, coordinate community development and economic development policy initiatives resulting from January’s City Council retreat including permit system improvements including further implementation of the Matrix recommendations, nuisance property code enforcement.
4. Working with the Economic Development Manager, develop policy proposals for City Council consideration to accelerate economic development.
5. Assist with economic development planning and project coordination, link light rail planning, planning for the 216<sup>th</sup> Street commercial corridor, improvements to the Municipal Code, Marina and Beach Park Business Plan implementation, City budget process improvements, organizational and policy development, Comprehensive Emergency Management Plan coordination and exercise planning, Legislative bill analysis, consolidation of services with other cities, and grant requests.
6. Develop concepts and proposals for the development of a new City Hall and Courthouse.
7. Work on other City Manager assignments as directed.

Section II of Contract dated January 5, 2013 is hereby amended to read as follows:

**TIME OF COMPLETION.** Upon the effective date of this Agreement, Vendor shall complete the work and provide all goods, materials, and services by December 31, 2013.

Section III of Contract dated January 5, 2013 is hereby amended to read as follows:

COMPENSATION. The City shall pay the Vendor an amount not to exceed \$58,522.00 at a rate of \$90.00 per hour, for the goods, materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5<sup>th</sup> of the following month. The invoice will include an itemized work summary.

Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

Except as modified hereby, all terms and conditions of said contract remain in full force and effect.

**IN WITNESS WHEREOF** the parties hereto have executed this Addendum as of the date first above written.

<p align="center"><b>GRANT L. FREDRICKS:</b></p> <p>By: _____  <i>(signature)</i>                  Print Name: <u>Grant L. Fredricks</u>                  Vendor                  DATE: _____</p>	<p align="center"><b>CITY OF DES MOINES:</b></p> <p>By: _____  <i>(signature)</i>                  Print Name: <u>Anthony A. Piasecki</u>                  Its <u>City Manager</u>                  DATE: _____</p> <p>Attest: _____ Approved as to                  form: _____</p> <p>_____                  City Clerk City Attorney                  DATE: _____ DATE: _____</p>
<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>Grant L. Fredricks:</b></p> <p>9020 Valley Green Dr SE                  Olympia, WA 98513                  (360) 584-3164 (cell phone)                  granita.fredricks@gmail.com</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>Anthony A. Piasecki                  City of Des Moines                  21630 11<sup>th</sup> Avenue S., Suite A                  Des Moines, WA 98198                  206-870-6541 (telephone)                  206-870-6540 (facsimile)</p>

## SERVICES AGREEMENT

### between the City of Des Moines and Grant Fredricks

**THIS AGREEMENT** is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Grant Fredricks (hereinafter the "Vendor"). This is intended to serve as an interim personal services contract not to exceed \$5,000 in value and expiring January 31, 2013 or when superseded by a City Council-approved contract.

#### AGREEMENT

##### **I. DESCRIPTION OF WORK.**

Vendor shall provide the following goods and materials and/or perform the following services for the City:

1. Participate in the City Council's goal setting retreat on January 5, 2013.
2. Participate in the January 22, 2013 meeting with Port elected officials and staff and City elected officials and staff to chart a path forward on the economic development of the Des Moines Creek Business Park, and then coordinate the City's actions in support of that direction.
3. Working with the City's Economic Development Manager, coordinate community development and economic development policy initiatives resulting from January's City Council retreat.
4. Working with the Economic Development Manager, develop policy proposals for City Council consideration to accelerate economic development,
5. Work on other City Manager assignments as directed.

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

**II. TIME OF COMPLETION.** Upon the effective date of this Agreement, Vendor shall complete the work and provide all goods, materials, and services by January 31, 2013.

**III. COMPENSATION.** The City shall pay the Vendor an amount not to exceed \$5,000, at a rate of \$90.00 per hour, for the goods, materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5<sup>th</sup> of the following month. The invoice will include an itemized work summary.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Vendor 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 Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Vendor.
- B. Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

**IV. INDEPENDENT CONTRACTOR.** The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Vendor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

**V. TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement.

**VI. CHANGES.** The City may issue a written amendment for any change in the goods, materials or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that an amendment is necessary, Vendor must submit a written amendment request to the person listed in the notice provision section of this Agreement, section XIV(D), within fourteen (14) calendar days of the date Vendor 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 Vendor'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 Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Vendor fails to require an amendment within the time allowed, the Vendor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Vendor disagrees with the

equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VII, Claims, below.

The Vendor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Vendor 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.

**VII. CLAIMS.** If the Vendor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor 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 Vendor 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 Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Vendor'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 Vendor's claim;
  2. The nature and circumstances that caused the claim;
  3. The provisions in this Agreement 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 Vendor is asserting a schedule change or disruption.
- B. Records. The Vendor 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 Vendor'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. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor 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 Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

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

**IX. WARRANTY.** This Agreement is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor 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 part of the goods are repaired, 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 Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

**X. DISCRIMINATION.** In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor 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.

**XI. INDEMNIFICATION.** Vendor 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 Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'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 Agreement.

**XII. WORK PERFORMED AT VENDOR'S RISK.** Vendor 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 Vendor's own risk, and Vendor 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.

**XIII. MISCELLANEOUS PROVISIONS.**

A. Recyclable Materials. The city recommends that its contractors and consultants use recycled and recyclable products whenever practicable.

B. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement 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.

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court,

King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. 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, including all appeals, 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 XI of this Agreement.

D. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, 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 Agreement or such other address as may be hereafter specified in writing.

E. Assignment. Any assignment of this Agreement 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 Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

F. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.

G. Entire Agreement. The written provisions and terms of this Agreement, 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 Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

H. Compliance with Laws. The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

**IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.**





**CONTRACT AMENDMENT/ADDENDUM**

**CONTRACT FOR INTERIM SERVICES BETWEEN  
THE CITY OF DES MOINES AND Grant Fredricks**

**THIS AMENDMENT/ADDENDUM** is entered into on this 22<sup>nd</sup> day of January, 2013, pursuant to that certain Contract entered into on the 5th day of January, 2012, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **GRANT FREDRICKS** (hereinafter "VENDOR").

The parties herein agree that the Contract dated January 5, 2013, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

I) **SECTION II** of Contract dated January 4, 2012, is hereby amended to read as follows:

**TIME OF COMPLETION.** Upon the effective date of this Agreement, Vendor shall complete the work and provide all goods, materials, and services by February 28, 2013.

Except as modified hereby, all terms and conditions of contract dated January 5, 2012, remain in full force and effect.

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**SECOND CONTRACT AMENDMENT/ADDENDUM**

**CONTRACT FOR INTERIM SERVICES BETWEEN  
THE CITY OF DES MOINES AND Grant Fredricks**

**THIS AMENDMENT/ADDENDUM** is entered into on this 29<sup>th</sup> day of January, 2013, pursuant to that certain Contract entered into on the 5th day of January, 2013, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **GRANT FREDRICKS** (hereinafter "VENDOR").

The parties herein agree that the Contract dated January 5, 2013, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

I) **SECTION III** of Contract dated January 5, 2013, is hereby amended to read as follows:

III. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed \$12,000, at a rate of \$90.00 per hour, for the goods materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5<sup>th</sup> of the following month. The invoice will include an itemized work summary.

Except as modified hereby, all terms and conditions of contract dated January 5, 2013, remain in full force and effect.

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## A G E N D A   I T E M

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

SUBJECT: Snakezilla Half Marathon and  
Pre-Event Dinner

ATTACHMENTS:

1. Draft Resolution No. 13-030
2. Draft Agreement Between City of Des Moines and Cove to Clover

FOR AGENDA OF: February 14, 2013

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED: February 6, 2013

CLEARANCES:

Legal VG

Finance NA

Marina [Signature]

Parks, Recreation & Senior Services [Signature]

Public Works DJB

Police [Signature]

Courts NA

APPROVED BY CITY MANAGER

FOR SUBMITTAL: [Signature]

#### Purpose and Recommendation

The purpose of this item is to seek Council approval of Draft Resolution No. 13-030 authorizing the Snakezilla Half Marathon to be held at the Des Moines Beach Park, Des Moines Creek Park (trail) and Des Moines Marina on April 28, 2013 and the Pre-Event Carbo Load Dinner and Snake Pit to be held at the Des Moines Field House on April 27, 2013, sponsored by Cove to Clover.

#### Suggested Motion

**First Motion:** “I move to adopt Draft Resolution No. 13-030, authorizing the first annual Snakezilla Half Marathon at the Des Moines Beach Park, Des Moines Creek Park, Des Moines Marina and City of Des Moines Rights of Way and Pre-Event Carbo Load Dinner and Snake Pit at the Des Moines Field House sponsored by Cove to Clover on April 27- 28, 2013.”

**Second Motion:** “I move to approve the Agreement between the City of Des Moines and Cove to Clover related to the conditions for the provision of support services and amenities for the Event as identified therein, and authorize the City Manager to sign the Agreement substantially in the form as attached.”

## **Background**

Cove to Clover has requested the use of the Des Moines Field House to hold its inaugural Cove to Clover Pre-Event Carbo Load Dinner and the Des Moines Beach Park facilities (roadways and Auditorium), the Des Moines Creek Trail, the Marina (north parking lot and roadways) and Cliff Avenue South, 6<sup>th</sup> Avenue South and S. 227<sup>th</sup> Street to hold its inaugural Cove to Clover Snakezilla Half Marathon.

The Dinner and Snake Pit would take place at the Des Moines Field House on Saturday, April 27 from 6:00 p.m. to 9:00 p.m. Anticipated attendance is 100 participants.

The Half Marathon would utilize the Beach Park, Trail and Marina, Cliff Ave. S., 6<sup>th</sup> Ave. S. and S. 227<sup>th</sup> Street on Sunday, April 28, 2013 between 10:00 a.m. and 1:00 p.m. The half marathon would begin in the Des Moines Beach Park at 12 noon, circle the Des Moines Marina and then proceed up the Des Moines Creek Trail. Anticipated attendance is 500 walking and running participants.

## **Discussion**

Cove to Clover, a 501(c)(3) non-profit organization, requests that City Council approve Draft Resolution No. 13-030 authorizing the use of specified city facilities and other resources as previously noted.

Cove to Clover, now in its seventh year, is managed by John Nelson and the Cove to Clover Board of Directors. Cove to Clover is supported by a professional race course operations contractor and Event volunteers that would provide all Event management, operations and fund raising necessary for Event production. The Event would be insured by Cove to Clover, which provides up to \$5,000,000 of coverage for General Aggregate and \$1,000,000 per incident naming the City of Des Moines as an additional insured.

Cove to Clover proposes utilizing professional race course support along with volunteers from the running and local communities to assist as race course monitors as identified in the Event's Traffic Control Plan. Trained medical personnel consisting of two EMTs and one ambulance will be placed at Des Moines Beach Park to provide medical assistance as identified in the Event's Safety Plan. Cove to Clover would also be responsible for providing Event security, parking attendants, portable restrooms and garbage collection and removal.

Cove to Clover would also meet with City Departments to prepare the Beach Park and Marina event layout, parking lot management and pedestrian safety plans as required by the City's Special Event Permit to ensure a safe Event open to the public. Cove to Clover requests that the Beach Park be closed to vehicle traffic from 10:00 a.m. to 1:00 p.m. and that the Des Moines Creek Trail be closed to pedestrian traffic during that same timeframe for Event set-up and participant safety.

Cove to Clover requests free use of the City facilities and support services in exchange for naming the City of Des Moines as an Event sponsor with the following benefits:

- Sponsor logo placed on all Event participant shirts (estimate 2000-3000)
- Sponsor logo will be placed on 500 Event Posters
- Sponsor logo will be placed on 3,000 Rack Cards

- Sponsor logo will be placed on Event website with live link to their website
- 10'X10' booth space on-site at start/finish area on Race Day, Sunday, April 28
- Regular public address announcement promotion of sponsor throughout Event
- Opportunity to hang up to 2 sponsor banners in the Event start/finish area
- Ability to provide a give-away or certificate to race participants (swag bags)

In addition, the net proceeds from the Cove to Clover Pre-Event Carbo Load Dinner and Snake Pit would be earmarked for City of Des Moines recreation scholarships and programs for low income youth.

The City would assist the Cove to Clover by promoting the Event through its promotional tools such as the *City Currents*, the Parks, Recreation and Senior Services Rec & Roll Brochure, the City Web Page, Channel 21, Seattle Southside Visitors Services. The City would provide Cove to Clover with City resources to hang Cove to Clover Event banners on Marina District light poles one month prior to the Event. Other City services to include public works, police, parks and recreation and marina would be provided on the day of the Event, if needed.

Cove to Clover's race entry fees and sponsorships would pay all direct Event costs with the remaining net revenues to be donated to Highline area charities such as the Highline Food Bank, Highline Schools Foundation and to the Des Moines Area Food Bank.

### **Alternatives**

Approve Draft Resolution No. 13-030.

Do not approve Draft Resolution No. 13-030.

### **Financial Impact**

Cove to Clover requests the use of the Des Moines Beach Park and Auditorium (as a rain site), valued at \$100 per hour; the use of the Des Moines Field House, valued at \$70 per hour for a total of up to \$860 (at the non-profit rate); the use of city staff to hang Event banner in the Marina District, valued at \$800 and other potential costs for City services as identified as part of the Special Event Permit process. Staff anticipates minimal additional cost impacts and the limited need for City staff support because the Event will provide its own professional race course monitoring.

In exchange for the City's participation, it will be recognized by Cove to Clover as a major Event sponsor valued at \$2,500 as identified above. Following the 2013 Cove to Clover Events, the City will evaluate the economic benefits provided by the Event and report those details to City Council.

### **Recommendation**

City Administration, the Parks, Recreation and Senior Services Director, Harbormaster, Public Works Director and Police Chief recommend that City Council approve Draft Resolution No. 13-030 for the inaugural Cove to Clover Snakezilla Half Marathon and the Pre-Event Dinner and Snake Pit.



## Attachment #1

## PARKS &amp; RECREATION'S FIRST DRAFT 2/6/2013

## DRAFT RESOLUTION NO.13-030

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON,** authorizing Cove to Clover, a 501(c)(3) non-profit corporation, ("Cove to Clover") to conduct its 2013 Snakezilla Half Marathon and its 2013 Carbo Load Dinner ("Event") at the Des Moines Beach Park, Des Moines Creek Trail, Marina, City Right of Ways and Des Moines Field House and listing conditions under which such permission is granted.

**WHEREAS,** Cove to Clover wishes to conduct its first annual Half Marathon in April 2013 at the Des Moines Beach Park, Des Moines Creek Trail and Marina, and

**WHEREAS,** Cove to Clover wishes to conduct its first annual Carbo Load Dinner in April 2013 at the Des Moines Field House, and

**WHEREAS,** Cove to Clover will solicit sponsors and charge entry fees to assist in financing the Event, and

**WHEREAS,** The Cove to Clover is a 501(c)(3) umbrella charity which distributes all proceeds to local charities, and will promote the Des Moines community and area businesses,

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

**WHEREAS,** the City of Des Moines wishes to permit the Cove to Clover Event; and, at the same time, be held harmless from any liability arising from the existence of such activity; now therefore,

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

**Sec. 1.** Permission to conduct the 2013 Cove to Clover ("Event") on April 27 and 28, 2013 is granted to the Cove to Clover, subject to the following conditions:

(1) Cove to Clover shall defend and hold the City of Des Moines harmless from any liability which may result from the conduct of the Event or its activities; and an authorized

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

official of Cove to Clover shall sign a written agreement, on behalf of Cove to Clover, that approval of this 2013 Event Resolution does not constitute a waiver of Cove to Clover's obligation to defend and hold the City of Des Moines harmless from any liability that may result from the conduct of the Event or its activities.

(2) Cove to Clover shall purchase liability insurance in the amount of two million dollars (\$2,000,000) and shall name the City of Des Moines as a named additional insured. Proof of such insurance must be delivered to the City thirty (30) days prior to the event.

(3) Cove to Clover shall comply with all federal, state, and local statutes, ordinances, and regulations.

(4) Normal fees for conduct of the event shall be waived by the City. Fees required by other governmental agencies, including the Health Department, shall be the responsibility of Cove to Clover.

(5) Cove to Clover shall be permitted to erect portable special signage as is appropriate in the thirty (30) days prior to and during the event in accordance with the Des Moines Municipal Code. Cove to Clover shall remove all such signage within two (2) days after the final day of the Event. Cove to Clover shall submit a special sign use permit for the placement of portable signs, light pole banners and over the road banners. Cove to Clover agrees to meet the conditions of the special sign use permit for such signs. Cove to Clover will also be responsible to obtain a right-of-way use permit if a road closure is determined necessary. Cove to Clover agrees to meet the conditions of the right-of-way permit, including but not limited to an approved traffic control plan.

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

Resolution No. \_\_\_\_  
Page 3 of \_\_\_\_

(a) Cove to Clover agrees to take whatever measures are necessary to prevent damage to the Des Moines Beach Park, Des Moines Creek Trail, Marina and Des Moines Field House facilities and to be responsible for any damage that may occur as a result of the Event.

(b) The hours of operation of the Event shall occur within the following times:

Saturday, April 27, 2013 5:00 p.m. to 10:00 p.m., and  
Sunday, April 28, 2013 10:00 a.m. to 1:00 p.m.  
Set-up and take-down hours shall be determined by the City Manager.

(c) A Des Moines Police Department command officer will have the authority to close the Event down at any time should it be necessary, following assessment of any security issue.

(d) Cove to Clover shall provide and pay for race course monitoring, emergency medical services, event security, parking lot attendants, signage, portable restrooms, garbage collection and removal and for any other event expenses.

(e) Cove to Clover shall use all reasonable efforts to advertise the Event as a community event.

(f) All retail sales of food and merchandise will be subject to permission of Cove to Clover.

(g) To enhance the security of the patrons of the Event, Cove to Clover shall provide the layout of the Event grounds to the City Manager or his designees for review and approval at least ninety (90) days before the date of the Event.

(h) A participant fee may be charged by Cove to Clover.

(i) Cove to Clover will acknowledge the City of Des Moines as a Cove to Clover event sponsor on its marketing materials and also provide \$2,500 level sponsorship benefits or the amount equal to the City's level of in-kind event support.

Resolution No. \_\_\_\_  
Page 4 of \_\_\_\_

(j) Cove to Clover shall provide the net proceeds from the Pre-Event Carbo Load Dinner and Snake Pit to the City of Des Moines to be used for recreation scholarships and programs for low income youth.

**Sec. 2.** The City Manager is authorized, at his discretion, to grant permission to Cove to Clover to use and occupy for the purpose of the Event, City facilities and property at the Des Moines Beach Park, Des Moines Creek Trail, Marina, City Right of Ways and Des Moines Field House.

**Sec. 3.** The City Manager is authorized, at his discretion, to grant permission to Cove to Clover to use, for the purpose of the Event, City promotional tools such as article space in the City Currents newsletter and Marina District light pole banner brackets.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this \_\_\_\_ day of \_\_\_\_\_, 2013 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

APPROVED AS TO FORM:

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

ATTEST:

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

DRAFTRES:

AGREEMENT BETWEEN THE CITY OF DES MOINES AND  
COVE TO CLOVER

***THIS AGREEMENT*** is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter "City"), a municipal corporation of the State of Washington, and COVE TO CLOVER, a 501(c)(3) non-profit corporation (hereinafter "Cove to Clover" for the 2013 Snakezilla Half Marathon and Pre-Event Carbo Load Dinner and Snake Pit.

***WHEREAS***, the City finds that the Cove to Clover Snakezilla Half Marathon and Pre-Event Carbo Load Dinner and Snake Pit enhances the quality of life for residents of the City of Des Moines, and

***WHEREAS***, the Cove to Clover, as sponsor of the Snakezilla Half Marathon and Pre-Event Carbo Load Dinner and Snake Pit, carries out all activities as a Cove to Clover function, and

***WHEREAS***, the City of Des Moines wishes to permit the Snakezilla Half Marathon and Pre-Event Carbo Load Dinner and Snake Pit activities of Cove to Clover while at the same time the City shall be held harmless from any liability arising from the Snakezilla Half Marathon, and Pre-Event Carbo Load Dinner and Snake Pit, and to have Cove to Clover sponsor the Snakezilla Half Marathon and Pre-Event Carbo Load Dinner and Snake Pit pursuant to certain terms and conditions; now therefore,

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

(1) Cove to Clover agrees as follows:

(a) Cove to Clover shall conduct the 2013 Snakezilla Half Marathon and Pre-Event Carbo Load Dinner and Snake Pit in compliance with the conditions outlined in City of Des Moines Resolution No. \_\_\_, a copy of which is attached hereto and incorporated by this reference, and will comply with all federal, state, and local statutes, ordinances, and regulations.

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

Des Moines/ Cove to Clover  
 Agreement For 2013 Snakezilla Half Marathon  
 Page 2

(c) Cove to Clover shall purchase liability insurance in the minimum amount of two million dollars (\$2,000,000) and shall name the City of Des Moines as an additional named insured. Proof of such insurance shall be delivered to the City no later than thirty (30) days prior to the Event.

(d) Cove to Clover shall be permitted to erect portable special signage, in accordance with the Des Moines Municipal Code, in the thirty (30) days prior to and during the event. Cove to Clover must remove all such signage within two (2) days after the final day of the Event. Cove to Clover will submit a special sign use permit for the placement of portable signs, light pole banners and over the road banners. Cove to Clover agrees to meet the conditions of the special sign use permit for such signs.

(e) Cove to Clover acknowledges its responsibilities for the conduct of Event activities and accepts such limitations as are contained herein, in addition to such limitations as may be imposed by the City Council or City Manager.

(f) Cove to Clover agrees to take whatever measures are necessary to prevent damage to the Des Moines Beach Park, Des Moines Creek Trail, Marina, Right of Ways and Des Moines Field House facilities and to be responsible for any damage that may occur as a result of the Event in an amount to be determined by the City of Des Moines..

(g) The date and hours of operation of the Event shall be held within the following limits:

Saturday, April 27, 2013, 5:00 p.m. to 10:00 p.m.

Sunday, April 28, 2013, 10 a.m. to 1:00 p.m.

Event set-up and take-down hours shall be determined by the City Manager or designee.

(h) A Des Moines Police Department command officer will have the authority to close the Event down at any time should it be necessary following assessment of any security issues.

(i) Cove to Clover shall use all reasonable efforts to advertise the Snakezilla Half Marathon and Pre-Event Carbo Load Dinner and Snake Pit as a community event.

(j) Retail sales of Event food and merchandise will be subject to permission of Cove to Clover.

Des Moines/ Cove to Clover  
 Agreement For 2013 Snakezilla Half Marathon  
 Page 3

(k) Cove to Clover shall be responsible to obtain a right-of-way use permit if a road closure is determined to be necessary. Cove to Clover agrees to meet the conditions of the right-of-way permit, including but not limited to an approved traffic control plan (Attachment 1).

(l) Cove to Clover shall provide and pay for race course monitoring, emergency medical services, event security, parking lot attendants, signage, portable restrooms, garbage collection and removal and for any other event expenses. Cove to Clover will take all necessary safety precautions as outlined in "Snakezilla Half Marathon Safety Plan" (Attachment 2).

(m) Cove to Clover shall provide the layout of the Event grounds to the City Manager or designees for review and approval at least ninety (90) days before the date of the Event. Any tents shall meet fire code requirements.

(n) An admission and/or participant fee may be charged by the Cove to Clover for Event activities. However, Cove to Clover will not restrict access to the observers or participants who have not paid.

(o) Cove to Clover shall acknowledge the City of Des Moines as a Cove to Clover Event sponsor on its marketing materials and also provide \$2,500 sponsorship benefits or at the amount equal to the City's level of in-kind event support.

(p) Cove to Clover shall provide the net proceeds from the Pre-Event Carbo Load Dinner and Snake Pit to the City of Des Moines to be used for recreation scholarships and programs for low income youth.

2) The City agrees as follows:

(a) Upon execution of this Agreement, the City grants permission to Cove to Clover to use and occupy, for the purpose of the Event, City facilities and property at the Des Moines Beach Park, Des Moines Creek Trail, Des Moines Marina, City Right of Ways and Des Moines Field House as stated in Section 1(g).

(b) Normal fees for conduct of this Event shall be waived by the City. Those fees required by other governmental agencies, including the Health Department, shall be the responsibility of Cove to Clover.

(c) The City authorizes Cove to Clover to utilize the official City of Des Moines logo in connection with the Event for sponsorship purposes.

Des Moines/ Cove to Clover  
 Agreement For 2013 Snakezilla Half Marathon  
 Page 4

(d) The City shall permit Cove to Clover special signage as is in compliance with the Des Moines Municipal Code in the thirty (30) days prior to and during the Event, subject to special signage removal within three (3) days after the final day of the Event.

(e) The City Manager is authorized, at his discretion, to grant permission to utilize City promotional tools such as the *City Currents*, Parks, Recreation and Senior Services Brochure, City Web Page, Channel 21 and Marina District light pole banner brackets to inform and educate the public about the Event.

(f) The City Manager is authorized to provide City assistance to Cove to Clover, which may include services by the Police, Public Works, Parks and Recreation, and Marina Departments for the purpose of Event logistics coordination, facility management, and public safety. Any Event operational costs incurred by the City due to Cove to Clover request for services will be paid to the City of Des Moines by Cove to Clover except those Event elements specifically sponsored by the City of Des Moines. Proposed City-sponsored elements include but are not limited to the Pre-Event Carbo Load Dinner at the Des Moines Field House on Saturday, April 27, 2013 and the Snakezilla Half Marathon Pre-Race Event and Race Starting Line at Des Moines Beach Park, Des Moines Creek Trail, Marina and Right of Ways.

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

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

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

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

(5) Discrimination Prohibited. Cove to Clover shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in Event activities on the basis of race, color, religion, creed, age, sex, national origin, marital status, sexual orientation or presence of any sensory, mental, or physical handicap.

Des Moines/ Cove to Clover  
Agreement For 2013 Snakezilla Half Marathon  
Page 5

(6) Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement pursuant to Section (9).

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

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

(9) Amendments/Authorization for Additional Services. This Agreement may be modified or amended and additional conditions may be authorized during the term of this Agreement upon the mutual written consent of the parties. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement in accordance with the authority granted the City Manager or City Council.

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

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

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

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

Des Moines/ Cove to Clover  
Agreement For 2013 Snakezilla Half Marathon  
Page 6

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

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

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

CITY OF DES MOINES

COVE TO CLOVER

\_\_\_\_\_  
Anthony A. Piasecki  
Its City Manager  
At the direction of the Des Moines City  
Council by Adoption of Resolution No. \_\_\_\_\_  
In an Open Public Meeting on February 14, 2013

\_\_\_\_\_  
John Nelson  
Its \_\_\_\_\_  
  
Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Tim George  
Assistant City Attorney

# AGENDA ITEM

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

SUBJECT: Transportation Gateway Project  
Right-of-Way Plan Approval:  
S. 216<sup>th</sup> Street Segment 1A (24<sup>th</sup> Ave.  
S. to 29<sup>th</sup> Ave. S.)

AGENDA OF: February 14, 2013

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: February 7, 2013

**ATTACHMENTS:**

1. Segment 1A Right-of-Way Plan
2. Segment 1A Channelization Plan
3. Adopted Right-of-Way Procedures
4. Status of Right-of-Way Acquisition
5. 2013-2018 CIP Budget Worksheet

**CLEARANCES**

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation:**

The purpose of this item is to accept and approve the right-of-way plans signed by the Public Works Director for the South 216<sup>th</sup> Street Segment 1A improvement project between 24<sup>th</sup> Avenue South and 29<sup>th</sup> Avenue South, one of three arterial corridor segments referred to collectively as the Transportation Gateway Project. The right-of-way plans are provided as Attachment 1. This action by the Council will prevent land use actions that are in conflict with the right-of-way plans, as well as prevent this right-of-way from being acquired by other government agencies for other uses.

**Suggested Motion**

“I move to accept and approve the right-of-way plans signed by the Public Works Director for the South 216<sup>th</sup> Street Segment 1A improvement project between 24<sup>th</sup> Avenue South and 29<sup>th</sup> Avenue South, (attached hereto), substantially in the form submitted and authorize the Public Works Director to make adjustments to the right-of-way plans as necessary to support engineering modifications that may be necessary, in accordance with adopted Right-of-Way Procedures.”

**Background:**

Design of Segment 1A of South 216<sup>th</sup> Street (24<sup>th</sup> Ave. S. to 29<sup>th</sup> Ave. S.) is substantially complete. The ultimate configuration of curbs and channelization are shown in Attachment 2. Segment 1B from Pacific Highway to I-5 was evaluated during the preliminary design stage, however the decision was made to defer final design of this segment due to the uncertainty around replacement of the South 216<sup>th</sup> Street I-5/SR509 overpass and future development of the area.

The design process for the Transportation Gateway Project, including public involvement, environmental reviews and surveying, enables the City to advance into the right of way approval process consistent with right of way procedures adopted by the Council on June 10, 2010 and subsequently approved by the WSDOT (Attachment 3).

On August 30, 2012, the City Council approved Contract Supplement #7 with KPG Inc. to finalize the right of way plan and to develop a project funding estimate for the right-of-way on this project segment. The final right-of-way plan has been prepared, and signed by the Public Works Director.

In 2012, the owner of the gas station on the NW corner of Pacific Highway and South 216<sup>th</sup> Street expressed interest in moving forward with negotiations with the City for the necessary right-of-way on his property. On August 30, 2012, the City Council approved Contract Supplement #8 with KPG Inc. authorizing limited right-of-way negotiations within this corridor segment, specifically for project parcel #48. Staff is preparing to move forward with the needed environmental review and appraisal process for this property.

The status of right-of-way negotiations for the property fronting Segment 1A of the South 216<sup>th</sup> Street project is illustrated in Attachment 4. Note that the properties contiguous to the 24<sup>th</sup> Avenue South and S. 216<sup>th</sup> Street Segment 2 project were previously acquired. The pending right-of-way negotiations for Project Parcel #48 is also illustrated. Negotiations on all of the other properties are currently inactive. Staff will seek Council authorization to proceed with the acquisition as funding and opportunities become available, perhaps as soon as this summer.

**Discussion:**

Finalization of the right-of-way plan provides certainty in terms of the City's intent, should development be proposed in the corridor. It enables the City to protect the right of way from becoming encumbered so that the roadway can be expanded to meet future capacity and design requirements as necessary to meet the needs of the City of Des Moines Comprehensive Transportation Plan. It also demonstrates the City's intent to protect this right-of-way for City uses as other public projects (ie Sound Transit) begin to advance.

**Financial impact:**

There are no specific financial impacts associated with the acceptance of the right-of-way plan.

The South 216<sup>th</sup> Street, Segment 1A project is included in the Transportation Capital Fund CIP (2013 to 2018). Refer to Attachment 5. Staff will seek Council authorization to proceed with further acquisition of the right-of-way as funding and opportunities become available.

While an estimate for the right-of-way acquisition cost is included in the adopted budget, in accordance with our adopted right-of-way acquisition procedures, a Project Funding Estimate (PFE) is being prepared that will allow the City to more accurately estimate the acquisition costs for each parcel. The results of the PFE will also tell us which properties will require appraisals.

**Recommendation:**

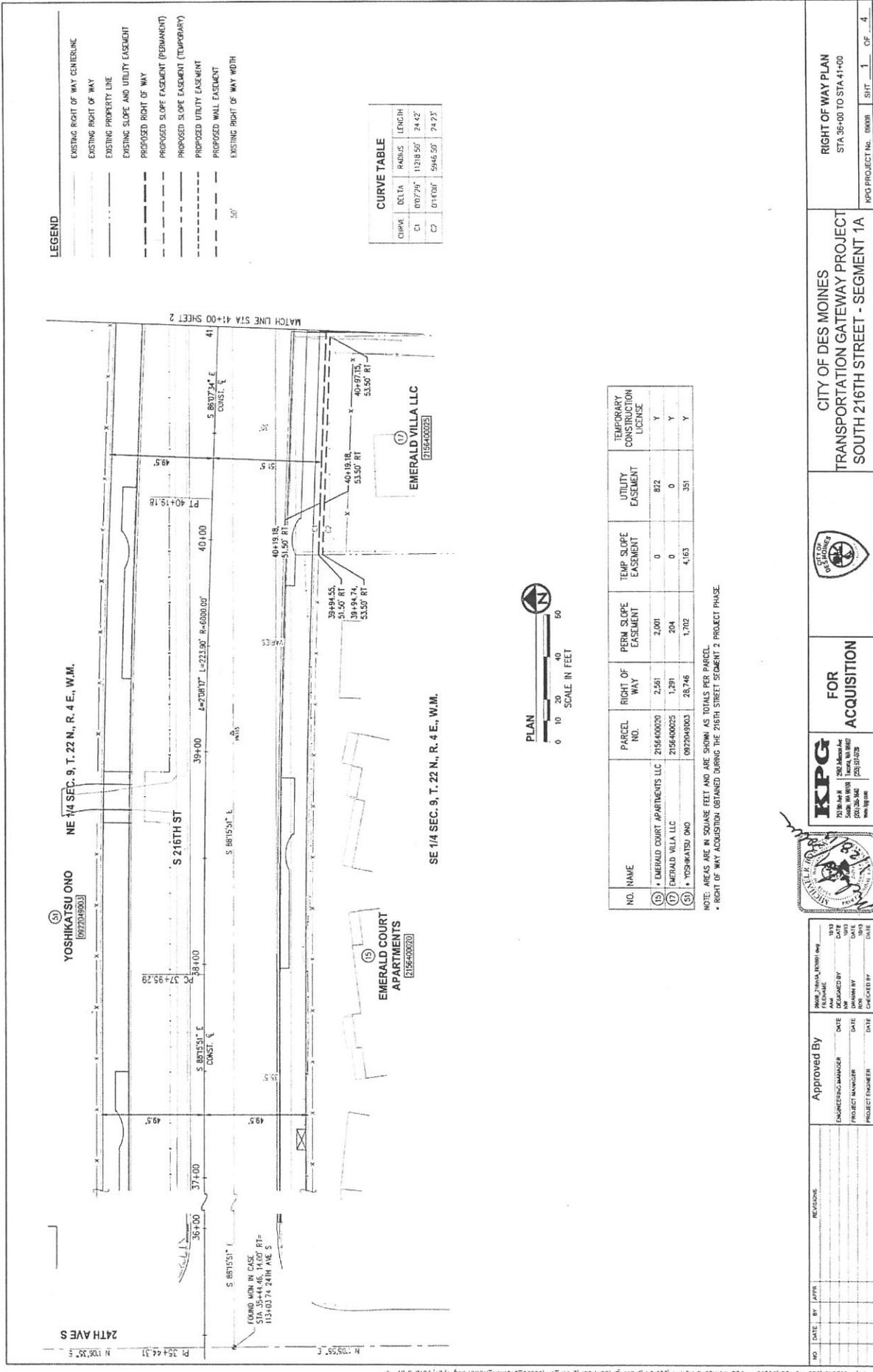
Staff recommends that the City Council approve the suggested motion.

**Concurrence**

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







**LEGEND**

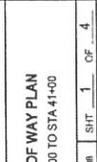
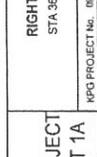
- EXISTING RIGHT OF WAY CENTERLINE
- EXISTING RIGHT OF WAY
- EXISTING PROPERTY LINE
- EXISTING SLOPE AND UTILITY EASEMENT
- PROPOSED RIGHT OF WAY
- PROPOSED SLOPE EASEMENT (PERMANENT)
- PROPOSED SLOPE EASEMENT (TEMPORARY)
- PROPOSED UTILITY EASEMENT
- PROPOSED WALL EASEMENT
- EXISTING RIGHT OF WAY WIDTH

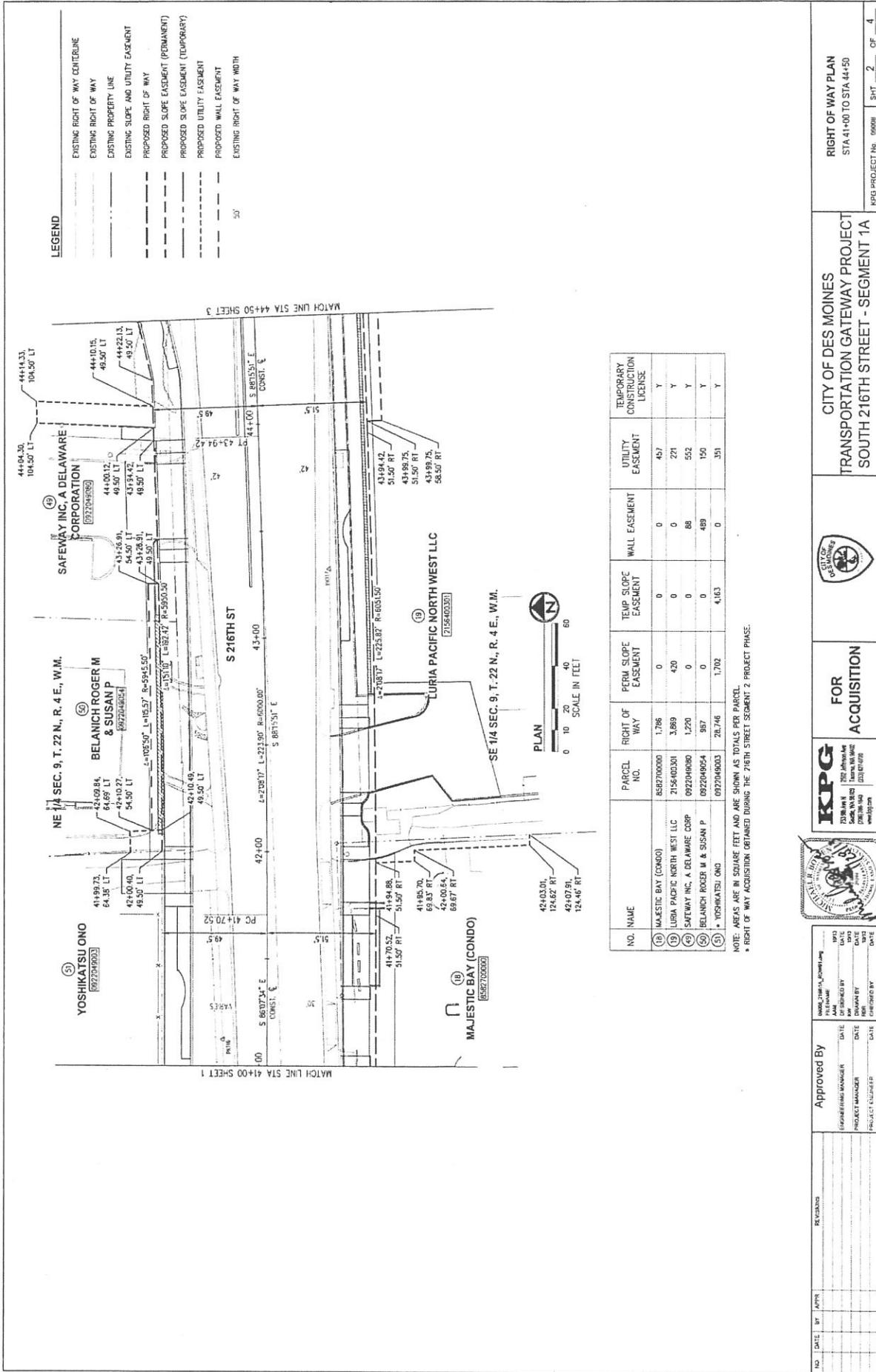
**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH
C1	007°79'	11219.50'	24.42'
C2	014°00'	59465.50'	24.23'

NO.	NAME	PARCEL NO.	RIGHT OF WAY	TEMP SLOPE EASEMENT	UTILITY EASEMENT	TEMPORARY CONSTRUCTION LICENSE
(15)	EMERALD COURT APARTMENTS LLC	2156-400020	2,261	2,001	0	0
(16)	EMERALD VILLA LLC	2156-400025	1,291	204	0	0
(51)	YOSHIKATSU ONO	0977049003	28,746	1,702	4,163	351

NOTE: AREAS ARE IN SQUARE FEET AND ARE SHOWN AS TOTALS PER PARCEL.  
 \* RIGHT OF WAY ACQUISITION OBTAINED DURING THE 216TH STREET SEGMENT 2 PROJECT PHASE.

	<b>CITY OF DES MOINES</b> TRANSPORTATION GATEWAY PROJECT SOUTH 216TH STREET - SEGMENT 1A	<b>RIGHT OF WAY PLAN</b> STA 36+00 TO STA 41+00 KPG PROJECT NO. 080008    SHEET 1 OF 4
	<b>FOR ACQUISITION</b>	
Approved By ENGINEERING MANAGER _____ DATE _____ PROJECT MANAGER _____ DATE _____ PROJECT ENGINEER _____ DATE _____	REVISIONS NO. DATE BY JAPP	



**LEGEND**

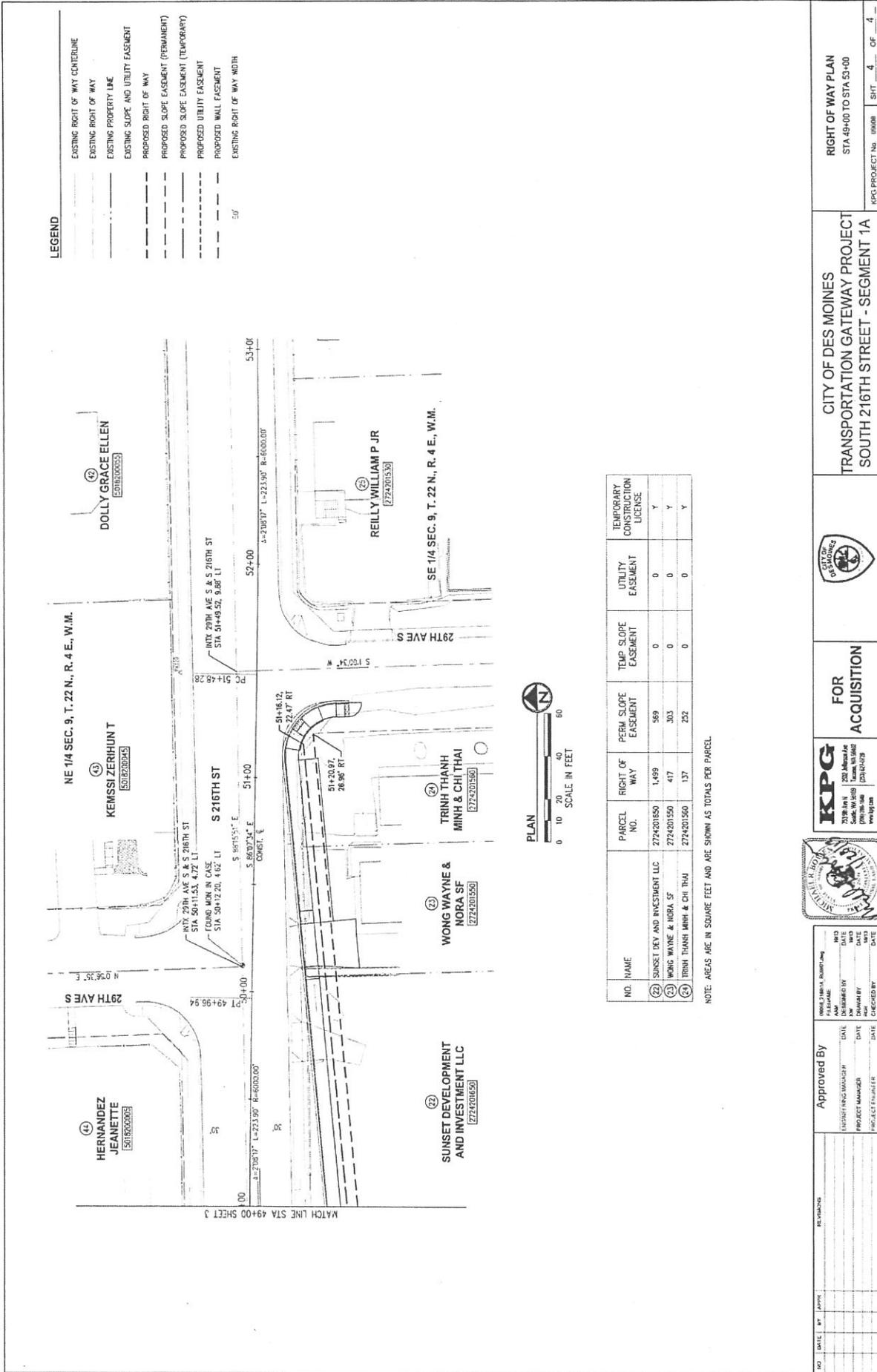
---	EXISTING RIGHT OF WAY CENTERLINE
---	EXISTING RIGHT OF WAY
---	EXISTING PROPERTY LINE
---	EXISTING SLOPE AND UTILITY EASEMENT
---	PROPOSED RIGHT OF WAY
---	PROPOSED SLOPE EASEMENT (PERMANENT)
---	PROPOSED SLOPE EASEMENT (TEMPORARY)
---	PROPOSED UTILITY EASEMENT
---	PROPOSED WALL EASEMENT
---	EXISTING RIGHT OF WAY WIDTH

NO.	NAME	PARCEL NO.	RIGHT OF WAY	PERM SLOPE EASEMENT	TEMP SLOPE EASEMENT	WALL EASEMENT	UTILITY EASEMENT	TEMPORARY CONSTRUCTION LICENSE
18	MAJESTIC BAY (CONDO)	8582700000	1,798	0	0	0	457	Y
19	LURIA PACIFIC NORTH WEST LLC	2156403301	3,889	420	0	0	221	Y
47	SAFEGWAY INC. A DELAWARE CORP	0922040090	1,220	0	0	88	552	Y
50	BELANICH ROGER M & SUSAN P	0922040054	957	0	0	489	150	Y
51	YOSHIKATSU ONO	0922040003	28,746	1,702	4,163	0	351	Y

NOTE: AREAS ARE IN SQUARE FEET AND ARE SHOWN AS TOTALS PER PARCEL  
 \* RIGHT OF WAY ACQUISITION OBTAINED DURING THE 216TH STREET SEGMENT 2 PROJECT PHASE.

<p>APPROVED BY</p> <p>PROJECT MANAGER</p> <p>DATE</p>	<p>APPROVED BY</p> <p>PROJECT MANAGER</p> <p>DATE</p>	<p>APPROVED BY</p> <p>PROJECT MANAGER</p> <p>DATE</p>	<p>APPROVED BY</p> <p>PROJECT MANAGER</p> <p>DATE</p>
<p>REVISIONS</p>			
<p>CITY OF DES MOINES                  TRANSPORTATION GATEWAY PROJECT                  SOUTH 216TH STREET - SEGMENT 1A</p>			
<p>RIGHT OF WAY PLAN                  STA 41+00 TO STA 44+50                  KPG PROJECT No. 000000 SHIT 2 OF 4</p>			







# CITY OF DES MOINES TRANSPORTATION GATEWAY PROJECT - PHASE 1A SOUTH 216TH STREET - PHASE 1A

## CITY MANAGER

Tony Piasecki

## MAYOR

Bob Sheckler

## PLANNING, BUILDING, AND PUBLIC WORKS DIRECTOR

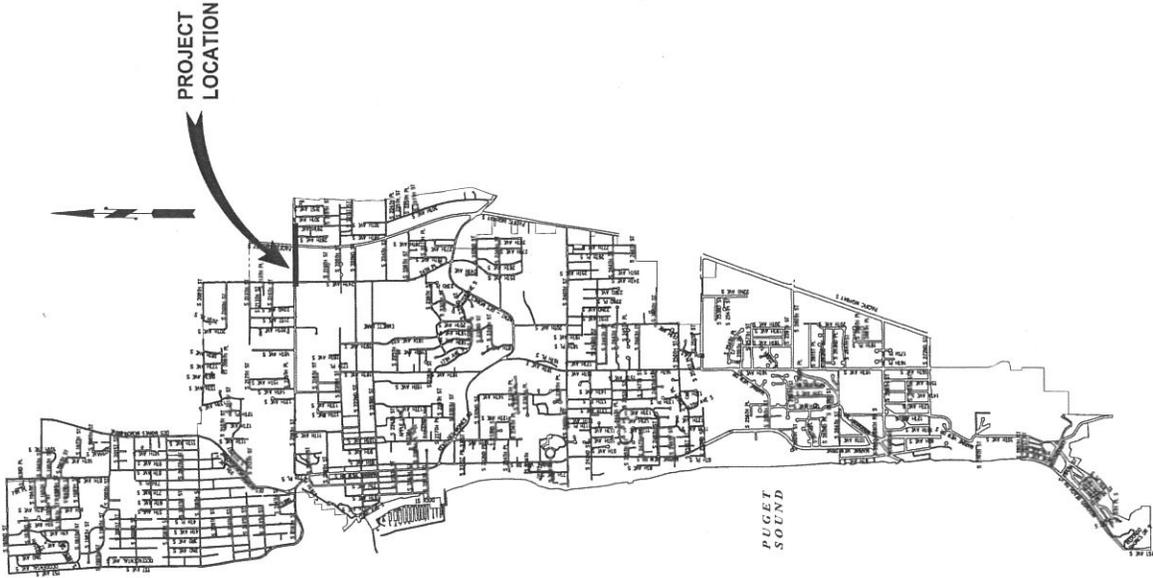
Grant Fredricks

## CITY COUNCIL

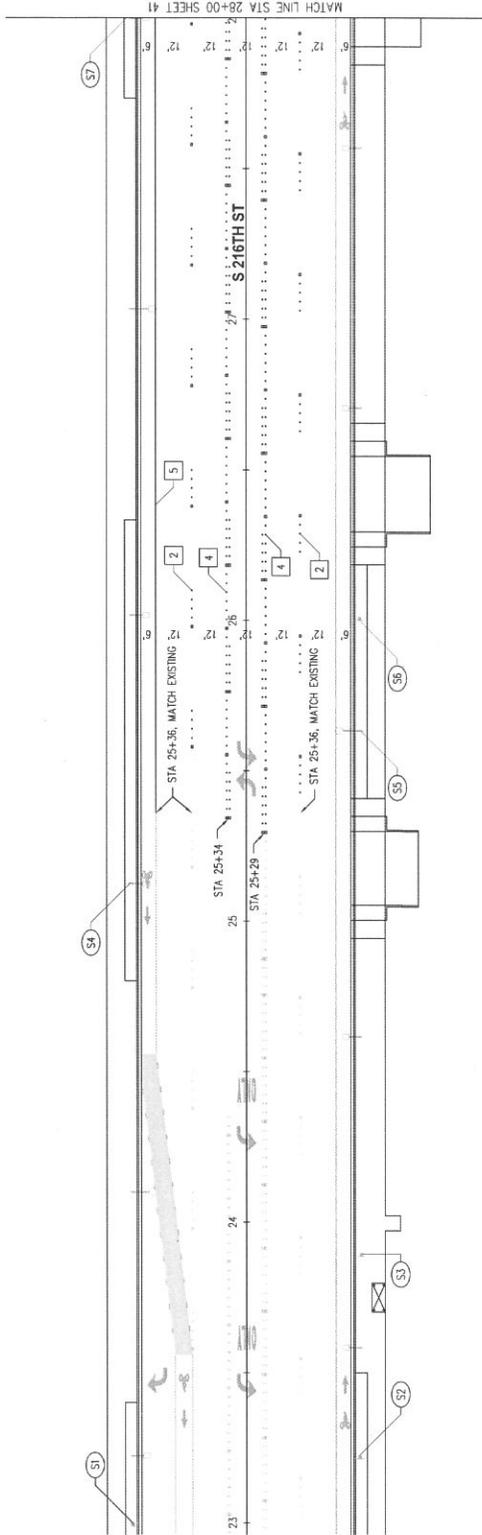
Dave Kaplan  
Melissa Musser  
Matt Ping  
Carmen Scott  
Dan Sherman  
Scott Thomasson

## SCHEDULE OF DRAWINGS

SHEET NO.	TITLE
1	COVER SHEET
2	SHEET INDEX
3	LEGEND & SURVEY DATA
4	TYPICAL SECTIONS
5 - 7	DETAILS
8 - 13	SITE PREPARATION & TESC PLANS
14 - 18	ROADWAY PLANS
19	INTERSECTION PLAN
20 - 27	ROADWAY PROFILES
28 - 36	WALL PLANS
37 - 39	DRIVEWAY PLANS & PROFILES
40 - 46	CHANNELIZATION & SIGNING PLANS
47 - 53	ILLUMINATION PLANS & DETAILS
54 - 58	SIGNALIZATION PLANS & DETAILS
59 - 64	IRRIGATION PLANS & DETAILS
65 - 70	LANDSCAPE PLANS & DETAILS
71 - 79	URBAN DESIGN PLANS & DETAILS
80 - 85	JOINT UTILITY TRENCH PLANS & DETAILS
86 - 90	RIGHT OF WAY PLANS



85%  
SUBMITTAL



**GENERAL CHANNELIZATION NOTES**

1. REMOVE ALL CONFLICTING EXISTING CHANNELIZATION.
2. ALL PAVEMENT MATERIALS SHALL CONFORM TO THE "STATE OF WASHINGTON ROAD STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION," LATEST EDITION, UNLESS OTHERWISE MODIFIED BY THE SPECIAL PROVISIONS.
3. PRESERVE AND PROTECT ALL BUSINESS SIGNS NOT IDENTIFIED FOR REMOVAL OR RELOCATION.
4. ALL RELOCATED SIGNS SHALL HAVE NEW POSTS AND POST BASES. SEE STANDARD SIGN INSTALLATION, SHEET 6.
5. METRO BUS STOP SIGNS TO BE INSTALLED AND/OR RELOCATED BY KING COUNTY METRO. COORDINATE WITH KING COUNTY METRO, LORI MATTHEWS, 208-263-3751.

**CHANNELIZATION NOTES**

- 2 LANE LINE PER DETAIL, SHEET 5.
- 4 TWO-WAY LEFT-TURN CENTER LINE PER DETAIL, SHEET 5.
- 5 4" PAINT LINE, WHITE.

SIGN SCHEDULE						
SIGN NO.	STATION	OFFSET	DESIGNATION	SIZE	REMARKS	NOTES
S1	23+00	38.0' LT	R3-5R "RIGHT TURN ONLY"		REMAIN	
S2	23+71.5	38.0' RT	R3-17 "BIKE LANE"		REMAIN	
S3	23+89	38.5' RT	R4-1 "BUS STOP"		REMAIN	
S4	25+12.5	39.5' LT	R4-4 "BEGIN RIGHT TURN LANE"		REMAIN	
S5	25+63	38.5' RT	"SENIOR CENTER"		REMAIN	
S6	26+00	38.0' RT	W3-2 "LANE ENDS MERGE LEFT"		REMOVE	
S7	28+00	39.5' LT	"DES MOINES SENIOR CENTER"		REMAIN	

NO.	DATE	BY	APPROVED

APPROVED BY		DATE	
ENGINEERING MANAGER			
PROJECT MANAGER			
PROJECT ENGINEER			

BOOK NUMBER	DATE
FILE NAME	
DESIGNED BY	
DRAWN BY	
CHECKED BY	



**KPG**  
 7030 1st St  
 Seattle, WA 98105  
 (206) 366-5668  
 www.kpg.com

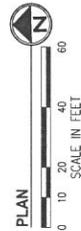
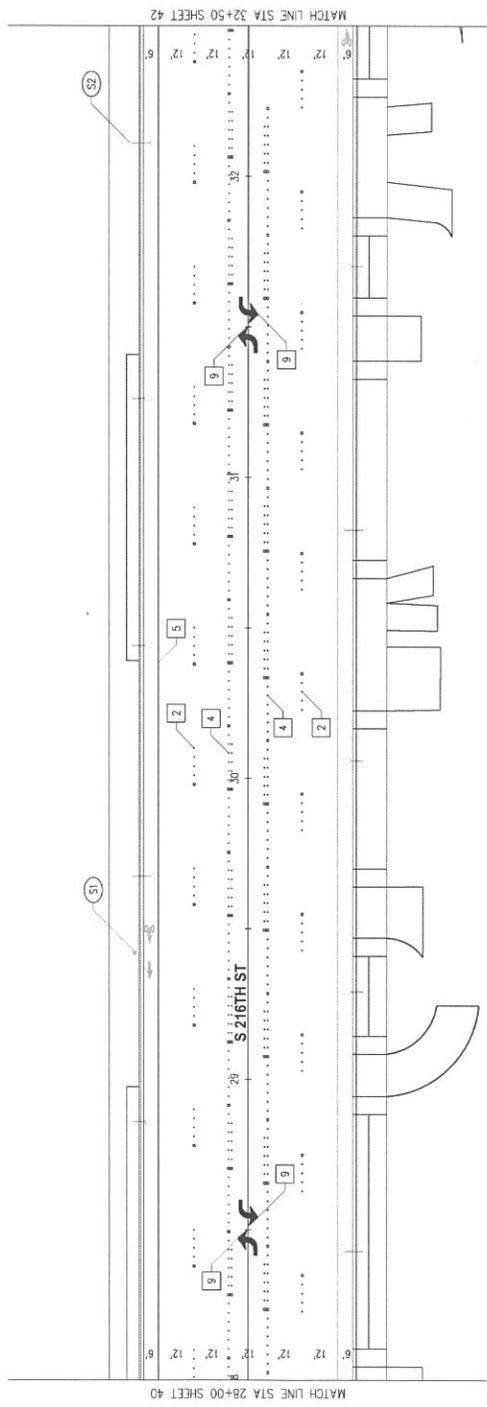
**85% SUBMITTAL**



**CITY OF DES MOINES**  
 TRANSPORTATION GATEWAY PROJECT  
 SOUTH 216TH STREET - PHASE 1A

CHANNELIZATION & SIGNING PLAN  
 STA 23+00 TO STA 28+00

KPG PROJECT No. 09008 SHT 40 OF 90



**GENERAL CHANNELIZATION NOTES**

1. REMOVE ALL CONFLICTING EXISTING CHANNELIZATION.
2. ALL PAVEMENT MATERIAL SHALL CONFORM TO THE "STATE OF WASHINGTON ROAD STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION," LATEST EDITION, UNLESS OTHERWISE MODIFIED BY THE SPECIAL PROVISIONS.
3. PREERVE AND PROTECT ALL BUSINESS SIGNS NOT IDENTIFIED FOR REMOVAL OR RELOCATION.
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5. METRO BUS STOP SIGNS TO BE INSTALLED AND/OR RELOCATED BY KING COUNTY METRO. COORDINATE WITH KING COUNTY METRO, LORI MATTHEWS, 206-263-3751.

**CHANNELIZATION NOTES**

- 2 LANE LINE PER DETAIL, SHEET 5.
- 4 TWO-WAY LEFT-TURN CENTER LINE PER DETAIL, SHEET 5.
- 5 4" PAINT LINE, WHITE.
- 9 THERMOPLASTIC TRAFFIC ARROW PER WSDOT STD PLAN M-24-40-01.

SIGN SCHEDULE				
SIGN NO.	STATION	OFFSET	DESIGNATION	NOTES
S1	28+42.5	38.0' LT	R3-17 "BIKE LANE"	REMAIN
S2	32+11	39.5' LT	R2-1 "SPEED LIMIT 35"	REMAIN

NO.	DATE	BY	APPL.	REVISIONS



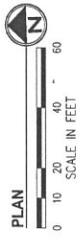
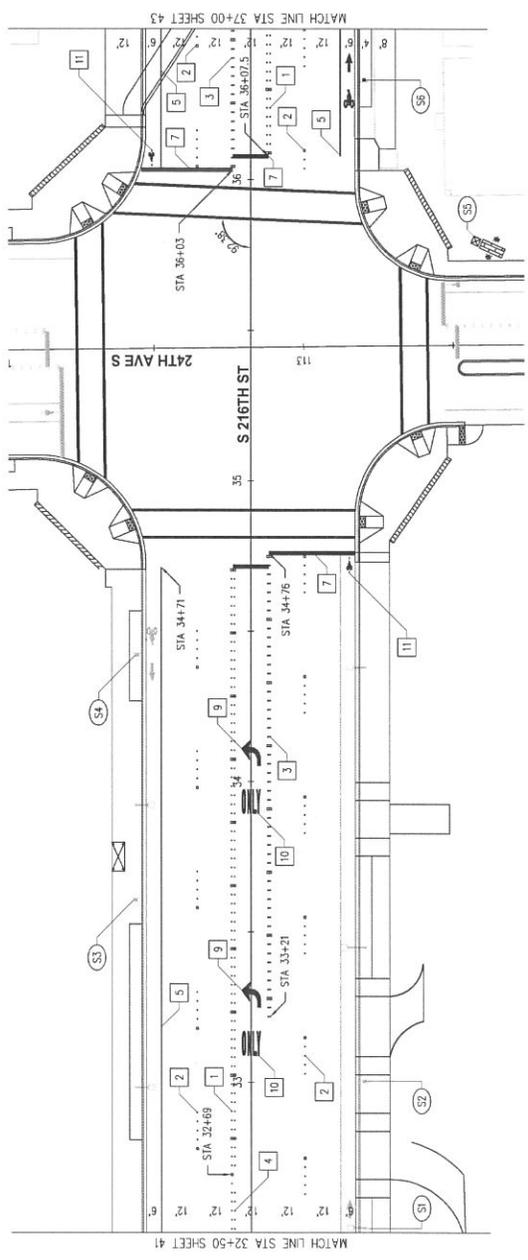
**KPG**  
 7530 4th Ave S  
 South, WA 98108  
 (206) 846-6500  
 www.kpg.com

**85% SUBMITTAL**



**CITY OF DES MOINES**  
 TRANSPORTATION GATEWAY PROJECT  
 SOUTH 216TH STREET - PHASE 1A

**CHANNELIZATION & SIGNING PLAN**  
 STA 28+00 TO STA 32+50  
 NFG PROJECT No. 09008 SHT 41 OF 90



**GENERAL CHANNELIZATION NOTES**

1. REMOVE ALL CONFLICTING EXISTING CHANNELIZATION.
2. ALL PAVEMENT MATERIAL SHALL CONFORM TO THE "STATE OF IOWA" SPECIFICATIONS FOR ROAD BRIDGE AND HIGHWAY CONSTRUCTION, LATEST EDITION, UNLESS OTHERWISE MODIFIED BY THE SPECIAL PROVISIONS.
3. PRESERVE AND PROTECT ALL BUSINESS SIGNS NOT IDENTIFIED FOR REMOVAL OR RELOCATION.
4. ALL RELOCATED SIGNS SHALL HAVE NEW POSTS AND POST BASES. SEE STANDARD SIGN INSTALLATION, SHEET 6.
5. METRO BUS STOP SIGNS TO BE INSTALLED AND/OR RELOCATED BY KING COUNTY METRO. COORDINATE WITH KING COUNTY METRO, CORP KITTREDGE, 206-263-3251.

**CHANNELIZATION NOTES**

- 1 DOUBLE YELLOW CENTER LINE PER DETAIL, SHEET 5.
- 2 LANE LINE PER DETAIL, SHEET 5.
- 3 WIDE LANE LINE PER DETAIL, SHEET 5.
- 4 TWO-WAY LEFT-TURN CENTER LINE PER DETAIL, SHEET 5.
- 5 4" PAINT LINE, WHITE.
- 7 THERMOPLASTIC STOP LINE PER DETAIL, SHEET 5.
- 9 THERMOPLASTIC TRAFFIC ARROW PER WSDOT STD PLAN M-2440-01.
- 10 THERMOPLASTIC TRAFFIC LETTER PER WSDOT STD PLAN M-6030-00.
- 11 BICYCLE LANE SYMBOL FOR LOOP DETECTION PER MUTCD FIGURE 9C-7.

SIGN NO.	STATION	OFFSET	DESIGNATION	SIZE	REMARKS	NOTES
S1	32+52	38.5' RT	R3-17 "BIKE LANE"		REMAIN	
S2	33+00	38.0' RT	"MT RAMBER POOL"		REMAIN	
S3	33+61	38.5' LT	BUS STOP		REMAIN	
S4	34+42.5	38.0' LT	R3-17 "BIKE LANE"		REMAIN	
S5	112+36.5	32.0' RT	FEDERAL COURT APARTMENT HOMES*		REMAIN	
S6	36+32.5	38.0' RT	R3-17 "BIKE LANE"	24" X 30"	NEW	

APPROVED BY	DATE
ENGINEERING MANAGER	DATE
PROJECT MANAGER	DATE
CHECKED BY	DATE

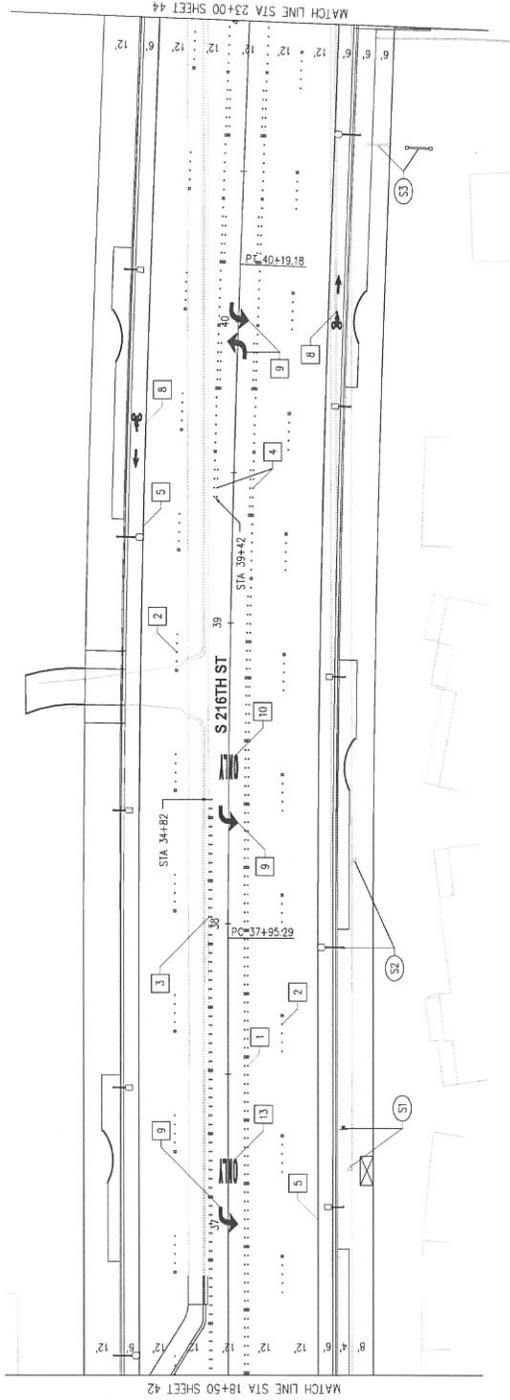
**KPG**  
 7539 NW 18th Ave  
 2000 Lincoln Ave  
 (206) 266-5468  
 (253) 627-0220  
 www.kpg.com

**85% SUBMITTAL**



**CITY OF DES MOINES  
 TRANSPORTATION GATEWAY PROJECT  
 SOUTH 216TH STREET - PHASE 1A**

**CHANNELIZATION & SIGNING PLAN**  
 STA 32+50 TO STA 37+00  
 NPG PROJECT No. 090808 | SHEET 42 OF 90



**GENERAL CHANNELIZATION NOTES**

1. REMOVE ALL CONFLICTING EXISTING CHANNELIZATION.
2. ALL CHANNELIZATION MATERIAL SHALL CONFORM TO THE "STATE OF WASHINGTON ROAD STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION," LATEST EDITION, UNLESS OTHERWISE MODIFIED BY THE SPECIAL PROVISIONS.
3. PRESERVE AND PROTECT ALL BUSINESS SIGNS NOT IDENTIFIED FOR REMOVAL OR RELOCATION.
4. ALL RELOCATED SIGNS SHALL HAVE NEW POSTS AND POST BASES. SEE STANDARD SIGN INSTALLATION, SHEET 6.
5. METRO BUS STOP SIGNS TO BE INSTALLED AND/OR RELOCATED BY KING COUNTY METRO. COORDINATE WITH KING COUNTY METRO, URBAN KITREDISE, 206-283-3751.

**CHANNELIZATION NOTES**

- 1 DOUBLE YELLOW CENTER LINE PER DETAIL SHEET 5.
- 2 LANE LINE PER DETAIL SHEET 5.
- 3 WIDE LANE LINE PER DETAIL SHEET 5.
- 4 TWO-WAY LEFT-TURN CENTER LINE PER DETAIL SHEET 5.
- 5 4" PAINT LINE, WHITE.
- 6 BICYCLE LANE SYMBOL PER WSDOT STD. PLAN M-9-50-01.
- 7 THERMOPLASTIC TRAFFIC ARROW PER WSDOT STD. PLAN M-24-40-01.
- 8 THERMOPLASTIC TRAFFIC LETTER PER WSDOT STD. PLAN M-80-30-01.

SIGN SCHEDULE				
SIGN NO.	STATION	OFFSET	DESIGNATION	NOTES
S1	37+32	38.5' RT	BUS STOP	RELOCATE
S2	37+92	38.5' RT	R2-1 "SPEED LIMIT 35"	RELOCATE
S3	40+60	58.0' RT	"MAJESTIC BAY TOWNHOMES"	RELOCATE

NO.	DATE	BY	APPR.

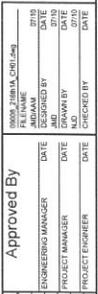
REVISIONS	DATE	BY	APPR.

APPROVED BY	DATE
ENGINEERING MANAGER	
PROJECT MANAGER	
PROJECT ENGINEER	

FILE NAME	DATE

DESIGNED BY	DATE

PROJECT NO.	DATE



**85% SUBMITTAL**

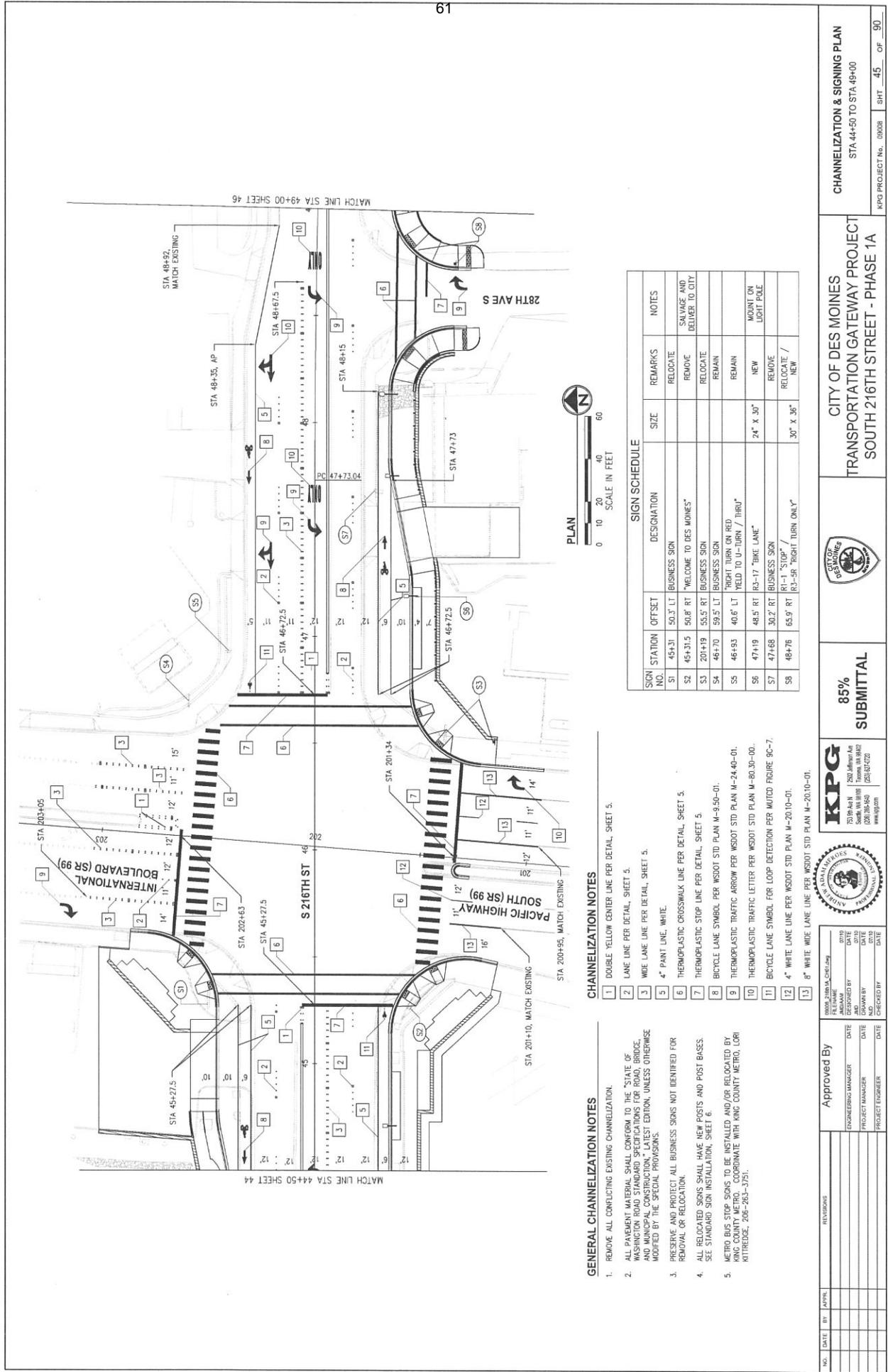
**KPG**  
750 4th St N  
Spokane, WA 99201  
(509) 325-1618  
www.kpg.com

**CITY OF DES MOINES**  
TRANSPORTATION GATEWAY PROJECT  
SOUTH 216TH STREET - PHASE 1A

**CHANNELIZATION & SIGNING PLAN**  
STA 18+50 TO STA 23+00

KPG PROJECT NO. 09008    SHEET 43 OF 90





**GENERAL CHANNELIZATION NOTES**

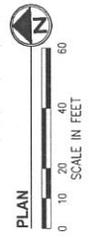
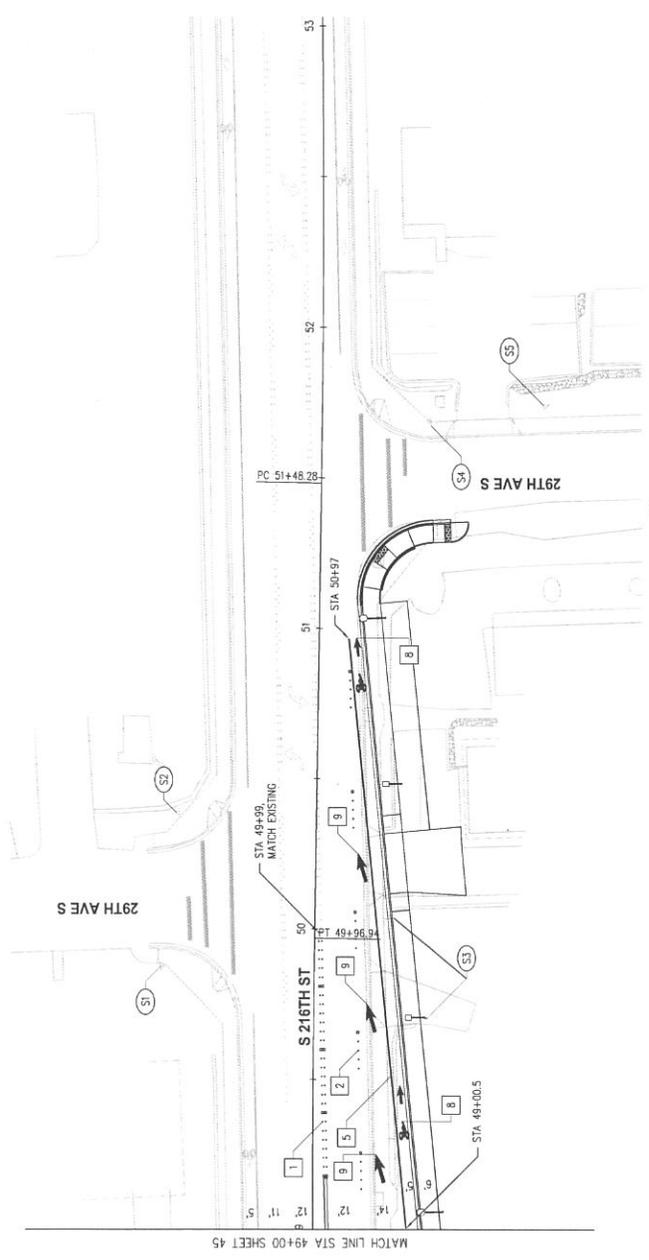
1. REMOVE ALL CONFLICTING EXISTING CHANNELIZATION.
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5. METRO BUS STOP SIGNS TO BE INSTALLED AND/OR RELOCATED BY KING COUNTY METRO. COORDINATE WITH KING COUNTY METRO, CORP KITTREDGE, 208-863-3751.

**CHANNELIZATION NOTES**

1. DOUBLE YELLOW CENTER LINE PER DETAIL, SHEET 5.
2. LANE LINE PER DETAIL, SHEET 5.
3. WIDE LANE LINE PER DETAIL, SHEET 5.
4. PAINT LINE, WHITE.
5. THERMOPLASTIC CROSSWALK LINE PER DETAIL, SHEET 5.
6. THERMOPLASTIC STOP LINE PER DETAIL, SHEET 5.
7. BICYCLE LANE SYMBOL PER WSDOT STD PLAN M-9-50-01.
8. THERMOPLASTIC TRAFFIC LETTER PER WSDOT STD PLAN M-24-40-01.
9. THERMOPLASTIC TRAFFIC LETTER PER WSDOT STD PLAN M-80-30-00.
10. BICYCLE LANE SYMBOL FOR LOOP DETECTION PER MUTCD FIGURE 9C-7.
11. 4" WHITE WIDE LANE LINE PER WSDOT STD PLAN M-20-10-01.
12. 8" WHITE WIDE LANE LINE PER WSDOT STD PLAN M-20-10-01.

SIGN NO.	STATION	OFFSET	DESIGNATION	SIZE	REMARKS	NOTES
S1	45+31	50.3' LT	BUSINESS SIGN		RELOCATE	SALVAGE AND DELIVER TO CITY
S2	46+31.5	50.8' RT	"WELCOME TO DES MOINES"		RELOCATE	
S3	201+19	55.9' RT	BUSINESS SIGN		RELOCATE	
S4	46+70	59.5' LT	BUSINESS SIGN		RELOCATE	
S5	46+93	40.6' LT	"RIGHT TURN ON RED FIELD TO U-TURN / IRRU"		RELOCATE	
S6	47+19	48.5' RT	"BURN LANE"	24" X 30"	RELOCATE / NEW	MONITOR ON LIGHT POLE
S7	47+68	30.2' RT	BUSINESS SIGN		RELOCATE / NEW	
S8	48+76	65.9' RT	"13' X 10' / 13' X 9' / 13' X 8' RIGHT TURN ONLY"	30" X 96"	RELOCATE / NEW	

	<p><b>CITY OF DES MOINES</b> TRANSPORTATION GATEWAY PROJECT SOUTH 216TH STREET - PHASE 1A</p>	<p><b>CHANNELIZATION &amp; SIGNING PLAN</b> STA 44+50 TO STA 49+00</p>
<p><b>85% SUBMITTAL</b></p>	<p><b>KPG</b> 705 Oak St N South West 1000 (202) 706-8600 www.kpg.com</p>	<p>KPG PROJECT No. 09008 SHT 45 OF 90</p>
<p>APPROVED BY: _____ DATE: _____</p>	<p>ENGINEERING MANAGER: _____ DATE: _____</p> <p>PROJECT MANAGER: _____ DATE: _____</p> <p>PROJECT ENGINEER: _____ DATE: _____</p>	<p>NO. DATE BY APPR. DATE</p> <p>REVISIONS</p>



**CHANNELIZATION NOTES**

- 1 DOUBLE YELLOW CENTER LINE PER DETAIL SHEET 5.
- 2 LANE LINE PER DETAIL SHEET 5.
- 3 4" PAINT LINE, WHITE.
- 4 BICYCLE LANE SYMBOL PER WSDOT STD PLAN M-9.50-01.
- 5 THERMOPLASTIC TRAFFIC ARROW PER WSDOT STD PLAN M-24.40-01.

**GENERAL CHANNELIZATION NOTES**

1. REMOVE ALL CONFLICTING EXISTING CHANNELIZATION.
2. ALL PAVEMENT MATERIAL SHALL CONFORM TO THE "STATE OF WASHINGTON ROAD STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION," LATEST EDITION, UNLESS OTHERWISE MODIFIED BY THE SPECIAL PROVISIONS.
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5. METRO BUS STOP SIGNS TO BE INSTALLED AND/OR RELOCATED BY KING COUNTY METRO. COORDINATE WITH KING COUNTY METRO, LORR KITTREDGE, 206-263-3751.

SIGN SCHEDULE						
SIGN NO.	STATION	OFFSET	DESIGNATION	SIZE	REMARKS	NOTES
S1	49+87	51.5' LT	R1-1 "STOP" / STREET SIGN		REMAIN	
S2	50+38	46.0' LT	W4-1 "DEAD END" / STREET SIGN		REMAIN	
S3	49+71	37.0' RT	R2-1 "SPEED LIMIT 35"		RELOCATE	
S4	51+69	36.2' RT	R1-1 "STOP"		REMAIN	
S5	51+74	74.5' RT	R7-1 "NO PARKING ANY TIME"		REMAIN	

	<p><b>CITY OF DES MOINES</b> TRANSPORTATION GATEWAY PROJECT SOUTH 216TH STREET - PHASE 1A</p>	<p><b>85% SUBMITTAL</b></p>	<p><b>KPG</b> 753 9th Ave N South, WA 98108 (206) 386-1949 www.kpg.com</p>
<p>CHANNELIZATION &amp; SIGNING PLAN STA 49+00 TO STA 53+00</p>		<p>KPG PROJECT No. 09008    SH1 - 46 - OF 90</p>	



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

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

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

July 8, 2010

Mr. Grant L. Fredricks  
Director-Planning, Building and Public Works  
City of Des Moines  
21650 11<sup>th</sup> Avenue South  
Des Moines, Washington 98198-6317

JUL 13 2010

LR/GF  
orig  
cy: DB (LM)  
SR. LR

**City of Des Moines  
Right of Way Procedures**

Dear Mr. Fredricks:

Recently, the WSDOT Headquarters, Real Estate Services Division, reviewed your agency's submittal of right of way procedures. Upon their review, the City of Des Moines right of way procedures are approved with the following requirements:

1. The city is approved to acquire with supervision from the region local agency coordinator. At a minimum the coordinator must review all parcel files prior to first offers being made to the property owner.
2. All appraisals, appraisal reviews, acquisitions and any relocation must be contracted for with qualified agencies or consultants and any relocation consultant must be monitored by the coordinator.

In addition the city is approved to use the FHWA approved waiver process of \$25,000.00 or less, including cost to cure items. If you have any questions regarding the provisions, please contact Tom Boyd, Northwest Region LA Coordinator, at (206) 440-4205, or Galen Wright, Real Estate Services, Olympia, at (360)705-7308.

Sincerely,

Ruth McIntyre  
Standards and Procedures Engineer  
Highways & Local Programs Division

RWM:ac  
Enclosure

cc: Galen Wright, Real Estate Services, MS 47338  
Ed Conyers, Northwest Region Local Programs, MS NB82-121 w/enclosure  
Tom Boyd, Northwest Region, MS NB82-118 w/enclosure

Attachment 3

## City of Des Moines Right-of-Way Procedures

AGENCY: City of Des Moines, WA

The **City of Des Moines** ("AGENCY"), desiring to acquire Real Property in accordance with the state Uniform Relocation Assistance and Real Property Acquisition Act (Ch. 8.26 RCW) and state regulations (Ch. 468-100 WAC) and applicable federal regulations, hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The **Planning, Building, and Public Works Department** ("Department") of the AGENCY is responsible for the real property acquisition and relocation activities on projects administered by the AGENCY. To fulfill the above requirements the "Department" will acquire right of-way in accordance with the policies set forth in the Washington State Department of Transportation Right of Way Manual and Local Agency Guidelines manual (M 36-63). The AGENCY has the following expertise and personnel capabilities to accomplish these functions:

1. Include the following as they relate to the AGENCY's request.
  - a. List the functions below for which the agency has qualified staff and the responsible position. Attach a list of the individuals on the AGENCY staff who currently fill those positions and a brief summary of their qualifications. This list will need to be updated whenever staffing changes occur. An AGENCY will be approved to acquire based upon staff qualifications.
    - (1) PROGRAM ADMINISTRATION  
Agency Position: Planning, Building and Public Works Director
    - (2) APPRAISAL  
Agency Position: Qualified Consultant
    - (3) APPRAISAL REVIEW  
Agency Position: Qualified Consultant
    - (4) ACQUISITION  
Agency Position: Qualified Consultant
    - (5) RELOCATION  
Agency Position: Qualified Consultant

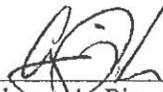
**SUBJECT TO REQUIREMENTS LISTED IN  
RIGHT OF WAY PROCEDURES APPROVAL LETTER**

(6) PROPERTY MANAGEMENT

Agency Positions: Finance Director  
Planning, Building and Public Works Director  
City Attorney

- b. Any functions for which the Agency does not have staff will be contracted for with WSDOT, another local agency with approved procedures or an outside contractor. An AGENCY that proposes to use outside contractors for any of the above functions will need to work closely with the WSDOT Local Agency Coordinator and Highways and Local Programs to ensure all requirements are met. When the AGENCY proposes to have a staff person negotiate who is not experienced in negotiation for FHWA funded projects the Coordinator must be given a reasonable opportunity to review all offers and supporting data before they are presented to the property owners.
  - c. An AGENCY wishing to take advantage of an Appraisal Waiver process on properties valued up to \$25,000 or less should make their proposed waiver process a part of these procedures. The process outlined in LAG manual Appendix 25.146 has already been approved. The AGENCY may submit a process different than that shown and it will be reviewed and approved if it provides sufficient information to determine value.
  - d. Attach a copy of the Agency's administrative settlement policy showing the approving authority(s) and the process involved in making administrative settlements.
2. All projects shall be available for review by the FHWA and the state at any time and all project documents shall be retained and available for inspection during the plan development, right-of-way and construction stages and for a three year period following acceptance of the projects by WSDOT.
3. Approval of the AGENCY's procedures by WSDOT may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

CITY OF DES MOINES

Approved By:   
Anthony A. Piasecki, City Manager  
Date 6/14/10

At the direction of the Des Moines  
City Council taken at an open public  
meeting on 6-10-10

WASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION

Approved By:   
Real Estate Services  
Date 6/30/10

### WAIVER OF APPRAISAL

The City of Des Moines desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation as follows:

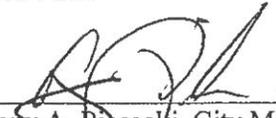
Rules

- A. The City of Des Moines may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the PFE (Project Funding Estimate) is \$25,000.00 or less including cost-to cure items.
- B. The Agency must make the property owner(s) aware that an appraisal has not been done on the property and that one will be completed if they desire.
- C. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An Administrative Offer Summary (AOS) is prepared using data from the PFE.
- B. The AOS is submitted to the City Engineer for approval.
- C. The Planning, Building, and Public Works Director signs the AOS authorizing a first offer to the property owner(s).

APPROVED:

  
 \_\_\_\_\_  
 Anthony A. Piasecki, City Manager  
 City of Des Moines

6/14/10  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Real Estate Services  
 Washington State Department  
 of Transportation

6/30/10  
 \_\_\_\_\_  
 Date

At the direction of the Des Moines City Council taken at an open public meeting on 6-10-10.

## ADMINISTRATIVE SETTLEMENT PROCEDURES

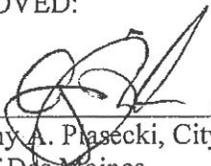
The City of Des Moines, Washington, shall to the greatest extent possible, expeditiously negotiate all fair market value offers for the acquisition of real property. However, the City recognizes the fact that differences of fair market value may occur with the property owner. These differences typically exceed the fair market value offered by the City. In such cases an Administrative Settlement may be necessary where, the City will continue to negotiate considering all information supporting just compensation in excess of fair market offers.

The City's negotiator will continue to work with the City staff and property owners towards a mutual and reasonable agreement of just compensation. All reasonable counter offers by the property owner are submitted to the City Engineer for review. If in agreement, the City Engineer will coordinate, with the assigned negotiator and other City staff, a letter of support towards an Administrative Settlement. Considerations in the letter may include, but not limited to, all available pertinent appraisals, range of testimony in a condemnation trial, construction schedules, prior court awards, trial costs (legal counsel) and the public interest.

The City Engineer will then forward and review the letter of support with the Planning, Building, and Public Works Director. At that time, the Planning, Building, and Public Works Director may accept, deny or request further review from the City Attorney's Office or other City staff.

Once the Administrative Settlement is accepted by the Planning, Building, and Public Works Director, the matter is then forwarded and presented in a form of a motion to the City Council for approval.

APPROVED:

  
 \_\_\_\_\_  
 Anthony A. Plasecki, City Manager  
 City of Des Moines

  
 \_\_\_\_\_  
 Real Estate Services  
 Washington State Department of  
 Transportation

6/14/10  
 \_\_\_\_\_  
 Date

6/30/10  
 \_\_\_\_\_  
 Date

At the direction of the Des Moines  
 City Council taken at an open public  
 meeting on 6-10-10.

## AGENCY STAFF POSITIONS & QUALIFICATIONS

City of Des Moines staff will be responsible for the Program Administration and Property Management functions. The following positions and individuals are identified below. Position descriptions and qualifications are available.

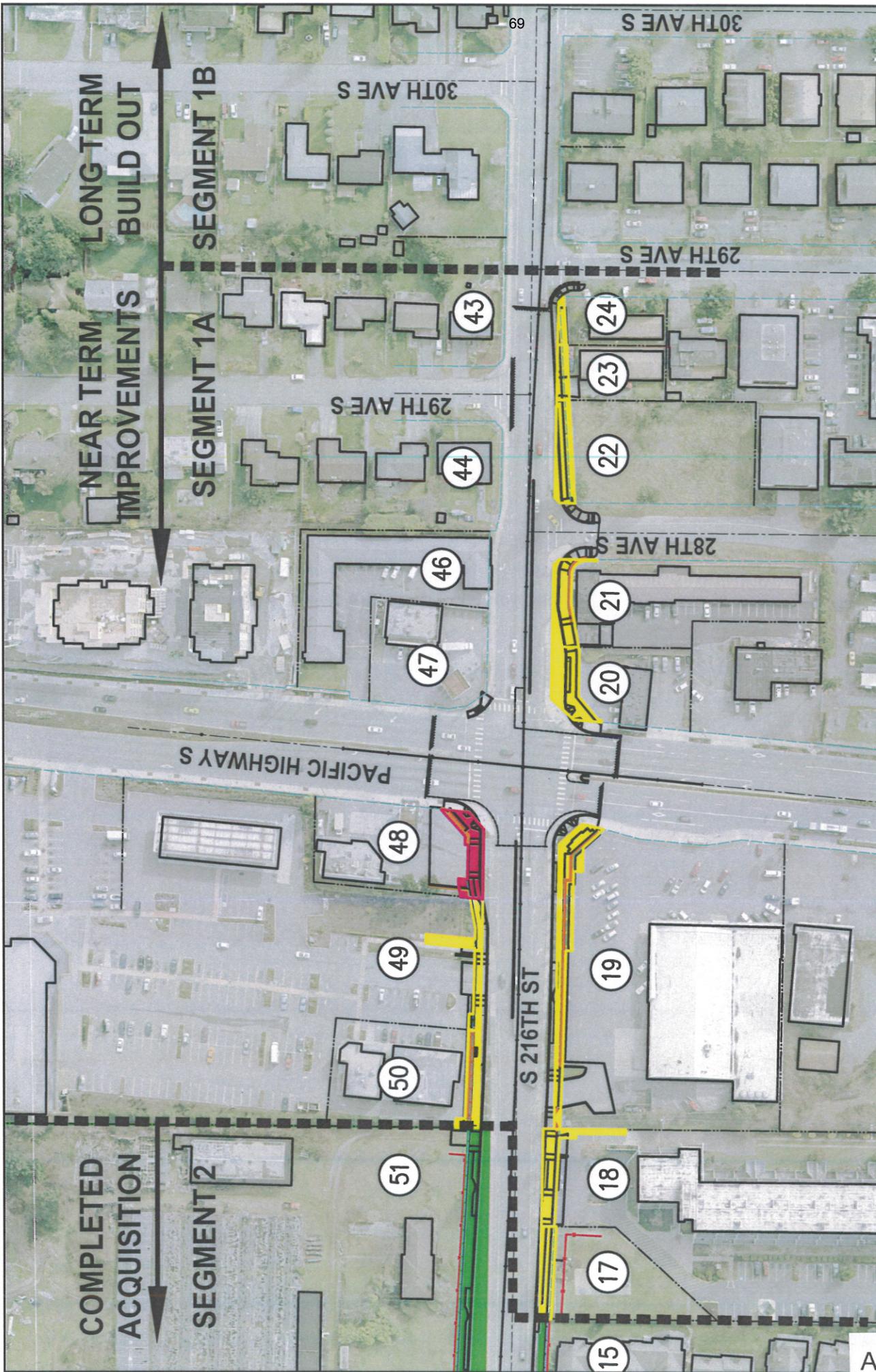
**Planning, Building and Public Works Director:** Grant Fredricks, PE

**Assistant Director -- Transportation Engineering:** Daniel J. Brewer, PE

**Assistant Director -- Surface Water Management and Utilities:** Loren Reinhold, PE

**Finance Director:** Paula Henderson

**City Attorney:** Pat Bosmans



- NOTES:
- ROW ACQUISITION COMPLETE
  - ROW ACQUISITION PENDING
  - ROW ACQUISITION INACTIVE

CITY OF DES MOINES  
 TRANSPORTATION GATEWAY PROJECT  
 SOUTH 216TH STREET - SEGMENT 1A  
 ROW & EASEMENT ACQUISITION  
 FEBRUARY 2013







**2013 - 2018 CAPITAL IMPROVEMENT PLAN  
Transportation CIP Fund**

**CAPITAL IMPROVEMENT PLAN  
REQUEST FORM**

<b>CATEGORY</b>	Transportation	<b>PROJECT NO.</b>	319,332
<b>PROGRAM</b>	Des Moines Transportation Gateway	<b>Project Type:</b>	Capacity
<b>PROJECT</b>	South 216th Street Improvement - Segment 1-A (29th to 24th)	<b>Council Goals met:</b>	1, 2, 3
		<b>Council Objectives met:</b>	
		<b>Project Status</b>	Adopted

**LOCATION** S. 216th St - 29th Avenue to 24th Avenue South including the Pacific Highway South Intersection

**DESCRIPTION:** Widen roadway to 5 lanes with a continuous left turn lane, bicycle lanes, sidewalks planter strips and U-turn pockets at Pacific Highway S. Formerly S. 216th St, Segment 1 (I-5 to 24th Avenue S), this project is the first of two stages.

**EXPENDITURE SCHEDULE**

COST ELEMENTS	TOTAL*	FY 09 Act	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ 269,703	\$ 16,235	\$ 17,939	\$ 10,529	\$ 10,000	\$ 25,471	\$ 10,000	\$ 20,000	\$ 20,000	\$ 35,000	\$ 80,000	\$ 50,000
CIP PROJ MANAGEMENT	50,000						5,000	5,000	5,000	5,000	20,000	15,000
DESIGN / ENGINEERING	794,965	296,604	190,890	138,354	25,000	109,117	84,117	15,000	15,000	15,000	15,000	
LAND	1,700,000							200,000	400,000	600,000	500,000	
ROW SERVICES	510,000						90,000	90,000	180,000	150,000		
IMPROVEMENTS	3,924,530											1,571,530
INSPECTION	490,972										282,360	208,612
CONTINGENCY	610,000					25,000	10,000	30,000	30,000	60,000	310,000	170,000
Utility Undergrounding	127,400											127,400
Highline Water District	39,500										39,500	
OTHER	-											
<b>TOTAL</b>	<b>\$ 8,517,070</b>	<b>\$ 312,839</b>	<b>\$ 208,829</b>	<b>\$ 148,883</b>	<b>\$ 35,000</b>	<b>\$ 159,588</b>	<b>\$ 104,117</b>	<b>\$ 360,000</b>	<b>\$ 560,000</b>	<b>\$ 895,000</b>	<b>\$ 3,749,860</b>	<b>\$ 2,142,542</b>

FUNDING SOURCES	TOTAL*	FY 09 Act	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
PWTF Loan (confirmed)	\$ 325,000	\$ 243,750	\$ 67,500	\$ 13,750								
Federal STP (Unconfirmed)	2,500,000							100,000	100,000	175,000	1,500,000	1,000,000
Federal Grant (Unconfirmed)	800,000							5,000	25,000	30,000	225,000	200,000
TRAFFIC IMPACT FEES	120,000							230,000	430,000	660,000	30,000	30,000
IN-LIEU FEES (unconfirmed) 1/4	2,104,116										700,000	84,116
TIB (Unconfirmed)	2,000,000										1,200,000	800,000
Highline Water District	39,500										39,500	
2008 Bond Proceeds	-		13,750	(13,750)								
Transportation CIP Fund	628,454	69,089	127,579	148,883	35,000	159,588	104,117	25,000	5,000	30,000	55,360	28,426
<b>TOTAL</b>	<b>\$ 8,517,070</b>	<b>\$ 312,839</b>	<b>\$ 208,829</b>	<b>\$ 148,883</b>	<b>\$ 35,000</b>	<b>\$ 159,588</b>	<b>\$ 104,117</b>	<b>\$ 360,000</b>	<b>\$ 560,000</b>	<b>\$ 895,000</b>	<b>\$ 3,749,860</b>	<b>\$ 2,142,542</b>

\*Includes FY 12 Amd

