

AGENDA

REGULAR MEETING
DES MOINES CITY COUNCIL
21630 11th Avenue South, Des Moines, City Council Chambers

June 6, 2013 - 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER’S REPORT

ADMINISTRATION REPORT

Page 1 Item 1: TECHNOLOGY PRODUCTIVITY ENHANCEMENTS
BRIEFING

CONSENT CALENDAR

Page 9 Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes of the May 23, 2013
Regular Council Meeting.

Page 15 Item 2: SETTING PUBLIC HEARING DATES FOR DRAFT
ORDINANCE 13-086, PACIFIC RIDGE ZONE, AND 13-108
PARKING CODE
Motion is to adopt Draft Resolution No. 13-086 setting a
public hearing on July 11, 2013 to consider Draft Ordinance
13-086 amending DMMC 18.31, Pacific Ridge Zone.
AND
Motion is to adopt Draft Resolution No. 13-108 setting a
public hearing on July 11, 2013 to consider Draft Ordinance
No. 13-108, amending DMMC 18.44, Loading Areas and Off-
Street Parking.

- Page 71 Item 3: INTERLOCAL AGREEMENT WITH HIGHLINE WATER DISTRICT FOR THE 24TH AVENUE SOUTH IMPROVEMENT PROJECT (S 216TH STREET TO S 208TH STREET)
Motion is to approve the Interlocal Agreement between the City of Des Moines and Highline Water District regarding improvements for the 24th Avenue South Improvement Project (S 216th Street to S 208th Street) in the estimated amount of \$580,175.00, and further to authorize the City Manager to sign the Agreement, substantially in the form as submitted.
- Page 87 Item 4: REQUEST TO SET DATE FOR PUBLIC HEARING FOR VACATION OF PUBLIC RIGHT-OF-WAY WITHIN CITY OF DES MOINES KNOWN AS 15TH AVENUE S AND ALLEY EAST THEREOF BETWEEN S 222ND STREET AND S 223RD STREET
Motion is to adopt Draft Resolution No. 12-086 setting a public hearing on July 11, 2013, for a street vacation request relating to public right of way within the City of Des Moines.
- Page 93 Item 5: RESOLUTION SUPPORTING THE STATE'S 2013 TRANSPORTATION INVESTMENT PACKAGE
Motion is to approve Draft Resolution 13-126 expressing the City's support for the State's 2013 Transportation Investment Package.
- Page 117 Item 6: JOINT UTILITY TRENCH AGREEMENT WITH CENTURY LINK FOR THE 24TH AVENUE SOUTH IMPROVEMENT PROJECT (S 216TH STREET TO S 208TH STREET)
Motion is to approve the attached Joint Trench Utility Agreement with Century Link for the utility undergrounding improvements of the 24th Avenue South Project (S 216th Street to S 208th Street), including reimbursing the City up to \$39,877, and further authorize the City Manager to sign the Agreement, substantially in the form as submitted.

NEW BUSINESS

- Page 143 Item 1: APRIL 6, 2013 BUDGET RETREAT FOLLOW UP
 Staff Presentation City Manager Tony Piasecki

NEXT MEETING DATE

June 27, 2013 Regular City Council Meeting

ADJOURNMENT

City Council
Technology Briefing
June 6, 2013

Measuring a technology projects success.

- Does it increase staff productivity?
- Does it have a positive effect on the budget, by decreasing spending or increasing revenue?
- Does it enhance our citizens/customers interaction with the city?

iCompass

Public Records Request Tracking System

Consolidated numerous departmental applications into single city-wide system.

- Easier for staff to ensure that request deadlines are met.
- Single system gives management a “big picture” view of the number of records requests and staff time spent fulfilling them.
- Lessens city’s exposure to litigation due to missed deadlines.

AV CaptureAll

Council Video Internet streaming system

- Enables Internet live streaming of council meetings.
- Video is linked to agenda, allowing for quicker access to desired time frame.
- Reduced post-processing time for posting videos on city website.

PermitTrax

Building, Planning & Engineering Permit System

- Online residential permits for customer convenience.
- Ability to post all permit information online, reducing time spent fulfilling permit related public records requests.
- Introduced workflow into the permit process enabling staff to better track a permits progress.
- Web-based application has reduced IT support needs.
- Reduced annual maintenance costs by \$5,000.

SECTOR

Statewide Electronic Collision & Ticket Online Records

- Reduced time needed to issue a ticket by 50%.
- Has increased number of tickets written.
- Reduced wait time for ticket means less time for customer to sit and become “agitated”.

Currently 9 cars outfitted with SECTOR equipment.
Remainder of fleet should have it by July 1.

City Website

- Easy to use content management system has allowed IT to begin decentralizing content updating , freeing up resources for other projects.
- Citizens Request form
- Additional website features can be added simply by activating a module.
- “Software as a Service” platform ensures that website will always be using the latest web technologies.

Future Technology Projects

Council Laptops & Digital Packets

- Reduced paper & copier costs
- Reduced staff time preparing packet
- Save estimated \$5,000/yr in labor, supplies, and equipment costs preparing paper packets.

Document Management System

- Reduce storage costs
- Reduce staff time spent looking for documents

MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue South, Des Moines**

May 23, 2013 - 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:02 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Sheckler.

ROLL CALL

Council present: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage, Bob Sheckler, and Carmen Scott.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Community Development Manager Denise Lathrop; Police Chief George Delgado; Assistant Director of Utilities & Environmental Engineering Loren Reinhold; City Clerk Bonnie Wilkins.

COMMENTS FROM THE PUBLIC

Tony Hettler, 22506 Marine View Drive South, Destination Des Moines; Updated Council on summer events.

Ralph Thomas, Recreation Coordinator; Thanked Council for their continued support of the Human Services Committee.

Rikki Marohl, 22807 17th Avenue S; Farmer's Market's opening day is June 1st, 10:00 a.m.

Brian Snure, 27425 8th Avenue S, Des Moines Rotary Club; Thanked the City for their support of the Des Moines Rotary Club and briefed council on the upcoming Poverty Bay Brews & Blues Festival, to be held August 24, 2013.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Scott:

- Memorial Day Weekend, Hillgrove Cemetery, S 200th & 16th Avenue S; open Friday through Monday 9:00 a.m. to dusk
- Announced that due to medical reasons will not be running for re-election this fall

Councilmember Sheckler:

- No report

Councilmember Burrage:

- May 21; South County Transportation Board
 - Comprehensive Transportation Package
 - Washington State Transportation Commission Survey
 - Support for Tolls

Mayor Pro Tem Pina:

- Highline Times/Des Moines News Article
 - Responded to a letter that was written to the paper on how the “City could “let” QFC leave”
- Copper River Salmon at Wally’s Restaurant – it was great!

Councilmember Musser:

- Municipal Facilities Committee Meeting
 - Beach Park Capital Funding Project
 - Sculpture Installation & Dedication Project
 - Arts Commission has a Facebook page on each sculpture
 - Opening celebration at Marina on June 1st at 1:00 p.m.; walking maps will be available
 - Thanked City Staff and Arts Commission for all their efforts and hard work
 - Policy Naming of Public Facilities
 - Marina Development RFQ Update
 - Information Meeting, RFQ Deadline May 31, 2:00 p.m.
 - Municipal Facilities Committee to bring the RFQ’s back to Council

Mayor ProTem Pina asked Parks, Recreation & Senior Services Director, Patrice Thorell, to explain the Arts Commission Sculpture Project. She explained that the art is on loan to the City for one year, and is for sale by the Artist.

Councilmember Nutting:

- North Hill Elementary School’s Annual Carnival, June 7th from 6:00-9:00 p.m.
Vendors include:
 - Fire Department
 - Police Department
 - Oh Fudge!
- Highline Public School Superintendent announced that half day Kindergarten will no longer be offered. It will all be full day Kindergarten and will be a non-tuition based program (free)

PRESIDING OFFICER’S REPORT

- Arts Commission
 - Sculpture Project
 - Donations for bases for sculptures
 - Concerts in the Park
 - Shakespeare
 - Live Arts/Media Arts
- Rumors
 - QFC
 - Land West of Post Office
 - No Wal Mart
 - It is the 509 Right-Of-Way, Surface Water Drainage Improvements
 - Don’t take rumors at face value, please ask City Staff and/or Council regarding rumors you may hear

- Facts
 - Artemis Hotel-progress on hotel
 - Roadway improvements to support Des Moines Creek Business Park
 - Port of Seattle
 - Development of entire 89 acres not just a portion
- Des Moines Farmer's Market
 - Thanked Rikki Marohl, Wayne Corey and entire Market Board for all their efforts in making it a success

ADMINISTRATION REPORTS

UPDATE ON MARINA

- Harbormaster Joe Dusenbury gave a brief power point presentation on Marina Operations.

CONSENT CALENDAR

- Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes of the May 2 and 9, 2013 Regular Council Meetings.
- Item 2: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and transfers included in the attached list and further described as follows:
Claim checks: \$740,100.81
Total certified Wire Transfers, Voids & A/P vouchers: \$739,996.78
- Item 3: CONSTRUCTION AGREEMENT WITH PSE FOR UTILITY UNDERGROUNDING ON THE 24TH AVENUE SOUTH IMPROVEMENT PROJECT (S 216TH STREET TO S 208TH STREET)
Motion is to approve the Schedule 74 Project Construction Agreement with Puget Sound Energy for Underground Conversion on the 24th Avenue South Improvement Project (S 216th Street to S 208th Street), and further authorize the City Manager to sign the Agreement, substantially in the form as submitted.
- Item 4: JOINT UTILITY TRENCH AGREEMENT WITH COMCAST FOR THE 24TH AVENUE SOUTH IMPROVEMENTS (S. 216TH STREET TO S. 208TH STREET)
Motion is to approve the attached joint trench Utility Agreement with Comcast for the utility undergrounding improvements of the 24th Avenue South Improvement Project (S. 216th Street to S 208th Street), and further authorize the City Manager to sign the Agreement, substantially in the form as submitted.
- Item 5: HEALTHPOINT RIGHT-OF-WAY DEDICATION
Motion is to accept the deed of the land dedication from HealthPoint which is at the southwest corner of Pacific Highway South and South 263rd Street, and authorize the City Manager to sign the deed substantially in the form as attached.

3. RESTORATION OF FROZEN ADMINISTRATIVE SERGEANT POSITION
Staff Presentation Police Chief George Delgado

Direction/Action

Motion made by Councilmember Musser to authorize the restoration of the currently frozen Administrative Sergeant position which will allow the Chief of Police to immediately fill this position through internal promotion and to freeze a vacated police officer position for the remainder of the 2013 budget; seconded by Mayor Pro Tem Pina.

The motion passed 7-0

AND

Motion made by Councilmember Musser to direct the Finance Director to make the proportionate budget adjustment within the budget divisions of the police department to provide funding for the Administrative Sergeant position; seconded by Mayor Pro Tem Pina.

The motion passed 7-0

At 8:17 p.m. Council took a 15 minute break and resumed the regular Council meeting at 8:31 p.m.

2. SURFACE WATER MANAGEMENT RATE STRUCTURE STUDY BRIEFING
Staff Presentation Assistant Director of Utilities & Environmental
Engineering Loren Reinhold

Direction/Action

Motion made by Councilmember Sheckler to direct staff to prepare an ordinance for adjusting the Surface Water Management Utility rate structure as recommended by Financial Consulting Solutions Group; seconded by Councilmember Musser.

Councilmember Burrage moved to amend the main motion to direct staff to prepare an ordinance for adjusting the Surface Water Management Utility rate structure as recommended by Financial Consulting Solutions Group, except that private streets that are exempted from fees in a similar manner as public streets, and private streets will receive the same services as public streets. The amended motion died for a lack of a second.

Councilmember Scott offered a friendly amendment to amend the proposed amendment to direct staff to prepare an ordinance for adjusting the Surface Water Management Utility rate structure as recommended by Financial Consulting Solutions Group, except that private streets, that are non-limited access roads and streets built to what was required for approval of the plat, are exempted from fees in a similar manner as public streets, and private streets will receive the same services as public streets; acceptable to the maker of the amended motion.

The amendment passed 4-3

For: Councilmembers Nutting, Musser, Burrage and Scott

Against: Mayor Kaplan, Mayor Pro Tem Pina and Councilmember Sheckler
The main motion passed 7-0

NEXT MEETING DATE

June 6, 2013 Regular City Council Meeting

ADJOURNMENT

Motion made by Councilmember Sheckler to adjourn; seconded by Mayor Pro Tem Pina.
The motion passed 7-0

The meeting was adjourned at 9:30 p.m.

Respectfully submitted,

Bonnie Wilkins
City Clerk

The City Council continues to support the redevelopment of the Pacific Ridge Neighborhood as a high density, commercially viable mixed use neighborhood, transforming Pacific Ridge into a new urban community that takes advantage of its geographic location, local and regional transportation linkages, stable soils, and view potential. The transformation of Pacific Ridge will include replacement of lower-scale, existing buildings with taller structures that will dramatically enhance the appearance, character, economy, and safety of the area.

Many Pacific Ridge properties are not improved to the extent presently allowed by the City of Des Moines Comprehensive Plan and the Zoning Code and are unlikely to be redeveloped in the near future without changes to the City's development regulations. It has been over thirteen years since the City's development regulations for the Pacific Ridge Neighborhood were established, and there has been very little successful commercial development and no new residential development.

Comprehensive Plan Policy 11-03-05 and Policy 11-03-07 seeks to promote redevelopment of Pacific Ridge properties to attract new or expanded businesses and commercial development to Pacific Ridge and encourages affordable homeownership within Pacific Ridge, but the marketplace does not now nor is it expected in the foreseeable future to make this economically feasible.

Strategy 2-04-08 of the Land Use Element of the Comprehensive Plan states that the City should "encourage improvement of the Pacific Ridge Neighborhood by working with the business community and other representative organizations to achieve the goals of the City of Des Moines Comprehensive Plan". To implement this Policy, the Des Moines City Council has been asking help from the development and design community and Pacific Ridge property owners since 2000, commissioning studies, and holding multiple stakeholder forums, meetings and tours. Those development professionals and property owners have encouraged the City to expand the permitted uses, increase building heights, reduce or remove dimensional standards, relax use percentages, reduce parking requirements and restrictions, relax building placement requirements, and modify other restrictive language, allowing the marketplace to decide how best to achieve the City's broad development goals.

Discussion

Current development regulations in the commercial and residential zones appear to be unduly burdensome and restrictive, making it uneconomically feasible for property owners to redevelop their properties under current and projected future market conditions according to these stakeholders. Accepting this representation, the City Council directed City staff to prepare an ordinance for its consideration which creates more flexible development regulations for Pacific Ridge.

Staff and the City Council Finance and Economic Development Committee have been researching and working on these development regulation changes for the past six months and believe these goals can be achieved with changes implemented by these Draft Ordinances in conjunction with the Pacific Ridge Design Guidelines; more land assemblage (lot consolidation) so that larger-scale development proposals can be considered; fewer restrictions on land uses such as commercial parking lots, automobile sales, car washes, drive-through facilities and other automobile oriented uses that capitalize on the 33,000 cars per day which use Pacific Highway South, and acceptance that the highest and best uses in this area should be more auto-friendly and capitalize on the proximity to Seattle-Tacoma International Airport.

Staff and the Committee also agree the proposed Parking Code changes will make the Code more clear, ensure better citizen understanding and support more effective enforcement of parking-related nuisance codes in residential neighborhoods and on improved rights-of-way City-wide.

The proposed textual code amendments are consistent with the range of impacts studied under the SEPA Planned Action Environmental Impact Statement, the Pacific Ridge Neighborhood Improvement Plan and the Comprehensive Plan.

The Planning, Building & Public Works Director acting as the SEPA responsible official will review these proposed non-project actions and determine that the proposed textual code amendments are within the scope of the existing environmental documents and fulfill the SEPA requirements established by chapter 197-11 WAC and chapter 165.04 DMMC pursuant to WAC 197-11-600 and DMMC 16.04.108.

Pursuant to DMMC 18.56.080, amendments of the Zoning Code (Title 18 DMMC) are legislative (Type VI) land use decisions, and pursuant to DMMC 18.56.200 amendments to the Zoning Code (Title 18 DMMC) require the City Council to conduct a public hearing to receive public comment regarding these proposals. DMMC 18.60.120(3) requires that the date of the public hearing to consider amendments to Title 18 DMMC be set by motion of the City Council.

The textual code amendments proposed in these Draft Ordinances were provided to the Department of Commerce as required by RCW 36.70A.106. The Finance and Economic Development Committee completed its final review of Draft Ordinance 13-086, Pacific Ridge Zone, on May 28th and will continue to work with staff on finalizing Draft Ordinance 13-108 during June in sufficient time for the proposed July 11th Public Hearing set by Draft Resolution No. 13-108.

Because of the extensive changes to Chapter 18.31 DMMC, Draft Ordinance 13-086, Pacific Ridge Zone, repeals the entire chapter and replaces it with the proposed text. To help facilitate Council's review, the Council packet for the July 11th public hearing will include as an attachment a version of Chapter 18.31 with track changes to identify proposed changes and also show where no changes to the Code are recommended and the existing Code is simply re-codified.

Alternatives

The City Council may:

1. Adopt the proposed Draft Resolutions.
2. Adopt the Draft Resolutions with different hearing dates for one or both of the Draft Ordinances.
3. Decline to adopt one or both Draft Resolutions.

Financial Impact

Amended development regulations will help the City grow and commercially develop.

Recommendation or Conclusion

Staff recommends that the City Council adopt Draft Resolutions No. 13- 086 and 13-108 as written or amend the Resolutions to establish different hearing dates.

CITY ATTORNEY'S FIRST DRAFT 05/23/2013

DRAFT RESOLUTION NO. 13-086.3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider Draft Ordinance No. 13-086 that adopts a new zoning map, repeals and replaces chapter 18.31 DMMC as "*Pacific Ridge Zone*", and amends DMMC 14.12.010 14.12.060, 18.41.315, 18.42.310, and 18.80.010.

WHEREAS, the City Council supports reducing overly restrictive development regulations to facilitate the redevelopment of the Pacific Ridge Neighborhood as a high density, commercially viable mixed use neighborhood, and

WHEREAS, a public hearing is necessary to receive public comment regarding amendments to Title 18 DMMC, and

WHEREAS, a public hearing is required for adoption of an ordinance which amends a portion of the Title 18 DMMC commonly referred to as the Zoning Code; now therefore,

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

The matter of amendments to chapters 18.31, 18.41, 18.442, and 18.80 DMMC, is set for a public hearing before the City Council on Thursday, July 11, 2013, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, Suite B, Des Moines, Washington.

ADOPTED BY the City Council of the City of Des Moines, Washington this 6th day of June, 2013 and signed in authentication thereof this ____ day of June, 2013.

M A Y O R

APPROVED AS TO FORM:

Resolution No. ____
Page 2 of ____

City Attorney

ATTEST:

City Clerk

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CITY ATTORNEY'S FIRST DRAFT 05/23/2013

DRAFT RESOLUTION NO. 13-108.3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider Draft Ordinance No. 13-108 relating to the *Parking Code* that amends DMMC 18.44.040, .060, and .097, and .110 DMMC.

WHEREAS, the City Council supports reducing overly restrictive development regulations to facilitate the redevelopment of the Pacific Ridge Neighborhood as a high density, commercially viable mixed use neighborhood, and

WHEREAS, the City Council supports more effective enforcement of nuisance codes including parking of vehicles on landscaped areas, removal of junk vehicles, parking of oversized recreational and commercial vehicles in residential neighborhoods and on improved rights of way, and

WHEREAS, the City Council is considering amending chapter 18.44 DMMC relating to the *Parking Code*, and

WHEREAS, a public hearing is necessary to receive public comment regarding amendments to Title 18 DMMC, and

WHEREAS, a public hearing is required for adoption of an ordinance which amends portions of Title 18 DMMC commonly referred to as the *Parking Code*; now therefore,

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

The matter of amendments to chapter 18.44 DMMC, *Parking Code*, is set for a public hearing before the City Council on Thursday, July 11, 2013, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, Suite B, Des Moines, Washington.

ADOPTED BY the City Council of the City of Des Moines, Washington this 6th day of June, 2013 and signed in authentication thereof this ____ day of June, 2013.

Resolution No. ____
Page 2 of ____

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

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CITY ATTORNEY'S FIRST DRAFT 05/14/2013

DRAFT ORDINANCE NO. 13-086.6

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to land use and development regulations for the Pacific Ridge area, adopting a new zoning map, repealing chapter 18.31 DMMC and all underlying ordinances, replacing chapter 18.31 DMMC as "*Pacific Ridge Zone*" as provided in this Ordinance, and amending DMMC 14.12.010, 14.12.060, 18.41.315, 18.42.310, and 18.80.010.

WHEREAS, the City Council supports the redevelopment of the Pacific Ridge Neighborhood as a high density, commercially viable mixed use neighborhood, and

WHEREAS, the goal of the Pacific Ridge Element, Chapter 11, of the City of Des Moines Comprehensive Plan intends to transform Pacific Ridge into a new urban community that takes advantage of its geographic location, local and regional transportation linkages, stable soils, and view potential. The transformation of Pacific Ridge will include replacement of lower-scale, existing buildings with new, taller structures that will dramatically enhance the appearance, character, economy, and safety of the area, and

WHEREAS, many Pacific Ridge properties are not improved to the extent presently allowed by the City of Des Moines Comprehensive Plan and the Zoning Code and are unlikely to be redeveloped in the near future without changes to the City's development regulations, and

WHEREAS, it has been over thirteen years since the City's development regulations for the Pacific Ridge Neighborhood were established, and there has been very little successful commercial development and no new residential development, and

WHEREAS, Comprehensive Plan Policy 11-03-01, does not allow residential uses north of South 216th Street, encourages retail and employment uses for commercial properties south of South 216th Street, allows dwellings over street-level commercial uses (mixed use) in this area, allows multifamily development (with minor and incidental commercial uses) on properties south

Ordinance No. _____
 Page 2 of 31

of South 216th Street that do not front upon Pacific Highway South, and allows for limited townhouse development east of 30th Avenue with Council approval, and

WHEREAS, Policy 11-03-02 encourages developers to take advantage of increased building heights in this neighborhood to enhance land value, promote redevelopment, expand view opportunities, and to accommodate household growth targets specified by the Countywide Planning Policies for King County, and

WHEREAS, Policy 11-03-05 encourages affordable homeownership within Pacific Ridge, but the marketplace does not now nor is it expected in the foreseeable future to make this economically feasible, and

WHEREAS, Policy 11-03-07 seeks to promote redevelopment of Pacific Ridge properties to attract new or expanded businesses and commercial development to Pacific Ridge, and

WHEREAS, Strategy 2-04-08 of the Land Use Element of the Comprehensive Plan states that the City should "encourage improvement of the Pacific Ridge Neighborhood by working with the business community and other representative organizations to achieve the goals of the City of Des Moines Comprehensive Plan", and

WHEREAS, to implement this Policy, the Des Moines City Council has been reaching out to the development and design community and Pacific Ridge property owners since 2000 commissioning studies, and holding multiple stakeholder forums, meetings and tours, and

WHEREAS, those development professionals and property owners have encouraged the City to expand the permitted uses, increase building heights, reduce or remove dimensional standards, relax use percentages, reduce parking requirements and restrictions, relax building placement requirements, and modify other restrictive language, allowing the marketplace to decide how best to achieve the City's broad development goals, and

Ordinance No. _____
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WHEREAS, current development regulations in the commercial and residential zones appear to be unduly burdensome and restrictive, making it uneconomically feasible for property owners to redevelop their properties under current and projected future market conditions, and

WHEREAS, the City Council directed City staff to prepare an ordinance for its considerations which creates more flexible development regulations for Pacific Ridge, and

WHEREAS, the City believes these goals can be achieved with changes implemented by this Draft Ordinance in conjunction with the Pacific Ridge Design Guidelines, and enhanced personal safety and decreased property crimes through the City's development regulation, including use of Crime Prevention Through Environmental Design (CPTED) guidelines or regulations, as envisioned by Policies 11-03-14 and 11-03-15, and

WHEREAS, these changes will encourage land assemblage (lot consolidation) so that larger-scale development proposals can be considered as envisioned by Strategy 11-04-02, and

WHEREAS, some parts of Strategy 11-04-03 which do not allow or restrict the establishment of new land uses such as commercial parking lots, automobile sales, car washes, drive-through facilities and other automobile oriented uses fail to fully capitalize on the 33,000 cars per day which use Pacific Highway South, nor acknowledge that in many cases, the highest and best uses in this area should be more auto-friendly and capitalize on the proximity to Seattle-Tacoma International Airport, and

WHEREAS, the City adopted a SEPA Planned Action for the Pacific Ridge Neighborhood pursuant to Ordinance No. 1298 based on the adopted *Pacific Ridge Neighborhood Improvement Plan* and Comprehensive Plan, and

WHEREAS, the proposed textual code amendment is consistent with the range of impacts studied under the SEPA Planned Action Environmental Impact Statement, the Pacific Ridge Neighborhood Improvement Plan and the Comprehensive Plan, and

Ordinance No. _____
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WHEREAS, the Planning, Building and Public Works Director acting as the SEPA responsible official reviewed this proposed non-project action and determined that the proposed textual code amendments are within the scope of the existing environmental documents and fulfilled the SEPA requirements established by chapter 197-11 WAC and chapter 165.04 DMMC pursuant to WAC 197-11-600 and DMMC 16.04.108, and

WHEREAS, pursuant to DMMC 18.56.080 amendment of the Zoning Code (Title 18 DMMC) is a legislative (Type VI) land use decision, and

WHEREAS, pursuant to DMMC 18.56.200 amendments to the Zoning Code (Title 18 DMMC) require the City Council to conduct a public hearing to receive public comment regarding this proposal, and

WHEREAS, DMMC 18.60.120(3) requires that the date of the public hearing to consider amendments to Title 18 DMMC be set by motion of the City Council, and

WHEREAS, the City Council set the date for the public hearing by Resolution No. 13-086, fixing the public hearing for July 11, 2013, and

WHEREAS, the textual code amendments proposed in this Draft Ordinance were provided to the Department of Commerce as required by RCW 36.70A.106, and

WHEREAS, notice of the public hearing was issued on _____ in accordance with the DMMC, and

WHEREAS, a public hearing was held on _____ and all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the amendments contained in this Draft Ordinance are appropriate and necessary; now therefore,

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

Ordinance No. _____
Page 5 of 31

Sec. 1. DMMC 18.80.010 and section 1 of Ordinance No. 179 as amended by section 1 of Ordinance No. 1235 as amended by section 8 of Ordinance No. 1237 as amended by section 1 of Ordinance No. 1261 as amended by section 1 of Ordinance No. 1267 as amended by section 1 of Ordinance No. 1289 as amended by section 1 of Ordinance No. 1372 as amended by section 5 of Ordinance No. 1397 as amended by section 1 of Ordinance No. 1420 as amended by section 2 of Ordinance No. 1431 as amended by section 2 of Ordinance No. 1520 as amended by section 3 of Ordinance No. 1546 are each amended to read as follows:

18.80.010 Designated.

The map filed in the City Clerk's office and marked Exhibit "~~CA~~" to Ordinance No. ~~12-107~~ and adopted ~~July 25, 2012~~, , 2013, constitutes the zoning map for the City. The map referenced herein supersedes all previously adopted maps. If the designations of the map are found to be in conflict with other land use designations, the map is deemed to control. ~~Conditional rezones or other special zoning designations shall be clearly outlined on the map along with the associated ordinance number.~~

NEW SECTION. Sec. 2. Chapter 18.31 DMMC, *Pacific Ridge Zone*, and applicable portions of underlying ordinances, are repealed and replaced with the provisions of this Draft Ordinance.

NEW SECTION. Sec. 3. 18.31.010 Purpose. The principal objective and purpose of this zone and its application is to implement the City of Des Moines Comprehensive Plan, Pacific Ridge Neighborhood Improvement Plan, the City's Economic Development Plan and other adopted policies for the commercial and residential areas of Pacific Ridge.

Furthermore, it is the objective and purpose of this zone to provide development regulations that will promote redevelopment of Pacific Ridge properties in order to create attractive, safe, and desirable areas to work and reside, and to improve the City's economy. Redevelopment of Pacific Ridge is appropriate because this area has excellent access to road,

Ordinance No. _____
Page 6 of 31

transit and air transportation facilities, potential views of Mount Rainier, Puget Sound and the Olympic Mountains, and higher-density development on under-developed properties which can aid Des Moines in meeting or exceeding population and employment growth targets specified by the countywide planning policies for King County and capitalize on the zone's economic development potential.

A related consideration is to allow for effective, economical development of public services, light rail and other capital facilities and housing choices for those living or doing business within this zone. For all of the above reasons, the purpose of this chapter is to promote public health, safety, welfare and commercial development through redevelopment of Pacific Ridge properties.

NEW SECTION. Sec. 4. 18.31.020 Subareas within Pacific Ridge Zone.

(1) Except as provided below, properties within the Pacific Ridge Zone are located within one of two subareas as illustrated by the zoning map designated by DMMC 18.80.010. The two subareas, hereinafter referred to as zones, have unique land use and development regulations, and some general regulations apply to each zone. The two Pacific Ridge zones are as follows:

- (a) PR-R, Pacific Ridge Residential, and
- (b) PR-C, Pacific Ridge Commercial.

(2) For application of the general provisions of this title, PR-R is a multifamily residential zone while PR-C is a commercial zone.

NEW SECTION. Sec. 5. 18.31.030 PR-R - Permitted uses. Only those uses listed below, and uses similar in nature as determined by the City Manager or designee, are permitted in the PR-R zone. Uses are more fully described in the "North American Industrial Classification System" (hereinafter "NAICS") Listed uses are subject to conditions by the DMMC. The numbers in parentheses following each of the following listed uses refer to NAICS code numbers:

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(1) Uses permitted in PR-C zone when part of a contiguous PR-C development under single ownership.

(2) Multifamily dwellings (no NAICS code);

(3) Religious organizations (813110);

(4) Nursing care facilities (623110) and community care facilities for the elderly (6233);

(5) Public utility facilities and appurtenances necessary for the distribution of utility services to final customers within the immediate area;

(6) A mix of residential and nonresidential uses compatible with residential uses, subject to the limitations below and the limitations provided in DMMC 18.31.090, Environmental performance standards and general limitations:

(a) Retail trade (44-45), limited to the following:

(i) Food and beverage stores (445);

(ii) Health and personal care stores (446);

(b) Real estate and rental and leasing (53), limited to the following:

(i) Lessors of residential buildings and dwellings (531110);

(ii) Offices of real estate agents and brokers (531210);

(iii) Real estate property managers (53131);

(iv) Offices of real estate appraisers (531320)

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(v) Other activities related to real estate (531390); and

(c) Professional, scientific, and technical services (54);

(d) Management of companies and enterprises (55);

(e) Health care and social assistance (62), except for temporary shelters (624221);

(f) Arts, entertainment and recreation (71);

(g) Food services and drinking places (722), further limited to the following:

(i) Full-service restaurants (722511);

(ii) Limited-service restaurants (722513);

(iii) Cafeterias, grill buffets and buffets (722514); and

(iv) Snack and nonalcoholic beverage bars (722515).

(h) Other services (81), further limited to the following:

(i) Footwear and leather goods repair (811430);

(ii) Personal care services (81211-812199);

(iii) Dry-cleaning and laundry services (except coin operated) (812320);

(iv) One-hour photofinishing (812922);

(v) Religious organizations (813110);

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- (vi) Civic and social organizations (813410);
- (vii) Business associations (813910);
- (viii) Professional organizations (813920);
- (ix) Labor unions and similar labor organizations (813930);
- (x) Political organizations (813940)
- (i) Public administration (92);
- (j) Public parks (no NAICS code);

(7) The following buildings, structures and uses are allowed when accessory to a use otherwise permitted by this chapter:

- (a) Ancillary and incidental indoor storage and maintenance facilities related to on-site buildings and uses;
- (b) Telecommunication facilities as allowed by Title 20 DMMC;
- (c) Recreation facilities for use by residents of the property;
- (d) Child and adult day care as regulated and licensed by the Washington State Department of Social and Health Services, or its successor agency;
- (e) Home occupation, subject to the following limitations:
 - (i) The occupation shall be conducted entirely within the dwelling;
 - (ii) The occupation shall not require structural features that are not customary or incidental in a dwelling;

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(iii) No sign identifying or advertising the home occupation shall be allowed;

(iv) A business license as provided by Title 5 DMMC is required by the city for the home occupation;

(v) In authorizing a home occupation, the City Manager may impose conditions of approval as necessary to ensure the activity is compatible with the surrounding uses;

(vi) In the event the City Manager determines that the home occupation has resulted in adverse land use impacts, the City Manager is authorized to impose additional conditions of approval as necessary to mitigate the adverse land use impacts; and

(viii) In the event the nature or extent of the home occupation changes so that the adverse land use impacts cannot be satisfactorily mitigated, the City Manager may revoke all approvals and licenses related to the home occupation.

NEW SECTION. Sec. 6. 18.31.040 PR-C - Permitted uses. Only those uses listed below, and uses similar in nature as determined by the City Manager or designee are permitted in the PR-C zone. Uses are more fully described in the "North American Industrial Classification System." Listed uses may be otherwise conditioned in this code. The numbers in parentheses following each of the following listed uses refer to North American Industrial Classification System (NAICS) code numbers:

- (1) Retail trade (44-45).
- (2) Taxi (485310) and limousine service (485320);
- (3) Postal service (491110);
- (4) Couriers and express delivery services(492110);
- (5) Information establishments (51);
- (6) Finance and insurance (52);

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(7) Real estate rental and leasing (53), except mini-warehouses and self storage units (53113) may not front on SR99;

(8) Professional, scientific, and technical services (54);

(9) Management of companies and enterprises (55);

(10) Administrative(561110) and support services (561210),

(11) Educational services (61);

(12) Health care and social assistance (62);

(13) Arts, entertainment, and recreation (71) except that adult entertainment facilities and adult motion picture theaters (no NAICS code) are prohibited within 500 feet of the property lines of churches, common schools, day care centers, public facilities, or other adult entertainment facilities or adult motion picture theaters;

(14) Accommodation and food services (72), limited to the following:

(a) Hotels (except casino hotels) and motels (72111), except that these must contain a minimum of 75 guest rooms;

(b) Casino hotels (721120);

(c) Food services (722310-7223515), however, mobile food services (722330) are also regulated by chapter 5.57 DMMC;

(15) Other services(except public administration) (81)

(a) General automotive repair (811111), automotive exhaust system repair (811112), automotive transmission repair (811113), automotive body, paint, and interior repair and maintenance (811121), automotive glass replacement shops (811122), and automotive oil change and

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lubrication shops (811191) shall be allowed in the PR-C zone; provided, that all of the following requirements shall be met:

(i) The proposed use shall be fully located within an enclosed building area; and

(ii) Any business owner proposing to use a building or structure that the proposed use is located or proposed to be located within shall demonstrate to the City of Des Moines, South King Fire and Rescue, and Puget Sound Clean Air Agency that quantities, storage, and transport of hazardous materials are properly managed, work areas provide adequate containment to avoid pollution runoff, and facilities are equipped with proper pre-treatment devices to avoid discharge of pollutants to the air or public drainage systems.

(16) Public administration (92), except correctional institutions (92214).

(17) Single purpose multi-family dwellings (no NAICS code) except for properties fronting on SR 99 and South 216th Street, and properties north of South 216th Street.

(18) Mixed use (no NAICS code), except:

(i) In that part of PR-C north of South 216th Street, and properties fronting on SR99 and South 216th Street, dwellings must be located above the second story of the building and the ground floor must be designed to accommodate commercial uses; and

(ii) When a project fronting SR 99 or South 216th Street contains more than one building, those buildings not fronting on SR 99 or South 216th Street may be single purpose multi-family residential buildings.

(19) Public parks (No NAICS code).

(20) Public utility facilities and appurtenances necessary for the distribution of utility services to final customers within the immediate area.

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NEW SECTION. Sec. 7. 18.31.080 Environmental performance standards and general limitations. Every use permitted within the PR zone shall conform to the following general limitations and standards:

(1) Provisions applicable to all PR zones:

(a) Accessory uses are permitted that are customarily appurtenant or incidental to the principally permitted uses.

(b) Landscaping and screening are required in accordance with chapter 18.41 DMMC.

(c) Off-street parking and loading areas are required in accordance with chapter 18.44 DMMC.

(d) Mixed-use development shall conform to the following limitations and standards:

(i) Within the PR-C zone, structures containing only residential uses are allowed except for properties north of South 216th Street, fronting on SR 99, and properties fronting on South 216th Street: and

(ii) On-site multifamily recreation area is required for developments with four or more dwelling units as provided by chapter 18.45 DMMC, except the minimum area of common recreation space per dwelling unit shall be 50 square feet and the private recreation space per dwelling unit shall be 40 square feet for buildings over 35 feet.

(e) Capital Facilities, Utilities, and Public Services.

(i) All capital facilities, utilities, and public services must be adequate to support the proposed land use or structure, including but not limited to drainage; street and walkway systems, both on-site and off-site; sewer and water systems; fire protection; police service; electrical power; and telecommunications. Improvements to capital facilities, utilities, and public services shall conform to adopted plans, policies, and regulations.

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(ii) All development shall be required to install or pay for a proportional share of any new facilities or utilities required to serve the development. Mechanisms such as latecomer's agreements and impact fees may be used to equitably distribute the cost of required improvements.

(iii) Except for high-voltage (i.e., 115 kV) transmission circuitry, all preexisting and newly installed utilities on site and within the abutting rights-of-way shall be placed underground.

(f) In reviewing a proposed permitted use, the City Manager or designee or may include minimal conditions of approval as may be reasonably needed to ensure that the use is consistent with the purpose of the PR zone, and to minimize the likelihood of adverse impacts.

(2) Provisions Applicable to the PR-R Zone.

(a) Parking and loading areas within the PR-R zone are further allowed but parking spaces not within a parking garage structure shall be subject to maximum lot coverage limitations.

(b) New construction shall conform to applicable Federal Aviation Administration regulations, including Part 77, Federal Aviation Regulations, Objects Affecting Navigable Airspace, as presently constituted or as may be subsequently amended.

(3) Provisions Applicable to the PR-C Zone.

(a) All uses shall be primarily contained within an enclosed structure except the following:

- (i) Outdoor seating and dining;
- (ii) Signs;
- (iii) Loading areas;
- (iv) Motor vehicle fuel pumps;

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(v) Nursery, garden center, and farm supply stores (44422);

(vi) Incidental outdoor display areas for merchandise sold on site as approved through the design review process;

(vii) Play/recreation areas; and

(viii) Miscellaneous storage as an accessory use when limited to 10 percent of the site area and when perimeter landscaping and fencing is provided as approved through the design review process.

(b) Automobile repair, automobile service stations, and similar uses shall conform to the following limitations and standards:

(i) Automobile repair and the installation of automobile parts and accessories shall be primarily contained within an enclosed structure;

(ii) Unless specifically authorized by the City Manager or designee, views into automobile service bays from Pacific Highway shall be diminished by building orientation, screening, or other means;

(iii) Unless specifically authorized by the City Manager or designee, vehicular access shall be limited to one driveway per street frontage;

(iv) Motor vehicle fuel pump islands shall be set back a minimum of 15 feet from property lines;

(v) A six-foot-high, 100 percent sight-obscuring fence shall be provided along property lines that abut residential properties as designated by the Des Moines Comprehensive Plan; and

(vi) Vehicle storage shall be limited to those vehicles contracted for repair or service.

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(c) Social service facilities shall conform to the following limitations and standards:

(i) Outdoor play/recreation areas for children shall be set back a minimum of five feet from property lines; and

(ii) Unless specifically authorized by the City Manager or designee, passenger loading and unloading areas shall be provided on site.

NEW SECTION. Sec. 8. 18.31.090 Dimensional standards for new development.

(1) **Lot area.** Every lot shall have a minimum area of 7,500 square feet.

(2) **Lot width.** Every lot shall have a minimum width of 75 feet.

(3) **Front yard.**

(a) In the PR-R zone, not less than 15 feet except that no front yard is required if the project is at least 55 feet in height.

(b) In the PR-C zone, no front yard is required.

(4) **Side yard.**

(a) In the PR-R zone, not less than 10 feet when abutting a single family residence, except that no side yard is required if the project is at least 55 feet in height and not abutting a single family residence.

(b) In the PR-C zone, no side yard is required.

(5) **Rear yard.** Every lot shall have a rear yard of not less than 15 feet, except as otherwise permitted in DMMC 18.31.090(13).

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(6) **Measurement of building height.**

(a) PR-R zone: Building height shall be measured from average finish grade.

(b) PR-C zone: Building height shall be measured from mean sidewalk grade as follows:

(i) Building height for properties abutting SR99 is measured from SR99.

(ii) Building height for properties extending from SR99 to 24th Avenue South is measured from SR99.

(iii) Building height for properties abutting South 216th Street is measured from South 216th Street.

(iv) Building height shall be measured from average finish grade for properties not abutting SR 99 or South 216th.

(7) **Minimum building height.**

(a) Except for buildings containing only a full-service restaurant or a gasoline service station, and other instances specifically authorized by the City Manager or designee in writing, no building shall be less than the height specified below:

(i) PR-R zone: 35 feet.

(ii) PR-C zone: No minimum building height for commercial projects and 55 feet for residential or mixed use projects.

(b) For the purposes of this subsection, minimum building height shall not include decorative towers or appurtenances, roof slopes out of character with the building's architecture, or other contrivances provided solely for achievement of the required minimum building height. In calculating minimum building height, the City Manager or designee shall include regular architectural features enclosing functional, occupiable building areas.

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(8) **Maximum building height.** Buildings and structures may be built to the height specified below unless restricted by subsection (9) of this section:

(a) PR-R zone: 75 feet, except that buildings may be built to a height of 200 feet with approval of a floor area clustering height bonus when the minimum building site area is 43,560 square feet and useable pedestrian plazas and open space are provided.

(b) PR-C zone: 85 feet, except that buildings may be built to a height of 200 feet with approval of a floor area clustering height bonus when the minimum building site area is 43,560 square feet and useable pedestrian plazas and open space are provided.

(9) **Building height limitation adjacent to single-family.** When an abutting property is designated single-family residential by the Des Moines Comprehensive Plan and being used as such, building height shall be limited as follows:

(a) Within 20 feet of the abutting single-family residential property, maximum building height shall be 35 feet.

(b) Within 40 feet of the abutting single-family residential property, maximum building height shall be 45 feet.

(c) During the design review and environmental review, the City Manager or designee may impose other conditions of approval in order to mitigate potential height, bulk, and scale impacts upon adjacent single-family residents not sufficiently mitigated by existing regulations.

(10) **Floor area clustering building height bonus.** In the PR-R and PR-C zones south of South 216th Street, the City Manager or designee may authorize buildings up to 200 feet in height when all of the following provisions are met:

(a) The minimum building site area is 43,560 square feet.

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(b) Useable pedestrian plazas and open space are provided.

(11) **Height allowance for enhanced design of distinctive rooflines.** In the PR-C, and PR-R zones, a portion of a building may exceed the maximum building height; provided that the following provisions are met:

(a) The purpose of the additional height for the building is to provide a roofline that is of distinctive form through the use of design elements such as pitched roofs, sloped roofs, vertical offsets or other similar roof features that achieve the goals of Pacific Ridge Design Guideline 2.B.2.

(b) The maximum building height established in subsections (8) and (9) of this section shall only be increased by a maximum of 10 percent.

(c) Architectural features associated with the distinctive roofline shall be used to emphasize significant architectural elements of the building such as the main entrance of the building or the building's orientation to a corner, or to provide for pitched or sloped roofs for the building.

(d) Height allowed for distinctive rooflines under this section shall not be used to determine the building height for the purposes of establishing the maximum gross floor area under DMMC 18.31.110(3).

(e) The building area or amount of building structure extending above the maximum height established in subsection (9) of this section shall be limited to 30 percent of the building roof deck area. When multiple building rooflines exist at different building levels or stories, the 30 percent requirement shall only apply to the area of the roof deck of the tallest portion of a building.

(12) **Placement of buildings.**

(a) The distance between a building containing dwelling units and any other building shall be not less than 10 feet.

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(b) On the rear third of an interior lot, accessory buildings not containing dwellings may be built to the side lot lines and the rear lot line

(c) On the rear one-third of a corner lot:

(i) Accessory buildings not containing dwellings may be built to the interior side lot line and the rear lot line.

(ii) Where a setback from the street is required for the adjoining lot, no building shall be erected closer than 10 feet to the street side lot line.

(d) On the rear third of a reverse corner lot:

(i) Accessory buildings not containing dwellings may be built to the interior side lot line.

(ii) Where a setback from the street is required for the adjoining lot, no building shall be erected closer than 10 feet to the street side lot line.

(iii) No building shall be erected closer than five feet to the rear lot line.

(13) **Adjustment of required yards.** In the PR-C and PR-R zones, the required rear yard area shall be reduced to a minimum of 5 feet provided that:

(a) A development site or potential project area is planned or may be planned for multiple buildings together as one development or in different development phases either under common ownership or separate ownership; and

(b) Building on a site or potential project area are served by a private, joint-use access or street which separates the rear yard area of one development site or project area from another development site or project area; and

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- (c) A physical separation of not less than 30 feet is provided between buildings which shall include the space or distance located within any such shared, joint-use access or street together with the yard areas adjoining and abutting buildings and said shared streets.

NEW SECTION. Sec. 9. 18.31.100 General site design requirements.

(1) **Design guidelines.** All development proposals shall demonstrate substantial compliance, as determined by the City Manager or designee, with the adopted Pacific Ridge design guidelines. The guidelines shall provide objectives and techniques for ensuring that new construction provides lasting benefit to the community; minimizes incompatibility among land uses; and promotes crime prevention. Design guidelines shall address site design issues including, but not limited to, the following:

- (a) Placement and orientation of buildings and building entrances;
- (b) Vehicular access, parking, and circulation;
- (c) Pedestrian orientation and access;
- (d) Orientation to transit;
- (e) Placement and screening of service and loading areas;
- (f) Landscaping;
- (g) Freestanding signage;
- (h) Screening of parking and other site features;
- (i) Placement and design of open space;
- (j) Crime prevention; and

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(k) Exterior lighting.

**NEW SECTION. Sec. 10 18.31.110 General building
design requirements.**

(1) **Design guidelines.** All development proposals shall demonstrate substantial compliance, as determined by the City Manager or designee, with the adopted Pacific Ridge design guidelines. The guidelines shall provide objectives and techniques for ensuring that new construction provides lasting benefit to the community; minimizes incompatibility among land uses; and promotes crime prevention. Design guidelines shall address building design issues including, but not limited to, the following:

- (a) Building height, bulk, and scale;
- (b) Building modulation and fenestration;
- (c) Building silhouette and roof design;
- (d) Placement and orientation of building entrances, common areas, activity areas, balconies, and other features;
- (e) Exterior building materials;
- (f) Window and door detailing;
- (g) Continuity/variety in building design;
- (h) Orientation to transit;
- (i) Wall signage;
- (j) Crime prevention;
- (k) Awnings, covered walkways, and other weather protection; and
- (l) Placement and screening of mechanical equipment.

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(2) **Minimum floor-to-ceiling height for dwellings.**
Dwellings shall have a minimum floor-to-ceiling height of eight feet, six inches.

(3) **Maximum gross floor area.**
(a) The maximum gross floor area for buildings within Pacific Ridge neighborhood shall be determined by multiplying the lot area of the site by the floor area ratio (FAR) number established in the following table:

Building Height	PR-C and PR-R FAR
35 Feet or Less	2.8
35 - 50	3.5
50 - 60	4
60 -70	4.5
70 - 80	5
80 - 90	5.5
90 - 100	6.5
100 - 110	7.5
110 - 120	9
> 120	Increases by 0.5 per floor above 120 feet

(b) Gross floor area shall include the total square footage of the enclosed building; provided that:

(i) For properties located adjacent to Pacific Highway South, the area of parking garages constructed below the adjacent sidewalk grade on Pacific Highway South shall not be included in the calculation of gross floor area.

(ii) For all other properties in the Pacific Ridge neighborhood, the area of parking garages

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constructed below the lowest sidewalk grade adjacent to the property line shall not be included in the calculation of gross floor area.

(4) Within the PR-C zone, structural encroachments into the right-of-way, such as cornices, signs, eaves, sills, awnings, bay windows, balconies, facade treatment, marquees, etc., shall conform to the provisions set forth by Title 12 DMMC, the International Building Code, and the following provisions:

(a) Structural encroachments into the right-of-way shall be capable of being removed without impact upon the structural integrity of the primary building;

(b) Structural encroachments into the right-of-way shall not result in additional building floor area than would otherwise be allowed;

(c) Except for awnings, signs, and marquees, the maximum horizontal encroachment into the right-of-way shall be two feet;

(d) The maximum horizontal encroachment in the right-of-way by signs shall be four feet;

(e) The maximum horizontal encroachment in the right-of-way by awnings and marquees shall be six feet;

(f) The minimum horizontal distance between the structural encroachment and the curblin shall be two feet;

(g) Except for awnings over the public sidewalk which may be continuous, the maximum length of each balcony, bay window, or similar feature that encroaches the right-of-way shall be 12 feet;

(h) Structural encroachments into the right-of-way shall maintain adequate distance away from utility, transportation, or other facilities as determined by the City Manager or designee in consultation with the public works director;

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(i) The applicant shall demonstrate proof of public liability insurance and consent to a public place indemnity agreement;

(j) Owners of structural encroachments into the right-of-way must clear the public right-of-way when ordered to do so by city authorities for reasons of public health or safety; and

(k) In reviewing a proposed structural encroachment into the public right-of-way, the City Manager or designee may include conditions as may be reasonably needed to ensure that the structure is consistent with the purpose of the PR zone, and to minimize the likelihood of adverse impacts. The City Manager or designee shall deny the request if it is determined that adverse impacts cannot be mitigated satisfactorily.

Sec. 11. DMMC 14.12.010 and section 1(1) of Ordinance No. 1411 are each amended to read as follows:

Purpose - General. The purpose of this chapter is to authorize for Pacific Ridge Commercial—~~1~~, Pacific Ridge Residential, and Business Park North Subarea the construction of five-story wood frame buildings as an approved alternate design and construction method for Pacific Ridge Commercial—~~1~~, Pacific Ridge Residential, and Des Moines Creek Business Park North Subarea under Section 104.11 of the 2006 Edition of the International Building Code, and to set forth the criteria and standards which must be met before a building permit may be issued for a five-story wood frame building.

Sec. 12. DMMC 14.12.060 and section 1(6) of Ordinance No. 1411 are each amended to read as follows:

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Height. The maximum height of buildings designed and constructed pursuant to this section shall be 75 feet for the areas zoned Pacific Ridge Commercial—1, Pacific Ridge Residential, and Business Park North Subarea. The height shall be measured as provided in the 2006 International Building Code as presently constructed or hereafter amended.

Sec. 13. Section 18.41.315 and section 4 of Ordinance No. 1267 are each amended to read as follows:

Pacific Ridge, PR-R, and PR-C1, ~~and PR-C2~~ zones.

(1) The perimeter of properties abutting a single-family residential zone shall provide a Type I landscaping strip with a minimum depth of 10 feet.

(2) The perimeter of properties abutting a multifamily residential zone shall provide a Type II landscaping strip with a minimum depth of five feet.

(3) A Type III landscaping strip, an average of five feet in depth, shall be provided along all property lines abutting a public right-of-way excluding alleys. When the building setback from a public right-of-way is not more than 10 feet, or when such setback is utilized as a public open space plaza not accompanying parking, no perimeter landscaping strip shall be permitted, but street trees as set forth in DMMC 18.41.360 shall be provided within tree planters. Such tree planters shall have a minimum interior dimension of three and one-half feet and shall be protected by a cast iron grate.

(4) Parking facilities landscaping as set forth in DMMC 18.41.320.

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Sec. 13. DMMC 18.42.310 and section 3 of Ordinance No. 1509 are amended to read as follows:

Commercial zones. The following signs are permitted in the Pacific Ridge Commercial ~~z~~Zone ~~1~~, Pacific Ridge commercial zone ~~2~~, ~~b~~Business ~~p~~Park ~~z~~Zone and all commercial zones abutting Pacific Highway South that are not within the Pacific Ridge neighborhood:

(1) Freestanding signs. For single business properties, multiple-tenant buildings, multiple-building complexes, and shopping centers, freestanding signs are allowed as follows:

(a) Number of freestanding signs.

(i) For building sites with up to 300 feet of street frontage, one sign is allowed.

(ii) For building sites with more than 300 feet of street frontage and having more than one vehicular access, two signs are allowed; provided, that the total allowable sign area is not exceeded and the signs are more than 100 feet apart.

(b) Freestanding sign size.

(i) Each sign allowed shall not exceed 80 square feet in area.

(ii) For properties with less than 80 feet of street frontage, sign area shall not exceed one square foot of sign area for each lineal foot of street frontage.

(c) Freestanding Sign Height.

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(i) For single business properties and multiple business properties, freestanding signs shall not exceed 15 feet in height as measure from median sidewalk grade.

(ii) For shopping centers and multi-building complexes freestanding signs shall not exceed 20 feet in height as measured from median sidewalk grade.

(d) Allowed signs, sign area, or sign height may not be transferred from one street frontage to another.

(e) Off-premises signs, including but not limited to billboards, are prohibited. The city manager or designee may approve monument signs located on a separate parcel of property within a multiple-building complex or shopping center when the following conditions exist.

(i) The multiple-building complex or shopping center appears and functions as one building site; and

(ii) The monument sign appears and functions as an on-premises sign; and

(iii) The approval would not result in additional signs or sign area for the multiple-building complex or shopping center than would otherwise be allowed; and

(iv) All monument and wall signs within the multiple-building complex or shopping center conform to the provisions of this chapter.

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(f) Freestanding signs shall not be located on, above, nor project over the public right-of-way.

(2) Wall signs.

(a) Each single business property is permitted a total sign area not to exceed one square foot per lineal foot of street frontage, up to a maximum of 100 square feet.

(b) Each multiple business property is permitted a total sign area not to exceed 20 square feet plus 40 square feet per licensed business; provided, however, that each business must be guaranteed a minimum of at least 25 square feet signage.

(c) Each multi-building complex and shopping center is permitted a total sign area not to exceed 150 square feet plus 40 square feet per licensed business; provided, however, that each business must be guaranteed a minimum of at least 35 square feet signage.

(d) Except for buildings containing multiple business, wall signage shall not extend horizontally a distance greater than 50 percent of the width of the building wall on which it is displayed.

(e) Allowed wall signage is not transferable from one property to another; except within a shopping center or multi-building complex.

(f) Wall signs shall not be placed higher than 35 feet above median sidewalk grade.

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(g) Projecting signs may not project further than six feet from the surface of the building. A right-of-way use permit shall be required for signs projecting over the public right-of-way.

(3) Internally illuminated signs shall be constructed using individual letters/characters, or sign cabinets with an opaque field or background so that only the individual letters/characters are illuminated.

(4) Reader board signs and changeable message center signs are permitted as per the requirements established in DMMC 18.42.220.

(5) Gasoline price signs shall not be located in, nor project over, the public right-of-way and shall not be portable. Such signs may be freestanding or attached to canopy columns. The area of the price sign shall not count towards the allowed total wall or freestanding signage.

(6) Temporary signs shall be permitted as provided in DMMC 18.42.090.

Sec. 14. Repealer. The previously codified provisions of chapter 8.31 DMMC and section 2 (part) of Ordinance No. 1267 as amended by section 1 of Ordinance No. 1405 as amended by section 1 of Ordinance No. 1406 as amended by section 1 of Ordinance No. 1410 as amended by section 1 of Ordinance No. 1467 as amended by sections 1 and 2 of Ordinance No. 1513 are each repealed and replaced by this Ordinance.

Sec. 15. Codification. Sections 3 through 10 of this Ordinance shall be codified as a new chapter 18.31 in Title 18 DMMC entitled "*Pacific Ridge Zone.*"

Sec. 16. Severability - Construction.

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

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

Sec. 17. Effective date. This Ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines 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

Published: _____

CITY ATTORNEY'S FIRST DRAFT 05/23/2013

DRAFT ORDINANCE NO. 13-108.6

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the Des Moines Parking Code amending DMMC 18.44.040, 18.44.060, 18.44.097 and 18.44.110.

WHEREAS, DMMC 18.44 establishes regulations for loading areas and off-street parking throughout the City as well as in the Pacific Ridge Neighborhood specifically, and

WHEREAS, the City Council supports reducing restrictive development regulations in the Pacific Ridge Neighborhood to facilitate redevelopment as a high density, commercially viable mixed use neighborhood, and

WHEREAS, the City Council supports reducing ambiguity and increasing clarity in the code related to parking regulations throughout the City to ensure a better understanding of what is currently allowed and prohibited, and

WHEREAS, many Pacific Ridge properties are not improved to the extent presently allowed by the City of Des Moines Comprehensive Plan and the Zoning Code and are unlikely to be redeveloped in the near future without changes to the City's development regulations, and

WHEREAS, Strategy 2-04-08 of the Land Use Element of the Comprehensive Plan states that the City should "encourage improvement of the Pacific Ridge Neighborhood by working with the business community and other representative organizations to achieve the goals of the City of Des Moines Comprehensive Plan", and

WHEREAS, those development professionals and Pacific Ridge property owners have encouraged the City to be more flexible in waiving required parking, to reduce parking requirements by capitalizing on the proximity to Seattle-Tacoma International Airport and allowing the marketplace to decide how best to achieve the City's broad development goals, and

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WHEREAS, current parking regulations in the Pacific Ridge commercial zone appears to be unduly burdensome and restrictive, helping to make it uneconomically feasible for property owners to redevelop their properties under current and projected future market conditions, and

WHEREAS, the City Council directed City staff to prepare ordinances for its considerations which create more flexible development regulations for Pacific Ridge, and

WHEREAS, the City believes these goals can be achieved with changes implemented by this Draft Ordinance in conjunction with changes to the Pacific Ridge Zone as envisioned by Policies 11-03-14 and 11-03-15, and

WHEREAS, the proposed textual code amendment is consistent with the range of impacts studied under the SEPA Planned Action Environmental Impact Statement, the Pacific Ridge Neighborhood Improvement Plan and the Comprehensive Plan, and

WHEREAS, the SEPA responsible official reviewed this proposed non-project action and determined that the proposed textual code amendments are within the scope of the existing environmental documents, and

WHEREAS, the SEPA responsible official determined that the existing environmental documentation fulfilled the SEPA requirements established by Chapter 197-11 WAC and Chapter 16.04 DMMC pursuant to WAC 197-11-600 and DMMC 16.04.108, and

WHEREAS, pursuant to DMMC 18.56.080 amendment of the Zoning Code (Title 18 DMMC) is a legislative (Type VI) land use decision, and

WHEREAS, pursuant to DMMC 18.56.200 amendments to the Zoning Code (Title 18 DMMC) require the City Council to conduct a public hearing to receive public comment regarding this proposal, and

WHEREAS, DMMC 18.60.120(3) requires that the date of the public hearing to consider amendments to Title 18 DMMC be set by motion of the City Council, and

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WHEREAS, the City Council set the date for the public hearing by Resolution No. _____, fixing the public hearing for _____, 2013, and

WHEREAS, the textual code amendments proposed in this Draft Ordinance were provided to the Department of Commerce as required by RCW 36.70A.106, and

WHEREAS, notice of the public hearing was issued on _____ in accordance with the DMMC, and

WHEREAS, a public hearing was held on _____ and all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the amendments contained in this Draft Ordinance are appropriate and necessary; now therefore,

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

Sec. 1. DMMC 18.44.040 and section 4 of Ordinance No. 695 as amended by section 62 of Ordinance No. 770 as amended by section 1 of Ordinance No. 1448 as amended by section 1 of Ordinance No. 1453 as amended by section 1 of Ordinance No. 1475 as amended by section 1 of Ordinance No. 1530 are amended to read as follows:

Modification of parking provisions.

(1) **Number of spaces.** The hearing Examiner City Manager or designee may, by formal action, waive or modify the number of spaces required, establishing the amount of required parking for uses involving very limited number of employees or which do not require personnel and daily attendance or for which the number of parking spaces proposed is demonstrated sufficient to fully serve the use, is consistent with the intent of this chapter and when strict application

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of the code would result in unnecessary hardship. The use of King County's Multi-Family Residential Parking Calculator (online website and parking calculator tool) is recommended to demonstrate sufficiency of proposed parking.

(2) **Dimensions.** In cases where the strict application of this title would unreasonably limit full utilization of a site for parking, the code official may authorize a reduction of up to three percent of any minimum dimension required in this chapter, except where such reduction would substantially restrict ease of travel or maneuverability of vehicles using the parking facility.

(3) **Marina District.** The parking provisions for commercial uses established by DMMC 18.44.060 are waived; provided, that there is compliance with all the following standards:

(a) The property is zoned downtown commercial according to the official zoning map.

(b) Residential uses within a mixed-use development are not included in this exemption. Residential uses in a mixed use building shall comply with the requirements established by DMMC 18.44.060.

(c) The property owner shall enter into a no protest agreement regarding the formation of a downtown business or parking improvement district.

(d) This provision is only valid until December 31, 2013.

Sec. 2. DMMC 18.44.060 and section 6 of Ordinance No. 695 as amended by section 9 of Ordinance No. 793 as amended by section 9 of Ordinance No. 1104 as amended by section 7 of Ordinance No. 1140 as amended by section 6 of Ordinance No. 1170

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as amended by section 13 of Ordinance No. 1197 as amended by section 10 of Ordinance No. 1267 as amended by section 12 of Ordinance No. 1378 as amended by section 2 of Ordinance No. 1409 are amended to read as follows:

Required number of off-street parking spaces. The minimum number of off-street parking spaces required of each use shall be provided as follows:

(1) Appliance (retail), bakeries, cabinet shops, dry-cleaning, furniture stores, heating services: one parking space per 400 square feet of gross floor area.

(2) Auto and boat sales, new and used: one space per 1,000 square feet of floor space of showroom and service facilities; but in no case shall there be less than six spaces provided.

(3) Day care centers and mini-day care programs: one space for each 10 children or one for each staff member, whichever is greater, and one passenger loading and unloading space for each 20 children.

(4) Hardware and building supplies: one space per 400 square feet of gross floor area.

(5) Industrial and Manufacturing Activities.

(a) Freight terminals and wholesale facilities: one parking space per two employees on a maximum work shift, or one per 1,000 square feet of gross floor area; use whichever is greater.

(b) Manufacturing, including but not limited to the following, except that no retail operations are included: research and testing laboratories, creameries, bottling establishments, bakeries, upholstery shops, printing and engraving

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shops: two parking spaces for each three employees on a maximum work shift, or one space per 700 square feet of gross floor area; use whichever is greater.

(c) Uncovered storage area: one parking space for each 2,000 square feet of area.

(d) Warehouse and storage: two parking spaces for each three employees or one space for each 1,500 square feet of gross floor area; use whichever is greater.

(6) Laundry, self-service: one parking space per 250 square feet of gross floor area.

(7) Medical Facilities.

(a) Convalescent, rest homes, retirement homes, nursing and health institutions: one parking space for each two employees, plus one space for each four beds.

(b) Hospitals: one parking space for each three beds, plus one parking space for each staff doctor, plus one parking space for each three employees.

(8) Motels, motor hotels, and hotels: one parking space per sleeping unit plus two parking spaces for a resident manager or employees. In Pacific Ridge, this is reduced to 0.9 parking space per bedroom when no airport shuttle is provided and to 0.75 parking space per bedroom when airport shuttle is provided.

(9) Motor vehicle, small engine, and boat repair and services: one parking space for each 600 square feet of gross floor area.

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(10) Offices, including professional and business, banks, and related activities: one space per 350 square feet of gross floor area.

(11) Offices not providing customer services on the premises: one space for each 800 square feet of gross floor area.

(12) Personal Services.

(a) C-C zone: one parking space per 300 square feet of gross floor area.

(b) D-C and PR zones: one parking space per 350 square feet of gross floor area.

(c) H-C zone: one parking space per 200 square feet of gross floor area.

(13) Pleasure craft moorage: one parking space for each two moorage stalls.

(14) Public Assembly and Recreation.

(a) Assembly halls, auditoriums, stadiums, sports arenas, and community clubs: one parking space for every three persons based on occupancy load.

(b) Churches: one parking space per five seats in the principal place of assembly for worship, including balconies and choir loft.

Where fixed seats consist of pews or benches, the seating capacity is computed upon not less than 20 lineal inches of pew or bench length per seat. If there are no fixed seats, then one parking space for each 40 square feet of gross floor area in such principal place of assembly or worship shall be provided.

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(c) Libraries and museums: one parking space per 250 square feet of gross floor area.

(d) Parks: as determined by the planning agency.

(e) Theaters: one parking space for each three seats.

(15) Residences.

(a) Single-family: two parking spaces per dwelling unit.

(b) Duplex and townhouse: two parking spaces per dwelling unit and one parking space for every five dwellings for use as visitor parking. A minimum of one visitor parking space shall be provided.

(c) Multifamily.

(i) Two parking spaces per dwelling.

(ii) One guest parking space shall be provided per each 10 dwellings.

(iii) For one-bedroom dwellings within the PR zone: one and one-half parking spaces per dwelling.

(d) Retirement apartments: One parking space per dwelling unit, except that the plan shall show two parking spaces, spaces not initially installed. The additional parking spaces plus required landscaping shall be installed at such time that the structure is not used for retirement apartment purposes.

(e) Rooming and lodging houses: one space per occupant.

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(f) Children's institutions, homes for the retired (group homes): one space for each five employees plus one for each four beds.

(g) Mixed Use.

(i) Except as provided below, two parking spaces per dwelling.

(ii) For one-bedroom dwellings within the PR zone: one and one-half parking spaces per dwelling.

(iii) On-site parking for nonresidential areas shall be provided based upon the ratio specified by this section.

(h) Accessory living quarters: one parking space.

(16) Restaurants, including drive-in restaurants, night clubs, taverns, and lounges: one parking space for each 125 square feet of gross floor area, except that none shall be required for establishments under 2,000 square feet located in the D-C and PR zones.

(17) Retail, Other.

(a) C-C zone: one parking space per 300 square feet of gross floor area.

(b) D-C and PR zones: one parking space per 350 square feet of gross floor area.

(c) H-C zone: one parking space per 250 square feet of gross floor area, except there are a minimum of six spaces.

(18) Uses Not Specified. The parking requirements for a use not provided for in this

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section is determined in the manner set forth in DMMC 18.36.050, and such determination is based upon the requirements for the most comparable use specified in this section.

(19) Fractional Spaces. When units of measurement determining the number of required parking spaces result in requirements of a fractional space, a fraction one-half or more shall require one parking space.

(20) Maximum Number of Off-Street Spaces. Within the Pacific Ridge area, the number of off-street spaces provided shall not exceed 150 percent of the minimum number of spaces specified by this section.

Sec. 3. DMMC 18.44.097 and section 10(B) of Ordinance No. 695 and section 1 of Ordinance No. 800, and section 33 of Ordinance No. 1197 are amended to read as follows:

(Under consideration by the City Council Finance & Economic Development Committee)

Sec. 4. DMMC 18.44.110 and section 11 of Ordinance No. 695 are amended to read as follows:

Parking and storage of recreational, utility, and commercial vehicles in residential neighborhoods.

(1) Exemptions. ~~Pickup or light trucks,~~
Vehicles 10,000 pounds gross weight or less and not exceeding 20 feet in length or 7.5 feet in width, with or without a mounted camper unit, which are primarily used by the property owner for transportation purposes are exempt from this subsection.

(2) Recreational and utility vehicles are defined as travel trailers, folding tent trailers, motor homes, truck campers removed from a truck or pickup, horse trailers, boat trailers

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with or without boats, and utility trailers. Recreational and utility vehicles may be parked in residential areas provided the following conditions are met:

(a) Vehicles shall not intrude into publicly maintained public-rights-of-way or obstruct sight visibility from adjacent driveways.

(b) Vehicles shall not be parked in the front building setback unless there is no reasonable access to the building side yards or rear yards because of topography or other physical conditions of the site.

(c) Vehicles shall be maintained in a clean, well-kept state which does not detract from the appearance of the surrounding area.

(d) At no time shall parked or stored recreational vehicles be occupied or used as a permanent or temporary dwelling units on the host's premises for more than four (4) weeks except when specifically allowed under DMMC 18.36.130. ~~that guests may not reside in a recreational vehicle on the host's premises on a temporary basis.~~

(e) For the purposes of this section, commercial vehicles are defined as any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals or passengers for hire.

(f) For the purposes of this section, publicly maintained right-of-way is defined as right-of-way currently maintained by city.

(3) **Truck Tractors, Trailers, and Large Commercial Vehicles.** Parking of commercial

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vehicles ~~over 10,000 pounds gross weight,~~
~~exceeding 20 feet in length and/or 7.5 feet in~~
~~width,~~ is prohibited in residential areas, except
on a temporary and nonregular basis not exceeding
~~six~~ twenty four (24) hours when sight visibility
is not obstructed.

NEW SECTION. Sec. 5. Severability - Construction.

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

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

NEW SECTION. Sec. 6. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

PASSED BY the City Council of the City of Des Moines 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:

| Ordinance No. _____
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City Clerk

Published: _____

Effective Date: _____

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13-108.15.docx

DRAFT

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interlocal Agreement with Highline Water District for the 24th Avenue South Improvement Project (S. 216th Street to S. 208th Street)

AGENDA OF: June 6, 2013

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: May 28, 2013

ATTACHMENTS:

1. Interlocal Agreement, CITY OF DES MOINES AND HIGHLINE WATER DISTRICT

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: _____

Purpose and Recommendation:

The purpose of this item is for approval of a proposed construction agreement between Highline Water District and the City of Des Moines. The Agreement (Attachment 1) will allow the City to combine utility work with roadway and drainage improvements into a single construction contract, benefiting the City, the District, and the overall community. The following motion will appear on the consent calendar:

Suggested Motion

“I move to approve the Interlocal Agreement between the City of Des Moines and Highline Water District regarding improvements for the 24th Avenue South Improvement Project (S. 216th Street to S. 208th Street) in the estimated amount of \$580,175.00, and further to authorize the City Manager to sign the Agreement, substantially in the form as submitted.”

Background

The 24th Avenue South Improvement Project has been adopted as part of the Capital Improvement Plan for the City of Des Moines. It is one of three arterial segments referred collectively as the Transportation Gateway Project. The project design is complete, permits have been approved, and construction funding is secured via an Agreement with the Port of Seattle and the Federal Highway

Administration via the Washington State Department of Transportation. The City is about ready to advertise the project for construction bids.

Staff conducted a utility coordination effort as part of the improvement project. All utilities within the project limits have been involved in the process. Overhead utilities, including PSE, Comcast, and Century Link, are being undergrounded as part of the project. PSE under a franchise agreement will be relocating the high voltage power lines further to the east. Some minor modifications to existing PSE gas lines are scheduled to be made in advance of the project this spring. Midway Sewer District has a right-of-way use permit and is currently extending about 675' of sewer main in the project limits.

Highline Water District has been planning replacement of its water main within the project limits, including this section of 24th Avenue South, north of South 216th Street. The existing 12" Asbestos Concrete (AC) water main will be abandoned in place.

Both the City and the District plans are at 100% completion and are ready to advertise for bid. The District considers replacement of the water line a timely and desirable improvement given the City's project.

Discussion

If the City and the District plans are combined into a single contract as proposed in the referenced Agreement, staff believes that there will be three significant benefits:

- Soliciting bids under a single construction contract will stimulate more competitive bidding due to a larger contract.
- Construction coordination will be much smoother reducing conflicts between contractors and potential for construction delay and increased project costs.
- Disruption to the community and other conflicts will be minimized.

Acceptance of bids and award of contracts will be subject to approval by the City Council and the District Board. It is possible that one or both parties may reject bids. As stipulated in the Agreement, cost of the improvements will be born equitably and separately by the City and the District for their respective improvements. The District's estimated construction cost is \$580,175.00. A separate bid schedule is provided for the roadway and water utility improvements and the District will bear its share of construction engineering and inspection costs. The District is also agreeing to compensate the City for combining the projects into one bid document and adhere to the Federal Buy America and DBE goal requirements.

The 24th Avenue South Improvements were included in this year's CIP with a planned construction phase to begin in the fall of 2013. Accordingly, staff plans to advertise the project for construction bids this summer.

Project Status

The Table below summarizes the recent actions that have or will come before the Council on future consent calendars. The action before the Council with this agenda item is italicized.

Agreement or Contract

Agency / Utility	Council Authorization
PSE Design Agreement	December 21, 2009
PSE Construction Agreement	May 23, 2013
Comcast Construction Agreement	May 23, 2013
Century Link Construction Agreement	Pending for June 6, 2013
<i>Highline Water District Inter Local Agreement</i>	<i>Pending for June 6, 2013</i>

Alternatives

Council could decide not to enter into this Agreement with the District. In doing so, the District and City may decide to proceed independently and risk losing the benefits of a combined bid as well as better coordination between the projects and more inconvenience to the traveling public.

Financial Impact

The costs associated with the District's work have been included in the Capital Improvement Program. Payments will be equitably balanced between the parties. The Agreement contains terms necessary for reimbursement of City related expenses.

Recommendation or Conclusion

Staff recommends that Council approve the Construction Agreement.

Concurrence

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

**INTERLOCAL AGREEMENT
CITY OF DES MOINES AND HIGHLINE WATER DISTRICT
24th AVENUE SOUTH IMPROVEMENT PROJECT
(S. 216th Street to S. 208th Street)**

WHEREAS, the City of Des Moines, Washington (hereinafter "City") is undertaking a capital improvement project known as the 24th Avenue South Improvement Project: S. 216th Street South to S. 208th Street (hereinafter "the Project");

WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, the Highline Water District (hereinafter "District") owns and operates certain water utilities located in the 24th Avenue South and S. 216th Street right-of-way within and adjacent to the project limits of the Project and the District has a franchise agreement to operate in said right-of-way; and

WHEREAS, the City of Des Moines intends to construct improvements to 24th Avenue South and its approaches; and

WHEREAS, the District is interested in replacing a 12" asbestos/concrete (AC) water main with a new 12" Ductile Iron (DI) water main within the right of way limits of the City's project, along with other improvements; and

WHEREAS, integrating the District's work into the City's design and construction of the Project would be more expedient, less expensive, and less disruptive to the public than if the District undertook this work separately; and

WHEREAS, the City and the District (individually a "Party" and collectively the "Parties") mutually desire to establish a formal arrangement under which the District will pay the City in exchange for the City's incorporating the District's related utility work into the design and construction of the Project; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs, and liabilities regarding this undertaking; and

WHEREAS, the City Council of the City of Des Moines has taken appropriate action to approve the City's approval of and entry into this Agreement ("Agreement"); and

WHEREAS, the Board of Commissioners of the District has taken appropriate action to approve the District's approval of and entry into this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

TERMS

Section 1. Purpose. The purpose of this Agreement is to establish a formal arrangement under which the District will pay the City to incorporate the design of the District's water utility work into the Project contract documents and to construct said utility work in conjunction with the City's design and construction of the Project. The terms, conditions, and covenants of this Agreement shall accordingly be interpreted to advance this purpose. This Agreement further seeks to allocate and define the Parties' respective rights, obligations, costs and liabilities concerning the establishment, operation and maintenance of this undertaking.

Section 2. Term. This Agreement shall be effective upon execution by the Parties hereto. Unless terminated in accordance with Section 3, this Agreement shall remain effective until one of the following events, whichever is later: (a) the District's written acceptance of and payment for all District's work provided pursuant hereto, or (b) December 31, 2017. Thereafter, the agreement shall expire automatically. The Parties may at their option renew this Agreement for a mutually agreed upon term by a writing signed by both Parties.

Section 3. Termination. Subject to the provisions of Section 4 herein, either Party may terminate this Agreement with cause by providing the other Party with 30 days written notice of its intent to terminate. Termination or expiration shall not alter the District's payment obligations under Section 6 for services already rendered, as well as for the normal and reasonable costs incurred by the contractor in terminating and closing out the District's portion of the work, and shall not alter the Parties' respective obligations under Section 11 of this Agreement.

Section 4. Obligations of the District.

- A. The District shall provide periodic payments to the City to reimburse the City for its costs of incorporating the District's design into the construction documents, and for constructing the District's water utility work ("District Work") pursuant to Section 6 of this Agreement, and as follows:
 - a. Engineering/Design.
 - (i) The District will coordinate with the City and its engineering consultants on the preparation of the engineering plans and specifications necessary to accommodate the District Work utilizing specifications and bid quantities for common work that is acceptable to the City. The District may use the City's survey for preparation of its plans but shall hold the City harmless from any errors, omissions or corrections necessary to design and construct said improvements. The District shall review the final Plans and Specifications, and provide the City a written notice of acceptance of the

plans and specifications associated with the District's work by June 7, 2013.

- (ii) The District acknowledges that the construction contract for the City involves federal funding and as such 'Buy America' applies to all steel products within the contract. The District also acknowledges that as a federally funded project, there are DBE goals and training requirements related to the overall contract, which will be administered by the City.

- b. Bid Process. The District shall participate in the bid process as follows:
 - i. Accept or reject bids on bid items associated with the District Work. Those bid items include the items identified on a separate Bid Schedule.
 - ii. Within ten (10) days of receiving the bid tabulation from the City, the District shall notify the City in writing that the District either agrees to proceed with the District Work, or the District chooses to complete its work on its own as part of a separate Project.
- c. Construction. The District shall reimburse the City for the City's actual costs for construction of the District Work based upon:
 - i. Contractor's bid prices for the District Work, the actual quantities of work installed, and the final actual costs of construction. The District engineer's estimate for the District Work, excluding sales tax, is approximately **\$580,125**.
 - ii. All Washington State Sales tax associated with the District's work.
- d. Construction Management: The District shall reimburse the City for the District's prorated share of the City's outside costs for construction engineering and management of the project.

The District's prorated share of administration, design, construction engineering and management cost shall be determined in Section 6 Item C of this Agreement.

- e. Construction Engineering and Inspection: The District shall provide its own Construction Engineering and Inspection during construction of the District Work. The District inspector shall coordinate directly with the City's Inspector during the project construction. The District inspector will have the responsibility for inspection and approval of the District's work and that the contractor employed by the City will be directed to comply with the District's requirements by the City's engineer or designee in accordance with plans and

specifications approved by the District. The District's inspector shall immediately notify the City, verbally and in writing, of any disapproval of said work and provide said notification prior to progress payment for said work to the Contractor. The District's Construction Inspector will provide copies of all daily field reports to the City's Construction Manager.

- f. Construction Claims: If claim(s) are filed on the project that are directly related to the District Work ("Claim"), the District shall reimburse the City for the City's actual expenses to respond to said Claim, including the City's outside costs for construction engineering and management, if any, and City administration support.
- B. The District shall respond promptly to information requests submitted by the City or its agents regarding the District Work.
 - C. Upon satisfactory completion of the District Work, the District shall provide written acceptance of the District Work to the City.
 - D. The District will include, as part of its Bid Schedule, the installation of a 1-inch diameter meter service for the City's irrigation system.
 - E. The District may abandon the existing 12" AC water main in place provided the line is drained, filled with CDF to prevent collapse, and capped. Cost of handling and proper disposal of any AC waterline disturbed by the District or the City shall be the District's responsibility.
 - F. If the District decides to reject the bid for the District's bid items, then the District acknowledges that construction of the District Work may be processed under a separate contract by the District. The District acknowledges that the construction of the District Work under a separate contract could cause delay and/or increase the cost of the City's project. If the District elects to proceed with the District Work, District shall require its contractor to coordinate all District work within the Project work area with the City contractor and with any contractors or work crews from other utilities and to not unreasonably interfere with or delay the City contractor or the work by other utilities. If the District chooses to forgo a separate contract, the District realizes that said construction and replacement will not be allowed by the City for a period of at least 5 years from the date of acceptance of the City's project physical completion.

Section 5. Obligations of the City.

- A. The City shall incorporate the design of the District's water utility work into the construction plans, specifications, and contract documents for the Project provided said plans, specifications and documents are prepared in similar format to the Project's contract documents. The District's work will be under a separate bid

schedule in order to provide a clear identification of the cost allocations between the District Work and the City's Project work.

- B. The City shall assume responsibility for constructing the District's water utility work in accordance with the plans, specifications, and contract documents, including but not limited to securing all necessary consultants, contractors, and subcontractors. All construction contracts shall be procured through a formal competitive bidding process consistent with applicable State and/or Federal laws as may be applicable. The City shall have sole authority to award and manage the construction contract per the terms of this agreement.
- C. The City shall submit to the District written invoices for payment in accordance with Section 6. The City shall include copies of invoices or other documentation from consultants and/or contractors, clearly indicating the District's portion of the invoices.
- D. The City shall assume lead agency status and responsibility for applying for and obtaining any and all regulatory permits necessary to complete the Project, including but not limited to right-of-way permits, NPDES permits, and SEPA approvals.
- E. The City shall provide District personnel access to the Project's construction area for purposes of inspecting, monitoring, approving or disapproving the progress of work performed on the District's water utility work. The City shall notify a District representative of all construction meetings and shall allow the District representative to participate in all construction meetings.
- F. The City shall respond promptly to information requests submitted by the District or its agents regarding the Project.
- G. The City will monetarily compensate the District for all installation and connection fees and charges for the irrigation service and meter.
- H. The City shall require the contractor constructing the Project to have the District, its elected and appointed officers, agents and employees named as an additional insured on all policies of insurance to be maintained by contractor(s) under the terms of any Project contract(s), with the City contractor building the Project required to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation. The Contractor shall provide the City with either a certified copy of all policies with endorsements attached or a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications. The City shall provide the District with copies of all such policies and documents upon receipt of same by the City.

The City shall require the contractor building the Project to indemnify, defend, and save harmless the District and its elected and appointed officers, agents, or employees from any claim, damage, action, liability of proceeding brought or filed against the

District or its officers, agents or employees alleging damage or injury arising out of the contractor's participation in the Project. The Contractor shall also be required to waive the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as to the District solely for the purposes of the indemnification.

The City shall require the contractor to be responsible for compliance with all applicable federal, state and local statutes, regulations and ordinances regarding safety.

Section 6. Payment Schedule. The Parties agree to the following billing and payment schedule:

- A. For construction contract costs incurred by the City for the District's utility work on the Project, the City shall submit invoices to the District for the District's share of said expense for the District Work. Said invoices shall contain a reasonably detailed explanation of the methodology utilized by the City in determining the District's share of each expense. To the extent reasonably possible, the City shall document and tabulate separately the actual quantities of work installed to clearly identify the District's portion of the Project construction cost for the District Work. Final adjustment of prorated costs shall be delivered to the District within thirty (30) days of project close out.
- B. Within thirty (30) days of receiving any invoice pursuant to subsection 6.A, the District shall tender payment to the City in the form of a check, money order or other certified funds for the invoiced amount, except as to any disputed amounts.
- C. The cost incurred by the City for administration, design review, bid document preparation and construction engineering and management costs incurred by the City for the District's utility work on the Project has been pre-determined to be **\$60,000**. The District shall tender payment to the City in the form of a check, money order, or other certified funds in this amount within thirty (30) days of execution of the Construction Contract with the Contractor.
- D. The City shall compensate the District for all connection and installation costs associated with the 1-inch irrigation meter and service. The connection charges shall be the fees and charges as adopted by the District policy at the time irrigation service is requested. Service installation charges shall be actual charges as determined by the project Bid Schedule or, in the event the District rejects the Bid, by direct installation charges as adopted by the District. The current connection charges at the time of this Agreement is \$5,772 for 1-inch meter plus applicable service installation charges.
- E. In the event that the Parties disagree regarding the District's share of any expense incurred by the City regarding the Project, the Parties may agree to submit the question for resolution in accordance with the mediation/arbitration clause contained herein.

Section 7. (reserved)

Section 8. Change Orders and Authorization of Cost Overruns:

- A. Change Orders. The District shall have the right to approve or reject change orders relating to the District Work. The City shall have the right to approve or reject change orders relating to the City's work. The Parties shall mutually accept or reject change orders relating to joint work. Any dispute between the Parties as to proportional payment for joint element change orders shall be resolved pursuant to the mediation/arbitration clause contained herein.
- B. Cost Overruns. The City is authorized on behalf of the District to negotiate and approve all unit price over-runs in bid quantities and change orders related to the installation of the District Work. The District also authorizes the expenditure by the City of a contingency of up to 10% of the contractor's total price for the District's bid items for over-runs in bid quantities and change orders associated with the installation of the District Work. For any quantity overruns that cause the cost of the District's water line installation to exceed the authorized 10% contingency amount, the City will notify the District in writing requesting a letter of concurrence allowing the City to exceed the 10% contingency before proceeding with the work. The letter will include an explanation of the changed conditions necessitating exceeding the previously approved contingency. A letter of concurrence shall be provided to the City within a reasonable time frame so as to not cause a Project delay. If there is a potential delay due to extra work or a change order, the City will indicate in this notification to the District along with a time for response required from the District. The City will include a progress schedule and any change orders for the District Work with the District's monthly invoice. In any event and even without a letter of concurrence from the District, the City is authorized to take any reasonable action and to expend any reasonable amount of money to assure that the District's water line work will not interfere or delay the timely completion of the project. Any disputes as to the reasonableness of the City's actions or expenditures for the water line installation and related work will be resolved as set forth in Section 12 below.

Section 9. Ownership and Disposition of Property. The District Work pursuant to this Agreement shall become and remain the exclusive property of the District upon completion. All other work constructed under the Project shall become and remain the exclusive property of the City upon completion. The City will forward or assign to the District any guarantee or warranty furnished as a normal trade practice in connection with the purchase of any equipment, materials, or items used in the construction of the Project. The City shall submit redline drawings to the District upon completion of the Project for District review and approval. The City's contractor shall warrant the workmanship and materials utilized in the District Work to be free from defects for a period of one (1) year from the date of final completion of the City's Project, provided the

District shall retain any rights, claims or demands the District may have against the City's contractor relating to the District Work under applicable statutes of limitation.

Section 10. Administration; No Separate Entity Created. The City of Des Moines Planning, Building, Public Works Director, or his/her designee, shall serve as the City's administrator of this Agreement. The District General Manager, or his/her designee, shall serve as the District's administrator of this Agreement. No separate legal entity is formed by this Agreement.

Section 11. Release, Indemnification and Hold Harmless Agreement. Each Party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own agents, employees, representatives, contractors or subcontractors, to the fullest extent required by laws of the State of Washington. Each Party agrees to protect, indemnify and save the other Party harmless from and against any and all such liability for injury or damage to the other party or the other Party's property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by its own fault or that of its agents, employees, representatives, contractors or subcontractors.

The City specifically promises to indemnify the District against claims or suits brought under Title 51 RCW by its own employees, contractors, or subcontractors, and waives any immunity that the City may have under that title with respect to, but only to, the limited extent necessary to indemnify the District. The City shall also indemnify and hold the District harmless from any wage, overtime or benefit claim of any City employee, agent, representative, contractor, or subcontractor performing services under this Agreement. The City further agrees to fully indemnify the District from and against any and all costs of defending any such claim or demand to the end that the District is held harmless therefrom.

The District specifically promises to indemnify the City against claims or suits brought under Title 51 RCW by its own employees, contractors, or subcontractors, and waives any immunity that the District may have under that title with respect to, but only to, the limited extent necessary to indemnify the City. The District shall also indemnify and hold the City harmless from any wage, overtime or benefit claim of any District employee, agent, representative, contractor, or subcontractor performing services under this Agreement. The District further agrees to fully indemnify the City from and against any and all costs of defending any such claim or demand to the end that the City is held harmless therefrom.

Section 12. 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 before a mutually agreed alternative dispute resolution entity or by mediation administered under the American Arbitration Association's Commercial or Construction 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 binding arbitration which shall be conducted under mutually agreed rules, or under the American Arbitration Association's Commercial or Construction Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through appointment pursuant to the rules of 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.

Section 13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County Superior Court.

Section 14. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the District and any employee, agent, representative or contractor of the City, or between the City and any employee, agent, representative or contractor of the District.

Section 15. No Third Party Rights. This Agreement is intended for the sole and exclusive benefit of the parties hereto and no third party rights are created by this Agreement.

Section 16. Notices. Notices to the City shall be sent to the following address:

**City of Des Moines
City Transportation Engineer
21650 11th Avenue So.
Des Moines, WA 98198**

Notices to the District shall be sent to the following address:

**Highline Water District
General Manager
23828 30th Ave S
Kent, WA 98032**

Section 17. Duty to File Agreement With County Auditor. The City shall, after this Agreement is executed by both Parties, file this Agreement with the King County Auditor.

Section 18. Integration/Entire Agreement. This document constitutes the entire embodiment of the Agreement between the Parties, and, unless modified in writing by an amendment to this Interlocal Agreement signed by the Parties hereto, shall be implemented as described above. This Agreement supersedes any oral representations that are inconsistent with or modify its terms and conditions.

Section 19. Non-Waiver. Waiver by any Party of any of the provisions contained within this Agreement, including but not limited to any performance deadline, shall not be construed as a waiver of any other provisions.

Section 20. Amendment. This Agreement may be amended only upon consent of all Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.

Section 21. Severability. If any provision of this Agreement shall be held invalid, the remainder of this agreement shall not be affected thereby.

Section 22. Counterparts. This Agreement shall be effective whether signed by all Parties on the same document or whether signed in counterparts.

Reviewed and approved as authorized by motion of the City of Des Moines City Council on the _____ day of _____, 2013.

CITY OF DES MOINES

By: _____
Anthony A. Piasecki, City Manager
By Direction of the Des Moines City
Council in Open Public Meeting on June 6,
2013
Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Des Moines City Attorney

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Reviewed and approved as authorized by motion of the Highline Water District Board of Commissioners on the _____ day of _____, 2013.

By: _____
Matt Everett, General Manager

Date: _____

STATE OF WASHINGTON)

COUNTY OF KING)

On this day, personally appeared before me _____, the _____ of Highline Water District and stated that he/she is authorized to sign this instrument on behalf of said District for the uses and purposes therein mentioned.

SUBSCRIBED AND SORN TO before me this _____ day of _____, 2013.

NOTARY

Print Name

My commission expires: _____

AGENDA ITEM

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

SUBJECT: Request to Set Date for Public Hearing for Vacation of Public Right-of-Way within City of Des Moines known as 15th Ave S and alley east thereof between S. 222nd St. and S. 223rd St.

FOR AGENDA OF: June 6, 2013

DEPT. OF ORIGIN: PBPW

DATE SUBMITTED: May 29, 2013

ATTACHMENTS:

- 1. Draft Resoulution No. 12-086

CLEARANCES:

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

**APPROVED BY CITY MANAGER
FOR SUBMITTAL** [Signature]

Purpose and Recommendation

The purpose of this item is to set a public hearing date in compliance with DMMC 12.12.040 and RCW 35.79.010 to consider a street vacation application request involving public right of way within the City of Des Moines. Administration recommends the City Council approve Draft Resolution 12-086 which sets a public hearing on July 11, 2013, for the subject street vacation request. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to adopt Draft Resolution No. 12-086 setting a public hearing on July 11, 2013, for a street vacation request relating to public right of way within the City of Des Moines."

Background

Gerald and Miriam Andrus filed application materials with the City of Des Moines requesting vacation of portions of public right of way within an area known as the east half of 15th Avenue South and the alley east thereof, between South 222nd Street and South 223rd Street. The area to be vacated is identified in Exhibit A to Attachment 1. The applicant requests the east 30 feet of the 60 feet of right of way within 15th Avenue South and the entire 20 feet of right of way within the alley to the east. The

Andrus' intend to pursue a lot line adjustment on their adjacent properties to include the portions of the right of way proposed for vacation.

The area requested to be vacated is currently public right of way. There are public utilities within the right of way including Midway Sewer and PSE. Utilities that were contacted and are not affected are: Water District #54, Highline Water District, AT&T, Comcast, Qwest, Southwest Suburban Sewer District, Lakehaven Utility, and City of Des Moines Surface Water.

Alternatives

The City Council may:

1. Adopt the draft resolution as written.
2. Adopt the draft resolution with amendments by the City Council.

Financial Impact

This agenda item establishes a hearing date and time for consideration of the Andrus petition for a public right-of-way vacation. No financial impact is foreseen by setting the public hearing.

Recommendation or Conclusion

It is recommended that the City Council set a hearing date by approving the recommended motion as part of the consent calendar.

Concurrence

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

CITY ATTORNEY'S FIRST DRAFT 05/29/2013

DRAFT RESOLUTION NO. 12-086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider vacation of several segments of public rights-of-way in the City of Des Moines.

WHEREAS, the City Council is considering vacation of portions of public rights-of-way known as the east half of 15th Avenue South and the alley east thereof, between South 222nd Street and South 223rd Street located in the City of Des Moines as shown on Exhibit "A", attached hereto and incorporated by reference, by the petition method, and

WHEREAS, the provisions of RCW 35.79.010 authorize the City Council to fix a time for a public hearing in order to receive public comment regarding this proposal; now therefore,

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

The matter of the vacation of the following described portions of public rights-of-way in the City of Des Moines is set for a public hearing before the City Council on Thursday, July 11, 2013 at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue So., Suite B, Des Moines, Washington:

The east half of 15th Avenue South and the alley east thereof, between South 222nd Street and South 223rd Street located in the City of Des Moines as shown on Exhibit "A", attached hereto.

ADOPTED BY the City Council of the City of Des Moines, Washington this 6th day of June, 2013 and signed in authentication thereof this 6th day of June, 2013.

M A Y O R

APPROVED AS TO FORM:

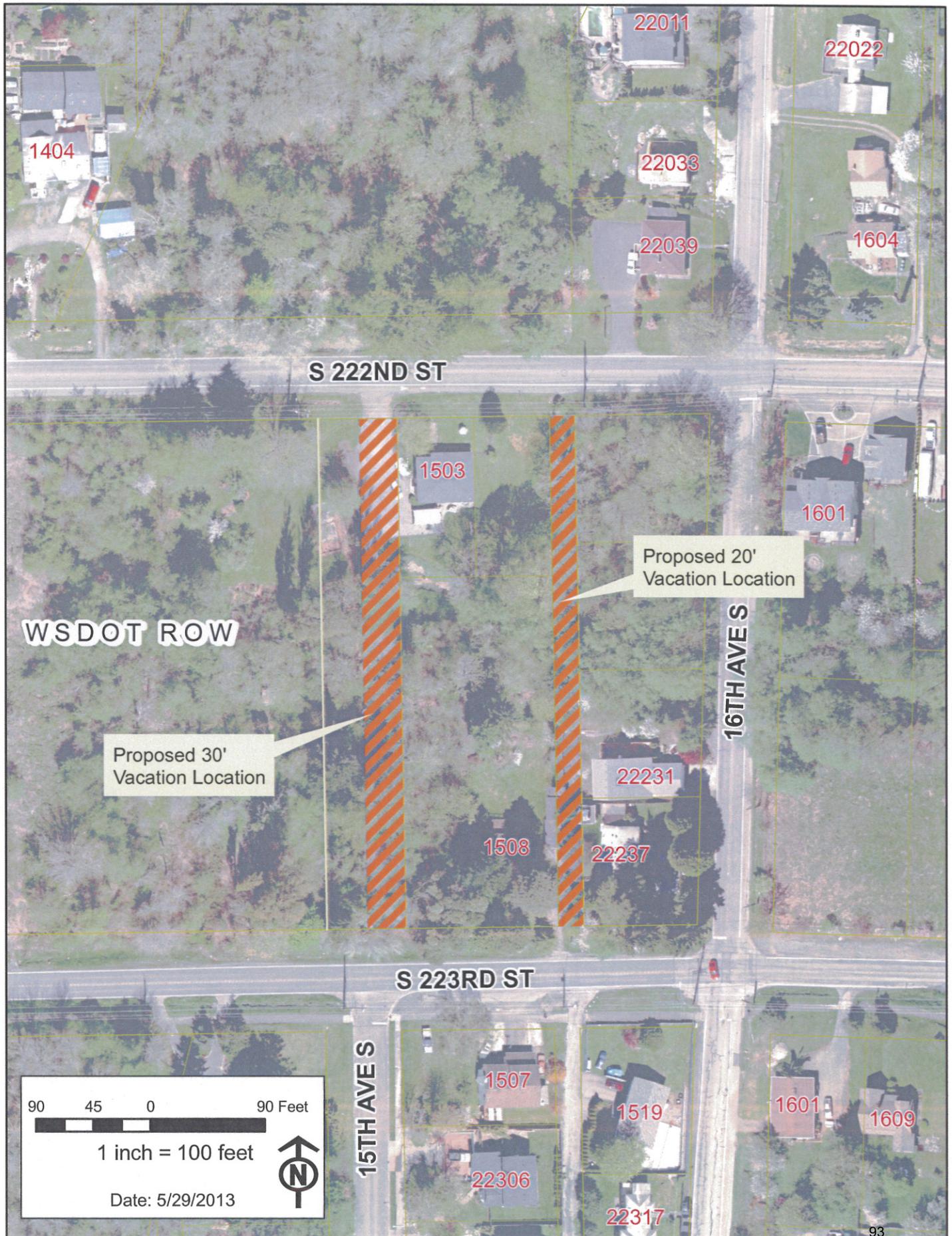
City Attorney

Draft Resolution No. 07-223
Page 2 of 2

ATTEST:

City Clerk

Exhibit A



A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Resolution Supporting the State's 2013
Transportation Investment Package

FOR AGENDA OF: June 6, 2013

DEPT. OF ORIGIN: PBPW

ATTACHMENTS:

1. Draft Resolution No. 13-126
2. AWC Fact Sheet: "Transportation Revenue Package 2013"
3. Projected gas tax distribution to cities
4. Detailed summary of proposed revenues, expenditures, and projects in the package.

DATE SUBMITTED: May 30, 2013

CLEARANCES:

- Legal PS
 Finance N/A
 Marina N/A
 Parks, Recreation & Senior Services N/A
 Planning, Bldg & Public Works DJB
 Police N/A
 Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL AS

Purpose and Recommendation

The purpose of this agenda is for City Council to consider a resolution supporting the 2013 State Transportation Investment Package, which provides funding to complete improvements to State Route 509; provides a direct gas tax distribution that will provide new funding for Des Moines; provides new local funding options; and provides additional investments to various state transportation grant programs. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion: "I move to approve Draft Resolution 13-126 expressing the City's support for the State's 2013 Transportation Investment Package."

Background and Discussion

Draft Resolution 12-126 (Attachment 1) expresses the City of Des Moines support for a 12-year, \$9.5 billion Transportation Investment Package that is currently being considered by the State Legislature. Governor Inslee has prioritized action on transportation investments in calling the Special Session of the Legislature which began on May 13. An Associate of Washington City's (AWC) Fact Sheet on the Transportation Revenue Package is provided as Attachment 2.

The package includes funding for the completion of the SR 509 project in Des Moines and SeaTac, along with funding for transit and other highway investments. The proposal also increases the gas tax by 10 cents (five cents in the first year, three cents the second year and two cents in the third year) and distributes one cent of that to cities and counties (1/2 cent each). If passed, Des Moines would receive about \$40,000 in 2014, \$80,000 in 2015, and just over \$100,000 annually for the next ten years after that, totaling about \$1,185,000 over the 12 years. (Refer to Attachment 3).

A detailed summary of proposed revenues, expenditures, and projects in the package is provided as Attachment 4. Two specific projects are identified within Des Moines. One would provide \$150,000 for sidewalks at SR 99 and SR 516, and the other would provide \$500,000 for the Transportation Gateway Project improvements on 24th Avenue South.

Many cities across the State have passed similar resolutions, including SeaTac, Kent, Auburn, Renton, and Tukwila. AWC is encouraging cities to share these resolutions with State Legislators.

Alternatives

Council may decide not to adopt the draft resolution or adopt a revised resolution.

Financial Impact

There will be no direct financial impact of the Council's action adopting the draft resolution.

Recommendation or Conclusion

Staff requests that the Council adopt a resolution in support of the State's 2013 Transportation Investment Package.

Concurrence

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

CITY ATTORNEY'S FIRST DRAFT 05/29/2013

DRAFT RESOLUTION NO. 13-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, strongly supporting the 2013 State Transportation Investment Package.

WHEREAS, a healthy transportation system is a critical foundation of our state and local economies and our quality of life, as well as our global position as the nation's most trade-dependent state; and

WHEREAS, Washington State's transportation system is suffering disrepair, with a backlog of maintenance and preservation needs, and data showing that without any new investments more than half the pavement on our State roads and highways will be in poor condition by 2023; and

WHEREAS, failing roads and bridges, congested highway corridors, and bottlenecked interchanges undermine the mobility of vehicles, buses, and freight carriers to transport people and goods; and

WHEREAS, the Connecting Washington Task Force released a report early in 2012 identifying \$50 billion in unfunded transportation needs and recommending an investment of \$21 billion in State funding during the next ten years for maintenance, preservation, and strategic investments; and

WHEREAS, investing in maintaining and upgrading our transportation system is a positive step the Legislature can take to catalyze construction jobs, enhance freight mobility for our ports, and create a pathway for retaining and growing new jobs for key industry sectors; and

WHEREAS, through **SHB 1954, SHB 1955** and related bills, the 2013 Washington State Legislature is considering a 12-year, \$9.5 billion package of transportation infrastructure investments; and

WHEREAS, this package provides critical funding for key highway corridor projects throughout the State, including significant funding to complete improvements to the portion of State Route 509 that runs through the City of Des Moines; and

Resolution No. 13-126

Page 2 of 3

WHEREAS, the City of Des Moines has spent approximately \$10 million and plans to spend another \$10 million completing the City's Transportation Gateway Project in anticipation and support of the State Route 509 improvements, and

WHEREAS, the transportation package also provides a direct gas tax distribution that will provide new funding each year for Des Moines to maintain local roadways and arterials and to leverage existing funding; and

WHEREAS, the package also includes local transportation financing options that cities and counties can submit to their voters for transportation improvements in their communities; and

WHEREAS, the transportation package additionally invests in grant programs that are vital for cities and counties, including the Transportation Investment Board (TIB), the Freight Mobility Strategic Investment Board (FMSIB), "Complete Streets", Safe Routes to Schools, and Bicycle-Pedestrian Safety; and

WHEREAS, the package also includes direct funding allocations for transit agencies, including King County METRO, that would otherwise have to make drastic cuts in routes which carry people to work sites and serve local; and

WHEREAS, the City of Des Moines strongly encourages the Washington State Legislature to enact a balanced transportation investment package, in Olympia, during the Special Session to create jobs, relieve congestion, support our businesses, and maintain our quality of life.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

Sec. 1. The Des Moines City Council takes an official position in strong support of a comprehensive transportation investment package, including direct funding and funding option for local governments.

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Resolution No. 13-126

Page 3 of 3

Sec. 2. The Des Moines City Council strongly encourages lawmakers to approve and enact this package in Olympia.

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

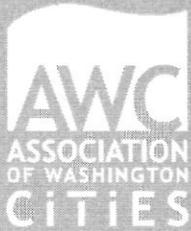
APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

5/29/13 3:41 PM



Transportation Revenue Package 2013

In early 2012, the Connecting Washington Task Force, convened by Governor Gregoire, released a report identifying \$50 billion in transportation needs and recommended "an investment of \$21 billion in state funding during the next ten years to preserve the transportation system and make strategic investments in the corridors that hold the key to job creation and economic growth."

The last state investments made in transportation were the "Nickel" package in 2003 and the Transportation Partnership Act in 2005. Many of those projects are complete, or close to complete, and were debt-financed over a 25-year period. This means the only way to continue building and maintaining transportation systems in this state is through new funding.

Maintain what we have

We have a critical backlog of highway maintenance and preservation needs. By 2023, without any new investments, more than half of the pavement on our state roads and highways will be in poor or very poor condition and only 11 percent will be in good or very good condition.

Local streets are deteriorating as well. With tight budgets, many cities have made the difficult decision to defer street maintenance in order to maintain funding for other core services such as public safety.

Protect jobs and our economy

Improving and maintaining streets, highways and bridges is crucial for moving people and freight and for ensuring our economic future. We must make targeted investments along our State's major freight corridors.

Support transit

Across Washington State, over 217 million passenger trips are provided annually on buses, paratransit, vanpools, and light and commuter rail. Yet as demand grows transit funding has been severely affected by the downturn in the economy.

Proposed solution

The Connecting Washington package (HB 1954/HB 1955) proposed by House Transportation Chair Judy Clibborn would make a significant down payment on the problem. The \$9.5 billion, 12-year package would make key investments in maintenance and preservation of our roads, provide funding for key projects to improve freight mobility and relieve

traffic congestion, and provide direct funding and funding options to local governments to protect transit service, maintain and improve local roads, and make critical safety improvements to bicycle and pedestrian facilities.

Of particular interest to cities

Along with the projects important to many cities, several parts of the proposal could provide additional transportation dollars directly to cities or transit providers that serve cities.

The proposal increases the gas tax by 10 cents (five cents in the first year, three cents the second year and two cents in the third year) and distributes one cent of that to cities and counties (1/2 cent each). To see a projection of how much your city would receive, click [here](#).

The proposal includes authority for transportation benefit districts (TBDs) to increase the motor vehicle fee up to \$40 councilmanically. (To learn more about TBDs, click [here](#)).

Also included are new funding options for some of the hardest hit transit systems including up to 0.3% sales tax increase, upon approval of voters, for Community Transit (Snohomish County), and up to 1.5% MVET, upon approval of voters, for King County Metro.

New funding for a "Complete Streets" grant program, which would provide grants aimed at construction projects that improve mobility for all users, including transit riders, cyclists, pedestrians and motorists.

Additional funding for the Safe Routes to Schools program is included. Many cities use these grants to improve sidewalks and other facilities near local schools.

New funding for a specific list of bicycle/pedestrian safety projects as well as a bicycle/pedestrian project grant program is included.

The package does include continued funding, but no new additional revenues, for the Transportation Improvement Board and the Freight Mobility Strategic Investment Board.

For a detailed summary of proposed revenues and expenditures as well as project lists click [here](#).

AWC contacts

Alison Hellberg, alisonh@awcnet.org
Dave Catterson, davec@awcnet.org

County	City	Gas tax revenue projections - SHB 1954 - 5 cents first year, 3 cents next year, 2 cents third year												
		2012 Population Estimate	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Grays Harbor	Aberdeen	16,890	\$ 22,714	\$ 45,748	\$ 61,085	\$ 61,019	\$ 60,857	\$ 60,672	\$ 60,525	\$ 60,411	\$ 60,315	\$ 60,303	\$ 60,303	\$ 673,758
Spokane	Airway Heights	7,780	\$ 10,463	\$ 21,073	\$ 27,186	\$ 28,107	\$ 28,032	\$ 27,947	\$ 27,860	\$ 27,827	\$ 27,783	\$ 27,777	\$ 27,777	\$ 310,351
Whitman	Albion	545	\$ 733	\$ 1,476	\$ 1,904	\$ 1,971	\$ 1,969	\$ 1,964	\$ 1,953	\$ 1,949	\$ 1,946	\$ 1,946	\$ 1,946	\$ 21,741
King	Alma	3,070	\$ 4,129	\$ 8,315	\$ 10,728	\$ 11,104	\$ 11,091	\$ 11,062	\$ 11,028	\$ 11,001	\$ 10,981	\$ 10,963	\$ 10,961	\$ 122,465
Lincoln	Almira	285	\$ 383	\$ 772	\$ 986	\$ 1,031	\$ 1,030	\$ 1,027	\$ 1,024	\$ 1,021	\$ 1,019	\$ 1,018	\$ 1,018	\$ 11,369
Spokane	Anacortes	15,860	\$ 21,463	\$ 43,229	\$ 55,770	\$ 57,725	\$ 57,658	\$ 57,506	\$ 57,331	\$ 57,192	\$ 57,085	\$ 56,994	\$ 56,983	\$ 636,659
Spokane	Arifington	17,970	\$ 24,166	\$ 48,073	\$ 62,794	\$ 64,985	\$ 64,920	\$ 64,841	\$ 64,751	\$ 64,639	\$ 64,524	\$ 64,428	\$ 64,428	\$ 716,840
King	Asotin	1,255	\$ 1,688	\$ 3,389	\$ 4,385	\$ 4,539	\$ 4,534	\$ 4,522	\$ 4,508	\$ 4,497	\$ 4,489	\$ 4,482	\$ 4,481	\$ 50,063
Spokane	Auburn	71,240	\$ 95,805	\$ 192,960	\$ 248,939	\$ 257,665	\$ 257,665	\$ 256,668	\$ 255,907	\$ 255,288	\$ 254,808	\$ 254,401	\$ 254,353	\$ 2,841,830
Spokane	Bainbridge Island	23,090	\$ 31,052	\$ 62,541	\$ 80,685	\$ 83,513	\$ 83,417	\$ 83,197	\$ 82,943	\$ 82,743	\$ 82,587	\$ 82,455	\$ 82,440	\$ 921,802
Clark	Battle Ground	17,920	\$ 24,099	\$ 48,538	\$ 62,619	\$ 64,814	\$ 64,739	\$ 64,568	\$ 64,372	\$ 64,216	\$ 64,095	\$ 63,993	\$ 63,981	\$ 714,846
King	Beaux Arts Village	300	\$ 403	\$ 813	\$ 1,048	\$ 1,085	\$ 1,084	\$ 1,081	\$ 1,078	\$ 1,075	\$ 1,073	\$ 1,071	\$ 1,071	\$ 11,967
King	Bellevue	124,600	\$ 167,564	\$ 337,491	\$ 435,398	\$ 450,661	\$ 450,139	\$ 448,952	\$ 447,565	\$ 446,503	\$ 445,663	\$ 444,952	\$ 444,868	\$ 4,970,410
Whatcom	Bellingham	81,360	\$ 109,414	\$ 220,371	\$ 284,320	\$ 294,250	\$ 293,927	\$ 293,152	\$ 292,259	\$ 291,553	\$ 291,005	\$ 290,540	\$ 290,485	\$ 3,245,526
King	Benton	3,295	\$ 4,431	\$ 8,925	\$ 11,514	\$ 11,917	\$ 11,918	\$ 11,912	\$ 11,836	\$ 11,808	\$ 11,785	\$ 11,767	\$ 11,764	\$ 131,441
Benton	Benton City	730	\$ 982	\$ 1,977	\$ 2,551	\$ 2,640	\$ 2,637	\$ 2,630	\$ 2,622	\$ 2,616	\$ 2,611	\$ 2,607	\$ 2,606	\$ 29,120
King	Black Diamond	4,170	\$ 5,608	\$ 11,295	\$ 14,572	\$ 15,081	\$ 15,065	\$ 15,025	\$ 14,979	\$ 14,943	\$ 14,915	\$ 14,891	\$ 14,888	\$ 166,345
King	Blaine	4,760	\$ 6,401	\$ 12,803	\$ 16,633	\$ 17,215	\$ 17,196	\$ 17,151	\$ 17,089	\$ 17,057	\$ 17,025	\$ 16,988	\$ 16,985	\$ 189,881
Whatcom	Blount	17,700	\$ 23,844	\$ 48,033	\$ 61,955	\$ 64,123	\$ 64,053	\$ 63,884	\$ 63,689	\$ 63,535	\$ 63,416	\$ 63,315	\$ 63,303	\$ 707,266
Pierce	Bonney Lake	34,000	\$ 45,724	\$ 92,082	\$ 118,808	\$ 122,966	\$ 122,973	\$ 122,831	\$ 122,507	\$ 122,134	\$ 121,839	\$ 121,610	\$ 121,392	\$ 1,356,292
King	Bothell	39,650	\$ 53,522	\$ 107,396	\$ 138,552	\$ 143,400	\$ 143,409	\$ 143,242	\$ 142,865	\$ 142,430	\$ 142,085	\$ 141,818	\$ 141,592	\$ 1,581,676
Okanogan	Bremerton	2,355	\$ 3,167	\$ 6,379	\$ 8,229	\$ 8,517	\$ 8,518	\$ 8,508	\$ 8,485	\$ 8,460	\$ 8,439	\$ 8,423	\$ 8,410	\$ 93,943
Okanogan	Brewster	2,415	\$ 3,248	\$ 6,541	\$ 8,439	\$ 8,734	\$ 8,725	\$ 8,702	\$ 8,675	\$ 8,654	\$ 8,638	\$ 8,624	\$ 8,622	\$ 96,337
Douglas	Bridgeport	6,155	\$ 8,277	\$ 16,671	\$ 21,508	\$ 22,260	\$ 22,262	\$ 22,236	\$ 22,177	\$ 22,110	\$ 22,056	\$ 22,015	\$ 21,980	\$ 245,529
Spokane	Brier	4,365	\$ 5,870	\$ 11,823	\$ 15,253	\$ 15,787	\$ 15,788	\$ 15,769	\$ 15,728	\$ 15,680	\$ 15,642	\$ 15,613	\$ 15,588	\$ 174,124
Pierce	Buckley	560	\$ 753	\$ 1,517	\$ 1,957	\$ 2,025	\$ 2,023	\$ 2,018	\$ 2,012	\$ 2,007	\$ 2,003	\$ 2,000	\$ 2,000	\$ 22,339
Thurston	Bucoda	47,730	\$ 64,188	\$ 129,281	\$ 166,786	\$ 172,622	\$ 172,633	\$ 172,433	\$ 171,978	\$ 171,455	\$ 170,718	\$ 170,448	\$ 170,414	\$ 1,903,994
King	Burien	8,435	\$ 11,344	\$ 22,847	\$ 29,475	\$ 30,508	\$ 30,473	\$ 30,300	\$ 30,227	\$ 30,170	\$ 30,122	\$ 30,116	\$ 30,116	\$ 336,480
Skagit	Burlington	20,020	\$ 26,923	\$ 54,226	\$ 69,957	\$ 72,405	\$ 72,410	\$ 72,326	\$ 72,135	\$ 71,915	\$ 71,741	\$ 71,607	\$ 71,492	\$ 798,617
Clark	Camas	610	\$ 820	\$ 1,652	\$ 2,132	\$ 2,206	\$ 2,206	\$ 2,204	\$ 2,198	\$ 2,186	\$ 2,182	\$ 2,178	\$ 2,178	\$ 24,333
Pierce	Carbonado	1,785	\$ 2,401	\$ 4,835	\$ 6,237	\$ 6,456	\$ 6,456	\$ 6,449	\$ 6,432	\$ 6,412	\$ 6,397	\$ 6,385	\$ 6,374	\$ 71,205
King	Carnation	3,075	\$ 4,135	\$ 8,329	\$ 10,745	\$ 11,122	\$ 11,109	\$ 11,089	\$ 11,060	\$ 11,019	\$ 10,989	\$ 10,981	\$ 10,979	\$ 122,665
Chelan	Cashmere	2,135	\$ 2,871	\$ 5,783	\$ 7,460	\$ 7,722	\$ 7,722	\$ 7,713	\$ 7,693	\$ 7,669	\$ 7,651	\$ 7,636	\$ 7,624	\$ 85,167
Cowlitz	Castle Rock	525	\$ 706	\$ 1,422	\$ 1,855	\$ 1,899	\$ 1,899	\$ 1,897	\$ 1,892	\$ 1,886	\$ 1,881	\$ 1,878	\$ 1,874	\$ 20,943
Wahkiakum	Cathlamet	16,670	\$ 22,418	\$ 45,152	\$ 58,251	\$ 60,289	\$ 60,293	\$ 60,263	\$ 60,064	\$ 59,882	\$ 59,737	\$ 59,624	\$ 59,518	\$ 664,982
Lewis	Centralia	7,945	\$ 9,878	\$ 19,885	\$ 25,666	\$ 26,584	\$ 26,566	\$ 26,535	\$ 26,465	\$ 26,385	\$ 26,321	\$ 26,271	\$ 26,229	\$ 292,999
Lewis	Chenails	3,940	\$ 5,299	\$ 10,672	\$ 13,768	\$ 14,250	\$ 14,250	\$ 14,234	\$ 14,196	\$ 14,153	\$ 14,119	\$ 14,092	\$ 14,070	\$ 157,170
Chelan	Chelan	10,820	\$ 14,551	\$ 29,307	\$ 37,809	\$ 39,132	\$ 39,134	\$ 39,089	\$ 38,986	\$ 38,887	\$ 38,773	\$ 38,700	\$ 38,639	\$ 431,620
Spokane	Cheney	2,600	\$ 3,523	\$ 7,097	\$ 9,155	\$ 9,476	\$ 9,465	\$ 9,440	\$ 9,411	\$ 9,389	\$ 9,371	\$ 9,356	\$ 9,354	\$ 104,514
Stevens	Chewelah	7,209	\$ 9,689	\$ 19,515	\$ 25,177	\$ 26,058	\$ 26,060	\$ 26,029	\$ 25,961	\$ 25,882	\$ 25,819	\$ 25,729	\$ 25,724	\$ 287,414
Asotin	Clarkston	1,685	\$ 2,388	\$ 4,815	\$ 6,517	\$ 6,745	\$ 6,745	\$ 6,738	\$ 6,720	\$ 6,698	\$ 6,683	\$ 6,671	\$ 6,660	\$ 74,397
King	Clyde Hill	2,980	\$ 4,008	\$ 8,072	\$ 10,413	\$ 10,778	\$ 10,766	\$ 10,737	\$ 10,705	\$ 10,673	\$ 10,659	\$ 10,659	\$ 10,642	\$ 118,395
King	Collax	2,790	\$ 3,752	\$ 7,557	\$ 9,749	\$ 10,080	\$ 10,091	\$ 10,079	\$ 10,053	\$ 10,022	\$ 9,996	\$ 9,979	\$ 9,963	\$ 111,286
Whitman	College Place	8,945	\$ 11,895	\$ 23,958	\$ 30,908	\$ 31,989	\$ 31,991	\$ 31,954	\$ 31,870	\$ 31,773	\$ 31,696	\$ 31,636	\$ 31,586	\$ 352,835
Whitman	Colton	4,415	\$ 5,88	\$ 11,24	\$ 14,50	\$ 15,01	\$ 15,01	\$ 14,99	\$ 14,95	\$ 14,91	\$ 14,87	\$ 14,84	\$ 14,82	\$ 16,555
Stevens	Conville	4,695	\$ 6,314	\$ 12,717	\$ 16,406	\$ 16,980	\$ 16,981	\$ 16,962	\$ 16,917	\$ 16,865	\$ 16,824	\$ 16,793	\$ 16,766	\$ 187,288
Okanogan	Concouilly	215	\$ 289	\$ 582	\$ 751	\$ 778	\$ 778	\$ 777	\$ 775	\$ 772	\$ 770	\$ 769	\$ 768	\$ 8,577
Skagit	Concrete	715	\$ 962	\$ 1,937	\$ 2,488	\$ 2,586	\$ 2,586	\$ 2,582	\$ 2,568	\$ 2,552	\$ 2,552	\$ 2,553	\$ 2,553	\$ 28,522
Franklin	Connelly	5,320	\$ 7,154	\$ 14,410	\$ 18,580	\$ 19,242	\$ 19,242	\$ 19,219	\$ 19,169	\$ 19,110	\$ 19,064	\$ 19,028	\$ 18,998	\$ 212,220
Franklin	Cosmopolis	1,640	\$ 2,206	\$ 4,442	\$ 5,731	\$ 5,932	\$ 5,925	\$ 5,909	\$ 5,891	\$ 5,877	\$ 5,866	\$ 5,857	\$ 5,855	\$ 65,421
Grant	Coulee City	560	\$ 753	\$ 1,517	\$ 1,957	\$ 2,025	\$ 2,023	\$ 2,018	\$ 2,012	\$ 2,007	\$ 2,003	\$ 2,000	\$ 1,999	\$ 22,339
Spokane	Coulee Dam	1,100	\$ 1,479	\$ 2,979	\$ 3,844	\$ 3,978	\$ 3,974	\$ 3,963	\$ 3,951	\$ 3,942	\$ 3,934	\$ 3,928	\$ 3,927	\$ 43,880
Douglas	Coulee Walla	1,880	\$ 2,528	\$ 5,092	\$ 6,569	\$ 6,799	\$ 6,800	\$ 6,792	\$ 6,774	\$ 6,753	\$ 6,737	\$ 6,724	\$ 6,714	\$ 74,995
Island	Covington	17,760	\$ 23,884	\$ 48,105	\$ 62,600	\$ 64,232	\$ 64,236	\$ 64,161	\$ 63,992	\$ 63,797	\$ 63,643	\$ 63,422	\$ 63,410	\$ 708,463
King	Creston	235	\$ 316	\$ 637	\$ 821	\$ 850	\$ 849	\$ 847	\$ 844	\$ 842	\$ 841	\$ 839	\$ 839	\$ 9,374
Lincoln	Cusick	210	\$ 282	\$ 569	\$ 734	\$ 759	\$ 759	\$ 759	\$ 754	\$ 753	\$ 751	\$ 750	\$ 750	\$ 8,377
Pend Oreille	Cushman	1,345	\$ 1,809	\$ 3,643	\$ 4,700	\$ 4,864	\$ 4,865	\$ 4,859	\$ 4,846	\$ 4,831	\$ 4,820	\$ 4,811	\$ 4,803	\$ 53,653
Spokane	Darrington	1,700	\$ 2,327	\$ 4,686	\$ 6,045	\$ 6,257	\$ 6,257	\$ 6,250	\$ 6,233	\$ 6,214	\$ 6,199	\$ 6,188	\$ 6,178	\$ 69,011
Lincoln	Davenport	2,535	\$ 3,409	\$ 6,866	\$ 8,858	\$ 9,168	\$ 9,168	\$ 9,158	\$ 9,134	\$ 9,106	\$ 9,084	\$ 9,067	\$ 9,053	\$ 101,124
Columbia	Dayton	3,715	\$ 4,996	\$ 10,062	\$ 12,982	\$ 13,436	\$ 13,437	\$ 13,421	\$ 13,386	\$ 13,345	\$ 13,313	\$ 13,288	\$ 13,266	\$ 148,195
Spokane	Deer Park	29,700	\$ 39,941	\$ 80,445	\$ 103,783	\$ 107,414	\$ 107,421	\$ 107,266	\$ 107,013	\$ 106,688	\$ 106,430	\$ 106,230	\$ 106,080	\$ 1,184,761
King	Des Moines													

County	City	2012 Population Estimate	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	12 Year Total
Pierce	DuPont	8,640	\$ 1,619	\$ 23,402	\$ 30,191	\$ 31,248	\$ 31,250	\$ 31,213	\$ 31,131	\$ 31,036	\$ 30,951	\$ 30,903	\$ 30,854	\$ 30,848	\$ 341,658
King	Duval	6,900	\$ 9,279	\$ 16,688	\$ 24,111	\$ 28,955	\$ 29,956	\$ 29,927	\$ 24,862	\$ 24,786	\$ 24,766	\$ 24,680	\$ 24,640	\$ 24,630	\$ 275,247
Douglas	East Wenatchee	13,280	\$ 17,859	\$ 35,970	\$ 46,405	\$ 48,029	\$ 48,032	\$ 47,976	\$ 47,704	\$ 47,589	\$ 47,589	\$ 47,489	\$ 47,423	\$ 47,414	\$ 525,752
Pierce	Edinville	2,785	\$ 3,745	\$ 7,543	\$ 9,732	\$ 10,072	\$ 10,073	\$ 10,061	\$ 10,035	\$ 10,004	\$ 9,980	\$ 9,961	\$ 9,945	\$ 9,943	\$ 111,096
Pierce	Edgewood	9,425	\$ 12,675	\$ 25,528	\$ 32,934	\$ 34,089	\$ 34,089	\$ 34,049	\$ 33,960	\$ 33,856	\$ 33,774	\$ 33,711	\$ 33,657	\$ 33,651	\$ 375,972
Snohomish	Edmonds	39,800	\$ 53,524	\$ 107,802	\$ 139,076	\$ 143,942	\$ 143,951	\$ 143,784	\$ 143,405	\$ 142,969	\$ 142,623	\$ 142,355	\$ 142,128	\$ 142,101	\$ 1,587,659
Grant	Elm City	995	\$ 1,338	\$ 2,695	\$ 3,477	\$ 3,599	\$ 3,599	\$ 3,595	\$ 3,585	\$ 3,574	\$ 3,566	\$ 3,559	\$ 3,553	\$ 3,553	\$ 38,691
Kittitas	Ellensburg	18,320	\$ 24,637	\$ 49,921	\$ 64,017	\$ 66,257	\$ 66,261	\$ 66,184	\$ 66,010	\$ 65,809	\$ 65,649	\$ 65,526	\$ 65,422	\$ 65,409	\$ 730,802
Elma	Elma	3,110	\$ 4,192	\$ 8,424	\$ 10,867	\$ 11,248	\$ 11,248	\$ 11,235	\$ 11,206	\$ 11,172	\$ 11,145	\$ 11,124	\$ 11,106	\$ 11,104	\$ 124,061
Whitman	Elmer City	235	\$ 316	\$ 637	\$ 821	\$ 850	\$ 850	\$ 849	\$ 847	\$ 844	\$ 842	\$ 841	\$ 839	\$ 839	\$ 9,374
Whitman	Endicott	295	\$ 397	\$ 799	\$ 1,031	\$ 1,067	\$ 1,067	\$ 1,066	\$ 1,063	\$ 1,060	\$ 1,057	\$ 1,055	\$ 1,053	\$ 1,053	\$ 11,768
Chelan	Enumclaw	11,135	\$ 15,826	\$ 30,744	\$ 39,966	\$ 41,055	\$ 41,055	\$ 40,985	\$ 40,905	\$ 40,822	\$ 40,737	\$ 40,652	\$ 40,567	\$ 40,562	\$ 452,276
King	Enumclaw	11,030	\$ 14,833	\$ 28,876	\$ 38,543	\$ 39,892	\$ 39,894	\$ 39,848	\$ 39,743	\$ 39,632	\$ 39,526	\$ 39,452	\$ 39,389	\$ 39,381	\$ 438,997
Grant	Ehrlata	7,750	\$ 10,422	\$ 20,992	\$ 27,081	\$ 28,031	\$ 28,031	\$ 27,998	\$ 27,924	\$ 27,839	\$ 27,772	\$ 27,720	\$ 27,676	\$ 27,670	\$ 305,155
Snohomish	Everett	103,300	\$ 138,920	\$ 279,998	\$ 360,968	\$ 373,599	\$ 373,622	\$ 373,189	\$ 372,205	\$ 371,072	\$ 370,174	\$ 369,479	\$ 368,889	\$ 368,819	\$ 4,120,733
Whitcom	Everson	2,520	\$ 3,388	\$ 6,826	\$ 8,097	\$ 8,114	\$ 8,114	\$ 8,104	\$ 8,080	\$ 8,052	\$ 8,030	\$ 8,013	\$ 8,000	\$ 8,000	\$ 89,977
Spokane	Fairfield	600	\$ 807	\$ 1,625	\$ 2,097	\$ 2,170	\$ 2,168	\$ 2,168	\$ 2,162	\$ 2,155	\$ 2,146	\$ 2,143	\$ 2,142	\$ 2,142	\$ 23,935
Whitman	Farmington	145	\$ 195	\$ 383	\$ 507	\$ 524	\$ 524	\$ 524	\$ 522	\$ 521	\$ 520	\$ 519	\$ 518	\$ 518	\$ 5,784
King	Federal Way	89,460	\$ 120,308	\$ 242,311	\$ 312,606	\$ 323,545	\$ 323,565	\$ 323,190	\$ 322,337	\$ 321,356	\$ 320,579	\$ 319,976	\$ 319,466	\$ 319,405	\$ 3,568,643
Whitcom	Ferndale	11,800	\$ 15,909	\$ 32,043	\$ 41,338	\$ 42,785	\$ 42,788	\$ 42,738	\$ 42,625	\$ 42,495	\$ 42,393	\$ 42,313	\$ 42,245	\$ 42,237	\$ 471,910
Pierce	Fife	9,235	\$ 12,419	\$ 25,014	\$ 32,270	\$ 33,400	\$ 33,402	\$ 33,363	\$ 33,275	\$ 33,174	\$ 33,094	\$ 33,031	\$ 32,979	\$ 32,972	\$ 368,393
Pierce	Forest	6,625	\$ 8,775	\$ 17,674	\$ 22,801	\$ 23,599	\$ 23,600	\$ 23,573	\$ 23,511	\$ 23,439	\$ 23,382	\$ 23,338	\$ 23,301	\$ 23,297	\$ 260,288
Clallam	Forks	3,945	\$ 4,767	\$ 9,602	\$ 12,388	\$ 12,821	\$ 12,822	\$ 12,807	\$ 12,773	\$ 12,734	\$ 12,703	\$ 12,680	\$ 12,659	\$ 12,657	\$ 141,413
San Juan	Friday Harbor	2,140	\$ 2,878	\$ 5,796	\$ 7,478	\$ 7,740	\$ 7,740	\$ 7,731	\$ 7,711	\$ 7,697	\$ 7,689	\$ 7,684	\$ 7,681	\$ 7,681	\$ 85,367
Whitman	Garfield	700	\$ 941	\$ 1,896	\$ 2,446	\$ 2,532	\$ 2,532	\$ 2,529	\$ 2,522	\$ 2,515	\$ 2,508	\$ 2,504	\$ 2,500	\$ 2,499	\$ 27,924
Pierce	George	7,340	\$ 9,871	\$ 19,881	\$ 25,649	\$ 26,546	\$ 26,548	\$ 26,517	\$ 26,447	\$ 26,367	\$ 26,303	\$ 26,253	\$ 26,211	\$ 26,206	\$ 292,799
Snohomish	Gold Bar	2,060	\$ 2,770	\$ 5,580	\$ 7,198	\$ 7,450	\$ 7,451	\$ 7,442	\$ 7,422	\$ 7,400	\$ 7,382	\$ 7,368	\$ 7,355	\$ 7,355	\$ 82,175
Klickitat	Goldendale	3,425	\$ 4,606	\$ 9,277	\$ 11,968	\$ 12,387	\$ 12,388	\$ 12,373	\$ 12,341	\$ 12,303	\$ 12,273	\$ 12,250	\$ 12,231	\$ 12,229	\$ 136,626
Grant	Grand Coulee	1,035	\$ 1,392	\$ 2,803	\$ 3,617	\$ 3,743	\$ 3,743	\$ 3,739	\$ 3,729	\$ 3,718	\$ 3,709	\$ 3,702	\$ 3,696	\$ 3,695	\$ 41,287
Yakima	Grandview	11,000	\$ 14,793	\$ 28,985	\$ 38,438	\$ 39,873	\$ 39,881	\$ 39,739	\$ 39,635	\$ 39,514	\$ 39,418	\$ 39,344	\$ 39,282	\$ 39,274	\$ 438,800
Yakima	Grandeur	3,285	\$ 4,418	\$ 8,898	\$ 11,479	\$ 11,881	\$ 11,881	\$ 11,868	\$ 11,836	\$ 11,800	\$ 11,772	\$ 11,750	\$ 11,729	\$ 11,729	\$ 131,042
Snohomish	Granite Falls	3,380	\$ 4,545	\$ 9,155	\$ 11,811	\$ 12,224	\$ 12,225	\$ 12,211	\$ 12,179	\$ 12,142	\$ 12,112	\$ 12,089	\$ 12,070	\$ 12,068	\$ 134,831
Snohomish	Hamilton	300	\$ 403	\$ 813	\$ 1,048	\$ 1,085	\$ 1,085	\$ 1,084	\$ 1,081	\$ 1,078	\$ 1,075	\$ 1,073	\$ 1,071	\$ 1,071	\$ 11,967
Yakima	Harrish	650	\$ 874	\$ 1,761	\$ 2,271	\$ 2,351	\$ 2,348	\$ 2,348	\$ 2,342	\$ 2,335	\$ 2,329	\$ 2,325	\$ 2,321	\$ 2,321	\$ 25,929
Lincoln	Harrington	420	\$ 565	\$ 1,138	\$ 1,468	\$ 1,519	\$ 1,519	\$ 1,517	\$ 1,513	\$ 1,509	\$ 1,505	\$ 1,502	\$ 1,500	\$ 1,500	\$ 16,754
Grant	Hartline	150	\$ 202	\$ 406	\$ 524	\$ 543	\$ 543	\$ 542	\$ 540	\$ 539	\$ 538	\$ 537	\$ 536	\$ 536	\$ 5,984
Adams	Hatton	105	\$ 141	\$ 284	\$ 367	\$ 380	\$ 380	\$ 379	\$ 378	\$ 377	\$ 376	\$ 375	\$ 375	\$ 375	\$ 4,189
Grays Harbor	Hoquiam	8,655	\$ 11,639	\$ 23,443	\$ 30,244	\$ 31,302	\$ 31,304	\$ 31,268	\$ 31,185	\$ 31,090	\$ 31,015	\$ 30,957	\$ 30,907	\$ 30,902	\$ 345,256
King	Hunts Point	300	\$ 524	\$ 1,056	\$ 1,363	\$ 1,410	\$ 1,411	\$ 1,409	\$ 1,405	\$ 1,401	\$ 1,398	\$ 1,395	\$ 1,392	\$ 1,392	\$ 15,557
Pacific	Ilwaco	940	\$ 1,264	\$ 2,546	\$ 3,285	\$ 3,400	\$ 3,400	\$ 3,396	\$ 3,387	\$ 3,377	\$ 3,368	\$ 3,362	\$ 3,357	\$ 3,356	\$ 37,487
Snohomish	Index	180	\$ 242	\$ 488	\$ 629	\$ 651	\$ 651	\$ 650	\$ 649	\$ 647	\$ 645	\$ 644	\$ 643	\$ 643	\$ 7,180
Pend Oreille	Ione	445	\$ 586	\$ 1,205	\$ 1,555	\$ 1,609	\$ 1,610	\$ 1,608	\$ 1,603	\$ 1,599	\$ 1,596	\$ 1,592	\$ 1,586	\$ 1,586	\$ 17,751
Franklin	Issaquah	31,150	\$ 41,851	\$ 84,373	\$ 108,550	\$ 112,656	\$ 112,665	\$ 112,535	\$ 112,238	\$ 111,896	\$ 111,626	\$ 111,416	\$ 111,238	\$ 111,217	\$ 1,242,603
King	Kalama	195	\$ 262	\$ 528	\$ 681	\$ 705	\$ 705	\$ 704	\$ 703	\$ 700	\$ 699	\$ 697	\$ 696	\$ 696	\$ 7,779
Franklin	Kalispell	2,390	\$ 3,214	\$ 6,474	\$ 8,352	\$ 8,644	\$ 8,644	\$ 8,634	\$ 8,612	\$ 8,595	\$ 8,585	\$ 8,548	\$ 8,535	\$ 8,533	\$ 95,339
Cowlitz	Keelso	11,930	\$ 16,044	\$ 32,314	\$ 41,688	\$ 43,147	\$ 43,149	\$ 43,099	\$ 42,955	\$ 42,855	\$ 42,751	\$ 42,671	\$ 42,603	\$ 42,594	\$ 475,889
King	Kenmore	21,020	\$ 28,288	\$ 56,935	\$ 73,452	\$ 76,022	\$ 76,027	\$ 75,938	\$ 75,738	\$ 75,508	\$ 75,325	\$ 75,183	\$ 75,063	\$ 75,049	\$ 838,507
Benton	Kennewick	75,180	\$ 101,077	\$ 203,578	\$ 262,637	\$ 271,827	\$ 271,844	\$ 271,529	\$ 270,812	\$ 269,988	\$ 269,335	\$ 268,829	\$ 268,400	\$ 268,349	\$ 2,988,203
King	Kent	119,100	\$ 160,168	\$ 322,593	\$ 416,179	\$ 430,742	\$ 430,769	\$ 430,269	\$ 429,134	\$ 427,828	\$ 426,793	\$ 425,991	\$ 425,312	\$ 425,231	\$ 4,751,010
Stevens	Kettle Falls	1,600	\$ 2,152	\$ 4,334	\$ 5,591	\$ 5,787	\$ 5,787	\$ 5,780	\$ 5,765	\$ 5,747	\$ 5,734	\$ 5,723	\$ 5,714	\$ 5,713	\$ 63,825
King	Kirkland	81,480	\$ 109,576	\$ 220,696	\$ 284,721	\$ 294,684	\$ 294,702	\$ 294,361	\$ 293,584	\$ 292,690	\$ 291,983	\$ 291,434	\$ 290,969	\$ 290,913	\$ 3,250,313
Kittitas	Kittitas	1,450	\$ 1,950	\$ 3,927	\$ 5,067	\$ 5,244	\$ 5,244	\$ 5,238	\$ 5,225	\$ 5,209	\$ 5,196	\$ 5,186	\$ 5,178	\$ 5,177	\$ 57,842
Grant	Krupp	50	\$ 67	\$ 135	\$ 175	\$ 181	\$ 181	\$ 181	\$ 180	\$ 180	\$ 179	\$ 179	\$ 179	\$ 179	\$ 1,995
Clark	La Center	2,985	\$ 4,014	\$ 8,085	\$ 10,431	\$ 10,796	\$ 10,796	\$ 10,784	\$ 10,755	\$ 10,723	\$ 10,697	\$ 10,677	\$ 10,660	\$ 10,658	\$ 119,074
Shagit	La Conner	895	\$ 1,204	\$ 2,424	\$ 3,127	\$ 3,237	\$ 3,233	\$ 3,233	\$ 3,225	\$ 3,215	\$ 3,207	\$ 3,201	\$ 3,196	\$ 3,195	\$ 35,702
Thurston	Lacey	43,600	\$ 58,634	\$ 118,095	\$ 152,354	\$ 157,666	\$ 157,665	\$ 157,513	\$ 157,097	\$ 156,619	\$ 156,240	\$ 155,946	\$ 155,668	\$ 155,668	\$ 1,739,245
Whitman	LaCrosse	3,115	\$ 424	\$ 853	\$ 1,101	\$ 1,139	\$ 1,139	\$ 1,138	\$ 1,135	\$ 1,132	\$ 1,129	\$ 1,127	\$ 1,125	\$ 1,125	\$ 12,566
King	Lake Forest Park	12,640	\$ 16,999	\$ 34,237	\$ 44,169	\$ 45,714	\$ 45,714	\$ 45,674	\$ 45,604	\$ 45,525	\$ 45,445	\$ 45,395	\$ 45,395	\$ 45,395	\$ 504,221
Snohomish	Lake Stevens	28,510	\$ 38,341	\$ 77,222	\$ 99,624	\$ 103,111	\$ 103,117	\$ 102,997	\$ 102,726	\$ 102,413	\$ 102,165	\$ 101,973	\$ 101,811	\$ 101,791	\$ 1,137,291
Pierce	Lakewood	59,280	\$ 78,349	\$ 157,803	\$ 203,582	\$ 210,706	\$ 210,719	\$ 210,474	\$ 209,919	\$ 209,280	\$ 208,774	\$ 208,382	\$ 208,049	\$ 208,010	\$ 2,324,046
Whitman	Lamont	80	\$ 108	\$ 217	\$ 280	\$ 289	\$ 289	\$ 289	\$ 288	\$ 287	\$ 287	\$ 286	\$ 286	\$ 286	\$ 3,191
Island	Langley	1,055	\$ 1,419	\$ 2,858	\$ 3,687	\$ 3,816	\$ 3,816	\$ 3,811	\$ 3,801	\$ 3,790	\$ 3,781	\$ 3,773	\$ 3,767	\$	

County	City	2012 Population Estimate	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	12 Year Total
Spokane	Latah	195	\$ 262	\$ 528	\$ 880	\$ 705	\$ 704	\$ 704	\$ 703	\$ 700	\$ 699	\$ 697	\$ 696	\$ 696	\$ 7,779
Chelan	Leavenworth	1,970	\$ 2,649	\$ 5,356	\$ 8,984	\$ 7,135	\$ 7,125	\$ 7,117	\$ 7,098	\$ 7,077	\$ 7,059	\$ 7,046	\$ 7,035	\$ 7,034	\$ 78,585
Spokane	Liberty Lake	7,900	\$ 10,924	\$ 21,398	\$ 27,066	\$ 28,573	\$ 28,573	\$ 28,640	\$ 28,465	\$ 28,378	\$ 28,310	\$ 28,256	\$ 28,211	\$ 28,206	\$ 315,138
Adams	Liberty Lake	565	\$ 760	\$ 1,530	\$ 2,043	\$ 2,044	\$ 2,044	\$ 2,041	\$ 2,035	\$ 2,030	\$ 2,023	\$ 2,021	\$ 2,018	\$ 2,017	\$ 22,538
Pacific	Long Beach	1,400	\$ 1,863	\$ 3,792	\$ 4,892	\$ 5,063	\$ 5,064	\$ 5,058	\$ 5,044	\$ 5,029	\$ 5,017	\$ 5,007	\$ 4,989	\$ 4,989	\$ 55,847
Cowlitz	Longview	36,910	\$ 49,637	\$ 99,974	\$ 128,977	\$ 133,490	\$ 133,498	\$ 133,344	\$ 132,987	\$ 132,587	\$ 132,267	\$ 132,018	\$ 131,807	\$ 131,782	\$ 1,472,374
Skagit	Lynn	440	\$ 592	\$ 1,192	\$ 1,538	\$ 1,591	\$ 1,590	\$ 1,585	\$ 1,585	\$ 1,581	\$ 1,577	\$ 1,574	\$ 1,571	\$ 1,571	\$ 17,552
Whatcom	Lynnden	12,340	\$ 16,595	\$ 33,424	\$ 43,120	\$ 44,629	\$ 44,632	\$ 44,380	\$ 44,327	\$ 44,220	\$ 44,137	\$ 44,067	\$ 44,058	\$ 44,058	\$ 492,254
Shoshone	Lynnwood	35,900	\$ 48,279	\$ 97,238	\$ 125,448	\$ 129,838	\$ 129,845	\$ 129,695	\$ 129,353	\$ 128,959	\$ 128,647	\$ 128,405	\$ 128,201	\$ 128,176	\$ 1,432,085
Yakima	Mabton	2,390	\$ 3,080	\$ 6,203	\$ 8,002	\$ 8,282	\$ 8,283	\$ 8,273	\$ 8,259	\$ 8,246	\$ 8,236	\$ 8,226	\$ 8,219	\$ 8,218	\$ 91,350
Whitman	Malden	205	\$ 276	\$ 555	\$ 716	\$ 741	\$ 741	\$ 741	\$ 739	\$ 736	\$ 735	\$ 733	\$ 732	\$ 732	\$ 8,178
Douglas	Mansfield	325	\$ 437	\$ 880	\$ 1,136	\$ 1,175	\$ 1,174	\$ 1,174	\$ 1,171	\$ 1,167	\$ 1,165	\$ 1,162	\$ 1,161	\$ 1,160	\$ 12,965
King	Maple Valley	23,340	\$ 31,388	\$ 63,219	\$ 81,559	\$ 84,412	\$ 84,418	\$ 84,320	\$ 84,097	\$ 83,841	\$ 83,639	\$ 83,481	\$ 83,348	\$ 83,332	\$ 931,054
King	Marysville	175	\$ 235	\$ 474	\$ 612	\$ 633	\$ 633	\$ 632	\$ 631	\$ 629	\$ 627	\$ 626	\$ 625	\$ 625	\$ 6,981
Stevens	Marysville	61,360	\$ 82,518	\$ 166,199	\$ 214,414	\$ 221,917	\$ 221,931	\$ 221,674	\$ 221,083	\$ 220,416	\$ 219,883	\$ 219,470	\$ 219,119	\$ 218,778	\$ 2,447,708
Grant	Mattawa	4,395	\$ 6,045	\$ 12,175	\$ 15,707	\$ 16,257	\$ 16,258	\$ 16,239	\$ 16,196	\$ 16,147	\$ 16,108	\$ 16,078	\$ 16,052	\$ 16,049	\$ 179,310
Grays Harbor	McCleary	1,655	\$ 2,226	\$ 4,483	\$ 5,763	\$ 5,986	\$ 5,979	\$ 5,963	\$ 5,945	\$ 5,931	\$ 5,920	\$ 5,910	\$ 5,909	\$ 5,909	\$ 66,019
Spokane	Medical Lake	4,920	\$ 6,617	\$ 13,326	\$ 17,192	\$ 17,914	\$ 17,795	\$ 17,774	\$ 17,727	\$ 17,674	\$ 17,631	\$ 17,598	\$ 17,570	\$ 17,568	\$ 196,263
King	Medical	2,900	\$ 4,021	\$ 8,089	\$ 10,448	\$ 10,814	\$ 10,814	\$ 10,802	\$ 10,773	\$ 10,741	\$ 10,715	\$ 10,694	\$ 10,677	\$ 10,675	\$ 119,274
King	Mercer Island	22,800	\$ 30,514	\$ 61,458	\$ 79,287	\$ 82,062	\$ 82,067	\$ 81,972	\$ 81,755	\$ 81,506	\$ 81,309	\$ 81,157	\$ 81,027	\$ 81,012	\$ 905,125
Franklin	Mesa	495	\$ 666	\$ 1,341	\$ 1,730	\$ 1,790	\$ 1,790	\$ 1,788	\$ 1,784	\$ 1,778	\$ 1,774	\$ 1,770	\$ 1,768	\$ 1,767	\$ 19,746
Pend Oreille	Metaline	175	\$ 235	\$ 474	\$ 612	\$ 633	\$ 633	\$ 632	\$ 631	\$ 629	\$ 627	\$ 626	\$ 625	\$ 625	\$ 6,981
Pend Oreille	Metaline Falls	240	\$ 323	\$ 650	\$ 839	\$ 868	\$ 868	\$ 867	\$ 865	\$ 862	\$ 860	\$ 858	\$ 857	\$ 857	\$ 9,574
Shoshone	Mill Creek	18,500	\$ 24,812	\$ 49,974	\$ 64,471	\$ 68,727	\$ 68,731	\$ 68,654	\$ 68,478	\$ 68,276	\$ 68,115	\$ 67,991	\$ 67,886	\$ 67,873	\$ 795,988
Spokane	Millwood	1,985	\$ 2,401	\$ 4,835	\$ 6,237	\$ 6,456	\$ 6,456	\$ 6,449	\$ 6,432	\$ 6,412	\$ 6,397	\$ 6,385	\$ 6,374	\$ 6,373	\$ 71,205
King	Millwright	6985	\$ 9,394	\$ 19,920	\$ 24,408	\$ 25,262	\$ 25,264	\$ 25,235	\$ 25,168	\$ 25,091	\$ 25,031	\$ 24,964	\$ 24,944	\$ 24,938	\$ 278,698
Spokane	Monroe	17,390	\$ 23,396	\$ 47,102	\$ 60,767	\$ 62,993	\$ 62,997	\$ 62,824	\$ 62,659	\$ 62,488	\$ 62,317	\$ 62,200	\$ 62,100	\$ 62,089	\$ 693,703
Grays Harbor	Montesano	4,050	\$ 5,447	\$ 10,970	\$ 14,152	\$ 14,647	\$ 14,648	\$ 14,631	\$ 14,593	\$ 14,548	\$ 14,513	\$ 14,486	\$ 14,463	\$ 14,460	\$ 161,558
Lewis	Morton	1,125	\$ 1,513	\$ 3,047	\$ 3,931	\$ 4,069	\$ 4,069	\$ 4,064	\$ 4,054	\$ 4,044	\$ 4,031	\$ 4,024	\$ 4,017	\$ 4,017	\$ 44,877
Grant	Moses Lake	29,950	\$ 28,174	\$ 56,745	\$ 73,207	\$ 75,779	\$ 75,773	\$ 75,668	\$ 75,486	\$ 75,256	\$ 75,074	\$ 74,933	\$ 74,813	\$ 74,799	\$ 835,715
Lewis	Mossyrock	780	\$ 1,022	\$ 2,059	\$ 2,656	\$ 2,749	\$ 2,746	\$ 2,746	\$ 2,738	\$ 2,730	\$ 2,723	\$ 2,718	\$ 2,714	\$ 2,713	\$ 30,317
Lewis	Mount Vernon	32,250	\$ 43,370	\$ 87,352	\$ 112,693	\$ 116,644	\$ 116,644	\$ 116,509	\$ 116,201	\$ 115,848	\$ 115,567	\$ 115,350	\$ 115,166	\$ 115,144	\$ 1,286,483
Shaght	Mount Vernon	20,090	\$ 27,017	\$ 54,416	\$ 70,202	\$ 72,658	\$ 72,663	\$ 72,579	\$ 72,387	\$ 72,167	\$ 71,992	\$ 71,857	\$ 71,742	\$ 71,729	\$ 801,409
Shoshone	Moutlake Terrace	3,505	\$ 4,714	\$ 9,494	\$ 12,248	\$ 12,676	\$ 12,677	\$ 12,682	\$ 12,629	\$ 12,591	\$ 12,560	\$ 12,537	\$ 12,517	\$ 12,514	\$ 139,818
Yakima	Movee	20,360	\$ 27,381	\$ 55,147	\$ 71,145	\$ 73,635	\$ 73,639	\$ 73,554	\$ 73,360	\$ 73,137	\$ 72,960	\$ 72,823	\$ 72,707	\$ 72,683	\$ 812,179
Shoshone	Mukileto	805	\$ 1,093	\$ 2,180	\$ 2,813	\$ 2,911	\$ 2,912	\$ 2,908	\$ 2,901	\$ 2,892	\$ 2,885	\$ 2,879	\$ 2,875	\$ 2,874	\$ 32,112
Yakima	Naches	1,790	\$ 2,407	\$ 4,848	\$ 6,255	\$ 6,474	\$ 6,474	\$ 6,467	\$ 6,450	\$ 6,430	\$ 6,414	\$ 6,402	\$ 6,392	\$ 6,391	\$ 71,405
Lewis	Napavine	235	\$ 316	\$ 637	\$ 821	\$ 850	\$ 849	\$ 849	\$ 847	\$ 844	\$ 842	\$ 841	\$ 840	\$ 839	\$ 9,374
Okanogan	Nespelem	10,460	\$ 14,067	\$ 28,332	\$ 36,551	\$ 37,830	\$ 37,832	\$ 37,789	\$ 37,689	\$ 37,574	\$ 37,483	\$ 37,413	\$ 37,353	\$ 37,346	\$ 417,259
King	Newcastle	2,140	\$ 2,878	\$ 5,796	\$ 7,478	\$ 7,740	\$ 7,740	\$ 7,731	\$ 7,711	\$ 7,687	\$ 7,669	\$ 7,654	\$ 7,642	\$ 7,641	\$ 85,367
Pend Oreille	Newport	1,370	\$ 1,842	\$ 3,711	\$ 4,787	\$ 4,955	\$ 4,955	\$ 4,949	\$ 4,936	\$ 4,921	\$ 4,909	\$ 4,900	\$ 4,892	\$ 4,891	\$ 54,651
Whatcom	Nooksack	6,350	\$ 8,540	\$ 17,200	\$ 22,189	\$ 22,986	\$ 22,987	\$ 22,940	\$ 22,880	\$ 22,810	\$ 22,755	\$ 22,712	\$ 22,676	\$ 22,672	\$ 253,307
Okanogan	Normandy Park	8,655	\$ 7,874	\$ 15,869	\$ 20,460	\$ 21,125	\$ 21,177	\$ 21,152	\$ 21,096	\$ 21,032	\$ 20,981	\$ 20,942	\$ 20,908	\$ 20,904	\$ 233,561
King	North Bend	1,000	\$ 1,345	\$ 2,708	\$ 3,494	\$ 3,617	\$ 3,617	\$ 3,613	\$ 3,603	\$ 3,592	\$ 3,583	\$ 3,577	\$ 3,571	\$ 3,570	\$ 39,891
King	North Bonneville	295	\$ 397	\$ 799	\$ 1,031	\$ 1,067	\$ 1,067	\$ 1,066	\$ 1,063	\$ 1,060	\$ 1,057	\$ 1,055	\$ 1,053	\$ 1,053	\$ 11,768
Stevens	Northport	22,000	\$ 29,855	\$ 60,131	\$ 77,575	\$ 80,289	\$ 80,284	\$ 80,201	\$ 79,990	\$ 79,766	\$ 79,553	\$ 79,404	\$ 79,277	\$ 79,262	\$ 895,579
Island	Oak Harbor	425	\$ 572	\$ 1,151	\$ 1,485	\$ 1,537	\$ 1,537	\$ 1,535	\$ 1,531	\$ 1,527	\$ 1,523	\$ 1,520	\$ 1,518	\$ 1,517	\$ 16,954
Whitman	Oakdale	690	\$ 928	\$ 1,869	\$ 2,411	\$ 2,478	\$ 2,496	\$ 2,493	\$ 2,486	\$ 2,479	\$ 2,473	\$ 2,468	\$ 2,464	\$ 2,464	\$ 27,525
Grays Harbor	Oakville	5,745	\$ 7,726	\$ 15,561	\$ 20,775	\$ 20,778	\$ 20,779	\$ 20,755	\$ 20,700	\$ 20,637	\$ 20,597	\$ 20,548	\$ 20,516	\$ 20,512	\$ 228,173
Grays Harbor	Ocean Shores	9,151	\$ 1,231	\$ 2,478	\$ 3,197	\$ 3,309	\$ 3,309	\$ 3,306	\$ 3,297	\$ 3,294	\$ 3,279	\$ 3,273	\$ 3,268	\$ 3,267	\$ 36,500
Okanogan	Okanogan	2,535	\$ 3,201	\$ 6,466	\$ 8,658	\$ 9,168	\$ 9,169	\$ 9,158	\$ 9,134	\$ 9,106	\$ 9,084	\$ 9,067	\$ 9,053	\$ 9,051	\$ 101,124
Okanogan	Okanogan	47,500	\$ 63,879	\$ 128,658	\$ 165,992	\$ 171,791	\$ 171,801	\$ 171,602	\$ 171,449	\$ 170,628	\$ 170,216	\$ 169,896	\$ 169,625	\$ 169,592	\$ 1,894,819
Thurston	Olympia	4,835	\$ 6,502	\$ 13,096	\$ 16,895	\$ 17,488	\$ 17,488	\$ 17,467	\$ 17,421	\$ 17,368	\$ 17,326	\$ 17,294	\$ 17,266	\$ 17,263	\$ 192,873
Okanogan	Olympia	1,715	\$ 2,306	\$ 4,645	\$ 5,993	\$ 6,203	\$ 6,203	\$ 6,196	\$ 6,179	\$ 6,161	\$ 6,146	\$ 6,134	\$ 6,124	\$ 6,123	\$ 68,413
Okanogan	Oroville	6,790	\$ 9,131	\$ 18,391	\$ 23,727	\$ 24,559	\$ 24,530	\$ 24,530	\$ 24,465	\$ 24,391	\$ 24,332	\$ 24,286	\$ 24,243	\$ 24,243	\$ 270,859
Pierce	Oting	7,495	\$ 10,079	\$ 20,301	\$ 26,190	\$ 27,107	\$ 27,108	\$ 27,077	\$ 27,006	\$ 26,923	\$ 26,856	\$ 26,808	\$ 26,765	\$ 26,760	\$ 298,983
Okanogan	Othello	6,620	\$ 8,903	\$ 17,931	\$ 23,133	\$ 23,942	\$ 23,944	\$ 23,916	\$ 23,863	\$ 23,803	\$ 23,753	\$ 23,723	\$ 23,678	\$ 23,678	\$ 264,078
King	Pacific	1,020	\$ 1,372	\$ 2,763	\$ 3,564	\$ 3,689	\$ 3,689	\$ 3,685	\$ 3,675	\$ 3,664	\$ 3,655	\$ 3,648	\$ 3,642	\$ 3,642	\$ 40,689
Whitman	Palouse	62,670	\$ 84,280	\$ 169,747	\$ 218,992	\$ 226,655	\$ 226,669	\$ 226,066	\$ 225,800	\$ 225,122	\$ 224,577	\$ 224,155	\$ 223,778	\$ 223,555	\$ 2,498,965
Franklin	Patco	665	\$ 894	\$ 1,801	\$ 2,324	\$ 2,405	\$ 2,405	\$ 2,402	\$ 2,396	\$ 2,389	\$ 2,383	\$ 2,379	\$ 2,375	\$ 2,374	\$ 26,527
Okanogan	Pateros	635	\$ 854	\$ 1,720	\$ 2,297	\$ 2,297	\$ 2,294	\$ 2,294	\$ 2,288	\$ 2,281	\$ 2,276	\$ 2,271	\$ 2,268	\$ 2,267	\$ 25,331
Lewis	Pe Ell	1,410	\$ 1,896	\$ 3,819	\$ 4,927	\$ 5,099	\$ 5,100	\$ 5,094	\$ 5,080	\$ 5,065	\$ 5,053	\$ 5,043	\$ 5,035	\$ 5,034	\$ 56,246
Garfield	Ponemon	19													

County	City	2012 Population Estimate	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	12 Year Total
Kitsap	Port Orchard	11,780	\$ 15,842	\$ 21,877	\$ 24,908	\$ 42,604	\$ 42,607	\$ 42,657	\$ 42,445	\$ 42,316	\$ 42,213	\$ 42,134	\$ 42,067	\$ 42,059	\$ 468,915
Jefferson	Port Townsend	9,185	\$ 12,332	\$ 24,878	\$ 33,921	\$ 33,219	\$ 33,182	\$ 33,182	\$ 33,182	\$ 33,182	\$ 32,914	\$ 32,852	\$ 32,800	\$ 32,764	\$ 365,398
Kitsap	Poulsbo	9,360	\$ 12,588	\$ 25,352	\$ 32,707	\$ 33,624	\$ 33,915	\$ 33,915	\$ 33,725	\$ 33,694	\$ 33,541	\$ 33,478	\$ 33,425	\$ 33,419	\$ 373,378
Benton	Walla Walla	328	\$ 437	\$ 880	\$ 1,136	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,167	\$ 1,165	\$ 1,162	\$ 1,161	\$ 12,965
Pierce	Prosser	5,785	\$ 7,780	\$ 15,669	\$ 20,215	\$ 20,922	\$ 20,924	\$ 20,924	\$ 20,899	\$ 20,844	\$ 20,781	\$ 20,730	\$ 20,682	\$ 20,659	\$ 230,769
Whitman	Pullayup	31,000	\$ 41,689	\$ 83,966	\$ 106,325	\$ 112,116	\$ 111,993	\$ 111,993	\$ 111,697	\$ 111,357	\$ 111,088	\$ 110,879	\$ 110,702	\$ 110,681	\$ 1,236,619
Pierce	Pullayup	37,620	\$ 50,592	\$ 101,897	\$ 131,458	\$ 136,058	\$ 136,066	\$ 135,909	\$ 135,500	\$ 135,138	\$ 134,811	\$ 134,557	\$ 134,343	\$ 134,317	\$ 1,500,697
Grant	Quincy	6,845	\$ 9,340	\$ 18,811	\$ 24,288	\$ 25,119	\$ 25,119	\$ 25,090	\$ 25,024	\$ 24,948	\$ 24,887	\$ 24,841	\$ 24,801	\$ 24,786	\$ 277,043
Thurston	Rainier	1,825	\$ 2,454	\$ 4,943	\$ 6,377	\$ 6,600	\$ 6,601	\$ 6,601	\$ 6,576	\$ 6,556	\$ 6,540	\$ 6,528	\$ 6,517	\$ 6,516	\$ 72,801
Pacific	Raymond	2,890	\$ 3,887	\$ 7,828	\$ 10,929	\$ 10,452	\$ 10,441	\$ 10,441	\$ 10,413	\$ 10,381	\$ 10,356	\$ 10,337	\$ 10,320	\$ 10,318	\$ 115,285
Lincoln	Reardan	575	\$ 773	\$ 1,557	\$ 2,009	\$ 2,080	\$ 2,077	\$ 2,077	\$ 2,072	\$ 2,066	\$ 2,061	\$ 2,057	\$ 2,053	\$ 2,053	\$ 22,937
King	Redmond	55,360	\$ 74,449	\$ 149,948	\$ 193,448	\$ 200,217	\$ 200,230	\$ 199,996	\$ 199,476	\$ 198,863	\$ 198,382	\$ 197,893	\$ 197,404	\$ 196,915	\$ 2,208,362
King	Renton	93,910	\$ 126,292	\$ 254,364	\$ 328,156	\$ 339,639	\$ 339,660	\$ 339,266	\$ 337,341	\$ 335,893	\$ 334,525	\$ 333,157	\$ 331,790	\$ 330,423	\$ 3,746,158
Ferry	Republic	1,085	\$ 1,459	\$ 2,939	\$ 3,791	\$ 3,924	\$ 3,924	\$ 3,920	\$ 3,909	\$ 3,898	\$ 3,888	\$ 3,881	\$ 3,875	\$ 3,874	\$ 43,282
Benton	Richland	49,890	\$ 67,093	\$ 135,132	\$ 174,334	\$ 180,434	\$ 180,445	\$ 180,236	\$ 179,761	\$ 179,214	\$ 178,744	\$ 178,274	\$ 177,804	\$ 177,334	\$ 1,990,159
Clark	Ridgefield	5,210	\$ 7,007	\$ 14,112	\$ 18,206	\$ 18,843	\$ 18,844	\$ 18,822	\$ 18,772	\$ 18,715	\$ 18,670	\$ 18,635	\$ 18,602	\$ 18,602	\$ 207,832
Adams	Ritzville	1,695	\$ 2,279	\$ 4,591	\$ 5,923	\$ 6,130	\$ 6,131	\$ 6,123	\$ 6,107	\$ 6,089	\$ 6,074	\$ 6,063	\$ 6,053	\$ 6,052	\$ 67,615
Okanogan	Riverside	280	\$ 377	\$ 758	\$ 978	\$ 1,013	\$ 1,012	\$ 1,012	\$ 1,009	\$ 1,006	\$ 1,003	\$ 1,001	\$ 1,001	\$ 1,000	\$ 11,169
Douglas	Rock Island	790	\$ 1,062	\$ 2,140	\$ 2,761	\$ 2,857	\$ 2,854	\$ 2,854	\$ 2,846	\$ 2,838	\$ 2,831	\$ 2,826	\$ 2,821	\$ 2,821	\$ 31,514
Spokane	Rockford	470	\$ 632	\$ 1,273	\$ 1,642	\$ 1,700	\$ 1,700	\$ 1,698	\$ 1,693	\$ 1,688	\$ 1,684	\$ 1,681	\$ 1,678	\$ 1,678	\$ 18,749
Whitman	Rosalia	555	\$ 746	\$ 1,503	\$ 1,939	\$ 2,007	\$ 2,007	\$ 2,005	\$ 2,000	\$ 1,995	\$ 1,991	\$ 1,987	\$ 1,982	\$ 1,982	\$ 22,139
Kittitas	Roslyn	895	\$ 1,204	\$ 2,424	\$ 3,127	\$ 3,237	\$ 3,233	\$ 3,233	\$ 3,225	\$ 3,215	\$ 3,207	\$ 3,201	\$ 3,196	\$ 3,195	\$ 35,702
Pierce	Roy	805	\$ 1,093	\$ 2,180	\$ 2,813	\$ 2,911	\$ 2,912	\$ 2,908	\$ 2,901	\$ 2,892	\$ 2,885	\$ 2,879	\$ 2,875	\$ 2,874	\$ 32,112
Grant	Royal City	2,160	\$ 2,905	\$ 5,851	\$ 7,548	\$ 7,812	\$ 7,812	\$ 7,803	\$ 7,783	\$ 7,759	\$ 7,740	\$ 7,728	\$ 7,713	\$ 7,712	\$ 86,164
Pierce	Ruston	475	\$ 635	\$ 1,270	\$ 1,695	\$ 1,731	\$ 1,731	\$ 1,728	\$ 1,720	\$ 1,712	\$ 1,706	\$ 1,702	\$ 1,698	\$ 1,696	\$ 18,118
King	Sammamish	47,420	\$ 63,771	\$ 128,441	\$ 165,703	\$ 171,501	\$ 171,512	\$ 171,313	\$ 170,861	\$ 170,341	\$ 169,929	\$ 169,610	\$ 169,339	\$ 169,007	\$ 1,891,628
King	SeaTac	27,210	\$ 36,593	\$ 73,071	\$ 95,082	\$ 98,409	\$ 98,415	\$ 98,301	\$ 98,042	\$ 97,743	\$ 97,507	\$ 97,168	\$ 97,150	\$ 97,150	\$ 1,085,432
King	Seattle	616,000	\$ 829,081	\$ 1,669,847	\$ 2,154,277	\$ 2,229,661	\$ 2,229,797	\$ 2,222,213	\$ 2,211,338	\$ 2,200,220	\$ 2,205,069	\$ 2,201,131	\$ 2,200,131	\$ 2,200,131	\$ 24,592,761
King	Seattle	10,610	\$ 14,269	\$ 28,738	\$ 37,075	\$ 38,375	\$ 38,330	\$ 38,330	\$ 38,229	\$ 38,113	\$ 38,021	\$ 37,949	\$ 37,889	\$ 37,882	\$ 423,243
Skagit	Sedro-Woolley	7,290	\$ 9,804	\$ 19,746	\$ 25,474	\$ 26,365	\$ 26,365	\$ 26,365	\$ 26,267	\$ 26,187	\$ 26,124	\$ 26,075	\$ 26,033	\$ 26,028	\$ 290,805
Yakima	Selah	6,955	\$ 9,138	\$ 18,405	\$ 24,744	\$ 24,575	\$ 24,548	\$ 24,548	\$ 24,489	\$ 24,409	\$ 24,350	\$ 24,304	\$ 24,285	\$ 24,261	\$ 271,059
Chelan	Sequim	9,870	\$ 13,273	\$ 26,734	\$ 34,489	\$ 35,696	\$ 35,657	\$ 35,657	\$ 35,563	\$ 35,455	\$ 35,369	\$ 35,303	\$ 35,246	\$ 35,240	\$ 393,724
Mason	Shelton	53,270	\$ 71,639	\$ 144,287	\$ 186,145	\$ 192,659	\$ 192,670	\$ 192,447	\$ 191,935	\$ 191,355	\$ 190,892	\$ 190,534	\$ 190,230	\$ 190,193	\$ 2,124,990
King	Shoreline	200	\$ 269	\$ 542	\$ 699	\$ 723	\$ 723	\$ 723	\$ 721	\$ 718	\$ 717	\$ 715	\$ 714	\$ 714	\$ 7,978
King	Skykomish	9,215	\$ 12,303	\$ 24,601	\$ 32,201	\$ 33,329	\$ 33,329	\$ 33,291	\$ 33,203	\$ 33,102	\$ 33,022	\$ 32,960	\$ 32,907	\$ 32,901	\$ 367,595
Snohomish	Snohomish	11,320	\$ 15,223	\$ 30,661	\$ 39,556	\$ 40,940	\$ 40,943	\$ 40,895	\$ 40,788	\$ 40,663	\$ 40,565	\$ 40,489	\$ 40,424	\$ 40,417	\$ 451,565
King	Snohomish	1,520	\$ 2,044	\$ 4,117	\$ 5,311	\$ 5,497	\$ 5,498	\$ 5,491	\$ 5,477	\$ 5,460	\$ 5,447	\$ 5,437	\$ 5,428	\$ 5,427	\$ 60,634
Grant	Soap Lake	1,625	\$ 2,165	\$ 4,401	\$ 5,678	\$ 5,877	\$ 5,877	\$ 5,871	\$ 5,855	\$ 5,837	\$ 5,823	\$ 5,812	\$ 5,803	\$ 5,802	\$ 64,823
Pacific	South Bend	530	\$ 713	\$ 1,436	\$ 1,852	\$ 1,917	\$ 1,917	\$ 1,915	\$ 1,910	\$ 1,904	\$ 1,899	\$ 1,896	\$ 1,893	\$ 1,892	\$ 21,142
Pierce	South Cle Elum	435	\$ 565	\$ 1,178	\$ 1,520	\$ 1,573	\$ 1,573	\$ 1,572	\$ 1,567	\$ 1,563	\$ 1,559	\$ 1,556	\$ 1,553	\$ 1,553	\$ 17,353
Pierce	South Prairie	280	\$ 377	\$ 758	\$ 978	\$ 1,013	\$ 1,013	\$ 1,012	\$ 1,009	\$ 1,006	\$ 1,003	\$ 1,001	\$ 1,000	\$ 1,000	\$ 11,169
Spokane	Spangle	210,000	\$ 282,412	\$ 568,804	\$ 733,817	\$ 759,495	\$ 759,542	\$ 758,661	\$ 756,660	\$ 754,357	\$ 752,532	\$ 751,118	\$ 749,920	\$ 749,777	\$ 8,377,096
Spokane	Spokane	90,550	\$ 121,773	\$ 245,263	\$ 316,415	\$ 327,487	\$ 327,507	\$ 327,128	\$ 326,265	\$ 325,271	\$ 324,485	\$ 323,875	\$ 323,358	\$ 323,297	\$ 3,612,124
Spokane	Spokane Valley	445	\$ 588	\$ 1,205	\$ 1,555	\$ 1,609	\$ 1,610	\$ 1,608	\$ 1,603	\$ 1,599	\$ 1,595	\$ 1,592	\$ 1,589	\$ 1,588	\$ 17,751
Lincoln	Sprague	280	\$ 377	\$ 756	\$ 978	\$ 1,013	\$ 1,013	\$ 1,012	\$ 1,009	\$ 1,006	\$ 1,003	\$ 1,001	\$ 1,000	\$ 1,000	\$ 11,169
Stevens	Springdale	501	\$ 674	\$ 1,357	\$ 1,751	\$ 1,812	\$ 1,812	\$ 1,810	\$ 1,805	\$ 1,800	\$ 1,795	\$ 1,792	\$ 1,789	\$ 1,789	\$ 19,985
Whitman	St. John	6,300	\$ 8,472	\$ 17,064	\$ 22,015	\$ 22,785	\$ 22,786	\$ 22,760	\$ 22,700	\$ 22,631	\$ 22,576	\$ 22,534	\$ 22,498	\$ 22,493	\$ 251,313
Columbia	Starwood	130	\$ 175	\$ 352	\$ 454	\$ 470	\$ 470	\$ 470	\$ 468	\$ 467	\$ 466	\$ 465	\$ 464	\$ 464	\$ 5,186
Pierce	Starbuck	6,015	\$ 8,089	\$ 16,292	\$ 21,019	\$ 21,754	\$ 21,755	\$ 21,730	\$ 21,673	\$ 21,607	\$ 21,555	\$ 21,514	\$ 21,480	\$ 21,476	\$ 239,944
Pierce	Steilacoom	1,520	\$ 2,044	\$ 4,117	\$ 5,311	\$ 5,497	\$ 5,498	\$ 5,491	\$ 5,477	\$ 5,460	\$ 5,447	\$ 5,437	\$ 5,428	\$ 5,427	\$ 60,634
Pierce	Stevenson	4,680	\$ 6,267	\$ 12,622	\$ 16,284	\$ 16,854	\$ 16,855	\$ 16,835	\$ 16,791	\$ 16,740	\$ 16,699	\$ 16,668	\$ 16,641	\$ 16,638	\$ 185,892
Skamania	Sultan	1,399	\$ 1,891	\$ 3,789	\$ 4,889	\$ 5,060	\$ 5,060	\$ 5,054	\$ 5,041	\$ 5,025	\$ 5,013	\$ 5,004	\$ 4,996	\$ 4,995	\$ 55,807
Whitman	Sumas	9,470	\$ 12,735	\$ 25,650	\$ 33,092	\$ 34,250	\$ 34,252	\$ 34,212	\$ 34,118	\$ 33,936	\$ 33,872	\$ 33,818	\$ 33,811	\$ 33,811	\$ 377,767
Pierce	Summer	16,130	\$ 21,692	\$ 43,690	\$ 56,364	\$ 58,336	\$ 58,340	\$ 58,272	\$ 58,119	\$ 57,942	\$ 57,802	\$ 57,693	\$ 57,601	\$ 57,590	\$ 643,441
Yakima	Sunnyside	199,600	\$ 268,426	\$ 540,635	\$ 697,476	\$ 721,926	\$ 721,926	\$ 721,090	\$ 719,187	\$ 716,998	\$ 715,264	\$ 713,920	\$ 712,781	\$ 712,645	\$ 7,982,230
Pierce	Tacoma	785	\$ 1,056	\$ 2,126	\$ 2,743	\$ 2,839	\$ 2,839	\$ 2,836	\$ 2,828	\$ 2,820	\$ 2,813	\$ 2,808	\$ 2,803	\$ 2,803	\$ 31,314
Pierce	Tekoa	1,705	\$ 2,293	\$ 4,618	\$ 5,958	\$ 6,166	\$ 6,167	\$ 6,166	\$ 6,143	\$ 6,125	\$ 6,110	\$ 6,098	\$ 6,089	\$ 6,087	\$ 68,014
Thurston	Tenino	1,195	\$ 1,607	\$ 3,237	\$ 4,176	\$ 4,322	\$ 4,322	\$ 4,317	\$ 4,306	\$ 4,293	\$ 4,282	\$ 4,274	\$ 4,267	\$ 4,267	\$ 47,670
Yakima	Tieton	725	\$ 975	\$ 1,964	\$ 2,533	\$ 2,622	\$ 2,619	\$ 2,619	\$ 2,612	\$ 2,604	\$ 2,598	\$ 2,593	\$ 2,589	\$ 2,589	\$ 28,921
Lewis	Toledo	1,020	\$ 1,372	\$ 2,763	\$ 3,564	\$ 3,699	\$ 3,699	\$ 3,695	\$ 3,675	\$ 3,664	\$ 3,655	\$ 3,648	\$ 3,642	\$ 3,642	\$ 40,689
Okanogan	Tonasket	8,950	\$ 12,036	\$ 24,242	\$ 31,275	\$ 32,369	\$ 32,371	\$ 32,333	\$ 32,248	\$ 32,150	\$ 32,072	\$ 32,011	\$ 31,965	\$ 31,965	\$ 357,024
Yakima	Tonawhatchee	19,080</													

2013 Transportation Funding Package

(Dollars in Millions)

New Revenue	2013-15	12 Year Pkg, 2013-25	2012 Fees, 2015-25	Totals through 2025
1) Fuel tax (5/2/2/1)	329	3,430	-	3,430
2) Gross weight fee on trucks > 12,000 lbs (15%)	20	125	-	125
3) Passenger weight fee (increases of \$15-\$35)	211	1,457	-	1,457
4) \$5 vehicle registration fee (HB 1129)	18	148	-	148
5) \$12 title transfer fee (HB 1129)	12	97	-	97
6) Programming of 2012 fees	-	-	730	730
7) Fuel tax phase-in changed to 5/3/2 (Bergquist)	26	63	-	63
8) Identicard & report-of-sale fee increases (Bergquist)	2	92	-	92
9) Handling loss deduction repeal (HB 2041)	5	26	-	26
Subtotal	623	5,438	730	6,168
Bonds to be Issued	340	3,520		
Total Resources	963	8,958	730	9,688

Spending	2013-15	12 Years, 2013-25	2012 Fees, 2015-25	Totals through 2025
1) Maintenance, operations, & preservation*	100	911	-	911
2) Ferries operating + capital maintenance + preservation**	41	436	175	611
3) Cities and counties fuel tax distribution (1 cent total)	33	343	-	343
4) Pay as you go projects (inc. SnoCo \$118m & I-405 amds)	110	1,003	-	1,003
5) Bonded improvement projects	230	3,000	-	3,000
6) 3rd Olympic class ferry vessel + terminal construction	120	520	-	520
7) Transit support	20	120	130	250
8) Fish culverts	20	20	140	160
9) Complete Streets program	17	100	-	100
10) Passenger rail (capital/slope improvements)	17	100	-	100
11) Freight rail projects (FRAP)	2	13	-	13
12) Debt service on new Olympic-class ferry vessel	7	84	-	84
13) Debt service on bonded improvement projects	1	1,500	-	1,500
14) Debt service on Seattle & Mukilteo terminal construction	-	163	-	163
15) Miscellaneous/contingency	-	116	-	116
16) State Patrol**	-	-	140	140
17) Safe Routes to Schools (fee bill)	-	-	34	34
18) Freight Mobility Strategic Investment Board (FMSIB)	-	-	11	11
19) Transportation Improvement Board (TIB)	-	-	50	50
20) County Road Administration Board (CRAB)	-	-	50	50
21) Transit projects (Lias amendment)	50	300	-	300
22) Bike/ped backlog debt service (Lias amd)	6.5	71	-	71
23) Bike/ped project grant program (Lias amd)	16.5	99	-	99
24) Safe Routes to Schools (Lias amd) (13-15 amount in budget)	5	26	-	26
25) Electric vehicle infrastructure bank capitalization (Bergquist)	6	6	-	6
26) Stormwater retrofit projects (Clibborn amd)	26	26	-	26
27) Studies + Fwd Washington (Fey, Zeiger, Clibborn amds)	0.6	0.6	-	0.6
Total Spending	829	8,958	730	9,688

Total available for projects 4,523

*WSDOT shall use stormwater retrofit priority in selecting maintenance and preservation projects.

**Part or all of 2012 Fee Bill amounts is for addressing account deficits, rather than increased spending.

Local Options

1. Up to 0.3% sales tax increase for Community Transit, public vote required.
2. Up to 1.5% MVET for King County Metro, public vote required.
3. Increase in the TBD vehicle fee from \$20 to \$40, councilmanic authority only.
4. Allows the creation of a transit sub-district to increase sales tax rate up to 0.9% with a public vote.

**LEAP 2013-4 House Transportation Committee
Chair's Proposed Funding Package Project List
(12-year State Investment)**

Project Title	Amount (thousands)
Highway Construction	
SR 167/SR 509 Puget Sound Gateway	\$1,270,000
I-405 Renton to Lynnwood - Widening	\$675,000
Columbia River Crossing	\$450,000
US 395 North Spokane Corridor	\$420,000
Joint Base Lewis McChord (JBLM)	\$175,000
Snoqualmie Pass	\$135,000
US 12/Walla Walla	\$126,000
SR 9 Snohomish River Bridge	\$109,000
SR 520 West End	\$100,000
Belfair Bypass	\$63,000
Yelm Loop	\$54,000
I-82 Yakima-Union Gap	\$45,000
I-5 Marysville Interchanges - 116th St.	\$42,000
Federal Way Triangle	\$34,995
I-5/NB Marine View Dr to SR 528 - Peak Use Shoulder Lane	\$34,380
I-90/SR 902/SR 904 Corridor	\$30,000
I-82 West Richland/Red Mountain	\$27,500
US Hwy 2 Safety	\$15,000
SR 518/Des Moines Memorial Dr	\$10,000
Complete SR 522 Improvements - Kenmore	\$8,500
Hwy 16 Frontage Rd - Gig Harbor	\$3,000
SR 302 Corridor Study and EIS	\$2,400
SR 529/I-5 Interchange	\$1,800
41st to W. Marine View Dr. Freight Corridor Improvements	\$1,500
Schouweiler Road Improvements	\$1,350
SR 305 Construction - Safety Improvements	\$1,000
West Olympia Interchange Justification Report	\$1,000
Lake Forest Park Highway Corridor Planning Study	\$500
Subtotal	\$3,836,925
Bike/Ped/Transit	
AWV Transit Mitigation	\$17,000
Bellevue Mountain to Sound Greenway	\$7,500
Guemes Channel Trail	\$3,500
Pacific Ave Bike Overpass	\$3,000
Sunset Ave (Edmonds) Walkway Project	\$700
I-90 Golf Course Rd (Park and Ride)	\$285
Subtotal	\$31,985
Rail	
Port of Moses Lake	\$3,500
SR 432/SR 433 Rail and Highway Modernization	\$2,000
West Vancouver Freight Access	\$1,900
Port of Warden Rail Infrastructure Expansion	\$1,000
South Kelso Railroad Crossing EIS	\$900
Port of Quincy	\$900
Bingen Rail Study	\$300
Subtotal	\$10,500
Ferries	
Seattle Ferry Terminal Replacement	\$278,200
3rd 144-Vehicle Ferry Construction	\$123,000
Mukilteo Ferry Terminal Replacement	\$119,100
Subtotal	\$520,300
Grand Total	\$4,399,710

*In a number of the projects, the total project costs are greater than that shown and will be financed by tolls, federal funds, local and private contributions, and other.

LEAP Transportation Document 2013-M1
As Developed April 21, 2013
(dollars in thousands)

Project Title	Amount
SR 526: Hardeson Rd Interchange in Everett	\$44,000
SR 9/SR 204 Interchange	\$21,000
SR 524: 48 th Ave W-37 th Ave W Widening	\$14,000
SR 522: Paradise Lake Rd Interchange (Design/Engineering)	\$10,000
US 2 Trestle in Everett (Design/Engineering/HOT Lane Study)	\$10,000
SR 99 Revitalization in Edmonds	\$10,000
I-5 156 th St NE Interchange in Marysville (Design/Engineering)	\$5,000
Poplar Way Extension Bridge in Lynnwood (R/W Acquisition)	\$2,200
41 st St Rucker/Ave Freight Corridor in Everett	\$1,500
Construction Engineering Design to 35 th Ave SE Mill Creek	\$500
Total	\$118,200

New Transit Projects 2013-2025 (from LEAP document 2013-L2)
(Dollars in thousands)

Project Title	Agency	Leg District	Amount
1 Tulip Lane Park and Ride Improvements	Ben Franklin Transit	8	\$600
2 Bothell Transit Center Parking Garage	Bothell, Comm Trans, Sound Transit	1, 45	\$5,000
3 Vehicle Maintenance Facility Upgrade	Clallam Transit	24	\$300
4 Mukilteo Park and Ride	Community Transit	21	\$5,500
5 Restore Sunday Bus Service	Community Transit	1, 10, 21, 32, 38, 39, 44	\$3,000
6 SWIFT II Bus Rapid Transit	Community Transit, Everett Transit	21, 38, 44	\$10,000
7 Fishers Landing Park & Ride Lot Expansion	C-TRAN	17, 49	\$1,100
8 Vancouver Mall Transit Center Relocation and Upgrade	C-TRAN	49, 17, 18	\$3,200
9 Everett Connector (on-going 12-year support)	Everett Transit	38, 39, 10, 40	\$6,500
10 North Broadway Bus Stop Safety Improvements	Everett Transit	38	\$3,000
11 Maintenance and Operations Facility Rehabilitation and Expansion	Intercity Transit	22	\$5,000
12 Four Corners/SR 20 Park and Ride	Jefferson Transit	24	\$1,000
13 Rapidride Expansion Burien-Delridge	King County	34, 33, 11	\$33,000
14 Rapidride Expansion Split C/D lines, SLU/SODO	King County	36, 43, 37	\$15,000
15 Speed and Reliability Improvements, Eastgate-Downtown Bellevue	King County	48, 41	\$3,000
16 Speed/Reliability Improvements, SLU-Seattle Center-Capitol Hill; Split Route 8; Montlake	King County	36, 43, 37	\$9,000
17 Speed and Reliability Improvements, SR 523-Shoreline to Lake Forest Park	King County	46, 32	\$3,000
18 Trolley Expansion/Electrification, Madison and 23rd Ave E routes	King County	43, 37	\$30,000
19 East Bremerton Transfer Center	Kitsap Transit	35, 26, 23	\$3,000
20 Suquamish Way P&R Interchange Improvements	Kitsap Transit	23, 26, 35	\$2,300
21 Shelton Transit-Community Center	Mason Transit Authority	35	\$3,000
22 Preserve Sunday/Weekend/Evening Bus Service	Pierce Transit	2, 25, 27, 28, 29	\$3,000
23 Puyallup Park and Ride	Pierce Transit	25	\$5,500
24 Spanaway Park and Ride	Pierce Transit	29	\$5,500
25 Tri-County Connector (on-going 12-year support)	Skagit Transit, Island Transit	38, 39, 10, 40	\$13,800
26 Auburn Sounder Station Access Improvements	Sound Transit	47, 31	\$33,800
27 Preliminary engineering light rail, Kent-Federal Way	Sound Transit	33, 30	\$17,400
28 Spokane Central City Line	Spokane Transit	3, 6	\$11,700
29 Renton HOV S 8th St	WSDOT, Sound Transit	37, 11, 41	\$63,800
		TOTAL	\$300,000

Pedestrian and Bicycle Safety Projects -- Backlog List (from LEAP list 2013-L1)
(Dollars in thousands)

	Project Title	Agency	Leg District	Amount
1	US 2 Shared Use Path	Airway Heights	6	\$615
2	Anacortes Bike and Pedestrian Projects	Anacortes	40	\$283
3	Wing Point Way Improvements	Bainbridge	23	\$368
4	Northup Way Connection to the SR520 Trail	Bellevue	48, 41	\$1,000
5	W Horton Multimodal Corridor Pedestrian Boardwalk	Bellingham	40, 42	\$500
6	136th St/8th Ave W Walkways, Burien	Burien	34	\$600
7	East Entwistle Street Pedestrian Improvements	Carnation	45	\$550
8	Exit 49 Pedestrian and Bicycle Enhancement Project	Castle Rock	19	\$582
9	Skookumchuck Pedestrian and Bike Crossover	Centralia	20	\$1,946
10	Euclid Ave Sidewalk and Bicycle Lane Improvements	Chelan County	12	\$328
11	Betz Elementary School Intersection and Sidewalk Improvements	Cheney	6	\$100
12	Salnave Elementary School Intersection and Sidewalk Improvements	Cheney	6	\$90
13	Main Street Segment B Improvements	Chewelah	7	\$242
14	SR 19/Chimacum - pedestrian safety improvements	Chimacum	24	\$500
15	NW 78th St Pedestrian Refuge	Clark County	49	\$198
16	College Ave/Rose St	College Place	16	\$900
17	Jenkins Creek Park Bridge and Mixed-Use Path	Covington	47	\$554
18	Dayton Main Street Enhancement	Dayton	16	\$248
19	SR 99/SR 516 Missing Sidewalk	Des Moines	33	\$150
20	Transportation Gateway Project	Des Moines	33	\$500
21	Lakota Middle School - 13th Ave SW Sidewalk Connection	Federal Way	30	\$270
22	S 228th St Roadway Project	Federal Way	30	\$1,115
23	Pacific Highway E (SR 99) Pedestrian and Bicycle Safety Improvements	Fife	25	\$1,437
24	SR 101/City of Forks - school safety improvements	Forks	24	\$500
25	Harrah Street Improvements	Harrah	14	\$610
26	Downtown Hoquiam Pedestrian and Bicycle Safety Project, Phase 2	Hoquiam	24	\$1,500
27	Sidewalk Improvement Project	Ilwaco	19	\$20
28	SR 101 Olympic Discovery Trail-Blyn East Shared Path Safety Project	Jamestown S'Klallam Tribe	24	\$715
29	Pedestrian Safety Crossings	Kennewick	8	\$540
30	James Street Bicycle Corridor	Kent	33, 47	\$1,197
31	Kent Regional Trails Connector	Kent	33, 47	\$176
32	Meadow Ridge SRTS Project	Kent	33, 47	\$611
33	US 395 Pedestrian and Bicycle Safety Improvements	Kettle Falls	7	\$375
34	East Lake Sammamish Trail (Master Planned) – North Sammamish B Segment	King County		\$1,500
35	King County Bike Share Program Launch/South Lake Union (Target A)	King County	43, 36	\$750
36	Lake-to-Sound Trail, Segment B Construction	King County		\$1,000
37	LIHI Transportation Improvements	King County	11	\$300
38	Skyway Neighborhood Sidewalk Improvements	King County		\$475
39	Cross Kirkland Corridor	Kirkland	45, 48	\$1,297
40	NE 104th St Sidewalk	Kirkland	45, 48	\$920
41	NE 132nd St Sidewalk Improvement at Finn Hill MS	Kirkland	45, 48	\$816
42	Park Lane Pedestrian Corridor Enhancements	Kirkland	48	\$1,180
43	SR 522/165th ADA and Sidewalk Improvements	Lake Forest Park	32	\$300
44	Lundeen Prkwy Corridor Ped Safety Improvement	Lake Stevens	44	\$900

Pedestrian and Bicycle Safety Projects -- Backlog List (from LEAP list 2013-L1)
(Dollars in thousands)

	Project Title	Agency	Leg District	Amount
45	Gravelly Lake Dr SW - 100th St SW to Bridgeport Way SW Sidewalks	Lakewood	28	\$695
46	Commercial Street Sidewalk	Leavenworth	12	\$729
47	Leavenworth-US 12 Pedestrian Crosswalk Improvements	Leavenworth	12	\$189
48	Downtown Corridor Pedestrian and Streetscape Improvements	Longview	19	\$1,000
49	LINC 2 Bike Project	Lynnwood	32	\$704
50	Marshall Elementary SRTS	Marysville	38	\$700
51	Milton Way Pedestrian Improvements (17th Ave to 22nd Ave)	Milton	30	\$693
52	Main Ave Sidewalk Improvements - Phase III	Morton	20	\$300
53	Heron Bluff Trail	Moses Lake	13	\$197
54	Klickitat Pathway	Mossyrock	20	\$223
55	214th St SW Sidewalk Improvements	Mountlake Terrace	1, 32	\$321
56	112th Ave SE Pedestrian Improvements	Newcastle	41	\$735
57	SE 140th St Non-Motorized Improvemens - SE North Bend Way to 457th Ave SE	North Bend	5	\$590
58	E. Chance a La Mer Pedestrian and Bike Facilities	Ocean Shores	24	\$900
59	Ocean Shores SRTS Pt Brown South	Ocean Shores	24	\$750
60	Quince Street Sidewalk	Olympia	22	\$216
61	West Bay Drive Sidewalk Project	Olympia	22	\$860
62	C Street South/Garfield St South Intersection	Pierce County	29	\$263
63	Foothills Trail - Buckley City Limits to SR 162 Overcrossing	Pierce County	31	\$750
64	Key Peninsula Highway KPN - Key Center Sidewalks	Pierce County	26	\$432
65	Park Ave S - 125th St S to Garfield St S	Pierce County	29	\$315
66	SR 101/City of Port Angeles - school safety improvements	Port Angeles	24	\$300
67	Bay St Pedestrian Pathway	Port Orchard	26	\$3,460
68	Sheridan St Non-Motorized and Public Transit Improvement Project	Port Townsend	24	\$250
69	Lincoln Road Non-motorized Safety Improvements	Poulsbo	23	\$250
70	Jefferson School Path	Pullman	9	\$90
71	5th Street Sidewalks, 43rd to 39th	Puyallup	25	\$305
72	Logan Ave N Pedestrian Improvements	Renton	11	\$590
73	SR 240 Multi-purpose Trail, Stevens Dr to Kingsgate Dr	Richland	8	\$680
74	Prune Alley Complete Streetscape Project	San Juan County	40	\$650
75	47th and Admiral Ped Imp, Seattle	Seattle	34	\$125
76	6th Avenue South (multi use trail) Spokane st to E-3 Busway	Seattle	37, 34	\$600
77	Burke-Gilman Trail Completion	Seattle	46, 43	\$2,500
78	Capitol Hill Housing Pedestrian Access and Station Area Improvements	Seattle	43	\$1,000
79	Center City Cycle Track	Seattle	43, 36	\$2,000
80	El Centro De La Raza Bicycle and Pedestrian Improvements	Seattle	37	\$1,000
81	Elliott Bay Trail- emergency repair	Seattle	36	\$500
82	Holgate bike and stairway safety improvement	Seattle	37, 34	\$500
83	Lake City Way Pedestrian Safety Improvements	Seattle	46	\$1,000
84	Northgate Transit Center Pedestrian Bridge	Seattle	46	\$3,000
85	Rainier Avenue Pedestrian Safety Improvements	Seattle	37	\$500
86	West Seattle Bridge Trail - Upgrades, crossing, safety, surfacing	Seattle	34	\$500
87	Westlake Cycle Track	Seattle	36	\$635
88	1st Ave NE and 6th Ave NE	Shoreline	32	\$600

Pedestrian and Bicycle Safety Projects -- Backlog List (from LEAP list 2013-L1)
(Dollars in thousands)

	Project Title	Agency	Leg District	Amount
89	52nd Ave W	Snohomish County	21	\$750
90	Centennial Tr.: SR9 bike/ped path W.	Snohomish County	44	\$750
91	SR 99 NB / Gibson Rd vic. To Airport Rd vic. Pedestrian Connectivity	Snohomish County	21	\$1,679
92	Pedestrian-Bicycle Snoqualmie River Bridge	Snoqualmie	5	\$638
93	Addison, Standard & Colton Streets Corridor Improvements	Spokane	6	\$513
94	Centennial Trail - Monroe Street Crossing	Spokane	3	\$371
95	Division Street Pedestrian Improvements	Spokane	3, 6	\$1,000
96	Ridgeview Elementary School	Spokane	3, 6	\$508
97	Spokane Riverfront Park Pedestrian Bridge Safety	Spokane	3	\$375
98	Appleway Shared-use Path	Spokane Valley	4	\$2,061
99	Sultan Bicycle and Pedestrian Bridge	Sultan	39	\$1,500
100	Sumner Urban to Mountain Trail Section #3	Sumner	30	\$669
101	Village Non-Motorized Safety Improvements Project	Swinomish	40	\$509
102	Shuster Parkway Pedestrian Connection	Tacoma	27	\$1,000
103	South 25th Street Bicycle Mobility and Connection	Tacoma	27	\$698
104	Thea Foss Waterway - Site 10 Esplanade	Tacoma	27	\$1,922
105	SR 27 Sidewalk Project	Tekoa	9	\$144
106	Boeing Access Road Corridor Study and Ryan Way Improvements	Tukwila	11	\$195
107	SR 900/68th Ave S Sidewalk Improvement	Tukwila	11, 37	\$300
108	Capitol Blvd at U Street	Tumwater	22	\$91
109	Linderson Way at Lee Street	Tumwater	22	\$185
110	Michael T Simmons Elementary	Tumwater	22	\$126
111	Peter G Schmidt Elementary	Tumwater	22	\$211
112	27th Street/Regents Blvd between Bridgeport Way and Mildred St	University Place	28	\$980
113	Elwood Dr/44th St SRTS	University Place	28	\$910
114	Evergreen Highway Bicycle and Pedestrian Safety Improvement Project	Vancouver	49, 17	\$376
115	City of Waitsburg Main Street Safety Enhancement	Waitsburg	16	\$140
116	Whitman Drive West Bicycle Route	Walla Walla County	16	\$275
117	First Street (SR 170) Pedestrian/Bicycle Safety Project	Warden	13	\$813
118	Jemtegaard Trail Improvements	Washougal	18	\$599
119	Downtown Bike Connections	Wenatchee	12	\$191
120	Patterson Street/Westhaven Drive Sidewalk	Westport	19	\$75
121	Birch Bay Drive and Pedestrian Facility Project	Whatcom County	42	\$3,000
122	Susie Stephens Trail, Phase 2	Winthrop	12	\$750
123	NSC Shared Use Pedestrian/Bicycle Path	WSDOT	3, 4, 6	\$10,000
124	SR 524/Westbound 24th Ave W to 196th Pl W	WSDOT	1	\$752
125	SR 525 Bridge Replacement/Pedestrian Improvements, preliminary engineering	WSDOT	21	\$2,000
126	16th Ave and Fruitvale Blvd Pedestrian Improvements	Yakima	14	\$350
127	Powerhouse Road Sidewalk	Yakima	14	\$400
128	West Valley Middle School Vicinity Improvements	Yakima	14	\$544
129	East Yelm Ave Sidewalk Improvements (SR 507)	Yelm	2	\$212
130	Yelm-Tenino Trail Connection Improvements	Yelm	2	\$83
		TOTAL		\$100,000

Mega-Project Financing Plans

(dollars in millions)

SR 167/Puget Sound Gateway

Fund Source	Amount
Rev. Package/Gas Tax	\$1,270
Tolling	\$330
Private/Federal	\$130
Total	\$1,730

I-405 Renton to Lynnwood

Fund Source	Amount
Rev. Package/Gas Tax	\$675
Tolling	\$500
Total	\$1,175

SR 520 Corridor Improvements - West End

Fund Source	Amount
Rev. Package/Gas Tax	\$100
Tolling	\$1,300
Total	\$1,400

Columbia River Crossing

Fund Source	Amount
Rev. Package/Gas Tax	\$450
Oregon contribution	\$450
Tolling	\$900 - \$1,300
FTA Grant	\$850
FHWA funds	\$400
Total	\$3,100 - \$3,500

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Joint Utility Trench Agreement with Century Link for the 24th Avenue South Improvement Project (S. 216th Street to S. 208th Street)

AGENDA OF: June 6, 2013

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: May 30, 2013

ATTACHMENTS:

- 1. Joint Trench Agreement with Century Link
- 2. RCW 35.99.060

CLEARANCES:

- Legal *JG*
- Finance *CP*
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works DEL for Dev/Brewer
- Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation:

The purpose of this item is for approval of a joint utility trench agreement with Century Link (refer to Attachment 1), to document and establish roles and responsibilities for the utility undergrounding improvements on the 24th Avenue South Project (S. 216th Street to S. 208th Street), consistent with Council direction provided on December 21, 2009. Century Link as agreed to reimburse the City up \$39,877 to better their system. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion: "I move to approve the attached Joint Trench Utility Agreement with Century Link for the utility undergrounding improvements of the 24th Avenue South Project (S. 216th Street to S. 208th Street), including reimbursing the City up to \$39,877, and further authorize the City Manager to sign the Agreement, substantially in the form as submitted."

Background

The 24th Avenue South Improvement Project has been adopted as part of the Capital Improvement Plan for the City of Des Moines. It is one of three arterial segments referred collectively as the Transportation Gateway Project. The project design has been completed, permits have been approved, and construction funding is secured via an Agreement with the Port of Seattle and the Federal Highway Administration via the Washington State Department of Transportation. The City is about ready to advertise the project for construction bids.

Staff conducted a utility coordination effort as part of the improvement project. All utilities within the project limits have been involved in the process. Overhead utilities, including PSE, Comcast, and Century Link, are being undergrounded.

The Des Moines Municipal Code contains the following section regarding undergrounding:

12.48.110 Improvement of streets, utility undergrounding.

The city council, when ordering the improvement of a street, whether financed by a local improvement district or city funds, shall determine whether the relocation of electrical and communication systems underground is required, and if so, the manner of payment therefore. [Ord. 1012 § 11, 1993.]

The undergrounding and funding of the 24th Avenue South Project has been discussed several times during Capital Improvement Program (CIP) budget discussions at Council since 2009. At the October 22, 2009 Council meeting, staff provided a briefing to the Council on the preliminary design and design report, which included undergrounding of overhead utilities for the Gateway Project. At the November 12, 2009 Council meeting, the Council approved a supplement to the consultant agreement for Final Design, which included provisions for utility undergrounding.

At the December 21, 2009 Council meeting, the Council confirmed its policy direction regarding the undergrounding component of the project. The Council also directed staff to make the necessary arrangements to have all of the existing overhead utilities undergrounded, and authorized Puget Sound Energy (PSE) to proceed with the design of undergrounding the distribution system in accordance with the Schedule 74 Underground Conversion Project Design Agreement.

The PSE undergrounding design has been completed and has been incorporated into the City's project plans and specifications.

Discussion

During the design phase of the project, the City met with utility purveyors to inform them of the City's plans, and to request their input and participation on the project. Century Link has agreed to participate in the joint utility trench to be shared with the City, Comcast, and Puget Sound Energy. The use of a joint utility trench reduces the costs for all the parties. The undergrounding of Century Link facilities have been incorporated into the City's project plans and specifications.

Century Link owns several poles and has an extensive fiber optic communication system throughout the project limits. Therefore RCW 35.99.060 (refer to Attachment 2) is applicable to this project. A Washington State Supreme Court ruling in 2006 on a Qwest vs. City of Kent case related to the RCW provides clear definition and application of the RCW. As such the City will be responsible for the

incremental cost difference between an aerial to aerial relocation and an aerial to buried relocation per the RCW.

In discussions with Century Link, two options are available to meet this requirement:

Option One: Would be to calculate the incremental cost difference for the work, material costs, and Century Link labor costs. Century Link would require the City to pay this estimated cost in advance of the start of the work.

Option Two: Would be for the City to provide trench, backfill, restoration, and labor to install Century Link provided materials at no cost to Century Link. Most, if not all City's prefer this method for meeting the requirement, as this is essentially equivalent to the incremental cost difference. Similar cost sharing for the trench work is required in our agreement with PSE.

Staff has negotiated the attached Agreement under Option 2 above, and the City has previously used this option on other Agreements. Under this Agreement (refer to Attachment 1), the City's contractor will install Century Link-provided vaults and conduit within the joint utility trench area. Century Link will be responsible for installing any of their conduits and vaults located outside of the joint trench area, and for installing their own wiring within the system, and making all wiring connections. The Agreement requires Century Link to abide by the City's construction schedule.

The Agreement has provisions for Century Link's timely delivery of materials to the project, as well as their timely wiring and connection of the new system, and removal of the existing aerial system. The Agreement requires Century Link to meet the City's schedule for completing the work. It also requires Century Link to pay for any delays they cause should they fail to deliver material on schedule, or delay the contractor in any way. It also requires Century Link to pay for any changes they request or changes that are required as a result of errors in Century Link's design.

The 24th Avenue South Project was included in this year's CIP with a planned construction phase to begin in fall of 2013. Accordingly, staff plans to advertise the project for construction bids in the summer of 2013.

Project Status

The Table below summarizes the recent actions that have or will come before the Council on future consent calendars. The action before the Council with this agenda item is italicized.

Agreement or Contract

Agency / Utility	Council Authorization
PSE Design Agreement	December 21, 2009
PSE Construction Agreement	May 23, 2013
<i>Century Link Construction Agreement</i>	<i>Pending for June 6, 2013</i>
Comcast Construction Agreement	May 23, 2013
Highline Water District Inter Local Agreement	Pending for June 6, 2013

Alternatives

There are no available alternatives that would not significantly impact the project schedule and budget. If the Council were to decide to reverse its previous direction, and not require the utilities to be undergrounded, additional right-of-way will need to be acquired by the City in order to accommodate the aerial relocation as there is currently insufficient right-of-way to accommodate this together with the proposed improvements.

Financial Impact

The costs associated with the undergrounding of utilities have been included within the project CIP budget.

Recommendation or Conclusion

Staff recommends that Council approve the Construction Agreement.

Concurrence

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

**AGREEMENT TBD
FOR
JOINT CONSTRUCTION**

THIS AGREEMENT (the "Agreement") is entered into as of the ___ day of _____, 2013 between CenturyTel Services Group, LLC ("CenturyLink"), and the City of Des Moines, Washington, a Washington municipal corporation.

I. JOINT CONSTRUCTION TERMS AND CONDITIONS

1. DEFINITIONS:

- 1.1. "Schedule" means a written instrument made part of the Agreement describing Work, including price, specifications, warranty terms and related shipping and delivery instructions, and sometimes referred to as a "Statement of Work". Schedules may be added, deleted or modified as agreed in writing and executed by the parties.
- 1.2. "Project Developer" means **City of Des Moines, Washington**.

2. TERM:

The Agreement will commence as of the Effective Date and will continue through December 31, 2015 ("Term"). If the term of any Schedule or Order extends beyond the Term, the Agreement will remain in effect for the term of and only with respect to any Schedule or Order that extends longer than the Term.

3. THE PROJECT:

- 3.1. Project Developer intends to perform a construction project, or multiple construction projects, that may be described on one or more Schedules to this Agreement (each referred to as a "Project").
- 3.2. In connection with the Project, it is necessary or desirable that CenturyLink install telecommunications facilities in the area in which the Project will be performed (the "Site") or that CenturyLink's existing telecommunications facilities at the Site be moved. The new or moved telecommunications facilities and all associated equipment shall be referred to in this Agreement and any Schedules, as (the "Facilities").
- 3.3. CenturyLink has requested that as part of an individual Project, Project Developer, acting through its contractor (the "Contractor"), perform certain work in connection with the Facilities on the Site for CenturyLink, which work is more specifically described in an Exhibit to the Schedule (the "Work").

4. INVOICES AND PAYMENTS:

4.1. Invoices.

Within 30 days of providing Work to CenturyLink, Project Developer will issue an invoice by the method agreed upon by the parties. Unless otherwise required by law, CenturyLink will not pay for Work invoiced more than 90 calendar days after completion of the Work. Each invoice will contain an itemized description of the Work and all applicable charges and taxes (if Project Developer is a private entity, exclusive of taxes based on Project Developer's income). CenturyLink will be liable only for undisputed and correct taxes itemized on the invoice for Work to which the taxes relate. Project Developer, and its Contractor, is responsible for charging the correct taxes on the applicable invoice other than where CenturyLink has provided Project Developer a properly completed tax exemption certificate or other evidence of exemption. Project Developer, or its Contractor, as applicable, must be registered by the taxing jurisdictions to collect sales and/or use taxes within the states to which Work are provided.

4.2. Payment Due Date; Acceptance of Payment.

CenturyLink will pay undisputed invoices in U.S. dollars within 30 days of CenturyLink's receipt of a proper invoice. Payment will not constitute acceptance of the applicable Work. If Project Developer accepts payment from CenturyLink for Work, Project Developer waives any claims that Project Developer may have against CenturyLink for the Work.

5. ACCEPTANCE:

Acceptance of the Work will be defined on the applicable Schedule.

6. LIENS:

Project Developer warrants that no mechanics' liens or other claims or demands, including but not limited to personal injury, death, property damage, non-payment or other liability claims, will be filed or maintained by it, the Contractor, subcontractors or any other third party against any CenturyLink equipment, real estate or other property on account of the Work. CenturyLink reserves the right, at any time during the progress of the Work, to require Project Developer, the Contractor and any subcontractor to furnish evidence in form and substance acceptable to CenturyLink that all claims, liens and causes of action, if any, for the payment of wages or salaries or the payment of charges for labor, materials, tools, machinery, or supplies have been satisfied, released or settled.

7. CONFIDENTIAL INFORMATION:

7.1. Definition of Confidential Information. "Confidential Information" means any and all non-public information in accordance with the Public Records Act, chapter 42.56 RCW.

7.2. Use and Disclosure of Confidential Information.

7.3. Subject to applicable law, and except as expressly provided in the Agreement, Project Developer will, and will ensure that the Contractor does, (a) not use Confidential Information for any purpose other than the fulfillment of its obligations under the Agreement; (b) not disclose Confidential Information to any third party (including any affiliate of itself or of CenturyLink) without the prior written consent of CenturyLink; provided, Project Developer may provide essential information only to the Contractor subject to a confidentiality obligation of the Contractor no less stringent than this provision; (c) not make any copies of Confidential Information without CenturyLink's prior consent; and (d) protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. Project Developer will, and will ensure that the Contractor does, only disclose Confidential Information to employees and/or agents who have a "need to know" for purposes of the Agreement. Project Developer will, and will ensure that the Contractor does, notify and inform such employees and/or agents of their obligations under the Agreement, and Project Developer will be responsible for any breach of this section by it's or the Contractor's employees and/or agents. In the event Project Developer or the Contractor is required to disclose Confidential Information pursuant to law, Project Developer will notify CenturyLink of the required disclosure with sufficient time for CenturyLink to seek relief, will cooperate with CenturyLink in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information. Subject to applicable law, at the conclusion of the Agreement, or any time at the specific request of CenturyLink, any and all Confidential Information will be returned to CenturyLink.

8. INDEPENDENT CONTRACTORS:

8.1. Independent Contractor.

Project Developer certifies that it is engaged in an independent business and will perform its obligations arising in connection with the Agreement as an independent contractor and not as the agent or employee of CenturyLink. This Agreement does not create a partnership, joint venture or similar relationship between the parties and neither party will have the power to obligate the other in any manner whatsoever.

8.2. Agents and Employees.

Any persons who perform services for CenturyLink will be solely the employees or agents of Project Developer under its sole and exclusive direction and control. Project Developer is solely responsible for: (a) the hours of work, methods of performance and compensation of its employees and agents; (b) compliance with all federal, state and local rules and regulations including those governing worker's compensation, unemployment, disability insurance and social security withholding for its employees and agents; and (c) all federal and state income taxes for its income derived in connection with the Agreement.

8.3. Safety and Health.

The safety and health of Project Developer's employees and agents while working on the Project will be Project Developer's sole responsibility. Project Developer and its employees and agents will comply with

all applicable rules and regulations, as well as all local, state and federal environmental, health and safety requirements, including those relating to the use and handling of hazardous materials. Project Developer will immediately report to CenturyLink any accidents, injuries or property damage arising from the performance in connection with the Agreement. Project Developer will provide CenturyLink with copies of any safety, health or accident reports that Project Developer files with any third party with respect to Project Developer's performance in connection with the Agreement.

9. INDEMNIFICATION:

- 9.1.** In addition to Project Developer's obligation to obtain and keep, and ensure that the Contractor obtains and keeps, insurance as set forth in this Agreement, and to the fullest extent permitted by law, Project Developer agrees to indemnify, defend and hold harmless CenturyLink, its affiliates and each of their officers, directors, employees and agents from and against all suits, losses, costs (including without limitation reasonable court costs and attorneys' fees), lawsuits, judgments, orders, awards, fines, penalties, expenses, liabilities, actions, damages or claims of any character ("Liabilities") arising from or in connection with (a) any personal injuries or property damage received or sustained by any person or property arising in whole or in part in connection with the Work; (b) any act or omission, neglect, negligence, gross negligence or willful misconduct of Project Developer, the Contractor or any subcontractors in connection with the Work or the Agreement; or (c) any breach by Project Developer of the Agreement.
- 9.2.** CenturyLink will indemnify, defend and hold harmless Project Developer, its employees and agents from and against all Liabilities arising from or in connection with (a) any act or omission, neglect, negligence, gross negligence or willful misconduct of CenturyLink in connection with the Agreement or (b) any breach by CenturyLink of the Agreement.
- 9.3.** Prior to the commencement of the Work, Project Developer will require the Contractor to agree in writing to indemnify, defend and hold harmless CenturyLink, its affiliates and each of their officers, directors, employees and agents from and against all Liabilities arising from or in connection with (a) any personal injuries or property damage received or sustained by any person or property arising in whole or in part in connection with the Work; and (b) any act or omission, neglect, negligence, gross negligence or willful misconduct of the Contractor or any subcontractors in connection with the Work.
- 9.4.** No party shall be required to indemnify, defend, or save harmless the other party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the party seeking indemnification.

10. LIMITATION OF LIABILITY:

Except for Project Developer's indemnification obligations and each party's breach of any requirements regarding Confidential Information, neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused, and regardless of legal theory or foreseeability, directly or indirectly arising under the Agreement, even if such party has been apprised of the possibility of the damages.

11. INSURANCE:

11.1. General Insurance Requirements.

Project Developer will, and will require that the Contractor, at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers licensed in the areas where the Work will be performed having at minimum a "Best's" rating of A -VII. Contractor will not commence any Work until it has fulfilled all insurance requirements in this section. Contractor will require its subcontractors to maintain proper insurance applicable to the type and scope of Work to be performed under this Agreement. It is expressly understood that Contractor is ultimately responsible for its subcontractors including without limitation ensuring that the appropriate insurance is maintained by its subcontractors.

11.2. Workers' Compensation Insurance.

Workers' Compensation and/or, when applicable, Long Shoremen's and Harbor Workers Compensation insurance with (i) statutory limits of coverage for all employees as required by statute; and (ii) although

not required by statute, coverage for any employee on the job site; and Stop Gap liability or Employer's Liability insurance with a limit of One Million Dollars (\$1,000,000) for each accident.

11.3. Commercial General Liability Insurance.

Commercial General Liability insurance providing coverage for bodily injury, death, personal injury and property damage occurring or arising out of the performance of this Agreement, including coverage for products/completed operations, premises operations, independent contractor's protective coverage (required if Contractor subcontracts any of the Work), and contractual liability with respect to liability assumed by Project Developer. This insurance will also include: (i) explosion hazard coverage (commonly referred to as "X" coverage) if the Work involves blasting, (ii) collapse hazard coverage (commonly referred to as "C" coverage) if the Work may cause structural damage due to excavation, burrowing, tunneling, caisson work or under-pinning, and (iii) underground hazard coverage if the Work may cause damage to underground facilities (commonly referred to as "U" coverage). The limits of liability for this coverage will be not less than the limits as set forth below.

Each Occurrence	\$1,000,000.00
General Aggregate Limit	\$2,000,000.00
Products-Completed Operations Limit	\$1,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00

These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

11.4. Commercial Automobile Liability Insurance.

Commercial Automobile Liability insurance covering owned, non-owned and hired vehicles used in connection with the performance of the Work. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage.

11.5. Certificates of Insurance.

Project Developer shall forward to CenturyLink certificates of such insurance upon execution of this Agreement and upon any renewal of such insurance during the term of this Agreement for both Project Developer and the Contractor. The insuring carrier(s) may use the ACORD or equivalent certificate of insurance form acceptable to CenturyLink. The insurance certificates shall provide that: (i) CenturyLink is named as an additional insured on the Commercial General Liability and Commercial Automobile Liability policies; (ii) thirty (30) calendar days prior written notice of cancellation of, or material change or exclusions in, the policy to which the certificates relate shall be given to CenturyLink; (iii) underground hazard coverage (commonly referred to as "U" coverage) is part of the coverage and (iv) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the description portion of the certificate. Project Developer shall not commence any Work until the obligations of Project Developer with respect to insurance have been fulfilled. The fulfillment of such obligations shall not relieve Project Developer of any liability hereunder or in any way modify Project Developer's obligations to indemnify CenturyLink.

11.6. Work around Railroad Tracks.

Whenever any Work is performed within fifty (50) feet of railroad tracks or upon a railroad right-of-way (including, if applicable, excavation of soil or use of heavy machinery), a Railroad Protective Liability Insurance policy will be required. Such policy will be issued in the name of the railroad with such limits as required by the railroad for bodily injury, property damage or physical damage to property. In addition, such policy will name CenturyLink as contractor/subcontractor on the declarations page with respect to its interest in the specific Work. This insurance policy will be in form and substance satisfactory both to CenturyLink and the railroad company and will be delivered to and approved by both parties prior to the entry upon or use of the railroad property. Railroad Protective Liability insurance required by the railroad shall be paid by CenturyLink, and Contractor shall arrange to have such costs billed separately and directly to CenturyLink by the insuring carrier(s).

12. TERMINATION; CANCELLATION:**12.1. Notice.**

Either party may terminate this Agreement (including its Schedules), in whole or in part, for its convenience with 30 days prior written notice. Project Developer will be entitled to payment for Work accepted and received by CenturyLink as of the date of termination. CenturyLink will have no other liability arising out of termination of this Agreement or a Schedule.

12.2. Breach.

Either party may terminate this Agreement (including its Schedules), in whole or in part, by written notice to the other if the other party breaches this Agreement and fails to cure such breach to the non-breaching party's satisfaction within 30 days of written notice specifying the breach.

12.3. Pre-Termination Obligations.

Expiration or termination of this Agreement (including its Schedules) will not relieve either party from its obligations arising hereunder prior to such expiration or termination.

13. DISPUTE RESOLUTION:**13.1. Negotiation.**

The parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between individuals who are at a higher level than the persons with direct responsibility for administration of this Agreement. Any party may give written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the written notice, the receiving party will submit to the other a written response. The notice and the response, will include (a) a statement of the party's position and a summary of arguments supporting that position and (b) the name and title of the executive who will represent that party and anyone other person who will accompany that individual. Within 30 days after delivery of the disputing party's notice, the executives of both parties may confer at a mutually acceptable time, and thereafter as they reasonable deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.. All negotiations and documents exchanged pursuant to this clause are confidential, and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

13.2. Forum and Governing Law.

Any legal proceeding arising out of, or relating to this Agreement, will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction in the Seattle, Washington metropolitan area.

13.3. Waiver of Jury Trial and Class Action.

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

14. MISCELLANEOUS:**14.1. Compliance with Laws and Policies.**

- (a) Project Developer will obtain, at its expense, all permits and licenses, bonds, and other necessary legal authority, pay all fees, and comply with all federal, international (if applicable), state and local laws, ordinances, rules, regulations and orders applicable to Project Developer or Project Developer's performance hereunder including, the Communications Act and orders of the Federal Communications Commission.
- (b) Project Developer, or its Contractor, will give all required notices to governmental authorities, and will coordinate all necessary governmental inspections to avoid delays in the provision of the Work.
- (c) Project Developer agrees to adhere to CenturyLink's Ethical Business Practices, or with Project

Developer's code of conduct or own similar standards. If any terms of the CenturyLink Ethical Business Practices conflict with the terms of the written contract with the Project Developer, the agreement will prevail. CenturyLink's Ethical Business Practices can be found at:
<http://www.CenturyLink.com/about/company/ethics/files/EthicsBrochure2007FINAL.pdf>.

14.2. Remedies; Future Projects.

No remedy specified in this Agreement will limit CenturyLink's other rights and remedies arising in connection with the Agreement, at law or in equity. CenturyLink's participation in the Project pursuant to this Agreement shall not be construed as an agreement to participate in any future projects.

Governing Law

This Agreement will be governed by the laws of the State of Washington without reference to its choice of law rules.

Records and Audits.

Project Developer will maintain complete and accurate records with respect to the Work, including all charges associated with this Agreement and the portion of the Work performed by Subcontractors, in accordance with generally accepted accounting principles, for 72 months from the date of its termination or expiration. CenturyLink, or its designee, may inspect, audit and make copies of such records, for CenturyLink's retention, on reasonable notice.

14.3. Assignment and Delegation.

The rights and obligations of each party will be binding upon and inure to the benefit of its successors and permitted assigns. Project Developer may not assign or delegate its rights or obligations under this Agreement (including its Schedules), in whole or in part, without the prior written consent of CenturyLink. Any attempted assignment or delegation by Project Developer without CenturyLink's prior written consent shall be null and void. CenturyLink may assign this Agreement (including its Schedules), in whole or in part, without the consent of Project Developer: (a) to any Affiliates of CenturyLink, (b) in connection with any merger, consolidation, reorganization or sale of all or any part of its business or assets; or (c) as CenturyLink deems appropriate in connection with any regulatory requirements. CenturyLink may delegate its rights and obligations under this Agreement (including its Schedules) in whole or in part, without the consent of Project Developer.

14.4. Notices.

Notices required under this Agreement will be sent to the addresses stated below each party's signature. Notice will be deemed given: (a) on the 1st day after deposit with an overnight courier, charges prepaid; (b) as of the day of receipt, if sent via first class U.S. Mail, charges prepaid, return receipt requested; and (c) as of the day of receipt, if hand delivered.

14.5. Advertising; Publicity.

Neither party will use CenturyLink the other party's name, marks, codes, drawings or specifications in any advertising, press release, promotional effort or publicity of any kind without CenturyLink's prior written permission.

14.6. Waiver.

Any waiver by either party of any rights hereunder or of a breach of any provision of this Agreement will not constitute a waiver of any other breach of that or any other provision of this Agreement. Any waiver must be in writing.

14.7. Modifications or Amendments; Interpretation.

Any modifications or amendments to this Agreement must be in writing and signed by both parties. The term "including" in this Agreement means by way of example, not limitation. Headings and subheadings used in this Agreement are for convenience only, and have no substantive meaning. This Agreement will not be construed against the drafting party. Contractor has read and carefully considered the terms of this Agreement, and agrees, after opportunity to consult with legal counsel, that the terms and conditions of the Agreement are fair and reasonable.

Severability.

The determination that any provision of this Agreement is invalid or unenforceable will not invalidate this Agreement, and this Agreement will be construed and performed in all respects as if such invalid or unenforceable provision was omitted insofar as the primary purpose of this Agreement is not frustrated.

14.8. Force Majeure.

Neither party will be liable to the other party for any delay or interruption of performance resulting from causes beyond its reasonable control. Upon any force majeure, either party may elect to terminate this Agreement or any Schedule or Order or to suspend the Work upon written notice.

14.9. Entire Agreement.

This Agreement and all Schedules, exhibits, amendments, documentation, and specifications referenced in those documents, contain the entire understanding between the parties with respect to the subject matter and supersede all prior oral and written understandings, arrangements and agreements between the parties relating thereto.

14.10. Survival.

The following provisions of this Agreement regarding “Representations and Warranties”; “Confidential Information”; “Indemnification”; “Work Product”; “Limitation of Liability”; “Dispute Resolution”; and “Choice of Law” and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.

14.11. Execution.

The Agreement may be executed by facsimile copy and/or in any number of counterparts, all of which together will constitute one agreement.

Signature Block

The parties, intending to be legally bound, have caused this Agreement, including any Specific Terms and Conditions referenced herein, to be executed as of the Effective Date.

CenturyLink Corporation	Project Developer - City of Des Moines
(Authorized Signature)	(Authorized Signature)
Sam Farhat	Anthony Piasecki
(Print or Type Name of Signatory)	(Print or Type Name of Signatory)
Director Network Eng. & Const	City Manager
(Title)	(Title)
(Execution Date)	(Execution Date)
	By direction of the Des Moines City Council after public meeting held on: _____
Address for Purposes of Notices:	Address for Purposes of Notices:

STATEMENT OF WORK NO. TBD
to
AGREEMENT NO. TBD
FOR JOINT CONSTRUCTION

This Statement of Work is attached to and made a part of the most current amended version of the Agreement. In the event that any term of this Statement of Work conflicts with anything contained in the Agreement, except for terms identified in the Agreement as Non-Waivable Terms, this Statement of Work will control for purposes of this Statement of Work only. Unless otherwise defined herein, all capitalized terms in this Statement of Work will have the meanings set forth in the Agreement.

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1. **Term.** This Statement of Work will commence as of the ___ day of _____, 2013(Effective Date) and will continue through December 31, 2015 (Expiration Date).
 2. **Party.** The Centurytel Services Group Affiliate that is a party to the Schedule is CenturyLink
 3. **The Work:**

The Project is described on **Exhibit A** "The Project" to this Statement of Work, and the "Work Schedule" for the Project is described on **Exhibit B** "Work Schedule".

Project Developer shall, at no cost or expense to CenturyLink, prepare and provide to CenturyLink engineering drawings, specifications and construction standards for the Project (the "Project Developer's Specifications"). Project Developer shall choose and pay all costs associated with the Contractor and shall provide to CenturyLink at least ten (10) calendar days' prior written notice prior to the beginning of the Project and of the Work. In addition, Project Developer shall provide all necessary excavation, bedding, backfill, off-Site disposal, and Site restoration for the placement of the Facilities, along with the coordination of other utilities participating in the Project. Project Developer shall provide all flagging and traffic control, including uniformed officers when required, for any necessary excavation or work performed by Project Developer. Project Developer will notify CenturyLink of any changes in the Work, and will obtain CenturyLink's prior written approval of such changes before commencement of any changes to the Work.

Within the number of days set forth in the Work Schedule after CenturyLink's receipt of Project Developer's Specification, CenturyLink shall, at no cost or expense to Project Developer, prepare and provide to Project Developer engineering drawings, specifications, construction standards and quantities pursuant to which the Work must be performed by Project Developer ("CenturyLink's Specifications"). CenturyLink's Specifications shall show in detail the quantity and size of all facilities and equipment to be used by CenturyLink that Project Developer will install pursuant to this Statement of Work. CenturyLink shall notify Project Developer in writing of any changes it wishes to make in CenturyLink's Specifications, and such changes shall be made, if feasible.

If the Work includes installation of new vaults and/or conduit, CenturyLink will install all wires, conductors and any other equipment needed to complete the CenturyLink portion of the Project as provided in **Exhibit A** in accordance with the Work Schedule set forth in **Exhibit B**. The vaults and conduit shall be owned solely by **CenturyLink**, and shall be responsible for all maintenance in connection with the vaults and conduits except for defects covered by the warranty contained in the Agreement. If required, CenturyLink will perform cut-over and transfer of existing CenturyLink customers to the new or relocated Facilities and/or remove any replaced aerial CenturyLink Facilities or underground CenturyLink Facilities that are in conduit or manhole structures only in accordance with the Work Schedule set forth in **Exhibit B**. CenturyLink shall in no event be required to perform a cut-over or transfer or to remove any affected Facilities prior to completion of any replacement Facilities in accordance with this Statement of Work and CenturyLink's approval of the replacement Facilities. The Facilities and all associated equipment shall be owned solely by CenturyLink, and CenturyLink shall be responsible for all maintenance in connection with the Facilities. To the extent that it has the right to do so, upon approval of the Work by CenturyLink, Project Developer shall grant, provide and/or assign to CenturyLink any permits, licenses or approvals required to access, occupy, use or operate the Facilities or any materials or facilities used in connection with the Facilities.

If the Work involves excavating, Project Developer will ensure that the Contractor notifies all utility companies and others who may have underground plant in the vicinity of the Work and that the Contractor obtains appropriate information on the location of all buried cable and utilities prior to performing any Work. Project Developer will be responsible for any failure of the Contractor to locate, expose and protect from damage all existing underground facilities, including but not limited to electrical, telephone, water, gas and sewer. In addition to its indemnification obligations contained in the Agreement, if any existing underground or other facilities are damaged directly or indirectly in connection with the Work, Project Developer will, at its expense, promptly repair or replace all damaged or destroyed facilities. Project Developer will ensure that immediate temporary repairs are made and will immediately report the damage to the property owner and to CenturyLink and will ensure that no permanent repairs are made unless the consent of the property owner has first been obtained. Repairs will be made within forty-eight (48) hours after receiving permission from the property owner, unless otherwise agreed to by CenturyLink. At CenturyLink's sole option, CenturyLink may elect, rather than having Project Developer make any repair described in this subsection, to have the repair made by CenturyLink's employees or contractors. If CenturyLink or its contractor performs the repair, CenturyLink will invoice Project Developer for CenturyLink's reasonable and documented costs, including without limitation labor costs, and Project Developer will pay CenturyLink for such costs within forty-five (45) calendar days after receipt of an invoice.

CenturyLink will be responsible for providing all traffic control associated with the installation and/or removal of Facilities for which CenturyLink is responsible pursuant to this Statement of Work, including the pulling of cables and associated equipment.

Project Developer will be responsible for providing all traffic control associated with the installation, relocation, and/or removal of Facilities for which Project Developer is responsible pursuant to this Statement of Work.

Project Developer shall obtain any and all licenses, permits and approvals required for the Work.

Project Developer agrees that the Work will be performed in accordance with all applicable federal, state and local laws, rules and regulations and the requirements of whoever owns or has jurisdiction over the rights of way in which the Work is to be performed.

CenturyLink shall have the right at all times to observe and inspect the performance of the Work.

To the extent that performance of the Work requires the use or installation of any materials, and unless as otherwise agreed to in writing by the parties, CenturyLink shall arrange for the purchase and delivery of materials to the Site in accordance with the Project Schedule. If CenturyLink and Project Developer agree that Project Developer will supply any materials, the materials will be new and shall be of the specific type designated by CenturyLink.

CenturyLink and the Project Developer acknowledge and agrees that the project is federally funded by the FHWA and is subject to 23 CFR 63540 and CenturyLink will certify that materials provided to the Project Developer and materials provided and installed by CenturyLink's crews that contain steel, will conform to the Buy America provisions including providing the City with a certification of the materials of origin (COM) delivered to the site, except for those items exempted as described in **Exhibit C**.

If the Work requires the use or installation of any materials, the item checked below shall apply:

Except as specifically set forth in **Exhibit B**, CenturyLink shall arrange for the purchase and delivery of materials to the Project site in accordance with the Work Schedule.

Except as specifically set forth in **Exhibit B**, Project Developer shall provide all materials required in connection with the Project. All materials will be new and of the specific type designated by CenturyLink.

As set forth in **Exhibit B**, Project Developer and CenturyLink shall each provide some materials for the Project. All materials provided by Project Developer will be new and of the specific type designated by CenturyLink

Ownership of any materials or equipment supplied by Contractor will transfer to CenturyLink upon receipt by Contractor of payment for the Work by CenturyLink.

CenturyLink and Project Developer shall maintain continued coordination regarding the Project, and Project Developer shall ensure that the Contractor also participates in the coordination. This coordination shall include but not be limited to a pre-construction meeting. Project Developer shall be responsible for the scheduling of these

meetings.

Project Developer will be responsible to CenturyLink for acts and omissions of Project Developer's and the Contractor's employees and subcontractors and each of their agents and employees, and any other persons performing portions of the Work.

4. Completion of the Work:

Project Developer shall notify CenturyLink within ten (10) calendar days after completion of the Work and shall deliver to CenturyLink "as-builts" for the Work if applicable. Upon receipt of the notification and the as-builts, CenturyLink shall have ten (10) calendar days to inspect the Work and the as-builts and to accept or reject the Work and the as-builts (specifying, if rejected, any reasonable objection or deficiency) by delivery of written notice to the City. Project Developer will, at its own expense, correct the problem within ten (10) calendar days after receipt of CenturyLink's notice. The foregoing procedure will be repeated until CenturyLink finally approves the Work and the as-builts. If CenturyLink fails to reject the Work or as-builts within the ten (10) day period set forth above, the Work and as-builts shall be deemed accepted by CenturyLink.

5. Changes:

If conditions or circumstances require a change in the Project or the Work, each party shall agree in writing to any changes, including without limitation payment responsibilities, prior to commencement of the Work or the changes. Neither party shall be responsible for any changes to the Work (including without limitation payment responsibilities) made without its prior written consent

6. Payment for the Work/Fees.

In consideration for performance of the Work and for the other promises and covenants contained in this Agreement, CenturyLink agrees to pay to Project Developer the amount set forth on an exhibit to the Schedule (the "Payment") in accordance with the **Exhibit D** "Work Price Schedule" to the Schedule (the "Payment Schedule"); provided, that CenturyLink shall not make any final payment to Project Developer until CenturyLink has approved the Work.

7. Project Managers.

CenturyLink:	Project Developer:
Warren Perkins	Len Madsen
23315 66 th Ave. So.	21650 11 th Ave. So.
Kent, Wa., 98032	Des Moines, Wa., 98198
253-372-5325	206-870-6523

The parties, intending to be legally bound, have caused this Statement of Work to be executed on the dates set forth below.

CenturyLink Corporation	Project Developer The City of Des Moines
_____	_____
(Authorized Signature)	(Authorized Signature)
Sam Farhat	Anthony Piasecki
(Print or Type Name of Signatory)	(Print or Type Name of Signatory)
Director Local Network Eng. & Const.	City Manager
(Title)	(Title)
_____	_____
(Execution Date)	(Execution Date) By direction of the Des Moines City Council during open public meeting on: _____
	Approved as to form: _____ Pat Bosmans Des Moines City Attorney
	_____ Date

EXHIBIT A**THE PROJECT**

The City of Des Moines will be making sidewalk and right of way improvements along 24th Ave. So. from approximately So. 216th St. to So. 208th St. .The City has requested that CenturyLink relocate existing aerial facilities to an underground environment by way of participation in the joint trench utility corridor to be provided by the City to facilitate the facility relocation work.

EXHIBIT B**THE WORK AND THE WORK SCHEDULE**

The City will provide all excavation, backfill, restoration and labor for the installation of approximately 12,405 (figure contains a 5 % contingency bump) lineal feet of CenturyLink provided 4 inch PVC conduit in various duct configurations, in the joint trench utility corridor for the relocation of existing CenturyLink aerial facilities. CenturyLink will provide and deliver all conduit and conduit accessories, including conduit bends, couplers and caps in accordance with project schedule. The City of Des Moines will be responsible for the condition and security of CenturyLink provided materials once delivered to the job site. All newly installed conduit shall be proofed by the City's contractor by passing a CenturyLink approved mandrel through each conduit and installation of CenturyLink provided polyethylene mule/measuring tape.

Approximately 3846 lineal feet of the conduit to be installed by the City for CenturyLink is not required for relocation and as such is considered betterment conduit. This betterment conduit will be utilized by CenturyLink for anticipated growth in the area and providing additional future services in the area. CenturyLink will pay the City at the appropriate rates derived from the City's bid tabs for the successful bidder on the project for the installation of this conduit.

The City will provide all excavation, backfill, restoration and labor for the installation of 5 CenturyLink provided 4484TA type concrete manholes. All manholes are to be set with manhole frame and cover entrance to final grade. All manhole and entrance riser seams are to be sealed using the provided con seal mastic that is shipped with the manhole. Manhole ladders will be installed by the City and hung from the provided manhole ladder rung. The manhole ladder rung must be within 12 inches of the top of the manhole frame and cover entrance at final grade. Manholes shall be left clean and free of debris. CenturyLink will provide all manholes and all associated manhole hardware including frame and cover entrances, frame and cover riser rings, ladder, ladder rung and seam sealing mastic. The City's contractor will be required to install one each (total of 5) 8 foot 5/8ths inch CenturyLink provided ground rods and #6 AWG copper ground wire at each vault location. The City will provide all excavation, backfill, restoration and labor for the installation of 2 CenturyLink provided 264TA concrete hand holes. Hand holes will be set to final grade. One of the 264TA hand holes to be installed by the City will overset existing CenturyLink facilities. The City's contractor will be required to install one each (total of 2) 8 foot 5/8ths inch CenturyLink provided ground rods and #6 AWG copper ground wire at each hand hole location. Extra care must be exercised by the City's contractor to ensure that existing facilities are not damaged during these work operations.

The City will provide all excavation, backfill, restoration and labor for the installation of 6 CenturyLink provided 1730 type composite hand holes. The City's contractor will be required to install one each (total of 6) 8 foot 5/8ths inch CenturyLink provided ground rods and #6 AWG copper ground wire at each hand hole location. Hand holes will be set to final grade. Caution will be exercised by the City's contractor to ensure that existing facilities are not damaged during this work operation.

CenturyLink will provide all labor and material for the installation of copper cable, fiber cable, and wire required to facilitate the relocation of existing CenturyLink facilities. CenturyLink will also provide all labor and materials for splicing all new cable and for cutover of existing services to the newly installed telecommunications system.

CenturyLink will require up to 60 working days to install new cables and wire, splice cable and cutover service to the new telecommunications system after all new conduit, manholes, hand holes and pedestals have been installed by the City, and all newly installed conduit has been proofed and accepted by CenturyLink. CenturyLink will require up to an additional 15 working days to remove all existing aerial facilities within the bounds of the project that a rein conflict with project design.

All work performed by the City's contractor as applicable to the installation of CenturyLink facilities will be in accordance with CenturyLink design which has been incorporated into the overall project design.

EXHIBIT C

Clarification of Manufactured Products Under Buy-America

SUBJECT: Clarification of Manufactured Products under Buy America

On December 21, 2012 the FHWA sent out a memo to clarify their position with regard to application of Buy America requirements to manufactured products.

The FHWA memo reads in part as stated in italics below, clarifying statements are added in bold:

The FHWA deems a product to be manufactured predominantly of steel and iron if the product consists of at least 90% steel or iron content when it is delivered to the job site for installation. To clarify; the 90% is a percentage of the total monetary value of the manufactured product. To determine the 90% value, divide the raw steel or iron cost by the total manufactured product cost (without taxes, shipping, handling or other fees applied), and if the percentage is equal to or greater than 90% of the final manufactured product cost then Buy America applies.

For purposes of applying Buy America and determining whether a product is a steel or iron manufactured product, the job site includes the sites where any precast concrete products are manufactured. To clarify; in the specific case of "precast concrete products" the casting yard is considered part of the "job site" for Buy America purposes, and therefore the iron or steel materials delivered to precast yard are subject to Buy America. (rebar, grates, etcetera)

The memo lists several typical "miscellaneous steel or iron components," that are exempted from Buy America. The list is not intended to be all-encompassing, but rather reinforces a concept that the myriad minor iron and steel subcomponents used to assemble products are not subject to Buy America. This exemption applies to manufactured items as well as on site fabrication.

The miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above components (or manufactured products that are not predominantly steel or iron) are not subject to Buy America coverage. Examples include, but are not limited to, cabinets, covers, shelves, clamps, fittings, sleeves, washers, bolts (this does not mean high strength bolts), nuts, screws, tie wire, spacers, chairs, lifting hooks, faucets, door hinges, and etcetera.

Typical examples;

- Steel electrical conduit installed at the site,
 - 90% rule applies
 - BA criteria applies
- VMS sign
 - 90% rule applies
 - BA would typically not apply
- VMS steel supporting structure
 - Specifically called out in the bulleted list (12/21/12 Memorandum #HIPA-30)
 - BA criteria applies
- Electrical cabinets,
 - Exempted as "miscellaneous steel or iron components,"

- BA typically would not apply
- Off the shelf or special order catch basins,
 - This qualifies as “*precast concrete products*,”
 - “*the job site includes the sites where any precast concrete products are manufactured*,”
 - Materials are subject to BA criteria
- Standard nuts, bolts, fasteners for mounting signs
 - Exempted as “*miscellaneous steel or iron components*,”
 - BA typically would not apply
- High strength bolts/anchor bolts,
 - BA criteria applies
- Bridge Expansion Joint,
 - Nuts, bolts fasteners
 - Exempted as “*miscellaneous steel or iron components*,”
 - BA typically would not apply
 - 90% rule applies as it is delivered to the site
 - BA may or may not apply
- Walls, regardless of type
 - Nuts, bolts fasteners
 - Exempted as “*miscellaneous steel or iron components*,”
 - BA typically would not apply
 - MSE straps or equivalent
 - BA criteria applies
 - Precast elements
 - See “*precast concrete products*” criteria
 - Materials are subject to BA
 - Assembled on site
 - Materials as they are delivered to the jobsite,
 - BA criteria applies
- Computers for ITS and Signal Installation
 - 90% rule applies as it is delivered to the site
 - BA typically would not apply
- Street Furniture
 - 90% rule applies
 - BA criteria would typically apply
- Pumps and Motors
 - BA criteria applies
- Steel Beams in Building Construction
 - BA criteria applies
- Bicycle Purchases
 - 90% rule applies
 - BA criteria typically would not apply

The 90% rule applies to items that are manufactured offsite and delivered to the jobsite as a unit (except in the case of precast concrete where the point of manufacture is considered the jobsite.) Walls that are assembled on site are not considered a manufactured item and therefore are not subject to the 90% rule as a unit. The individual materials must meet buy America when they are delivered to the job site.

This FHWA memo does not require any change to current specification language concerning Buy America. This memo does not impact the requirement for materials permanently incorporated beyond the exemption of the noted minor items.

You may apply this clarification of the Buy America requirements to your current contracts. Consistent determinations of the application of Buy America are critical to our ability to enforce this requirement statewide. Therefore, if you have unusual items that do not lend themselves to the criteria, contact your Local Programs Engineer for a determination.

Also enclosed are the updates to Construction Manual Chapter 9-4 Specific Requirements for Each Material, which will address the Buy America documentation requirements for material acceptance.

EXHIBIT D**WORK PRICE SCHEDULE**

In accordance with RCW 35.99.060, the City is responsible for the incremental cost difference between aerial to aerial relocation of facilities and aerial to buried relocation of facilities when CenturyLink has an ownership share in the aerial supporting structures. The CenturyLink aerial facilities requiring relocation are attached to CenturyLink owned poles and as such CenturyLink meets the requirements in the RCW regarding ownership share in aerial supporting structures. In lieu of reimbursement from the City for this incremental cost difference, CenturyLink will accept excavation for trench, labor to install CenturyLink provided conduit and vaults and all restoration in joint trench required for the relocation of CenturyLink aerial facilities in conflict with City project design at no cost to CenturyLink.

CenturyLink will pay the City an estimated amount of \$ 39,877 for the installation of conduit categorized as betterment conduit as detailed in Exhibit B of this statement of work document. Payment to the City for the actual amount of betterment conduit will be calculated using the appropriate rates derived from the City's bid tabs for the successful bidder on the project for the installation of this conduit. Payment to the City for the installation of betterment conduit will not exceed \$ 39,877 without prior written agreement between the Parties as described in section 5 of this Statement of Work document.

CenturyLink will provide all conduit, vaults, hand holes, cable, labor to pull cable in conduit, labor to splice cable and cutover service to the new system and labor to remove existing CenturyLink aerial cables and poles in conflict with City project design at no cost to the City.

CenturyLink will provide excavation, backfill, restoration, labor to install and splice facilities for those elements of the project identified as 100% CenturyLink trench which are outside the limits of the project.

RCW 35.99.060

Relocation of facilities — Notice — Reimbursement.

- (1) Cities and towns may require service providers to relocate authorized facilities within the right-of-way when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety.
- (2) Cities shall notify service providers as soon as practicable of the need for relocation and shall specify the date by which relocation shall be completed. In calculating the date that relocation must be completed, cities shall consult with affected service providers and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the city's overall project construction sequence and constraints, to safely complete the relocation. Service providers shall complete the relocation by the date specified, unless the city, or a reviewing court, establishes a later date for completion, after a showing by the service provider that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements.
- (3) Service providers may not seek reimbursement for their relocation expenses from the city or town requesting relocation under subsection (1) of this section except:
 - (a) Where the service provider had paid for the relocation cost of the same facilities at the request of the city or town within the past five years, the service provider's share of the cost of relocation will be paid by the city or town requesting relocation;
 - (b) Where aerial to underground relocation of authorized facilities is required by the city or town under subsection (1) of this section, for service providers with an ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the city or town requiring relocation; and
 - (c) Where the city or town requests relocation under subsection (1) of this section solely for aesthetic purposes, unless otherwise agreed to by the parties.
- (4) Where a project in subsection (1) of this section is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Service providers will not be precluded from recovering their costs associated with relocation required under subsection (1) of this section, provided that the recovery is consistent with subsection (3) of this section and other applicable laws.
- (5) A city or town may require the relocation of facilities at the service provider's expense in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare.

[2000 c 83 § 6.]

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:

April 6, 2013 Budget Retreat Follow Up

ATTACHMENTS:

1. April 4, 2013, Budget Retreat Follow Up Tracking Document
2. Police Department Council Retreat Follow-up Update Memo
3. Council Retreat Follow Up Activities for Planning, Building, and Public Works Department Spreadsheet

FOR AGENDA OF: June 6, 2013

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: May 31, 2013

CLEARANCES:

[] _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose

The purpose of this agenda item is to provide the City Council an update on staff's follow up activities on the direction received at the April 6, 2013 budget retreat and an opportunity for Council to provide staff further direction.

April 6, 2013 Budget Retreat Follow Up

Radical Expenditure Reduction Ideas

- Police Department – contract for some services (emphasis on support and infrastructure)
 - We offer police services to others
 - Regional police services (or merge w/another city)

Follow up: Chief of Police, Commanders – See attached memo

 - *PD continues to:*
 - *Pursue efficiencies*
 - *Upgrade policies and practices*
 - *Improve community relationships,*
 - *Boost training*
 - *Partnering with other police agencies and city departments*
 - *Reach out to other cities to determine interest*

- Court
 - Contract with other cities – we need physical space – leasing option available?
 - Regional services

Follow up: Judge, Court Administrator, Economic Development Manger, Grant Fredricks

 - *Analyzed space needs for Court to provide services to other cities*
 - *Analyzed available rental spaces in Des Moines, both in the Marina District and on Pacific Highway South*
 - *Analyzed space available in Des Moines City Hall to accommodate extra space needed by Court*
 - *Briefed Municipal Facilities Committee*
 - *Reached out to other cities to determine interest*

- Other opportunities for collaboration with other cities
 - Street Services
 - Parks & Rec Services
 - Mechanics/Fleet
 - Building
 - Code Enforcement

Follow up: PBPW Director

 - *Pursuing with neighboring cities via King County Cities Public Works Directors' bi-monthly meetings*
 - *Interim Contract in place with Normandy Park for Maintenance Admin Support Services. Will look to expand after new City Manager starts in July.*

- Merge Marina & Park, Rec, Senior Services
 - Follow up: Park, Recreation and Senior Services Director and Harbormaster*
 - *Develop proposal for phased-in merged department with a 3-5 year timeline*
 - Goals:*
 1. *Preserve Marina and Parks, Recreation and Senior Services and Infrastructure*
 2. *Align Marina and P,R & S S Departments to build businesses and customer base*
 3. *Create business cost efficiencies and new revenues (swat analysis)*
 4. *Develop a strong team with strong leadership to manage the businesses*
 - Strategies:*
 1. *Met with Planning Building and Public Works Director to discuss division of work to meet Goals on May 10, 2013*
 2. *M & PRSS interdepartmental staff held team building exercise and to identify team strengths on May 15, 2013*
 3. *M & PRSS interdepartment leads discuss business area strengths*
 - *Admin Team on 5-16;*
 - *Facilities/Marketing Team on 5-17*
 - *Maintenance Team on May 20.*
 - *Teams will continue to meet weekly*
 4. *Council briefing by September 26, 2013*
 - Policy Questions:*
 1. *Parks, Recreation and Senior Services merges into Marina Fund*
 2. *Marina Fund merges into General Fund;*
 3. *Departments' operations merge but kept in separate funds; or*
 4. *No Merger, redistribute interdepartmental workloads as feasible in 2014*
- Contract w/private sector for some of the items listed above
 - Follow up: PBPW Director*
 - *Currently contracting with NLS for some Landscape maintenance. Will evaluate additional opportunities, particularly with regards to fleet maintenance*
- Lease Fleet/Equipment
 - Follow up: Chief of Police, PBPW Director, Finance Director*
 - *Evaluating police vehicle options first*
- Recombine, reorganize and flatten organizational structure in PBPW - \$280,000-\$350,000
 - Follow up: Assistant City Manager, Acting Public Works Director, Acting Community Development Director*
 - *Proposal for merged/reorganized department developed and in the process of being implemented.*

Extraordinary Revenue Generation Ideas

- Prepare a thorough analysis of all commercial areas and corresponding uses to determine where highest revenues are/can be generated, in the context of political feasibility
Follow up: Economic Development Manager, Finance Director – due July 1, 2013
 - *Estimate revenue from development on the following sites:*
 - *Des Moines Creek Business Park*
 - *Furney's/Ono's*
 - *Artemis Hotel*
 - *Mack Truck*
 - *Marina Floor*
 - *Estimate revenue from the following uses:*
 - *Car dealerships*
 - *Card rooms/mini casinos*
 - *Hotels*
 - *Big box retail*
 - *High end restaurants*
 - *Park n' fly lots*
 - *Parking facilities associated with a Sound transit stop*

- Research revenue sources of surrounding cities – where are they getting their revenue?
 - *See materials created for April 6th retreat*

- Review/discuss complete and exhaustive listing of all possible revenue sources
Follow up: Economic Development Manager, Finance Director – due July 1, 2013
 - *B&O Tax options*
 - *Square footage tax versus gross revenue tax*
 - *What cities use square footage*
 - *What impact could it have in Des Moines*
 - *Allowed to go over 0.2% with voter approval?*
 - *Other revenue options?*

- Bring all properties between I-5 and Highway 99 and between Kent-Des Moines Road and South 272nd Street into Des Moines – conduct an analysis
Follow up:
 - *To be assigned*

- Sponsorships/naming rights for City facilities/vehicles – what would policy/rules look like?
Follow up: Park, Recreation, and Senior Services, Assistant City Attorney
 - *Briefed Municipal Facilities Committee – provided example policies from other cities*
 - *Developing draft policies/rules*

- Far reaching rezones
 - Pacific Ridge
 - Follow up: Community Development Manager, Economic Development Manager, Grant Fredricks*
 - *Draft ordinance completed – State Review, SEPA, being conducted*
 - *Public Hearing to be held in July 2013*
 - Pacific Highway South from Kent-Des Moines Road to South 272nd Street
 - Follow up: Community Development Manager*
 - *Finance and Economic Development Committee discussed a request to rezone a property one block west of Highway 99. Committee directed that this request be part of the study of zoning on Pacific Highway south of Ken-Des Moines Road and that properties that are not on Highway 99 also be included if there is a compelling reason to do so.*
 - *Inventorying all planning work done to date by Des Moines and Kent*

- Marina District
 - Buy vacant property & make it more developable
 - Follow up*
 - *Subject to funding availability*
 - Move City Hall/Court/Library to the Marina District
 - Follow up*
 - *See follow up to Court item in Radical Expenditure Reduction Ideas*
 - Look at vacating alleys and ROW to encourage economic development
 - Follow up: Community Development Manager, Economic Development Manager, Grant Fredricks*
 - *Inventorying uses currently occurring in Marina District alleys: utilities, deliveries, garbage, etc.*
 - *Outlining criteria for vacation of streets and alleys – codify?*

- Charge for Parking (Marina, Redondo, Beach Park, Marina District)
 - Follow up: PBPW Director; Park, Recreation, and Senior Services Director; Harbormaster*
 - *PS&T Committee and Municipal Facilities Committee studying parking issues*

- Support passage of King County Human Services Sales Tax increase
 - Follow up: City Manager*
 - *Monitor King County actions*

- Redevelop Marina
 - Follow up: Harbormaster, Community Development Manager, Economic Development Manger*
 - *RFQ issued, responses due May 31, 2013*
 - *Reach out to prospective respondents*
 - *Determine need to issue addenda or extend deadline based on comments from prospective respondents*

- Complete Beach Park Rehabilitation, Rent/Lease space
 - Follow up: City Manager; Parks, Recreation, and Senior Services Director, PBPW Director, CIP Projects Manager, Event Coordinator*
 - *Monitor State Legislature for status of \$750,000 Heritage Grant funds for the Dining Hall*
 - *Prepare to start the Dining Hall project in anticipation of Heritage Grant funds being in 2013-2015 State budget*
 - *Continue efforts to rent available Beach Park venues (Auditorium, Founder's Lodge, Picnic Shelter, Meadow)*

- Require utilities to develop plans to extend service to undeveloped/underdeveloped lots
 - Mechanism?
 - Increase development?
 - Increase property values?
 - Follow up: PBPW Director, Community Development Manager*
 - *Inventorizing under-served/un-served areas*
 - *Inventorizing utility districts' policies regarding service extension*
 - *Inventorizing dates for each district's comp plan update*
 - *Creating list of options for City of consider to encourage/require extension*
 - *Reviewing zoning in under-served/un-served areas*
 - *Contributing to lack of development?*
 - *Increase allowed uses or density to encourage development?*

- Lease the Marina to private operator
 - Follow up: City Manager, Assistant City Manager, City Attorney, Finance Director, Harbormaster*
 - *Conducting legal/operational/financial analysis of privatization*

- Des Moines Elementary School – have F&ED review zoning
 - Follow up: PBPW Director, Community Development Manager*
 - *Inventorizing zoning on and within ½ mile of DM Elementary*
 - *Inventorizing current and allowed uses on and within ½ mile of DM Elementary*
 - *Inventorizing issues/impacts redevelopment of DM Elementary might have surrounding area*

Traditional Budget Balancing Strategies and Efficiency Enhancements

(These are normal every day management improvements and policy refinements)

(Ideas worth exploring , but relatively low yield, and not sustainable – won't solve the problem)

- Reduce/slow/eliminate increases in employee compensation/benefits
- Street Lighting
 - LEDs - \$45,000 per year for 100 watt lights
- Eliminate ACM and add HR Specialist - \$74,848
- Eliminate ED Manager Position - \$134,026
- Eliminate Consultant Positions
- Freeze Empty Positions/Reallocate Resources as needed – \$1,142,078 (includes some of the savings in reorganization of PBPW)
- Continue fight for liquor revenue - \$300,000 for 2013
- Consider Bi-Annual Budget Process
- \$\$\$ for Marijuana
- \$40 Car tab - \$400,000
- Feds – Advocate for Fair Market Place (i.e. sales tax on all internet sales)
- Require direct pay deposit for all City employees (just as the Federal government now requires for pay and entitlements) by 1/1/14 and immediately for new employees when hired
- Charge for all community events – cover direct costs
- Eliminate Citizen Advisory Committees (Human Services, Senior Services, Arts Commission, Landmarks Commission) – eliminates need to provide staff support – What are these committees doing and how much staff support is provided?
- Eliminate the Planning Agency by 1/1/14
- Reevaluate all Departmental Positions for duplication
- Reevaluate all Departmental Expenditures for savings
- Reevaluate all Departmental Fees for market rates
- Looking for efficiencies must be a high priority – technology solutions

DES MOINES POLICE DEPARTMENT

"Professionalism, Pride, Teamwork, Excellence, Quality Service, Commitment"

MEMORANDUM

DATE: May 30, 2013

TO: George M. Delgado *GD*
Chief of Police

FROM: Bob Bohl *RAB*
Commander

SUBJECT: Council Retreat Follow-up Update

During the Council Budget Retreat on April 6, 2013 it was identified the Police Department needed to continue the following:

- Pursue Efficiencies
- Upgrade Policies and Practices
- Improve Community Relationships
- Boost Training
- Partnering with other Police Agencies and City Departments

The following is some follow up information in regards to the listed bulleted points discussed during the Council Budget Retreat.

Pursue Efficiencies

The police department continues to pursue our own organizational efficiencies as well as assisting with the efficiencies with other city departments by currently doing the following:

- Assist with employee investigations from other city departments.
- Make arrangements to have a dedicated PD Bay with the City Shops for vehicles seized for search warrants. This eliminates officers from attempting to find room within the city shop and placing seized vehicles in front of other city equipment thus not allowing access for its use. This also will eliminate the need to use outside rental space thus providing a cost savings.
- Making arrangements to have a computer system placed within the police department lobby allowing citizens to do on-line police reports instead of pulling an officer off the street.
- Obtain hands free phone sets for Records Unit allowing the ability to answer the phone without being at the desk.

- Investigating the feasibility to outsourcing the transcription of our digitally recorded statements by using SpeakWrite.
- Established our own language line interpreter account for easier access for officers and detectives to use while obtaining critical information during an investigation.
- Starting to pull old cases and personnel files from Iron Mountain for destruction per the Records Retention Schedule thus eliminating the need for storage at Iron Mountain as an annual cost savings.
- Re-establish the Administrative Sergeant to assist in identifying training needs, risk management, equipment needs / inventory and emergency management.

Upgrade Policies and Practices

With the Administrative Sergeant position re-established we again can continually update our department policies and procedures to stay current with Federal Law, State Law, as well as current Case Rulings. In addition, this position will be vital as we move towards accreditation.

Improve Community Relationships

The Department will increase crime prevention efforts to neighborhood associations and community groups in response crime trends affecting our area. The hope is to increase dialogue and awareness. The goal is to build stronger partnerships and trust.

Our efforts are the foundation of our future ability to serve a wider and more diverse community. Through our customer service/crime reduction efforts, we believe that Des Moines will become the safe city that attracts innovation, growth, and a haven for families.

The police department continues to be committed to the philosophy of Community Policing by:

- Continued participation in Apartment Manager's Meetings.
- Encourage Blockwatch Program.
- Conduct Security Surveys.
- Provide education on the oversized vehicle ordinance to enhance the quality of life within our local neighborhoods.
- Work with local businesses to reduce the liquor thefts.
- Increase officer presence in community events such as the Farmers Market.
- Chief Delgado being in dialogue with So. King County Chiefs to discuss best practices in crime fighting, crime reduction, intelligence sharing, resource sharing.
- Established a Chief's Advisory Board to assist with the direction of the Police Department.
- Additional directed patrol activities in identified areas identified by our community.
- Looking at expanding the Volunteer Program.

Boost Training

The police department re-evaluated and developed a 2013 Training Plan base upon the funds allocated within 2013 Budget by:

- Prioritizing the in-service training based upon the funds allocated within the budget.
- To reduce risk provided Emergency Vehicle Operations training which has not been completed in over seven (7) years.
- Provide other in-service training to maintain certification mandates imposed by the Criminal Justice Training Commission.
- Additional Command level oversight on approval of requested training to ensure it is beneficial for the direction of the organization.

Partnering with other Police Agencies and City Departments

The DMPD has begun discussions with National Coalition Building Institute (NCBI) to do training that will enhance community relations and customer service, and crime reduction through community collaboration. The Department plans on pursuing grant funding to assist in making this training possible. Training that we hope will become a part of our outreach philosophy. Below are snapshots of some of the training being offered. We're currently working with NCBI on a 4-hour block of customer service training.

- **Welcoming Diversity / Prejudice Reduction Workshop** (one day) — *Shows how participants have been taught to think and act as members of their racial, gender, and other identity groups and provides skills for bridging differences.*
- **Leadership Clinic** (one to three days) — *Assesses individual and group skills for leading diverse communities and organizations and teaches an array of key leadership and managerial skills.*
- **Coalition Building Workshop** (one to three days) — *Teaches skills for bringing diverse elements of a community or organization together to successfully achieve common goals.*
- **Controversial Issues Process** (one day) — *Demonstrates a method for assisting diverse groups to work together even in tough, emotionally-charged conflicts.*
- **Controversial Issue Practicum** (one or two days) — *Introduces the Controversial Issues Process and uses it to address a challenging issue brought by the sponsoring group.*

The police department also continues to enhance our partnerships with other agencies and city departments by:

- Working with other city departments to assist with potential employee misconduct.
- Worked with other city departments to increase the efficiencies within the city departments as well as identifying ways to minimize the risk of loss of city resources.
- Assist other city departments in identifying issues relating

- Work with other local Chiefs to establish a Mutual Law Enforcement Agreement to participate in the Valley Investigative Team which is regional law enforcement investigation team to investigate officer involved shootings or in-custody death incidents.
- Participate with other agencies for on a tactical debrief and lessons learned for the active shooter incident in Federal Way.
- Working with Highline Community College's Administration to organize a table top active shooter exercise.

In addition, the police department obtained information on the City of Kent's west hill region west of Interstate 5 for 2012. The City of Kent is broken up into 4 Sectors with several hundred reporting districts. The west hill area east of Interstate 5 is within Sector 3. According to the information received, this area received 5,623 total incidents in 2012 and there were 1,102 police case reports. This area west of Interstate 5 had a highest amount of cases taken in 2012 than the rest of the reporting districts within Sector 3.

Currently, The City of Des Moines is charged \$36.58 per call from Valley Communications. Based on the above 5,623 incidents would equate to an additional \$205,689 in additional dispatch fees for this area. The Des Moines Police Departments currently averages about 3500 police cases per year so this area would be about a 33 percent increase in case reports.

**Council Retreat
Follow Up Activities for
Building, and Public Works**

Planning,



