

AGENDA

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

June 11, 2015 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

EXECUTIVE SESSION

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

Item 1: WASPC ACCREDITATION

Item 2: SEATTLE KING COUNTY ECONOMIC DEVELOPMENT COUNCIL
MEMBERSHIP

CONSENT AGENDA

Page 1 Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes of the May 7th and May 14, 2015 regular City Council meetings.

Page 9 Item 2: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfer included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#143072-143376	\$1,992,667.19
Electronic Wire Transfers	#554-561	\$ 205,141.87
Payroll Checks	#18651-18656	\$ 10,690.41
Payroll Direct Deposit	#210001-210160	\$ 289,039.92
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$2,497,539.39

Page 11 Item 3: ARTS COMMISSION APPOINTMENT
Motion is to confirm the Mayoral appointment of Nancy Stephan to an unexpired three year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2015.

- Page 17 Item 4: AMENDMENT NO. 2 LEASE WITH CLASSIC YACHTS, INC., FOR THE USE OF MARINA FACILITIES
Motion is to approve Amendment No 2 to the lease with Classic Yachts, Inc., to grant Classic Yachts the use of Slip L-10 in exchange for an increase in their rent from \$1,245.82 per month to \$1,692.22 per month, plus the State leasehold tax, and authorize the City Manager to sign substantially in the form as attached.
- Page 33 Item 5: CHANGE ORDER FOR THE AGREEMENT WITH MOFFATT NICHOL FOR ENGINEERING AND CONSULTING SERVICES FOR THE J DOCK FIRE REHABILITATION PROJECT
Motion is to approve Change Order No. 2 to the Agreement with Moffatt Nichol for engineering and consulting services for the J Dock Fire Rehabilitation Project in the amount of \$5,000.00, bringing the total authorized contract amount to \$92,296.00, and authorize the City Manager to sign Change Order No. 2 substantially in the form as attached.
- Page 37 Item 6: DELEGATION OF THE UNCLASSIFIED USE PERMIT (UUP) DECISIONS FOR THE AGES IN STAGES DAYCARE AND MORCHIN PROPERTY TO THE HEARING EXAMINER
Motion is to delegate the Unclassified Use Permit decisions for the Ages in Stages Daycare and Morchin property to the Hearing Examiner pursuant to DMMC 18.240.160(3).
- Page 39 Item 7: PURCHASE OF NEW ELECTRONIC FUEL SYSTEM FOR PUBLIC WORKS SERVICE CENTER
Motion is to rescind the former motion passed on the February 12, 2015 agenda authorizing the purchase of an Electronic Fuel System from Northwest Pump and Equipment Co.

EXECUTIVE SESSION

The purpose of the Executive Session is to discuss potential litigation under RCW 42.30.110(i).

PUBLIC HEARING/CONTINUED PUBLIC HEARING

- Page 67 Item 1: DRAFT ORDINANCE NO. 15-066, 2015 COMPREHENSIVE PLAN UPDATE
Staff Presentation: Community Development Manager Denise Lathrop

NEXT MEETING DATE

June 18, 2015

ADJOURNMENT

MINUTES

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

May 7, 2015 – 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:30 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Pennington.

ROLL CALL

Council present: Mayor Kaplan; Mayor Pro Tem Matt Pina; Councilmembers Jeremy Nutting, Melissa Musser, Bob Sheckler and Vic Pennington.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Assistant City Manager Michael Matthias; Police Chief George Delgado; Planning, Building and Public Works Director Dan Brewer; Community Development Manager Denise Lathrop; Management Consultant Grant Fredricks; Transportation Manager Brandon Carver; Finance Director Donyele Mason; Parks, Recreation & Senior Services Director Patrice Thorell; City Clerk Bonnie Wilkins.

CORRESPONDENCE

There were no correspondences.

COMMENTS FROM THE PUBLIC

- Scott Evans, 1127 S 243rd Court; Invited Council to attend the next Destination Des Moines meeting and commented on Sound Transit station location.
- Jeremy Praven, 746 S 204th Street; announced that he is running for City Council.
- Shan Hoel, 201 S 216th Street; Commented on Sound Transit station location.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Pennington:

- Thanked all who attended tonight's meeting.
- Yacht Club South Sound Opening.

Councilmember Sheckler:

- No report.

Mayor Pro Tem Pina:

- Attended the Sound Transit Open House at Highline College

Councilmember Musser:

- Thanked Anthony's Homeport for hosting Southwest King Chamber of Commerce Brunch.

Councilmember Nutting:

- Attended the Destination Des Moines Business Networking Social.
- Attended the Sound Transit Open House at Highline College.

PRESIDING OFFICER'S REPORT

- Attended the Southwest King County Chamber of Commerce Brunch:
 - Master Plan for SeaTac International Airport:
 - Anticipated number of future flights due to economic growth.
 - No 4th Runway.
 - Possible additional facilities somewhere else.
- Second Annual Des Moines Clean Up
 - 9:30-11:30 a.m.
- South Sound Yacht Club Opening Day

ADMINISTRATION REPORT

- City Manager Piasecki noted two amendments to Consent Agenda Item #3; the total value of the City's in kind services should be \$20,000 and to waive the overage of last year's event of \$3,190.
- Two Board positions open at Associate of Washington Cities.
- Sound Transit:
 - Power point presentation.
 - Looking for the City's comments by July 15th.
- Public Open House:
 - May 13th at Woodmont Elementary School.
- The construction crane at the new Sheraton Hotel on Pacific Highway will be coming down on May 30th.

CONSENT AGENDA

- Item 1: **APPROVAL OF MINUTES**
Motion is to approve the minutes of the March 12 and March 26, 2015 Regular City Council meetings.
- Item 2: **ARTS COMMISSION APPOINTMENT**
Motion is to confirm the Mayoral appointment of Michelle Fawcett to a three year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2017.
- Item 3: **2015 SUMMER EVENTS-AGREEMENT WITH DESTINATION DES MOINES**
Motion 1 is to approve Draft Resolution 15-079 authorizing Destination Des Moines to use City property to conduct two summer events: Community BBQ and Fireworks Over Des Moines on July 1 and 3-4, 2015 and Waterland Festival on July 17-19, 2015.

AND

Motion 2 is to authorize the City Manager to sign the Agreement with Destination Des Moines for summer events specifying the responsibilities assumed by Destination Des Moines and identifying the in-kind services and facilities that will be provided by the City, substantially in the form as attached.

Direction/Action

Motion made by Councilmember Nutting to approve the consent agenda; seconded by Mayor Pro Tem Pina.

The motion, as amended, passed 6-0.

OLD BUSINESS

Item 1:

FEDERAL WAY LINK EXTENSION (FWLE) DEIS DISCUSSION

Staff Presentation:

Management Consultant Grant Fredricks

Management Consultant Fredricks gave a power point presentation to Council.

Direction/Action

Motion 1 made by Mayor Kaplan to pass Draft Resolution No. 15-075 setting forth the formal position of the Des Moines City Council with respect to an SR509/I-5 preferred alignment and station location between 30th Avenue West and SR 99 returning to an I-5 alignment east of Lowe's for the next phase of the Federal Way Link Extension from Angle Lake to Highline College and then on to Federal Way, and proposing to enter into more formal agreements to achieve mutual and respective goals of Des Moines, Kent, Highline College and Sound Transit as enumerated in the Draft Resolution; seconded by Councilmember Sheckler. The motion passed 6-0.

Motion 2 made by Councilmember Sheckler to authorize the Mayor to work with other agencies along the FWLE Corridor to prepare and send a joint letter to the Sound Transit (ST) Board forwarding the coordinated policy positions of Highline College and the cities most impacted by the alignment and station location decisions; seconded by Councilmember Musser. The motion passed 6-0.

NEXT MEETING DATE

May 14, 2015

ADJOURNMENT

Motion made by Mayor Pro Tem Pina to adjourn; seconded by Councilmember Nutting. The motion passed 6-0.

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

Respectfully Submitted,
Bonnie Wilkins
City Clerk

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MINUTES

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

May 14, 2015 – 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Sheckler.

ROLL CALL

Council present: Mayor Kaplan; Mayor Pro Tem Matt Pina; Councilmembers Jeremy Nutting, Melissa Musser, Bob Sheckler and Vic Pennington.

Councilmember Penning arrived at 7:01 p.m.

Staff present:

City Manager Tony Piasecki; City Attorney Pat Bosmans; Chief of Police George Delgado; Planning, Building and Public Works Director Dan Brewer; Assistant City Attorney Tim George; Transportation Manager Brandon Carver; Finance Director Donyele Mason; Marina Maintenance Manager Scott Wilkins; Harbormaster Joe Dusenbury; City Clerk Bonnie Wilkins.

CORRESPONDENCE

- Thank you letter received from the Yacht Club.

COMMENTS FROM THE PUBLIC

- Don Masoero, 3317 S 259th; Thanked Council for attending the South Sound Opening.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Pennington:

- Thanked all who attended tonight's meeting.
- Attended the South Sound Opening.

Councilmember Sheckler

- No report.

Mayor Pro Tem Pina:

- Finance & Economic Development Committee Meeting:
 - Nuisance properties.
 - Financial update.
 - Junk vehicle code.

Councilmember Musser

- Currently a PIC appointee to the Sound Cities Association:
 - Missing more meetings than making.
 - Any Councilmember interested in being the appointee.
- Highline School District Teacher's Protest:
 - May 21, 2015.
 - No school day camp at the Field House.

Councilmember Nutting:

- Highline School District Teacher Protest make-up day will be May 26th.
- Senior Services Advisory Committee Meeting:
 - Take Back Your Meds Program.
- Attended Coffee with Vets:
 - Meet second Wednesday of each month at 10:30 a.m.
 - Meet at Activity Center.

PRESIDING OFFICER'S REPORT

- Councilmember Pennington appointed to the Finance & Economic Development Committee.
- South Side Alliance meeting:
 - Strategic Planning Retreat:
 - Possibly creating an EB5 Center.
 - Economic Development Updates.
 - Second Annual South Side Event.

ADMINISTRATION REPORT

- Item 1: WIRE THEFT UPDATE
Planning, Building and Public Works Director Brewer updated Council on steps being taken to deter future wire theft.
- Item 2: KING COUNTY WATER DISTRICT 54: ELEVATED RESERVOIR & STORAGE EVALUATION
Erik Clark, Water District 54 and Warren Perkins, Gray & Osborne, updated Council on the elevated reservoir and storage evaluation.

CONSENT AGENDA

- Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes of the April 2, April 9 and April 23, 2015 Regular City Council meetings.
- Item 2: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfer included in the attached list and further described as follows:
- | | | |
|--|----------------|----------------|
| Total A/P Checks/Vouchers | #142776-143071 | \$ 970,092.02 |
| Electronic Wire Transfers | #541-553 | \$ 460,757.54 |
| Payroll Checks | #18646-189650 | \$ 8,216.02 |
| Payroll Direct Deposit | #180001-180163 | \$ 289,485.83 |
| Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: | | \$1,728,551.41 |
- Item 3: FARMER'S MARKET 10TH SEASON PROCLAMATION
Motion is to approve the Proclamation recognizing and congratulating the Des Moines Farmers Market for completing 9 successful seasons and wishing them the best for their upcoming 10th season.
- Item 4: HIGHLINE MUSIC4LIFE PROCLAMATION
Motion is to approve the Proclamation recognizing June as Music4Life month.

Direction/Action

Motion made by Councilmember Nutting to approve the consent agenda; seconded by Councilmember Musser.

The motion, as amended, passed 6-0.

PUBLIC HEARING

Item 1: PUBLIC HEARING FOR SV2015-01: VACATION OF PUBLIC RIGHT-OF-WAY WITHIN CITY OF DES MOINES KNOWN AS A PORTION OF THE WEST RIGHT-OF-WAY ON 7TH AVENUE SOUTH AND A PORTION OF THE NORTH RIGHT-OF-WAY OF SOUTH 226TH STREET

Staff Presentation: Planning, Building and Public Works Director
Dan Brewer

Mayor Kaplan opened the Public Hearing at 7:34 p.m.

Planning, Building and Public Works Director Brewer gave a power point presentation.

Mayor Kaplan called those that signed up to speak:

- Andy Langsford, Adriana Senior Apartment
- Dave Baus-Deferred; Mr. Langsford covered most of what he was going to say.
- Jim Langston 600 S 220th; Opponent to this project, concerned about parking.
- Terri DiMartino, 22540 8th Avenue S; Against any public assistance to any developer.
- Larry Couch, 20831 6th Avenue S; A proponent of the project and thinks this is the start to some progress in the Marina District.
- Mark Rider, 28436 Redondo Beach Drive S; Opponent of the project and concerned about parking.

Mayor Kaplan asked if anyone else wished to speak:

- Ken Mowry, 620 S 227th; Opposes the vacating of the sidewalk. Concerned about any other issues that might come up.
- Mark Peterson, 820 S 226th; Opponent of the street vacation.

Mayor Kaplan called 3 times if anyone else wished to speak; seeing none Mayor Kaplan asked if Council had any questions.

Mayor Kaplan closed the Public Hearing at 8:24 p.m.

Direction/Action

Motion 1A made by Councilmember Sheckler to suspend City Council Rule 26(a) in order to adopt Draft Ordinance No. 15-065 on first reading; seconded by Councilmember Musser.

The motion passed 6-0.

Motion 1B made by Councilmember Sheckler to enact Draft Ordinance No. 15-065 approving the vacation of certain portions of public rights-of-way subject to the terms and conditions described therein, and authorize the City Manager to sign the exclusive easement for public use and access, sidewalk and utilities substantially in the form as submitted; seconded by Councilmember Musser.

The motion passed 6-0.

At 8:48 p.m. Council took a 10 minute break and resumed the regular meeting at 8:58 p.m.

A5 8:48 p.m. Councilmember Sheckler left the meeting

NEW BUSINESS

Item 1: UPDATE ON THE MARINA'S FINANCIAL SUSTAINABILITY PLAN
Staff Presentation: Harbormaster Joe Dusenbury

Harbormaster Dusenbury gave a brief power point presentation. Finance Director Mason discussed the financial projections with Council.

No formal action was taken.

NEXT MEETING DATE

May 21, 2015

ADJOURNMENT

Motion made by Councilmember Musser to adjourn; seconded by Councilmember Nutting.
The motion passed 5-0.

The meeting was adjourned at 9:58 p.m.

Respectfully Submitted,
Bonnie Wilkins
City Clerk

**CITY OF DES MOINES
Voucher Certification Approval**

11-Jun-15

Auditing Officer Certification

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

As of **June 11, 2015** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the attached list and further described as follows:

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


Dūnyele Mason, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	143072 -	143376	1,992,667.19
Electronic Wire Transfers	554 -	561	205,141.87
Total claims paid			2,197,809.06
Payroll Vouchers			
Payroll Checks	18651 -	18656	10,690.41
Direct Deposit	210001 -	210160	289,039.92
Payroll Checks	-		
Direct Deposit	-		
Payroll Checks	-		
Direct Deposit	-		
Total Paychecks/Direct Deposits paid			299,730.33
Total checks and wires for A/P & Payroll			2,497,539.39

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Arts Commission Appointment

FOR AGENDA OF: June 11, 2015

ATTACHMENTS:

1. Application submitted by:
Nancy Stephan

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED: June 4, 2015

CLEARANCES:

- Legal VB
- Finance NA
- Marina NA
- Parks, Recreation & Senior Services GA
- Planning, Building & Public Works NA
- Police NA
- Courts NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AS

Purpose and Recommendation

The purpose of this agenda item is to recommend City Council approval of an appointment to the City of Des Moines Arts Commission.

Suggested Motion

Motion: "I move to confirm the Mayoral appointment of Nancy Stephan to an unexpired three year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2015."

Background

The City Council adopted Ordinance No. 1393 establishing the Des Moines Arts Commission in November 30, 2006. The nine Arts Commission positions were appointed in February 2007. The terms were staggered so that six positions are retained each year and three positions expire each year on December 31.

The Arts Commission was created to:

- (1) Represent the interest of the city in matters of the arts, to be a spokes group for the arts in the city and to keep the city council informed on all such related matters.
- (2) Evaluate, prioritize, and make recommendations on funding for cultural arts needs within the city.
- (3) Review and recommend works of art for the city, especially works to be acquired through appropriations set aside from municipal construction projects. Local artists will be encouraged and given equal consideration for these projects.
- (4) Inform, assist, sponsor or coordinate with arts organizations, artists, or others interested in the cultural advancement of the community.
- (5) Encourage and aid programs for the cultural enrichment of the citizens of Des Moines and encourage more public visibility of the arts.
- (6) Develop cooperation with schools, local, regional, state and national arts organizations.
- (7) Obtain private, local, regional, state or federal funds to promote arts projects within the Des Moines community.

Discussion

This agenda seeks confirmation of the Mayoral appointment of Des Moines resident Nancy Stephan to the Des Moines Arts Commission to become effective immediately. The appointment will serve the remainder of a vacant unexpired three year term that will end on December 31, 2015.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

None provided.

1/5/15
[Signature]



CITY OF DES MOINES
APPLICATION FOR APPOINTIVE OFFICE
21630 11th Avenue South
Des Moines, WA 98198

Recvd. _____

Please Check

NAME: Nancy Stephan
ADDRESS: 23641 7th Ave S #1
CITY/ZIP: Des Moines, WA 98198-7300
PHONE: Home 206-870-7413 Work 206-228-4024
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 14 yrs
REGISTERED VOTER? Yes
E-MAIL ADDRESS: NLStephan@yahoo.com

- Civil Service Commission
- Planning Agency
- Library Board
- Human Services
- Senior Services
- Arts Commission
- Marina Beach Park

EMPLOYMENT SUMMARY LAST FIVE YEARS: _____

Retired Educator

Are you related to anyone presently employed by the City or a member of a City Board? No
If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? No if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY. attached

1. Why do you wish to serve in this capacity and what can you contribute? _____

2. What problems, programs or improvements are you most interest in? _____

3. Please list any Des Moines elective/appointive offices you have run/applied for previously. _____

QUALIFICATIONS FOR ARTS COMMISSIONER – attachment to application

1. Why do you wish to serve in this capacity and what can you contribute?

The Arts are a passion of mine. It probably started with piano and led to a Music Major with Minor in Piano at Minnesota State University in Mankato, Minnesota. As an educator I taught music, mostly in elementary schools, then became a principal. As a principal I could bring more arts to students or take them to the arts through a concert or a visit to an art museum. As I went on to International Schools, I could hire music and art teachers and more directly support the arts in education. When I retired and moved to Des Moines, I was privileged to be on a committee to recommend either an independent arts organization for Des Moines or an arts commission. Our group recommended an arts commission and the revival of the Des Moines Arts Commission occurred.

As a commissioner for two terms on the DM Arts Commission, my focus was on the visual arts. In this area I worked on efforts in Des Moines, including:

- work with the Arts Commission's Visual Arts Committee to organize two Poverty Bay Arts Festivals which involved businesses and artists in joint efforts to exhibit and sell visual arts to the community,
- support for the creation by an artist of a mural funded by 'The Des Moines Legacy Foundation' with the theme 'honoring aging,'
- service as Chair of the Arts Commission for one year.
- Development of a proposal for what became Art On Poverty Bay, a rotating sculpture project sponsored by the Arts Commission.

And following approval by the City Council for the Art On Poverty Bay sculpture project, led the initial two years of this project as a volunteer for the Arts Commission.

2, What problems, programs or improvements are you most interested in?

I'm interested in adding my support to four programs the Arts Commission presently provides for the community of Des Moines; The Beach Concerts, Shakespeare in the Park, Squid-o-Rama and Art On Poverty Bay. I believe these four programs offer a variety of experiences to our community. I believe I can work with the commission to support these programs as they continue to evolve and improve for the residents and development of Des Moines.

At present I serve on the DM Legacy Foundation and as a commissioner I could better communicate the progress and needs of the various activities of the commission. I am also very interested in developing an Arts specific fund raiser sponsored by Legacy to support the work of the commission.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously.

- Des Moines Arts Commission – 2 terms
- Des Moines Legacy Foundation
- Parks and Recreation's Master Plan Advisory Committee

I also volunteer with the American Association of University Women supporting two projects for women:

- Expanding Youth Horizons, a project in cooperation with Highline College. EYH (Expanding Youth Horizons) provides workshops in the STEM areas for Middle School Girls, giving them role models and hopefully an incentive to continue their education in these fields.
- The Sally Morrison Scholarship Award, given to a single-parent young woman graduating from a Federal Way High School who shows the ability and initiative to continue her education beyond high school providing support to her and incentive to others.

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: AMENDMENT NO. 2 – LEASE
WITH CLASSIC YACHTS, INC, FOR THE USE
OF MARINA FACILITIES.

ATTACHMENTS:

1. Amendment No. 2
2. Lease for Marina Facilities dated
February 4, 2011

FOR AGENDA OF: June 11, 2015

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: June 2, 2015

CLEARANCES:

- Legal 10
- Finance N/A
- Economic Development N/A
- Marina 10
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works N/A
- Police N/A
- Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to request the Council's approval of an amendment to the lease the City has with Classic Yachts, Inc. This amendment would grant Classic Yachts the use of the slip L-10 in addition to the other slips currently under lease. The rent charged to Classic Yachts would increase from \$1,245.82 per month, (plus leasehold tax) to \$1,692.22 per month, (plus leasehold tax).

Suggested Motion: "I move that the Council approve Amendment No. 2 to the lease with Classic Yachts, Inc., to grant Classic Yachts the use of Slip L-10 in exchange for an increase in their rent from \$1,245.82 per month to \$1,692.22 per month, plus the State leasehold tax, and authorize the City Manager to sign substantially in the form as attached."

Background

Classic Yachts, Inc. is a boat brokerage working out of the Marina that specializes in used boats. The current owner, Jim Quinn, purchased the business in April of 2014.

Discussion

The Slip L-10 was recently vacated by its former tenants. Slip L-10 is a covered slip that is adjacent to Slip L-08 which is leased to Classic Yachts. It was included in the lease with the former owners of

Classic Yachts and Mr. Quinn asked that he be allowed to use the slip. The staff believes that including the slip in the lease with Classic will not have a detrimental impact on the Marina Operations and they have tentatively approved Mr. Quinn's request contingent on Council approval of the lease amendment.

Financial Impact

Classic Yachts pays about \$1.00 more per foot for moorage because of the nature of the use. Allowing Classic to use Slip L-10 will result in some more moorage revenue for the Marina.

Conclusion

This amendment will benefit both Classic Yachts and the Marina. The staff recommends that the Council approve this amendment.

Concurrence

The City Attorney's office concurs with this recommendation.

**AMENDMENT NO. 2
LEASE FOR MARINA FACILITIES
(CLASSIC YACHTS)**

THIS AMENDMENT NO. 2 TO LEASE FOR MARINA FACILITIES (Classic Yachts) is dated _____, 2015, by and between the CITY OF DES MOINES ("City"), a Washington Municipal Corporation, as Owner/Lessor; and JIM QUINN, doing business as CLASSIC YACHTS INC. ("Lessee"), as the Lessee/Assignee.

RECITALS

- A. On or about April 1, 2014, Jim Quinn entered into an Agreement with Arlene Knight and Stan Wilkes for the purchase of Classic Yachts, Inc.
- B. Pursuant to the Lease that the City had previously entered into with Classic Yachts, Inc., Arlene Knight and Stan Wilkes assigned their interest in their lease with the City of Des Moines to Jim Quinn.
- C. The City now executes this Amendment to the assigned lease with Jim Quinn, to provide for changes requested by the Assignee and Assignor.

AGREEMENT/AMENDMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to modify and amend the Lease as follows:

Sec. 1. Paragraph 1 of the Lease is amended to read as follows:

(1) Terms and Premises. Lessor grants to Lessee for a term of five (5) years, commencing on the first day of January, 2011, the exclusive right to use and occupy certain real and personal property located at the Des Moines Marina for the purpose of conducting a boat brokerage and sales business. Such property shall be hereinafter referred to as "premises". The Lessor shall have the use of Slips L-01, L-03, L-08, L-10, and the north side of the L Dock's main walkway between L-02 and L-08 for the purposes of conducting a boat brokerage and sales business. Owing to the difficulty of writing a legal description for the premises, the premises are schematically described on the diagram attached hereto as Exhibit "1" and by this reference incorporated herein.

Sec. 2. Paragraph 6 of the Lease is amended to read as follows:

(6) Rent. Monthly rent shall be \$1,692.22 per month, plus State Leasehold Tax, payable in advance on or before the first day of

each month of this Lease. This rate shall take effect on July 1, 2015. On January 1st of each succeeding year of the original Lease period, plus the option period if necessary, the rental rate shall be established by applying the greater of:

(a) The same percentage increase that is applied to all other slips as a result of an action by the Des Moines City Council.

(b) An amount equal to the rental rate for the previous year multiplied by the Consumer Price Index, U.S. City Average, All Urban Consumers, for the 12-month period ending August 31st of the previous year. (Published by the U.S. Department of Labor, Bureau of Labor Statistics).

Sec. 3. All other terms of the Lease not amended by provisions herein shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have affixed their signatures on the dates below written, signifying agreement to the terms and conditions of the foregoing Amendment to the Classic Yachts, Inc. Lease.

LESSOR

LESSEE

CITY OF DES MOINES

CLASSIC YACHTS, INC.

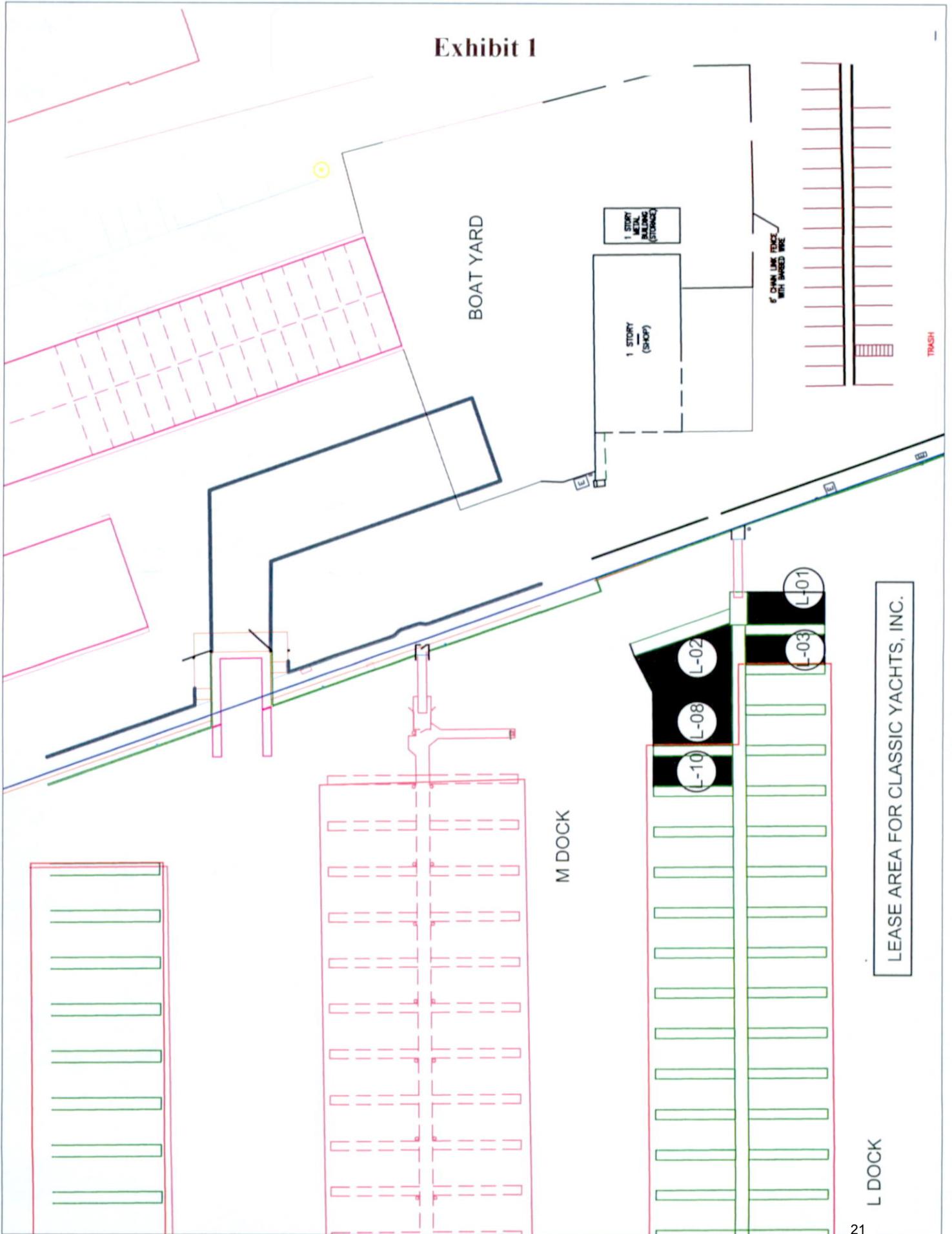
By: Anthony A. Piasecki, City Manager
By Direction of the Des Moines City
Council in Open Public Meeting on
June 11, 2015

By: Jim Quinn, Its President

APPROVED AS TO FORM:

Timothy George, Assistant City Attorney

Exhibit 1



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LEASE FOR MARINA FACILITIES

This Lease is entered into between the CITY OF DES MOINES, a municipal corporation (hereinafter "Lessor") and CLASSIC YACHTS, Inc., a Washington corporation, and Arlene Knight and Stan Wilkes, doing business as Classic Yachts, Inc., (hereinafter "Lessee").

(1) Terms and Premises. Lessor grants to Lessee for a term of five (5) years, commencing on the first day of January, 2011, the exclusive right to use and occupy certain real and personal property located at the Des Moines Marina. Such property shall be hereinafter referred to as "premises". The premises are generally described as slip L-02, in which a floating sales office will be moored. Owing to the difficulty of writing a legal description for the premises, the premises are schematically described on the diagram attached hereto as Exhibit "A" and by this reference incorporated herein.

(2) Use of Other Marina Facilities. In addition to Slip L-02, the Lessor shall have the use of Slips L-01, L-03, L-08, L-10, and the north side of the L Dock's main walkway between L-02 and L-08 for the purposes of conducting a boat brokerage and sales business. The following conditions shall apply to the use of the slips.

(a) The slips shall be used to moor boats that are for sale and are either owned by or consigned to the Lessee.

(b) Casual use of the slips by invitees of the Lessee, or any other use that may compete with the guest moorage business of the Lessor, is not allowed.

(c) The Lessee expects the Lessor to charge customers for the use of the slips in the regular course of the business, but long term sub-leasing is not allowed, unless such sub-leases comply with Marina Rule 4.0.

Lessee may sub-lease other slips in the Marina, subject to Marina Rule 4.0. Lessee will be charged the regular and customary rate for such sub-leases. Marina facilities other than Leased or sub-leased facilities, will be available to the Lessee at the regular posted rates therefor.

(3) Additional Facilities. Lessor and Lessee reserve the right to negotiate for expansion, and/or relocation of the premises, (sales office). Lessee may also be placed on the waiting list for additional slips if the Lessee can demonstrate to the City of Des Moines that such slip(s) are necessary for the success of the business. The decision to allow the Lessee to Lease additional slips shall be at the sole discretion of the City of Des Moines.

(4) Modification of Lease Necessitated by Marina Master Plan. Lessee recognizes that implementation of the Marina improvements contemplated by the current Des Moines Marina Master Plan, or as later amended, may necessitate changes to Lessee's use of the leased premises. In the event of such changes, Lessor and Lessee reserve the right to negotiate in good faith for modification of this lease. If Lessor and Lessee are unable to reach agreement concerning such modification, the dispute shall be submitted to mediation and arbitration under the terms of Paragraph 20 of this lease. During the first 5 (five) year term of this lease, as long as the tenant's sales office remains on L Dock, the City shall provide reasonable access,

Lease for Marina Facilities, Classic Yachts
Page 2

equivalent to that as currently enjoyed by the tenant, to the tenant's sales office in the event of present or any future renovation projects blocking the tenant's customers or potential customers from accessing the sales office or from seeing the display of boats the tenant is offering for sale.

(5) Option. The Lessee shall have the option to extend the Lease for one additional five (5) year term. Such option must be exercised in writing by the Lessee not later than one (1) year before the expiration date of the original term. In the event Lessee shall exercise such option, the rent for the option period shall be determined in accordance with paragraph 6 herein. In the event the parties shall be unable to agree upon such rent, the parties agree to resolve the matter using the Mediation/Arbitration process as provided in paragraph 20 below.

(6) Rent. Monthly rent shall be \$1,310.20 per month, plus State Leasehold Tax, payable in advance on or before the first day of each month of this Lease. This rate shall take effect on January 1, 2011. Beginning January 1, 2012, and effective on January 1st of each succeeding year of the original Lease period, plus the option period if necessary, the rental rate shall be established by applying the greater of:

(a) The same percentage increase that is applied to all other slips as a result of an action by the Des Moines City Council.

(b) An amount equal to the rental rate for the previous year multiplied by the Consumer Price Index, U.S. City Average, All Urban Consumers, for the 12-month period ending August 31st of the previous year. (Published by the U.S. Department of Labor, Bureau of Labor Statistics).

(7) Deposit. Lessor acknowledges receipt of a deposit in the amount of one (1) month's rent to ensure faithful performance of all provisions of this Lease. This sum shall be applied towards the last month's rent provided all provisions of this Lease are complied with.

(8) Inspection of Moorage. During business hours, the City Manager, or his designated agent, shall have the right to inspect the dock structure where the premises, (sales office), is moored. The right of inspection reserved to the City hereunder shall impose no obligation of the City to make inspections to ascertain the conditions of the premises and shall impose no liability upon the City for failure to make such inspections.

(9) Utilities. In addition to the above rent, Lessee shall be required to pay, within ten (10) days after billed, all utilities furnished to the premises, except surface water management charges and water, which are included in the monthly rent. Power rates billed to the Lessee shall be billed at the rates posted in the Marina office.

(10) Sales and Real Property Taxes. If required by law, Lessee shall be required to pay any sales tax on the rent or any property taxes or Leasehold tax, if levied.

(11) Permitted Uses.

(a) Slip L-02 - sales office for a boat brokerage business.

(b) Slips L-01, L-03, L-08, L-10, and the north side of the L Dock's main walkway between L-02 and L-08 -- moorage for vessels owned or consigned to Lessee for the purpose of selling such vessels.

(12) Restrictions on use of Leased Premises.

(a) The sale of gas, diesel fuels and propane gas is prohibited except when used by Lessee to test work performed and the excess conveyed to customer.

(b) The dock structure where the premises are moored, (L-02), may be structurally modified by Lessee only after prior written consent of Lessor. All additions and modifications permanently attached to structures shall be at the expense of Lessee and shall become the property of Lessor at the termination of this Lease and any extension thereof. Any non-attached additions, lighting fixtures, furniture and trade fixtures ever added by Lessee, which are removable without injury to the premises, shall be and remain the property of Lessee. Lessee may modify slips L-01, L-03, L-08 and L-10 only after prior written consent of Lessor. Only such modifications that would normally be approved under the current Rules and Regulations of the Des Moines Marina will be allowed.

(13) Conduct of Business. Lessee shall be required to follow all City Ordinances, Federal, State and County laws and the Rules and Regulations of the Des Moines Marina. The Lessor shall have the right to restrict certain types of operations during the hours of 10 P.M. to 6 A.M. if they create a nuisance or have a detrimental effect upon adjacent residents and Marina tenants.

(14) Duties of Lessor. Lessor will at all times during the tenancy:

(a) Comply with all City ordinances, state, and federal regulations and any special provisions in this Lease related to environmental protection.

(b) Maintain the premises to substantially comply with all applicable codes, statutes, ordinances, or regulations pertaining to the Leased premises;

(c) Except where the conditions attributable to normal wear and tear, make repairs and arrangements necessary to put the premises in as good condition as it was at the commencement of the tenancy;

(d) Maintain all electrical, plumbing, heating, and other facilities in reasonably good working order;

(e) No duty shall devolve upon the Lessor to repair a defective condition where the defective condition complained of was caused by the conduct of Lessee.

Lease for Marina Facilities, Classic Yachts
Page 4

(f) Not unreasonably obstruct customer access to the Classic Yachts' sales office. Further, Lessee agrees to provide a minimum of two marked reserved parking spaces in the Marina Parking lot for the use of Lessee's Customers. Lessor further agrees to work with Lessee to accommodate an upland sales office location and/or provide an area for advertising the available yachts/boats for sale in a location above the security gate and accessible to pedestrian traffic. Should Lessee opt to move its sale's office to an upland location or wish to expand its upland storage space, this Lease Agreement may be modified to reflect any agreement with regard to the additional space without affecting any of the other terms already contained herein.

(15) Duties of Lessee. Lessee accepts the premises in its present condition, and will at all times during the tenancy:

(a) Comply with all city, state, and federal regulations related to environmental protection, and any special provisions described in this Lease.

(b) Keep the Leased premises as clean and sanitary as the conditions of the premises permit;

(c) Properly dispose all solid waste, liquids, and hazardous waste in a clean and lawful manner at reasonable and regular intervals;

(d) Properly use and operate all electrical, gas, heating, plumbing and other fixtures.

(e) Not permit a nuisance or common law waste.

(f) Not allow junk or debris to accumulate on the demised premises;

(g) At the expiration of the Lease term, or any extension thereof, surrender the premises in as good condition as they were at the beginning of the term, reasonable wear and tear excepted.

(16) Minimum Hours of Operation. The parties recognize that Lessor's primary intent in granting this Lease is to provide the boating community with a service, specifically a boat brokerage and sales business and to that extent it is vital that the facilities and services be available on a regular basis throughout the year. Accordingly, Lessee agrees that the business shall remain open a minimum of eight (8) hours per day, five (5) days per week, from May 1 to July 31 of each year.

(17) Indemnification and Insurance. Lessee shall be responsible to Lessor for damages to the premises caused by Lessee, Lessee's agents, and parties using the premises with the permission of Lessee. Lessee shall keep the premises insured for fire, and other casualty. Lessee shall purchase and maintain a general liability insurance policy insuring against claims for personal injury and property damage in an amount with an annual aggregate limit of not less than two million dollars (\$2,000,000). Lessor shall be named as an additional insured under such

Lease for Marina Facilities, Classic Yachts
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general liability policy. Appropriate certifications of insurance coverage shall be delivered to Lessor. Lessee agrees to save, keep, defend and otherwise hold harmless Lessor, its officers, agents, employees and volunteers, from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damage to property or personal injury received by reason of or in the course of activities involving Lessee's use and occupancy of the premises or adjacent areas, including, but not limited to, claims arising out of the condition of the premises. Lessee's indemnification is intended to apply to all claims which are occasioned by any willful or negligent act or omission of Lessee, its employees, or any party using the premises with the permission of Lessee.

(18) Sign. Lessee shall be permitted to paint or install such signs as are permitted by the Des Moines Municipal Code.

(19) Assignment. Lessee shall not assign this Lease or the rights granted hereunder or sublet the premises or any part thereof without first obtaining written consent of the City. Such consent shall not be unreasonably withheld. Lessor and Lessee recognize that the primary purpose of this Lease is to provide a boat brokerage and sales service for customers of the Des Moines Marina, and the boating community, and, accordingly, the primary standards for approving assignment or sublease shall be as follows: the qualifications, business ability, financial capability, technical competence, and personal reputation and integrity of the proposed assignee or sublessee.

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

(21) Default.

(a) Event of Default. Each of the following shall be deemed an Event of Default:

- (i) Failure to make full and timely payment of rent;
- (ii) Failure by Lessee to perform or observe any covenant or condition of this Lease which is to be performed or observed by Lessee;
- (iii) Abandonment of the premises;

Lease for Marina Facilities, Classic Yachts
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(iv) The filing of execution or occurrence of:

(A) An adjudication of Lessee as a bankrupt or insolvent in the bankruptcy or equity sense, or;

(B) An assignment for the benefit of creditors, whether by trust or otherwise, or;

(C) The taking by any person of the rights hereunder upon execution or attachment or other process of law or equity.

(b) Cure of Default. Lessee may cure a default, except for failure to make full and timely payment of rent, and this Lease shall remain in effect, provided that Lessee cure such default or enters into good faith efforts with Lessor to cure such default, within fifteen (15) days of receiving written notice of default by Lessor. Lessee shall notify Lessor in writing of his intent to cure default and the amount of time required to cure the default. Subsequent failure of Lessee to cure the default under this subsection within a reasonable time shall be grounds for termination of the Lease.

(c) Termination of Lease. If Lessee fails to cure any default within the period of time described in the preceding subsection "b" herein, the Lessor may at its option, in addition to any other remedy or right given hereunder or by law,

(i) Except for failure to make full and timely payment of rent, give notice to Lessee that this Lease shall terminate upon the date specified in the notice, which date shall be no earlier than thirty (30) days after the giving of such notice, or

(ii) Immediately or at any time after occurrence of such Event of Default, and without notice or demand, enter upon the premises or any part thereof in the name of the whole, and upon the date specified in such notice or in any other notice pursuant to law, or upon such entry this Lease and the term thereof shall terminate.

(d) Repossession. Upon termination of this Lease as herein above provided, the Lessor may enter forthwith without further demand or notice and resume possession either by summary proceedings, or by action at law or in equity or by force or otherwise, as the Lessor may determine, without being liable in trespass. In no event shall such reentry or resumption of possession or reletting as hereinafter provided be deemed to be a waiver of the rights and remedies of the Lessor hereunder.

(e) Reletting. Upon termination of this Lease in any manner above provided, the Lessor shall use reasonable efforts to relet the premises. The Lessor shall be deemed to have used reasonable efforts if it Leases the whole or any part of the premises, separately or with other premises, for any period equal to or less than, or extending beyond, the remainder of the original term, for any sum or to any tenant or for any use it deems reasonably satisfactory or appropriate. Refusal to let to any person or for any use the Lessor deems objectionable, or for a use not

Lease for Marina Facilities, Classic Yachts

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expressly permitted under paragraph 11 of this Lease shall also be deemed a reasonable effort to relet.

(f) Damages. Upon termination of this Lease in any manner above provided, the Lessee shall pay the Lessor forthwith without demand or notice the sum of the following:

(i) All rent accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs;

(ii) The cost of making all repairs, alterations and improvements required to be made by the Lessee hereunder, and of performing all covenants of the Lessee relating to the condition of the dock structure during the term, such cost to be deemed prima facie to be that cost estimated by a reputable architect or contractors selected by the Lessor or the amounts reasonable expended or incurred thereafter by the Lessor; and

(iii) Such other damages as are proper under applicable provisions of statutory and common law.

(22) Cancellation by Lessee. Lessee shall have the right to cancel this Lease upon ninety (90) days written notice. During such ninety-(90) day period the parties shall enter into a cancellation agreement defining the rights and duties of the parties upon cancellation of this Lease. There shall be two (2) mandatory provisions contained in the cancellation agreement: (1) following the ninety (90) day notice period, Lessee shall have no further obligation to pay rent, (2) on the effective date of the ninety (90) day notice, Lessee shall vacate the premises and Lessor shall have the right to re-enter and re-let. As to any other term of the cancellation agreement, should the parties be unable to agree on any provision, it shall be submitted to arbitration as provided in paragraph 20 herein.

(23) Written Notice. All notices, requests, demands, and other communications required or permitted under the Lease must be in writing. As of the effective date, Lessee maintains its right to receive notice affecting the Lease. Notice will be deemed to have been duly given immediately upon being mailed with postage prepaid to respective addresses, as follows:

Lessee:	Mailing Address	Classic's Yacht, Inc. P.O. Box 98964 Des Moines, WA 98198
	Physical Address	22222 Dock Ave. So., 2-B Des Moines, WA 98198
Lessor:		City of Des Moines Attention City Manager 21630 11th Ave. So., Suite A, Des Moines, WA 98198

Lease for Marina Facilities, Classic Yachts
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Upon change of address, each party shall provide the updated address to all parties within ten (10) days after the effective date of the change of address. Failure to provide the updated address constitutes waiver of the right to notice under this section.

(24) This Lease shall be binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

(25) Conversion of Slip. If the Lessee cancels this Lease following the procedure set forth in paragraph 22, or if the Lessee assigns this Lease as part of the sale of the underlying business, or if the corporation is sold, the Lessee shall have the option to convert and retain one slip listed in this agreement for the personal use of Arlene Knight and Stan Wilkes. Should the space be converted to a liveaboard space, the rental rate will be adjusted accordingly. This condition is not subject to transfer or assignment.

(26) Entire Lease. The written provisions and terms of this Lease, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Lease. All of the attached documents are hereby made a part of this Lease. However, should any language in any of the Attachments to this Lease conflict with any language contained in this Lease, the terms of this Lease shall prevail.

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

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

IN WITNESS WHEREOF, Lessor and Lessee have affixed their signatures on the dates below written signifying agreement to the terms and conditions of the foregoing Lease for Marina Facilities.

LESSEE: Classic Yachts, Inc.

LESSOR: City of Des Moines

By: *Arlene Knight*
Arlene Knight, Its President
Date: *Feb 4, 2011*

By: *[Signature]*
Anthony A. Piasecki, Its City Manager
At the direction of the City Council by motion regularly passed in its open public meeting on December 9, 2010.
Date: *2/4/11*

By: *Stan Wilkes*
Stan Wilkes
Date: *Feb 4, 2011*

APPROVED AS TO FORM:
[Signature]
Timothy A. George, WSBA No. 40076

L Dock

M Dock

31

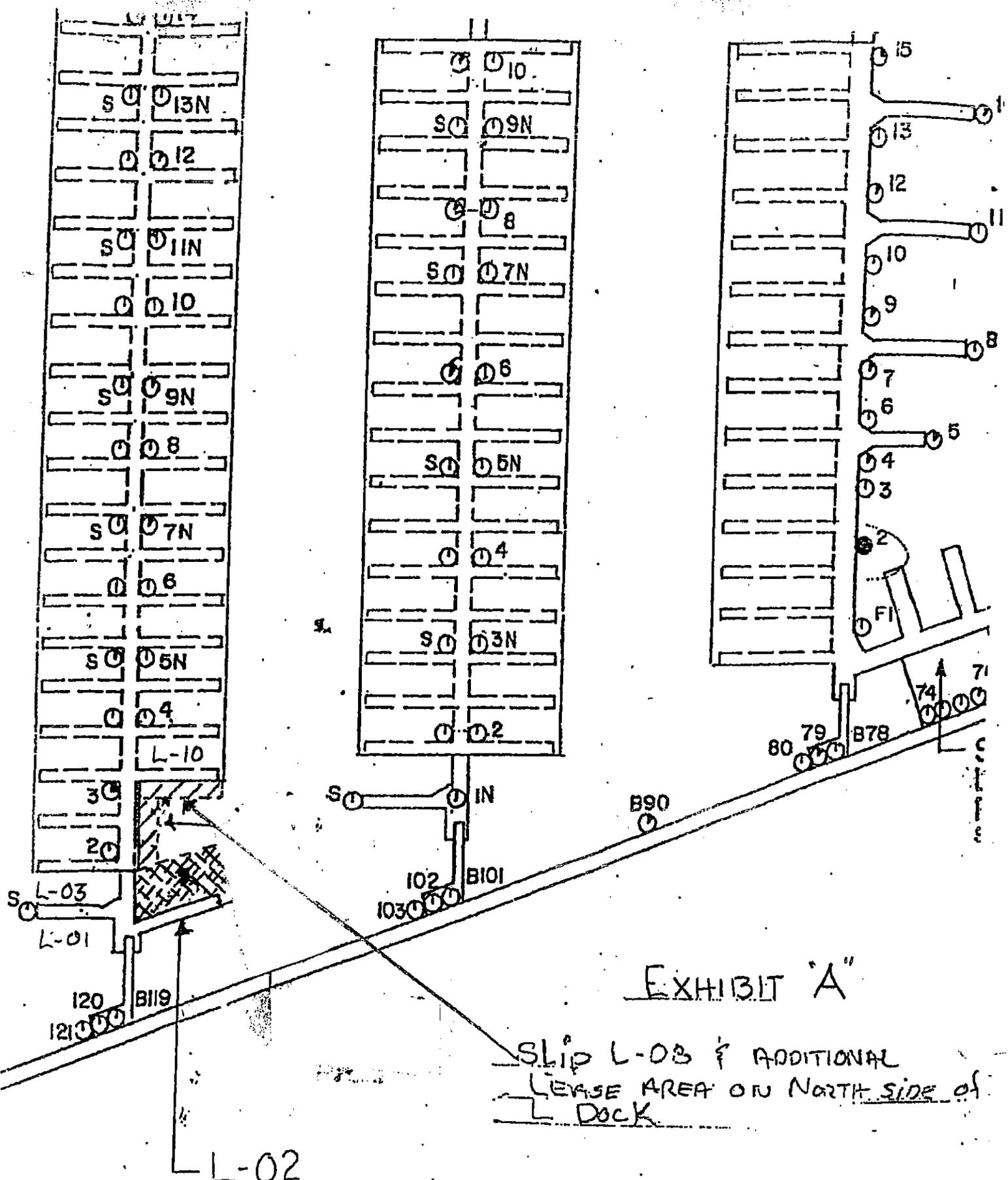


EXHIBIT "A"

SLIP L-03 & ADDITIONAL LEASE AREA ON NORTH SIDE OF L DOCK

L-02

LOCATION OF FLOATING SALES OFFICE FOR CLASSIC YACHTS

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Change Order for the Agreement with Moffatt Nichol for Engineering and Consulting Services for the J Dock Fire Rehabilitation Project.

FOR AGENDA OF: June 11, 2015

DEPT. OF ORIGIN: Marina

ATTACHMENTS:

DATE SUBMITTED: May 28, 2015

- 1. Change Order No. 2 – J Dock Fire Rehabilitation Project

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this New Business item is to request the Council’s approval of a change order to the Agreement between the City and Moffatt Nichol for engineering and consulting services for the J Dock Fire Rehabilitation Project. The change order would increase the authorized amount of the contract from \$87,296 to \$92,296, a total of \$5,000.

Suggested Motion: “I move that the Council approve Change Order No. 2 to the Agreement with Moffatt Nichol for engineering and consulting services for the J Dock Fire Rehabilitation Project in the amount of \$5,000.00, bringing the total authorized contract amount to \$92,296.00, and authorize the City Manager to sign Change Order No. 2 substantially in the form as attached.”

Background

Last November the Council approved an Agreement with Moffatt Nichol to provide engineering and consulting services for Phase 2 of the J Dock rebuild. The scope-of-work in that Agreement focused on determining the specifications for the new section of J Dock, preparing the bid package and providing support during the bid process. Under the Agreement, Moffatt Nichol also analyzed the plans submitted by the successful contractor to make sure they met the required specifications and monitored the construction process to make sure the completed dock section is built to the plans and specifications.

When the Agreement was approved the staff told the Council that staff expects to recover most of the costs from the City's insurance companies but they also expect that some items like the installation of a cable carrier for the utilities and the remodel of the security gate to fit the new dock may be considered "upgrades" by the insurance companies and subject to some negotiations. At that time, one of the excess insurance carriers was questioning the City's decision to demolish slips 1 thru 6 because those slips were not heavily damaged by fire, although they received extensive smoke damage and all of the electrical system for those slips were compromised by the intense heat of the fire. The staff and consultants from Moffatt Nichol worked on this issue and prepared a response that was given to the insurance carriers at a meeting on October 28, 2014. At that time the insurance companies said they would go over the data presented and respond.

Discussion

After the meeting on October 28, 2014, the insurance companies responded with a study done by one of their consultants, AJE Associates, Inc. that concluded that the damaged area of J Dock could have been replaced piece-for-piece exactly as it was before the fire. The analysis done by WJE Associate, Inc was based only on the building codes and did not mention either the International Fire Code or the environmental regulations imposed by state and federal agencies. It did, however, signal a significant change in the position the insurance companies were taking.

After meeting with representatives from Washington Cities Insurance Authority, (WCIA), and their broker, Marsh and Associates, the staff and Moffatt Nichol prepared a response to the WJE analysis that includes the City's interpretation of the building codes plus the relevant fire codes and environmental regulations. That response was sent out the last week of May, 2015.

At this point the original approved budget, including change order no. 1 has been exhausted. The staff believes that further support from Moffatt Nichol will be necessary and recommend that another \$5,000 be approved by the Council. If the insurance companies do not move off their position it may be necessary for Moffatt Nichol to do further analysis of the cost estimates provided by the WJE report.

Financial Impact

The funds for this change order will have to come out of the Marina operating fund. There are adequate funds available to cover this change order in the operating budget for 2015, but our contacts at WCIA tell us that any further money spent on consultants during the negotiations with the insurance companies will not be included in the final amount of the claim.

Conclusion

The staff believes that even if there was some benefit for the City to rebuild the damaged part of J Dock back to its original design, considering the changes in building codes, fire codes and environmental regulations there was no practical way to do so and recommends that this change order be approved to enable the consultants and staff to continue pressing the issues with the insurance companies.

Concurrence

The City Attorney's office concurs with this recommendation.

Change Order 2

Date	Representing - Surety
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This change order will fund further supporting efforts for the City's insurance claim for damages resulting from the fire on J Dock on June 23, 2013. The anticipated tasks include analyzing the information and calculations given to the City by the insurers and preparing the appropriate responses.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Delegation of the Unclassified Use Permit (UUP) decisions for the Ages in Stages Daycare and Morchin property to the Hearing Examiner.

FOR AGENDA OF: June 11, 2015

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: June 4, 2015

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AA

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval to delegate the Unclassified Use Permit (UUP) decisions for the Ages in Stages Daycare and Morchin property from the City Council to the Hearing Examiner. The decision on the underlying permit covers technical analysis on complicated land use issues that would be best suited to the Hearing Examiner. Staff recommends City Council approve the following motion:

Suggested Motion

Motion: I move to delegate the Unclassified Use Permit decisions for the Ages in Stages Daycare and Morchin property to the Hearing Examiner pursuant to DMMC 18.240.160(3).

Background

The Ages in Stages Daycare proposal (LUA2015-0020) relates to an existing daycare in a single family neighborhood (RS-8400 Zone) located at 22038 9th Avenue S. The use of a daycare in a residential zone was originally approved under a Conditional Use Permit (CUP) and the new owners would now like to add an apartment unit above the daycare. This would classify the use as a "mixed-use." Mixed use in a residential zone is permitted with an Unclassified Use Permit (UUP).

The Morchin proposal (PA2015-0014) relates to an existing office building in a multifamily residential zone (RM-2400 Zone) located at 805 S. 219th St. Professional offices are not permitted in the RM-2400 Zone. The property owner would like to convert part of the building to a single apartment unit, which would qualify the building as “mixed use,” which is permitted in the RM-2400 Zone with an Unclassified Use Permit.

Discussion

The Unclassified Use Permit (UUP) determination is a Type IV land use action made by the City Council. In accordance with the review process for a Type IV land use action (DMMC 18.20.190), upon conclusion of the 15-day comment period, the City Council may approve, approve with conditions, or deny a Type IV land use action upon compliance with the procedural requirements of Chapter 18.240 DMMC. Per DMMC 18.20.190, the City Council’s decision is appealable to the Superior Court of Washington for King County.

Per DMMC 18.240.160, specifically, the Hearing Examiner conducts public hearings (where applicable) and renders final decisions on the following:

1. Type III land use actions as specified by chapter 18.20 DMMC, Land Use Review Procedures;
2. Appeals of administrative decisions as further provided in this code; and
3. *Such other matters as the City Council may from time to time refer.*

Alternatives

The alternative to the recommendation would be that City Council maintains authority for the underlying permit decision.

Financial Impact

None.

Recommendation or Conclusion

Given the potential land use issues staff recommends that the City Council remand the decisions for the Unclassified Use Permit applications to the Hearing Examiner.

Concurrence

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

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Purchase of New Electronic Fuel System for Public Works Service Center

AGENDA OF: June 11, 2015

DEPT. OF ORIGIN: Planning, Building & Public Works

ATTACHMENTS:

DATE SUBMITTED: June 3, 2015

1. Previous 2-12-2015 Agenda Item for the Purchase of a new Electronic Fuel System for the Public Works Service Center
2. Purchase order for ACE Tank & Fueling Equipment, LLC
Quote #JA20150326B & JA20150326C
3. 2015 Budget Worksheet

CLEARANCES:

- Legal JG
- Finance DM
- Marina N/A
- Parks, Recreation & Senior Services _____
- Planning, Building & Public Works DJB
- Police _____
- Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AA

Purpose and Recommendation:

The purpose of this agenda item is to have Council rescind the previous motion passed on February 12, 2015 authorizing the purchase of a new Electronic Fuel System for the Public Works Service Center from Northwest Pump & Equipment (Attachment 1). Unfortunately, the previous quote from Northwest Pump is no longer valid as the State Contract has been amended. After additional research, staff is proposing to purchase this equipment from Ace Tank & Equipment (Attachment 2). After modifying to scope of the project to stay within budget, the purchase of this equipment is now with the City Managers purchasing authority (less than \$50,000). The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to rescind the former motion passed on the February 12, 2015 agenda authorizing the purchase of an Electronic Fuel System from Northwest Pump and Equipment Co."

Background:

The current fuel system was installed 20 years ago in 1995. There have been upgrades over the years as repairs have been needed, but as of two years ago the system is now considered obsolete and replacement parts are no longer available.

Discussion:

Over the last few years there have been numerous issues at night and on weekends where the system completely shuts down and crews, mostly from the Police Department, were not able to get fuel. The new system will be electronically controlled solving the shut down issues, along with more accurate fuel tracking and ordering. This new system will also control the gate at the Service Center allowing the gate to be closed at all times greatly adding to the security of the Service Center yard. Access to the yard will be by code or gate openers installed in the City vehicles.

Alternatives:

None.

Financial Impact:

The Adopted 2015 Budget includes sufficient funds to purchase the Electronic Fuel System (refer to Attachment 3).

Recommendation/Conclusion:

Staff recommends the purchase of the new computer monitored Electronic Fuel System and asks Council to approve the suggested motion.

Concurrence:

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

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Purchase of New Electronic Fuel System for Public Works Service Center

AGENDA OF: February 12, 2015
DEPT. OF ORIGIN: Planning, Building & Public Works

ATTACHMENTS:

- 1. Purchase order for Northwest Pump & Equipment Co. (State Contract #00808 Quote #DB-CODM-2)
- 2. 2015 Budget Worksheet

DATE SUBMITTED: February 2, 2015

CLEARANCES:

- Legal PB
- Finance DM
- Marina N/A
- Parks, Recreation & Senior Services DM
- Planning, Building & Public Works DAB
- Police _____
- Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: OD AEM

Purpose and Recommendation:

The purpose of this agenda item is to seek Council approval to purchase a new Electronic Fuel System for the Service Center. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to authorize the purchase of the Electronic Fuel System identified in Attachment 1 from Northwest Pump and Equipment Co. in the amount of \$58,987.42 plus sales tax, and authorize the City Manager or his designee to sign the purchase order substantially in the form as submitted."

Background:

The current fuel system was installed 20 years ago in 1995. There have been upgrades over the years as repairs have been needed, but as of two years ago the system is now considered obsolete and replacement parts are no longer available.

Discussion:

Over the last few years there have been numerous issues at night and on weekends where the system completely shuts down and crews, mostly from the Police Department, were not able to get fuel. The new system will be electronically controlled solving the shut-down issues, along with more accurate fuel tracking and ordering. This new system will also control the gate at the Service Center allowing the gate to be closed at all times greatly adding to the security of the Service Center yard. Access to the yard will be by code or gate openers installed in the City vehicles.

Alternatives:

None.

Financial Impact:

The Adopted 2015 Budget includes sufficient funds to purchase the Electronic Fuel System (refer to Attachment 2).

Recommendation/Conclusion:

Staff recommends the purchase of the new computer monitored Electronic Fuel System and asks Council to approve the suggested motion.

Concurrence:

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

CITY OF DES MOINES

Finance Division
 21630 11TH Avenue South
 Des Moines WA 98198-6317
 Phone 206.870.6511 Fax 206.870.6540

**PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 2/01/2015 #009

TO: NORTHWEST PUMP & EQUIPMENT CO
 Attn: David Booth
 2800 NW 31ST Avenue
 Portland OR 97210

SHIP TO:
 John Blackburn, Service Center
 City of Des Moines WA
 2255 South 223RD Street
 Des Moines WA 98198
 206.870.6559 FAX 206.870.6596

WA State Contract #00808 Quote #DB-CODM-2

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
February 2, 2015	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
		**See attached 4-page Quote #DB-CODM-2 from WA State Contract #00808		\$58,237.42

Authority:

SUBTOTAL	\$58,237.42
8.6% SALES TAX	
SHIPPING & HANDLING	750.00
OTHER	
TOTAL	\$58,987.42

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:

CHARGE TO DM CITY CODE: 500.100.040.594.48.64.00

Ordered by:

Date

Authorized by:

Date

NORTHWEST PUMP & EQUIPMENT CO.

2800 NW 31st Avenue, Portland, OR 97210, Phone: 503-227-7867

TELEPHONE:	FAX:	DATE OF QUOTATION: 02/21/14	QUOTE NUMBER DB-CODM-2
CUSTOMER / CONTACT: City of Des Moines 2256 S 223rd Street Des Moines, WA		PROJECT / LOCATION: City of Des Moines Washington State Contract #00808	
TERMS AND CONDITIONS OF SALE			

N.W. Pump is not responsible for delays in delivery due to strikes, accidents, priority restrictions or other conditions beyond our control or its failure or delay to order or deliver due to the purchaser's failure to pay N.W. Pump any monies owed on an open job account or job basis. The prices herein do not apply in the event of an underground obstruction, including but not limited to utilities and impenetrable soil, is discovered after this proposal is made. In such event, Buyer is liable for all increased costs. Buyer may cancel by giving written notice, however, Buyer is liable for all costs incurred by N.W. Pump to the date notice is received. Cancellations or returns are subject to a minimum fifteen (15%) percent restocking charge. Payment terms are net cash on delivery, unless N.W. Pump has approved credit terms or otherwise specified within. If litigation is necessary to enforce this agreement, the prevailing party will be entitled to reasonable attorney's fees, court costs, and interest. Products carry only the manufacturer's warranty, if any. NWP makes no representations as to product compliance with government regulations. There are no expressed or implied warranties as to goods or services provided by NWP, including the implied warranty of merchantability or fitness for a particular purpose. Statements by a NWP representative that differ from the foregoing shall have no effect. NWP will not be liable for direct, indirect, special or consequential damages, business interruption or loss of profits damages, sustained by Customer or any party claiming by, through or under Customer.

This offer to furnish equipment on the following terms and conditions expires 15 days from the above date.

N.W. Pump, Inc. reserves the right to adjust equipment prices to conform to prices in effect at the time of delivery

Equipment prices are subject to all applicable taxes. Return of non-stock and special order items are subject to restock charges or may not be returnable.

Acceptance of Proposal:

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to supply equipment and/or labor as specified. Payment will be made as outlined above. I understand acceptance of the quotation does not constitute an order until credit has been approved. I understand that Northwest Pump may file a Right to Lien against the equipment/labor.

SALES TOTALS

EQUIPMENT SUBTOTAL: \$ 58,237.42
 ESTIMATED INCOMING FREIGHT: \$ 750.00
 ESTIMATED SALES TAX: * Not Included
 *Actual sales tax may vary, the customer must pay the tax shown on the invoice.
 TOTAL: \$ 58,987.42
 All equipment quoted FOB-NWP. Freight to jobsite will be billed as it occurs.

1. Price excludes tank offloading, electrical, piping and installation.
2. All Prices are FOB Northwest Pump warehouse except where noted differently.
3. Terms: 25% down. Tanks and dispensers balance due on completion at factory. Net 30 upon approved credit
4. Terms: 50% down on all EVR/ISD systems. Non Returnable/Non Refundable
5. Prices are good for 15 days from date of quotation. Exception are steel tanks which are 7 days.

BY SIGNING AND ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES WITH ALL OF THE TERMS AND CONDITIONS LISTED WITHIN

QUOTED BY:	
SIGNATURE <i>David Boothe</i>	DATE 02/21/14
PRINT NAME David Boothe	DATE

ACCEPTED BY:	TITLE:
SIGNATURE 0	DATE
PRINT NAME City of Des Moines	

Desired Delivery Date _____

Northwest Pump and Equipment Co. is the West's largest distributor of tanks, piping, pumps, meters, tank monitoring systems, leak monitoring systems, car washes, truck washes and lubrication equipment. Our Service Departments and SolveOne program combine to offer field services nationwide. We are pleased to offer this quotation for the referenced project. Please contact me if you need additional information.

COMPANY:		City of Des Moines	DATE OF QUOTATION		QUOTE NUMBER
PROJECT:		City of Des Moines	02/21/14		DB-CODM-2
QTY	Item	DESCRIPTION	MRF	UNIT PRICE	EXTENDED
1	9852KTW1 DF	Gasboy Atlas 9800K Series Electronic Fleet Suction Pump Twin - One Product, Side Load (Single Motor), up to 22 gpm, Gasoline/Gasoline	GASBOY	\$ 6,751.68	\$ 6,751.68
1	9852KTW1 DF	Gasboy Atlas 9800K Series Electronic Fleet Suction Pump Twin - One Product, Side Load (Single Motor), up to 22 gpm, Diesel/Diesel	GASBOY	\$ 6,751.68	\$ 6,751.68
2		Pulse Output	GASBOY	\$ 299.52	\$ 599.04
2		Gasboy Shipping and Handling per Dispenser	GASBOY	\$ 125.00	\$ 250.00
2	LMM-2313-T-S	Fiberglass dispenser sump, 23"x13", Single Wall	APT	\$ 1,018.50	\$ 2,037.00
1	K-2	K-2 Tank Monitoring System, Incl:(2) Level Probes,(2) Float Kits Hybrid Fuel Island Terminal (HFIT) 4-Hose (includes 4-Hose Pump Control, 2X16 LCD display, heater, pedestal and choice of ChipKey or 20-4139-01 magnetic stripe card readers Factory-direct telephone training service for Phoenix SQL with OPW or Thlrd Party Tank Gauge and Phoenix SQL.	OMNTEC	\$ 4,576.00	\$ 4,576.00
2	K800-HFIT-4	Phoenix SQL Software Base Price (Includes connection for 2 sites with Petro Vend Fuel Controls and OPW Gauges)	PETROVEND	\$ 4,242.00	\$ 8,484.00
1	20-6150-08	Internal Dial-in Modem with phone line cable	PETROVEND	\$ 804.00	\$ 804.00
1	20-6182	The External FSC3000 Includes USB Transaction Storage, Standard Card Record Software, Downloadable Software, ARTWare Windows-Based Configuration Utility Software, Built-in 10base-T Ethernet Port, 8 Serial Communication Ports, Direct-Connect PC Cable, Petro-net Cable, Plug-in Memory Module with Transaction Memory Level 2 (500 Transactions) and Card Memory Level 2 (2000 cards), CD With System Documentation, Printed Installation Manual.	PETROVEND	\$ 3,513.00	\$ 3,513.00
1	20-4270-01	SSU System Start-up and Training, 1 Trip, up to 4 hrs Onsite	PETROVEND	\$ 560.00	\$ 560.00
1	20-8057	3/4" x 17" Hose	SME	\$ 5,000.00	\$ 5,000.00
2	532327124-01769	3/4" Nozzle	GOODYEAR	\$ 55.21	\$ 110.43
2	11AP-0400	3/4" Breakaway	OPW	\$ 54.48	\$ 108.92
2	3380	3/4" x 8" Whip Hose	HUSKY	\$ 62.43	\$ 124.86
2	532327124-20869	3/4" Swivel	GOODYEAR	\$ 15.60	\$ 31.20
2	0350	Particulate Filter	HUSKY	\$ 22.83	\$ 45.66
2	70010	Hose Retractor	CIM-TEK	\$ 5.32	\$ 10.64
2	6100-7000	1" x 17" Hose	OPW	\$ 300.97	\$ 601.94
2	532327132-01769	1" Nozzle	GOODYEAR	\$ 80.23	\$ 160.46
2	7H-0100	1" x 8" Whip Hose	OPW	\$ 107.45	\$ 214.90
2	532327132-20869	1" Swivel	GOODYEAR	\$ 21.16	\$ 42.32
2	0087	1" Breakaway	HUSKY	\$ 41.43	\$ 82.86
2	2278	Hydrosorb Filter	HUSKY	\$ 91.01	\$ 182.02
2	70084	Hose Retractor	CIM-TEK	\$ 6.62	\$ 13.24
2	6100-5000	Labor to perform the fuel system upgrades at the City of Des Moines facility located at 2255 S 223rd Street Des Moines, WA	OPW	\$ 350.34	\$ 700.68
1		Labor to perform the fuel system upgrades at the City of Des Moines facility located at 2255 S 223rd Street Des Moines, WA	ESE	\$ 12,198.89	\$ 12,198.89
		Includes: <ul style="list-style-type: none"> • Remove, haul, and dispose of 2 ea. suction pumps. • Set, pipe, and wire 2 ea. owner provided suction pumps, hanging hardware, and hose retractors. • Remove and replace 1 ea. owner provided card reader. • Remove and replace 1 ea. owner provided tank monitoring panel. • Remove and replace 2 ea. owner provided tank annular space probes. • Remove and replace 2 ea. owner provided tank level probes. 			

COMPANY:		City of Des Moines	DATE OF QUOTATION		QUOTE NUMBER
PROJECT:		City of Des Moines	02/21/14		DB-CODM-2
QTY	Item	DESCRIPTION	MRF	UNIT PRICE	EXTENDED
		Exclusions: <ul style="list-style-type: none"> • Permit procurement and permit fees, if required. • Concrete and/or asphalt removal and replacement. • Conduit removal and replacement. Proposal assumes existing conduit is clear, viable, and has adequate physical capacity for new fuel equipment requirements. • Underground piping removal and/or replacement. Proposal assumes existing piping system is tight and the required space to disconnect/reconnect piping exists under the suction pumps for work to be performed. • Providing and installation of sumps. Proposal assumes sumps are in-place under existing suction pumps. • Modifications to the underground fuel tanks. Proposal assumes existing bungs are in-place and adequate for the installation of the new tank annular space probes and the tank level monitor probes. • Modifications to the underground fuel tank slabs and/or manholes. Proposal based on adequate tank access existing for the installation of the new tank annular space probes and the tank level monitor probes. • Supply, startup, purge, and calibration of fuel equipment. 			
Sub Total				\$	58,237.42

Exclusions:

Fuel Surcharges- Many factories are now adding on fuel surcharges to cover the high cost of fuel. Currently Gilbarco and Gasboy have implemented fuel surcharges. NWP expects many other factories to follow. NWP will have to pass these charges on. Please be aware that your final bill will include any fuel surcharges that NWP has to pay.

Please note: Installation and use of all above-ground fuel storage systems carry inherent risks and are subject to regulations and standards established by Federal, State and Local agencies such as the EPA, Building and Fire authorities etc. By signing this document, customer accepts full responsibility for investigation and implementation of technologies required to meet any applicable regulations and requirements related to the parts and or system(s) in this proposal. Customer also accepts full responsibility for any decision to comply or to not comply with applicable rules and regulations. Furthermore, by signing this document, customer agrees to hold harmless and defend Northwest Pump & Equipment Co. and its affiliates from any liability, penalty or disciplinary action that may occur as a result of decisions by customer, their employees or contractor's to ignore, circumvent or otherwise fail to obey any and all applicable federal, state and local rules and regulations and standards of good, safe, practice. Customer Initials: _____

Merchandise Returns: New Unused Stocking Items must be returned within 30 days of the original purchase for full credit. Special ordered items will be charged a minimum 25% restock fee if returned new unused. Cores must be returned within 20 days of the original purchase for full credit.

PCI Compliance Disclaimer: It is solely the Customers responsibility to verify PCI Compliance and Network Processing Compliance with their Merchant Provider. NWP will not be liable for direct, special or consequential damages, business interruption or loss of profits, sustained by Customer or any party claiming by, through or under the Customer.

Above Specifications Exclude the Following (Unless Otherwise Noted): Plans, Permits, Inspection, All Testing, Labor to Assemble or Install, Miscellaneous Pipe Fittings and Accessories, Any Electrical Consideration, Offloading or Setting Any Equipment or Tank, Site Improvements, Guard Barriers, Any Other Items (s) Not Specifically Mentioned Above

Equipment Only: No installation. Subject to engineer's approval. This quotation does not include or imply any equipment or quantities other than listed herein. Contractor to determine actual quantities required. No retainage to apply.

Performance: Performance of equipment listed is based upon the accuracy of the information supplied to NW Pump and Equipment Co. by the customer or customer's engineer. Guarantee of performance may require approval by a licensed engineer at the customer's expense. NWP is not responsible for any warranty outside of standard manufacturer warranties.

COMPANY:		City of Des Moines	DATE OF QUOTATION		QUOTE NUMBER
PROJECT:		City of Des Moines	02/21/14		DB-CODM-2
QTY	Item	DESCRIPTION	MRF	UNIT PRICE	EXTENDED

Tank Submittal Drawings: Tanks require approved, signed drawings before production of the tank may begin. Any quoted lead time is based on production time required once approved submittal drawings have been received by Northwest Pump & Equipment.

Verifone Terms: Special terms apply to the Verifone Equipment. Prices reflect a 3% cash discount. Payments must be received within 10 days of invoice. 3% will be added to invoice and may be deducted if paid within 10 days. Credit card payment not applicable with these terms. Initials _____

Gilbarco / Gasboy Terms: Special terms apply to the Gilbarco/Gasboy Equipment. Prices reflect a 3% cash discount. Payments must be received within 10 days of invoice. Invoices are sent upon completion of the order at the factory. 3% will be added to invoice and may be deducted if paid within 10 days. Credit card payment not applicable with these terms.

****60 month lease option** for this project shown above. Actual monthly payment is calculated by Patriot Capital Corporation and is subject to their qualifications to acquire this lease payment structure. Lease is structured with a One Dollar Purchase Option, ownership of the equipment takes place at the end of the lease term. For more information, contact Geoff Smith at 415-550-8951

NORTHWEST PUMP & EQUIPMENT CO.

2800 NW 31st Avenue, Portland, OR 97210, Phone: 503-227-7867

TELEPHONE:	FAX:	DATE OF QUOTATION: 02/21/14	QUOTE NUMBER DB-CODM-2
CUSTOMER / CONTACT: City of Des Moines 2255 S 223rd Street Des Moines, WA		PROJECT / LOCATION: City of Des Moines Washington State Contract #00808	
TERMS AND CONDITIONS OF SALE			
<p>N.W. Pump is not responsible for delays in delivery due to strikes, accidents, priority restrictions or other conditions beyond our control or its failure or delay to order or deliver due to the purchaser's failure to pay N.W. Pump any monies owed on an open job account or job basis. The prices herein do not apply in the event of an underground obstruction, including but not limited to utilities and impenetrable soil, is discovered after this proposal is made. In such event, Buyer is liable for all increased costs. Buyer may cancel by giving written notice, however, Buyer is liable for all costs incurred by N.W. Pump to the date notice is received. Cancellations or returns are subject to a minimum fifteen (15%) percent restocking charge. Payment terms are net cash on delivery, unless N.W. Pump has approved credit terms or otherwise specified within. If litigation is necessary to enforce this agreement, the prevailing party will be entitled to reasonable attorney's fees, court costs, and interest. Products carry only the manufacturer's warranty, if any. NWP makes no representations as to product compliance with government regulations. There are no expressed or implied warranties as to goods or services provided by NWP, including the implied warranty of merchantability or fitness for a particular purpose. Statements by a NWP representative that differ from the foregoing shall have no effect. NWP will not be liable for direct, indirect, special or consequential damages, business interruption or loss of profits damages, sustained by Customer or any party claiming by, through or under Customer.</p> <p style="text-align: center;">Acceptance of Proposal:</p> <p>The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to supply equipment and/or labor as specified. Payment will be made as outlined above. I understand acceptance of the quotation does not constitute an order until credit has been approved. I understand that Northwest Pump may file a Right to Lien against the equipment/labor.</p>		<p>This offer to furnish equipment on the following terms and conditions expires 15 days from the above date.</p> <p>N.W. Pump, Inc. reserves the right to adjust equipment prices to conform to prices in effect at the time of delivery</p> <p><u>Equipment prices are subject to all applicable taxes. Return of non-stock and special order items are subject to restock charges or may not be returnable.</u></p>	
		SALES TOTALS	
		<p>EQUIPMENT SUBTOTAL: \$ 57,814.21 ESTIMATED INCOMING FREIGHT: \$ 750.00 ESTIMATED SALES TAX: * Not included *Actual sales tax may vary, the customer must pay the tax shown on the invoice. TOTAL: \$ 58,564.21</p> <p>All equipment quoted FOB-NWP. Freight to jobsite will be billed as it occurs.</p>	

1. Price excludes tank offloading, electrical, piping and installation.
2. All Prices are FOB Northwest Pump warehouse except where noted differently.
3. Terms: 25% down. Tanks and dispensers balance due on completion at factory. Net 30 upon approved credit
4. Terms: 50% down on all EVR/ISD systems. Non Returnable/Non Refundable
5. Prices are good for 15 days from date of quotation. Exception are steel tanks which are 7 days.

BY SIGNING AND ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES WITH ALL OF THE TERMS AND CONDITIONS LISTED WITHIN

QUOTED BY:	
SIGNATURE <i>David Boothe</i>	02/21/14
PRINT NAME David Boothe	DATE

ACCEPTED BY:	TITLE:
SIGNATURE 0	DATE
PRINT NAME City of Des Moines	

Desired Delivery Date _____

Northwest Pump and Equipment Co. is the West's largest distributor of tanks, piping, pumps, meters, tank monitoring systems, leak monitoring systems, car washes, truck washes and lubrication equipment. Our Service Departments and SolveOne program combine to offer field services nationwide. We are pleased to offer this quotation for the referenced project. Please contact me if you need additional information.

COMPANY:		City of Des Moines	DATE OF QUOTATION		QUOTE NUMBER
PROJECT:		City of Des Moines	02/21/14		DB-CODM-2
QTY	Item	DESCRIPTION	MRF	UNIT PRICE	EXTENDED
1	9852KTW1 DF	Gasboy Atlas 9800K Series Electronic Fleet Suction Pump Twin - One Product, Side Load (Single Motor), up to 22 gpm, Gasoline/Gasoline	GASBOY	\$ 6,751.68	\$ 6,751.68
1	9852KTW1 DF	Gasboy Atlas 9800K Series Electronic Fleet Suction Pump Twin - One Product, Side Load (Single Motor), up to 22 gpm, Diesel/Diesel	GASBOY	\$ 6,751.68	\$ 6,751.68
2		Pulse Output	GASBOY	\$ 299.52	\$ 599.04
2		Gasboy Shipping and Handling per Dispenser	GASBOY	\$ 156.25	\$ 312.50
2	LMM-2313-T-S	Fiberglass dispenser sump, 23"x13", Single Wall	APT	\$ 1,018.50	\$ 2,037.00
1	K-2	K-2 Tank Monitoring System, incl:(2) Level Probes,(2) Float Kits	OMNTEC	\$ 4,576.00	\$ 4,576.00
1	K800-HFIT-4	Hybrid Fuel Island Terminal (HFIT) 4-Hose (Includes 4-Hose Pump Control, 2X16 LCD display, heater, pedestal and choice of ChipKey or 20-4139-01 magnetic stripe card readers	PETROVEND	\$ 4,242.00	\$ 4,242.00
1	20-6150-06	Factory-direct telephone training service for Phoenix SQL with OPW or Third Party Tank Gauge and Phoenix SQL.	PETROVEND	\$ 804.00	\$ 804.00
1	20-6162	Phoenix SQL Software Base Price (Includes connection for 2 sites with Petro Vend Fuel Controls and OPW Gauges)	PETROVEND	\$ 3,513.00	\$ 3,513.00
1	20-4270-01	Internal Dial-In Modem with phone line cable	PETROVEND	\$ 560.00	\$ 560.00
1	20-8057	The External FSC3000 Includes USB Transaction Storage, Standard Card Record Software, Downloadable Software, ARTWare Windows-Based Configuration Utility Software, Built-In 10base-T Ethernet Port, 8 Serial Communication Ports, Direct-Connect PC Cable, Petro-net Cable, Plug-in Memory Module with Transaction Memory Level 2 (500 Transactions) and Card Memory Level 2 (2000 cards), CD With System Documentation, Printed Installation Manual.	PETROVEND	\$ 4,282.00	\$ 4,282.00
1	START-UP	SSU System Start-up and Training, 1 Trip, up to 4 hrs Onsite	SME	\$ 6,489.75	\$ 6,489.75
2	532327124-01769	3/4" x 17' Hose	GOODYEAR	\$ 55.21	\$ 110.43
2	11AP-0400	3/4" Nozzle	OPW	\$ 54.46	\$ 108.92
2	3360	3/4" Breakaway	HUSKY	\$ 62.43	\$ 124.86
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2	7H-0100	1" Nozzle	OPW	\$ 107.45	\$ 214.90
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2	0087	1" Swivel	HUSKY	\$ 41.43	\$ 82.86
2	2276	1" Breakaway	HUSKY	\$ 91.01	\$ 182.02
2	70064	Hydrosorb Filter	CIM-TEK	\$ 6.62	\$ 13.24
2	6100-5000	Hose Retractor	OPW	\$ 350.34	\$ 700.68
1		Labor to perform the fuel system upgrades at the City of Des Moines facility located at 2255 S 223rd Street Des Moines, WA	ESE	\$ 14,465.43	\$ 14,465.43
		Includes:			
		• Remove, haul, and dispose of 2 ea. suction pumps.			
		• Set, pipe, and wire 2 ea. owner provided suction pumps, hanging hardware, and hose retractors.			
		• Remove and replace 1 ea. owner provided card reader.			
		• Remove and replace 1 ea. owner provided tank monitoring panel.			
		• Remove and replace 2 ea. owner provided tank annular space probes.			
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COMPANY:		City of Des Moines	DATE OF QUOTATION		QUOTE NUMBER
PROJECT:		City of Des Moines	02/21/14		DB-CODM-2
QTY	Item	DESCRIPTION	MRF	UNIT PRICE	EXTENDED
		Exclusions: <ul style="list-style-type: none"> • Permit procurement and permit fees, if required. • Concrete and/or asphalt removal and replacement. • Conduit removal and replacement. Proposal assumes existing conduit is clear, viable, and has adequate physical capacity for new fuel equipment requirements. • Underground piping removal and/or replacement. Proposal assumes existing piping system is tight and the required space to disconnect/reconnect piping exists under the suction pumps for work to be performed. • Providing and Installation of sumps. Proposal assumes sumps are in-place under existing suction pumps. • Modifications to the underground fuel tanks. Proposal assumes existing bungs are in-place and adequate for the installation of the new tank annular space probes and the tank level monitor probes. • Modifications to the underground fuel tank slabs and/or manholes. Proposal based on adequate tank access existing for the installation of the new tank annular space probes and the tank level monitor probes. • Supply, startup, purge, and calibration of fuel equipment. 			
Sub Total			\$		57,814.21

Exclusions:

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Please note: Installation and use of all above-ground fuel storage systems carry inherent risks and are subject to regulations and standards established by Federal, State and Local agencies such as the EPA, Building and Fire authorities etc. By signing this document, customer accepts full responsibility for investigation and implementation of technologies required to meet any applicable regulations and requirements related to the parts and or system(s) in this proposal. Customer also accepts full responsibility for any decision to comply or to not comply with applicable rules and regulations. Furthermore, by signing this document, customer agrees to hold harmless and defend Northwest Pump & Equipment Co. and its affiliates from any liability, penalty or disciplinary action that may occur as a result of decisions by customer, their employees or contractor's to ignore, circumvent or otherwise fail to obey any and all applicable federal, state and local rules and regulations and standards of good, safe, practice. Customer Initials:

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Above Specifications Exclude the Following (Unless Otherwise Noted): Plans, Permits, Inspection, All Testing, Labor to Assemble or Install, Miscellaneous Pipe Fittings and Accessories, Any Electrical Consideration, Offloading or Setting Any Equipment or Tank, Site Improvements, Guard Barriers, Any Other Items (s) Not Specifically Mentioned Above

Equipment Only: No installation. Subject to engineer's approval. This quotation does not include or imply any equipment or quantities other than listed herein. Contractor to determine actual quantities required. No retainage to apply.

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QTY	Item	DESCRIPTION	MRF	UNIT PRICE	EXTENDED

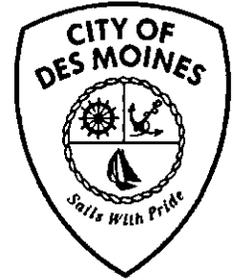
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Verifone Terms: Special terms apply to the Verifone Equipment. Prices reflect a 3% cash discount. Payments must be received within 10 days of invoice. 3% will be added to invoice and may be deducted if paid within 10 days. Credit card payment not applicable with these terms. Initials _____

Gilbarco / Gasboy Terms: Special terms apply to the Gilbarco/Gasboy Equipment. Prices reflect a 3% cash discount. Payments must be received within 10 days of invoice. Invoices are sent upon completion of the order at the factory. 3% will be added to invoice and may be deducted if paid within 10 days. Credit card payment not applicable with these terms.

****60 month lease option** for this project shown above. Actual monthly payment is calculated by Patriot Capital Corporation and is subject to their qualifications to acquire this lease payment structure. Lease is structured with a One Dollar Purchase Option, ownership of the equipment takes place at the end of the lease term. For more information, contact Geoff Smith at 415-550-8951

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Planning, Building and Public Works

DATE: 6/1/2015
TO: Dan Brewer, Planning, Building & Public Works Director
FROM: John Blackburn, Public Works & Parks Maintenance Superintendent
SUBJECT: Fuel System Replacement

Attached is the Purchase Order for the new Fuel System that was approved in the 2015 Budget as part of the Equipment Rental Fund.

This new system will replace the tracking system, gate access key pad and add a new tank monitoring system. Please see the attached two quotes from Ace Tank & Fueling Equipment for the total amount of \$42,919.96 including sales tax. The quote has been broken down into two separate bids:

- ❖ Fuel Management System \$23,415.59 (includes gate access equipment)
- ❖ Tank Monitoring Equipment \$15,780.72

The funds will be coded to Equipment Rental fund - 500.100.040.548.60.64.00. As you are aware, the new asphalt pad for the gate has already been laid.

I did contact two other vendors, NW Pump & Equipment with a final bid was \$76,165.77 which did not include the gate access key pad. And, Mascott Equipment, who came out and took our information, but declined to submit a bid.

I recommend that we go with the bid from Ace Tank & Equipment.

CITY OF DES MOINES

Finance Division
 21630 11TH Avenue South
 Des Moines WA 98198-6317
 Phone 206.870.6511 Fax 206.870.6540



PURCHASE ORDER

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 5/12/2015 #014

TO: ACE TANK & FUELING EQUIPMENT, LLC
 Attn: Jon Anderson
 18340 Andover Park West
 Tukwila WA 98188

SHIP TO:
 John Blackburn, Service Center
 City of Des Moines WA
 2255 South 223rd Street
 Des Moines WA 98198
 206.870.6559 FAX 206.870.6596

Quote JA20150326B & JA20150326C

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
June 1, 2015	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
		**See attached 4-page Quote #JA20150326B New Fuel Management System		\$23,415.59
		**See attached 4-page Quote #JA20150326C New Tank Monitoring Equipment		\$15,780.72

Authority:	SUBTOTAL	\$39,196.31
	9.5% SALES TAX	3,723.65
	SHIPPING & HANDLING	
	OTHER	
	TOTAL	\$42,919.96

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:

CHARGE TO DM CITY CODE: 500.100.040.594.48.64.00

Ordered by:

Date

Authorized by:

Date

Ace Tank & Fueling Equipment, LLC
 18340 Andover Park West
 Tukwila, WA 98188
 Toll-Free: (800) 426-2880
 Tel: (206) 281-6000
 Fax: (888) 475-1418



Phone: 206-870-6559	FAX: 206-870-6537	E-MAIL: jblackburn@desmoineswa.g	QUOTE NUMBER: JA20150326B	QUOTE DATE: 3/26/2015
CUSTOMER INFORMATION: John Blackburn City of Des Moines 2255 South 223rd Street Des Moines, Wa 98198			PROJECT: New Fuel Management System Des Moines Wa	

Project Comments / Exceptions:

- 1) Sales Tax has been removed from this quote
- 2) The freight is an estimate and the actual will be charged
- 3) Prevailing Wage is used on this quote
- 4)
- 5)
- 6)

EQUIPMENT SUBTOTAL:	\$ 16,705.75
SERVICE LABOR (See Scope)	\$ 6,459.25
FREIGHT ESTIMATE:	\$ 250.59
SALES TAX (if applicable):	n/a
PROJECT TOTAL:	\$ 23,415.59
DEPOSIT NEEDED (if applicable):	\$ 8,195.46

- TERMS AND CONDITIONS:**
1. Price excludes tank offloading, electrical, equipment or piping installation unless otherwise specifically noted herein.
 2. Orders will be invoiced upon shipment or at thirty (30) days after the date of completion of product, whichever comes first. Ace Tank will hold and/or store material that have been invoiced for a short term, for a standard storage fee.
 3. All pricing is FOB: Ace Tank & Fueling Equipment, LLC Warehouse unless otherwise noted below. Freight quoted is estimate only. Actual freight to be charged.
 4. Payment terms are 35% down on orders over \$10,000.00, balance is net 30. Based on approved credit.
 5. Submittals will be provided upon receipt of order or letter of intent. Allow one (1) week for delivery.
 6. Unless otherwise specified in this quote, this quote will be valid for thirty (30) days from the date of this quote for the accessory equipment.
- **NOTE:** Due to metal market volatility, pricing for steel tanks can only be honored for Thirty (30) days from date of quotation. After the specified time, prices may be adjusted as necessary in accordance with manufacturer's price increases.
7. A restock fee of 25% will be charged on any non-stock items returned. Special custom or project specific equipment may not be returnable and will be charged at the quoted price, although, Ace Tank may assist, if possible, in the resale of such items.
 8. An NSF charge of \$25.00 will be applied for each returned check.
 9. Ace Tank & Fueling Equipment, LLC Standard Terms and Conditions to apply. See last page of quotation for details.
 10. An order is not considered finalized until submittal information, such as tank drawings, equipment brochures, wiring diagrams, etc. have been acknowledged and approved in writing, all appropriate credit information has been received and approved and deposits, if applicable, have been received and verified.
 11. As of July 1st, 2008, Washington State sales tax will vary based on delivery ship to address. Tax shown is estimated, based on 9.5% (Rate in effect at our Seattle office). Actual to be charged.

Quoted By:

SIGNED _____
 Jon Anderson March 26, 2015
 PRINTED NAME DATE QUOTED
 April 25, 2015
 DATE QUOTE EXPIRES
 (800) 426-2880 x 1053 janderson@acetank.com
 DIRECT PHONE E-MAIL

Accepted By:

SIGNATURE _____ DATE _____
 John Blackburn
 PRINTED NAME
 City of Des Moines
 COMPANY



Ace Tank & Fueling Equipment, LLC



Project	Spec Section	Location	Quote Date	Quote Number
New Fuel Management System		Des Moines Wa	March 26, 2015	JA20150326B

Quantity	Manufacture	Model #	Size	Description	Price Each	Extended
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PETROVEND CARDLOCK SYSTEMS						
1	OPW Fuel Me	20-8057		FSC3000 Fuel Site Controller, USB Transaction Storage, Standard Card Record Software, Downloadable Software, ARTWare Windows Based Configuration Utility Software, Built-in 10base-T Ethernet Port, 8 Serial Communication Ports, Direct-Connect PC Cable, Petro-net Cable, Plug-in Memory Module with Transaction Memory Level 2 (500 Transactions) and Card Memory Level 2 (2000 cards), CD with System Documentation, Printed Installation Manual		
1	OPW Fuel Me	K800-HFIT-2	Gate Reader	Hybrid Fuel Island Terminal, 2-Hose (Includes 2-Hose Pump Control, 2 x 16 LCD Display, Heater, Pedestal, and choice of ChipKey or Mag Stripe Reader and System2 Compatible Software)		
1	OPW Fuel Me	K800-HFIT-4	Island Card Reader	Hybrid Fuel Island Terminal, 4-Hose (Includes 4-Hose Pump Control, 2 x 16 LCD Display, Heater, Pedestal, and choice of ChipKey or Mag Stripe Reader and System2 Compatible Software)		
2	OPW Fuel Me	20-4124		K800 H-FIT Pocket Weather shield Option		
Optional	OPW Fuel Me	20-4120		Blank ChipKey (Not Encoded)	\$	5.70 Optional
Optional	OPW Fuel Me	54-1002-MAG		Blank Mag-Stripe Card, Blue (Not Encoded)	\$	1.90 Optional
Optional	OPW Fuel Me	54-1020-C		Standard Encoding for ChipKeys, DuraKeys, Optical Cards and Mag-	\$	1.90 Optional
1	OPW Fuel Me	20-6162		Phoenix SQL Software Base Price (includes connection for 2 sites with Petro Vend Fuel Controls and OPW Gauges)		
1	OPW Fuel Me	20-6162-3RD		SQL version with connection to 3rd party gauges		
1	OPW Fuel Me	20-6160-06		Factory-direct telephone training service for Phoenix SQL with OPW or Third Party Tank Gauge and Phoenix SQL		
PETROVEND CARDLOCK SYSTEMS SUBTOTAL						



Ace Tank & Fueling Equipment, LLC



Project	Spec/Section	Location	Order Date	Quote Number
New Fuel Management System		Des Moines Wa	March 26, 2015	JA20150326B

Quantity	Manufacturer	Model #	Size	Description	Price Each	Extended
SUBCONTRACTED SERVICE						
1	Ace Tank	Installation		Perform installation of equipment per Manufacturer Specification and Defined Scope. Inclusions: <ul style="list-style-type: none"> • Disconnect and remove existing card reader and pedestal • Install new fuel card reader and pedestal, connect existing supply and communications wiring • Install new gate card reader, connect to existing wiring • Prevailing wages & fee • Electrical permit fee Assumptions & Conditions: <ul style="list-style-type: none"> • all mechanical and piping as required for pumps and tank device risers is by others • assumes new equipment is of the same architecture of existing • assumes all existing underground conduits, junction boxes, and other fittings are clear, viable, of adequate size and are serviceable for required wiring – work associated with unserviceable systems will be addressed via change order. Exclusions: <ul style="list-style-type: none"> • Sales tax, utility fees, bond • Sawcut, trench, backfill, concrete • Supply or technical startup of fuel equipment • Telephone, data, sound, or alarm wiring 		
SUBCONTRACTED SERVICE SUBTOTAL						

Quantity	Manufacturer	Model #	Size	Description	Price Each	Extended
ACE TANK SERVICE						
1	Ace Tank	Start-Up	1	To perform installation inspections, any programming, and system testing. <ul style="list-style-type: none"> • Assumes SQL Software is installed and operational prior to Startup. • Assumes Gate Controls Mfg is on site during start-up. • Assumes IT Department has someone dedicated to assist with IP Setup. • Assumes single trip visit. • Assumes all components are installed per MFG specifications. • Assumes fuel availability, if applicable for testing. • Assumes bank network available, if applicable for testing. Exclusions: <ul style="list-style-type: none"> • Electrical by Others 		
ACE TANK SERVICE SUBTOTAL						



Ace Tank & Fueling Equipment, LLC



Project	Spec Section	Location	Quote Date	Quote Number
New Fuel Management System		Des Moines Wa	March 26, 2015	JA20150326B

Quantity	Manufacturer	Model #	Size	Description	Price Each	Extended
<p>1. TERMS AND CONDITIONS OF SALE. Seller offers to sell goods to the Buyer based on the terms and conditions set forth herein, together with any special attachments hereby incorporated by reference and constituting the entire agreement between parties. Said terms and conditions may not be varied, and no modification or addition to them shall be of any force or effect, unless made by or specifically by the Seller in writing. Unless otherwise stated, prices offered are firm for a period of 30 days from date of the quotation, and will be invoiced at the prices stated in the quotation, and are subsequently subject to increase in prices of any of these goods by seller's suppliers. Buyers acceptance for all quotations or the sale of products on Buyer's purchase order form, acknowledgement, or other form, that includes printed terms and conditions used to order goods from Seller shall be for convenience only and shall be evidence of Buyer's unconditional agreement to the Seller's terms and conditions, and shall not be binding upon the Seller unless specifically agreed to in writing by Seller. If any conflict exists between the Seller's terms and conditions and Buyer's form, the Seller's terms and conditions stated herein shall apply. If Buyer's credit has not been established, three commercial references and one bank reference shall accompany the first order.</p>						
<p>2. DELIVERY. Time for delivery shall not be the essence of the agreement. Seller shall make best efforts to meet proposed shipment for delivery dates. Seller shall notify customer of a delay, in accordance with the UCC. Seller shall not be liable to Buyer or any third party for any loss, damage, or expense from any delay or failure or performance due to any cause beyond the control of Seller, including, but not limited to, fire, strike, accident, war conditions, government regulation or restriction, shortages in transportation, power, labor or material, freight embargo, riot, or civil commotion, default of the supplier, or prohibitions or events which render performance difficult or impossible.</p>						
<p>3. PAYMENT. Buyer agrees to make payment within Seller's terms of payment as stated on the face hereof, or Buyer will be subject to and responsible for charges of 1-1/2% or 18% per annum on Past Due accounts. In the event legal action or any proceedings become necessary to enforce the terms set forth herein, or to collect the amounts set forth, the Buyer shall reimburse the Seller for all such costs and expenses, including but not limited to reasonable attorney's fees.</p>						
<p>4. TITLE AND DELIVERY. Unless stated to the contrary on the face hereof, all goods furnished hereunder will be shipped F.O.B. point of shipment, and title and risk in the goods shall pass to the Buyer upon Seller's delivery of the carrier at the point of shipment. Any freight allowance which Seller may grant based upon dollar value of a shipment, or upon the type of goods involved, shall be construed solely as a price term and not as a delivery term.</p>						
<p>5. ERRORS. Typographical and/or mathematical errors made by Seller in quotation, acknowledgements or invoices are subject to correction. Buyer shall notify Seller in writing of any claim of error in quantity shipped within 10 days after receipt of the goods.</p>						
<p>6. RETURNS. No goods may be returned without the Seller's permission, and if authorized for return, transportation charges must be prepaid by Buyer unless otherwise noted by Seller in the authorization to return goods. All goods authorized for return are subject to Seller's inspection and acceptance, and a minimum handling charge equal to 15% of the purchase price of the goods, or \$20.00, whichever is greater, will be assessed, unless otherwise noted in Seller's authorization to return said goods.</p>						
<p>7. CHANGES OR CANCELLATIONS. Cancellation, suspension, or variation of the order shall be valid only with the consent and upon terms agreed to by the Seller in writing. In the event of such agreement Buyer shall pay to Seller any cancellation, or other charges or expenses, including loss of profit, as compensation for all loss incurred as a result of cancellation.</p>						
<p>8. WARRANTY AND DISCLAIMER. The goods described herein are warranted to be free from defects of workmanship and material unless sold on an AS-IS basis. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE OF THE MANUFACTURER OR THE DESCRIPTION ON THE FACE HEREOF, AND THE SELLER SPECIFICALLY EXCLUDES ANY OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. THE WARRANTY CONTAINED IN THIS PARAGRAPH AS LIMITED IN IT, IS THE ONLY WARRANTY EXTENDED BY THE SELLER IN CONNECTION WITH ANY SALE BY IT AND IS EXTENDED TO THE IMMEDIATE BUYER ONLY AND NOT TO ANY SUCCESSIVE BUYERS, USERS, THIRD PARTIES, OR EMPLOYEE.</p>						
<p>9. SUBMITTALS AND OPERATIONS MANUALS. Upon receipt of executed purchase order, Seller will prepare a standard Submittal and O&M package and will provide, at no charge, up to (1) Electronic PDF and up to (10) printed hard copy sets, single sided, 3-hole punched, standard format packets bound with binder clips. Any abnormal or job specific submittal requirements, including format, layout, testing requirements, binders, laminated paper, etc., can be provided and will be charged time and materials. Hourly rate is \$75.00 / hour. Cancellation of order after submittals and/or O&M manuals have been assembled will result in a minimum charge of (3) hours, \$225.00, for administrative costs.</p>						

Ace Tank & Fueling Equipment, LLC
 18340 Andover Park West
 Tukwila, WA 98188
 Toll-Free: (800) 426-2880
 Tel: (206) 281-5000
 Fax: (888) 475-1418



Phone: 206-870-6559	FAX: 206-870-6537	E-MAIL: jblackburn@desmoineswa.g	QUOTE NUMBER: JA20150326C	QUOTE DATE: 3/26/2015
CUSTOMER INFORMATION: John Blackburn City of Des Moines 2255 South 223rd Street Des Moines, Wa 98198			PROJECT: New Tank Monitoring Equipment Des Moines Wa	

QUOTATION SUMMARY

Project Comments / Exceptions: 1) Sales Tax has been removed from this quote 2) The freight is an estimate and the actual will be charged 3) 4) 5) 6)	EQUIPMENT SUBTOTAL: \$ 9,818.69 SERVICE LABOR (See Scope) \$ 5,814.75 FREIGHT ESTIMATE: \$ 147.28 SALES TAX (if applicable): n/a PROJECT TOTAL: \$ 15,780.72 DEPOSIT NEEDED (if applicable): \$ 5,523.25
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TERMS AND CONDITIONS

- Price excludes tank offloading, electrical, equipment or piping installation unless otherwise specifically noted herein.
- Orders will be invoiced upon shipment or at thirty (30) days after the date of completion of product, whichever comes first. Ace Tank will hold and/or store material that have been invoiced for a short term, for a standard storage fee.
- All pricing is FOB: Ace Tank & Fueling Equipment, LLC Warehouse unless otherwise noted below. Freight quoted is estimate only. Actual freight to be charged.
- Payment terms are 35% down on orders over \$10,000.00, balance is net 30. Based on approved credit.
- Submittals will be provided upon receipt of order or letter of intent. Allow one (1) week for delivery.
- Unless otherwise specified in this quote, this quote will be valid for thirty (30) days from the date of this quote for the accessory equipment.

***NOTE: Due to metal market volatility, pricing for steel tanks can only be honored for Thirty (30) days from date of quotation. After the specified time, prices may be adjusted as necessary in accordance with manufacturer's price increases.

- A restock fee of 25% will be charged on any non-stock items returned. Special custom or project specific equipment may not be returnable and will be charged at the quoted price, although, Ace Tank may assist, if possible, in the resale of such items.
- An NSF charge of \$25.00 will be applied for each returned check.
- Ace Tank & Fueling Equipment, LLC Standard Terms and Conditions to apply. See last page of quotation for details.
- An order is not considered finalized until submittal information, such as tank drawings, equipment brochures, wiring diagrams, etc. have been acknowledged and approved in writing, all appropriate credit information has been received and approved and deposits, if applicable, have been received and verified.
- As of July 1st, 2008, Washington State sales tax will vary based on delivery ship to address. Tax shown is estimated, based on 9.5% (Rate in effect at our Seattle office). Actual to be charged.

Quoted By:

Accepted By:

SIGNED _____
 Jon Anderson March 26, 2015
 PRINTED NAME DATE QUOTED
 April 25, 2015
 DATE QUOTE EXPIRES
 (800) 426-2880 x 1053 janderson@acetank.com
 DIRECT PHONE E-MAIL

SIGNATURE _____ DATE _____
 John Blackburn
 PRINTED NAME
 City of Des Moines
 COMPANY



Ace Tank & Fueling Equipment, LLC



Project	Sub Section	Location	Quote Date	Quote Number
New Tank Monitoring Equipment		Des Moines Wa	March 26, 2015	JA20150326C

Quantity	Manufacture	Model #	Size	Description	Price Each	Extended
SUB CONTRACTED SERVICE						
1	Ace Tank	Installation		Perform installation of equipment per Manufacturer Specification and Defined Scope. Inclusions: <ul style="list-style-type: none"> • Disconnect and remove existing tank monitor console • Install new TLS console, connect to existing supply circuit • Install tank probes, provide cables in existing conduit system from console • Install tank annular sensors, provide cables in existing conduit system from console • Prevailing wages & fee • Electrical permit fee Assumptions & Conditions: <ul style="list-style-type: none"> • all mechanical and piping as required for pumps and tank device risers is by others • assumes new equipment is of the same architecture of existing • assumes all existing underground conduits, junction boxes, and other fittings are clear, viable, of adequate size and are serviceable for required wiring - work associated with unserviceable systems will be addressed via change order. Exclusions: <ul style="list-style-type: none"> • Sales tax, utility fees, bond • Sawcut, trench, backfill, concrete • Supply or technical startup of fuel equipment • Telephone, data, sound, or alarm wiring 		
SUB CONTRACTED SERVICE SUBTOTAL						5,188.74

ACE TANK SERVICE						
1	Ace Tank	Start-Up & Training		to perform installation inspections, any programming, and system testing. <ul style="list-style-type: none"> • Assumes single trip visit. • Assumes all components are installed per MFG specifications. • Assumes fuel availability, if applicable for testing. • Assumes bank network available, if applicable for testing. • You will have 2 hours of start-up and 2 hours of training on site Exclusions: <ul style="list-style-type: none"> • Electrical by Others 		
ACE TANK SERVICE SUBTOTAL						466.00



Ace Tank & Fueling Equipment, LLC



Project	Spec Section	Location	Quote Date	Quote Number
New Tank Monitoring Equipment		Des Moines Wa	March 26, 2015	JA20150326C

Quantity	Manufacture	Model #	Size	Description	Price Each	Extended
	<p>1. TERMS AND CONDITIONS OF SALE. Seller offers to sell goods to the Buyer based on the terms and conditions set forth herein, together with any special attachments hereby incorporated by reference and constituting the entire agreement between parties. Said terms and conditions may not be varied, and no modification or addition to them shall be of any force or effect, unless made by or specifically by the Seller in writing. Unless otherwise stated, prices offered are firm for a period of 30 days from date of the quotation, and will be invoiced at the prices stated in the quotation, and are subsequently subject to increase in prices of any of these goods by seller's suppliers. Buyers acceptance for all quotations or the sale of products on Buyer's purchase order form, acknowledgement, or other form, that includes printed terms and conditions used to order goods from Seller shall be for convenience only and shall be evidence of Buyer's unconditional agreement to the Seller's terms and conditions, and shall not be binding upon the Seller unless specifically agreed to in writing by Seller. If any conflict exists between the Seller's terms and conditions and Buyer's form, the Seller's terms and conditions stated herein shall apply. If Buyer's credit has not been established, three commercial references and one bank reference shall accompany the first order.</p>					
	<p>2. DELIVERY. Time for delivery shall not be the essence of the agreement. Seller shall make best efforts to meet proposed shipment for delivery dates. Seller shall notify customer of a delay, in accordance with the UCC. Seller shall not be liable to Buyer or any third party for any loss, damage, or expense from any delay or failure or performance due to any cause beyond the control of Seller, including, but not limited to, fire, strike, accident, war conditions, government regulation or restriction, shortages in transportation, power, labor or material, freight embargo, riot, or civil commotion, default of the supplier, or prohibitions or events which render performance difficult or impossible.</p>					
	<p>3. PAYMENT. Buyer agrees to make payment within Seller's terms of payment as stated on the face hereof, or Buyer will be subject to and responsible for charges of 1-1/2% or 18% per annum on Past Due accounts. In the event legal action or any proceedings become necessary to enforce the terms set forth herein, or to collect the amounts set forth, the Buyer shall reimburse the Seller for all such costs and expenses, including but not limited to reasonable attorney's fees.</p>					
	<p>4. TITLE AND DELIVERY. Unless stated to the contrary on the face hereof, all goods furnished hereunder will be shipped F.O.B. point of shipment, and title and risk in the goods shall pass to the Buyer upon Seller's delivery of the carrier at the point of shipment. Any freight allowance which Seller may grant based upon dollar value of a shipment, or upon the type of goods involved, shall be construed solely as a price term and not as a delivery term.</p>					
	<p>5. ERRORS. Typographical and/or mathematical errors made by Seller in quotation, acknowledgements or invoices are subject to correction. Buyer shall notify Seller in writing of any claim of error in quantity shipped within 10 days after receipt of the goods.</p>					
	<p>6. RETURNS. No goods may be returned without the Seller's permission, and if authorized for return, transportation charges must be prepaid by Buyer unless otherwise noted by Seller in the authorization to return goods. All goods authorized for return are subject to Seller's inspection and acceptance, and a minimum handling charge equal to 15% of the purchase price of the goods, or \$20.00, whichever is greater, will be assessed, unless otherwise noted in Seller's authorization to return said goods.</p>					
	<p>7. CHANGES OR CANCELLATIONS. Cancellation, suspension, or variation of the order shall be valid only with the consent and upon terms agreed to by the Seller in writing. In the event of such agreement Buyer shall pay to Seller any cancellation, or other charges or expenses, including loss of profit, as compensation for all loss incurred as a result of cancellation.</p>					
	<p>8. WARRANTY AND DISCLAIMER. The goods described herein are warranted to be free from defects of workmanship and material unless sold on an AS-IS basis. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE OF THE MANUFACTURER OR THE DESCRIPTION ON THE FACE HEREOF, AND THE SELLER SPECIFICALLY EXCLUDES ANY OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. THE WARRANTY CONTAINED IN THIS PARAGRAPH AS LIMITED IN IT, IS THE ONLY WARRANTY EXTENDED BY THE SELLER IN CONNECTION WITH ANY SALE BY IT AND IS EXTENDED TO THE IMMEDIATE BUYER ONLY AND NOT TO ANY SUCCESSIVE BUYERS, USERS, THIRD PARTIES, OR EMPLOYEE.</p>					
	<p>9. SUBMITTALS AND OPERATIONS MANUALS. Upon receipt of executed purchase order, Seller will prepare a standard Submittal and O&M package and will provide, at no charge, up to (1) Electronic PDF and up to (10) printed hard copy sets, single sided, 3-hole punched, standard format packets bound with binder clips. Any abnormal or job specific submittal requirements, including format, layout, testing requirements, binders, laminated paper, etc., can be provided and will be charged time and materials. Hourly rate is \$75.00 / hour. Cancellation of order after submittals and/or O&M manuals have been assembled will result in a minimum charge of (3) hours, \$225.00, for administrative costs.</p>					

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CITY OF DES MOINES
2015 BUDGET REQUEST
PLANNING, BUILDING, AND PUBLIC WORKS
EQUIPMENT RENTAL-OPERATIONS

	2013 ACTUAL	2014 ADOPTED	2014 AMEND	2014 ACTUAL Jan-June	2014 EST YR TOTAL	2015 DEPT REQ	2015 NEW REQ	2015 EXEC AMEND	2015 ADOPTED
EQUIPMENT RENTAL OPS									
548.60.10.00 SALARIES & WAGES	111,129	102,168	102,168	50,686	104,743	104,827		104,827	104,827
548.60.11.00 OVERTIME	132	525	525	132	275	525		525	525
SUB TOTAL	111,261	102,693	102,693	50,818	105,018	105,352	-	105,352	105,352
548.60.20.00 PERSONNEL BENEFITS	51,882	51,099	51,099	27,085	55,975	44,050		44,050	44,050
548.60.20.90 EMPLOYEE MED. CONTRIBUTION	(858)	(1,243)	(1,243)	(402)	(805)	(460)		(460)	(460)
548.60.21.00 UNIFORMS	517	-	-	-	600	-		-	-
SUB TOTAL	51,541	49,856	49,856	26,683	55,770	43,590	-	43,590	43,590
548.60.31.00 OPERATING SUPPLIES	52,613	55,000	55,000	24,760	54,400	55,000		55,000	55,000
548.60.32.01 UNLEADED FUEL (ISF)	2,864	3,554	3,554	1,615	2,763	2,858		2,858	2,858
548.60.32.02 DIESEL FUEL (ISF)	17	34	34	30	35	35		35	35
548.60.34.06 FUEL PURCHASED FOR RESALE	218,309	233,262	233,262	103,201	214,674	231,513		231,513	231,513
548.60.35.00 SMALL TOOLS	-	1,500	1,500	468	1,000	1,500		1,500	1,500
548.60.35.90 SMALL EQP >\$1,000 <\$5,000	-	2,000	2,000	-	750	2,000		2,000	2,000
SUB TOTAL	273,802	295,350	295,350	130,075	273,622	292,906	-	292,906	292,906
548.60.41.00 PROFESSIONAL SERVICES	286	268	268	264	600	600		600	600
548.60.41.32 JANITORIAL SERVICES	950	950	950	547	1,022	1,100		1,100	1,100
548.60.41.45 ADVERTISING	-	450	450	-	-	450		450	450
548.60.42.00 COMMUNICATIONS	1,254	1,346	1,346	631	1,284	1,346		1,346	1,346
548.60.43.00 TRAVEL EXPENSES	-	250	250	-	-	250		250	250
548.60.45.00 OPERATING RENTALS & LEASES	-	250	250	-	-	250		250	250
548.60.45.02 COPIER LEASE	27	20	20	159	43	55		55	55
548.60.46.00 INSURANCE	-	850	850	-	-	-		-	-
548.60.47.XX UTILITIES	3,070	3,410	3,410	1,502	2,400	3,410		3,410	3,410
548.60.48.00 REPAIRS/MAINTENANCE	40,435	42,000	42,000	32,288	46,500	50,000		50,000	50,000
548.60.48.21 REPAIRS/MAJOR MAINTENANCE	3,777	5,000	5,000	16,091	19,091	15,000		15,000	15,000
548.60.48.31 TRAVEL LIFT REPAIRS & MAINT	-	-	-	-	-	-		-	-
548.60.49.00 MISCELLANEOUS	603	1,000	1,000	331	1,000	1,000		1,000	1,000
548.60.49.20 LAUNDRY	1,540	1,500	1,500	1,071	2,179	2,200		2,200	2,200
548.60.49.22 DUES, SCHOOLS, & CONFERENCES	620	500	500	120	500	500		500	500
SUB TOTAL	52,561	57,794	57,794	53,005	74,618	76,161	-	76,161	76,161
548.60.99.01 COMPUTER MAINTENANCE	9,779	7,322	7,322	4,327	7,322	9,302		9,302	9,302
548.60.99.02 COMPUTER REPLACEMENT	2,573	2,580	2,580	1,290	2,580	2,581		2,581	2,581
548.60.99.04 EQUIPMENT REPLACEMENT	2,114	2,253	2,253	1,127	2,253	2,101		2,101	2,101
548.60.99.05 INTERFUND INSURANCE	5,828	6,268	6,268	6,268	6,268	10,278		10,278	10,278
548.60.99.06 FACILITY REPLACEMENT	1,410	1,410	1,410	705	1,410	1,410		1,410	1,410
SUB TOTAL	21,704	19,833	19,833	13,716	19,833	25,672	-	25,672	25,672

attach 2
Attachment #2

CITY OF DES MOINES
2015 BUDGET REQUEST
PLANNING, BUILDING, AND PUBLIC WORKS
EQUIPMENT RENTAL-OPERATIONS

	2013 ACTUAL	2014 ADOPTED	2014 AMEND	2014 ACTUAL Jan-June	2014 EST YR TOTAL	2015 DEPT REQ	2015 NEW REQ	2015 EXEC AMEND	2015 ADOPTED
500.100.040 EQUIPMENT RENTAL OPS									
548.60.10.00 SALARIES & WAGES	111,129	102,168	102,168	50,686	104,743	104,827		104,827	104,827
548.60.11.00 OVERTIME	132	525	525	132	275	525		525	525
548.60.10 SUB TOTAL	111,261	102,693	102,693	50,818	105,018	105,352	-	105,352	105,352
548.60.20.00 PERSONNEL BENEFITS	51,882	51,099	51,099	27,085	55,975	44,050		44,050	44,050
548.60.20.90 EMPLOYEE MED. CONTRIBUTION	(858)	(1,243)	(1,243)	(402)	(805)	(460)		(460)	(460)
548.60.21.00 UNIFORMS	517	-	-	-	600	-		-	-
548.60.20 SUB TOTAL	51,541	49,856	49,856	26,683	55,770	43,590	-	43,590	43,590
548.60.31.00 OPERATING SUPPLIES	52,613	55,000	55,000	24,760	54,400	55,000		55,000	55,000
548.60.32.01 UNLEADED FUEL (ISF)	2,864	3,554	3,554	1,615	2,763	2,858		2,858	2,858
548.60.32.02 DIESEL FUEL (ISF)	17	34	34	30	35	35		35	35
548.60.34.06 FUEL PURCHASED FOR RESALE	218,309	233,262	233,262	103,201	214,674	231,513		231,513	231,513
548.60.35.00 SMALL TOOLS	-	1,500	1,500	468	1,000	1,500		1,500	1,500
548.60.35.90 SMALL EQP >\$1,000 <\$5,000	-	2,000	2,000	-	750	2,000		2,000	2,000
548.60.30 SUB TOTAL	273,802	295,350	295,350	130,075	273,622	292,906	-	292,906	292,906
548.60.41.00 PROFESSIONAL SERVICES	286	268	268	264	600	600		600	600
548.60.41.32 JANITORIAL SERVICES	950	950	950	547	1,022	1,100		1,100	1,100
548.60.41.45 ADVERTISING	-	450	450	-	-	450		450	450
548.60.42.00 COMMUNICATIONS	1,254	1,346	1,346	631	1,284	1,346		1,346	1,346
548.60.43.00 TRAVEL EXPENSES	-	250	250	-	-	250		250	250
548.60.45.00 OPERATING RENTALS & LEASES	-	250	250	-	-	250		250	250
548.60.45.02 COPIER LEASE	27	20	20	159	43	55		55	55
548.60.46.00 INSURANCE	-	850	850	-	-	-		-	-
548.60.47.XX UTILITIES	3,070	3,410	3,410	1,502	2,400	3,410		3,410	3,410
548.60.48.00 REPAIRS/MAINTENANCE	40,435	42,000	42,000	32,288	46,500	50,000		50,000	50,000
548.60.48.21 REPAIRS/MAJOR MAINTENANCE	3,777	5,000	5,000	16,091	19,091	15,000		15,000	15,000
548.60.48.31 TRAVEL LIFT REPAIRS & MAINT	-	-	-	-	-	-		-	-
548.60.49.00 MISCELLANEOUS	603	1,000	1,000	331	1,000	1,000		1,000	1,000
548.60.49.20 LAUNDRY	1,540	1,500	1,500	1,071	2,179	2,200		2,200	2,200
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548.60.99.01 COMPUTER MAINTENANCE	9,779	7,322	7,322	4,327	7,322	9,302		9,302	9,302
548.60.99.02 COMPUTER REPLACEMENT	2,573	2,580	2,580	1,290	2,580	2,581		2,581	2,581
548.60.99.04 EQUIPMENT REPLACEMENT	2,114	2,253	2,253	1,127	2,253	2,101		2,101	2,101
548.60.99.05 INTERFUND INSURANCE	5,828	6,268	6,268	6,268	6,268	10,278		10,278	10,278
548.60.99.06 FACILITY REPLACEMENT	1,410	1,410	1,410	705	1,410	1,410		1,410	1,410
548.60.90 SUB TOTAL	21,704	19,833	19,833	13,716	19,833	25,672	-	25,672	25,672

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing to consider Draft Ordinance No 15-066 relating the City of Des Moines 2015 Comprehensive Plan Update

ATTACHMENTS:

1. Draft Ordinance No. 15-066
2. Mayor Kaplan's Comments on the 5/8/2015 Council Review Draft Document
3. Washington Department of Commerce Comments (Checklist)
4. Puget Sound Regional Council Comment Letter

FOR AGENDA OF: June 11, 2015

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: June 4, 2015

CLEARANCES:

- [X] Legal 46
 [N/A] Finance _____
 [N/A] Economic Development _____
 [N/A] Marina _____
 [N/A] Parks, Recreation & Senior Services _____
 [X] Planning, Building & Public Works DOB
 [N/A] Police _____
 [N/A] Courts _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AA

Purpose and Recommendation

The purpose of this public hearing is to review the proposed City of Des Moines 2015 Comprehensive Plan Update. At this hearing, the focus of the City Council efforts will be to hear public testimony and consider Draft Ordinance No. 15-066 (Attachment 1) amending the 2009 Des Moines Comprehensive Plan and Chapters 18.05 and 18.25 DMMC.

Staff continues to work on plan amendments to respond to review comments from the Washington State Department of Commerce and the Puget Sound Regional Council. As such, staff recommends that City Council continue the public hearing by passing the following motion:

Suggested Motion

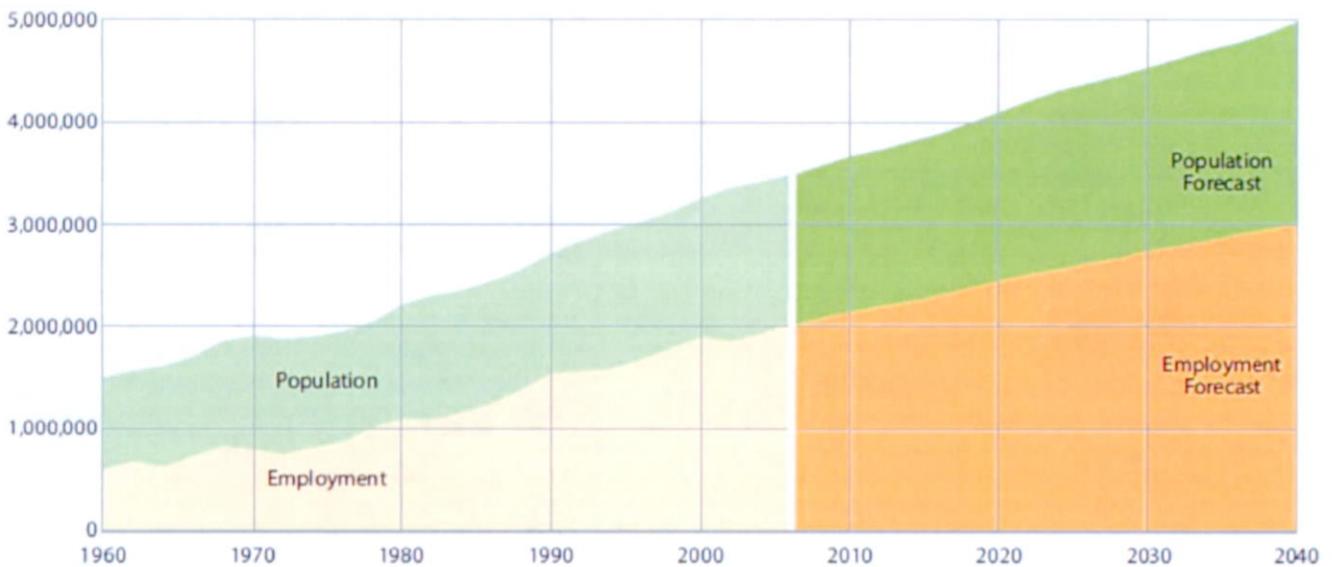
Motion: "I move to continue the public hearing on Draft Resolution No. 15-066 amending the 2009 Des Moines Comprehensive Plan and Chapters 18.05 and 18.25 DMMC to June 25, 2015."

Background

Des Moines' Comprehensive Plan is the City's official statement with respect to its vision for future growth and development. It identifies goals, policies, and strategies for maintaining the health, welfare, and quality of life of the Des Moines' residents. The Comprehensive Plan is comprised of individual elements addressing general planning, land use, transportation, conservation, capital facilities/utilities/public services, parks, recreation and open space, housing, community character, neighborhoods and public health.

The City is required to review and, if needed, update its comprehensive plan and development regulations to ensure compliance with the Washington State Growth Management Act (GMA), Chapter 36.70A RCW, by June 30, 2015 pursuant to RCW 36.70A.130. This periodic review and update is necessary to ensure that the City's comprehensive plan and development regulations reflect current laws, local needs and goals, and new data.

The need for the periodic update is also driven by the expected population and employment growth in the Puget Sound region which is expected to reach nearly five million people and three million jobs by 2040. King County is expected to receive the largest share of the region's forecast growth.



Source: Puget Sound Regional Council, Vision 2040, pg. 3, www.psrc.org

VISION 2040 establishes the Regional Growth Strategy that looks at how the region can distribute forecast growth, primarily within the designated urban growth area. In the *Regional Growth Strategy*, the region's landscape has been divided into seven types of geographies: Metropolitan Cities (five cities), Core Cities (14 cities), Larger Cities (18 cities, including Des Moines), Small Cities (46 cities), Unincorporated Urban Growth Areas, Rural Areas and Natural Resources Lands. These regional geographies provide a framework for the distribution of the region's forecast growth for the year 2040 while recognizing the roles of different types of cities in accommodating regional growth.

The Growth Management Planning Council (GMPC) sets household and employment growth targets for cities in King County in the Countywide Planning Policies (CPPs). The current targets established by the GMPC are for the period 2006-2031. For purposes of the 2015 Comprehensive Plan update, these

targets have been extended to the 2035 planning horizon through extrapolation. By 2035, Des Moines is expected to add another 3,480 households and 5,800 jobs to the City.

Cities and counties fully planning under the GMA must complete period update for their entire comprehensive plan and development regulations. Under the GMA, the Legislature established a schedule for when the periodic update is required to be complete. King County and its cities must complete their update by June 30, 2015.

There are four overall tasks counties and cities must take during the periodic update process that provides the framework for the City's work program:

1. **Establish a public participation program.** Pursuant to RCW 36.70A.140 and RCW 36.70A.035, this task entails developing a plan that includes a schedule for steps in the update process to ensure the public is aware of the process and knows how they can participate.
2. **Review relevant plans and regulations.** Evaluate whether there is a need to revise the urban growth area, comprehensive plan, or development regulations to ensure they are consistent with the GMA.
3. **Take legislative action.** Adopt an ordinance or resolution finding that a review has occurred, and identifying revisions made or concluding that revisions were not needed.
4. **Submit notice to state.** Send formal notice of intent to adopt to the state at least 60 days prior to taking legislative action. Send a copy of the signed adopted ordinance or resolution 10 days after final action.

To date, opportunities for the public to learn about and provide input on the update include:

- A public open house was held on April 23, 2014;
- An information booth was held at the Des Moines Waterfront Market on August 16, 2014;
- A University of Washington Community, Environment and Planning 460 student team developed outreach materials and conducted tabling events at the Des Moines and Woodmont Libraries on November 14th and 17th, the Safeway at Pacific Highway S/S 216th Street on November 21, 2014, and the Des Moines Area Food Bank and Highline College on February 25, 2015.
- An on-line survey (in English and Spanish language) was posted on the City's website from December 2014 through February 2015 and notice of the survey was also published in the Des Moines City Currents, the Highline Times, Waterland Blog and Highline College's student newspaper, The Thunderword;
- Information published on the City website and City Currents newsletter; and
- An open house was held on April 29th at the Des Moines Activity Center.

Proposed amendments to each of the Comprehensive Plan elements have been discussed with the respective Council Committees as well as the full Council (seven meetings). All of these meetings were open to the public. City Council was also briefed on the proposed format and structure for the 2015 Comprehensive Plan that included the following:

- **Formatting:** update text and layout, add color and pictures, remove numbered paragraph format, and make text more concise and reader friendly (e.g., Healthy Des Moines Element).
- **Background Sections:** update to clarify purpose, streamline text, remove numbered paragraph format.

- Goals/Policies: remove duplicative language, combine like policies, improve layout, make goal/policy/strategy numbering consistent between plan elements.
- Strategies: rename “Implementation Strategies,” remove duplicative language, streamline.
- Overall: create a positive tone and remove negative language.
- Replacing the General Planning Element with a Vision Statement for the City and general introduction to the Comprehensive Plan.
- Removing the Community Character Element and adding relevant goals, policies and implementation strategies to the Land Use Element.
- Adding an Economic Development Element or Economic policies to the Land Use Element.

On May 8, 2015 City Council was provided a review draft of the proposed 2015 Comprehensive Plan Update document. This document was also made available to the public on the city’s website. One Councilmember submitted comments which are provided as Attachment 2.

Discussion

Consistent with the provisions of DMMC 18.20.080, the Comprehensive Plan amendments are considered Type VI land use actions and require a public hearing with the City Council.

Attachment 1 contains Draft Ordinance No. 15-066, Exhibit A – 06/03/15 working draft of the 2015 Comprehensive Plan Update document shown in track changes, and Exhibit B – Preferred Land Use Map. Following is a summary of the of the changes that have been made to the document since the 05/08/15 review draft:

1. Councilmember comments (see Attachment 2) were incorporated into this document as noted by green highlight in the comment boxes along the right hand margin.
2. The document includes additional analysis conducted by staff as well as text edits and formatting. Any major changes by staff are noted by blue highlight in the comment boxes. Most of these changes are in response to review comments provided by the Washington State Department of Commerce and the Puget Sound Regional Council and new information provided in conjunction with the Parks, Recreation and Senior Services Master Plan Update. Substantive changes include:
 - Updates to the housing and employment growth targets to extend from year 2031 to year 2035 which is the current planning horizon for the 2015 Comprehensive Plan Update.
 - Appendix B: Transportation Technical Memorandum documents how the assumptions used for the 2009 Comprehensive Transportation Plan capture the growth that is forecast for the 2035 planning horizon assumed in the 2015 Comprehensive Plan Update.
 - Appendix C: City of Des Moines Housing Inventory and Needs Assessment documents the city’s housing supply and demonstrates that the City currently provides housing that is affordable to a range of incomes, including low-income households.
 - Chapter 6: Parks, Recreation and Open Space Element incorporates updates in conjunction with work being done on the Parks, Recreation and Senior Services Master Plan Update. Additional work is needed on this chapter to better align implementation strategies with the stated goals.

Note

Because the document is shown in track changes it is very difficult to capture all of the formatting edits until the changes are accepted. As such, Staff suggests that all changes shown on the working draft be accepted (as amended by Council) so that a final camera ready document can be provided with Draft Ordinance 15-066 at the time of adoption.

Alternatives

The City Council may:

1. Continue the public hearing to June 25, 2015, as recommended by staff.
2. Adopt Draft Ordinance No. 15-066 and 2015 Comprehensive Plan Update as written.
3. Adopt the Draft Ordinance No. 15-066 and 2015 Comprehensive Plan Update with amendments by the City Council.

Periodic review of the City's comprehensive plan and development regulations is a requirement of the GMA (Chapter 36.70A RCW). A jurisdiction that has missed an update by the June 30, 2015 deadline is also vulnerable to a "failure to act" petition for review to a Growth Management Hearings Board (or for partially-planning jurisdictions, to Superior Court).

If a local government has made significant progress on its update, but hasn't finished all needed revisions by their periodic update deadline, it would be prudent to take steps to demonstrate good faith and progress. Local jurisdictions may adopt a resolution that documents progress already made and sets a schedule for completing the update.

Financial Impact

Missing the periodic update deadline has immediate financial consequences. A county or city that has not completed the basic actions described above by the deadline set in the GMA will be ineligible to receive funds from the Public Works Trust Fund or the Centennial Clean Water account or to receive preference for other state grants and loans.

Recommendation or Conclusion

Staff recommends that the City Council continue the public hearing on Draft Ordinance No. 15-066 to June 25, 2015 as recommended by Alternative 1.

Concurrence

N/A

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CITY ATTORNEY'S FIRST DRAFT 6/2/15**DRAFT ORDINANCE NO. 15-066**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON adopting the 2015 update to the Des Moines Comprehensive Plan and amending DMMC 18.05.050, and 18.05.060 and adding a new section to Chapter 18.25.

WHEREAS, the 1990 Growth Management Act is codified in Chapter 36.70A RCW and requires that each jurisdiction produce a Comprehensive Plan that contains, at a minimum, elements pertaining to land use, transportation, capital facilities, housing, and utilities, and

WHEREAS, the Des Moines Comprehensive Plan was adopted by the City Council on November 12, 2009 by enactment of Ordinance No. 1469, and

WHEREAS, there have been subsequent amendments to the Des Moines Comprehensive Plan, and

WHEREAS, each amendment of the Comprehensive Plan was processed in accordance with the requirements of the State Environmental Policy Act and public hearings were conducted in accordance with law, and

WHEREAS, the Growth Management Act requires, among other things, that "cities ... take action to review and, if needed, revise their **comprehensive plans** and development regulations (*emphasis added*) to ensure the plan and regulations comply with the requirements of this chapter . . . Any amendment of or revision to development regulations shall be consistent with and implement the comprehensive plan," and

WHEREAS, the city of Des Moines is required to conduct a periodic update of its comprehensive plan and development regulations, pursuant to (RCW 36.70A.130(1)) by June 30, 2015, and

WHEREAS, the goals and policies for growth and the provision of services are guided by GMA requirements and are based in part upon state and regional goals, and reflect the vision and goals of elected officials, community advisory groups and citizens, and

Draft Ordinance No. 15-066
Page 2 of 5

WHEREAS, notice of the public hearing before the City Council was given to the public in accordance with law and a public hearing was held on the ___ day of June 2015, and all persons wishing to be heard were heard, and

WHEREAS, the Des Moines Planning, Building and Public Works Director acting as the SEPA responsible official issued a determination of nonsignificance (DNS) on the 15th day of May 2015 and the accompanying comment and appeal periods have lapsed, and

WHEREAS, proper and timely notice was given to the Washington State Department of Commerce of these amendments as required by Chapter 36.70A RCW, and

WHEREAS, the City Council finds that the amendments contained in this ordinance are appropriate and necessary for the preservation of the public health, safety and welfare; now therefore,

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

Sec. 1. DMMC 18.05.050 and section 3 of Ordinance No. 1469 as amended by section 2 of Ordinance No. 1528 as amended by section 19 of Ordinance No. 1551 are amended to read as follows:

Preferred land use map designation. The map filed in the City Clerk's office and marked Exhibit "B" to Ordinance No. 1469 and adopted November 12, 2009, as amended by Exhibit "B" to Ordinance No. 1528, ~~is as amended as described in~~ by Exhibit "B" to Ordinance No. 1551, is amended as described in Exhibit "B" to Ordinance No. 15-066 and constitutes the comprehensive land use map, also referred to as the preferred land use map, for the City. The map referenced herein supersedes all previously adopted preferred land use maps.

Sec. 2. DMMC 18.05.060 and section 20 of Ordinance 1591 are amended to read as follows:

Draft Ordinance No. 15-066
Page 3 of 5

Adoption of Comprehensive Plan. The document consisting of ~~11~~12 chapters, entitled "~~2009 City of Des Moines Comprehensive Plan, Des Moines 2035~~" and attached as Exhibit "A" to Ordinance No. 1469 as amended by Section 20 of Ordinance No. 1591 is adopted by reference and constitutes the Comprehensive Plan for the City.

NEW SECTION. Sec. 3. A new section is added as chapter DMMC 18.25.120 to read as follows:

Comprehensive plan amendments. There is adopted by reference a comprehensive plan, on file with the City Clerk, as subsequently amplified, augmented and amended pursuant to the provisions in this title, as identified below.

- (1) Chapter 1: Introduction
- (2) Chapter 2: Land Use Element
- (3) Chapter 3: Transportation Element
- (4) Chapter 4: Conservation and Environment
Element
- (5) Chapter 5: Capital Facilities, Utilities, and
Public Services Element
- (6) Chapter 6: Parks, Recreation, and Open Space
Element
- (7) Chapter 7: Housing Element
- (8) Chapter 8: Economic Development Element
- (9) Chapter 9: North Central Neighborhood Element
- (10) Chapter 10: Marina District Element
- (11) Chapter 11: Pacific Ridge Element
- (12) Chapter 12: Healthy Des Moines Element

Draft Ordinance No. 15-066
Page 4 of 5

(13) Appendix A: City of Des Moines Buildable
Lands Report

(14) Appendix B: Transportation Technical
Memorandum

(15) Appendix C: City of Des Moines Housing
Inventory and Needs Assessment

NEW SECTION. Sec. 4. 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. 5. 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 ___th day of June, 2015 and signed in authentication thereof this ___th day of June, 2015.

M A Y O R

APPROVED AS TO FORM:

Assistant City Attorney

ATTEST:

Draft Ordinance No. 15-066
Page 5 of 5

City Clerk

Published: _____, 2015

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Exhibit A

Exhibit A containing the 2015 Comprehensive Plan update in track changes format was provided to the City Council as a PDF, and is available in the city's WEB site for review.

<http://www.desmoineswa.gov/DocumentCenter/View/2056>

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City of Des Moines

Comprehensive Plan

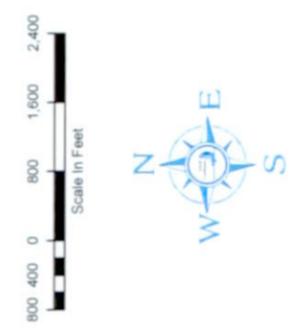
Preferred Land Use

Designations

- RESIDENTIAL
- MF - Multifamily
- PR-R - Pacific Ridge Residential
- SF - Single Family
- T - Townhome
- TC-R - Transit Community Residential
- TC-T - Transit Community Townhome
- COMMERCIAL/NON RES
- BP - Business Park
- COM - Commercial
- IC - Institutional Campus
- PARK - Park
- PF - Public Facility
- PR-C - Pacific Ridge Commercial
- PR-M - Pacific Ridge Mixed
- TC-M - Transit Community Mixed
- Des Moines City Limits
- Streams
- Neighborhood Planning Areas
- PUD - See Plan For Density

CITY OF DES MOINES
COMPREHENSIVE PLAN MAP SERIES
 This map series is intended for general planning purposes related to the City of Des Moines Comprehensive Plan.

- Enacting Ordinances**
- | ORDINANCE, YEAR |
|-----------------|
| Ord. 1551, 2012 |
| Ord. 1528, 2011 |
| Ord. 1499, 2010 |
| Ord. 1469, 2009 |
| Ord. 1425, 2008 |
| Ord. 1376, 2006 |
| Ord. 1232, 2003 |
| Ord. 1265, 2000 |
| Ord. 1238, 1999 |
| Ord. 1176, 1996 |
| Ord. 1160, 1995 |



Planning, Building & Public Works
 21630 11th Ave S, Suite D
 Des Moines, WA 98198-6398
 PHONE: (206) 870-7576 * FAX: (206) 870-6544
 WEB: <http://www.desmoineswa.gov>

File: CompPlan.mxd
 Map Generated: Jun 03, 2015
 ©2013 City of Des Moines GIS

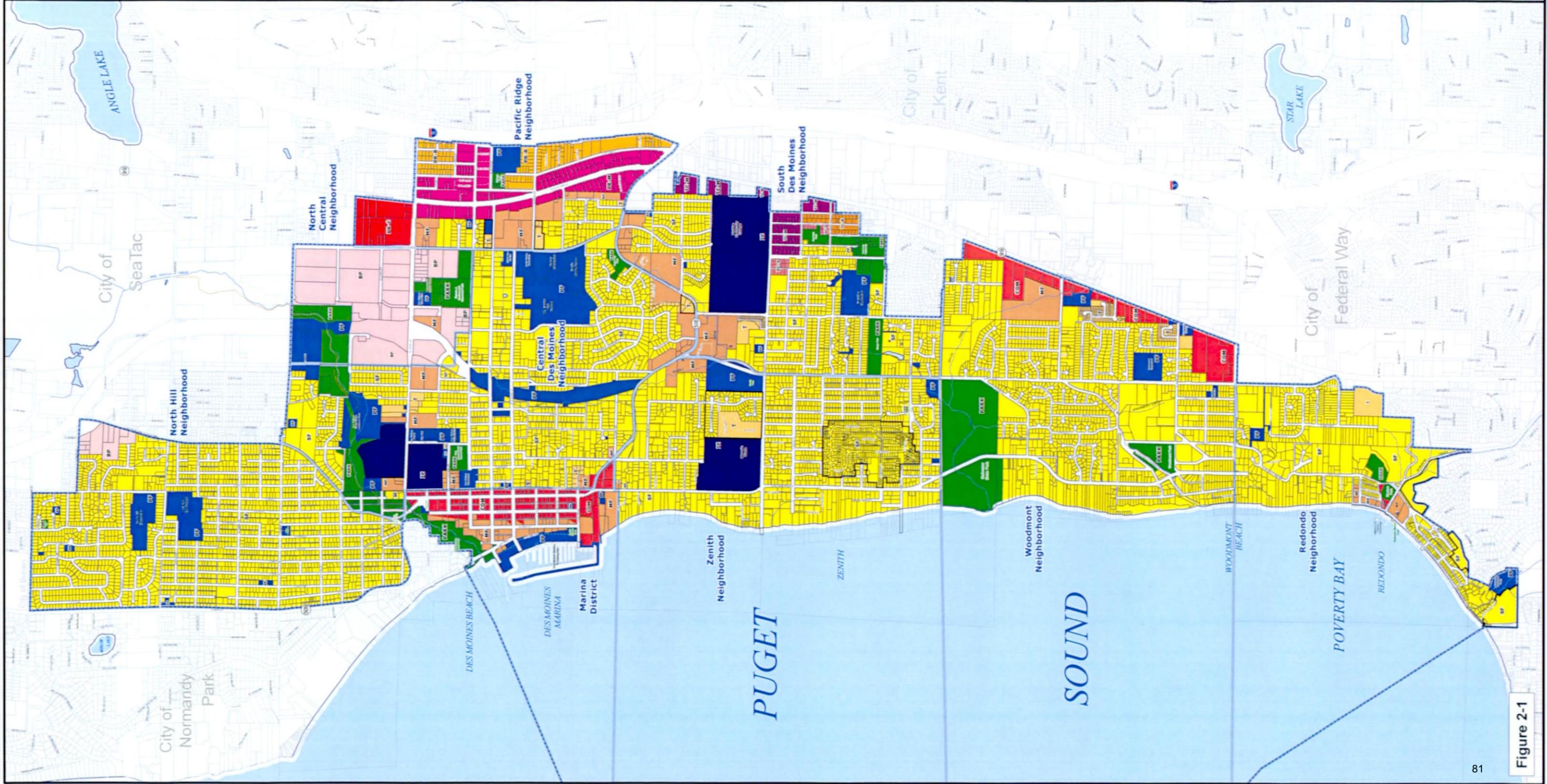


Figure 2-1

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From: DesMnsDave@aol.com
To: [Denise Lathrop](#)
Cc: [Dan Brewer](#); [Tony Plasecki](#); [Kaplan Home](#)
Subject: Proposed Amdts to Comp Plan for Consideration
Date: Friday, May 22, 2015 8:25:40 PM

Thank you for handling these amendments this way. It will help us a lot when we take this up on June 11th.

CHAPTER 2 - Land Use

Kaplan Amdt #1: On Page 2-1, second paragraph, second sentence, replace the word "support" with "promote" economic development.

Kaplan Amdt #2: On Page 2-2, starting with Goal LU 2, the words need to be made active for consistency sake. LU 2 should have Promotes, reduces, enhances. LU 3 should have Establishes. LU 4 should have Removes. and so on.

Kaplan Amdt #3: On Page 2-3, LU 1.1.4 make "government" plural and add a comma between "governments" and "tribes."

Kaplan Amdt #4: On Page 2-4, LU 1.5.3, add a comma after "businesses."

Kaplan Amdt #5: On Page 2-5, the deleted language of old 2.03.04 "Preserve the integrity of single family neighborhoods" does not appear anywhere, though the implication is that it is somewhere included in these goals. Please either show me where it is included specifically, or draft an amendment to ensure that this is a completely separate goal.

CHAPTER 3 - Transportation

Under *Public Transit* ... (the goal of much of these is to clump the connectivity Strategies together, the rail related Strategies together, the bus related strategies together, and then the ferry Strategy.)

Kaplan Amdt #1: On Page 3-11, move TR 4.1.8 up to follow TR 4.1.5, and renumber accordingly.

Kaplan Amdt #2: On Page 3-11, move TR 4.1.6 down to the bottom of the Strategy list and renumber accordingly.

Kaplan Amdt #3: On Page 3-11, replace TR 4.1.7 with language that reads "Support a light rail alignment on the west margin of the proposed State Route 509 and Interstate 5."

Kaplan Amdt #4: On Page 3-11, add a new Strategy immediately after the new TR 4.1.7 which reads "Support a light rail station east of Pacific Highway S (SR 99) in the vicinity of Highline College"

Kaplan Amdt #5: On Page 3-12, add a new Strategy to take the place of OLD TR 4.1.9 which reads "Consider a light rail station in the vicinity of S. 216th Street along the SR 509/I-5 alignment only." and renumber accordingly.

Under *Transportation Strategies for Sustainability* ...

Kaplan Amdt #6: On Page 3-15, add a new Strategy after TR 9.1.2 which reads "Encourage employers in commercial zones to sponsor, co-sponsor or provide shuttles to enhance connectivity with the Sound Transit Link Light Rail stations at S. 200th and in the vicinity of Highline College, with BRT facilities on Pacific Highway S., as well as provide routes that would circulate through Des Moines to bring people to and from the Marina District." and renumber accordingly.

CHAPTER 4 - Conservation & Environment

Kaplan Amdt #1: Please draft an amendment that adds a new Policy and Implementation Strategy that reads "Study and consider incentives to residential and commercial property owners to not only maintain but enhance water and air quality."

CHAPTER 5 - Capital Facilities

Kaplan Amdt #1: On Page 5-2, are transportation facilities considered "capital facilities" for purposes of this chapter? If so, we need to include both "King County Metro Transit's comprehensive plan" [assuming they have one] and "Sound Transit's comprehensive plan" to the list.

Kaplan Amdt #2: On Page 5-3, under Telecommunications, we need to add some verbiage regarding internet access, whether wired or wireless.

Kaplan Amdt #3: On Page 5-8, under Telecommunications, we need to add some verbiage regarding internet access, whether wired or wireless. There needs to be an additional sentence added about

"ensuring access so that those of limited incomes and those in diverse communities are not disadvantaged."

CHAPTER 7 - Housing

Kaplan Amdt #1: On Page 7-3, Goal HOU 3, delete "or transportation facilities or activities."

Kaplan Amdt #2: On Page 7-4, add a new Policy & Implementation Strategy which reads "Review all requirements related to construction of single family homes to identify where the cost of construction may be reduced, in an effort to make housing more affordable."

Kaplan Amdt #3: On Page 7-5, delete HOU 2.4.

CHAPTER 9 - North Central Neighborhood Element

Kaplan Amdt #1: On Page 9-1, 7th paragraph, add a comma after "program."

Kaplan Amdt #2: On Page 9-4, under Transportation, add a strategy immediately after NCN 2.1.4 that reads "Encourage employers in the North Central Neighborhood to sponsor, co-sponsor or provide shuttles to enhance connectivity with the Sound Transit Link Light Rail station at S. 200th. The City will also advocate with King County Metro to provide such service."

CHAPTER 10 - Marina District Element

Kaplan Amdt #1: On Page 10-3, under Transportation, add a strategy MD 2.4.3 that reads "Encourage employers in the Marina District to sponsor, co-sponsor or provide shuttles to enhance connectivity with the Sound Transit Link Light Rail station at S. 200th and transit facilities on Pacific Highway S, as well as routes that would circulate through Des Moines to bring people to and from the Marina District. The City will advocate with King County Metro to provide such services."

CHAPTER 11 - Pacific Ridge Element

Kaplan Amdt #1: On Page 11-3, under Transportation, rewrite PR 3.3.1 to read as follows "Support a light rail alignment on the west margin of the proposed State Route 509 and Interstate 5 as the light rail corridor through Pacific Ridge. Support a station east of Pacific Highway S (SR 99) in the vicinity of Highline College, and consider a light rail station in the vicinity of S. 216th Street along the SR 509/I-5 alignment only."

Thanks Denise!

Dave K.



2015 DES MOINES Periodic Update Checklist Required Comprehensive Plan Elements and Components

1. A Land Use Element that is consistent with countywide planning policies (CWPPs) and RCW 36.70A.070(1) .	
a. A future land use map showing city limits and urban growth area (UGA) boundaries. RCW 36.70A.070(1) and RCW 36.70A.110(6) ; WAC 365-196-400(2)(d) , WAC 365-196-405(2)(i)(ii)	Not included in 1 st submittal. Submitted later and added to the database.
b. Consideration of urban planning approaches that increase physical activity. RCW 36.70A.070(1) , Amended in 2005 WAC 365-196-405 (2)(j)	Yes, noted in multiple elements
c. A consistent population projection throughout the plan which should be consistent with the Office of Financial Management forecast for the county or the county's sub-county allocation of that forecast. RCW 43.62.035 , WAC 365-196-405(f)	Yes. Except Trans Element only goes out to 2030. But it is currently being updated...
d. Estimates of population densities and building intensities based on future land uses. RCW 36.70A.070(1) ; WAC 365-196-405(2)(i)	Is this in Buildable Lands Appendix A? Shown in Figures 3-1 and 3-2, but those only go out to 2030.
e. Provisions for protection of the quality and quantity of groundwater used for public water supplies. RCW 36.70A.070(1)	Yes
f. Identification of lands useful for public purposes such as utility corridors, transportation corridors, landfills, sewage treatment facilities, stormwater management facilities, recreation, schools, and other public uses. RCW 36.70A.150 and WAC 365-196-340	CAO & trans maps do, utility maps may add more.
g. Identification of open space corridors within and between urban growth areas , including lands useful for recreation, wildlife habitat, trails, and connection of critical areas. RCW 36.70A.160 and WAC 365-196-335	CAO & trails map within city
h. <i>If there is an airport within or adjacent to the city: policies, land use designations (and zoning) to discourage the siting of incompatible uses adjacent to general aviation airports.</i> [RCW 36.70A.510 , RCW 36.70.547 , New in 1996)] <i>Note: The plan (and associated regulations) must be filed with the Aviation Division of WSDOT.</i> WAC 365-196-455	Yes
i. <i>If there is a Military Base within or adjacent to the jurisdiction employing 100 or more personnel: policies, land use designations, (and consistent zoning) to discourage the siting of incompatible uses adjacent to military bases.</i> RCW 36.70A.530(3) , New in 2004. See WAC 365-196-475	N/A
j. Where applicable, a review of drainage, flooding, and stormwater run-off in the area and nearby jurisdictions and provide guidance for corrective actions to mitigate	Regional drainage standards included.

<p>or cleanse those discharges that pollute waters of the state. RCW 36.70A.70(1) and WAC 365-196-405(2)(c) <i>Note:</i> RCW 90.56.010(26) defines waters of the state.</p>	
<p>k. Policies to designate and protect critical areas including wetlands, fish and wildlife habitat protection areas, frequently flooded areas, critical aquifer recharge areas, and geologically hazardous areas. In developing these policies, the city must have included the best available science (BAS) to protect the functions and values of critical areas, and give “special consideration” to conservation or protection measures necessary to preserve or enhance anadromous fisheries. RCW 36.70A.030(5), RCW 36.70A.172, BAS added in 1995. See WAC 365-195-900 through -925, WAC 365-190-080. <i>Note:</i> A voluntary stewardship program was created in 2011 as an alternative for protecting critical areas in areas used for agricultural activities. <u>Counties</u> had the opportunity to opt into this voluntary program before January 22, 2012. See requirements of the voluntary stewardship program. RCW 36.70A.700 through .904.</p>	Yes – very nicely done
<p>l. <i>If forest or agricultural lands of long-term commercial significance are designated inside city: a program authorizing Transfer (or Purchase) of Development Rights.</i> RCW 36.70A.060(4), Amended in 2005</p>	N/A
<p>2. A Housing Element to ensure the vitality and character of established residential neighborhoods and is consistent with relevant CWPPs, and RCW 36.70A.070(2).</p>	
<p>a. Goals, policies, and objectives for the preservation, improvement, and development of housing. RCW 36.70A.070(2)(b) and WAC 365-196-410(2)(a)</p>	Yes
<p>b. An inventory and analysis of existing and projected housing needs over the planning period. RCW 36.70A.070(2)(a) and WAC 365-196-410(2)(b) and (c)</p>	Appendix A of their Buildable Lands Report includes this – but not submitted or adopted by reference
<p>c. Identification of sufficient land for housing, including but not limited to, government-assisted housing, housing for low-income families, manufactured housing, multifamily housing, group homes, and foster care facilities. RCW 36.70A.070(2)(c)</p>	It appears so – but would have to compare against Buildable Lands findings since not specifically stated.
<p>d. Adequate provisions for existing and projected housing needs for all economic segments of the community. RCW 36.70A.070(2)(d) and WAC 365-196-410</p>	Yes, also participate in ARCH.
<p>e. <i>If enacting or expanding an affordable housing program under RCW 36.70A.540: identification of land use designations within a geographic area where increased residential development will assist in achieving local growth management and housing policies.</i> RCW 36.70A.540, New in 2006. WAC 365-196-870</p>	?
<p>f. Policies so that manufactured housing is not regulated differently than site built housing. RCW 35.21.684, 35.63.160, 35A.21.312, and 36.01.225, Amended in 2004</p>	Yes
<p>g. <i>If the city has a population of over 20,000: provisions for accessory dwelling units</i></p>	30,000+ in population.

<p>(ADUs) to be allowed in single-family residential areas. RCW 36.70A.400, RCW 43.63A.215(3)</p>	<p>Yes, see HOU 1.1.3</p>
<p>3. A Capital Facilities Plan (CFP) Element to serve as a check on the practicality of achieving other elements of the plan, covering all capital facilities planned, provided, and paid for by public entities including local government and special districts, etc.; including water systems, sanitary sewer systems, storm water facilities, schools, parks and recreational facilities, police and fire protection facilities. Capital expenditures from Park and Recreation elements, if separate, should be included in the CFP Element. The CFP Element must be consistent with CWPPs, and RCW 36.70A.070(3), and include:</p>	
<p>a. Policies or procedures to ensure capital budget decisions are in conformity with the comprehensive plan. RCW 36.70A.120</p>	<p>Where is this? Is it in finance policies or in the in CIP and TIP?</p>
<p>b. An inventory of existing capital facilities owned by public entities. RCW 36.70A.070(3)(a) and WAC 365-196-415(2)(a)</p>	<p>Lists the plans that contain this info. Does not adopt them by reference...</p>
<p>c. A forecast of needed capital facilities. RCW 36.70A.070(3)(b) and WAC 365-196-415 (b). <i>Note:</i> The forecast of future need should be based on projected population and adopted levels of service (LOS) over the planning period.</p>	<p>Lists the plans that contain this info. Does not adopt them by reference...</p>
<p>d. Proposed locations and capacities of expanded or new capital facilities. RCW 36.70A.070(3)(c) and WAC 365-196-415 (3)(C)</p>	<p>Lists the plans that contain this info. Does not adopt them by reference...</p>
<p>e. A six-year plan (at least) identifying sources of public money to finance planned capital facilities. RCW 36.70A.070(3)(d) and RCW 36.70A.120 WAC 365-196-415</p>	<p>WHERE IS THIS? In a separate CFP?</p>
<p>f. A policy or procedure to reassess the Land Use Element if probable funding falls short of meeting existing needs. RCW 36.70A.070(3)(e); WAC 365-196-415(2)(d)</p>	<p>Yes, CF 1.6.1</p>
<p>g. <i>If</i> impact fees are collected: identification of public facilities on which money is to be spent. RCW 82.02.050(4); WAC 365-196-850</p>	<p>City does collect some impact fees. For which facilities will the money be spent?</p>
<p>4. A Utilities Element which is consistent with relevant CWPPs and RCW 36.70A.070(4) and includes:</p>	
<p>a. The general location, proposed location and capacity of all existing and proposed utilities. RCW 36.70A.070(4); WAC 365-196-420</p>	<p>The only city utility is storm water. Does the Surface Water Management Program include this?</p>
<p>5. A Transportation Element which is consistent with relevant CWPPs and RCW 36.70A.070(6) and includes:</p>	
<p>a. An inventory of air, water, and ground transportation facilities and services, including transit alignments, state-owned transportation facilities, and general</p>	<p>Separate Comp. Trans Plan adopted by</p>

aviation airports. RCW 36.70A.070(6)(a)(iii)(A) and WAC 365-196-430(2)(c).	reference. Nice Work in CTP.
b. Adopted levels of service (LOS) standards for all arterials, transit routes and highways. RCW 36.70A.070(6)(a)(iii)(B), New in 1997. WAC 365-196-430	Yes, see LOS Standard section on page 3.3 of draft.
c. Identification of specific actions to bring locally-owned transportation facilities and services to established LOS. RCW 36.70A.070(6)(a)(iii)(D), Amended in 2005. WAC 365-196-430	In CTP for signalized intersections. A few others “require additional study.” Plan is being updated now – is this included?
d. A forecast of traffic for at least 10 years, including land use assumptions used in estimating travel. RCW 36.70A.070(6)(a)(i), RCW; 36.70A.070(6)(a)(iii)(E); WAC 365-196-430(2)(f).	Separate Comp. Trans Plan adopted by reference.
e. A projection of state and local system needs to meet current and future demand. RCW 36.70A.070(6)(a)(iii)(F); WAC 365-196-430(2)(f)	Says this is included in CTP.
f. A pedestrian and bicycle component. RCW 36.70A.070(6)(a)(vii), Amended 2005; WAC 365-196-430(2)(j)	Yes, in CTP.
g. A description of any existing and planned transportation demand management (TDM) strategies, such as HOV lanes or subsidy programs, parking policies, etc. RCW 36.70A.070(6)(a)(vi); WAC 365-196-430(2)(i)	Included in CTP.
h. An analysis of future funding capability to judge needs against probable funding resources. RCW 36.70A.070(6)(a)(iv)(A) ; WAC 365.196-430(2)(k)(iv)	Says this is included in CTP.
i. A multiyear financing plan based on needs identified in the comprehensive plan, the appropriate parts of which serve as the basis for the 6-year street, road or transit program. RCW 36.70A.070(6)(a)(iv)(B) and RCW 35.77.010; WAC 365-196-430(2)(k)(ii)	Multi-year plan in CTP. Only goes out to 2030. Is update taking this out to 2035?
j. If probable funding falls short of meeting identified needs: a discussion of how additional funds will be raised, or how land use assumptions will be reassessed to ensure that LOS standards will be met. RCW 36.70A.070(6)(a)(iv)(C); WAC 365-196-430(2)(l)(ii)	Included in the CTP (on page 8-12).
k. A description of intergovernmental coordination efforts, including an assessment of the impacts of the transportation plan and land use assumptions on the transportation systems of adjacent jurisdictions and how it is consistent with the regional transportation plan. RCW 36.70A.070(6)(a)(v); WAC 365-196-430(2)(a)(iv)	Yes, and specifically addressed in the CTP.
6. Provisions for siting essential public facilities (EPFs), consistent with CWPPs and RCW 36.70A.200. This section can be included in the Capital Facilities Element, Land Use Element, or in its own element. Sometimes the identification and siting process for EPFs is part of the CWPPs.	
a. A process or criteria for identifying and siting essential public facilities (EPFs). [RCW 36.70A.200, Amended in 1997 and 2001] Notes: EPFs are defined in RCW 71.09.020(14). Cities should consider OFM’s list of EPFs that are required or likely	Yes

<p>to be built within the next six years. Regional Transit Authority facilities are included in the list of essential public facilities RCW 36.70A.200, amended 2010. WAC 365-196-550(d)</p>	
<p>b. Policies or procedures that ensure the comprehensive plan does not preclude the siting of EPFs. RCW 36.70A.200(5) Note: If the EPF siting process is in the CWPPs, this policy may be contained in the comprehensive plan as well. WAC 365-196-550(3)</p>	Yes
<p>7. Consistency is required by the GMA.</p>	
<p>a. All plan elements must be consistent with relevant county-wide planning policies (CWPPs) and, where applicable, Multicounty Planning Policies (MPPs), and the GMA. RCW 36.70A.100 and 210; WAC 365-196-400(2)(c), 305 and 520</p>	Yes, mentions regional coordination efforts (like VISION 2040 and ARCH)
<p>b. All plan elements must be consistent with each other. RCW 36.70A.070 (preamble). WAC 365-197-400(2)(f)</p>	Yes, if CTP goes out to 2035.
<p>c. The plan must be coordinated with the plans of adjacent jurisdictions. RCW 36.70A.100; WAC 365-196-520</p>	Appears to be coordinated.
<p>8. Shoreline Provisions</p>	
<p>Comprehensive plan acknowledges that for shorelines of the state, the goals and policies of the shoreline management act as set forth in RCW 90.58.020 are added as one of the goals of this chapter as set forth in RCW 36.70A.020 without creating an order of priority among the fourteen goals. The goals and policies of the shoreline master program approved under RCW 90.58 shall be considered an element of the comprehensive plan. RCW 36.70A.480, WAC 365-196-580</p>	Not exactly, but SMP is incorporated as one chapter of the DMMC. Need to acknowledge goals and policies of SMP as a component of the Comp Plan.
<p>9. Public participation, plan amendments and monitoring. Note: House Bill 2834, passed in 2012, eliminates the requirement for cities planning under the GMA to report every 5 years on its progress in implementing its comprehensive plans.</p>	
<p>a. A process to ensure public participation in the comprehensive planning process. RCW 36.70A.020(11), .035, and .140; WAC 365-196-600(3) The process should address annual amendments (if the jurisdiction allows for them) [RCW 36.70A.130(2), Amended in 2006], emergency amendments [RCW 36.70A.130(2)(b)], and may include a specialized periodic update process. Plan amendment processes may be coordinated among cities within a county [RCW 36.70A.130(2)(a)] and should be well publicized.</p>	LU 1.4
<p>b. A process to assure that proposed regulatory or administrative actions do not result in an unconstitutional taking of private property. See <i>Attorney General's Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property</i> for guidance. RCW 36.70A.370</p>	Does not appear to be mentioned in comp plan. Could add in Preface or Intro sections.

****Additional Comments On Next Page****

Other Comments:

- Support for Conservation Element and the Healthy Des Moines Element – nicely done!
- Consider adopting the Functional Plans by reference (at least those of the city)
- Recommend summarizing key points of each function plan (or groups of same topic functional plans, e.g. schools, water districts), stating:
 - when the plans are implemented the result will be that the existing and projected population growth will be served at the adopted Level of Service Standards
 - the estimated costs for those improvements over the planning horizon (at least for those owned and provided by the city)
 - the estimated funding for those improvements over the planning horizon
- The stated Level of Service Standards seem a little vague (e.g. use of the term “adequate” for some). Recommend being specific, or at least determining how adequate is determined (e.g. based on standards in the International Building Codes).
- The Housing Element should contain information about the housing inventory and needs analysis. If the data is contained elsewhere, it should be referenced and summarized. Essentially, we are looking to see that the amount of housing needed is understood and that there is sufficient land to provide for it over the planning horizon (2035).
- There should be policies or procedures to ensure budget decisions are consistent with the Capital Facilities Element. I didn’t see this in the comp plan – is it included in budget policies? The general topic of consistency of the plan is discussed in the Preface – could mention budget policies here if that is where this issue is addressed.
- There should be some mention, perhaps in the Land Use Element, about takings.
- The CTP is very well done. The update going on now should include the new population numbers and planning horizon included in this comprehensive plan update.



June 2, 2015

Denise Lathrop, Planning/Building Director
 City of Des Moines
 21630 11th Ave S
 Des Moines, WA 98198

Subject: PSRC comments on draft Des Moines Comprehensive Plan update

Dear Denise,

Thank you for providing an opportunity for the Puget Sound Regional Council to review draft elements of the City of Des Moines Comprehensive Plan. We recognize the substantial amount of time and effort invested in this plan and appreciate the chance to review it while in draft form. This timely collaboration helps to ensure certification requirements are adequately addressed and certification action can be taken by PSRC boards upon adoption.

We would like to note the many outstanding aspects of the draft, which represents a thorough review, update, and streamlining of the required plan elements. Several particularly noteworthy aspects include:

- Commitment to planning for a healthy community, including specific provisions to encourage development and infrastructure that promotes active transportation, as well as promoting access to healthy food.
- Emphasis on expanding transit service within the city, enhanced with policies that call for new development and services to link residents to the regional transit system.
- Coordination with adjacent jurisdictions on transit oriented development in the Midway subarea.
- Concentration of future growth in central places within the city, including an intention to pursue regional or other appropriate formal designation.
- A comprehensive transportation plan that supports the transportation element with many strong sections, including documentation of existing conditions, setting clear investment priorities, and addressing long-term transportation funding. Comments calling for updates to the CTP are covered below.

The draft Des Moines Comprehensive Plan advances regional policy in many important ways. There are a few items, however, that the city should consider before the plan is finalized:

- VISION 2040 calls for local plans to include a context statement that describes how the plan addresses regional policies and provisions adopted in VISION 2040. Examples of context statements are provided in PSRC's Plan Review Manual, page 2-1. PSRC staff is also available to provide examples adopted in local comprehensive plans. Please expand upon the references to VISION 2040 on page 1-4 of the draft plan.
- The city is commended for a focus on central places, including the Marina District, Pacific Ridge, and Midway. Goals and policies that call for capturing growth through redevelopment in these locations would be strengthened through explicit prioritization of local investments in capital facilities, pedestrian and bicycle infrastructure, and other public improvements.
- The draft plan acknowledges new and planned high capacity transit service on the SR-99 corridor, and contains a number of provisions that aim to better coordinate land use and transportation. These provisions would be strengthened with overarching direction in the land use element on transit oriented development (TOD), to include commitments to station area planning around HCT access points, transit-supportive densities and mix of uses, and targeted economic development. For further guidance, see the recommendations for local governments in the

Growing Transit Communities Strategy (<http://www.psrc.org/growth/growing-transit-communities/growing-communities-strategy/>).

- Please address more fully documentation of growth targets in the plan update. Specifically, the final plan should address the following:
 - Clear reference to the start and end dates of the planning period.
 - Documentation of methodology used to extend the housing and employment growth targets from the horizon year for adopted growth targets in King County (2031) to the horizon year for the plan update (2035). Extended growth targets should include additional growth above and beyond the adopted targets to reflect the city's continuing role in accommodating housing and jobs as a Larger City within the region.
 - Documentation of sufficient land use capacity to accommodate the targets.
- The draft transportation element relies very heavily on the Comprehensive Transportation Plan, which was adopted by the City of Des Moines in 2009. The element reproduces policies and supporting maps from the CTP and adopts by reference other provisions, including those that address state and regional requirements. PSRC reviewed the CTP alongside the draft periodic update. For the purposes of the 2015 comprehensive plan, the city should update key information in the CTP to address the current time period. Areas that need to be brought up to date include the following:
 - Inventories of existing facilities and services, including roads, transit, and bicycle and pedestrian facilities. The data in the CTP may be updated via revised maps or by supplementing existing maps with information on new transportation improvements or service changes implemented since 2009.
 - Land use assumptions to align with the growth targets for the city and to demonstrate consistency with assumptions on future growth made in other elements of the comprehensive plan update. This may be accomplished through new analysis or more complete documentation of the analysis in the 2009 CTP in light of land use and transportation demand through the plan horizon year (2035)
 - Assumptions and data used in the long-range transportation financing plan and reassessment strategy
- Neither the CTP nor the draft comprehensive plan contain up-to-date information on several important transportation investments in the City of Des Moines, namely Metro's RapidRide A BRT and progress toward identifying a preferred alignment and stations for the extension of Link light rail. Please incorporate the latest information on these projects in the final plan and revise policies as needed.
- The transportation and other plan elements have many policies supportive of walking, biking and transit. The Growth Management Act requires level of service standards for all locally owned arterials and transit routes, and the MPPs call for other modes, such as biking and walking. This will help with the evaluation of needs when comparing the inventories to the standards, as well as multi-modal concurrency requirements. The Washington State Department of Commerce's Transportation Element Guidebook has information on how to set level of service standards and identify system needs (pages 143-150 and 183-189) (<http://www.commerce.wa.gov/Documents/GMS-Transportation-2012.pdf>). We recommend you add one or more policies to the draft plan that acknowledge the value of using concurrency to promote multiple modes of travel and provide direction for future work toward adopting LOS and concurrency provisions that implement this concept.
- Freight routes are an important part of the transportation system and should be inventoried and planned for in comprehensive plan transportation elements. For information on how to consider the freight system in your transportation element, see the Washington State Department of Commerce's Transportation Element Guidebook, pages 85-88 (<http://www.commerce.wa.gov/Documents/GMS-Transportation-2012.pdf>).
- Please add one or more policies to the transportation element to address the transportation needs of special needs populations. This relates to MPP-T-25: "Ensure mobility choices for people with

special transportation needs, including persons with disabilities, the elderly, the young, and low-income populations.” More information is available through PSRC’s Special Needs Transportation program website (<http://www.psrc.org/transportation/special-needs>).

- The city should identify SR 99 and I-5 as state-owned facilities that are designated as Highways of Statewide Significance. It should also identify SR-516 as a Highway of Regional Significance. In addition, the city should reflect the LOS adopted by PSRC and WSDOT for these facilities. Information on these facilities and LOS can be accessed at: <http://psrc.org/transportation/t2040/los/>.
- The draft plan contains provisions that are supportive of a range of transportation modes, including transit, bicycling, and walking. These provisions would be stronger as elements of broader policy direction to promote “complete streets” in appropriate locations throughout the city.
- We’re pleased to see references in the draft plan to relevant statutes (RCW 36.70.547) and the WSDOT Aviation Division’s Airports and Compatible Land Use Guidebook. The policy/implementation strategy listed in the Land Use Element (LU 1.5.4) is consistent with the RCW and State guidance. However, we suggest the plan be enhanced to include more detail about how the City of Des Moines plans to address state law, WSDOT guidance, and regional guidance contained within the PSRC Airport Compatible Land Use Program. More specifically, we suggest the following additions to the draft plan:
 - The comprehensive plan should include a reference to the PSRC Airport Compatible Land Use Program (<http://www.psrc.org/transportation/airtrans/compatible>), and the city should utilize the guidance contained in the PSRC program in developing the comprehensive plan.
 - The plan should discuss what the city means by “regulate the siting of incompatible uses” in Land Use policy LU 1.5.4. State and regional programs provide definitions of incompatible uses that can be used to clarify this policy.
 - The plan should incorporate FAR Part 77 height hazard information and the FAA’s 7460-1 review process to protect people and structures on the ground and to protect the approaches to Sea-Tac Airport. Information on this topic is contained in both the WSDOT and PSRC programs. This information should be addressed generally in the comprehensive plan and incorporated into the city’s zoning code and development review process.
- The multicounty planning policies in VISION 2040 and the strategies in Transportation 2040 call for reducing greenhouse gas emissions and adapting to impacts related to climate change. See page 42 of VISION 2040 for an overview of climate change and related policies and page 34 in Transportation 2040 for information on the four-part greenhouse gas reduction strategy (land use, user fees, choices, and technology). The plan already includes some policies that support positive actions to reduce greenhouse gases, such as promoting transit and increasing non-motorized transportation options. However, the plan should be strengthened by directly addressing the climate change-related policies (MPP-En-20-25) and adding more specific provisions in the transportation, conservation, and other elements as appropriate.
- The capital facilities, utilities, and public services element of the plan should address more fully the promotion of more efficient use of existing services, such as waste management, energy, and water supply, through conservation – including demand management programs and strategies (see MPP-PS-3, 7, 8, 12, and 13).
- The city should develop a housing needs assessment, as required under RCW 36.70A.070, that includes an analysis of the demand for and supply of units that meet the current and future needs of households at a range of income levels. Consider assessing the following data:
 - a demographic profile including age, special needs, race, household incomes, and ethnicity of city residents
 - housing growth targets
 - existing and projected rental and ownership affordability, including cost burden.

- VISION calls for the region to achieve and sustain a sufficient supply of affordable housing that is equitably and rationally distributed throughout the region. The King County CPPs provide additional guidance for the distribution of affordable housing that should be referenced in the housing element (see CPP H-1). .
- The policies in the draft housing element go a long way to advancing VISION 2040's housing goals. Some of the policies appear to rely on future work for successful implementation (e.g., HOU 1.3.2 and HOU 1.9.3). Adding specificity on timelines for consideration of new and innovative housing tools would strengthen the plans effectiveness in meeting future housing needs. .

PSRC has resources available to assist the city in addressing these comments. Additional resources related to the plan review process can also be found at <http://www.psrc.org/growth/planreview/resources/>.

Thank you again for working with us through the plan review process. There is a lot of strong work in the draft and we are available to continue to provide assistance and additional reviews as the plan moves through the development process. If you have questions or need additional information regarding the review of local plans or the certification process, please contact me at 206-971-3289 or mhubner@psrc.org.

Sincerely,



Michael Hubner
Principal Planner, Growth Management Planning

cc: Review Team, Growth Management Services, Department of Commerce