

AGENDA

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

March 31, 2016 – 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

Page 1 Item 1: MONTHLY FINANCIAL REPORT

Item 2: CLOSURE OF SOUTH 226TH STREET

Item 3: VALLEY CITIES UPDATE

CONSENT AGENDA

Page 15 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through March 22, 2016 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#146168-146354	\$ 715,264.16
Electronic Wire Transfers	#677-681	\$ 162,285.87
Electronic Wire Transfer	#683-686	\$ 146,528.69
Payroll Checks	#18773-18778	\$ 7,846.12
Payroll Direct Deposit	#110001-110155	\$ 273,489.85
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$1,305,414.69

Page 17 Item 2: RESOLUTION SETTING A PUBLIC HEARING RELATING TO THE UPDATE TO CITY OF DES MOINES CRITICAL AREA REGULATIONS

Motion is to adopt Draft Resolution No. 15-147 setting a public hearing on May 12, 2016 to consider Draft Ordinance No. 15-147 amending Chapters 16.10 and 16.20 DMMC.

Page 21 Item 3: MAYORAL APPOINTMENT TO THE HUMAN SERVICES ADVISORY COMMITTEE

Motion is to confirm the Mayoral appointment of Ms. Carolina Lucero to one two year term on the Human Services Advisory Committee, effective immediately and expiring on December 31, 2018.

Page 25 Item 4: DRAFT RESOLUTION NO. 16-027 SETTING A PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE 16-027 AMENDING ALLOWED USES AND DEVELOPMENT REGULATIONS FOR THE W-C WOODMONT COMMERCIAL ZONE
Motion is to adopt Draft Resolution No. 16-027 setting a public hearing on May 26, 2016, or as soon thereafter as the matter may be heard, to consider Draft Ordinance No. 16-027 amending allowed uses and development regulations for the W-C Woodmont Commercial Zone.

Page 55 Item 5: MUNICIPAL RESEARCH SERVICE CENTER FUNDING SUPPORT
Motion is to pass Draft Resolution No. 16-030, supporting continued adequate state funding of MRSC, with no conditions.

Page 61 Item 6: SURPLUS PROPERTY – VEHICLE, 2006 FORD FOCUS
Motion is to adopt Draft Resolution No. 16-040 declaring the vehicle identified in Attachment 1 as surplus and authorize disposal of said surplus vehicle by auction, trade-in, or scrap metal.

Page 67 Item 7: LOWER MASSEY CREEK IMPROVEMENTS (CHANNEL MODIFICATIONS) PROJECT-CONSTRUCTION CONTRACT AWARD
Motion 1 is to approve the award of the construction contract of the Lower Massey Creek Improvements Project to Reed Trucking and Excavating, Inc., in the amount of \$915,625.86 including sales tax, authorize a project contingency in the amount of \$92,000.00, and authorize the City Manager to sign said contract substantially in the form as submitted.

Motion 2 is to approve the Task Order Assignment with Tetra Tech, Inc. for construction management services associated with the Lower Massey Creek Improvements Project in the amount of \$183,048.00, authorize a contingency in the amount of \$18,000, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.

OLD BUSINESS

Page 107 Item 1: COMMUNICATIONS PLAN/NEIGHBORHOOD ADVISORY COUNCIL
Staff Presentation: City Manager Tony Piasecki

NEW BUSINESS

Page 141 Item 1: LOCAL GOVERNMENT 101, PART 5: PARKS, RECREATION & SENIOR SERVICES
Staff Presentation: Parks, Recreation & Senior Services Director Patrice Thorell

Page 149 Item 2: DRAFT ORDINANCE NO. 16-018; AUTOMATED RED-LIGHT RUNNING ENFORCEMENT CAMERAS
Staff Presentation: Engineering Services Manager Brandon Carver

NEXT MEETING DATE

April 7, 2016 City Council Regular Meeting

ADJOURNMENT

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Monthly Financial Report

FOR AGENDA OF: March 31, 2016

ATTACHMENTS:

DEPT. OF ORIGIN: Finance

- 1. City Council Monthly Financial Report

DATE SUBMITTED: March 24, 2016

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to provide an update on the city wide financial condition year to date through February 29, 2016.

Background

City Council has asked the Finance Department to provide a monthly update on the financial condition of the city. Attachment 1 provides the requested information.

Financial Impact

None.

Recommendation or Conclusion

None.

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CITY COUNCIL MONTHLY FINANCIAL REPORT

FEBRUARY 2016

GENERAL FUND MONTHLY REPORT

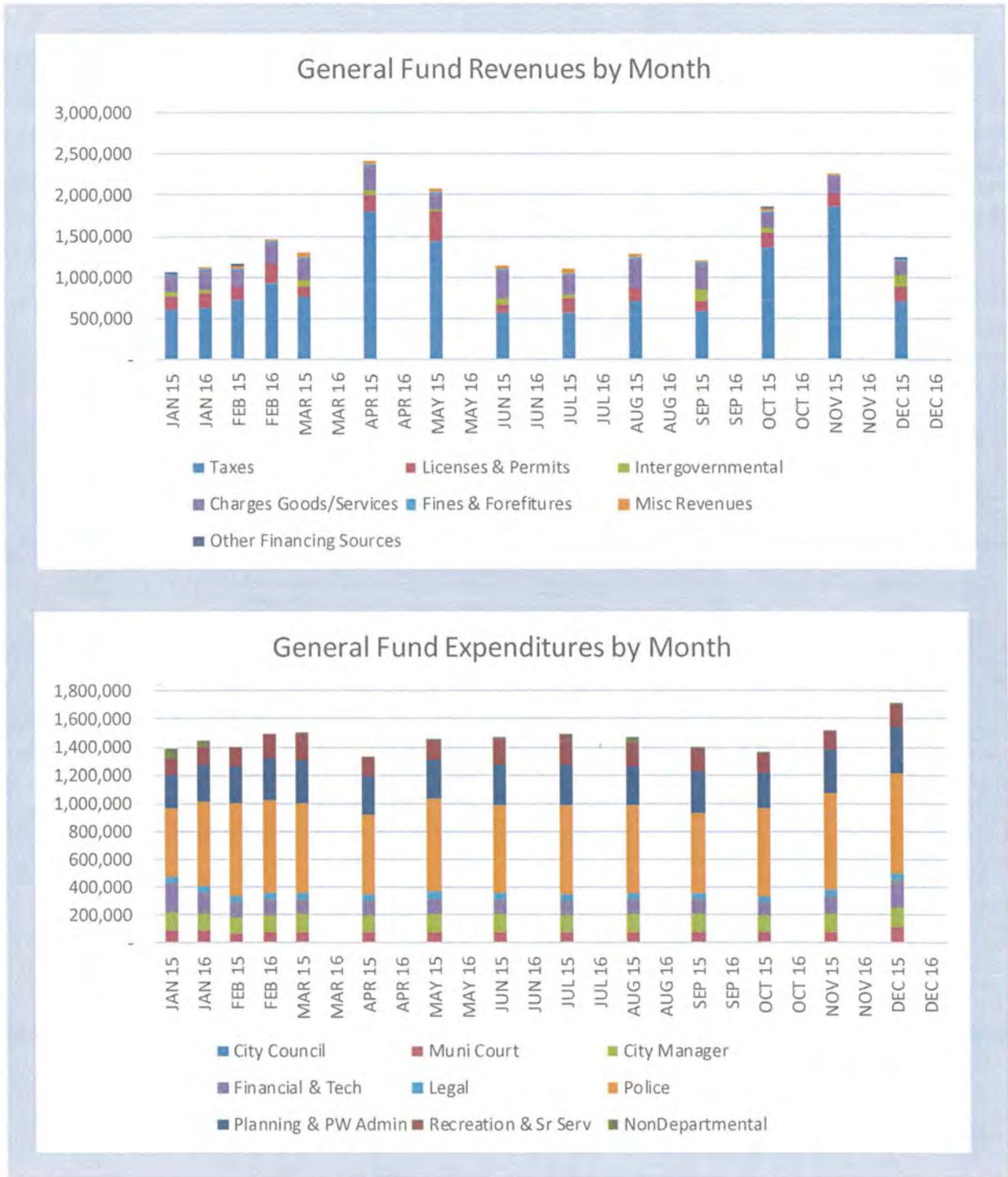
REVENUES & EXPENDITURES

FEBRUARY

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
REVENUES						
310 Taxes	12,514,977	1,540,956	12.3%	11,732,376	1,303,867	11.1%
320 Licenses & Permits	2,597,670	433,342	16.7%	2,048,118	318,975	15.6%
330 Intergovernmental	642,875	53,887	8.4%	680,664	51,176	7.5%
340 Charges Goods/Services	3,308,986	476,849	14.4%	2,938,642	408,663	13.9%
350 Fines & Foreitures	221,350	31,342	14.2%	237,702	41,485	17.5%
360 Misc Revenues	481,800	55,849	11.6%	369,181	28,825	7.8%
380 Other Financing Sources	-	-	-	24,570	1,953	7.9%
TOTAL	19,767,658	2,592,225	13.1%	18,031,253	2,154,944	12.0%
EXPENDITURES						
021 City Council	80,227	16,676	20.8%	65,728	6,015	9.2%
022 Muni Court	893,013	155,330	17.4%	954,950	161,075	16.9%
023 City Manager	1,553,576	243,092	15.6%	1,490,849	244,217	16.4%
024 Financial & Tech Services	1,638,355	259,224	15.8%	1,397,379	245,028	17.5%
026 Legal	590,111	96,953	16.4%	578,925	98,676	17.0%
030 Police	8,556,161	1,278,110	14.9%	7,578,932	1,191,536	15.7%
040 Plan, Bldg & PW Admin	3,578,116	536,950	15.0%	3,350,194	509,460	15.2%
045 Recr, Sr. Serv & Rentals	1,920,881	315,502	16.4%	1,903,281	267,759	14.1%
050 NonDepartmental	133,872	49,041	36.6%	121,877	64,990	53.3%
597 Transfers Out	286,440	-	0.0%	-	-	-
TOTAL	19,230,752	2,950,878	15.3%	17,442,115	2,788,756	16.0%
REVENUES MORE THAN OR (LESS THAN) EXPENDITURES	536,906	(358,653)		589,138	(633,812)	
<i>February is 2 months of 12</i>		<u>16.7%</u>				

Looking at 2015 % to date provides an indication of "normal" seasonality of revenues and expenditures. Information can be skewed by One-Time Revenues for either year. Looking at 2 months of 12 (16.7%) gives a bench mark if activity occurred evenly throughout the year.

- The above revenues include both ON-GOING and ONE-TIME revenues. See graphs below for monthly tax revenue information.
- Intergovernmental revenues generally come from the state quarterly (but not all in the same months). E.g. liquor tax sharing, city assistance, marijuana tax sharing, etc. So low % is expected.
- Misc. Revenues includes facility rentals, interest, etc.
- City Council Expenditures reflect more meetings earlier in the year than in 2015.
- NonDepartmental includes annual pay-outs for organizations (AWC, Pollution Control, etc.)
- Police may need a supplemental budget as the Original Budget assumed Police gave up their Holiday Pay as part of furlough. This didn't happen so \$80K budget adjustment is likely.



- The above graphs INCLUDE both ON-GOING and ONE-TIME revenues and expenditures.



- February 2016 revenues approximately equal expenditures. **Question:** Last year the gap between revenues and expenditures was more. Is this improvement sustainable? **Answer:** This is a good start and is only slightly affected by timing differences. There is about \$74K of one time money \$42K land clearing permit (100% of budget) included in the revenue amounts. The 2016 Budget anticipates higher costs for every month as 2016 includes contributions to capital replacements which were not included in the 2015 budget. The higher costs are expected to be covered by higher revenues generated from tax increases and fee rate increases. Thus the shape of the year is likely to be similar but both revenue and expense amounts will be more than the prior year.

2016 YTD Compared to 2015 YTD: **8,568** **13.6%**

	2016	2015	2014	% Mo Chg
Jan	9,718	7,766	11,423	25.1%
Feb	62,078	55,462	57,840	11.9%
Mar		159,802	215,499	
Apr		1,214,531	615,905	
May		834,623	981,322	
Jun		34,134	26,089	
Jul		12,380	12,065	
Aug		15,762	7,950	
Sep		76,908	60,275	
Oct		723,002	1,207,885	
Nov		1,054,756	316,753	
Dec		29,206	40,485	
Totals	71,796	4,218,332	3,553,491	

2016 YTD Compared to Annual Budget: **4,573,530** **1.6%**



2016 YTD Compared to 2015 YTD: **32,880** **9.6%**

	2016	2015	2014	% Mo Chg
Jan	166,482	148,542	126,879	12.1%
Feb	207,580	192,640	153,733	7.8%
Mar		144,525	134,800	
Apr		135,180	132,043	
May		166,575	146,468	
Jun		167,671	147,711	
Jul		176,608	147,093	
Aug		200,510	159,385	
Sep		179,594	166,522	
Oct		178,690	171,951	
Nov		181,241	171,692	
Dec		174,869	152,640	
Totals	374,062	2,046,645	1,810,917	

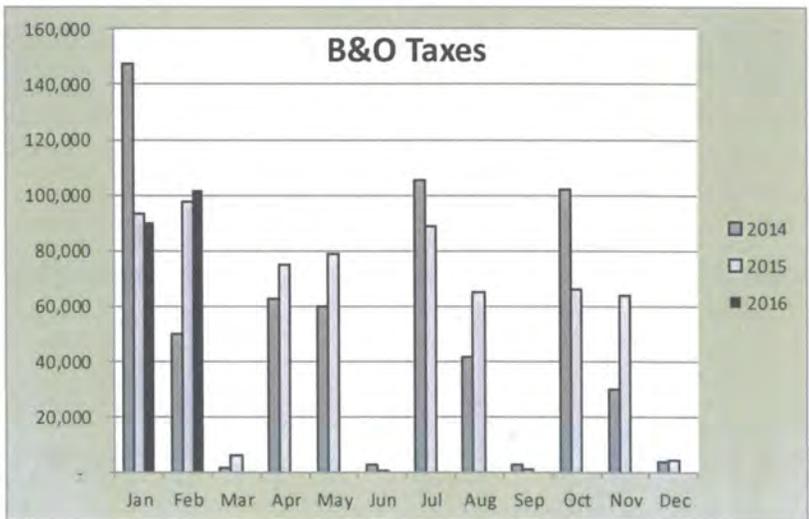
2016 YTD Compared to Annual Budget: **2,141,030** **17.5%**



2016 YTD Compared to 2015 YTD: **590** **0.3%**

	2016	2015	2014	% Mo Chg
Jan	89,942	93,389	147,677	-3.7%
Feb	101,825	97,788	49,873	4.1%
Mar		6,095	1,493	
Apr		75,027	62,741	
May		78,927	59,921	
Jun		745	2,971	
Jul		88,597	105,554	
Aug		64,797	41,690	
Sep		1,192	2,890	
Oct		66,238	102,251	
Nov		63,614	30,155	
Dec		4,682	4,108	
Totals	191,767	641,091	611,324	

2016 YTD Compared to Annual Budget: **640,000** **30.0%**

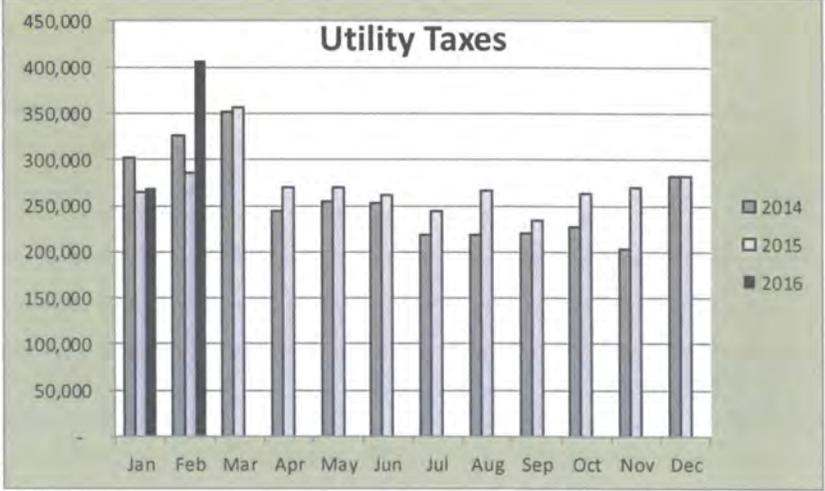


- All revenues sources shown above go to the General Fund.
- The Tax revenue shown in the above graphs EXCLUDE ONE-TIME REVENUES for all years.

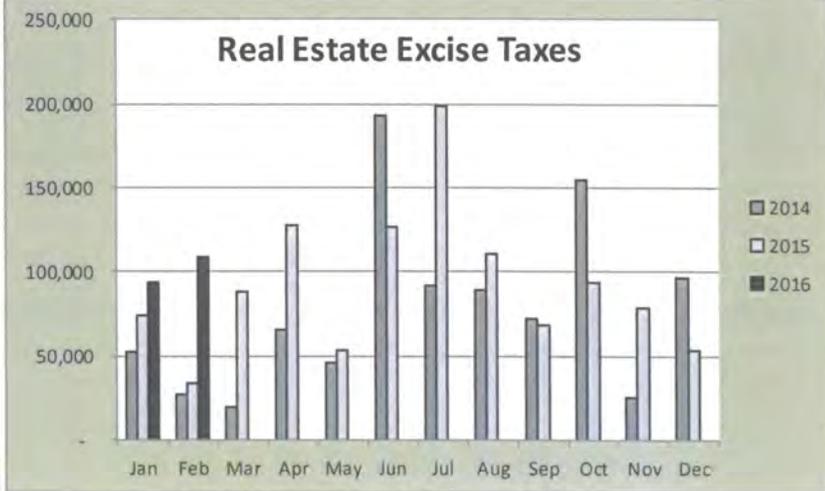
2016 YTD Compared to 2015 YTD:		3,472	1.9%	
	2016	2015	2014	% Mo Chg
Jan	113,463	112,750	104,055	0.6%
Feb	73,834	71,075	73,165	3.9%
Mar		57,924	56,436	
Apr		116,879	108,097	
May		74,423	70,303	
Jun		60,470	54,540	
Jul		99,070	106,309	
Aug		77,663	73,166	
Sep		64,435	55,862	
Oct		113,761	109,105	
Nov		74,997	69,418	
Dec		40,908	53,544	
Totals	187,297	964,355	934,000	
2016 YTD Compared to Annual Budget:		996,000	18.8%	



2016 YTD Compared to 2015 YTD:		125,950	22.9%	
	2016	2015	2014	% Mo Chg
Jan	268,859	264,911	302,063	1.5%
Feb	406,342	284,340	326,082	42.9%
Mar		357,130	351,131	
Apr		270,479	243,314	
May		269,809	254,925	
Jun		260,950	251,914	
Jul		243,353	217,888	
Aug		265,630	218,164	
Sep		233,833	219,620	
Oct		263,509	226,349	
Nov		269,275	203,122	
Dec		281,830	280,978	
Totals	675,201	3,265,049	3,095,550	
2016 YTD Compared to Annual Budget:		3,722,352	18.1%	



2016 YTD Compared to Annual Budget:		94,796	87.6%	
	2016	2015	2014	% Mo Chg
Jan	93,909	74,382	52,276	26.3%
Feb	109,153	33,884	26,826	222.1%
Mar		88,020	19,742	
Apr		127,450	66,103	
May		53,190	46,430	
Jun		127,038	193,059	
Jul		199,170	91,941	
Aug		110,322	88,753	
Sep		68,647	72,437	
Oct		93,478	154,557	
Nov		78,694	25,792	
Dec		53,220	96,222	
Totals	203,062	1,107,495	934,138	
2016 YTD Compared to Annual Budget:		984,520	20.6%	



- Real Estate Excise Taxes go to the Construction Fund and not the General Fund. All other revenues sources shown above go to the General Fund.
- The Tax revenue shown in the above graphs EXCLUDE ONE-TIME REVENUES for all years.

SPECIAL REVENUE FUNDS MONTHLY REPORT
FEBRUARY

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
STREETS						
Begin Fund Balance	273,872	273,872		240,555	240,555	
Revenues	1,532,000	192,178	13%	1,254,492	172,307	14%
Expenditures	1,494,294	188,255	13%	1,221,175	155,160	13%
Net Activity	37,706	3,923		33,317	17,147	
Ending Fund Balance	311,578	277,795		273,872	257,702	
ARTERIAL PAVEMENT						
Begin Fund Balance	-	-		-	-	
Revenues	15,000	-	0%	-	-	
Expenditures	15,000	-	0%	-	-	
Net Activity	-	-		-	-	
Ending Fund Balance	-	-		-	-	
POLICE DRUG SEIZURE						
Begin Fund Balance	10,342	10,342		7,546	7,546	
Revenues	500	6	1%	25,640	23,625	92%
Expenditures	6,000	-	0%	22,844	-	0%
Net Activity	(5,500)	6		2,796	23,625	
Ending Fund Balance	4,842	10,348		10,342	31,171	
HOTEL/MOTEL TAX						
Begin Fund Balance	9,593	9,593		8,161	8,161	
Revenues	84,000	3,696	4%	27,678	3,425	12%
Expenditures	80,000	2,210	3%	26,246	3,077	12%
Net Activity	4,000	1,486		1,432	348	
Ending Fund Balance	13,593	11,079		9,593	8,509	
REDONDO ZONE						
Begin Fund Balance	22,064	22,064		-	-	
Revenues	53,750	2,240	4%	101,235	3,085	3%
Expenditures	58,597	9,949	17%	79,171	6,250	8%
Net Activity	(4,847)	(7,709)		22,064	(3,165)	
Ending Fund Balance	17,217	14,355		22,064	(3,165)	

- 2016 includes computer replacement and computer maintenance costs for parking systems. This is an area of concern as parking revenues will need to be increased in order to cover operating costs and provide funding for area related capital improvements.

SPECIAL REVENUE FUNDS MONTHLY REPORT
FEBRUARY

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
142 AUTOMATION FEES						
Begin Fund Balance	22,985	22,985		-	-	
Revenues	100,000	16,035	16%	22,985	3,345	15%
Expenditures	96,726	26,426	27%	-	-	
Net Activity	3,274	(10,391)		22,985	3,345	
Ending Fund Balance	26,259	12,594		22,985	3,345	
180 ABATEMENT						
Begin Fund Balance	1,350	1,350		-	-	
Revenues	500	-	0%	1,350	-	0%
Expenditures	200	139	70%	-	-	
Net Activity	300	(139)		1,350	-	
Ending Fund Balance	1,650	1,211		1,350	-	
190 (ASE) AUTOMATED SPEED ENFORCEMENT						
Begin Fund Balance		-			-	
Revenues	356,000	62,601	18%	362,149	67,685	19%
Expenditures	411,914	25,424	6%	297,760	43,909	15%
Net Activity	(55,914)	37,177		64,389	23,776	
Ending Fund Balance	(55,914)	37,177		64,389	23,776	
199 (TBD) TRANSPORTATION BENEFIT DISTRICT						
Begin Fund Balance	48,160	48,160		-	-	
Revenues	880,000	69,810	8%	456,831	67,441	15%
Expenditures	434,200	70,172	16%	408,671	63,233	15%
Net Activity	445,800	(362)		48,160	4,208	
Ending Fund Balance	493,960	47,798		48,160	4,208	

February is 2 months of 12

17%

Special Revenue funds are volatile by their nature for both revenue and spending patterns. The TBD will need a supplemental budget adjustment for expenditures. The Original Budget for expenditures only included the first \$20 of car tab spending. The new, additional \$20 was included in revenues but not in the budget. Revenues for the new \$20 are expected to start in March or April.

DEBT SERVICE FUNDS MONTHLY REPORT
FEBRUARY

	2016 Budget <u>Annual</u>	2016 Actual <u>Year to Date</u>	%	2015 Actual <u>Annual</u>	2015 Actual <u>Year to Date</u>	%
201 REET 1 ELIGIBLE DEBT SERVICE						
Begin Fund Balance	29,857	14,900		15,264	15,264	
Revenues	140,410	22,738	16%	132,659	2	0%
Expenditures	142,117	663	0%	133,023	-	0%
Net Activity	<u>(1,707)</u>	<u>22,075</u>		<u>(364)</u>	<u>2</u>	
Ending Fund Balance	<u>28,150</u>	<u>36,975</u>		<u>14,900</u>	<u>15,266</u>	
202 REET 2 ELIGIBLE DEBT SERVICE						
Begin Fund Balance	15,298	21,245		21,157	21,157	
Revenues	264,855	42,154	16%	252,459	-	0%
Expenditures	264,855	1,990	1%	252,371	-	0%
Net Activity	<u>-</u>	<u>40,164</u>		<u>88</u>	<u>-</u>	
Ending Fund Balance	<u>15,298</u>	<u>61,409</u>		<u>21,245</u>	<u>21,157</u>	

Expenditure activity reflects monthly charge for General Fund Administrative Services. In prior years Debt Service funds were not assessed their related costs for General Fund Admin Services.

MARINA FUND 401 OPERATIONS MONTHLY REPORT
 (Budget Basis/Working Capital Basis)
 FEBRUARY

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
REVENUES						
Intergov't Grants				38,729	38,729	100.0%
Charges Goods & Services	105,037	24,946	23.7%	105,167	26,822	25.5%
Fuel Sales	1,103,986	37,158	3.4%	1,060,735	92,969	8.8%
Fines & Foreitures	15,220	3,211	21.1%	17,716	1,393	7.9%
Moorage, Parking & Misc	2,874,307	428,881	14.9%	2,792,606	428,822	15.4%
Interfund Maint Services	25,000	6,725	26.9%	34,940		
TOTAL	4,123,550	500,921	12.1%	4,049,893	588,735	14.5%
<i>Fuel gallons sold</i>	<i>420,609</i>	<i>22,641</i>		<i>404,432</i>	<i>41,034</i>	<i>10.1%</i>
EXPENDITURES						
Salaries	651,693	87,382	13.4%	609,486	100,052	16.4%
Benefits	271,946	38,301	14.1%	247,773	41,959	16.9%
Supplies	168,850	24,711	14.6%	147,313	32,943	22.4%
Fuel Purchases	949,368	25,212	2.7%	901,648	88,847	9.9%
Services	876,082	104,523	11.9%	817,501	105,221	12.9%
Capital	-			7,286		
Capital Transfers	250,000			-		
Debt Transfers	819,830	136,638	16.7%	821,216	136,869	16.7%
TOTAL	3,987,769	416,767	10.5%	3,552,223	505,891	14.2%
REVENUES MORE THAN OR (LESS THAN) EXPENDITURES	135,781	84,154		497,670	82,844	
Ending Cash & Investments		1,205,019			1,027,506	
Min Reserves - 20%		747,554				
Avail to Xfer to Dock Replace		207,465				
<i>February is 2 month of 12</i>		<u>16.7%</u>				
<i>Fuel Profit (using COGS)</i>		<u>4,770</u>			<u>6,339</u>	

SWM FUND 450 OPERATIONS MONTHLY REPORT
 (Budget Basis/Working Capital Basis)
 FEBRUARY

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
REVENUES						
Intergov't Grants						
Charges Goods & Services	3,264,518	56,007	1.7%	2,756,227	29,219	1.1%
Interest & Miscellaneous	2,000	950	47.5%	14,439		0.0%
TOTAL	3,266,518	56,957	1.7%	2,770,666	29,219	1.1%

EXPENDITURES

Salaries	799,230	139,730	17.5%	761,468	130,613	17.2%
Benefits	393,022	62,287	15.8%	342,924	53,907	15.7%
Supplies	75,300	3,758	5.0%	39,127	4,809	12.3%
Services	1,375,804	190,749	13.9%	1,077,055	154,233	14.3%
Capital				27,698		0.0%
Capital Transfers				108,498		0.0%
TOTAL	2,643,356	396,524	15.0%	2,356,770	343,562	14.6%

**REVENUES MORE THAN OR
 (LESS THAN) EXPENDITURES**

	<u>623,162</u>	<u>(339,567)</u>		<u>413,896</u>	<u>(314,343)</u>
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Ending Cash & Investments		1,206,394			<u>714,693</u>
Min Reserves - 10% Revenues		<u>326,652</u>			
Waiting for CIP Xfer to Fund 451		<u>879,742</u>			

February is 2 months of 12 16.7%

INTERNAL SERVICE FUNDS MONTHLY REPORT

(Budget Basis/Working Capital Basis)

FEBRUARY

	2016 Budget Annual	2016 Actual Year to Date	%	2015 Actual Annual	2015 Actual Year to Date	%
500 EQUIPMENT RENTAL OPS						
Begin Fund Balance	43,756	239,158		198,523	198,523	
Revenues	602,215	82,407	14%	526,482	80,183	15%
Expenditures	545,245	47,630	9%	485,847	71,003	15%
Net Activity	56,970	34,777		40,635	9,180	
Ending Fund Balance	100,726	273,935		239,158	207,703	
501 EQUIPMENT RENTAL REPLACE						
Begin Fund Balance	1,424,750	1,618,468		1,628,405	1,628,405	
Revenues	865,334	144,719	17%	462,364	48,354	10%
Expenditures	851,860	351,360	41%	472,301	-	0%
Net Activity	13,474	(206,641)		(9,937)	48,354	
Ending Fund Balance	1,438,224	1,411,827		1,618,468	1,676,759	
506 FACILITY MAJOR REPAIRS						
Begin Fund Balance	65,423	53,339		166,401	166,401	
Revenues	75,830	12,703	17%	102,760	12,639	12%
Expenditures	79,000	-	0%	215,822	2,771	1%
Net Activity	(3,170)	12,703		(113,062)	9,868	
Ending Fund Balance	62,253	66,042		53,339	176,269	
511 COMPUTER REPLACEMENT						
Begin Fund Balance	126,766	271,177		317,436	317,436	
Revenues	401,207	66,970	17%	162,084	21,277	13%
Expenditures	262,540	6,029	2%	208,343	5,199	2%
Net Activity	138,667	60,941		(46,259)	16,078	
Ending Fund Balance	265,433	332,118		271,177	333,514	
520 SELF INSURANCE						
Begin Fund Balance	99,622	138,795		150,014	150,014	
Revenues	828,455	138,824	17%	637,551	106,229	17%
Expenditures	666,660	546,447	82%	648,770	531,796	82%
Net Activity	161,795	(407,623)		(11,219)	(425,567)	
Ending Fund Balance	261,417	(268,828)		138,795	(275,553)	
530 UNEMPLOY INSURANCE						
Begin Fund Balance	322,817	338,159		284,467	284,467	
Revenues	58,435	9,425	16%	56,143	9,189	16%
Expenditures	75,000	-	0%	2,451	-	0%
Net Activity	(16,565)	9,425		53,692	9,189	
Ending Fund Balance	306,252	347,584		338,159	293,656	

February is 2 months of 12

17%

- Fund 500 Equip Rental Ops Revenues are less than 17% due to interfund fuel sales which fluctuate.
- Fund 500 Equip Rental Ops Expenses are less than 17% due to vacant position and lower fuel costs.
- Fund 501 Equipment Replacement purchase was for Camel Flush Truck.

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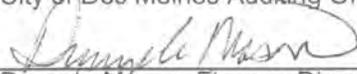
CITY OF DES MOINES
Voucher Certification Approval
31-Mar-16
Auditing Officer Certification

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 **Mar 31, 2016** 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:

through March 22nd

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



 Dunyele Mason, Finance Director

	# From		# To	Amounts
Claims Vouchers:				
Total A/P Checks/Vouchers	146168	-	146354	715,264.16
Electronic Wire Transfers	677	-	681	162,285.87
Electronic Wire Transfers	683		686	146,528.69
Total claims paid				1,024,078.72
Payroll Vouchers				
Payroll Checks	18773	-	18778	7,846.12
Direct Deposit	110001	-	110155	273,489.85
Payroll Checks		-		
Direct Deposit		-		
Payroll Checks		-		
Direct Deposit		-		
Total Paychecks/Direct Deposits paid				281,335.97
Total checks and wires for A/P & Payroll				1,305,414.69

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Resolution setting a Public Hearing relating to the update to City of Des Moines Critical Area Regulations

FOR AGENDA OF: March 31, 2016

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: March 23, 2016

ATTACHMENTS:

- 1. Draft Resolution No. 15-147

CLEARANCES?

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL:

Purpose and Recommendation

The purpose of this agenda item is for City Council to consider Draft Resolution No. 15-147 (Attachment 1), that will set a public hearing date to consider Draft Ordinance No. 15-147 relating to the periodic review and update of the development code and specifically the environmentally critical area regulations codified in Chapters 16.10 and 16.20 of the Des Moines Municipal Code (DMMC). The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: “I move to adopt Draft Resolution No. 15-147 setting a public hearing on May 12, 2016 to consider Draft Ordinance No. 15-147 amending Chapters 16.10 and 16.20 DMMC.”

Background

The Growth Management Act requires that development code be reviewed and updated during the comprehensive plan periodic review process which was completed in 2015. Pursuant to RCW 36.70A.130, this periodic review and update is necessary to ensure that the City’s development

regulations reflect current laws. Jurisdictions have been given until June 30, 2016 to complete the review of their development regulations.

Discussion

The Des Moines Critical Areas Ordinance (CAO), Shoreline Master Program (SMP) and Frequently Flooded Areas regulations were reviewed for consistency with the 2014 changes to the Washington Department of Ecology (Ecology) wetland classification and rating system, and the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs) and designations. As a result of this review minor updates to the City's Environmentally Critical Areas regulations are necessary. The proposed amendments update references to the state wetlands ratings manual and the wetlands delineation manual, as well as habitat scores and mitigation ratios to reflect changes in State Law and reflect best available science.

Because the City's SMP adopts the critical areas regulations by reference, the SMP was also reviewed for consistency with the update. A minor update in the form of an errata sheet is proposed to correct code references to the CAO.

Alternatives

The City Council may:

1. Adopt the proposed Draft Resolution.
2. Adopt the proposed Draft Resolution with a different hearing date.
3. Decline to adopt the Draft Resolution.

Financial Impact

Failure to meet 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

Staff recommends Council set the public hearing for consideration of Draft Ordinance No. 15-147.

CITY ATTORNEY'S FIRST DRAFT 03/23/2016

DRAFT RESOLUTION NO. 15-147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider Draft Ordinance No. 15-147 amending the City of Des Moines development regulations relating to the protection and regulation of environmentally critical areas to ensure compliance with the Washington State Growth Management Act (chapter 36.70A RCW); amending Chapter 16.10 Environmentally Critical Areas to add definitions and update document references, wetland habitat scores, and wetlands mitigation requirements, and amending Chapter 16.20 Shoreline Master Program to add an errata sheet; and finding that the revised development regulations meet the statutory requirements of RCW 36.70A.130(1).

WHEREAS, the Department of Ecology updated the Washington State Wetland Rating System in 2014 to provide a more accurate rating of wetlands based on best available science, and

WHEREAS, The Department of Ecology repealed the state delineation manual and replaced it with the approved federal wetland delineation manual and applicable regional supplements, and

WHEREAS, chapter 16.10 DMMC is not consistent with the updated ratings system and delineation manual, and

WHEREAS, The chapter 16.20 DMMC, *Shoreline Master Program*" is not consistent with the updated ratings system and delineation manual, and

WHEREAS, the City Council is considering amendments to Title 16 DMMC, *Environment*, and

WHEREAS, a public hearing is necessary to receive public comment regarding this proposal, and

WHEREAS, a public hearing is required for adoption of an ordinance which amends a portion of the Title 16 DMMC, *Environment*; now therefore,

Resolution No. 15-147
Page 2 of 2

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

The matter of amendments to Title 16 relating to environmentally critical area regulations is set for a public hearing before the City Council on Thursday, May 12, 2016, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, Suite B, Des Moines, Washington.

ADOPTED BY the City Council of the City of Des Moines, Washington this 31st day of March, 2016 and signed in authentication thereof this ____ day of _____, 2016.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
Mayoral Appointment to the Human
Services Advisory Committee

ATTACHMENTS:
Human Services Advisory Committee
Application

FOR AGENDA OF: March 31, 2016

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

DATE SUBMITTED: March 24, 2016

CLEARANCES:

Legal 

Finance _____

Marina _____

Parks, Recreation & Senior Services 

Planning, Building & Public Works _____

Police _____

Courts _____

**APPROVED BY THE CITY MANAGER
FOR SUBMITTAL:** 

Purpose and Recommendation

The purpose of this agenda item is to recommend City Council confirmation of one Mayoral appointment to the City of Des Moines Human Services Advisory Committee.

Suggested Motion

"I move to confirm the Mayoral appointment of Ms. Carolina Lucero to one two year term on the Human Services Advisory Committee, effective immediately and expiring on December 31, 2018.

Background

The City Council adopted Ordinance No. 1047 establishing the Human Services Advisory Committee in February 1993. The ordinance details the powers, duties, membership, and meeting requirements for the Human Services Advisory Committee. The Committee is chartered with evaluating and recommending annual funding for human services agency requests submitted to the City. The Committee consists of seven members. Two of the members of the Committee need not be residents of the City. The Committee terms are for two years and members may be appointed for up to two terms.

Discussion

Ms. Carolina Lucero seeks appointment to the committee to fill one vacancy by a committee member who completed two full terms.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

Des Moines Administration recommends the Mayoral appointment of Ms. Carolina Lucero to one two year term on the Human Services Advisory Committee.



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

Recvd. _____

Please Check

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

NAME: Carolina Lucero
 ADDRESS: 413 S. 284th St.
 CITY, ZIP: Des Moines, WA 98198
 PHONE: Home Call - 206-349-4290 Work 206-
 LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 26 yrs.
 Email address: Sanchezylucero@comcast.net
 REGISTERED VOTER? Yes
 EMPLOYMENT SUMMARY LAST FIVE YEARS: Sea Mar Community Health Centers since 1985. Position: Senior Vice-President

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.

1. Why do you wish to serve in this capacity and what can you contribute? I have extensive experience - 30+ years - in working in a Health & Human Services organization that provides a very comprehensive array of services i.e. - Medical, dental, Behavioral, Preventive Health, Housing, long term care, childcare, etc. to people throughout WA state.

2. What problems, programs or improvements are you most interest in? All Health & Human Service Needs - & the impacts of social determinants of health on those needs.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously. None

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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: Draft Resolution No. 16-027 Setting Public Hearing to consider Draft Ordinance 16-027 amending allowed uses and development regulations for the W-C Woodmont Commercial Zone

ATTACHMENTS:

1. Draft Resolution No. 16-027 Setting a Public Hearing Date for Draft Ordinance No. 16-027
2. Draft Ordinance No. 16-027 Amending the W-C- Woodmont Commercial Zone
3. Valley Cities Press Release (2/19/2016)
4. Valley Cities Letter (3/10/2016)

FOR AGENDA OF: March 31, 2016

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: March 22, 2016

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this Agenda Item is for the City Council to consider Draft Resolution No. 16-027 (Attachment 1) which will set a public hearing date for the consideration of Draft Ordinance No. 16-027 (Attachment 2) that would amend the Des Moines Municipal Code Table 18.52.010B Commercial Zone Primary Uses to allow mixed use within the W-C Woodmont Commercial Zone, and amend development regulations for the W-C Woodmont Commercial Zone in chapters 18.127.030, 18,127.060, 18.127.070 and 18.210.090 DMMC. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to adopt Draft Resolution No. 16-027 setting a public hearing on May 26, 2016, or as soon thereafter as the matter may be heard, to consider Draft Ordinance No. 16-027 amending allowed uses and development regulations for the W-C Woodmont Commercial Zone."

Background

The Pacific Highway South Corridor is a key commercial area where significant private and public investment have been, are being, and will be made in the near future that support the City of Des Moines

goals of fostering economic development, creating jobs, and increasing revenues. This commercial corridor includes Midway (Kent-Des Moines Road to South 272nd Street).

Midway is influenced by planning and development efforts underway by Sound Transit, King County Metro, Highline College, the Cities of Des Moines, Kent and Federal Way, the Washington State Department of Transportation, Healthpoint, Sea Mar, and Growing Transit Communities. As such, Des Moines has an opportunity to influence decisions that will be made in the near future by having the planning, policy and regulatory framework in place that best represents the City's vision as to how it wants this area to develop to support the City economically and support the following significant transportation improvements in these areas:

- Sound Transit's Federal Way Link Extension
- Metro's RapidRide
- WSDOT's SR509/I-5 Freight Mobility Project
- Metro's Transit Center at Highline College

In early 2014, the City Council directed staff to evaluate existing land use and zoning along the Pacific Highway South corridor and identify opportunities to create more appropriate development regulations under the direction of the Finance and Economic Development Committee.

Throughout 2014, the City completed subarea planning for the Pacific Highway South/South 240th Street Node that included rezoning properties from the Highway Commercial (H-C) Zone to the new Transit Commercial (T-C) Zone, and the creation of new preferred land use designations that were adopted with the 2015 Comprehensive Plan update. For the area around South 240th Street.

In late 2014, Staff discussions with the Council Finance and Economic Development Committee focused on changes to development regulations to the C-C Community Commercial Zone in the Woodmont Neighborhood, and included discussion of higher density and mixed use proposals for the area along Pacific Highway South and at the South 272nd Street node to match those found in the T-C zone in anticipation of a light rail station in the vicinity. The zone for this area was subsequently renamed to W-C Woodmont Commercial Zone in order to differentiate this area from C-C zoned properties in the Redondo Neighborhood.

In early 2015, the City Council enacted Ordinance 1618-A, setting development regulations for the W-C Woodmont Commercial Zone. One of the policy questions raised at that time was if "mixed use" should be an allowed as a permitted use in the W-C Zone as it was in the C-C Zone. At that time, the Council direction was not to include mixed use.

Since that time, there has been more interest in providing mixed use in this area, including interest from Sound Transit, as a means to foster transit oriented development near the 272nd Street Station area. Sound Transit held a meeting on March 8th, 2016 to discuss transit oriented development around the South 272nd Street node.

According to the February 19, 2016 press release by Valley Cities (Attachment 3), they have signed an agreement with a potential buyer (Michael Lai) for their Woodmont property. On March 10, 2016, The City received a letter from Valley Cities formally withdrawing the Conditional Use Permit LUA 2014-0038, and supporting the addition of mixed use in the Woodmont Commercial Zone south of South 268th Street (Attachment 4).

Discussion

The proposed ordinance focuses on amendments to the W-C Zone to include “mixed use” as a permitted use south of South 268th Street, and to increase building heights from 55 feet to 65 feet in that area of the zone south of South 268th Street.

These proposals build upon and reflect the work completed during the *Envision Midway* project working closely with staff from Sound Transit, the City of Kent, Highline College, property and business owners, and residents adjacent to the corridor. It reflects what was heard from stakeholders during *Envision Midway* and complements the new Transit Community Zone to finalize the subarea plan for the Midway area that includes: improving development regulations; creating overlay zones around future and potential light rail station areas; developing informative but not overly restrictive design guidelines; capital improvement plans; and funding strategies.

Alternatives

The City Council may:

1. Adopt the proposed Draft Resolution.
2. Adopt the proposed Draft Resolution with a different hearing date.
3. Decline to adopt the Draft Resolution and remand the Draft Ordinance 16-027 back to the Finance and Economic Development Committee for further work.

Financial Impact

N/A

Recommendation or Conclusion

None.

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CITY ATTORNEY'S FIRST DRAFT 3/10/2016

DRAFT RESOLUTION NO. 16-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, setting a public hearing to consider Draft Ordinance No. 16-027 amending the Des Moines Municipal Code Table 18.52.010B Commercial Zone Primary Uses to allow mixed use within the W-C Woodmont Commercial Zone, and amending development regulations for the W-C Woodmont Commercial Zone in chapters 18.127.030, 18.127.060, 18.127.070 and 18.210.090 DMMC.

WHEREAS, the City Council directed City staff to prepare an ordinance for its consideration that amends Table 18.52.010B Commercial Zones Primary Uses to allow mixed use as a permitted use in the W-C Woodmont Commercial Zone, and to amend the development regulations for the W-C Woodmont Commercial Zone in Chapters 18.127 and 18.210, and

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

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

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

The matter of amendments to chapter 18.52.010B DMMC, chapter 18.127 and chapter 18.210 for the W-C Woodmont Commercial zone, is set for a public hearing before the City Council on Thursday, May 26, 2016, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, Suite B, Des Moines, Washington.

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

M A Y O R

Resolution No. ____
Page 2 of ____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CITY ATTORNEY'S FIRST DRAFT 3/10/2016

DRAFT ORDINANCE NO. 16-027

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON amending the Des Moines Municipal Code Table 18.52.010B Commercial Zone Primary Uses to allow mixed use within the W-C Woodmont Commercial Zone, and amending development regulations for the W-C Woodmont Commercial Zone in chapters 18.127.030, 18.127.060, 18.127.070 and 18.210.090 DMMC.

WHEREAS, in 2008 the cities of Des Moines and Kent initiated *Envision Midway*, a joint planning effort for the Midway-Woodmont area from Kent-Des Moines Road to South 272nd Street, and

WHEREAS, in 2009, Des Moines adopted Comprehensive Plan Strategy 2-04-12 that directs the City to prepare a subarea plan/s, prepare zoning amendments and prepare design guidelines for the light rail station areas to be located within the South Des Moines and Woodmont Neighborhoods, considering the joint planning with the City of Kent on the Midway area, and

WHEREAS, Transportation Element Public Transit Strategies 3-05-04 (7) supports the Sound Transit light rail (LRT) station(s) in the Pacific Ridge, Midway and Woodmont areas on Pacific Highway South, (10) directs the City to work with Sound Transit on station area planning for the Midway and South 272nd Street stations, and (11) directs the City to coordinate with the City of Kent for the Midway subarea, and

WHEREAS, Parks, Recreation and Open Space Strategy 6-02-04 identifies the Pacific Highway Business Districts in Midway, East Woodmont and Redondo as opportunities for interconnections between economic and recreational expansion and for the establishment of other recreational facilities for Des Moines citizens, and

WHEREAS, the City of Kent completed their planning work and updated their development regulations for this area in 2011, and

WHEREAS, on January 9, 2014, the City Council directed City staff to evaluate existing land use and zoning along the Pacific Highway South corridor and identify opportunities to create more appropriate development regulations under the direction of the Finance and Economic Development Committee, and

Ordinance No. _____
 Page 2 of 19

WHEREAS, on June 26, 2014, the City Council enacted Ordinance No. 1601 thereby establishing new Transit Community Zone development regulations for that portion of the corridor between Kent-Des Moines Road and South 252nd Street, and

WHEREAS, the City Council supports commercial and higher density redevelopment along Pacific Highway South in the area between South 252nd Street and South 272nd Street to complement the new Transit Community Zone created by Ordinance No. 1601, and

WHEREAS, on March 12, 2015, the City Council enacted Ordinance No. 1618-A establishing development regulations for the Woodmont Commercial Zone for that portion of the corridor between South 252nd Street and South 272nd Street, and

WHEREAS, the current Woodmont Commercial zoning along Pacific Highway South was designed to capitalize on the 33,000 cars per day which use Pacific Highway South, but does not capitalize on transit oriented development opportunities related to the extension of Link Light Rail and Station to be located in the South 272nd Street vicinity in the near future, and

WHEREAS, the City Council directed City staff to prepare an Ordinance for its consideration which would increase density and allow for mixed use developments for the portion of the Woodmont Commercial zone south of South 268th Street, and

WHEREAS, the Planning, Building and Public Works Director acting as the SEPA responsible official reviewed this proposed non-project action and determined that the proposed textual code amendments are within the scope of the existing environmental documents and fulfilled the SEPA requirements established by chapter 197-11 WAC and chapter 165.04 DMMC pursuant to WAC 197-11-600 and DMMC 16.04.108, and

WHEREAS, pursuant to DMMC 18.20.080A, amendment of the Zoning Code (Title 18 DMMC) is a legislative (Type VI) land use decision, and

WHEREAS, pursuant to DMMC 18.20.210 amendments to the Zoning Code (Title 18 DMMC) require the City Council to conduct a

Ordinance No. ____
Page 3 of 19

public hearing to receive public comment regarding this proposal, and

WHEREAS, DMMC 18.30.100(3) requires that the date of the public hearing to consider amendments to Title 18 DMMC be set by motion of the City Council, and

WHEREAS, the City Council set the date for the public hearing by Resolution No. _____, fixing the public hearing for _____, 2016 as required, and

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

WHEREAS, notice of the public hearing was issued on _____, 2016 in accordance with the DMMC, and

WHEREAS, a public hearing was held on _____, 2016 where all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the amendments contained in Draft Ordinance 16-027 are appropriate and necessary; now therefore,

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

SEC. 1. DMMC 18.127.030 Purpose, and section 3 of Ordinance No. 1618-A are amended to read as follows:

The W-C Commercial Zone is primarily intended to enhance, promote and maintain commercial business areas, and to ensure land use compatibility among businesses in terms of permitted uses, building height, bulk, and scale; to provide a commercial area that reflects its commercial-oriented function; to serve the general public; and to ensure that development occurs consistent with the goals, policies, and implementation strategies of the City of Des Moines Comprehensive Plan. South of South 268th Street, the zone allows for a more intense and efficient use of land at increased densities for the mutual support of public investments and private development, while acknowledging the existing businesses along the State Route 99 corridor that serve a broader, regional clientele. Uses and development are regulated

Ordinance No. _____
 Page 4 of 19

to create a moderately dense built-up environment, oriented to pedestrians, and ensuring a density and intensity that is transit supportive.

SEC. 2. DMMC 18.127.060 Dimensional standards, and section 6 of Ordinance No. 1618-A are amended to read as follows:

(1) ~~Height.~~ Maximum building height. Buildings and structures may be built to ~~is~~ 55 feet, except that buildings and structures south of South 268th Street may be built to 65 feet.

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

(a) No minimum building height for commercial projects, and 55 feet for residential or mixed use projects.

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

(3) Building Height Limitation Adjacent to Single-Family. When an abutting property is zoned Single-Family Residential, building height shall be limited as follows:

Ordinance No. _____
Page 5 of 19

(a) Every lot shall have a rear yard setback of not less than 20 feet when abutting single-family zoned properties, except as otherwise permitted in subsection (7) of this section.

(b) Within 40 feet of the abutting Single-Family Residential Zone, maximum building height shall be 45 feet.

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

(4) Front Yard. No front yard setback is required.

(5) Side Yard. Every lot shall have a side yard of not less than 20 feet when abutting single-family zoned properties, except as otherwise permitted in subsection (7) of this section.

(6) Rear Yard. Every lot shall have a rear yard of not less than 20 feet when abutting single-family zoned properties, except as otherwise permitted in subsection (7) of this section.

(7) Adjustment of Required Yards. The required rear or side yard area shall be reduced to a minimum of five feet; provided, that:

(a) A development site or potential project area is planned or may be planned for multiple buildings together as one development or in different development

Ordinance No. _____
 Page 6 of 19

phases either under common ownership or separate ownership; and

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

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

(8) Underground structures are permitted in all required setback areas.

(9) Height Allowance for Enhanced Design of Distinctive Rooflines. A portion of a building may exceed the maximum building height; provided, that the following provisions are met:

(a) The purpose of the additional height for the building is to provide a roofline that is of distinctive form through the use of design elements such as pitched roofs, sloped roofs, vertical offsets or other similar roof features that achieve the goals of the design guidelines in DMMC 18.136.070.

(b) The maximum building height established in subsections (1) and (3) of this section shall only be increased by a maximum of 10 percent.

(c) Architectural features associated with the distinctive roofline shall be used to emphasize significant architectural elements of the building such as the main entrance of the

Ordinance No. _____
 Page 7 of 19

building or the building's orientation to a corner, or to provide for pitched or sloped roofs for the building.

(d) Height allowed for distinctive rooflines under this section shall not be used to determine the building height for the purposes of establishing the maximum gross floor area under DMMC 18.136.070(3).

(e) The building area or amount of building structure extending above the maximum height established in subsection (3) of this section shall be limited to 30 percent of the building roof deck area. When multiple building rooflines exist at different building levels or stories, the 30 percent requirement shall only apply to the area of the roof deck of the tallest portion of a building.

SEC. 3. DMMC 18.127.070 General building design requirements, and section 7 of Ordinance No. 1618-A are amended to read as follows:

Development within the W-C Zone shall conform to the following building design requirements:

(1) General Design Guidelines.

(a) Building design shall be compatible with the site and with adjoining buildings. Building modulation and other design techniques to add architectural interest and minimize building mass shall be used. Variety in detail, form, and siting shall be used to provide visual interest.

(b) Building components such as windows, doors, eaves, and parapets shall be in proportion to each other.

Ordinance No. _____
 Page 8 of 19

(c) Colors shall be harmonious, with intense colors used only for accent.

(d) Mechanical equipment shall be integrated into building design or screened from on-site and off-site views.

(e) Exterior lighting fixtures and standards shall be part of the architectural concept and harmonious with building design.

(2) Development within the W-C Zone shall conform to the design review requirements established in DMMC 18.235.100.

(3) Maximum Gross Floor Area.

(a) The maximum gross floor area for buildings within the Woodmont Commercial Zone shall be determined by multiplying the lot area of the site by the floor area ratio (FAR) number established in the following table:

Building Height	W-C FAR
35 Feet or Less	2.8
35 - 50 <u>60</u>	3.5 <u>4.0</u>
50 <u>60</u> - 55 <u>65</u>	4.0 <u>4.5</u>

(b) Gross floor area shall include the total square footage of the enclosed building as further defined in DMMC 18.01.050.

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SEC. 4. DMMC 18.52.010B Commercial use chart, and section 133 of Ordinance 1591, section 12 of Ordinance 1601, section 8 of Ordinance No. 1618-A, and section 2 of ordinance 1644 are amended to read as follows:

TABLE 18.52.010B

COMMERCIAL ZONE PRIMARY USES

Use is: <u>P: Permitted</u> <u>P/L: Permitted, but with special limitations</u> <u>CUP: Conditional use review required</u> <u>UUP: Unclassified use review required</u>	<u>N-C</u>	<u>I-C</u>	<u>B-P</u>	<u>C-C</u>	<u>D-C</u>	<u>H-C</u>	<u>PR-C</u>	<u>T-C</u>	<u>W-C</u>
Accessory buildings and uses (as described in the applicable zone)	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Admin, support services	<u>P/L</u> ₍₃₎	-	<u>P</u>	<u>P/L</u> ₍₁₆₎	<u>P/L</u> ₍₃₂₎	-	<u>P</u>	<u>P</u>	<u>P</u>
Adult family homes	-	-	-	<u>P</u>	<u>P</u>	-	<u>P</u>	<u>P</u>	<u>P</u>
Adult entertainment facilities	-	-	-	-	-	-	<u>P/L</u> ₍₄₆₎	-	-
Amusement and recreational services	-	-	-	<u>P/L</u> ₍₁₆₎	<u>P/L</u> ₍₂₂₎	-	-	-	<u>P/L</u> ₍₆₆₎
Amusement parks	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	-	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>
Animal or veterinary services			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Antenna system (one)	<u>P/L</u> ₍₆₎								
Animal grooming	<u>P/L</u> ₍₃₎		<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>	<u>P</u>
Antenna systems (not accessory)	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>
Apparel and accessories stores	<u>P/L</u> ₍₁₁₎		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Arrangement of passenger transportation	<u>P/L</u> ₍₃₎			<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>	<u>P</u>
Art galleries	<u>P</u>			<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>	<u>P</u>
Art, glassware manufacturing			<u>P</u>	<u>P</u>	<u>P</u>				<u>P</u>
Art, ornamental ware				<u>P</u>	<u>P</u>				<u>P</u>

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Use is: <u>P: Permitted</u> <u>P/L: Permitted, but with special limitations</u> <u>CUP: Conditional use review required</u> <u>UUP: Unclassified use review required</u>	<u>N-C</u>	<u>I-C</u>	<u>B-P</u>	<u>C-C</u>	<u>D-C</u>	<u>H-C</u>	<u>PR-C</u>	<u>T-C</u>	<u>W-C</u>
Arts, entertainment, and recreation facilities				P/L ₍₁₆₎	P/L ₍₂₂₎		P	P	P
Auction houses or stores				P	P	P/L ₍₄₁₎	P		P
Automobile, body, paint, interior and/or glass repair				P/L ₍₁₈₎	P/L ₍₂₅₎		P/L ₍₄₈₎		P/L ₍₇₀₎
Automobile, detail shop				P/L ₍₁₈₎	P/L ₍₂₅₎		P/L ₍₄₈₎		P/L ₍₇₀₎
Automobile, maintenance and repair				P/L ₍₁₈₎	P/L ₍₂₅₎	P	P/L ₍₄₈₎		P/L ₍₇₀₎
Automobile, parking	P/L ₍₆₎		P	P/L ₍₁₆₎ ₍₂₀₎	P/L ₍₂₂₎	P	P	P/L ₍₅₄₎	P/L ₍₇₂₎
Automobile, sales						P	P/L ₍₄₃₎		
Automobile, service stations				P/L ₍₁₆₎	P/L ₍₂₅₎	P/L ₍₃₆₎	P/L ₍₄₈₎		P/L ₍₇₀₎
Automobile, trailer sales						P	P		
Automotive equipment, rental and leasing				P	P	P	P	P/L ₍₅₃₎	P
Bakeries, manufacturing and retail sales	P/L ₍₁₎		P			P		P/L ₍₅₅₎	P/L ₍₇₃₎
Ballparks	CUP	CUP	CUP	CUP	CUP	CUP	CUP		CUP
Banks				P	P		P	P	P
Barber, beauty and hairstyling shops	P/L ₍₃₎			P	P		P	P	P
Bed and breakfast facilities				P	P		P	P	P
Boats, building and repairing (less than 48 feet)						P	P		
Boats, repair/sale						P	P		
Boat moorage	P/L ₍₃₎						P/L ₍₄₂₎		
Botanical and zoological gardens				P	P		P		P
Bookbinding			P			P		P	P
Booster stations	UUP	UUP	UUP	UUP		UUP	UUP	UUP	UUP
Boxing and wrestling arenas	CUP	CUP	CUP	CUP		CUP	CUP	CUP	CUP

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Use is: <u>P: Permitted</u> <u>P/L: Permitted, but with special limitations</u> <u>CUP: Conditional use review required</u> <u>UUP: Unclassified use review required</u>	<u>N-C</u>	<u>I-C</u>	<u>B-P</u>	<u>C-C</u>	<u>D-C</u>	<u>H-C</u>	<u>PR-C</u>	<u>T-C</u>	<u>W-C</u>
Building materials and garden equipment supply	P/L(11)		P	P	P	P/L(28)	P		P
Car washes				P/L(16)	P/L(25)	P			P/L(70)
Carpentry and cabinet shops	P/L(11) (2)		P	P	P	P	P		P
Casino hotels and motels				P	P		P	P	P
Cemeteries	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Ceramics, manufacture						P/L(29)			
Columbariums, crematories, mausoleums with permitted cemeteries	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Commercial and industrial machinery and equipment, rental and leasing			P			P	P		
Community care facilities				P	P		P	P	P/L(74)
Community gardens				P	P				P
Community housing services				P/L(80)	P/L(80)				P/L(80)
Confectionery, manufacture			P			P		P/L(56)	P/L(73)
Contractors, general	P/L(3)		P/L(14)			P	P	P	P
Convention facilities			P	P	P	P		P	P
Correctional institutions			P						
Couriers and messengers	P/L(3)		P				P	P	P
Data processing, business and record storage	P/L(3)		P	P	P	P	P	P	P
Day care centers and mini-day care providers	CUP	CUP	CUP	CUP	CUP		CUP	CUP	CUP
Death care services	P/L(3)		P	P	P	P/L(42)	P		P
Distribution centers, home deliveries			P			P			
Drive-in or drive-through facilities	P			P/L(18)	P/L(25)		P		P/L(10)

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Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	<u>N-C</u>	<u>I-C</u>	<u>B-P</u>	<u>C-C</u>	<u>D-C</u>	<u>H-C</u>	<u>PR-C</u>	<u>T-C</u>	<u>W-C</u>
Dry cleaning and laundry services	P/L ₍₃₎		P	P	P	P	P	P	P
Educational services		P	P/L ₍₇₎	P	P/L ₍₂₇₎	P/L ₍₂₇₎	P	P	P
Electric power generation, biomass			P/L ₍₁₂₎						
Electrical appliances and supplies, retail sales, wholesale trade and repairs						P			
Equipment rental and leasing			P	P/L ₍₁₆₎	P/L ₍₂₂₎	P	P		P/L ₍₆₆₎
Fairgrounds and rodeos	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Family day care providers					P/L ₍₈₀₎		P/L ₍₈₀₎	P/L ₍₈₀₎	P/L ₍₈₀₎
Financial and insurance services			P	P	P		P	P	P
Fish hatcheries and preserves					P				
Fix-it shops			P	P	P	P	P		P
Food, frozen or cold storage lockers			P	P	P	P			P
Food stores	P/L ₍₁₎		P	P	P		P	P	P
Footwear and leather goods repair	P		P	P	P	P	P	P	P
Foreign trade			P/L ₍₁₃₎						
Fraternal organizations/societies		P	P/L ₍₇₎	P	P		P	P	P
Fuel dealers, other							P		
Furniture, home furnishings and equipment, sales	P/L ₍₁₎ (2)		P	P	P	P	P	P	P
Furniture, repair	P/L ₍₂₎ (3)		P	P	P	P	P	P	P
Gambling, amusement, and recreation industries			P/L ₍₇₎	P/L ₍₁₆₎	P/L ₍₂₂₎		P	P	P
Garages, public						P/L ₍₂₀₎			
General merchandise stores	P/L ₍₁₎		P/L ₍₉₎	P/L ₍₁₅₎	P/L ₍₂₁₎		P	P	P

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Use is: <u>P: Permitted</u> <u>P/L: Permitted, but with special limitations</u> <u>CUP: Conditional use review required</u> <u>UUP: Unclassified use review required</u>	<u>N-C</u>	<u>I-C</u>	<u>B-P</u>	<u>C-C</u>	<u>D-C</u>	<u>H-C</u>	<u>PR-C</u>	<u>T-C</u>	<u>W-C</u>
Glass, edging, beveling, silvering			P			P/L(31)			
Glass, stained glass studios	P					P			
Golf courses, with accessory driving ranges, clubhouses and pitch and putt				P	P	CUP	P		P
Golf driving ranges	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Hardware store	P/L(1)		P	P		P	P	P	P
Health care and social services			P/L(81)	P/L(81)	P		P/L(81)	P/L(81)	P/L(74) (81)
Heating oil dealers							P		
Horticultural and landscaping services			P	P	P				P
Horticultural nurseries	UUP	UUP	UUP	UUP		P	UUP		UUP
Hospitals (except mental and alcoholic)				P	P	P	P	P	P
Hospitals (mental and alcoholic)	CUP	CUP	CUP	CUP		CUP	CUP	CUP	P/L(74)
Hotels				P	P	P/L(40)	P/L(47)	P	P
Information establishments						P	P	P	P
Internet service providers			P				P	P	P
Job printing, newspapers, lithography, and publishing						P		P	
Kennels, commercial			P	P	P		P	P/L(57)	P
Labor camps (transient)	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Laboratories			P	P	P	CUP	P	P	P
Laboratories (incl. medical, dental, or photographic)			P/L	P	P	P	P	P	P
Laundry, industrial			P				P		
Legal services	P/L(3)		P	P	P	P	P	P	P
Libraries (public)	P			P	P		P	P	P

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Use is: <u>P: Permitted</u> <u>P/L: Permitted, but with special limitations</u> <u>CUP: Conditional use review required</u> <u>UUP: Unclassified use review required</u>	<u>N-C</u>	<u>I-C</u>	<u>B-P</u>	<u>C-C</u>	<u>D-C</u>	<u>H-C</u>	<u>PR-C</u>	<u>T-C</u>	<u>W-C</u>
Light manufacturing, fabrication, and assembly			P/L(8)						
Limousine/taxi service							P		
Machine shop			P			P/L(32)			
Management of companies and enterprises	P/L(3)		P	P	P		P	P	P
Manufactured home sales							P		
Marijuana producer/processor, recreational			P/L(79)	P/L(79)		P/L(79)		P/L(79)	P/L(79)
Marijuana retailer, recreational				P/L(79)		P/L(79)		P/L(79)	P/L(79)
Marinas					P/L(24)				
Mixed use	UUP	UUP	UUP	UUP	P/L(26)	UUP	P/L(50)	P/L(58)	P/L()
Motels				P	P	P/L(40)	P/L(47)		P
Motion picture services	P/L(3)			P	P		P	P	P
Museums	P		P/L(7)	P	P		P	P	P
Nursing homes (PR-R-Nursing care facility; IC-Nursing and residential care facility)				P	P		P		
Offices, business and professional	P/L(3)		P		P/L(26)	P	P	P	P
Open air theaters	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Parcel service delivery	P/L(3)		P			P	P/L(53)		
Parole or probation offices			P	P	P		P		P
Pawnshop			P	P	P	P	P		P
Personal and business services	P/L(3)		P/L(7)	P/L(16)	P/L(22)		P	P	P/L(68)
Pet boarding			P	P	P		P	P/L(59)	P
Pet shop	P/L(11)			P	P	P/L(33)	P	P	P
Photocopying and duplicating services	P/L(3) 13		P	P	P		P	P	P
Photo finishing	P/L(11)		P	P	P	P	P	P	P

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Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	<u>N-C</u>	<u>I-C</u>	<u>B-P</u>	<u>C-C</u>	<u>D-C</u>	<u>H-C</u>	<u>PR-C</u>	<u>T-C</u>	<u>W-C</u>
Planned unit development	P								
Postal service	P		P	P	P		P		P
Professional, scientific, technical services	P/L ₍₃₎		P	P	P		P	P	P
Professional offices, medical, dental	P/L ₍₂₎		P	P	P		P	P	P
Public administration facilities	P		P	P/L ₍₁₇₎	P/L ₍₂₃₎		P/L ₍₄₉₎	P/L ₍₆₀₎	P/L ₍₆₉₎
Public facilities	P		P/L ₍₁₀₎	P	P		P	P	P
Public utility facilities	P/L ₍₄₎		P/L ₍₁₀₎		P	P/L ₍₃₄₎	P/L ₍₅₂₎	P/L ₍₆₁₎	
Publishing, telecommunications, Internet service providers, data processing services	P/L ₍₃₎		P	P	P	P	P	P	P
Race tracks, drag strips, motorcycles hills and Go-Kart tracks	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Real estate renting and leasing	P/L ₍₃₎		P	P	P	P	P	P	P
Recreational facilities - commercial	CUP	CUP	CUP	CUP	CUP	P	CUP		CUP
Recreational vehicles, sales and storage						P	P		
Religious grant writing, civic and professional organizations	P/L ₍₃₎	P	P/L ₍₇₎	P	P	P	P	P	P
Repair services	P/L ₍₂₎ (4)		P/L ₍₇₎	P/L ₍₁₆₎ (19)	P/L ₍₂₂₎ (25)		P		P/L ₍₆₆₎ (70)
Repossession services	P/L ₍₃₎		P	P	P				P
Restaurants	P		P/L ₍₉₎	P	P	P	P	P	P
Retail services and trade	P/L ₍₁₎		P/L ₍₇₎	P/L ₍₁₅₎ (19)	P/L ₍₂₁₎	P	P/L ₍₄₃₎	P	P/L ₍₆₇₎
Retirement housing		P		P	P		P	P	
Reupholster	P		P	P/L ₍₁₉₎	P	P	P	P	P/L ₍₇₁₎
Saws and filing shops			P			P			

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Use is: <u>P: Permitted</u> <u>P/L: Permitted, but with special limitations</u> <u>CUP: Conditional use review required</u> <u>UUP: Unclassified use review required</u>	<u>N-C</u>	<u>I-C</u>	<u>B-P</u>	<u>C-C</u>	<u>D-C</u>	<u>H-C</u>	<u>PR-C</u>	<u>T-C</u>	<u>W-C</u>
Sewage treatment plants	UUP	UUP	UUP	UUP		UUP	UUP		UUP
Signs, manufacturing						P			
Self-storage/mini-warehouse leasing			P				P/L ₍₄₄₎	P/L ₍₆₂₎	
Services to buildings and dwellings	P/L ₍₃₎		P	P	P		P		P
Services, miscellaneous	P/L ₍₃₎		P/L ₍₇₎	P/L ₍₁₆₎ (18)	P/L ₍₂₂₎		P/L ₍₄₅₎ (48)	P/L ₍₆₃₎	P/L ₍₆₆₎ (70)
Spectator sports	CUP		CUP	P	P		P		P
Stadiums	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Supermarkets	P/L ₍₁₁₎		P	P	P		P	P	P
Taverns and cocktail lounges	P/L ₍₁₁₎		P	P	P	P/L ₍₃₈₎	P	P/L ₍₆₉₎	P/L ₍₇₅₎
Telecommunication facilities	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Telephone exchanges						P			
Tire sales and service	P/L ₍₃₎						P		
Theaters				P	P	P	P	P/L ₍₆₅₎	P/L ₍₇₆₎
Towing operations						UUP			
Transportation and wholesale trade			P/L ₍₁₁₎						
Water transportation					CUP				
Welding repair	P/L ₍₂₎ (3) (02)		P	P/L ₍₁₆₎ (82)	P/L ₍₀₂₎	P	P		P/L ₍₆₈₎ (82)
Wholesale business			P			P		P/L ₍₆₆₎	P/L ₍₇₇₎
Wholesale trade and distribution of groceries				CUP					CUP

...

58. Mixed Use. This regulation applies to all parts of Table 18.52.010B that have a [58].

Mixed use development shall conform to the following limitations and standards in the T-C and W-C Zone=:

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(a) Mixed use structures within the W-C Zone shall only be permitted south of South 268th Street.

~~(a)~~ Mixed use structures shall contain area for retail trade or personal and business services at street level as follows:

(i) Pedestrian access from the public sidewalk to the retail trade or personal and business services shall be provided;

(ii) A minimum of 60 percent of the street level floor area shall be occupied by retail trade or personal and business services;

(iii) A minimum of 75 percent of the street level building frontage adjacent to public right(s)-of-way shall contain floor area for retail trade or personal and business services uses; and

(iv) Building space allocated for retail trade or personal and business service uses at the street level shall have a minimum gross interior depth dimension of 55 feet measured perpendicular to the property line abutting the public street(s) serving the site.

~~(b)~~ The City Manager or the City Manager's designee is authorized to consider and approve up to a 20 percent reduction of the bulk requirements specified in subsection (58) ~~(a)~~ of this section when a development proposal incorporates on-site parking substantially at street floor level for retail trade or personal and business service uses and the City Manager or designee determines that the proposed reduction(s) does not compromise, interrupt, or interfere with the desired functionality of the building or the continuity of City pedestrian-oriented design goals in the general area and pedestrian access to the site from the public sidewalk or right-of-way.

~~(c)~~ Mixed use developments shall comply with all the requirements of chapter 18.155 DMMC, except for private recreational requirements established by DMMC 18.155.020(2).

~~(d)~~ A detached structure that contains residential uses and does not meet the requirements for mixed use structures is prohibited.

...

Sec. 5. DMMC 18.210.090(17), and subsections 513(17) of Ordinance No. 1591, as amended by section 16 of Ordinance No. 1601, as amended by section 12 of Ordinance 1618-A are each amended to read as follows:

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

...

(17) Retail, Other.

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

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

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

(d) T-C Zone: one parking space per 400 square feet of gross floor area, except there shall be a minimum of six spaces.

(e) W-C Zone:

(i) For properties north of South 268th Street, one parking space per 250 square feet of gross floor area.

(ii) For properties south of South 268th Street, one parking space per 300 square feet of gross floor area, except there shall be a minimum of six spaces.

...

SEC. 6. Codification. Sections 1 through 6 of this Ordinance shall be codified in chapter in Title 18.127 DMMC entitled "W-C Woodmont Commercial Zone".

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SEC. 7. Severability - Construction.

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

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

Sec. 8. Effective date. This ordinance shall take effect and be in full force five (5) days after its final passage by the Des Moines City Council in accordance with law.

PASSED BY the City Council of the City of Des Moines this _____ day of _____, 2016 and signed in authentication thereof this _____ day of _____, 2016.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

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FOR IMMEDIATE RELEASE:

February 19, 2016

FOR MORE INFORMATION CONTACT:

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Cell 253.335.3843

Valley Cities investigates sale of Woodmont Recovery Center site in Des Moines

Ken Taylor, CEO of Valley Cities - Behavioral Health Care, signed an agreement on Thursday, February 18, with a potential buyer of the Woodmont property to enter into a 45-day period to complete a feasibility study and property value appraisal. Also signing the agreement was Michael Lai, CEO and Investing Partner of ML Companies, INC of USASIA Pacific EB5 Investment and SML Seattle Modern Living, LLC. The Valley Cities Board of Directors has agreed to divest of the property if a viable offer is received.

Valley Cities has an agreement with the city of Des Moines through the end of March to identify potential uses for the Woodmont property and explore all options for relocating the services that had been planned there. Conversations about potential sale of the property are part of that mix. Original plans for the 7.9 acres Woodmont Recovery Center in Des Moines on Pacific Highway near 272nd Street included administrative office space for Valley Cities, an outpatient behavioral and physical healthcare clinic, an evaluation and treatment facility, a secure detoxification unit, and a recovery café.

"We have successfully found sites in Kent and Seattle to house inpatient mental health care, substance abuse detoxification, and treatment and recovery services," said Ken Taylor. "Between those two facilities we will be adding more than 100 desperately-needed acute-care treatment beds."

Valley Cities is still searching for locations to house outpatient counseling services, administrative offices, and a recovery café. It is expected to take until the end of March to make any decisions about these locations and the sale of the Woodmont site.

About Valley Cities

Valley Cities, a nonprofit agency, has provided treatment services to residents of King County, primarily South King County, for over 50 years. Over 7,500 people were served in 2016. Services include licensed mental health counseling and chemical dependency treatment for people of all ages; domestic violence services; homeless outreach services and housing programs; family support programs; employment services, and specialized services for veterans and their families. Valley Cities operates offices in Auburn, Federal Way, Kent, Midway, Northgate, Rainier Beach, Renton, and soon in Enumclaw.

###

Photo caption: Valley Cities – Behavioral Health Care provides counseling and drug use recover services to over 7,500 people at seven locations in King County.

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Auburn
2704 'I' Street NE
Auburn, WA 98002

Federal Way
33301 1st Way South
Suite C-115
Federal Way, WA 98003

Kent
325 West Gowe St
Kent, WA 98032

Meridian Center for Health - Northgate
10521 Meridian Ave. N
Seattle, WA 98133

Midway at HealthPoint
26401 Pacific Hwy S.
Des Moines, WA 98198

Renton
221 Wells Ave. S.
Renton, WA 98057

Rainier Beach
8444 Rainier Ave South
Seattle, WA 98118

COMING SOON
Enumclaw
1335 Cole Street
Enumclaw, WA 98022

valleycities.org
253.833.7444

A United Way Agency
Since 1967

March 10, 2016

Tony Piaseki
City Manager of Des Moines
21630 11th Ave South
Des Moines, WA 98198

Dear Mr. Tony Piaseki,

The purpose of this letter is to formally notify you that Valley Cities is withdrawing the Conditional Use Permit , LUA 2014-0038 and all associated permit applications, including the design review and the building permit, that are pending for the Woodmont Recovery Campus. We have decided not to pursue this project. I also request that the city refund all of the development and permit fees that Valley Cities has paid to date for this project.

In addition, it is our understanding that the city of Des Moines is considering adding allowed uses to the zoning regulations for properties zoned Woodmont Commercial south of south 268th street. As you know, Valley Cities recently announced that we have entered into a Purchase and Sale Agreement on our property in Des Moines (See Attached). We would like you to know that we fully support adding uses to the Woodmont Commercial zone, particularly mixed use, and encourage the City Council to approve such additions.

Sincerely,

Kenneth Taylor, CEO

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Municipal Research Services Center
Funding Support

ATTACHMENTS:

1. Draft Resolution No. 16-030

FOR AGENDA OF: March 31, 2016

DEPT. OF ORIGIN: Legal Department

DATE SUBMITTED: March 16, 2016

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL 

Purpose and Recommendation

The original state Budget Bill ESSB 6246 sought to eliminate funding for Municipal Research and Services Center ("MRSC"). The purpose of this agenda item is to pass Draft Resolution No. 16-030 supporting continued state funding of the MRSC with no conditions.

Suggested Motion

MOTION: "I move to pass Draft Resolution No. 16-030, supporting continued adequate state funding of MRSC, with no conditions."

Background

MRSC has provided comprehensive and objective guidance on complex issues to local governments in Washington for over 80 years, providing analysis, answers, and assistance on a wide variety of issues such as public records, purchasing and contracting, governmental operations, public works rosters, planning and legal issues. MRSC has also provided publications that affect local government, including:

1. *Knowing the Territory – Basic Legal Guidelines for Washington City, County and Special District Offices;*
2. *City Bidding Book – Washington State;*
3. *County Bidding Book – Washington State;*
4. *Contracting Services – Guidelines for Local Governments in Washington State;*
5. *Local Government Citizen Advisory Boards;*
6. *Code City Handbook;*
7. *Mayor & Councilmember's Handbook;*
8. *Nuisance Regulation for Washington Cities and Counties;*
9. *Local Government Policy-Making Process;*
10. *Local Ordinances for Washington Cities and Counties;*
11. *Open Public Meeting Act;*
12. *Public Records Act for Washington Cities, Counties, and Special Purpose Districts;*
13. *Revenue Guide for Washington Cities & Towns;*
14. *Revenue Guide for Washington Counties; and*
15. *Small Works Roster: A Guide for Washington's Local Governments.*

The current senate budget proposes conditions for the funds for MRSC as it "investigates" whether contracts for such services should continue or be modified or terminated. If that provision is enacted as part of the final budget adopted by the House and Senate, MRSC's funding could be reduced or eliminated, which would be catastrophic to MRSC's operations. This is troubling because many cities and counties, both large and small, rely on MRSC for critically needed guidance, analysis, answers, and assistance on a wide variety of issues.

PSSB 6667 (Supplemental Operating Budget Proposal) as set out on Friday, March 11, 2016, states in relevant parts of the Budget:

Sec. 937. RCW 66.08.190 and 2012 2nd sp.s. c 5 s 8 are each amended to read as follows:

(1) Except for fiscal year 2017, prior to making distributions described in subsection (2) of this section, amounts must be retained to support allotments under RCW 43.88.110 from any legislative appropriation for municipal research and services. The legislative appropriation for such services must be in the amount specified under RCW 66.24.065.

(2) When excess funds are distributed during the months of June, September, December, and March of each year, all moneys subject to distribution must be disbursed to border areas, counties, cities, and towns as provided in RCW 66.24.065.

(3) The amount remaining after distributions under subsections (1) and (2) of this section must be deposited into the general fund.

(4) It is the intent of the legislature to continue the policy under subsection (1) of this section into the 2017-2019 fiscal biennium to cease the retaining of funds for municipal research and services as it investigates whether contracts for such services should continue or be modified or terminated.

Sec. 938. RCW 66.24.065 and 2012 c 2 s 302 are each amended to read as follows:

(1) The distribution of spirits license fees under RCW 66.24.630 and 66.24.055 through the liquor revolving fund to border areas, counties, cities, towns, and the municipal research center must be made in a manner that provides that each category of recipients receive, in the aggregate, no less than it received from the liquor revolving fund during comparable periods prior to December 8, 2011.

An additional distribution of ten million dollars per year from the spirits license fees must be provided to border areas, counties, cities, and towns through the liquor revolving fund for the purpose of enhancing public safety programs.

(2) Notwithstanding subsection (1) of this section, for fiscal year 2017, the distributions made to border areas, counties, cities and towns shall be reduced in such amounts necessary to support allotments under RCW 43.88.110 from any legislative appropriation for 17 municipal research and services. It is the intent of the legislature to continue this policy into the 2017-2019 fiscal biennium as it investigates whether contracts for such services should continue or be modified or terminated.

Alternatives

To not adopt Draft Resolution No. 16-030.

Financial Impact

If MRSC is not fully funded by the state, Des Moines, as well as all cities, counties, and other jurisdictions, will incur new and increased costs in obtaining similar high-level services as currently provided by MRSC.

Recommendation or Conclusion

It is recommended that Council pass Draft Resolution No. 16-030.

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CITY ATTORNEY'S FIRST DRAFT 03/14/2016

DRAFT RESOLUTION NO. 16-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, expressing support for full state funding of the Municipal Research and Services Center with no conditions.

WHEREAS, for over 80 years, the Municipal Research and Services Center ("MRSC") has provided comprehensive and objective guidance on complex legal and policy issues to local governments in Washington, including the City of Des Moines, and

WHEREAS, MRSC has been a trusted and dedicated provider to the City of Des Moines of guidance, analysis, answers, and assistance on a wide variety of issues such as public records, purchasing and contracting, governmental operations, statutory information and updates, and financial management and reporting, through public works rosters and publications, and

WHEREAS, the City of Des Moines relies on MRSC for substantive advice, research, opinions and information through direct contact with MRSC staff and through MRSC's website, and

WHEREAS, MRSC efficiently provides information and resources to all cities and counties, and thus saves public funds statewide, and

WHEREAS, the current senate budget proposes conditions for state funding of MRSC as it "investigates" whether contracts for such services should continue or be modified or terminated which would deprive the City of Des Moines and many other cities and counties of important, useful, and valuable services; now therefore,

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

Sec. 1. The City of Des Moines supports full funding of MRSC from the state budget with no conditions now and in the future.

Sec. 2. The City Council authorizes City staff to take action in accordance with this Resolution to support full funding of MRSC with no conditions from the state budget.

Resolution No. ____
Page 2 of ____

ADOPTED BY the City Council of the City of Des Moines,
Washington this ____ day of _____, 2016 and signed in
authentication thereof this ____ day of _____, 2016.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

3/16/16 2:10 PM

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Surplus Property – Vehicle, 2006 Ford Focus

AGENDA OF: March 31, 2016

DEPT. OF ORIGIN: Police Department

DATE SUBMITTED: March 24, 2016

ATTACHMENTS:

1. Draft Resolution No. 16-040

CLEARANCES:

- [X] Legal VB
 [X] Finance SM
 [] Marina N/A
 [] Parks, Recreation & Senior Services _____
 [] Planning, Building & Public Works N/A
 [X] Police MB
 [] Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AA

Purpose and Recommendation:

The purpose of this agenda item is to seek Council authorization to surplus a vehicle purchased by the City at the request of the police department to assist in a homicide investigation which occurred in 2010. This vehicle is no longer needed as evidence and the Police Department recommends that the vehicle identified in Attachment 1 be declared surplus and disposed of. The following motion will appear on the consent calendar:

Suggested Motion

Motion: “I move to adopt Draft Resolution No. 16-040 declaring the vehicle identified in Attachment 1 as surplus and authorize disposal of said surplus vehicle by auction, trade-in, or scrap metal.”

Background:

In August 2010 the police department investigated a homicide case under Case Number 10-1976. During this investigation we learned two eye witnesses to the homicide left the residence where the incident occurred in a Black 2006 Ford Focus. The Investigating Detective was able to track the vehicle down to

CTO Auto Sales in Nampa Idaho who purchased the vehicle from State Farm Insurance as an Insurance Destroyed. In June 2011, at the request of the King County Prosecuting Attorney's Office the City of Des Moines purchased the vehicle and it was transported to our City Shops where it was processed by the Washington State Patrol Crime Laboratory Personnel to assist in the investigation. This homicide case has been adjudicated and this vehicle is no longer needed as evidence.

Discussion:

In 2011 the City of Des Moines purchased this vehicle and had it shipped to our City Shops at a cost of \$2524.00. Since this case has been adjudicated and no longer needed as evidence the police department is requesting this vehicle be identified as surplus and disposed of. This vehicle is currently being stored and taking up space within our City Shops area. This 2006 Ford Focus is also in very poor condition both inside and out with extensive body damage. Based upon the condition of the vehicle it may not be of much value through auction or trade so therefore under the best interest of the city it may be most cost effective to be disposed of as scrap metal.

Financial Impact:

The Equipment Replacement fund owns all vehicles and any proceeds from the disposal will be placed in the Equipment Replacement fund.

Recommendation/Conclusion:

Staff recommends declaration of the vehicle as surplus and to authorize disposal of the identified vehicle in the most cost effective way.

CITY ATTORNEY'S FIRST DRAFT 3/21/16

DRAFT RESOLUTION NO. 16-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, declaring certain City vehicles and equipment surplus, and authorizing disposal of surplus vehicles and equipment by auction, trade-in or as scrap metal.

WHEREAS, during regular business the City accumulates vehicles and equipment, and

WHEREAS, the City intends to dispose of unneeded vehicles and equipment as allowed by law as surplus, and

WHEREAS, the City of Des Moines typically sells surplus vehicles and equipment at public auction to the highest bidder or trades-in surplus vehicles and equipment at reputable dealerships, and/or based upon the value of the vehicle and equipment may be disposed of as scrap metal, and

WHEREAS, the City desires to surplus the vehicle identified in Exhibit "A" attached to this Resolution; now therefore,

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

Sec. 1. The vehicles and equipment identified by Exhibit "A" are hereby declared by this Resolution to be a surplus vehicle.

Sec. 2. The City Manager is authorized to dispose of the items identified by Exhibit "A" by auction, trade-in, or as scrap.

Sec. 3. The City Manager is authorized to establish a minimum bid/sale amount for the property identified in Exhibit "A" as deemed to protect the City's interests. Furthermore, the City Manager is authorized to dispose of an item of virtually no value by reasonable means including disposal as recycling or scrap metal.

Sec. 4. The City Manager is authorized to contract for professional auction services where the cost of such services does not exceed twenty-five percent (25%) of the amount bid, plus reasonable advertising fees.

Resolution No. _____
Page 2 of 2

Sec. 5. All net proceeds from the disposal of the surplus property identified in Exhibit "A" shall be deposited into the Equipment Replacement Fund.

ADOPTED BY the City Council of the City of Des Moines, Washington this _____ day of _____, 2016 and signed in authentication thereof this _____ day of _____, 2016.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT "A"
Resolution No. 16-040

Number	Description	Approximate Value
N/A	Black 2006 Ford Focus License (None) VIN #1FAFP34N16W130930	\$400

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Lower Massey Creek Improvements
(Channel Modifications) Project –
Construction Contract Award

AGENDA OF: March 31, 2016

DEPT. OF ORIGIN: Planning, Building and
Public Works

ATTACHMENTS:

1. Construction Contract
2. TetraTech Task Assignment 2016-01
3. Bid Summary
4. SWM CIP Project Budget

DATE SUBMITTED: March 22, 2016

CLEARANCES

- Legal FB
- Finance Bm
- 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:** A

Purpose and Recommendation:

The purpose of this agenda item is to request Council approval to award the contract for the construction of the Lower Massey Creek Improvements Project (Attachment 1). References have been reviewed and staff recommends approval of the contract to Reed Trucking and Excavation, Inc. In addition, approval from Council is requested for the Task Order Assignment with TetraTech (Attachment 2) for providing construction management services for the construction of the project. The following motions will appear on the Consent Calendar:

Suggested Motions:

Motion 1 "I move to approve the award of the construction contract of the Lower Massey Creek Improvements Project to Reed Trucking and Excavation, Inc., in the amount of \$915,625.86 including sales tax, authorize a project contingency in the amount of \$92,000.00, and authorize the City Manager to sign said contract substantially in the form as submitted."

Motion 2 "I move to approve the Task Order Assignment with TetraTech, Inc. for construction management services associated with the Lower Massey Creek Improvements Project in the amount of \$183,048.00, authorize a contingency in the amount of \$18,000, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted."

Background:

During major storm events, the area in the vicinity of the intersection of Kent-Des Moines Road and Marine View Drive, is often flooded causing disruption to traffic and restricting access by emergency vehicles, impacting the local businesses in the area and creating additional city costs for cleanup prior to re-opening of the intersection. Flooding of this area can occur when the peak flows exceed the stream channel's capacity causing the flows to overbank and then fill up the intersection's "depression". Overbanking of the channel can also be exacerbated when the peak period of the storm coincides with a high tide, which can influence upstream flows to as far as 10th Avenue South. In addition, because the slope of the storm drainage within the intersection is shallow and only drains gradually to Massey Creek, any flooding within the intersection will often remain until the creek level drops, thereby allowing the flooded areas to finally drain out (over several hours) through the system.

This project involves the widening of the Massey Creek channel between 10th Avenue South and approximately Marine View Drive and constructing a sheet pile along the south side of the stream and constructing an earthen berm along the north side of the channel. Existing non-native vegetation will be removed and replaced with riparian vegetation as well as the installation of fish enhancements such as stream bank logs and stream boulders added.

It is anticipated that the new berm and floodwall will provide a minimum level of flood protection for a 25-year frequency storm. However, due to the hydraulics of the storm system within the Kent-Des Moines Road/Marine View Drive intersection that is subject to backflows during high tides, this project also proposes the installation of a storm water pump station that would collect ponded water from the intersection and pump by force main to the stream channel. Although the proposed pump station will provide some additional flood protection above the 25-year frequency, the main purpose of the pump system will be to rapidly eliminate any ponded water within the intersection following a storm and after the tide has gone down.

Although the project schedule will not be known until after the award of the project, the majority of the work will likely occur within the summer months during the "fish window" from June 15 and September 30. Traffic control for the project requires that 2-way traffic be maintained for the construction period (130 work days) and a project shutdown is provided for the Waterland weekend of July 22 through July 24.

The scope of work for TetraTech includes construction administration activities including construction submittal reviews, providing construction document clarifications, reviewing change orders, reviewing pay estimates, part-time construction inspection, and special inspections during sheet pile installation, pump station installation, and revegetation and stream habitat installation to ensure compliance with the project Corps permit. The part-time inspection by TetraTech will be supplemented with City SWM engineering staff.

Discussion:

Nine bids were received as shown on Attachment 3. The range of the bids were fairly tight varying a little more than 10% from the mean. The low bid is approximately \$40,000 less than the engineer's estimate. Reed Trucking and Excavation is an established company with more than 18 years of public works construction experience, including drainage and wetland mitigation projects.

The contract time is 130 working days (7 months). A significant lead time is needed for procuring the materials for the project, mainly the sheet piles and pump station. The bulk of the work will be

occurring during the summer fish window from June 15 to September 30. Completion of the project is anticipated by the end of October.

Financial Impact:

A copy of the project budget is provided as Attachment 4. The total budget for the construction phase of the project is \$1,486,000. At this time, no budget amendment is necessary as there is sufficient funding to cover the construction contracts and contingencies (\$1,208,673) as well as city staff costs.

Alternatives:

None suggested.

Recommendation/Conclusion:

Staff requests that Council approve the proposed motions.

Concurrence:

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

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**PUBLIC WORKS CONTRACT
between CITY OF DES MOINES and**

REED TRUCKING AND EXCAVATION, INC.

THIS AGREEMENT is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and **Reed Trucking and Excavation, Inc.** organized under the laws of the State of Washington, located and doing business at 2207 Inter Ave Ste. A, Puyallup, WA 98372, Shawn Reed, (253)841-4837 (hereinafter the "Contractor").

AGREEMENT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the following services for the City in accordance with the following described plans and/or specifications:

Lower Massey Creek Improvements Project

- Drainage improvements within and adjacent to Massey Creek between approximately S. 230th St. to east of Marine View Drive
- Clearing, grubbing, channel excavation and berm construction
- Constructing storm drainage improvements
- Construction a small storm water pump station and appurtenances
- Installing large woody debris features within the stream channel
- Installing streambed material and boulders
- Providing irrigation, landscaping, and property restoration
- Construction of Sheet Pile Flood Wall and cap
- And all incidental items necessary to complete the Work as described in the Plans

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

Standard Specifications for Road, Bridge and Municipal Construction, 2014 prepared by the Washington State Department of Transportation and the American Public Works Association – Washington State Chapter

This is a Public Works Project which is subject to Prevailing Wage and Sales Tax rules. A current City of Des Moines Business License is required for all contractors and subcontractors that perform

work under this contract. These licenses shall be in place prior to the issuance of any Notice to Proceed. Retainage will be withheld.

Exhibit A: Bid Documents

Exhibit B: Contract Documents

Exhibit C: Amendments to the Standard Specifications

Exhibit D: Special Provisions

Appendix A: HPA Permit

Appendix B: WSDOT Standard Plans

Appendix C: Geotechnical Report

Appendix D: RCW 19.122

Appendix E: Prevailing Wage Rates

Appendix F: COE 404 / DOE 401 Permits

Appendix G: Grading Permit

- a. Contractor represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.
- b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for those items mentioned therein to be furnished by the City.
- c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated.

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

- (i) The Standard Specifications of the Washington State Department of Transportation (WSDOT) (2014 edition);
- (ii) The American Public Works Association (APWA) (current edition);
- (iii) The Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);

- (iv) The Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
 - (v) The American Water Works Association Standard (AWWA) (current edition), and;
 - (vi) Any changes in the Work in accordance with the Contract Documents.
- d. Any inconsistency in the parts of the Contract and the documents referenced in Section I (c) above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Terms and provisions of the Contract,
 2. Addenda,
 3. Proposal Form,
 4. Special Provisions, including APWA General Special Provisions, if they are included,
 5. Contract Plans,
 6. Amendments to the Standard Specifications,
 7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
 8. Contracting Agency's Standard Plans (if any), and
 9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in the Plans and Specifications attached hereto or incorporated herein by reference will begin within 10 days of issuance of the Notice to Proceed for this project. The Contractor shall complete the Work described in Section I within **[130] working days** based upon the start date specified in the Notice to Proceed for this project. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed **\$836,188.00, plus any applicable Washington State Sales Tax**, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Section I is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis. The Contractor's Record Drawings, per the Contract Provisions, for the Work completed each week shall be attached to each monthly progress payment request submitted by the Contractor. The monthly progress payment requests submitted by the Contractor will not be considered complete without the required Record Drawings. The City will make progress payment within 45 days after receipt of the Contractor's complete progress request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and

Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 20 calendar days upon entering into this Contract, through a bonding company meeting standards established by the City.

B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.

C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

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

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

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

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.

- B. The Contractor's failure to complete the work within the time specified in this Agreement.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Agreement.

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

VI. LIQUIDATED DAMAGES. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

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

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

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

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **[\$[enter amount] [compute the amount to be entered using the following formula 0.15 x original contract amount divided by original**

time for completion. Erase this after computing the amount to enter] shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

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

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work.

The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

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

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

IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 294 U.S.C. 201 *et seq*, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, *et seq*, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

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

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

There will be no work allowed July 2 through July 4 and July 22 through July 24. No lane closures are allowed during this time and the site must be secure.

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

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

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

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within seven (7) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final

settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

XIII. CLAIMS. The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this Section provides. A change order that is not protested as provided in this Section shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays, related to any Work either covered or affected by the change. By not protesting as this Section provides, the Contractor also waives any additional entitlement and accepts from the Engineer any written or oral order (including directions, instructions, interpretations, and determinations).

If in disagreement with anything required in a change order, another written order, or an oral order from the Engineer, including any direction, instruction, interpretation, or determination by the Engineer, the Contractor shall:

1. Immediately give a signed written notice of protest to the Project Engineer or the Project Engineer's field Inspectors before doing the Work;
2. Supplement the written protest within 14 calendar days with a written statement and supporting documents providing the following:
 - a. The date and nature of the protested order, direction, instruction, interpretation, or determination;
 - b. A full discussion of the circumstances which caused the protest, including names of persons involved, time, duration and nature of the Work involved, and a review of the Plans and Contract Provisions referenced to support the protest;
 - c. The estimated dollar cost, if any, of the protested Work and a detailed breakdown showing how that estimate was determined;
 - d. An analysis of the project schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
 - e. If the protest is continuing, the information required above shall be supplemented upon request by the Project Engineer until the protest is resolved.

Throughout any protested Work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Engineer access to these and any other records related to the protested Work as determined by the Engineer.

The Engineer will evaluate all protests provided the procedures in this Section are followed. If the Engineer determines that a protest is valid, the Engineer will adjust payment for Work or time by an equitable adjustment in accordance with WSDOT Standard Specifications Section 1-09.4. Extensions of time will be evaluated in accordance with WSDOT Standard Specifications Section 1-08.8. No adjustment will be made for an invalid protest.

If the Engineer determines that the protest is invalid, that determination and the reasons for it will be provided in writing to the Contractor. The determination will be provided within 14 calendar days after receipt of the Contractor's supplemental written statement (including any additional information requested by the Project Engineer to support a continuing protest) described in item 2 above.

If the Contractor does not accept the Engineer's determination then the Contractor shall pursue the dispute and claims procedures set forth in WSDOT Standard Specifications Section 1-09.11.

In spite of any protest or dispute, the Contractor shall proceed promptly with the Work as the Engineer orders.

By failing to follow the procedures of WSDOT Standard Specifications Sections 1-04.5 and 1-09.11, the Contractor completely waives any claims for protested Work.

XIV. LIMITATION OF ACTIONS. Contractor must, in any event, file any lawsuit arising from or connected with this Contract, within 120 calendar days from the physical completion date issued by the Engineer or Contractors' ability to file that claim or suit shall be forever barred. This section further limits any applicable statutory limitations period.

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

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

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

The indemnification required for the Work is contained in Exhibit D (Special Provisions) Section 1-07.18(6).

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under

Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

XVIII. INSURANCE. The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

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

The scope of insurance required for the Work is contained in Exhibit D (Special Provisions) Section 1-07.18.

A. MINIMUM SCOPE OF INSURANCE

Contractor shall obtain insurance of the types described below:

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

B. MINIMUM AMOUNTS OF INSURANCE

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

C. OTHER INSURANCE PROVISIONS

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. ACCEPTABILITY OF INSURERS

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

E. VERIFICATION OF COVERAGE

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing insurance of the Contractor before commencement of the work.

F. SUBCONTRACTORS

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

E. NOTICE OF CANCELLATION

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. FAILURE TO MAINTAIN INSURANCE

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

XIX. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XX. BONDS - SEPARATE PAYMENT AND PERFORMANCE BOND REQUIRED. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish both a performance bond and a payment bond to the City, both in the full amount

of the bid with a surety company as surety. The purpose of the bonds is to ensure that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bonds shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company/companies providing such bonds shall agree to be bound to the laws of the State of Washington, and subjected to the jurisdiction of the State of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bonds are supplied and approved by the Engineer and filed with the City Clerk.

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

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

XXII. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

1 Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary

dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Contract, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XVII of this Contract.

- C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.
- D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.
- E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- F. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.
- G. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.
- H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.
- I. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.
- J. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any

Formal Task Assignment Document

Task Number TetraTech 2016-01

The general provisions and clauses of Agreement On-Call Svcs. shall be in full force and effect for this Task Assignment

Location of Project: City of Des Moines near Kent-Des Moines Road and Marine View Drive

Project Title: Lower Massey Creek Improvements

Maximum Amount Payable Per Task Assignment: \$183,048

Completion Date: December 31, 2016

Description of Work:
(Note attachments and give brief description)

Construction administrative services for the construction of the lower Massey Creek improvements, see attached scope of work.

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature:  Date: 3/22/16

Agency Approving Authority: _____ Date: _____

CITY OF DES MOINES
TASK NUMBER 01, 2016-2017 ON-CALL CIVIL ENGINEERING SERVICES
LOWER MASSEY CREEK IMPROVEMENTS
CONSTRUCTION ADMINISTRATION SERVICES
SCOPE OF WORK

The objective of this task assignment is to provide Construction Administration services on an as needed basis for the drainage improvements for the Lower Massey Creek Improvements Project. The project plans, specifications, and cost estimate (PS&E) have been completed and is now ready for bidding. In this contract, Tetra Tech (CONSULTANT) provides support to The City of Des Moines (CITY) during construction as described below. The CONSULTANT will provide construction observation and support services for Quality, but material testing and record drawings for the project will be provided by the Contractor, not the CONSULTANT.

The CONSULTANT shall perform services and furnish materials necessary to accomplish the following work items.

- 1 **Construction Administration Services:** The purpose of this task is to provide services during construction to assist the CITY in monitoring construction activities. Construction administration services shall include providing on-call engineering office support and construction site observation services. The scope of work is based on 40 8-hour working days of construction management. Subtasks include the following:

1.1 **Management:** Activities are as follows:

- 1.1.1 Provide monthly progress reports and invoices of CONSULTANT and subconsultant billing. Seven (7) months processing are anticipated.
- 1.1.2 Coordinate the work efforts of CONSULTANT and subconsultant support services and site inspector services during construction.
- 1.1.3 Maintain progress records such as observation reports, field orders, and Contractor correspondence in an orderly manner throughout the project.

1.2 **Construction Administration:** Activities are as follows:

- 1.2.1 Coordinate with the subconsultants and CITY: Activities include meetings, phone calls, and correspondence.
- 1.2.2 Provide bidding assistance to the CITY, including the following items:
 - Upload contract bid documents and addenda to Builders Exchange in behalf of the CITY.
 - Respond to bid questions from Contractors and suppliers during the bid advertisement period.

- Prepare clarifications to the construction documents in the form of addenda as needed during the advertisement period. The addenda will be uploaded to Builder's Exchange for bidders, in behalf of the CITY.
 - Review bids received, evaluate bids, and prepare a recommendation on award of the contract.
 - Prepare meeting agenda and conduct contract pre-construction meeting at the CITY.
- 1.2.3 Construction Correspondence: Day-to-day verbal and written communications with the CITY and Contractor.
- 1.2.4 Submittal Review: Thirty (30) miscellaneous submittal items are anticipated, including the Contractor's schedule, traffic control plan, approval of subcontractors, and request for approval of materials.
- 1.2.5 Interpretations/Clarifications: Written responses to requests for information (RFI) clarifications of the construction documents as needed or requested by the Contractor.
- 1.2.6 Value Engineering Change Proposal (VECP): CONSULTANT will evaluate and reply in writing with acceptance or rejection of Contractor prepared VECP submittal.
- 1.2.7 Change Orders: Review need for and process change orders because of changed conditions and recommend course of action. Draft field and change orders in a format acceptable to the CITY.
- 1.2.8 Construction Progress Meetings: Attend weekly construction progress meetings (twenty six (26) anticipated) on site with the Contractor to briefly review construction progress, clarifications, upcoming work, and any problems/coordination issues.
- 1.2.9 Design Engineer Site Visit Allowance: An allowance for Design Engineer site visits will include the following:
- Civil Design Engineer (2 in progress, 1 punch list)
 - Electrical Design Engineer (1 in-progress, 1 startup)
- 1.2.10 Review Construction Pay Estimate: Review of the Contractor's monthly construction pay estimate will be based on progress reported and observed in the field, with recommendation to the CITY for a Contractor pay amount. Seven (7) pay estimates are anticipated.
- 1.2.11 Substantial Completion/Final Review: Provide project review to verify substantial completion and final completion including preparation of punch list items for remaining work.

- 1.2.12 Contract Close-out: Provide notices of substantial completion, final inspection and punch list verification. Recommendation of CITY acceptance of the project is included.

1.3 *Special Services:* Activities are as follows:

- 1.3.1 Construction Observation: Provide one (1) part-time construction observer to provide on-site observation services. The construction observer will keep records of construction as well as photographing construction. Daily records will include test data, material quantity and quality, the Contractor's work procedures, difficulties encountered during construction, and any other pertinent data. Periodic activities will include payroll interviews to verify prevailing wages and weekly statements of working days. The construction observer will be in contact with the project manager and CITY as required. Design questions will be referred to the design engineer.
- 1.3.2 Geotechnical Construction Support: AMEC Foster Wheeler Environment & Infrastructure, Inc. (AMEC Foster Wheeler) will provide geotechnical services as described in Attachment B.
- 1.3.3 Riparian Restoration Construction Support: ESA Adolfson will provide riparian restoration services as described in Attachment C.

Assumptions:

- One (1) month of Contractor bidding assumed (March 2016), followed by an assumed six (6) months of active construction (April - September, 2016).
- Contract bid documents and addenda will be distributed through Builders Exchange of Washington, <http://www.bxwa.com/>, in behalf of the CITY.
- Three (3) bid addenda are assumed, at least one technical design related and at least one administrative (bid date, etc.).
- Thirty (30) submittal reviews are assumed.
- Survey and material testing is assumed by Contractor.
- Ten (10) requests for clarification (RFI) responses are assumed.
- One (1) value engineering change proposal (VECP) response is assumed.
- Two (2) change order documents are assumed.
- Twenty-six (26) weekly construction progress meetings are assumed.
- The Contractor will prepare monthly construction pay estimates. Seven (7) monthly reviews by the CONSULTANT of Contractor's construction pay estimates are assumed.
- Part time construction observation is assumed for 8 hours per day, 2 days per week for one month (May 2016), 3 days per week for three months (June – August), and 2 days per week for one month (September), over the assumed six-month duration of active construction.

- Supplemental special inspection testing not specified in construction administration services contract to be provided by Contractor.
- Record drawings will be prepared and submitted by the Contractor.

Deliverables:

- One (1) electronic copy of monthly progress reports/invoices.
- Electronic copies of bid addenda.
- Electronic copy of bid tabulation.
- Ten (10) copies of construction contract pre-construction meeting agenda.
- One (1) electronic copy of construction observation reports, correspondence, and meeting minutes.
- Two (2) electronic copies of the submittal review documents (one to CITY and one to Contractor).
- Two (2) electronic copies of the RFI clarification documents (one to CITY and one to Contractor).
- One (1) copy of change orders.
- One (1) copy of monthly Contractor pay estimates.
- One (1) copy of final review preparation of punch list items for remaining work.
- One (1) paper copy of final record drawings prepared by Contractor and as received from Contractor.

ATTACHMENT A
LOWER MASSEY CREEK IMPROVEMENTS
CONSTRUCTION ADMINISTRATION SERVICES
PROFESSIONAL FEE ESTIMATE

The professional fee estimate to perform the services described in this scope of work is attached.



Tetra Tech, Inc.
 1420 Fifth Avenue, Suite 600
 Seattle WA 98101
 (206) 883-9300
 (206) 883-9301 (FAX)

CLIENT: City of Des Moines
 PROJECT: Lower Massey Creek Improvements
Construction Administration Services
 P.D. No.: 100-SET-P160092 / 135-16-WW032 Proj. No.: _____

EXHIBIT B-2: Estimate of Professional Services

Date: 2/26/2016

Phase Description	TETRA TECH									EXPENSES @ 1.00				SUBCONSULTANTS @ 1.00			PHASE TOTALS		
	Principal Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Project Engineer 2	Project Engineer 2	Sr CADD Tech	Clerical/ Admin	Totals	Total Labor	Travel / Meats	Printing / Reports	Computer / CAD	Misc.	Total Expenses	AMEC FW - Geotechnical		ESA Adolphson Riparian	Total Subs.
1.0 Construction Administration Services																			
1.1 Management																			
1.1.1 Monthly progress reports/invoices, 7 months	1	14					8	23	\$3,249									\$3,249	
1.1.2 Coordinate project team effort		8						8	\$1,408									\$1,408	
1.1.3 Maintain progress records		21					8	29	\$4,272									\$4,272	
1.2 Construction Administration																			
1.2.1 Coordinate with subconsultants and City		14	12					26	\$4,623	\$38	\$20			\$58				\$4,681	
1.2.2 Provide Bidding Assistance		38	8	8	4			58	\$10,181		\$20			\$20				\$10,201	
• Upload contract bid documents		4			4			12											
• Respond to bid questions		6	4	4				16											
• Prepare bid clarifications and addenda		8	4	4				16											
• Review, evaluate, & recommend award		6						6											
• Agenda and pre-construction meeting		4						4											
1.2.3 Construction correspondence		28						28	\$4,927									\$4,927	
1.2.4 Submittal review, 30 submittals		30	12	6	56		15	119	\$17,430		\$50			\$50				\$17,480	
1.2.5 Written clarifications (RFI) as needed, 10 RFIs		20	8	4				32	\$5,708									\$5,708	
1.2.6 Evaluate and reply to VECP as needed, 1 VECP		8	4	2			4	18	\$2,986									\$2,986	
1.2.7 Review and process change orders, 2 CO's		24	4				6	30	\$6,102									\$6,102	
1.2.8 Attend weekly Contractor progress meetings (26)		130						130	\$22,876	\$491	\$20			\$511				\$23,387	
1.2.9 Design Engineer Site Visit Allowance			16	10				26	\$4,752									\$4,752	
1.2.9 Review Construction Pay Requests, 7 months		14					7	21	\$2,968									\$2,968	
1.2.10 Substantial Completion/Final Review		8						8	\$1,408									\$1,408	
1.2.11 Contract Close-out	1	8					6	15	\$2,049									\$2,049	
1.3.1 Construction Observation, 2 mo @ 40% & 4 mo @ 60%						464		464	\$64,962	\$1,096	\$20			\$1,116				\$66,079	
1.3.2 Geotechnical Construction Support, Attachment B		12						12	\$2,112	\$57				\$57	\$9,281		\$9,281	\$11,450	
1.3.3 Riparian Restoration Construction Support, Attachment C		8						8	\$1,408	\$36				\$36		\$8,496	\$8,496	\$9,940	
TOTAL HOURS	2	385	64	30	60	464	10	50	1,065	163,422	\$1,718	\$130			\$1,848	\$9,281	\$8,496	\$17,777	\$183,048
DIRECT JOB WAGES (DJW)	\$69.42	\$58.57	\$59.90	\$62.34	\$46.28	\$46.60	\$40.30	\$24.00											
SUBTOTALS	\$139	\$22,549	\$3,834	\$1,870	\$2,777	\$21,622	\$403	\$54,394											
TOTAL ESTIMATED WAGES								\$54,394											
WAGE OVERHEAD @ 170.44%								\$92,710											
PROFESSIONAL FEE @ 30%								\$16,318											

TOTAL COMPENSATION: \$183,048

- Notes:
1. Direct Job Wages and number of hours are for estimating purposes only. Invoices will be based on actual wages and hours of staff assigned to the project.
 2. Direct job wages are subject to change to reflect periodic adjustments in Tetra Tech salary levels.

ATTACHMENT B
LOWER MASSEY CREEK IMPROVEMENTS
GEOTECHNICAL CONSTRUCTION SUPPORT
PROFESSIONAL FEE ESTIMATE

The professional fee estimate to perform the services described in this scope of work is attached.



January 26, 2016
6917-17618-A

Tetra Tech
1420 Fifth Avenue, Suite 600
Seattle, Washington 98101

Attention: Mr. Greg Gaasland, P.E.

Subject: **Proposal for Construction Support Services
Massey Creek Flood Wall**
Des Moines, Washington

Dear Greg:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is pleased to present our proposed scope of services and estimated costs to provide geotechnical construction support services for the Massey Creek Floodwall Project.

PROJECT DESCRIPTION

The project site is the area bordered by South Kent-Des Moines (KDM) Road on the north, Massey Creek on the south, the intersection with 10th Avenue South / South 230th Street on the east and the Taco Time property (809 KDM Road) on the west, in Des Moines, Washington. The property is about 480 feet in length along KDM Road, as narrow as 15 to 20 feet on the eastern half, and as wide as about 140 feet on the western half. The site is generally flat-lying, with Massey Creek incised about five feet lower than surrounding grade.

Plans are to provide added flood protection in the area, by constructing a flood wall along the south side of Massey Creek, and constructing an earthen berm along the north side of the creek. Plans also include restoring the creek bottom including anchored large woody debris, and installing a lift station and associated storm drain piping.

SCOPE OF WORK

As discussed with you, the Amec Foster Wheeler scope of services includes:

11810 North Creek Parkway N.
Bothell, Washington 98011
(425) 368-1000 Phone
(425) 368-1001 Facsimile
www.amecfw.com

Bid Support:

- Respond to questions during bid phase; and
- Respond to geotechnical aspects of RFIs during construction phase, as required.

Review Contractor submittals:

- Review Contractor submittals for imported backfill; and
- Review of other earthwork-related submittals as requested.

Geotechnical services during construction:

- Part time visits to observe
 - Sheet pile installation;
 - Proof testing of large woody debris anchors;
 - General earthwork;
 - Pump station construction (temporary dewatering, subgrade condition prior to backfill);
- Providing daily field reports, and a final inspection summary letter; and
- Attendance at site meetings as required.

This scope of work does not include subcontract lab testing of soils for moisture, gradation and Proctor determination to be used in conjunction with soil compaction testing. We could provide a scope and budget to perform these services if required.

This scope does not include other materials testing and inspection of asphalt, concrete or steel.

Other tasks that we will monitor on a part-time "spot check" basis while we are on-site during construction include site preparation, temporary slope excavations, temporary erosion and sedimentation installation and maintenance, and temporary and permanent drainage installation.

The contractor for the project should realize that our work does not include supervision or direction of the actual work performed by the contractor, his employees, or agents. We will use accepted

engineering and construction monitoring procedures; however, our involvement will not relieve the contractor of his primary responsibility to produce a completed project conforming to the project plans and specifications. Furthermore, Amec Foster Wheeler will not be responsible for job or site safety on this project, as this is the responsibility of the contractor.

Reporting

Our field personnel will provide verbal results to the project superintendent or resident engineer each day after completion of each inspection and will submit a draft written *Daily Field Report* within 24 hours. Daily field reports will be reviewed by our project manager, and final signed versions of the Daily Field Reports will be e-mailed to the Owner's representative (and other parties as requested) on a weekly basis. Whenever a deficiency is noted, our inspectors will provide immediate verbal notification to the appropriate personnel and note the deficiency on our Field Report for re-inspection. If the deficiency is not corrected, a non-conformance report will be generated and distributed by e-mail. A *Final Inspection Summary Letter* will be prepared for submittal to the building official upon completion of construction activities if required.

SCHEDULE

A detailed construction schedule has not been developed as of this writing. The scheduling and amount of time involved in our services will depend on the Contractor's construction methods and schedule. Based on our discussions with you, we understand work may begin in summer 2016. We have developed a budget estimate based on our understanding of part-time inspection services. Construction difficulties, delays or re-engineering could increase our estimated budget.

A summary of the tasks we interpret to require geotechnical support is as follows:

Task Name	Inspection	Estimated Duration
Bid Support	N/A	4 hours
Review Submittals and RFIs	N/A	4 hours
Kickoff meeting	N/A	1 trip (4 hours)
Monitor Sheet Pile Installation	Part time (half day visits)	3 days
Monitor proof testing of large woody debris soil anchors	Part time (half day visits)	2 days
Monitor general earthwork	Part time (half day visits)	1 day
Monitor pump station subgrade	Part time (half day visits)	1 day

Our level of involvement is expected to vary from full-time to part-time depending upon the actual schedule and sequencing of construction activities. We have assumed the contractor will work a 40-hour work week. We would request that services be scheduled 24 hours in advance of the time our personnel are needed at the project site.

STAFFING

Depending on the phase of the project, we anticipate using the following personnel:

- The project manager will be a geotechnical engineer out of our Bothell office. He will be assisted with clerical and administrative staff;
- Senior geotechnical engineers or senior engineering geologists from our Bothell office will be utilized to observe sheet pile installation; and
- Staff level geotechnical engineers or geologists will be utilized for part time monitoring for foundation subgrade checks, with spot check observation of soil anchor proof testing, and earthwork, as well as temporary erosion and sedimentation installation and maintenance, and temporary and permanent drainage installation.

COST ESTIMATE

The estimated cost to provide the basic construction monitoring services for this project is shown on the attached Table 1. Amec Foster Wheeler's services will be performed on a time-and-expenses not-to-exceed basis, using the rates in Table 1. We understand this proposal and budget estimate will be an attachment to your subconsultant agreement.

The actual cost of our services will be related to the contractor's schedule for the project. We will work with the contractor to limit the time we are needed on-site for inspection.

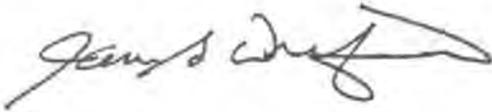
Our project manager will receive weekly budget status reports, and invoices will be sent on a monthly basis. Using this information, we will keep you informed of any potential changes in the scope of work or the budget.

CLOSURE

We appreciate the opportunity to submit this proposal and to be of continued service. If you have any questions or need additional information, please feel free to contact our office.

Sincerely,

Amec Foster Wheeler Environment & Infrastructure, Inc.

A handwritten signature in black ink, appearing to read "James S. Dransfield". The signature is fluid and cursive, with a prominent loop at the end.

James S. Dransfield, P.E.
Principal Geotechnical Engineer

Reviewed by
Henry Brenniman, LG
Senior Engineering Geologist

Enclosure
Table 1 – Budget Estimate for Geotechnical Construction Monitoring

Table 1 Budget Estimate for Geotechnical Construction Monitoring

PROFESSIONAL SERVICES			
Staff	Hours	Rate	Cost
<u>Project Engineer</u> Attend 1 pre-construction meeting (2.5 hours + 1.5 hours travel), plus bid support, submittal review, field report review, and project management (8 hours).	12	\$200	\$2,400
<u>Senior Engineer/Geologist</u> Attend 1 pre-construction meeting, monitor sheet pile installation on part time basis. Assuming 1 pre-construction meeting (4 hours); and 3 visits (4 hours + 1.5 hours travel + 0.5 hour field report)	22	\$150	\$3,300
<u>Staff Engineer/Geologist</u> Monitor earthwork, anchor proof tests, and pump station subgrade prep on part time basis. Assuming 4 visits (4 hours + 1.5 hours travel + 0.5 hour field report).	24	\$125	\$3,000
<u>Clerical</u> Project administration	4	\$60	\$240
Subtotal Professional Services (includes optional tasks)			\$8,940
EXPENSES			
Item	Quantity	Rate	Cost
Mileage (7 round trips @75 miles)	525	\$0.65	\$341
Subtotal Expenses			\$341
BUDGET ESTIMATE			\$9,281

ATTACHMENT C
LOWER MASSEY CREEK IMPROVEMENTS
RIPARIAN RESTORATION CONSTRUCTION SUPPORT
PROFESSIONAL FEE ESTIMATE

The professional fee estimate to perform the services described in this scope of work is attached.

I. BACKGROUND

Lower Massey Creek flood control project construction is planned to occur in the summer 2016. Final plant installation is proposed for the fall 2016. The City has requested assistance to coordinate with the construction contractor during the site grading, stabilization, and final plant installation and to review the work following plant installation to determine if work was done per the contract documents.

II. SCOPE OF WORK

Based on the information outlined above, ESA's scope of work to support construction includes the following:

- Coordinate with the City, Tetra Tech, and the Contractor through the project.
- Respond to up to 5 requests for additional information or clarifications (estimated at 2 hours each).
- Conduct up to 5 half day site visits to assist contractors (estimated at 5 hours per visit, including travel time).
- Conduct an inspection of plant materials upon delivery to the site to evaluate if the material meets the construction specifications and required quantities.
- Provide assistance to the contractor during plant installation to interpret the plans and assist with minor adjustments as required by adjusted field conditions.
- Develop a punch list of items to be completed.
- Conduct a post installation inspection to determine if plant materials were installed per plan, and prepare a brief memo documenting installation.

ASSUMPTIONS

- The City shall be responsible for distributing any requests for information or submittal information provided by the Contractor.
- The City shall notify ESA of the contractors schedule at least 48 hours prior to any on-site work.
- Additional site visits or submittal review beyond the number specified will require a contract amendment.
- This scope of work does not include any as-built survey or post construction monitoring.

Lower Massey Creek Construction Sup
ESA

LBA
 26-Jan-16

Labor Category Rate	Senior Managing Associate II \$ 45.45	Managing Associate I \$ 43.00	Technical Assoc. I	Senior Associate II \$ 35.25	Senior Associate I	Associate I \$ 28.25	Clerical \$ 20.00	Total
Task 1								
<i>Task 1 Construction Support</i>								
Coordination with City and Contractor	4	6				4	2	16.00
Submittal Review (up to 5)		4		6				10.00
Site Observation (up to 5 half day visits)		6		26				32.00
Post-installation inspection				8				8.00
								-
<i>Subtotal hours</i>	4	16	0	40	0	4	2	66.00
<i>Subtotal labor</i>	\$ 181.80	\$ 688.00	\$ -	\$ 1,410.00	\$ -	\$ 113.00	\$ 40.00	\$ 2,432.80
<i>208.95% OH</i>								\$ 5,083.34
<i>30% Fee on DL</i>								\$ 729.84
<i>Reimbursables</i>								\$ 250.00
<i>Subconsultant</i>								
Subtotal								\$ 8,495.98

Total Estimate

\$ 8,495.98

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Bid Opening: 2:00 p.m. 3/21/2016

Lower Massey Creek Improvements Project

Bid Summary	Total (incl. tax)
1 Reed Trucking & Excavation	\$ 915,625.86
2 TEK Construction	\$ 962,460.11
3 Stellar J. Corporation	\$ 974,915.18
4 Redside Construction LLC	\$ 983,039.10
5 Mike McClung Construction	\$ 1,121,182.82
6 IO Environmental and Infrastructure	\$ 1,035,797.95
7 Quigg Brothers Inc.	\$ 1,055,888.79
8 DPK Inc.	\$ 1,067,202.44
9 Hoffman Construction	\$ 1,147,449.95
Engineer's Estimate	\$ 958,364.70

CITY OF DES MOINES - LOWER MASSEY CREEK IMPROVEMENTS PROJECT
2:00 PM 03-21-16 Bid Submittal

Item	Amount	Unit	Engineer's Probable Cost Estimate		1 Need Trucking & Excavation		2 TEK Construction		3 Stellar J Corporation		4 Redside Construction LLC		
			Price	Total	Price	Total	Price	Total	Price	Total	Price	Total	
SCHEDULE A - Lower Massey Creek Improvements													
1	MOBILIZATION (SEE BELOW)	1	L.S.	\$ 79,565.40	\$ 79,565.40	\$ 80,000.00	\$ 80,000.00	\$ 50,000.00	\$ 50,000.00	\$ 85,000.00	\$ 85,000.00	\$ 168,000.00	\$ 168,000.00
2	CLEARING AND GRUBBING	0.39	AC	\$ 5,000.00	\$ 1,950.00	\$ 20,000.00	\$ 7,800.00	\$ 30,000.00	\$ 11,700.00	\$ 12,000.00	\$ 4,680.00	\$ 88,000.00	\$ 34,320.00
3	REMOVAL OF STRUCTURE AND OBSTRUCTION	1	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00
4	GRAVEL BORROW INCL. HAUL	760	TON	\$ 20.00	\$ 15,200.00	\$ 40.00	\$ 30,400.00	\$ 50.00	\$ 38,000.00	\$ 40.00	\$ 30,400.00	\$ 29.00	\$ 22,040.00
5	EMBANKMENT COMPACTION	110	CY	\$ 3.50	\$ 385.00	\$ 10.00	\$ 1,100.00	\$ 65.00	\$ 7,150.00	\$ 30.00	\$ 3,300.00	\$ 5.00	\$ 550.00
6	SELECT BACKFILL	105	CY	\$ 60.00	\$ 6,300.00	\$ 60.00	\$ 6,300.00	\$ 135.00	\$ 14,175.00	\$ 22.00	\$ 2,310.00	\$ 43.00	\$ 4,515.00
7	CHANNEL EXCAVATION INCL. HAUL	620	CY	\$ 20.00	\$ 12,400.00	\$ 60.00	\$ 37,200.00	\$ 50.00	\$ 31,000.00	\$ 30.00	\$ 18,600.00	\$ 27.00	\$ 16,740.00
8	QUARRY SPALLS	9	TN	\$ 65.00	\$ 585.00	\$ 80.00	\$ 720.00	\$ 1.00	\$ 9.00	\$ 75.00	\$ 675.00	\$ 52.00	\$ 468.00
9	STREAMBED SEDIMENT	56	TN	\$ 32.00	\$ 1,792.00	\$ 50.00	\$ 2,800.00	\$ 100.00	\$ 5,600.00	\$ 50.00	\$ 2,800.00	\$ 72.00	\$ 4,032.00
10	STREAMBED COBBLES	183	TN	\$ 34.00	\$ 6,222.00	\$ 70.00	\$ 12,810.00	\$ 50.00	\$ 9,150.00	\$ 80.00	\$ 14,640.00	\$ 63.00	\$ 11,529.00
11	STREAMBED BOULDER	46	EA	\$ 150.00	\$ 6,900.00	\$ 200.00	\$ 9,200.00	\$ 50.00	\$ 2,300.00	\$ 150.00	\$ 6,900.00	\$ 200.00	\$ 9,200.00
12	CATCH BASIN TYPE 1L	1	EA	\$ 1,400.00	\$ 1,400.00	\$ 1,200.00	\$ 1,200.00	\$ 700.00	\$ 700.00	\$ 1,200.00	\$ 1,200.00	\$ 2,000.00	\$ 2,000.00
13	CATCH BASIN TYPE 1	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00	\$ 700.00	\$ 700.00	\$ 1,200.00	\$ 1,200.00	\$ 2,000.00	\$ 2,000.00
14	CORRUGATED POLYETHYLENE STORM SEWER PIPE 12 IN. DIAM.	260	L.F.	\$ 65.00	\$ 13,000.00	\$ 40.00	\$ 8,000.00	\$ 30.00	\$ 6,000.00	\$ 45.00	\$ 9,000.00	\$ 65.00	\$ 13,000.00
15	CORRUGATED POLYETHYLENE STORM SEWER PIPE 18 IN. DIAM.	39	L.F.	\$ 85.00	\$ 3,315.00	\$ 50.00	\$ 1,950.00	\$ 50.00	\$ 1,950.00	\$ 78.00	\$ 3,042.00	\$ 120.00	\$ 4,680.00
16	ELASTOMERIC CHECK VALVE	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 7,500.00	\$ 7,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00
17	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.	94	L.F.	\$ 100.00	\$ 9,400.00	\$ 50.00	\$ 4,700.00	\$ 50.00	\$ 4,700.00	\$ 64.00	\$ 6,016.00	\$ 88.00	\$ 8,272.00
18	PERMEABLE BALLAST	11	TON	\$ 30.00	\$ 330.00	\$ 700.00	\$ 2,200.00	\$ 1.00	\$ 11.00	\$ 175.00	\$ 1,925.00	\$ 80.00	\$ 880.00
19	SILT FENCE	140	L.F.	\$ 6.00	\$ 840.00	\$ 6.00	\$ 840.00	\$ 3.00	\$ 420.00	\$ 5.00	\$ 700.00	\$ 13.50	\$ 1,890.00
20	TOPSOIL TYPE A	500	CY	\$ 40.00	\$ 20,000.00	\$ 40.00	\$ 20,000.00	\$ 50.00	\$ 25,000.00	\$ 47.00	\$ 23,500.00	\$ 28.00	\$ 14,000.00
21	SEEDING, FERTILIZING AND MULCHING	0.34	AC	\$ 5,000.00	\$ 1,700.00	\$ 8,000.00	\$ 2,720.00	\$ 5,000.00	\$ 1,700.00	\$ 8,500.00	\$ 2,890.00	\$ 9,800.00	\$ 3,332.00
22	TACKIFIER	0.34	AC	\$ 4,000.00	\$ 1,360.00	\$ 2,000.00	\$ 680.00	\$ 2,000.00	\$ 680.00	\$ 2,000.00	\$ 680.00	\$ 1,700.00	\$ 578.00
23	BIODEGRADABLE EROSION CONTROL BLANKET	1,900	S.Y.	\$ 3.00	\$ 5,700.00	\$ 4.00	\$ 7,600.00	\$ 4.00	\$ 7,600.00	\$ 4.00	\$ 7,600.00	\$ 1.10	\$ 2,090.00
24	CHECK DAM	31	L.F.	\$ 12.00	\$ 372.00	\$ 20.00	\$ 620.00	\$ 20.00	\$ 620.00	\$ 3.00	\$ 93.00	\$ 28.00	\$ 868.00
25	PLASTIC COVERING	1,271	S.Y.	\$ 2.50	\$ 3,177.50	\$ 2.00	\$ 2,542.00	\$ 1.00	\$ 1,271.00	\$ 2.50	\$ 3,177.50	\$ 1.10	\$ 1,398.10
26	STABILIZED CONSTRUCTION ENTRANCE	89	S.Y.	\$ 17.00	\$ 1,513.00	\$ 33.00	\$ 2,937.00	\$ 10.00	\$ 890.00	\$ 37.00	\$ 3,293.00	\$ 13.00	\$ 1,157.00
27	STREET CLEANING	40	HR.	\$ 175.00	\$ 7,000.00	\$ 135.00	\$ 5,400.00	\$ 200.00	\$ 8,000.00	\$ 180.00	\$ 7,200.00	\$ 90.00	\$ 2,000.00
28	INLET PROTECTION	2	EA.	\$ 75.00	\$ 150.00	\$ 75.00	\$ 150.00	\$ 50.00	\$ 100.00	\$ 70.00	\$ 140.00	\$ 80.00	\$ 160.00
29	WATTLE	814	L.F.	\$ 5.00	\$ 4,070.00	\$ 5.00	\$ 4,070.00	\$ 3.00	\$ 2,442.00	\$ 3.00	\$ 2,442.00	\$ 2.50	\$ 2,035.00
30	WEED AND PEST CONTROL	1	EST.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
31	BARK OR WOOD CHIP MULCH	0.81	AC	\$ 20,000.00	\$ 6,200.00	\$ 25,000.00	\$ 7,750.00	\$ 20,000.00	\$ 6,200.00	\$ 15,000.00	\$ 4,650.00	\$ 15,000.00	\$ 4,650.00
32	TEMPORARY SEDIMENT TRAP	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,500.00	\$ 9,500.00	\$ 7,500.00	\$ 7,500.00
33	PLANTING	1	L.S.	\$ 31,300.00	\$ 31,300.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,500.00	\$ 15,500.00	\$ 20,000.00	\$ 20,000.00
34	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 6,000.00	\$ 6,000.00	\$ 26,000.00	\$ 26,000.00	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	\$ 13,000.00	\$ 13,000.00
35	CONSTRUCTION SIGNS CLASS A	240	S.F.	\$ 25.00	\$ 6,000.00	\$ 5.00	\$ 1,200.00	\$ 12.00	\$ 2,880.00	\$ 25.00	\$ 6,000.00	\$ 2.00	\$ 480.00
36	STRUCTURE EXCAVATION CLASS B INCL. HAUL	250	CY	\$ 15.00	\$ 3,750.00	\$ 40.00	\$ 10,000.00	\$ 1.00	\$ 250.00	\$ 30.00	\$ 7,500.00	\$ 24.00	\$ 6,000.00
37	SHORING OR EXTRA EXCAVATION CL. B.	1,921	S.F.	\$ 2.00	\$ 3,842.00	\$ 1.00	\$ 1,921.00	\$ 1.00	\$ 1,921.00	\$ 13.00	\$ 24,973.00	\$ 1.50	\$ 2,881.50
38	CONSTRUCTION GEOTEXTILE FOR DITCH LINING	60	S.Y.	\$ 4.00	\$ 240.00	\$ 20.00	\$ 1,200.00	\$ 3.00	\$ 180.00	\$ 3.50	\$ 210.00	\$ 9.00	\$ 540.00
39	TEMPORARY STREAM BYPASS SYSTEM	1	L.S.	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 7,000.00	\$ 7,000.00	\$ 70,000.00	\$ 70,000.00	\$ 25,425.00	\$ 25,425.00
40	PACKAGED LIFT STATION	1	L.S.	\$ 97,700.00	\$ 97,700.00	\$ 70,000.00	\$ 70,000.00	\$ 75,000.00	\$ 75,000.00	\$ 133,400.00	\$ 133,400.00	\$ 151,500.00	\$ 151,500.00
41	LIFT STATION ELECTRICAL CONNECTION	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 26,000.00	\$ 26,000.00	\$ 14,000.00	\$ 14,000.00	\$ 13,500.00	\$ 13,500.00	\$ 24,000.00	\$ 24,000.00
42	FURNISHING AND DRIVING STEEL SHEET PILING	7,378	S.F.	\$ 45.00	\$ 332,010.00	\$ 37.00	\$ 272,986.00	\$ 50.00	\$ 368,900.00	\$ 28.50	\$ 210,273.00	\$ 29.00	\$ 213,962.00
43	GEOGRID CELL	212	L.F.	\$ 25.00	\$ 5,300.00	\$ 65.00	\$ 13,992.00	\$ 30.00	\$ 6,360.00	\$ 77.00	\$ 16,324.00	\$ 40.00	\$ 8,480.00
44	LOG WITH ROOTWAD	6	EA.	\$ 4,000.00	\$ 24,000.00	\$ 1,200.00	\$ 7,200.00	\$ 2,500.00	\$ 15,000.00	\$ 4,000.00	\$ 24,000.00	\$ 1,500.00	\$ 9,000.00
45	BANK LOG	6	EA.	\$ 2,500.00	\$ 15,000.00	\$ 1,200.00	\$ 7,200.00	\$ 2,200.00	\$ 13,200.00	\$ 3,500.00	\$ 21,000.00	\$ 1,000.00	\$ 6,000.00
46	BED CONTROL LOG	4	EA.	\$ 3,000.00	\$ 12,000.00	\$ 1,200.00	\$ 4,800.00	\$ 2,200.00	\$ 8,800.00	\$ 2,200.00	\$ 8,800.00	\$ 1,000.00	\$ 4,000.00
47	DEWATERING	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00	\$ 7,500.00	\$ 7,500.00	\$ 9,500.00	\$ 9,500.00
48	FORCE ACCOUNT	1	EST.	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
49	MINOR CHANGE	1	CALC.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
50	SPCC PLAN	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00
51	CONNECTION TO DRAINAGE STRUCTURE	2	EA.	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 1,200.00	\$ 2,400.00	\$ 900.00	\$ 1,800.00	\$ 2,500.00	\$ 5,000.00
52	SURVEY	1	L.S.	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 16,000.00	\$ 16,000.00	\$ 6,000.00	\$ 6,000.00	\$ 18,000.00	\$ 18,000.00
Calculated Bid Submittal					\$ 875,218.90		\$ 836,188.00		\$ 878,959.00		\$ 890,333.50		\$ 897,752.60
Sales Tax @ 9.5%				9.5%	\$ 83,145.80	9.5%	\$ 79,437.86	9.5%	\$ 83,501.11	9.5%	\$ 84,581.68	9.5%	\$ 85,286.50
CALCULATED TOTAL BID - SCHEDULE A					\$ 958,364.70		\$ 915,625.86		\$ 962,460.11		\$ 974,915.18		\$ 983,039.10
SUBMITTED TOTAL BID AMOUNT							\$ 915,625.86		\$ 962,460.11		\$ 974,915.18		\$ 983,039.10
MATH CORRECTIONS TO SUBMITTED TOTAL BID							\$ -		\$ (147.83)		\$ 8,968.05		\$ -
MATH CORRECTIONS % OF SUBMITTED TOTAL BID							0.0%		0.0%		0.9%		0.0%
CORRECTED BID AMOUNT = CALCULATED TOTAL BID					\$ 958,364.70		\$ 915,625.86		\$ 962,460.11		\$ 974,915.18		\$ 983,039.10

**CITY OF DES MOINES
2016 -2021 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

Lower Massey Creek Channel Modifications **451.821**

CIP Category: Surface Water Mgmt

Managing Department: Plan, Build & PW Admin

Summary Project Description:
This project involves widening the Massey Creek channel between 10th Avenue South and the Taco Time property east of Marine View Drive, berming the north side of the creek, constructing a sheetpile floodwall on the south side of the creek, installing a small pump station, installing native plantings along the stream, removing invasive species and installing stream fish habitat features such as woody debris, stream boulders and bank logs. External funding is provide from King County with two grants: \$200K Flood Reduction Grant and \$196 Regional Opportunity Grant.

Justification/Benefits: The purpose of the improvements is to enhance habitat along this portion of Massey Creek, improve flood capacity of the channel and reduce intersection flooding at Kent-Des Moines Road and Marine View Drive. Land for this project was purchased in 1998. This project is identified in the 1992 Massey Creek Basin Plan and the 1994 Lower Massey Creek Flood Alternative Analysis.

PROJECT SCOPE		ANNUAL ALLOCATION							
<i>Expenditures</i>	<i>Total Budget</i>	<i>Project to Date 12/31/14</i>	<i>Scheduled Year 2015</i>	<i>Plan Year 2016</i>	<i>Plan Year 2017</i>	<i>Plan Year 2018</i>	<i>Plan Year 2019</i>	<i>Plan Year 2020</i>	<i>Plan Year 2021</i>
Design	373	260	113						
Land & Right of Way	-								
Construction	1,129			1,129					
Contingency	407		50	357					
Total Expenditures	1,909	260	163	1,486	-	-	-	-	-

<i>Funding Sources</i>	<i>Total Budget</i>	<i>Project to Date 12/31/14</i>	<i>Scheduled Year 2015</i>	<i>Plan Year 2016</i>	<i>Plan Year 2017</i>	<i>Plan Year 2018</i>	<i>Plan Year 2019</i>	<i>Plan Year 2020</i>	<i>Plan Year 2021</i>
Surface Water Utility	1,513	260	163	1,090					
To Be Determined	-								
Local Grants (County, etc.)	396			396					
State of Washington Grants (Unconfirmed)	-								
Federal Grants	-								
Private Contributions	-								
Debt Proceeds	-								
Total Funding	1,909	260	163	1,486	-	-	-	-	-

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Communications Plan/Neighborhood
Advisory Council

FOR AGENDA OF: March 31, 2016

ATTACHMENTS:

1. Draft Communications Plan
2. City of Tacoma Neighborhood Council Ordinance
3. City of Tacoma Standards and Guidelines Neighborhood Councils
4. Neighborhood Advisory Committee application form

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: March 25, 2016

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this report is to request City Council direction on the Draft Communications Plan and formation of a Neighborhood Advisory Committee.

Suggested Motion

None. Council direction is request.

Background

During its 2015 and 2016 planning retreats, the City Council included as one of its short-term strategic objectives development and implementation of a communications plan. Staff has been working on this plan since mid-2015, providing Council a preliminary overview of the content and structure of a communications plan during the July 23, 2015, City Council meeting and a draft communications plan at the January 7, 2016 City Council meeting. In addition, the City Council discussed creation of a Neighborhood Advisory Committee during its 2016 planning retreat. A committee of this nature is included as one of the strategies in the draft communications plan.

Discussion

The draft communications plan contains sixteen strategies to enhance the City's efforts to communication with residents, businesses, and visitors to improve knowledge and understanding of the City's services, projects, programs, events, activities, etc. in the community and beyond. These strategies were presented and described to the City Council at the January 7, 2016 Council meeting. Council asked that the plan and the strategies be brought back for discussion and direction at a future meeting.

The creation of a neighborhood advisory committee generated a great deal of discussion and interest at the 2016 planning retreat. In order to facilitate discussion and implementation of this committee, staff has found information about the City of Tacoma's Neighborhood Council program and has included this information as an attachment to this agenda item. The Tacoma information references a body called the "Community Council" (see page 6 attachment 3) that is made up of representatives of each Neighborhood Council. Staff was unable to find any additional information on this Council as of the creation of this agenda item. We have a call into the City of Tacoma and hope to have more information to share at the March 31, 2016 City Council meeting. In anticipation of the City Council directing that a neighborhood advisory committee be created, an application form for interested individuals to complete has been drafted to facilitate moving forward with such a committee as soon as possible.

Alternatives

NA

Financial Impact

NA

Recommendation or Conclusion

NA

Concurrence

NA

Draft

City of Des Moines

**Communications
Plan**

2016

Introduction

This Communications Plan is in response to the Council's 2015 and 2016 Vision and Mission Statements specific goal to improve and enhance community communications. The overall purpose of the Plan is to improve relationships with the general community through more effective communication and education on community issues. The plan focuses on the development of goals and strategies to more effectively engage the community and bridge the communications gap between citizens and government.

In an effort to move forward in the development of a communications strategy for the Council, the City Manager appointed a staff committee to develop and implement a written, measurable communications plan. The committee identified goals and strategies to effectively communicate with constituencies and community members, help set priorities, provide focus and direction to those involved in day-to-day operations, and improve the overall effectiveness of the City in meeting the needs of its citizens. The Plan encompasses written, spoken and electronic interactions with the community and provides effective tools for communication.

The components of this Plan include:

1. Determining Goals
2. Identifying Audiences
3. Developing Messages
4. Selecting Communication Channels
5. Strategies
6. Create an evaluation/feedback process to determine the Plan's effectiveness

Goals:

Based on City Council's discussions at planning retreats and the first presentation of this plan, the following goals/outcomes were developed for the Communication Plan:

- Establish methods for Proactive Communications
- Establish methods for Reactive Communications
- Establish an Interactive Process for the Public to communicate with the City
- Increased community understanding and knowledge of the City, its services and fiscal situation
- Increased support for City government and services as a result of positive community interactions with the City
- Increased trust from the community as a result of positive relationships and effective communications

Audiences:

The Committee identified the following key audiences in the community (in alphabetical

order):

- Businesses/business owners
- Citizens at large
- City commissions and committees
- City staff
- Community organizations
- Critics of City government
- Developers
- Environmental groups
- Future/potential business owners
- Future employees
- Media (print, radio and television, internet)
- Other governmental agencies (local, county, state)
- Potential funders
- Property owners (residential and business)
- Renters
- Seniors
- Tourists
- Users of City services

Messages and Communications Channels:

The Committee conducted an internal assessment of current communications activities in each department to determine which communications channels were being used and what messages/information were being conveyed and identified the following:

CITY CLERK

- City web page
- Meeting information (Council agendas, packets, minutes)
- Posting of Ordinances
- Posting of Resolutions
- DMMC Code updates
- Public notices (published in the Seattle Times and posted at Des Moines/Woodmont Library, City Hall, Marina and Redondo)
- Direct communication (phone, in person, in community)
- City Facebook page
- Council meetings

COURT/PROBATION

- TV Screen in Lobby
 - Contact Info
 - Daily Hearings
 - Payment Information
- Printed Resources
 - Treatment Provider Information
 - Community Resource Guides
 - Bus Schedules
 - 3rd Party Correctional Service Providers
 - Payment Information
- Outreach to local schools
 - St. Philomena
 - Field Trips
 - Mt. Rainier High School (in the works)
 - Working on mock court/teen court
- Community Involvement
 - Donating time and resources to organizations that impact the community
 - Genesis Project
 - Aids prostitution survivors
 - OPS
 - Aids prostitution survivors and johns
- Bulletin boards (in the works)
 - Information for DV Survivors
 - Health Care
 - Criminal Justice Education

ENGINEERING

- Project web pages.
- Regulatory noticing of activities and projects (Environmental permitting etc.).
- Stakeholder updates (Grant agencies, funding partners, oversight bodies etc).
- Public open houses, surveys, City Council briefings.
- 'Fix It' Forms for public service requests.
- Direct communication (phone, email etc).
- City capital strategic planning documents (CIP, TIP etc).

FINANCE

- Post the following documents to the city website:
 - City's annual Operating & capital budget
 - audited Financial Statements from the Washington State Auditor's Office

- Accountability Audit Report from the Washington State Auditor's Office
- Answer questions re: (mostly) B & O tax; senior discounts for cable, solid waste, & SWM fees

PARKS, RECREATION AND SENIOR SERVICES

The divisions within the department are as follows: Facilities (F), Recreation (R), Senior Center (S), Administration (A), and Arts Commission (AC)

Social Media

- Facebook (F) (AC) (R) (S)
 - <https://www.facebook.com/BPEventcenter>
 - <https://www.facebook.com/desmoinesartscommission>
 - <https://www.facebook.com/desmoinesparksandrecreation>
 - <https://www.facebook.com/desmoineslegacyfoundation>
- Pinterest(F)
 - www.pintrist/beachparkeventcenter.com
- Twitter (F) (R)
 - <https://www.pintrist.com/dmbeachpark.com>
 - <https://twitter.com/desmoinesparks1>
- Instagram (F)
 - Follow DesMoinesBeachPark
- News releases in print and online (AC) (S) (A)
- BeachParkEventCenter.com (F)
- DesMoinesFoodTruckPOD.com(Under Construction)
- DesMoinesMarina.com (F)
- Eventective.com (F)
- theknot.com (F)
- SouthSoundWeddings.com (F)
- BridesClub.com (F)
- SeattleSouthSide.com (F) (AC)
- DesMoinesArtsCommission.com (AC) (A)
- Banquetandevents.com (F)
- 360.com (F)
- cvent.com (F)
- 4Culture.org (AC)
- SoCoCulture.org (AC)
- E-Mail (F) (R) (S) (A)
- Waterland Blog (AC) (R) (S) (A)
- mywedding.com (F)
- Tothebeachwa.com
- City Website (S) (R) (A)
- Brown Paper Tickets (AC) (A)
- Normandy Park website (S)

- Public surveys (S) (AC) (A) (R)
- Rec & Roll Constant Contact (F) (AC) (R) (S) (A)
- Direct emails (R) (S) (A)
- Peach Jar (R) (A)
- Association of Washington Cities (A)
- Senior Services web page: www.seniorservices.org (S)
- Catholic Community Services web page: www.ccsww.org (S)
- Des Moines Legacy Foundation web page: desmoineslegacy.org (S) (R) (AC)

Print Media/Advertising

- Rec'n Roll magazine (F) (AC) (R) (S) (A)
- Meeting agendas and minutes (AC) (S) (A)
- Senior Services Newsletter (AC) (S)
- News releases in print and online (AC) (R) (S) (A)
- NP City Scene Magazine (AC) (S)
- Public surveys (AC) (R) (S) (A)
- Banquet and Events Guide (F)
- South Sound Wedding Magazine (F)
- Sales Packets (F)
- Senior Services quarterly newsletter (S)
- Auction Pamphlets (AC) (S)
- Thunderword (AC) (F) (S)
- Community Event Calendars (R) (S)
- Craigslist (R) (S) (A)
- Indeed.com (R) (A)
- Collegestudents4hire.com (R)
- Camp KHAOS Weekly Newsletter (R)

Events

- Farmers Market (AC) (R) (S)
- School events (R)
- Summer Concerts (AC) (F) (S)
- Brides Club Trade Show - 3 per year (F)
- Seattle Wedding Show (F)
- B&E Show(F)
- MyWeddingMyWay Show (F)
- Seattle Boat Show (F)
- Wine Festival (F)
- Brews and Blues (F) (AC)
- Waterland Festival (AC) (R)
- National Night Out (AC) (R)
- Coaches/volunteer meetings (R)
- Retirement Community Fairs (S)
- Community College Fairs (S) (R)

- Places of Worship Health Fairs (S)

Signs

- Yard signs (AC) (R) (A)
- Reader board announcements (AC) (F) (R) (S) (A)
- Plaques in parks, buildings, businesses (S) (A)
- Flyers (AC) (R) (S)
- Program and Event Posters (AC) (R)
- Banners (AC) (R) (S) (A)

Tools

- Walkie Talkies (F) (R)
- Cell Calls
- Business cards - (F) (AC) (R) (A)
- Brochure Racks
- Volunteers/distribution of flyers around community s(A) (R) (S)
- Public Service Announcements (PSA's)

Other

- Word of Mouth – Face to Face (A) (R)

Agencies we are in Communication with

- Arts Commission
- Des Moines Legacy Foundation
- Destination Des Moines
- Lodging Tax Advisory Committee
- Human Services Advisory Committee
- Senior Services Advisory Committee
- Seattle Southside Visitors Services
- MPI - Meeting Planners International
- NACE - National Association of Catering Executives
- SGMP - Society of Government Meeting Planners
- WRPA - Washington Recreation and Parks
- WSASC- Washington State Association of Senior Centers
- Highline School District
- Des Moines Waterfront Farmers Market
- Federal Way School District
- Highline College
- Highline Special Needs Parent Teacher Association
- Des Moines Food Bank
- Senior Services
- Des Moines Pool
- Event Center

PLANNING

- Website
- City Currents
- Public Meetings/Open Houses
- Farmers' Market
- Public Notices/Seattle Times
- Public Assistance Memos

POLICE DEPARTMENT

Twitter Accounts

Main PD Account

PIO Account

Chief Delgado Account

Facebook Accounts

Main PD Facebook Page

Animal Control and Care Page

Main PD Facebook Profile

MACO Magnuson Facebook Profile

CSO Seaberry Facebook Profile (To interact with independently run Neighborhood

CSO Batterman Facebook Profile

Facebook Business Watch Group

Programs

Business Watch

Block Watch

Block Watch Quarterly Newsletters

Coffee with A Cop

National Night Out

National Walk to School Day

Tip a Cop

Shop with a Cop

Chief for a Day

Teddy Bear Patrol

Shred it Events

Drug Take Back Events

Take me Home

Doggy Walker Watch

Sex Offender Notifications
 Farmer's Market Booth
 Camp Khaos Officer Visits

Documents

Admin

Annual Report
 Monthly City Manager's Report Contribution
 Monthly Department Statistical Report
 Christmas Toys Drive for HCSATS Flyer
 Alarm Registration Form
 Alarm Brochure
 Alarm Response Door Tag
 Alarm Renewal Letters
 Landlord Tenant Laws
 Citizen Complaint Form
 How to vacate or seal a record
 Watch Brochure (WSP Background Checks)
 Domestic Violence Resource Guide
 Crime Victims Compensation Brochure
 Identity Theft Brochure
 DOL Intermittent License Brochure
 Emergency Preparedness Brochure
 Boaters Education Booklet
 Des Moines Community Services Directory
 Car Seat/Booster Seat Booklet
 Firearm Safety Pamphlet
 Taking Charge Identity Theft Book
 Pet License Renewal Letters
 Public Disclosure Request Form
 Civilian Ride Along Application
 Concealed Pistol License Application
 Police Department Volunteer Application

SRO

Teen Link Booklet
 Adolescents Substance Use Treatment Flyer
 NAVOS Flyer
 Consejo Flyer
 Changes Parent Support Network Flyer
 Youth at Risk Petition and Orientation Worksheet
 Get Smart About Drugs Teen Prescription Abuse

Animal Control

Animal License Form

Animal Control Complaint Form
 Barking Dog Complaint Packet
 Animal Control Laws Brochure

External Websites

Crime Reports Online (Interactive Crime Map)
Cop Logic (Online Crime Reporting)

Strategies:

The following strategies are being recommended by the committee to meet the goals of the Communications Plan, while taking into consideration the current organizational structure of the City and are designed to be implemented within the constraints of the City's budget and financial resources.

1. Establish an internal staff Communications Committee with representation from each department, to implement the Communication Plan including:
 - a. Establish internal policies, including a social media policy
 - b. Ensure that all communications from the City are relevant, accurate and timely
 - c. Coordinate department efforts
 - d. Coordinate website enhancements
 - e. Monitor and evaluate the effectiveness of the Communications Plan
2. Create a survey asking the public how they want to interact/communicate with the City. Provide as many options as possible for the public to complete it, including publishing it in the next "City Currents", posting it on our website and Facebook pages, bringing it to community meetings, distributing it to local businesses for them to provide to their customers, etc.
3. Establish effective working partnerships with news media and key community organizations to ensure their assistance in the implementation of the Communications Plan and strategies.
 - a. Media:
 - i. Waterland Blog
 - ii. Des Moines News/Highline Times
 - iii. TV outlets: KING 5, KOMO 4, KIRO 7, and FOX 13
 - iv. Seattle Times
 - b. Community Organizations:
 - i. Destination Des Moines
 - ii. Marina Association
 - iii. Homeowners Associations
 - iv. Block Watches

v. Local faith-based organizations

4. Publish a column in each edition of "City Currents" highlighting current and future projects, upcoming issues, status reports, department activities.
5. Create consistent public contact messages to be incorporated by all departments in phone, voicemail and over the counter communications.
6. Celebrate positive aspects of City operations with employee, commission, and committee service recognition by expanding on the quarterly employee recognition program and the City Council's "The Spirit of Des Moines Awards Program."
7. Update/redesign the City's website in order to make it more intuitive to use and easier for users to find the information they are seeking. In particular add, modify, or enhance the following features:
 - a. An interactive map of the City that provides information by neighborhood:
 - i. Development/building activities
 - ii. Road/utility projects
 - iii. Special events
 - iv. Crime statistics
 - v. Garbage collection schedules and routes
 - vi. Snow plowing routes
 - b. Public records requests
 - c. Reporting of items/issues that need to be addressed ("Fix It")
 - d. Links to other governmental websites that provide information relevant to Des Moines, for example the County Assessor, South King Fire and Rescues, and the utility districts that serve Des Moines
 - e. On-line permitting, business licenses, and animal licensing
8. Create an informational/alert system that allows people to choose to be sent text messages, tweets, emails, and/or voice mails that provide information or alerts on issues or subjects about which they want to be informed.
9. Develop a series of educational presentations designed to provide information about the local government in the state of Washington in general and the City of Des Moines in particular. These presentations will be video recorded, made available on the City's website, and periodically broadcast on Channel 21.
10. Establish a Citizen's Advisory Council designed to provide residents and business owners an opportunity to learn more about the activities, issues, and operations of the City and to offer input to the City Council with regards to these activities, issues and operations.
11. Hold community meetings at least quarterly at which the City provides an opportunity for the public to interact with Councilmembers and staff. Potential meeting structure

includes:

- a. The City provides a short presentation on one or two subjects followed by a question and answer period.
 - b. An “open mike” style meeting where the public is given an opportunity to bring questions and comments to the City and have a dialogue with Councilmembers and staff on these questions and comments.
 - c. Each department sets up a table/booth and provides written material regarding departmental operations and projects. Utility districts, South King Fire and Rescue, Recology, etc. would be invited to attend and provide information as well.
 - d. A combination of the above.
12. Make more use of social media, focusing on Facebook and Twitter. Devise policies that govern who posts/tweets on behalf of the City and what is post and tweeted. The use of social media should be carefully constructed in order to not create an expectation on the part of the public that these accounts are monitored 24 hours a day, 7 days a week and that comments and tweets by the public will be responded to or followed up on immediately.
 13. Regularly be present at scheduled public events, such as the Farmers Market, to provide an opportunity for the public to interact with Councilmembers and City staff.
 14. Make more use of Channel 21. Broadcast the educational videos periodically. Create video content on City operations/issues, obtain relevant government-related content to broadcast, and consider allowing (for a fee or for free) commercial content to be broadcast.
 15. Create an internal newsletter to keep employees informed of City activities, events, initiatives, projects. Publish the newsletter at least quarterly.
 16. Create an annual “State of City” address/letter/column for presentation at a Council meeting and distribution to the entire City.

Conclusion:

This communications plan was developed to provide structure and strategies to achieve the communications goals adopted by the City Council including:

- Increased community understanding and knowledge of the City, its services and fiscal situation
- Increased support for City government and services as a result of positive community interactions with the City
- Increased trust from the community as a result of positive relationships and effective communications

The Communication Plan is based on the following guiding principles for all internal and external communications efforts conducted by the City in its day-to-day operations and its focus on providing transparency and consistent community information, outreach and engagement.

- Provide relevant, accurate and timely information to citizens, businesses and organizations
- Increase community knowledge of City operations
- Ensure that information is available to all citizens by utilizing a variety of communication channels and methods

Its implementation requires a dedicated, concerted effort on the part of the City Council and all the employees of the City to ensure that these efforts result in informed, knowledgeable citizens who are engaged and participating in the community.

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ORDINANCE NO.

1 AN ORDINANCE relating to the City's Neighborhood Council Program; repealing
2 and reenacting Chapter 1.45 of the Tacoma Municipal Code, "Neighborhood
3 Councils," to update language and policies relating to the City's
4 Neighborhood Council program.

5 WHEREAS, at the Neighborhoods and Housing Committee of February 4,
6 2013, staff presented the approach for a comprehensive review of Chapter 1.45 of
7 the Tacoma Municipal Code ("TMC"), "Neighborhood Councils," to include
8 community outreach to existing Neighborhood Councils and the Community Council
9 of Tacoma, stakeholder surveys, and focus groups, as well as Peer City review for
10 Neighborhood Engagement best practices, and

11 WHEREAS, at three separate meetings during October 2013, a working
12 group consisting of Chairs from each Neighborhood Council and the Community
13 Council for Tacoma, along with members representing neighborhood groups
14 Citywide, provided feedback to staff on the proposed revisions to TMC 1.45 for the
15 purpose of removing language related to Neighborhood Council governance and
16 administrative and procedural requirements in order for that language to be placed
17 in a revised Standards and Guidelines document, and

18 WHEREAS the same working group provided feedback on the revised
19 Neighborhood Council Program Standards and Guidelines ("Standards and
20 Guidelines"), and

21 WHEREAS the Standards and Guidelines contain governance, administrative
22 and procedural requirements for funding, as well as responsibilities and other
23 direction for the Neighborhood Councils and for the Community Council, and
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WHEREAS progress updates and summaries were presented to the
Neighborhoods and Housing Committee on July 1, August 19, and November 4,
2013, and

WHEREAS, at its meeting of November 18, 2013, the Neighborhoods and
Housing Committee recommended for review and adoption by the City Council the
proposed revisions to TMC 1.45 and the revised Standards and Guidelines, and

WHEREAS the revised Standards and Guidelines will be presented for
consideration by the City Council at its meeting of December 17, 2013; Now,
Therefore,

BE IT ORDAINED BY THE CITY OF TACOMA:

That Chapter 1.45 of the Tacoma Municipal Code is hereby repealed and
reenacted as set forth in the attached Exhibit "A."

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



EXHIBIT "A"

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Chapter 1.45 NEIGHBORHOOD COUNCIL PROGRAM

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Sections:

- 1.45.010 Purpose.
- 1.45.020 Intent.
- 1.45.030 Standards and guidelines.
- 1.45.040 Neighborhood Council functions and responsibilities.
- 1.45.050 Neighborhood Council boundaries and membership.
- 1.45.060 Community Council of Tacoma functions and responsibilities.
- 1.45.070 City responsibilities.
- 1.45.080 Administrative provisions.
- 1.45.090 Review and revision.

1.45.010 Purpose.

The purpose of this chapter is to establish policies in support of neighborhood involvement in the deliberations and actions of City government through a Neighborhood Council Program, and to establish a Standards and Guidelines document that defines administrative responsibilities and procedures for the recognition and funding of Neighborhood Councils and the Community Council of Tacoma.

1.45.020 Intent.

It is the intent of the City to engage its neighborhoods as broadly as possible in the issues and concerns that directly affect them. The City will support and promote a Neighborhood Council Program to foster open communication between the City and its neighborhoods and to create an environment in which residents are afforded an opportunity to participate in City government decisions in an advisory role.

The City's Neighborhood Council Program will support cooperation and consensus among residents and other diverse interests to craft solutions to mutual problems and to build a sense of personal pride in and responsibility for their neighborhoods. The City will support the Neighborhood Council Program in developing Neighborhood Council representation that is equitable in its community engagement and seeks to create an inclusive and accessible process including by the engagement of community members from low-income communities, communities of color, and other historically underrepresented populations.

Involvement with the Neighborhood Councils is not intended to limit the activities, role, or importance of existing neighborhood organizations, neighborhood business districts, and block watch groups or other similar neighborhood advisory or advocacy groups. While it is expected that these groups will take an active part in the Neighborhood Council Program, it is intended that they, like the Neighborhood Councils, remain independent entities.

1.45.030 Standards and guidelines.

A Neighborhood Council Program Standards and Guidelines document will be adopted by resolution of the City Council. In order to be eligible for funding or to act in an advisory capacity to the City to advance neighborhood priorities, the Neighborhood Councils and Community Council must comply with administrative and procedural requirements contained in the Standards and Guidelines. The Neighborhood Council Program Coordinator will review the Standards and Guidelines document and provide recommendations for changes to the City Council at least every five years. Sixty (60) days' notice will be provided to the Community Council of Tacoma and the Neighborhood Councils in advance of any changes recommended to the City Council.

The Community Council of Tacoma may request a formal review of the Standards and Guidelines document every two years for the purpose of determining whether changes should be proposed to the City Council.

1.45.040 Neighborhood Council functions and responsibilities.

Neighborhood Councils will serve in an advisory capacity to City government on matters concerning the general health, safety, and welfare of their neighborhoods. Neighborhood Council actions shall reflect the



needs and wants of the neighborhoods within their boundaries. The responsibilities and functions of the Neighborhood Councils are contained in the Standards and Guidelines document.

1 **1.45.050 Neighborhood Council boundaries and membership.**

2 A. Neighborhood Council boundaries. The City Council shall determine the boundaries of the Neighborhood
3 Councils with the intention of recognizing existing neighborhood groups, and shall set those boundaries by
4 resolution. A Neighborhood Council may propose boundary adjustments for consideration by the City Council,
5 so long as there is agreement by any impacted Neighborhood Councils prior to request for consideration by the
6 City Council.

7 B. Neighborhood Council membership. Although the primary purpose of the Neighborhood Council Program
8 is to foster open communication in which residents are afforded an opportunity to participate in government
9 decisions in an advisory role, the ability to participate on a Neighborhood Council Board and/or to vote at
10 general meetings shall not be restricted to neighborhood residents only. It is the objective of the City Council
11 for neighborhood residents, property owners, and business owners to have the opportunity to participate in the
12 Neighborhood Council Program.

13 **1.45.060 Community Council of Tacoma functions and responsibilities.**

14 The Community Council shall act as a coalition of the independent Neighborhood Councils and serve as a
15 forum for discussion of issues of broad interests. The Community Council of Tacoma will consist of three
16 representatives from each of the Neighborhood Councils. The responsibilities and functions of the Community
17 Council are contained in the Standards and Guidelines document.

18 **1.45.070 City responsibilities.**

19 A. The Neighborhood Council Program Coordinator. To further the neighborhood partnership between the
20 City and its citizens, the Neighborhood Council Program Coordinator is the main contact and support for the
21 Neighborhood Councils and Community Council, shall be responsible for coordinating assistance to the
22 Neighborhood Councils and Community Council, and shall request support from other City departments as
23 necessary. The Neighborhood Council Program Coordinator shall have the following specific responsibilities:

- 24 1. Support and promote property owner, business, and neighborhood participation within the Neighborhood
25 Council program.
- 26 2. Promote and facilitate open communication between the City and the Neighborhood Councils and
Community Council.
- 3. Act as an information clearinghouse and resource to the Neighborhood Councils and Community Council.
- 4. Notify the Neighborhood Councils, the Community Council, and other interested persons of meetings and
hearings of citizen participation events.
- 5. Assist the Neighborhood Councils and the Community Council in planning and developing programs for
citizen participation.
- 6. Receive and file Neighborhood Council bylaws and annual reports, review the bylaws and annual reports,
and disburse them to the City Council and other City departments and make them available to the public.
- 7. Maintain contact information for all Neighborhood Council board members, officers, representatives to the
Community Council, and individuals designated to receive all notices and other mailings on behalf of the
Neighborhood and Community Councils.
- 8. Provide the contact information of those designated to receive all notices and other mailings on behalf of the
Neighborhood and Community Councils to all City departments, and notify the departments of any changes.
- 9. Maintain a current map of all Neighborhood Council boundaries.
- 10. Maintain a City Resource Guide of key services and contacts for disbursement to the Neighborhood
Councils and other stakeholders.
- 11. Conduct reviews of the Neighborhood Council Program for recommendations to the City Council.



B. Responsibilities of Other City Departments. All City departments shall:

1. Make a good faith effort to notify affected Neighborhood Councils of any significant policy matter which requires the exercise of City discretion and directly impacts the neighborhood. Notice should be provided as early in the planning or review process as possible. In no case shall notice be provided later than at the time required by established notification procedures. Notice of Citywide matters shall be provided to all the Neighborhood Councils and notice of matters affecting a specific locale of the City shall be forwarded only to the affected Neighborhood Councils. Notice shall be mailed to the officers of each Neighborhood Council. This shall include, but not be limited to, the following:

a. Notice of pending land use/environmental cases, decisions, and threshold determinations under the State Environmental Policy Act shall be provided to the affected Neighborhood Councils.

c. Notice of all public hearings shall be provided to the Neighborhood Councils as requested by each individual council.

d. Copies of agendas for all citizen commissions, boards, and committees and the City Council shall be provided to the Neighborhood Councils as requested by each individual council.

e. Copies of City newsletters or other general communication mediums, as requested by each individual Neighborhood Council.

2. Make a good faith effort to solicit the position and reasoning of affected Neighborhood Councils on any significant policy matter which requires the exercise of City discretion.

3. Provide a list of the Neighborhood Councils and their contacts to the proponents of development and encourage the proponents to discuss their proposal with the affected Neighborhood Council(s).

4. Share information with the Neighborhood Councils and Community Council to assist them in performing their functions and responsibilities.

1.45.080 Administrative provisions.

A. This chapter does not limit the right of any person or group to participate directly in the decision-making process of the City Council or any City department.

B. Compliance with the Neighborhood Council program is not jurisdictional. Failure of the City or any City department to comply with any provision of this chapter will not invalidate any later action taken by any officer of the City; any City commission, committee, or board; or the City Council.

C. It is not the intent of this chapter to provide for new procedures or processes for legislative enactment, policy formulation, quasi-judicial decision-making or administrative practices.

D. It is not the intent of the City to delegate any portion of its authority to the Neighborhood Councils or Community Council.

E. Citizens retain all duties and obligations to participate in existing processes for legislative enactment, policy formulation, quasi-judicial decision-making or administrative practices. Participation in the Neighborhood Council program does not limit such duties and obligations.

1.45.090 Review and revision.

The Neighborhood Council Program shall be reviewed and revised if necessary by the City Council at least every five years, with a corresponding presentation to the City Council by Neighborhood Council Program Coordinator or other staff regarding the Program overall.

It is suggested that the Community Council of Tacoma conduct a review of the Neighborhood Council Program every five years and provide recommendations for updates to the City Council.



City of Tacoma Standards and Guidelines Neighborhood Councils

2013 Neighborhood Council Program
December 17, 2013

City of Tacoma
Community and Economic Development Department
747 Market Street, Room 900



Introduction

The Neighborhood Council Program was established by Ordinance 25188 in 1992 with the stated intention to “foster a partnership of open communication between the City and its neighborhoods; to enhance the environment in which citizens are afforded an opportunity to participate in government decisions in an advisory role; to foster cooperation and consensus among diverse interests; to assist the City and neighborhoods in developing solutions to mutual problems; and to develop in the citizens a sense of personal pride and responsibility for their neighborhood.”

Since that time the Neighborhood Council Program has succeeded in developing a sense of pride and responsibility in neighborhoods as well as developing grass roots leadership for the advancement of neighborhood issues and has played a strong role in creating a solid partnership culture between Tacoma citizens and their local government.

The purpose of developing Standards and Guidelines for the oversight of the Neighborhood Council Program is to ensure that the civic gains made through the formation of the Neighborhood Council structure remain and that the resources and responsibilities of the program continue to reflect the policy intentions of the City Council while recognizing the changing community engagement architecture and neighborhood priorities.

The Standards will continue as a tool for ensuring that Tacoma’s Neighborhood Council Program is accountable and transparent along with the goal of building Neighborhood Councils that are accessible to residents who want to contribute to improving the livability of their communities.

Neighborhood Councils Formation

The basic building blocks of citizen participation in City Government are the various neighborhood groups, i.e., neighborhood improvement organizations, block watch groups, SAFE Streets and Hilltop Action Coalition Groups, advisory boards etc. These organizations consistently demonstrate an interest in neighborhood communities and the City of Tacoma.

These groups along with other residents and community based organizations were called upon to assist the City of Tacoma in the initial formation of the 8 existing Neighborhood Councils.

The initial 8 Neighborhood Councils corresponded to the existing nine (9) Planning Areas of the then called “Planning and Development Department” with minor adjustments to coincide with the historic community ties or boundaries.

Neighborhood Council Program Overview

The Neighborhood Council Program supports Neighborhood Councils through a Program Coordinator who provides technical assistance to the Neighborhood Councils and Community Councils of Tacoma (CCOT), administers contracted funding to the Neighborhood Councils and CCOT; implements the Small Neighborhood Innovative Grant program, supports organization wide communications to Neighborhood Councils, promotes neighborhood involvement within the Neighborhood Councils and implements outreach and communication strategies to the neighborhood groups and stakeholders within the Neighborhood Council boundaries.

The Neighborhood Council Program Coordinator also serves as a clearing house for neighborhood referrals and inquiries in regards to neighborhood services and community involvement within their Neighborhood Council area. The Neighborhood Council Program Coordinator and the Neighborhood Council Liaisons will be assigned to the appropriate Departments by the City Manager.

Neighborhood Council Program Goals

The goals of The Neighborhood Council Program are to support cooperation and consensus among diverse interests that result in solutions to mutual problems and build a sense of personal pride and responsibility for Tacoma's neighborhoods. The desired outcome is to enhance community involvement in efforts to improve neighborhood livability, sense of community and public safety, organizational and self-empowerment and representation at the neighborhood level to implement neighborhood priorities in projects and policies.

The Neighborhood Council Program will strengthen neighborhood involvement through the following functions:

1. Strengthen community capacity by supporting Neighborhood Councils and the leadership potential of individuals to initiate, coordinate and implement effective advocacy efforts;
2. Increase the number and diversity of people involved in neighborhood and community livability issues to ensure Neighborhood Councils are reflective of the community; and utilize best practices that reflect Racial and Social Equity community engagement objectives.
3. Foster networking and collaboration between Neighborhood Councils, Business District Associations, Identified Neighborhoods, historically under-engaged communities and other community groups;
4. Encourage and facilitate communication among Neighborhood Councils, neighborhoods, community members, and public and private agencies and groups;

Neighborhood Council Program Goals (cont.)

5. Provide information and referral assistance for Neighborhood Councils, neighborhoods and the general public to facilitate public awareness of their community and government;
6. Provide transparency and opportunities for maximum citizen and neighborhood participation.

Standards for being recognized as a Neighborhood Council

In order to be recognized as the Neighborhood Council representing specific boundaries set by City Council Resolution and acting in an advisory role to the City, each Neighborhood Council shall meet the following standards:

- **Membership:** Neighborhood Councils shall maintain membership, leadership and, in the event that a Board of Directors structure is chosen - Board representation which is open to all residents, business owners and property owners within the recognized boundaries of the Neighborhood Councils. Other individuals or organizations may be members as further set forth in each Neighborhood Council bylaws.
- **Non-Discrimination:** Neighborhood Councils shall not discriminate against individuals or groups on the basis of race, religion, color, sex, sexual orientation, gender identity, age, or disability.
- **Governance:** Neighborhood Councils may govern themselves in a manner of their choosing and which best suits the needs of the members. In the event that a Board of Directors structure is chosen, Board membership must be established in an open and transparent manner, subject to a vote of the Neighborhood Council members. Regardless of the specific governance structure elected by a Neighborhood Council, the governance and decision making mechanisms and processes utilized by the Neighborhood Council must be transparent, documented and provide adequate opportunity for participation by the Neighborhood Council membership.
- **Bylaws:** To be formally recognized in an advisory capacity to the City Council and/or to receive funding, a Neighborhood Council must have bylaws which include a description of the governance structure and mechanisms employed by the Neighborhood Council which are reviewed by the membership bi-annually and do not contain provisions which unfairly restrict board representation or participation if a Board of Directors governance structure is selected. In the event a Neighborhood Council is organized as a Washington State
- **Nonprofit corporation under Chapter 24.03 RCW** any corporate bylaws adopted by the corporate board of directors may not unfairly restrict participation on the Neighborhood Council Board of Directors, if the Neighborhood Council chooses to govern itself by a board. Copies of current bylaws must be available at each Neighborhood Council and/or Community Council meeting.

Standards for being recognized as a Neighborhood (cont.)

- Meeting Requirements: Neighborhood Councils shall set forth meeting requirements in their bylaws and have a consistent outreach strategy to publicize the dates, times and locations of meetings. Meetings where decisions will be made to act in an advisory capacity or to recommend funding to the City shall be posted online as well as publicized by the Neighborhood Council's standard outreach strategies.
- Reporting Requirements: Documentation of membership input at Neighborhood Council meetings, including, but not limited to minutes, shall be submitted along with any official communication pertaining to final decisions regarding funding and/or advisory recommendations.

Standards for Receiving Contracted Funding

In consideration of the funds provided by the City, the Neighborhood Council and/or Community Council of Tacoma agrees to perform the following actions and/or spend funds in the following ways

- Maintain an organizational structure that meets the City of Tacoma contracting requirements. In the event the Neighborhood Council selects the organizational structure of a non-profit corporation formed under the Washington Nonprofit Corporation Act, Chapter 24.03 RCW, any such corporation should designate in its articles of incorporation that it does not have corporate members, in order that the term "member" as it is used in this Standards and Guidelines document will dictate the membership of the Neighborhood Council.
- Obtain and provide proof of insurance that meets the City of Tacoma contracting requirements.
- *Implement a recruitment strategy from identified neighborhood groups within the Neighborhood Council Boundaries or in the case of the Community Council, through Neighborhood Council representatives to establish membership on the Board of Directors or in participation other leadership posts or roles if a Board of Directors model is not utilized.
- *Implement a leadership development and recruitment strategy that results in proactive Board or leadership turnover and Officer or other leadership roles that rotate through neighborhood membership, and in the case of the Community Council, through the Neighborhood Councils.
- *Promote Neighborhood Council Board or other governing body elections at least 30 days prior to any act that closes a list of members eligible to be elected to the Board or other leadership roles to each of the identified Neighborhood Groups within the Neighborhood Council Boundaries in addition to the general promotional methods used by the Neighborhood Council.

Standards for Receiving Contracted Funding (cont.)

- *Promote Small Neighborhood Innovative Grants at least 30 days prior to applications being due to each of the identified Neighborhood Groups within the Neighborhood Council Boundaries as well as 30 days prior to any vote being taken on the selection of qualified applicants to forward to the City of Tacoma.
- Provide at least one representative to the Community Council, participate in a consistent manner, and distribute information received from Community Council participation to Neighborhood Council Board, leadership or membership.
- *Develop an Annual Action Plan and Budget.
- Involve Neighborhood Council/ Community Council Board, leadership or membership as a whole in the development of the annual action plan and annual report. Provide minutes with Council votes adopting Action Plan, Annual Report and Budget.
- *Provide a Neighborhood Council Board or leadership post orientation after elections.
- Provide Neighborhood Council Program Coordinator with quarterly attendance summaries.
- The following activities will be required in addition to the above from the Community Council of Tacoma (CCOT) in order to be eligible for contracted funding:
 1. *Convene presentations and educational topics of general interest to Neighborhood Council Representatives at monthly CCOT meetings.
 2. Promote civic engagement.
 3. *Conduct a joint meeting annually with the Cross District Association of Tacoma to discuss overlapping issues including but not limited to the 6 Year Transportation Plan and Community Policing.

*These standards are expected to need City resources and/or technical support to fully achieve desired results.

Neighborhood Council Program Support

In consideration of the important civic engagement role of the Neighborhood Councils the Neighborhood Council Program will support the following objectives with technical assistance, resource coordination and/or direct funding when appropriate:

Increase community involvement. Provide tools, methods and best practices to assist Neighborhood Councils in increasing general community involvement in their activities, including outreach, and recruitment and retention of new members and leaders.

Neighborhood Council Program Support (cont)

Increase involvement by historically under-engaged groups. Provide tools, methods and best practices to assist Neighborhood Councils increasing the involvement by members of under-engaged groups in their activities and leadership.

Community organizations: Provide information and opportunities to foster networking, collaboration, and partnerships between Neighborhood Groups and Business Districts, under-engaged groups, schools, faith-based organizations, and other community groups.

Business District Associations: Provide information and opportunities for partnerships that encourage the participation of businesses and Business District Association representatives in activities and meetings.

Promote Effective Communication: Work strategically and collaboratively with Neighborhood Councils to achieve the following:

Contribute to Communication Strategies: Establish an annual funding and technical assistance strategy that encourages and increases communication between Neighborhood Councils members, and neighborhood groups.

Publicize meetings and activities. Publicize the dates, times and locations of meetings, Neighborhood Council bylaws, and other related activities of Neighborhood Councils on City of Tacoma website and social media, TV Tacoma and/or other media and communications opportunities where appropriate.

Standard Reporting Templates: Provide standard templates and forms for reporting, including, but not limited to Neighborhood Council action plans, budgets and annual reports.

Advocacy with City Council: Neighborhood Council Program Coordinator will advocate with City Council for continued funding to support the Neighborhood Councils and the Neighborhood Council Program to maximize its potential.

Alternative Funding Source Identification: Neighborhood Council Program Coordinator will notify Neighborhood Councils wherever possible of alternative funding sources for expanding public participation services.

Neighborhood leadership training. Neighborhood Council Program will work with Neighborhood Councils and other stakeholders to develop a citywide neighborhood leadership training strategy and implementation system, including identification of training needs and development of training materials.

Identification of Neighborhood Groups. The Neighborhood Council Program Coordinator will provide the contact information for identified neighborhood groups to the Neighborhood Councils in order for them to conduct outreach and required notification for voting and official advisory actions.

Resource Guide. The Neighborhood Council Program shall produce a current “Resource Guide” of important services and resources for neighborhoods with the purpose of being distributed through Neighborhood Councils and other methods .

Neighborhood Council Program Revisions and Updates

The Neighborhood Council Program Coordinator will conduct reviews of the Neighborhood Council Program to ensure that City Council goals and objectives are being met as well as the goals and objectives of the Neighborhood Councils and the neighborhood groups within the Neighborhood Council boundaries.

60 days’ notice will be provided to the Community Council and Neighborhood Councils in advance of consideration for any revisions or updates.

Neighborhood Council Program Coordinator

Carol Wolfe

Community and Development Department

Tacoma Municipal Building

747 Market Street, Room 900

Tacoma, WA. 98402

(253) 591-5384

Cwolfe@cityoftacoma.org

Existing Neighborhood Councils

Central Neighborhood Council

Eastside Neighborhood Council

(Eastside Advisory Council of Tacoma or ENACT)

New Tacoma Neighborhood Council

Northeast Tacoma Neighborhood Council

North End Neighborhood Council

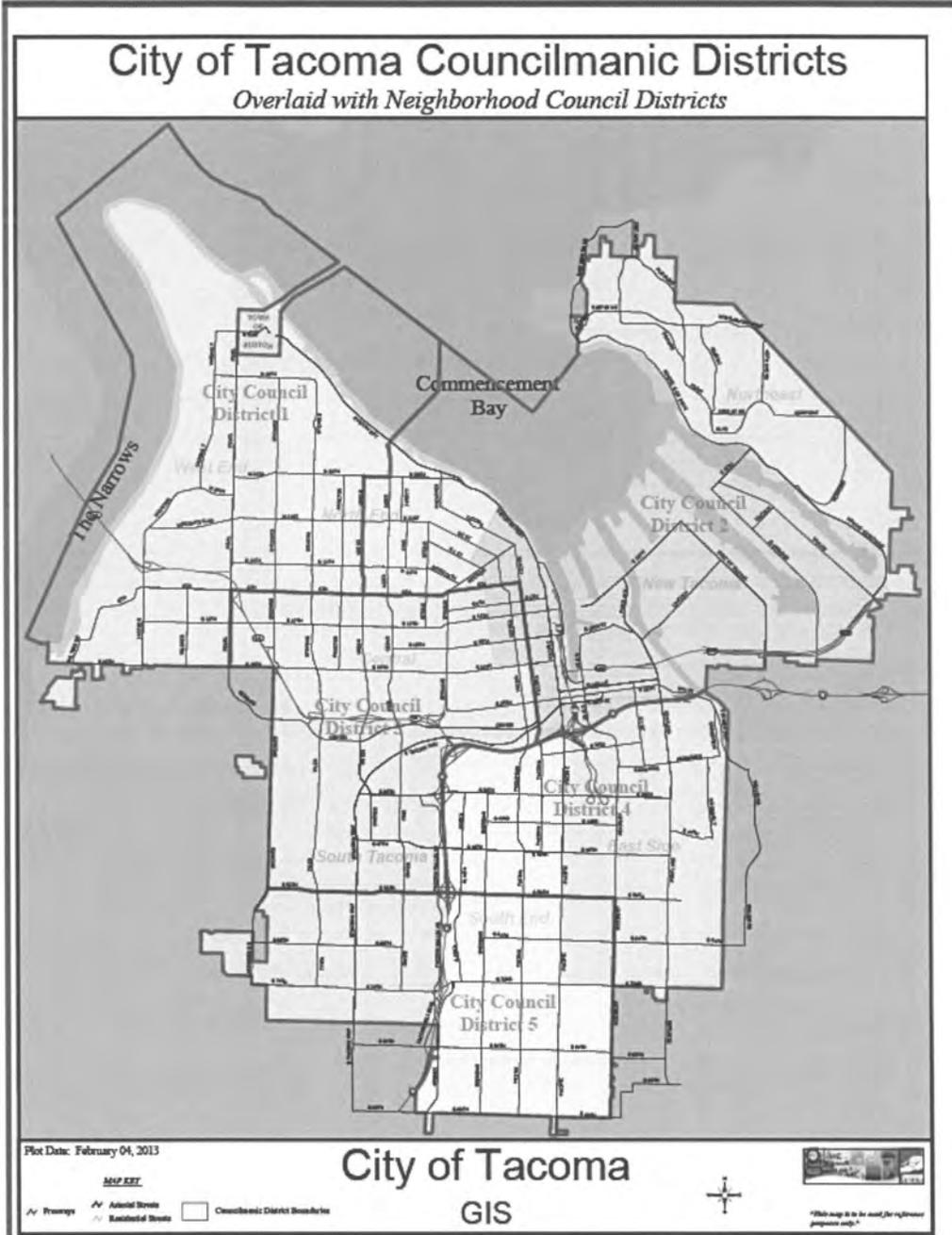
South End Neighborhood Council

(SENCO)

South Tacoma Neighborhood Council

West End Neighborhood Council

Neighborhood Council Map



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CITY OF DES MOINES
APPLICATION FOR CITY COUNCIL
NEIGHBORHOOD ADVISORY COMMITTEE
21630 11th Avenue South
Des Moines, WA 98198

Neighborhood

NAME: _____
ADDRESS: _____
CITY/ZIP: _____
PHONE: Cell: _____ Work: _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS: _____
DO YOU RENT: _____ OWN: _____
E-MAIL ADDRESS: _____
Professional Background: _____

- North Hill
- North Central
- Pacific Ridge
- Central Des Moines
- Marina District
- Zenith
- South Des Moines
- Woodmont
- Redondo

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

What Events/Committees have you served/participated in the past? _____

How do you communicate with your neighbors? _____

How often do you communicate with your neighbors? _____

What availability do you have to attend meetings per month/quarter? _____

What current issues are you most interested in? _____

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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: Parks, Recreation and Senior Services
101

ATTACHMENTS:

- 1) PowerPoint (provided at the meeting)

FOR AGENDA OF: March 31, 2016

DEPT. OF ORIGIN: Parks, Recreation & Senior
Services

DATE SUBMITTED: March 24, 2016

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to provide Council and the public an overview of Parks, Recreation and Senior Services in the City of Des Moines.

Background

National Parks and Recreation Trends

Local and regional park agencies are important assets connecting communities throughout the United States. Not only are public parks leaders in conservation, health and wellness, and social equity, they are also engines of significant economic activity and job creation in the United States.

In 2013, local and regional public park agencies generated nearly \$140 billion in economic activity and support almost 1 million jobs. Combined with studies on the state and national park systems, public parks are responsible for roughly \$200 billion in economic activity each year, touching all 50 states and the District of Columbia.

But the power of local and regional parks expands beyond the direct, indirect and induced economic impacts of their spending. Local towns, cities and counties with strong, vibrant public park systems benefit from improved health, a closer connection to nature and a greater sense of community. This leads to lower health care costs, higher property values and an overall boost in the standard of living that benefits all.

Studies conducted by National Park and Recreation Association (NRPA) and other researchers find Americans across all ages, social strata and political affiliations support investments made for public parks, seeing their local parks as a valuable and essential features of their community.

The message is clear: Investments in public parks are investments for a better tomorrow. Local park spending not only turns our neighborhoods and our cities into vibrant, connected and healthier communities, but they also spark economic activity that ripples well beyond the initial spending to create jobs and prosperity throughout our nation.

Des Moines Parks are Essential

The City's Parks, Recreation and Senior Services have engaged thousands of people to better health in the outdoors and through waterfront activities, sports and fitness for all ages, trails, community gardening, senior socialization and nutrition, children's health initiatives, summer camps and after-school clubs with fitness standards, nutrition and feeding programs as well as the arts and culture and support to human services agencies. We are leaders in connecting our youth to the outdoors and nature—fighting to reverse the growing trend of childhood obesity and youth violence.

Our parks and recreation programs are essential so that generations of Des Moines residents to come will have a place to play, exercise, relax, enjoy time with family and friends, and experience the natural world and wonders all around. When you think about it, our parks and recreation areas are like one big community backyard.

Our parks and open spaces also play a vital role by providing clean air to breathe and clean water to drink, protecting against floods and extreme weather events, and reducing stress brought on by the challenges of daily life.

History of Des Moines Parks and Recreation

The story of Des Moines' Parks and Recreation began long before the City was incorporated.

During the first half of the 1900s Des Moines was a highly sought after tourist destination serving the region between Seattle and Tacoma. Des Moines waterfront was active with ferry docks for the mosquito fleet to transport passengers and goods to and from Seattle and Tacoma as well as tourists from the urbanized areas to our beaches for play and picnicking.

In the early 1900s the Beach Park area had rental cabins for fishing and boating and was the site for picnicking and camping. A Dance Hall was built on a mill site and operated until 1931. In 1917 the Drapers bought the park site to use as a playground and beach access for the children living in their

orphanage and later added play equipment, tent platforms, cabins and a kitchen (now the Picnic Shelter) for picnickers to rent for food and recreation.

In 1931 the property was sold to the Evangelical Covenant Church of America for \$16,000. The church added cabins, cottages, a swimming pool, a bathhouse, the Sun Home Lodge, Dining Hall, Tabernacle and Founders Lodge. In the 1970s King County identified the Camp as a site that should be acquired with King County Forward Thrust Bonds. In 1987, the City partnered with King County and the State to purchase the Camp now known as the Des Moines Beach Park. Des Moines citizens passed a voted \$1.95M bond to pay for the City's portion of the \$4.5M acquisition and park construction. The new Beach Park was constructed in 1989 and listed on the State Register as a Historic District and on the National Register in 2006.

In the early 1900's, Redondo was also an active tourist destination with a pier, boat house and bowling alley. In 1921 a Kiddieland with a Carousel and Ferris Wheel were built and in 1922 an Amusedrome was built with a bowling alley and dance hall which became a recreation center and skating rink in 1930, however, the building burned down in 1951. A boathouse, now Salty's Restaurant was built on the waterfront in 1947 and in 1959 a dry storage marina was built to house 250 boats at the current location of the City's Redondo pier and boat launch.

Saltwater State Park was purchased in 1926 by the people and dedicated in 1933 for play and to provide a camping place for tourists to stop between Tacoma and Seattle.

The Des Moines Field House Park was built in 1939 by the Works Progress Act program and King County on property donated by Des Moines citizens. The Field House was operated by King County until the 1990s, well after the City incorporated in 1959.

The City of Des Moines Incorporated in 1959 and in 1963, Council passed an Ordinance creating the Des Moines Parks Fund for the acquisition, construction, maintenance, repair and operation of any municipally owned public recreation area. In 1968, Council created a three member Park Board to advise the City Manager on park related issues such as the development of lands and roads for parks, trails, picnic grounds, play grounds, recreational centers, bathing beaches, swimming pools and other recreation facilities for the public. In 1969, the City received its first funds in the amount of \$61,200 from Forward Thrust Park Bonds for park acquisition and development.

In 1976, property was acquired for the City's first park now known at Overlook II from Ann Rule for \$20,000. The park was developed in 1981.

In 1984, the Planning Commission and Park Board were merged into the Planning Agency and became advisory to City Council.

In 1985, the Greater Des Moines Senior Center was created by the Greater Des Moines Chamber of Commerce. The Center moved between churches and the Field House until it became a division of the City and found a home at the Des Moines Beach Park Dining Hall and Founders Lodge in 1988 until it was closed due to flood and earthquake damage in 2001. The programs were again displaced

until property for the Des Moines Activity Center was purchased with CDBG funds and the existing church building on the property was renovated and the new Center opened in 2003.

In 1988, an Ordinance 772 was passed that designated Des Moines Beach Park, City/Kiddie Park and Overlook I and Overlook II as public parks. A portion of the City/Kiddie Park property was donated by a Construction Company and the remainder was purchased with City and IAC funds.

Midway Park was acquired in 1991 with King County Open Space funds and Cecil Powell Park was dedicated to the City by the Powell family.

In 1993, King County deeded the Des Moines Field House Park, Des Moines Creek Park as well as Parkside Park and funds for Parkside Wetlands property acquisitions to the City. The City also took over King County's lease of Zenith Park property from the Highline School District. City Council passed an Ordinance to increase Utility Tax 2% to pay for Parks and Recreation facilities and programs and hired the City's first Department Director in 1994.

The Des Moines Creek Park Trail was constructed in two phases. The first trail phase completed in 1997 used ICTEA, Midway Sewer and SeaTac funds and provided neighborhood connectors and connected to SeaTac. The second trail phase connecting the trail to the waterfront was opened 2010 constructed with Recreation and Conservation Office and Federal Highways dollars. The work was delayed until a multi-million dollar infrastructure project including the construction of the Marine View Drive S. Bridge Underpassage was put in place by multiple agencies to solve utilities, creek flooding and fish passage issues.

In 1996, Sonju Park was dedicated to the City by the Daisy Sonju Family.

In 1997, the Redondo and Woodmont Neighborhoods annexed to the City and King County conveyed Wooton Park, Woodmont Park and Redondo Beach, fishing pier and boardwalk to Des Moines. In the late 1990s the city leased Midway Park property from the Highline Water District and created a neighborhood park with the support of the Des Moines Rotary Club. Parks and Recreation staff were added to help maintain these new assets in 1997 but soon were reduced due to the passage of I-695 and the loss to the City of state tax stabilization funds.

In 1999, Westwood Park built by the subdivision developer, became the first City owned park on North Hill.

In 2003, the City and Normandy Park agreed to become the joint owners of the Mt. Rainier Pool to save it from closure by King County with the financial support from its partners the City of SeaTac and Highline School District. In 2009, Des Moines citizens voted to create the Des Moines Pool Metropolitan Park District that now owns and manages the pool.

Again, in the early 2000s city staff was increased to support park and recreation growth including the new Steven J Underwood Memorial Park. However, by 2009 staffing was reduced even further due to another economic crisis.

Today's Parks and Recreation Department

The latest facilities to be renovated and re-opened in the Park and Recreation system are the Des Moines Beach Park Event Center Auditorium in 2012 and Dining Hall 2015. The latest park to be added to the system in 2014 is Dr. Shirley Gordon Park located in the Woodmont neighborhood.

Both Beach Park buildings have received King County Preservation Awards. The Department developed a business plan for building operations with the intent that when all of the Beach Park buildings are on line for three years, they would pay for their direct costs of operation. The Event Center has met that goal ahead of schedule. The 2016 Facilities and Events Budget also includes utilities and maintenance costs for City's other recreation centers, the Field House and Activity Center. Staff will generate building the rental and axillary revenues to meet the 2016 Revenue Budget goals.

Although the park system's park land acres and recreation facilities and buildings have more than doubled in number and the demand for recreation and senior programs and activities, human services and rental facilities and arts and community events has exploded over the last 20 years, the Parks, Recreation and Senior Services Department staffing remains lean.

The Department operates with the same number (6) of Full-time recreation and senior services staff today and fewer Full-time Parks Maintenance and Facilities staff (6 in 1994 and 4 in 2016) as when the Department was officially formed in 1994-1995. Parks and Recreation staffing gaps are filled by contractors, Part-time and extra hire workers and supplemented by volunteers and strategic partners.

In 2016, the Department has a \$1.87M Operating Budget and a \$1.31M Revenue Budget. It is important to understand that not all of the Department's services such as City Council's appointed Commissions and Advisory Committees create expenditures but do not generate revenue to cover all of their costs.

Based on 2016 national data, the average cost of parks and recreation services is \$70 per capita. The 2015 per capita cost for the provision of Parks, Recreation and Senior Services including Parks Maintenance was \$51. 2016 combined Expenditure Budget reductions and Revenue Budget increases have a net General Fund Budget subsidy reduction of \$314,418 or 36%. This will drive the per capita cost for services even lower.

Not factored into the City's budget equation is the additional work product generated by the Department's volunteers totaling \$404,921 and funding and services provided by our strategic partners totaling \$266,087 for an added value of \$671,008 towards services and programs for Des Moines citizens especially our most vulnerable youth and senior adults.

Future Planning for Des Moines Parks, Recreation and Senior Services

The 2016 Parks, Recreation and Senior Services Master Plan provides the goals, policies and action items that are needed to maintain facilities, programs and services to meet park and recreational demand for the next 30 years and are included in the Des Moines Comprehensive Plan- Parks, Recreation and Open Space Element.

A combined Parks, Recreation and Senior Services Master Plan and Des Moines Pool Metropolitan Park District Questionnaire was distributed to the community through many communication channels: Spring 2015 City Currents Magazine, Normandy Park City Scene Magazine, City of Des Moines website on line Survey Monkey and distributed and collected at all Des Moines facilities, libraries, Mt. Rainier Pool and Normandy Park City Hall as well as at numerous community meetings between March and July, 2015.

A total of 393 residents representing all Des Moines neighborhoods engaged to provide valuable input. The most responses came from the Zenith, Marina District and North Hill neighborhoods, followed by Central Des Moines, Woodmont, South Central Des Moines, Redondo and North Central Des Moines.

The polls identify that citizens placed highest importance, (1 being low and 5 being high) on waterfront resources and community centers as follows:

1. Des Moines Beach Park- 4.34
2. Marina and Fishing Pier- 4.25
3. Des Moines Creek Trail- 4.14
4. Des Moines Field House Park- 3.8
5. Saltwater State Park- 3.79
6. Redondo Beach and Boardwalk- 3.72
7. Des Moines Senior Activity Center- 3.56
8. Steven J Underwood Memorial Park- 3.11

Building more trails and neighborhood connections, renovating existing parks and play areas and renovating existing facilities such as the Field House and Beach Park buildings, building new parks that include play equipment, sports courts and shelters and building a new community center with a gym, fitness center and meeting rooms as well as the acquisition of land for future parks and trails rated highest among park and facility improvement options. Expanding the Activity Center, building a Spray Park and improving streetscapes were also among the highest priorities.

Respondents were asked if they would support a Bond or Levy or pay additional fees for park improvements. Depending on the project concept, survey responses ranged from 61%-71% in support of a voted tax or added fees to renovate existing parks, play areas and recreation buildings and to repair or replace Marina bulkheads, pier and boardwalk. The range of support for the repair or replacement of the Beach Park bulkheads and beach access rated slightly lower at 57-59%.

The highest rated recreational activities noted were festivals and community events, youth sports, Beach Park concerts, youth enrichment, afterschool programs, camps and free summer lunch

programs, fitness and wellness, volunteering, waterfront sports, sports and enrichment for adults and senior citizens, inclusive (special needs) recreation, technology and youth scholarships.

Although fewer than 10% of the survey respondents have used the City's human services programs, they are a very high priority for Des Moines citizens. Aquatic programs are also a very high priority among Des Moines and Normandy Park citizens, especially water safety and learning to swim.

There is great need for the repair and renovation of the City's aging parks and facilities infrastructure that will cost an estimated \$6,288,990 in today's dollars. This should be the top priority for the parks system for the next 6-10 years.

The creation of additional resources is needed to provide parks and facilities in underserved neighborhoods to meet current challenges related to social inequity and to meet the demand created by residential and business growth projected over the next 30 years.

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Ordinance 16-018: Automated Red Light Running Enforcement Cameras

AGENDA OF: March 31, 2016

DEPT. OF ORIGIN: Police and Planning,
Building and Public Works

ATTACHMENTS:

1. Draft Ordinance 16-018
2. Prioritized list of potential locations

DATE SUBMITTED: March 24, 2016

CLEARANCES:

- Legal MA
- Finance DM
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works DJB
- Police [Signature]
- Courts [Signature]
- Economic Development N/A

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

Purpose and Recommendation:

The purpose of this Agenda Item is to seek City Council approval of Draft Ordinance 16-018 (Attachment 1) establishing the authority for Automated Red Light Running Enforcement in Des Moines, and to seek direction from the Council on locations for automated red light running enforcement so that staff can negotiate a contract supplement with American Traffic Solutions (ATS). Once the contract supplement is complete, it will be brought back to the Council for approval on the consent calendar.

Suggested Motions

Motion 1: "I move to suspend Rule 26(a) on order to enact Draft Ordinance 16-018 on first reading."

Motion 2: "I move to enact Draft Ordinance 16-018, establishing the authority for automated red light running enforcement in Des Moines."

Motion 3: "I move to authorize the City Manager to prepare a contract supplement for automated red light running enforcement with American Traffic Solutions (ATS) at the following intersection approaches: southbound and eastbound at SR-99 (Pac. Hwy)/South 216th Street, southbound and westbound at SR-99 (Pac. Hwy)/SR-516 (KDM), and northbound and southbound at SR-509 (MVD)/7th Pl South /South 216th St, and to bring the contract back to the Council for approval on the consent calendar."

Background and Discussion:

In late 2015, the Public Safety and Transportation Committee (PS&T) asked staff to evaluate the feasibility of automated red light running enforcement. Staff worked with ATS who is the current vendor at the two automated school speed zone enforcement locations in the City. At the February 4th, 2016 PS&T meeting, staff updated the committee on the twenty-one approach locations that were evaluated by ATS. The evaluation included the expected number of red light violations per day after an 18 month “maturity” period which is industry standard as drivers adjust their compliance at photo enforced locations. Based on the data from ATS, there were fourteen (14) approaches that met the minimum threshold for violations per day that would warrant covering the costs of automated enforcement. The committee asked staff to bring back additional data associated with the 14 potential approaches with specific expenditures and revenues per each.

At the March 3rd, 2016 PS&T meeting, staff prepared a list of the reviewed locations based on violations per day and reported collision history between 2011-2015 per approach (Attachment 2). The PS&T committee met again on March 24th to further discuss potential locations for automated enforcement. The committee recommended that the following locations be included for automated red light running enforcement:

- Southbound and eastbound approaches at SR-99 (Pac. Hwy)/South 216th Street
- Southbound and westbound approaches at SR-99 (Pac. Hwy)/SR-516 (KDM)
- Northbound and southbound approaches at SR-509 (MVD)/7th Pl South /South 216th St

How would the Red Light Running Enforcement program work?

When installed, cameras at selected intersection approaches provide photo identification of red light running violations. The cameras will operate 24/7.

- *Capturing Violations:*
The camera system is linked to embedded sensors located within a predefined monitoring zone. When the sensors detect a vehicle traveling at a speed above the zone’s speed threshold in order to stop at the stop line in time, the camera system is triggered to take the first photo – referred to as the “A” shot – which captures the rear of the vehicle. As the vehicle continues through the stop line, the camera system takes the second photo – referred to as the “B” shot. In addition to these two photos, the system records a synchronized video clip of the violation to enhance enforceability.
- *Processing Violations:*
When a violation is captured, the data is transmitted to ATS’s processing center, where trained analysts review the material to confirm whether a potential violation did take place. The images are magnified and cropped and the identity of the vehicle’s registered owner is verified using the license plate number.

If a violation is confirmed based on the City’s established parameters, the data is then forwarded to the Des Moines Police Department in an encrypted and secured format. At that point a Des Moines Police Officer reviews the images and makes the final – and official – determination concerning the violation. Based on this review, the officer will either verify or reject the violation. All violations must be approved by an authorized officer from the City’s Police Department. Once the violation is verified by the officer, ATS is authorized to print and mail the citation. If rejected by the officer, the violation is removed from the live system and archived.

- *The Citation:*

The mailed citation includes two color photos of the vehicle denoting the violation as well as a magnified and cropped image of the vehicle's license plate. The citation also includes a website URL where the citation recipient can access the color photos and video using a security PIN provided in the citation. ATS has found that providing access to this evidence to the recipient can curtail the number of challenges that reach the courtroom. In the event that a recipient does attempt to challenge the citation in court, the judge will have access to the violation images and video footage.

In addition to photographic evidence of the violation, the citation provides the recipient with simple payment options (mail-in or online with a credit card or electronic check) and a Customer Service telephone number.

How much does the Red Light Running program cost?

The vendor offers a cost neutral guarantee, meaning that payments to the service provider can never exceed actual revenue received by the City. The terms of the contract with ATS can be terminated by mutual written agreement if service is not acceptable and there is cause, or if there is legislation or State law that is changed for this type of enforcement.

There is no installation or start up fees, service, or maintenance costs. The City would pay one flat monthly service fee for each monitored approach. After a 30 day warning citation issuance period, the City would be billed monthly at a cost of \$4,750 per fully equipped approach for a single camera and \$5,750 for a dual camera approach (if applicable).

Revenue for this program is generated through the payment of fines for citations issued for running a red light. A fine of \$136 will be issued with the violation. This amount is consistent with the current fine issued by an officer today. 100% of the revenue stays in the local jurisdiction as allowed under state law. Currently, about 60% of the fine issued by an officer goes to the State.

Per Draft Ordinance 16-018 (Attachment 1), revenue from fines would be used solely for public safety purposes as well as costs associated with violation processing, court hearings, fine collection, technology enhancements to support the program, training costs for those involved with the red light program, signage related to the program, police services unrelated to the red light program, and intersection safety improvements.

What are potential impacts on the Police Department?

If Council decides to move forward and authorizes the three intersections (six approaches) for automatic red light running enforcement recommended by the PS&T committee, there would be a significant impact on our current staffing levels within the police department. As discussed, each automated red light intersection would consist of two (2) camera approaches. These six (6) approach locations would generate about 12,500 automated enforcement violations a year to be processed by our officers and then entered into our Records Management System by our records staff. This would equate to an additional twelve (12) hours of work a week to be done by our existing staff. Also, this 12,500 estimate is based on the 18 month maturity rate for the automated enforcement locations. For the first 18 months, there will be significantly more automated enforcement violations to process and it is expected that during this time frame, additional staff hours will be needed to process these additional violations. Based upon the additional staff time needed for data entry into our Records Management System for these violations, the Police Department would also request Council to authorize the Evidence Specialist position be allocated

to a full time FTE. Currently our Evidence Specialist is a .80 FTE and if authorized she would receive cross-training and these additional 32 hours a month would be used in our Records Unit for the data entry into our RMS.

What are potential impacts on the court?

Implementing automated red light running enforcement at the three intersections (six approaches) will put the court beyond the maximum capacity for existing staffing. The six (6) approach locations will generate an additional 12,500 automated enforcement tickets to the courts current caseload. This will bring the courts overall caseload to about 18,000 cases per year just for Des Moines (this does not include Normandy Park cases).

The three intersections (six approaches) will have an impact on the court with its current staffing level. The increase in tickets would impact the workload of the court staff by an additional Fifty-Eight (58) hours a week. Therefore the part-time court clerk would need to be restored back to full-time at the start of the 30 day warning period, and an additional full-time court clerk position will be required. This does not include the hours that will need to be increased for the judge for judicial hearings.

Vendor Selection

The two main vendors that provide red light running programs are American Traffic Solutions (ATS) and Redflex. The City has an existing contract with ATS, and the red light running program would be an addendum to the current contract.

Implementation

For locations on a State Route (i.e. SR-99, SR-516, SR-509), the Washington State Department of Transportation requires a Justification Engineering Report for review and approval. ATS has agreed to assist the City in generating this Justification Report.

Once the red light running enforcement system is installed, traffic signs will be posted to notify drivers that they are entering a traffic signal with Photo Enforcement. For the first 30 days of the red light running enforcement program implementation, drivers running a red light will receive a warning in the mail. The intent of this 30 day warning period is to educate drivers about the red light running enforcement program and the potential safety concerns. Hopefully this warning alone will help change drivers behavior in and around traffic signals.

Staff will work with the vendor to help educate the public about the red light running enforcement program. Staff will provide a media release to the Highline Times, Waterland Blog, and an article will be prepared for the City Currents.

Alternatives:

Council could decide not to establish the authority for red light running enforcement program. The Council could add or remove potential locations under motion 3.

Financial Impact:

Revenue estimates from fines are based on violations, 18 months after installation in order to accurately estimate the revenues needed to cover program costs. In addition, staff has assumed approximately 65% of the issued fines are actually received. The total anticipated gross annual revenue and expenditures for each suggested approach in motion 3 is shown in the follow tables:

<u>Anticipated gross annual revenue</u>	
Loc. 17 – SB SR-99 (Pac. Hwy)/S. 216 th St	\$206,502
Loc. 18 – EB South 216 th St/SR-99 (Pac. Hwy)	\$177,463
Loc. 20 – SB SR-99 (Pac. Hwy)/SR-516 (KDM)	\$129,064
Loc. 21 – WB SR-516 (KDM)/SR-99 (Pac. Hwy)	\$206,502
Loc. 11 – NB SR-509 (MVD)/7 th Pl S/S, 216 th	\$193,596
Loc. 12 – SB SR-509 (MVD)/7 th Pl S/S, 216 th	\$200,049
Total Gross Estimated Revenue:	\$1,113,176

<u>Anticipated gross annual expenditures</u>	
Vendor costs for 6 approaches above:	\$354,000
Court administration costs:	\$150,142
PD administration costs:	\$20,500 *
Legal/Prosecution costs:	\$3,036
Total Estimated Expenditures:	\$527,678

* (approx. \$65 per 40 violations to review)

Estimated Net Revenue	\$585,498
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Recommendation

Administration recommends that Council approve the proposed motions.

Concurrence:

The Police, Planning, Building, and Public Works, Court, Legal and Finance Departments concur with the recommendation.

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CITY ATTORNEY'S FIRST DRAFT 2/22/2016

DRAFT ORDINANCE NO. 16-018

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the Des Moines Traffic Code, authorizing the use of automated red light running enforcement cameras, adding a new chapter to Title 10 DMMC, establishing a penalty, and codifying a new chapter in Title 10 DMMC.

WHEREAS, pursuant to chapter 10.04 DMMC, the City adopted by reference the State's Model Traffic Ordinance which authorizes issuance of citations for school zone speed violations, and

WHEREAS, a red light running study was conducted for certain intersections in Des Moines and the results indicated a significant number of violations, and

WHEREAS, RCW 46.63.170 authorizes the use of automated traffic safety cameras to detect violations at traffic control signals upon passage of a local ordinance authorizing the use of said automated cameras, and

WHEREAS, consistent with the requirements of RCW 47.36.020, the duration of the yellow change intervals at the city's signalized intersections are at least as long as the minimum yellow change interval identified in the manual of uniform traffic control devices, and

WHEREAS, the City desires to use automated traffic safety cameras to detect red light running violations consistent with the authority granted in RCW 46.63.170; now therefore,

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

Sec. 1. A new chapter is added to Title 10 DMMC entitled "*Automated Red Light Running Enforcement*", to read as follows:

(1) Definitions.

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

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(b) "Automated red light running enforcement camera" means a device that uses a vehicle sensor installed to work in conjunction with an intersection traffic control system and a camera synchronized to automatically record one or more sequenced photographs, microphotographs, or electronic images of the rear of a motor vehicle whenever a vehicle fails to stop when facing a steady red traffic control signal.

(2) Authorized use.

(a) Consistent with the authority granted in RCW 46.63.170, City law enforcement officers and persons commissioned by the Chief of Police are authorized to use automated red light running enforcement cameras and related automated systems only to detect and record the image of red light running violations.

(b) Use of automated red light running enforcement cameras is restricted to intersections of two arterials with traffic control signals that have yellow change interval durations in accordance with RCW 47.36.022, which interval durations may not be reduced after placement of the camera.

(c) Use of automated red light running enforcement cameras is limited to taking pictures of the vehicle and vehicle license plate only, and only while an infraction is occurring. Pictures may not reveal the face of the driver or of passengers in the vehicle.

(d) Each location where an automated red light running enforcement camera is used shall be clearly identified by the City Traffic Engineer with the posting of signage placed in a manner that clearly indicates to a driver that the driver is entering a zone where traffic laws are enforced by an automated camera.

(e) Notwithstanding any other provision of law, all photographs, microphotographs and electronic images prepared under this ordinance and, as provided in RCW 46.63.170(1)(f), are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section. No photograph,

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microphotograph or electronic image may be used for any purpose other than enforcement of violations under this section nor retained longer than necessary to enforce this section.

(3) Notice of infraction.

(a) A notice of infraction based on evidence detected through the use of an automated red light running enforcement camera shall be mailed to the registered owner of the vehicle within fourteen (14) days of the violation, or to the renter of a vehicle within fourteen (14) days of establishing the renter's name and address under subsection (c)(i) of this section. A law enforcement officer shall authorize the issuance of the notice of infraction, which shall include with it a certificate or facsimile thereof, based upon the inspection of photographs, microphotographs, or electronic images produced by an automated traffic safety camera, citing the infraction and stating the facts supporting the notice of infraction. This certificate or facsimile shall be prima facie evidence of the facts contained in it and shall be admissible in a proceeding charging a violation under this ordinance. The photographs, microphotographs, or electronic images evidencing the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction. A person receiving a notice of infraction based on evidence detected by an automated red light running enforcement camera may respond to the notice by mail.

(b) The registered owner of a vehicle is responsible for a notice of infraction detected through use of an automated red light running enforcement camera unless the registered owner overcomes the presumption stated in this ordinance, or, in the case of a rental car business, satisfies the conditions under subsection (c) of this section. If appropriate under the circumstances, a renter identified under subsection (c)(i) of this section is responsible for such an infraction.

(c) If the registered owner of a vehicle responsible for a notice of infraction detected through use of an automated red light running enforcement camera is a rental car business, the Chief of Police or his designee shall, before such a notice of infraction is issued, provide a written notice

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to the rental car business that a notice of infraction may be issued to the rental car business if the rental car business does not, within eighteen(18) days of receiving the written notice, provide to the Des Moines Police Department by return mail:

(i) A statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred; or

(ii) A statement under oath that the business is unable to determine who was driving or renting the vehicle at the time the infraction occurred because the vehicle was stolen at the time of the infraction. A statement provided under this subsection must be accompanied by a copy of a filed police report regarding the vehicle theft.

Timely mailing of this statement to the Des Moines Police Department relieves a rental car business of any liability under this ordinance for the notice of infraction. In lieu of identifying the vehicle operator, the rental car business may pay the applicable penalty.

(4) Prima facie presumption.

(a) In a traffic infraction case involving an infraction detected through the use of an automated red light running enforcement camera under this ordinance, proof that the particular vehicle described in the notice of traffic infraction was involved in red light running violation, together with proof that the person named in the notice of infraction was at the time of the violation the registered owner of the vehicle, shall constitute in evidence a prima facie presumption that the registered owner of the vehicle was the person in control of the vehicle at the point where, and for the time during which, the violation occurred.

(b) This presumption may be overcome only if the registered owner states under oath, in testimony before the court that the vehicle involved was, at the time, stolen or in the care, custody, or control of some person other than the registered owner.

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(5) Processing of infractions. Infractions detected through the use of automated red light running enforcement cameras are not part of the registered owner's driving record and shall be processed in the same manner as parking infractions.

(6) Nonexclusive enforcement. Nothing in this ordinance prohibits a law enforcement officer from issuing a notice of traffic infraction to a person in control of a vehicle at the time a violation occurs under RCW 46.63.030(1) as now in effect or hereinafter amended.

(7) Penalty.

(a) The maximum penalty for infractions detected under authority of, and committed pursuant to, the provisions of this ordinance shall ~~be not exceed the monetary penalty for a violation of RCW 46.61.050 as provided under RCW 46.63.110, including all applicable statutory assessments. The monetary penalty two hundred fifty dollars (\$250.00). The monetary penalty for a violation of this ordinance is consistent with the authority of RCW 46.63.170 and shall not exceed the maximum amount of fine issued for other parking infractions within the City of Des Moines.~~

(b) Revenue from fines assessed under authority of this ordinance shall be used solely for public safety purposes or as otherwise provided by state law. For purposes of this section, the term "public safety purposes" may include, but is not limited to, the following:

(i) Personnel costs for employees or contractors who are involved in automated red light running enforcement planning and implementation, including professional services such as traffic engineering services;

(ii) Personnel costs for employees or contractors who are involved in automated red light running enforcement, court hearings, fine collection or other processing, including expert witness fees, and/or technology enhancements to efficiently support program administration;

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(iii) Costs associated with training of employees or contractors involved with the automated red light running enforcement program;

(iv) Purchase and/or maintenance of equipment, including signage, related to the automated red light running enforcement program;

(v) Costs associated with public safety including general fund expenditures for police services unrelated to the automated red light running enforcement program;

(vi) Costs associated with intersection safety projects in the transportation capital fund, unrelated to the automated red light running enforcement program.

(8) Compensation for services. The compensation paid to the manufacturer or vendor of the automated red light running enforcement camera equipment used shall be based only upon the value of the equipment and services provided or rendered in support of the system, and shall not be based upon a portion of the fine or civil penalty imposed or the revenue generated by the equipment.

Sec. 2. Codification. Section 1 of this ordinance shall be codified as a new chapter in Title 10 DMMC entitled "*Automated Red Light Running Enforcement*".

Sec. 3. Severability - Construction.

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

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

Draft Ordinance No. 16-018
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Sec. 4. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

PASSED BY the City Council of the City of Des Moines this _____ day of _____, 2016 and signed in authentication thereof this _____ day of _____, 2016.

M A Y O R

APPROVED AS TO FORM:

Assistant City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____

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RED LIGHT PHOTO ENFORCEMENT PRIORITIZED BY PREDICTED VIOLATIONS AFTER MATURITY					
ATS Loc.	Direction	Street	Cross Street	Violations per day	Gross Annual Revenue
15	EB	S 227th St	Marine View Dr/SR 509	8	\$ 258,128
17	SB	Pacific Hwy S/ Intertional Blvd/ SR 99	S 216th St	6.4	\$ 206,502
21	WB	Kent Des Moines Rd/SR 516	Pacific Hwy S/SR 99	6.4	\$ 206,502
12	SB	Marine View Dr/SR 509	7th Ave S/ 7th Pl S	6.2	\$ 200,049
19	SB	Pacific Hwy S/ Intertional Blvd/ SR 99	S 224th St	6.2	\$ 200,049
11	NB	Marine View Dr/SR 509	7th Ave S/ 7th Pl S	6	\$ 193,596
18	EB	S 216th St	Pacific Hwy S/ Intertional Blvd/ SR 99	5.5	\$ 177,463
1	NB	16th Ave S	S 240th St	4.8	\$ 154,877
8	WB	S 272nd St	16th Ave S	4.8	\$ 154,877
9	EB	S 216th St	20th Ave S	4.3	\$ 138,744
10	WB	S 216th St	24th Ave S	4.3	\$ 138,744
7	EB	S 272nd St	16th Ave S	4.1	\$ 132,291
13	NB	Marine View Dr/SR 509	S 227th St	4	\$ 129,064
20	SB	Pacific Hwy S/SR 99	Kent Des Moines Rd/SR 516	4	\$ 129,064
4	WB	S 240th St	16th Ave S	3.8	N/A
14	SB	Marine View Dr/SR 509	S 227th St	3.8	N/A
5	NB	16th Ave S	S 272nd St	3.7	N/A
6	SB	16th Ave S	S 272nd St	3.7	N/A
2	SB	16th Ave S	S 240th St	1.8	N/A
3	EB	S 240th St	16th Ave S	1.8	N/A
16	NB	Pacific Hwy S/ Intertional Blvd/ SR 99	S 216th St	N/A	N/A

RED LIGHT PHOTO ENFORCEMENT PRIORITIZED ACCIDENTS FROM 2011 TO 2014					
ATS Loc.	Direction	Street	Cross Street	2011-2014 Accidents per approach	Gross Annual Revenue
17	SB	Pacific Hwy S/ Intertional Blvd/ SR 99	S 216th St	17	\$ 206,502
2	SB	16th Ave S	S 240th St	10	N/A
5	NB	16th Ave S	S 272nd St	9	N/A
18	EB	S 216th St	Pacific Hwy S/ Intertional Blvd/ SR 99	8	\$ 177,463
20	SB	Pacific Hwy S/SR 99	Kent Des Moines Rd/SR 516	6	\$ 129,064
16	NB	Pacific Hwy S/ Intertional Blvd/ SR 99	S 216th St	5	N/A
1	NB	16th Ave S	S 240th St	4	\$ 154,877
14	SB	Marine View Dr/SR 509	S 227th St	4	N/A
19	SB	Pacific Hwy S/ Intertional Blvd/ SR 99	S 224th St	4	\$ 200,049
3	EB	S 240th St	16th Ave S	4	N/A
21	WB	Kent Des Moines Rd/SR 516	Pacific Hwy S/SR 99	3	\$ 206,502
12	SB	Marine View Dr/SR 509	7th Ave S/ 7th Pl S	3	\$ 200,049
11	NB	Marine View Dr/SR 509	7th Ave S/ 7th Pl S	3	\$ 193,596
13	NB	Marine View Dr/SR 509	S 227th St	3	\$ 129,064
4	WB	S 240th St	16th Ave S	2	N/A
6	SB	16th Ave S	S 272nd St	1	N/A
15	EB	S 227th St	Marine View Dr/SR 509	1	\$ 258,128
8	WB	S 272nd St	16th Ave S	1	\$ 154,877
7	EB	S 272nd St	16th Ave S	1	\$ 132,291
9	EB	S 216th St	20th Ave S	0	\$ 138,744
10	WB	S 216th St	24th Ave S	0	\$ 138,744