

## AGENDA

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

May 11, 2017 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

EXECUTIVE SESSION

COMMENTS FROM THE PUBLIC

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

### ADMINISTRATION REPORT

- Item 1: DEPUTY CITY CLERK
- Item 2: AMERICAN PUBLIC WORKS ASSOCIATION PROJECT OF THE YEAR AWARD
- Item 3: EMERGING ISSUES
- Item 4: STATE OF THE COURT ADDRESS
- Item 5: AVIATION ADVISORY COMMITTEE

### CONSENT CALENDAR

- Page 1    Item 1: APPROVAL OF VOUCHERS
- Motion is to approve for payment vouchers and payroll transfer through April 19, 2017 included in the attached list and further described as follows:
- |  |                |               |
|--|----------------|---------------|
| Total A/P Checks/Vouchers  | #150122-150277 | \$ 480,287.44 |
| Electronic Wire Transfers  | #854-857       | \$ 96,331.33  |
| Payroll Checks   | #18922-18925   | \$ 3,684.66   |
| Payroll Direct Deposit   | #160001-160162 | \$ 291,948.32 |
| Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: |                | \$ 872,251.75 |

AND

- Motion is to approve for payment vouchers and payroll transfer through May 3, 2017 included in the attached list and further described as follows:
- |  |                |                |
|--|----------------|----------------|
| Total A/P Checks/Vouchers  | #150278-150432 | \$ 584,602.36  |
| Electronic Wire Transfers  | #858-863       | \$ 235,866.47  |
| Payroll Checks   | #18926-18931   | \$ 6,495.94    |
| Payroll Direct Deposit   | #180001-180168 | \$ 413,025.17  |
| Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: |                | \$1,239,989.94 |

- Page 3 Item 2: ARTS COMMISSION APPOINTMENTS OF RONDI MARSH AND RODNEY OLSEN  
Motion is to confirm the Mayor appointments of Rondi Marsh to an unexpired three year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2017 and Rodney Olsen to an unexpired term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2018.
- Page 7 Item 3: CITY MANAGER CONTRACT AMENDMENT  
Motion is to approve a single step increase for the City Manager from M-43 C to M-43 D and to authorize the Mayor to sign a contract amendment to allow for the City Manager to annually cash out eighty hours of unused earned sick leave.
- Page 11 Item 4: 2017 SUMMER EVENTS – AGREEMENT WITH DESTINATION DES MOINES  
Motion 1 is to approve Draft Resolution 17-049 authorizing Destination Des Moines to use City property to conduct three summer events and to provide up to \$10,000 of in-kind City services for the Fireworks Over Des Moines on July 4, Community BBQ on July 12, and Waterland Festival on July 21-23, 2017.  
  
Motion 2 is to approve the Agreement with Destination Des Moines for the 2017 Summer Events specifying the responsibilities assumed by Destination Des Moines and identifying the in-kind services and facilities that will be provided by the City, and authorize the City Manager to sign the Agreement substantially in the form as attached.
- Page 27 Item 5: FUNDING AGREEMENT FOR CITY FEES AND SERVICES FOR THE FEDERAL WAY LINK EXTENSION (FWLE) PROJECT CONTRACTOR PROCUREMENT PHASE  
Motion 1 is to approve the Funding Agreement for City Fees and Services for the FWLE Project contract Procurement Phase, and authorize the City Manager to sign said Services Agreement substantially in the form as submitted.  
  
Motion 2 is to approve City Services Agreement Task Order 1: Request for Proposals Presentation, and authorize the Chief Operations Officer to sign said Task Order substantially in the form as submitted.
- Page 55 Item 6: SOUTH SOUND BOATING SEASON OPENING DAY PROCLAMATION  
Motion is to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 13, 2017.
- Page 59 Item 7: HIGHLINE VIEW ESTATES MODIFIED SUBDIVISION FINAL PLAT  
Motion is to adopt Draft Resolution No. 17-037 approving the final plat entitled “Highline View Estates”, City File No. LUA2015-0034.
- Page 109 Item 8: VALLEY COMMUNICATIONS CENTER ILA FOR EMERGENCY DISPATCH  
Motion is to approve the attached Interlocal Agreement with Valley Com for Emergency Dispatch Services effective June 1, 2017, and to authorize the City Manager to execute the attached ILA substantially in the form as attached.
- Page 125 Item 9: CONTRACT AWARD FOR 2017 PARKSIDE PARK RENOVATION PROJECT  
Motion is to award the Public Works Contract with D&D Construction 1, Inc. for the 2017 Parkside Park Renovation Project, in the amount of \$459,800, authorize a construction contract contingency in the amount of \$40,000, and additionally authorize the City Manager to sign the Public Works Contract substantially in the form as submitted.

Page 153 Item 10: AMENDMENT TO CONTRACT WITH AMERICAN BUILDING SERVICES, INC. FOR JANITORIAL SERVICES IN CITY BUILDINGS – MARINA HARBORMASTER’S OFFICE  
Motion is to approve the Amendment to the contract with American Building Services, Inc. for janitorial services for the Marina Harbormaster’s Office, for an additional annual amount of \$2,580, bringing the total estimated cost for 2017 to \$190,876, and additionally to authorize the City Manager to sign the Contract Amendment/Addendum substantially in the form as submitted.

Page 159 Item 11: CONSULTANT SUPPORT CONTRACT ADA TRANSITION PLAN, 2016-2017 ON-CALL GENERAL ENGINEERING SERVICES, PARAMETRIX INC. TASK ASSIGNMENT 2017-07  
Motion is to approve 2016-2017 On-Call General Engineering Services Task Assignment 2017-07 with Parametrix Inc. to provide consulting services for updating and formalizing the City’s ADA Transition Plan and Self-Evaluation in the amount of \$59,141.00, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

**NEW BUSINESS**

Page 171 Item 1: STATE ENVIRONMENTAL POLICY ACT (SEPA) CATEGORICAL EXEMPTION FLEXIBLE THRESHOLDS  
Staff Presentation: Senior Planner Laura Techico

Page 179 Item 2: 2017 BUDGET ADJUSTMENT  
Staff Presentation: Finance Director Dunyele Mason

Page 193 Item 3: POVERTY BAY SHELLFISH PROTECTION DISTRICT FORMATION  
Staff Presentation: Public Works Director Brandon Carver & King County Staff

**NEXT MEETING DATE**

May 18, 2017 City Council Study Session

**ADJOURNMENT**

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**CITY OF DES MOINES  
Voucher Certification Approval**

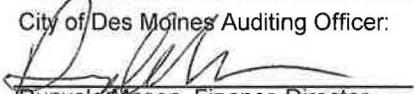
27-Apr-17

**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 April 27, 2017 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through April 19, 2017 included in the attached list and further described as follows:

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

  
Dunyele Mason, Finance Director

	# From	# To	Amounts
<b>Claims Vouchers:</b>			
Total A/P Checks/Vouchers	150122 ✓	- 150277	480,287.44 ✓
Electronic Wire Transfers	854 ✓	- 857 ✓	96,331.33 ✓
<b>Total claims paid</b>			<b>576,618.77</b>
<b>Payroll Vouchers</b>			
Payroll Checks	18922	- 18925	3,684.66 ✓
Direct Deposit	160001	- 160162	291,948.32 ✓
Payroll Checks		-	
Direct Deposit		-	
<b>Total Paychecks/Direct Deposits paid</b>			<b>295,632.98</b>
<b>Total checks and wires for A/P &amp; Payroll</b>			<b>872,251.75</b>

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

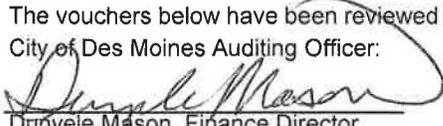
11-May-17

**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 May 11, 2017 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through May 03, 2017 included in the attached list and further described as follows:

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

  
Durnyele Mason, Finance Director

	# From	# To	Amounts
<b>Claims Vouchers:</b>			
Total A/P Checks/Vouchers	150278	150432	584,602.36
Electronic Wire Transfers	858	863	235,866.47
<b>Total claims paid</b>			<b>820,468.83</b>
<b>Payroll Vouchers</b>			
Payroll Checks	18926	18931	6,495.94
Direct Deposit	180001	180168	413,025.17
Payroll Checks		-	
Direct Deposit		-	
<b>Total Paychecks/Direct Deposits paid</b>			<b>419,521.11</b>
<b>Total checks and wires for A/P &amp; Payroll</b>			<b>1,239,989.94</b>

# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Arts Commission Appointments  
of Rondi Marsh and Rodney Olsen

ATTACHMENTS:

- 1. Arts Commission Applications

FOR AGENDA OF: May 11, 2017

DEPT. OF ORIGIN: Parks, Recreation & Senior  
Services

DATE SUBMITTED: April 17, 2017

CLEARANCES:

Community Development N/A

Marina N/A

Parks, Recreation & Senior Services 

Public Works N/A

CHIEF OPERATIONS OFFICER: DJS

Legal 56

Finance N/A

Courts N/A

Police N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

**Purpose and Recommendation**

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

**Suggested Motion**

**Motion:** "I move to confirm the Mayoral appointments of Rondi Marsh to an unexpired three year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2017 and Rodney Olsen to an unexpired term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2018."

## **Background**

The City Council adopted Ordinance No. 06-1393 establishing the Des Moines Arts Commission in November 30, 2006. The nine Arts Commission positions were appointed in February 2007. The terms were staggered so that six positions are retained each year and three positions expire each year on December 31.

The Arts Commission was created to:

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

## **Discussion**

This agenda seeks confirmation of the Mayoral appointments of Rondi Marsh, a Des Moines resident and arts educator at Midway Elementary School and Rodney Olsen, a Des Moines resident and arts educator at Des Moines Elementary School to the Des Moines Arts Commission. Both appointments would become effective immediately.

## **Alternatives**

None provided.

## **Financial Impact**

No financial impact.

## **Recommendation/Concurrence**

The Des Moines Arts Commission members support these appointments.



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

RECEIVED  
Recvd. \_\_\_\_\_

MAR 10 2011

Please Check

NAME: Randi Marsh  
ADDRESS: 601 S. 227th St. 303N.  
CITY/ZIP: Des Moines WA  
PHONE: Home (509) 930-0022 Work (206) 631-4437  
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 6 mos.  
REGISTERED VOTER? yes  
E-MAIL ADDRESS: rondisaccount@yahoo.com  
rondi.marsh@highline.schools.org.

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

EMPLOYMENT SUMMARY LAST FIVE YEARS: I am a music specialist for highline school District. I have also been a performing recording artist. I've been an educator since 1982 (and a performing artist.) I worked for Toppenish S.D and East Valley before selling Yakima house & moving here.

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? Yes if so, please describe: I own a house in Federal Way/Edgewood area I rent to a family. Being alone with kids grown and dogs gone I decided I wanted to live by the water in Des Moines. I love it. ☺

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 think I could bring some experience and expertise regarding the arts and education to build connections in those areas. I am very involved with the Northwest Chapter of the Recording Academy members and plan to run for a Governor position next year.
2. What problems, programs or improvements are you most interest in? First I would need to educate myself on what has been done in the past, what things are currently being done and listen to others on the board what ideas they have they hope to accomplish and then support those goals or offer new ideas for new goals
3. Please list any Des Moines elective/appointive offices you have run/applied for previously. None.



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

Recvd. \_\_\_\_\_

Please Check

NAME: Rodney Olsen  
ADDRESS: PO Box 98881  
CITY/ZIP: Des Moines 98198  
PHONE: Home 206 696-4479 Work 206 631-3700  
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 10 yrs  
REGISTERED VOTER? Yes  
E-MAIL ADDRESS: 1117olsen@att.net

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

EMPLOYMENT SUMMARY LAST FIVE YEARS: I have held the position of Music Specialist at Des Moines Elementary School.

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 believe the City of Des Moines can be a leader in the arts. We have a well educated and diverse population that should be able to enjoy the arts as an audience and participant while staying close to home.

2. What problems, programs or improvements are you most interest in? I am interested in developing music performance opportunities for our underage population.

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

# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: City Manager Contract Amendment

FOR AGENDA OF: May 11, 2017

DEPT. OF ORIGIN: Legislative

ATTACHMENTS:

- 1. Contract Amendment

DATE SUBMITTED: May 2, 2017

CLEARANCES:

- Community Development \_\_\_\_\_
- Marina \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_

CHIEF OPERATIONS OFFICER: DSB

- Legal VB
- Finance DM
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: \_\_\_\_\_

**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to acknowledge the satisfactory performance of the City Manager since his appointment and to authorize a single step increase and contract amendment.

**Suggested Motion**

**Motion 1:** "I move to approve a single step increase for the City Manager from M-43 C to M-43 D and to authorize the Mayor to sign a contract amendment to allow for the City Manager to annually cash out eighty hours of unused earned sick leave."

**Background**

The employment agreement dated October 28, 2016 between the City of Des Moines and the City Manager, Michael Matthias, required that the City Council conduct a performance evaluation of the City Manager in April of 2017. Pursuant to the agreement, if the City Manager was given a satisfactory performance review, he would be eligible to progress to an increased step or range. The result of the performance review was overwhelmingly positive. As a result, the City Council will be voting to approve a single step increase. Pursuant to the existing agreement, any step increase would be retroactive to February 20, 2017.

To recognize the City Manager's outstanding performance during the transition period and through the beginning of 2017, the City Council will also be voting to approve a contract amendment to allow for the annual cash out of eighty hours of unused sick leave. This amendment reduces the City's liability to the City Manager at retirement or separation by reducing the available sick hours that could be cashed in at a later date.

**EMPLOYMENT AGREEMENT AMENDMENT**

**THIS AMENDMENT** is entered into on this \_\_\_ day of May 2017, pursuant to the Employment Agreement entered into on the 28<sup>th</sup> day of October, 2016, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **Michael Matthias**.

The parties herein agree that the Employment Agreement dated October 28<sup>th</sup>, 2016, shall remain in full force and effect, except for the amendment set forth as follows:

1) **SECTION 3(D)** of Employment Agreement dated October 28<sup>th</sup>, 2016, is hereby amended to add the following:

Employee may cash in up to eighty (80) hours of sick leave annually.

Except as modified hereby, all other terms and conditions of employment agreement dated October 28<sup>th</sup>, 2016, remain in full force and effect.

IN WITNESS WHEREOF, and to signify agreement to the terms and conditions of this Amendment to the Employment Agreement, the parties have affixed their signatures on the dates indicated.

Dated this \_\_\_ day of May 2017.

Dated this \_\_\_ day of May 2017.

\_\_\_\_\_  
Mayor Matt Pina

\_\_\_\_\_  
Michael Matthias  
City Manager

Approved as to Form:

\_\_\_\_\_  
Timothy A. George  
City Attorney

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# AGENDA ITEM

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

SUBJECT: 2017 Summer Events – Agreement with Destination Des Moines

ATTACHMENTS:

- 1. Draft Resolution 17-049
- 2. Draft Agreement Between the City of Des Moines and Destination Des Moines
- 3. Destination Des Moines- Des Moines Tourism/Festival Support

FOR AGENDA OF: May 11, 2017

DEPT. OF ORIGIN:

DATE SUBMITTED: April 27, 2017

CLEARANCES:

- Community Development DEL
- Marina SD
- Parks, Recreation & Senior Services SD
- Public Works DEL

CHIEF OPERATIONS OFFICER: DSB

- Legal TS
- Finance DM
- Courts N/A
- Police TS

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

### Purpose and Recommendation

Destination Des Moines was selected by City Council to provide the leadership role in planning and staging the Waterland events and parade. Destination Des Moines also provides the leadership role in planning and staging the Fireworks Over Des Moines events. The purpose of this agenda item is to seek the Council’s approval of Draft Resolution No. 17-049 which allows Destination Des Moines to conduct the events on City property, subject to conditions. Administration is also asking the Council to approve the agreement between the City and Destination Des Moines which specifies the responsibilities assumed by Destination Des Moines and identifies the in-kind services that will be provided by the City to support the events. The following motions will appear on the consent calendar:

### Suggested Motions

Motion 1: “I move to approve Draft Resolution 17-049 authorizing Destination Des Moines to use City property to conduct three summer events and to provide up to \$10,000 of in-kind City services for the Fireworks Over Des Moines on July 4, Community BBQ on July 12, and Waterland Festival on July 21-23, 2017.”

Motion 2: “I move to approve the Agreement with Destination Des Moines for 2017 Summer Events specifying the responsibilities assumed by Destination Des Moines and identifying the in-kind services and facilities that will be provided by the City, and authorize the City Manager to sign the Agreement substantially in the form as attached.”

### Background

Destination Des Moines is a non-profit community based organization that was founded to promote and support community events. Their first order of business was to resurrect the “Waterland Parade”, a community event with a long history. Destination Des Moines was also asked to take on the management of the “Fireworks Over Des Moines” show which had previously been run by the Des Moines Rotary Club and to take over responsibility for the Des Moines Classic Car & Boat Show and the Classic Community Barbeque previously managed by the Des Moines Marina staff.

In December 2013, City Council awarded the management of an expanded Waterland Festival to Destination Des Moines. The 2017 community events will include the Seafair Waterland Parade, Wheels and Keels- Classic and Modified Car, Motorcycle and Wooden Boat Show, and Waterland Children’s Carnival.

The 2017 Fireworks Over Des Moines will take place at the Marina and Beach Park on July 4<sup>th</sup>. The Community Barbeque fundraiser for Fireworks Over Des Moines will take place prior to the Arts Commission’s opening Summer Concert in Beach Park on July 12<sup>th</sup>.

### Discussion

The mission of Destination Des Moines is to help develop awareness of the City of Des Moines as a great place to hold community events, to open and operate a business and assist other organizations in promoting and marketing events. Destination Des Moines has developed partnerships with the City of Des Moines and its residents, local business and non-profit organizations including Seattle Southside Regional Tourism Agency, Seattle Southside Chamber of Commerce, Des Moines Arts Commission, Des Moines Waterfront Farmers Market, SeaFair and many others to deliver on this mission. Fireworks Over Des Moines and the Seafair Waterland Parade are high value community events that serve thousands of residents and visitors and depend largely on sponsorships, volunteers and in-kind City services.

Following are brief descriptions of the events that DDM proposes to produce this summer:

#### **Fireworks over Des Moines, July 4, 2017:**

This 17<sup>th</sup> annual community tradition includes food vendors, music, beer & wine garden and special viewing area. The fireworks show will again be provided by Western Fireworks. Activities will be held at the Marina and Beach Park beginning at 5pm with the fireworks show starting at 10:15 pm and concluding at 11:00 pm. This event also includes family oriented inflatable toys, mobile vendors, live music and beer and wine garden.

Fireworks Over Des Moines draws over 5,000 spectators to the Marina and Beach Park, with thousands more viewing from the surrounding parks and neighborhoods. Destination Des Moines will provide event staff and volunteers to work at each of the event entrances and other activities. The Public Works Department will

provide the barricades and signage needed for road closures for the event and the Police Department will provide crowd monitoring, safety and security during the event and traffic control at the conclusion of the event. South King Fire and Rescue will be present at the event for crowd and water safety. The Marina and Parks and Recreation Departments will provide park and marina facility support for the event.

All Fireworks Over Des Moines events sponsorships, ticket sales, attractions and donation proceeds will be used to pay for direct event expenses such as the fireworks show, security, catering, entertainment, volunteer support, fencing, garbage, portable restrooms and marketing.

**Fire on the Water Community Barbeque, July 12, 2017:**

This community tradition will take place on Wednesday, July 12, 2017, after “Fireworks Over Des Moines” as a dedicated fundraiser for the fireworks show. The BBQ will again be held at the Beach Park and will start at 5:00 pm and conclude at 7:00 pm in collaboration with the Arts Commission’s first Summer Concert which will begin at 7:00 p.m. The Des Moines Legacy Foundation will also be present at the event as the sponsor of Bids for Kids from 5:00 pm – 8:00 pm., a silent auction and raffle fundraiser to provide recreation scholarships for underprivileged Des Moines children.

**Waterland Festival Events, July 21-23, 2017:**

Des Moines Wheels and Keels- Classic and Modified Car and Wooden Boat Show – July 21-23. This event features a wooden boat show on Friday, July 21, from 4:00 p.m. – 9:00 p.m., and Saturday and Sunday, July 22-23, from 10 a.m. to 4 p.m. The Car and Motorcycle Show will take place on Sunday, July 23, from 10:00 a.m. – 4:00 p.m. This event also includes live music and beer and wine garden.

Waterland Children’s Carnival – July 21-23. Family oriented inflatable toys and pony rides will be featured at Field House Park, on Friday from 4:00 p.m. – 9:00 p.m., Saturday, from 10:00 a.m. – 9:00 p.m. and Sunday, from 10:00 a.m. – 6:00 p.m.

SeaFair Waterland Parade – July 22. The parade is a traditional community event that started in the 1950’s. The Parade is a Seafair sanctioned event and will travel along the traditional Marine View Drive South parade route. The Children’s Parade begins at 5:45 p.m. and the Grand Parade begins at 6:00 p.m.

The Waterland Parade draws approximately 5,000 citizens to the Des Moines Marina District. The Public Works staff assists with securing permits to close Marine View Drive S. and stages the barricades and signage needed and assists the Police Department with road closures and traffic control. Destination Des Moines also utilizes the expert support of the Seafair Parade Marshalls for the event. The Wheels and Keels, and Waterland Children’s Carnival are expected to draw 5,000 to the Marina District.

All Waterland Festival events sponsorships, ticket sales, attractions, and donation proceeds will be used to pay for direct event expenses such as the parade judging and viewing stands, parade entertainment, awards, security, portable restrooms, garbage, volunteer support and event marketing.

**Alternatives**

- The Council may accept the staff recommendation and adopt Draft Resolution No. 17-049 and approve the City Manager’s Agreement with Destination Des Moines.
- The Council may direct the staff to make specified changes to Draft Resolution No. 17-049 and approve the agreement with Destination Des Moines.
- The Council may reject the staff recommendation.

### **Financial Impact**

Destination Des Moines has secured an agreement with the Seattle Southside Regional Tourism Authority for the financial support of Fireworks Over Des Moines and the Waterland Festival in the amount of \$20,000. Seattle Southside Regional Tourism Authority funding was proposed by the City of Des Moines Lodging Tax Advisory Committee and authorized by City Council. These grant funds will be used to reimburse the actual cost of City services that are provided for the Community Events in the amount of up to \$20,000. Destination Des Moines is also seeking in-kind City services support for the Community Events exceeding the amount of \$20,000 (if needed due to unforeseen issues), limited to an additional \$10,000.

In 2016, the City agreed to provide in-kind services for all of the above described events up to a value of up to \$20,000 for services by the Police, Public Works, Parks and Recreation and Marina departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures and pedestrian safety. The City also waived its facility rental fees for the use of City parking lots and buildings up to a value of up to \$10,000. The City's cost for Community Festivals is as follows: Fourth of July- \$14,157.86, Community Barbeque- \$250, and Waterland Festival- \$12,036 for a total of \$26,444.78. This amount was within the \$30,000 amount budgeted and \$6,444.78 above the \$20,000 reimbursement made to the City by Destination Des Moines. (Attachment 3) provides further details.

### **Recommendation or Conclusion**

The staff recommends that the Council adopt Resolution No. 17-049 which allows Destination Des Moines to conduct the "Summer Events" on City property, subject to conditions and to approve the agreement between the City and Destination Des Moines which specifies the responsibilities assumed by Destination Des Moines and identifies the paid and in-kind services that will be provided by the City to support the events.

### **Concurrence**

The City Attorney's office, Finance Department, Parks and Recreation Department, Marina, Police Department and Public Works Department concur with this recommendation.

Res. No. 17-049  
4/10/17

**CITY ATTORNEY'S FIRST DRAFT  
DRAFT RESOLUTION NO.17-049**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON,** authorizing Destination Des Moines ("Destination Des Moines") to conduct the following community events (hereinafter referred to as "Summer Events"): Fireworks Over Des Moines on July 4 and the Community Barbeque on July 12 2017 at the Marina and Beach Park; the Waterland Festival, Parade, Des Moines Wheels and Keels- Classic and Modified Car, Motorcycle and Wooden Boat Show and Children's Carnival on July 21- 23, 2017 at the Marina, Beach Park, Field House Park and on Marine View Drive South from Kent-Des Moines Road to South 216th; and listing conditions under which such permission is granted.

**WHEREAS,** the City Council finds that community events enhance the quality of life for residents of the City of Des Moines, and

**WHEREAS,** Destination Des Moines wishes to sponsor and conduct two Summer Events in Des Moines during the summer of 2017, and

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

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

**Sec. 1.** Permission to conduct the 2017 Calendar of Summer Events is granted to Destination Des Moines, subject to the following conditions:

(1) Destination Des Moines shall defend and hold the City of Des Moines harmless from liability.

(2) Destination Des Moines, the co-sponsors and promoters of the Summer Events, will provide financial support for the Events and will pay for event expenses such as portable toilets, garbage collection, paid advertising and/or promotional banners associated with the Events.

(3) Destination Des Moines will reimburse the City in the amount of up to \$20,000 for the City's assistance to the 2017 Summer Events which may include services by the Police, Public Works, Parks and

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Recreation, and Marina Departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures, parking lot management, and boater and pedestrian safety.

(4) The prime leadership of all Event activities shall be non-City personnel and it shall be clearly understood that assistance by City personnel is advisory to Destination Des Moines.

(5) Destination Des Moines will secure all permits and shall provide liability insurance in the amount of two million dollars (\$2,000,000) for each Summer Event. The City of Des Moines shall be named as an additional insured. Proof of such insurance must be delivered to the City thirty (30) days prior to each Summer Event.

(6) As promoters of the Summer Events, Destination Des Moines will be permitted to erect such special signage as is appropriate in the thirty (30) days prior to and during each event. All such signage shall be removed within ten (10) days after each Summer Event.

(7) Normal fees for conduct of the Summer Events on City property shall be waived where possible. Fees required by other governmental agencies shall be the responsibility of Destination Des Moines.

(8) An authorized official of Destination Des Moines shall execute a written agreement, on behalf of Destination Des Moines, acknowledging its responsibilities for the conduct of the Summer Events and accepting such limitations as are contained in this resolution in addition to such limitations as may be imposed by the City Council or City Manager, including, but not limited to:

(a) Destination Des Moines agrees to take whatever measures are necessary to prevent damage to City property and to be responsible for any damage that may occur as a result of the Summer Events; and

(b) A Des Moines Police Department Command Officer and/or the Fire Marshall of South King Fire and Rescue will have the authority to close any of the Summer Events down at any time should it be necessary, following assessment of any security issue.

**Sec. 2.** Upon execution of a written agreement incorporating all the terms and conditions of this Resolution, the City Manager is authorized, at his discretion, to grant permission to Destination Des

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Moines to use and occupy, for the purpose of the Summer Events, City streets, rights-of-way, and City property.

**Sec. 3.** The City Manager is authorized, at his discretion, to grant permission to utilize City promotional tools such as the *City Currents*, Rec N Roll, City Web Page, Channel 21 and Activity Center Community Reader Board to inform and educate the public about the Summer Events. Destination Des Moines understands that fees to cover City expenses may be charged for this use.

**Sec. 4.** The City Manager is authorized, at his discretion, to provide City assistance to the 2017 Summer Events up to a total value of \$30,000 which may include, without limitation, services by the Police, Public Works, Parks and Recreation, and Marina Departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures, parking lot management, and boater and pedestrian safety. The City Manager is authorized, at his discretion, to waive rental fees for the use of City property. The City Manager shall provide a report to the City Council on services provided and costs thereof.

**Sec. 5.** A Fireworks Over Des Moines Special Event Application(s) and Operational Plan and a Waterland Festival Special Event Application(s) Events and Operational Plan will be created and approved in writing by the City Manager and Destination Des Moines' promoters prior to the Special Events.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this \_\_\_ day of \_\_\_, 2017 and signed in authentication thereof this \_\_\_ day of \_\_\_, 2017\_.

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M A Y O R

APPROVED AS TO FORM:

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City Attorney

ATTEST:

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City Clerk

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**AGREEMENT**  
**Between**  
**THE CITY OF DES MOINES**  
**And**  
**DESTINATION DES MOINES**  
**for the**  
**2017 SUMMER EVENTS**

***THIS AGREEMENT*** is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter "City"), a municipal corporation of the State of Washington, and DESTINATION DES MOINES (hereinafter "Destination Des Moines") regarding the 2017 calendar of community events (hereinafter "Summer Events").

***WHEREAS***, the City finds that community events enhance the quality of life for residents of the City of Des Moines, and

***WHEREAS***, Destination Des Moines is a primary sponsor of 2017 Summer Events, and

***WHEREAS***, the City of Des Moines wishes to permit the Summer Events and to have Destination Des Moines plan and sponsor the Summer Events pursuant to certain terms and conditions; now therefore,

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

(1) Destination Des Moines agrees as follows:

Destination Des Moines shall conduct the 2017 Summer Events, which consist of the three community events in July:

- Fireworks Over Des Moines- July 4, 2017
- Community Barbeque- July 12, 2017
- Waterland Festival Events, July 21-23, 2017 including: Des Moines Wheels and Keels, Classic and Modified Car, Motorcycle and Wooden Boat Show, Waterland Children's Carnival, and Waterland Parade.

in compliance with the conditions outlined in City of Des Moines Draft Resolution No. 17-049, a copy of which is attached hereto and incorporated by this reference, and will comply with all federal, state, and local statutes, ordinances, and regulations. Destination Des Moines further agrees as follows:

(a) Destination Des Moines shall defend, indemnify and hold the City of Des Moines, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the conduct of the Summer Events or its associated activities, except for injuries and damages caused by the sole negligence or intentional conduct of the City its officers, agents and employees. In the event that any suit based upon such claim, injury, damage, or loss is brought against the City, Destination

Des Moines shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and Destination Des Moines and their respective officers, agents, and employees, or any of them, Destination Des Moines shall satisfy the same.

(b) Destination Des Moines and/or other promoters of the Summer Events will provide financial support for the Summer Events and will pay for Event-related expenses for portable sanitary facilities, garbage collection, paid advertising and/or promotional banners associated with the Summer Events.

(c) Destination Des Moines and/or other promoters of the Summer Events will contract with other companies to provide services to all listed events.

(d) Destination Des Moines and/or other promoters of the Summer Events will secure all permits.

(e) Destination Des Moines and/or other promoters of the Summer Events shall provide general liability insurance in the minimum amount of two million dollars (\$2,000,000) to cover each Summer Event. The City of Des Moines shall be named as additional insured. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. The City shall be furnished with original certificates evidencing the Summer Events insurance requirements thirty (30) days prior to each Summer Event.

(f) Destination Des Moines and/or other promoters of the Summer Events will be permitted to erect such special signage as is appropriate in the thirty (30) days prior to and during the events. All such signage shall be removed within ten (10) days after each Summer Event.

(g) Destination Des Moines and/or other promoters of the Summer Events will be allowed to have associated retail sales of food or merchandise and will be exempt from the requirements of the City's Mobile and Itinerant Vendor Code, chapter 5.57 DMMC.

(h) Destination Des Moines and/or other promoters of the events will be allowed to solicit donations for all Summer Events. Destination Des Moines and/or other promoters shall bear responsibility for all collection, accounting, and reporting of any funds collected. The City grants this privilege based upon the promoter's agreement that any funds collected in amounts greater than the cost of the event will be held in a special event fund for each individual event account to help pay for the following year's event.

(i) Destination Des Moines agrees to take whatever reasonable measures are necessary to prevent damage to City facilities and to be responsible for any damage that may occur as a result of the any Summer Events.

(j) A Des Moines Police Department Command Officer and/or the Fire Marshall of South King Fire and Rescue will have the authority to close any of the Summer Events down at any time should it be necessary, following assessment of any safety and security issues.

(l) A Fireworks Over Des Moines Special Event Application and Plan will be created by Destination Des Moines and approved in writing by the City Manager prior to the events.

(m) A Waterland Festival Special Event Application and Plan will be created by Destination Des Moines and approved in writing by the City Manager prior to the events.

(o) Destination Des Moines agrees to reimburse the City in the amount of up to \$20,000 to cover the actual costs for City assistance to the Summer Events, which may include services by the Police, Public Works, Parks and Recreation, and Marina departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures and pedestrian safety and rental rates for the use of City property.

(2) The City agrees as follows:

(a) Upon execution of this Agreement, the City Manager is authorized to grant permission to Destination Des Moines to use and occupy, for the purpose of the Summer Events, City facilities, property, streets, roads, and rights-of-way.

(b) Subject to approval of the Des Moines City Council, normal City fees shall be waived where possible. Fees required by other governmental agencies shall be the responsibility of Destination Des Moines.

(c) The City Manager is authorized, at his discretion, to grant permission to Destination Des Moines to utilize City promotional tools such as the *City Currents*, Parks, Recreation and Senior Services Brochure, City Web Page and Channel 21 to inform and educate the public about the events. Destination Des Moines understands that fees to cover direct City expenses may be charged for this use.

(d) The City Manager is authorized to provide, at his discretion up to a total value of \$20,000, City assistance to the Summer Events, which may include, without limitation, services by the Police, Public Works, Parks and Recreation, and Marina departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures and pedestrian safety and the reduction/elimination of rental rates for the use of City property. Destination Des Moines will reimburse the City for up to \$20,000 of the cost of these services. Subject to approval of the Des Moines City Council, an additional \$10,000 of City assistance may be provided at no cost to Destination Des Moines.

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

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

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

(b) Termination required for purposes of public health, safety, welfare or the public interest, as determined by the City Manager.

(5) Discrimination Prohibited. Destination Des Moines shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in the "Summer Events" on the basis of race, color, religion, creed, sex, national origin, marital status, sexual orientation, or presence of any sensory, mental, or physical handicap.

(6) Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.

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

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

(9) Amendments/ Authorization for Additional Services. This Agreement may be modified or amended and additional conditions may be authorized during the term of this Agreement upon the mutual written consent of the parties.

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

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

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

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

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

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

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

CITY OF DES MOINES

\_\_\_\_\_  
Michael Matthias, It's City Manager and  
ratified by the Des Moines City Council by  
Adoption of Resolution No. In Open Public  
Meeting on May 11, 2017

Date \_\_\_\_\_

DESTINATION DES MOINES

APPROVED AS TO FORM:

\_\_\_\_\_  
By \_\_\_\_\_  
It's President

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

Date \_\_\_\_\_

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Destination Des Moines  
Des Moines Tourism/Festival Support

Community BBQ 7/6/2016

P&R Beach Park Picnic Shelter Rental	7/6/2016			250.00
<b>Total for the Comm. BBQ.</b>				<b>250.00</b>

4th of July

Employees	Date	Regular Hours	Overtime Hours	Total
<b>Police</b>				
Police Total	7/4/2016	-	85.95	8,024.14
<b>PBPW</b>				
Total	7/4/2016	69.25	14.00	3,865.86
<b>PBPW Vehicles</b>				
Total	7/4/2016	34.50	-	642.00
<b>PBPW Rentals From National Barracade Company, LLC</b>				
Total	7/4/2016			200.39
<b>Marina</b>				
Total	7/4/2016	10.00	23.00	1,425.47
<b>Total for the 4th of July</b>		<b>113.75</b>	<b>122.95</b>	<b>14,157.86</b>

Waterland Festival 7/23/2016

Employees	Date	Regular Hours	Overtime Hours	Total
<b>Police</b>				
Police Total	7/23/2016	-	64.00	6,107.45
<b>Parks &amp; Recreation</b>				
Parks and Rec Total	7/23/2016	16.00	-	169.00
<b>PBPW</b>				
Total	7/23/2016	64.50	18.50	3,538.15
<b>PBPW Vehicles</b>				
Total	7/23/2016	39.00	-	762.00
<b>PBPW Rented Supplies From National Barricade Company LLC</b>				
Total	7/23/2016			1,287.67
<b>Marina</b>				
Total	7/24/2016	4.00		172.66
<b>Total Waterland Festival</b>		<b>123.50</b>	<b>82.50</b>	<b>12,036.93</b>
<b>Grand Total</b>		<b>237.25</b>	<b>205.45</b>	<b>26,444.78</b>
<b>Reimbursement Limit Per Agreement:</b>				<b>20,000.00</b>
<b>Excess of Agreement</b>				<b>6,444.78</b>

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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:** Funding Agreement for City Fees and Services for the Federal Way Link Extension (FWLE) Project Contractor Procurement Phase

**FOR AGENDA OF:** May 11, 2017

**DEPT. OF ORIGIN:** Community Development

**DATE SUBMITTED:** May 1, 2017

**ATTACHMENTS:**

1. Funding Agreement for City Fees and Services for the FWLE Project Contractor Procurement Phase
2. City Services Agreement Task Order 1: Request for Proposals Preparation

**CLEARANCES:**

- Community Development DEL  
 Marina N/A  
 Parks, Recreation & Senior Services N/A  
 Public Works PBL

**CHIEF OPERATIONS OFFICER:** DJB

- Legal JG  
 Finance DM  
 Courts N/A  
 Police N/A

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

### Purpose and Recommendation

The purpose of this Agenda Item is to seek the City Council's approval of the Funding Agreement for City Fees and Services for the Federal Way Link Extension (FWLE) Project Contractor Procurement Phase and Task Order 1 for 2017 services to assist with the contractor request for proposals.

Staff recommends that the City Council approve the Funding Agreement for City Fees and Services and Task Order 1, Request for Proposals Preparation, by passing the following motions:

### Suggested Motions

1. **Motion 1:** "I move to approve the Funding Agreement for City Fees and Services for the FWLE Project Contractor Procurement Phase, and authorize the City Manager to sign said Services Agreement substantially in the form as submitted."
2. **Motion 2:** "I move to approve City Services Agreement Task Order 1: Request for Proposals Presentation, and authorize the Chief Operations Officer to sign said Task Order substantially in the form as submitted."

## **Background**

The Sound Transit (ST) Board's January 2017 decision on the exact FWLE project to build and the federal agencies March 2017 records of decision were the preconditions for project funds to become available to reimburse City staff support for current and future phases of the project.

ST's FWLE Project includes facilities to be constructed within the City's jurisdiction. Interaction will be required between the City and ST to prepare construction plans and to secure property rights, permits, and approvals from the City for the construction of ST's facilities. The intent of the proposed Agreement (Attachment 1) is to establish (1) roles and responsibilities with regards to the FWLE Project, (2) terms and procedures for the City to review and approve the proposed use and permits, and (3) a task order process for ST to pay the City for the costs of providing design, permitting, and public right-of-way review and approval services that will be required to allow construction of ST facilities within the City.

ST agrees to pay the City for the costs associated with particular tasks that:

- Are necessary because of the implementation of ST's FWLE Project in the City; and
- ST asks the City to undertake.

This may include tasks that ST asks the City to complete on a shorter schedule than the City would otherwise follow. In general, ST will not pay the City for the costs associated with the following:

- Coordination between ST and the City normally provided as between government agencies, unrelated to the FLWE;
- City services provided in the ordinary course of business and on the City's usual time and schedule;
- City services that are already covered by existing land use, permitting, or other fee schedules. (ST will pay for such services under City fee schedules). An exception to this exclusion would occur if a task order or other agreement establishes a different payment structure or an earlier schedule in lieu of the established payments and fees paid later.

A task order will be prepared and executed by the Parties for each work effort to be covered by this Agreement. Included at this time for Council consideration is Task Order 1 for 2017 RFP services. Each task order will contain a scope of work, a detailed cost estimate, and a schedule of work. The cost estimate shall establish a maximum funding level for the task order. Each task order shall be executed by authorized representatives of ST and the City and shall incorporate by reference the provisions of this Agreement.

Task orders may address some or all of the following types of activities as appropriate to the project or phase. Each task described below is optional and will only be included in Task Orders when the City and ST agree it is appropriate.

### *A. Project Administration.*

A.1. Coordination and Communication. Activities including participation at regularly scheduled project-level coordination meetings and providing on-going project management activities, as well as central coordination of all submittal reviews, comment coordination and

consolidation, and identification of projects or proposals (e.g., utility or public works projects or private development projects) that have the potential to conflict with or interfere with ST's Project.

A.2 Management and Administration. Project management activities including staffing, budget, and schedule management, progress reports and invoicing, and other related activities.

A.3. Agreements. Review and approval of Memoranda of Understanding Development Agreements, Services Agreements, Task Orders and other related activities.

B. Design Review. Project design review consisting of informal "over the shoulder" (OTS) reviews and formal design submittals for which the City is expected to provide formal comments to ST.

B.1. OTS Review. OTS review meetings will be held approximately every other week in 2017 to keep Project team members apprised of developments in the design process, seek feedback or concurrence from the City on aspects of the design as it is progressing, and to determine whether the design is consistent with City codes and regulations.

B.2. Formal Submittals. ST will occasionally submit design review packages to the City for formal review and comment. The design review packages are to be described in the scopes of work included in Task Orders. ST will notify the City twenty-one (21) days in advance of providing design review packages to the City, and the City shall perform a review of the packages and return unified and coordinated comments from all relevant City departments within thirty (30) days.

### C. Planning and Design Coordination

C.1 Station Access Improvements. Coordination between the City and ST with regard to station access improvements, such as placement of kiss and ride facilities, parking, ride share services, and other emerging technologies, transit integration, wayfinding, and non-motorized access improvements.

C.2 Transit Oriented Development (TOD). City services to partner with ST to incorporate TOD principles during project design and permitting and to support ST in evaluating TOD opportunities on ST owned properties that will no longer be needed after construction is complete, or opportunities for development around ST facilities.

C.3 Right-of-Way (ROW). Coordination between the City and ST with regard to City ROW. This may include review of a Transit Way Agreement, necessary temporary easements or street vacations, or any other actions/transfers involving City ROW.

C.4 Joint Projects or Partnerships. City services where partnership will occur for a related separate City project, that ST may be contributing to as mitigation or project enhancement, or if there is a third party project (private, WSDOT, utility) that ST and the City need to coordinate with, or if there is something specific that ST needs to incorporate into the ST Project.

Task Order #1 for 2017 City Services (Attachment 2) expands on the general Services Agreement (Attachment 1) by emphasizing that this RFP Preparation phase will support the advertisement of a RFP

for a Design-Build Contractor to complete Final Design and Construct the FWLE Project including the interlocal agreements between the City and ST supporting this project phase. The RFP will contain detailed Project Requirements that the Design-Build Contractor must meet. City involvement is needed to provide input regarding codes, design and permitting prior to advertisement so that the Project Requirements describe a project that complies with City codes and requirements.

It expands on the Agreement by providing for the following:

- Regularly scheduled (weekly or bi-weekly as needed) project coordination meetings in 2017 with ST and stakeholder workshops, neighborhood meetings, City Council meetings, and preparing for and following up on key topics to advance resolution of issues for inclusion in the Project Requirements, Development Agreement and Transit Way Agreement. Also included is identification of and discussion regarding projects or proposals (e.g., City, or public or private franchise utility or public works projects or private development projects) that present partnership opportunities or the potential to conflict with ST's Project.
- The RFP Preparation Phase includes two formal submittals: the Draft RFP and Final RFP. As part of these submittals, City staff will review performance based and prescriptive Project Requirements and associated reference drawings, as well as Development Agreement and Transit Way Agreement language. City review of formal submittals is intended to ensure that Project design and Project Requirements are consistent with City codes and regulations.
- City services will also support ST in evaluating TOD opportunities on ST owned properties that will no longer be needed after construction is complete, or opportunities for development around ST facilities.
- ROW coordination between the City and ST and affected property owners during this phase is to ensure that plans in the ROW are consistent with City codes and regulations, the acquisition and management of acquired private property for ROW and vacation of City ROW, including the transfer of City ROW to the Project, are consistent with the City's management goals for the Pacific Ridge Neighborhood, and that the timing of relocation of residents and acquisition of property will be memorialized in a letter of concurrence to ensure that ST possesses and exercises property management responsibility.
- The City intends to provide ST with the necessary approvals to construct, operate and maintain the light rail system in the ROW conveyed through a Transit Way Agreement between the City and ST.
- A key activity during this project phase is to jointly develop and approve a permitting plan that supports the project schedule and provides the City with the information and time needed to provide approvals. City and ST staff will work together to establish mutually agreeable procedures and to streamline processes where possible. These processes and procedures will be documented in the Project Requirements and/or Development Agreement, as appropriate.

## Discussion

Staff estimates the level of effort and associated reimbursable costs for the City's support in preparing the Design-Build Request for Proposal (RFP) to be 1400 hours of staff time which equals 0.74 full-time-equivalents with a not-to-exceed amount of \$165,000 which works out to a weighted average hourly reimbursable rate of \$117.86. The Cost Estimate also included a 10% contingency.

This effort consists of:

1. Bi-weekly "over-the-shoulder" reviews and FWLE workshops where 8 Des Moines staff are expected to be involved but only 6 regularly each spending 5-6 hours per meeting.
2. Additional staff time outside meetings to review draft and final RFP.
3. Additional time by staff to prepare to support to ST's ROW effort that complement the City's management goals for Pacific Ridge neighborhood.
4. Development of the following formal agreements: Staffing, Property Management, Letters of Concurrence, Transit Way and Development Agreement including staff time to brief and request City Council approval of 3 of these agreements.
5. Des Moines Municipal Code Changes: The City will be required to make textual code changes to its Essential Public Facilities and Landscape codes and perhaps other development regulations to accommodate the Project as designed.

To provide these necessary services, individual fully loaded hourly billing rates range from \$154 for to \$85. Each staff hourly rate has been calculated by Des Moines' Finance Director based on the City's standardized fee-based services. These are the rates applied to the City's Capital projects, other City programs, other agencies and state grants.

## Alternatives

With respect to the proposed City Services Agreement and associated Task Order #1, the City Council has the following alternatives:

### ***1. Alternative 1: Do Nothing***

The City Council may determine that particular conditions exist that warrant denying or delaying approval of the City Services Agreement in support of the FWLE Contractor Request for Proposals phase. This is not the recommended alternative.

### ***2. Alternative 2: Approval of the Services Agreement only***

The City Council may approve the Services Agreement as proposed or with changes, but not Task Order 1. This is not the recommended alternative.

### ***3. Alternative 3: Approval of the Services Agreement and associated Task Order***

The City Council may approve the Services Agreement and Task Order 1 as proposed. **This is the recommended alternative.**

### ***4. Alternative 4: Delay Approval of the Services Agreement and/or Task Order #1 until a Later Council Meeting.***

If the Council is not comfortable with approving the Services Agreement and/or Task Order 1, staff could be directed to amend them and bring a revised Agreement and/or Task Order back to the City Council at a later meeting.

**Financial Impact**

To provide the services requested by ST, the City is expected to be reimbursed approximately \$165,000 which will be deposited into Special Revenue Fund 105 as fee-based revenues. Individual fully loaded hourly billing rates range from \$154 to \$85. Each staff hourly rate has been calculated by Des Moines' Finance Director based on the City's standardized fee-based services. These are the rates applied to the City's Capital projects, other City programs, other agencies and state grants. Services will be retroactive to January and reimbursed monthly once the agreement is signed.

**Recommendation**

Administration requests the City Council approve Services Agreement and Task Order 1. Administration believes it will be fully reimbursed for all of its 2017 costs to provide over-the-shoulder review of ST's FWLE work in preparing a request for proposals for the design-builder for the FWLE including meetings and workshops City staff will be required to attend, additional staff time outside meetings to review the draft and final request for qualifications, extra time supporting ST's right of way acquisition through Pacific Ridge including managing acquired properties in ways that support the City's Pacific Ridge Strategic Operations Plan, completing the various agreements requested by ST including staff time to prepare these for City Council consideration, and textual code changes to the DMMC to accommodate the FWLE.

**Concurrence:**

The City Attorney and Finance Director concur.

**CITY SERVICES AGREEMENT**  
**BETWEEN THE CITY OF DES MOINES AND SOUND TRANSIT**  
**FOR CITY COSTS RELATED TO SOUND TRANSIT PROJECT REVIEW AND PERMITTING**

This Agreement is entered into between the City of Des Moines (City), a Washington municipal corporation, and Sound Transit, a regional transit authority of the State of Washington for the purposes set forth below.

**RECITALS**

- A. The City is a non-charter municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and for other lawful purposes.
- B. Sound Transit is a regional transit authority created pursuant to Chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties.
- C. The City is responsible for administering state and local land use laws and development regulations that will apply to Sound Transit projects located within the City jurisdiction. The City is also responsible for managing streets and utilities within its jurisdictions and for providing municipal services such as public safety.
- D. The Sound Transit Long Range Transit Plan identifies the Federal Way Link Extension Project (FWLE) Project within the City's jurisdiction.
- E. Sound Transit completed environmental review of the FWLE Project with the issuance of a Final Environmental Impact Statement (EIS) on November 18, 2016 and the Sound Transit Board identified the project to be built by passing Resolution R2017-02 on January 26, 2017. FTA issued a Record of Decision on March 6, 2017 and FHWA issued a Record of Decision on March 9, 2017.

**1. General**

1.1 Purpose. Sound Transit's FWLE Project includes facilities to be constructed within the City's jurisdiction. Interaction will be required between the City and Sound Transit to prepare, review and approve agreements, prepare construction plans and to secure property rights, permits, and approvals from the City for the construction of Sound Transit's facilities. The intent of this Agreement is to establish (1) roles and responsibilities with regard to the FWLE Project, (2) terms and procedures for the City to review and approve the proposed use and permits, and (3) a task order process for Sound Transit to pay the City for the costs of providing design, permitting, and public right-of-way review and approval services that will be required to allow construction of Sound Transit facilities within the City.

**2. Designated Representatives**

The City and Sound Transit have designated formal points of contact and coordination for this Agreement as shown below. Each designated representative is responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The

Parties may change designated representatives by written notice to the other Party during the term of this Agreement. Task orders may designate other individuals as points of contact for each task order.

<u>City</u>		<u>Sound Transit</u>	
Name	Daniel J. Brewer, P.E., P.T.O.E.	Name	Dan Abernathy
Title	Chief Operations Officer City of Des Moines	Title	Project Director Sound Transit
Address	21630 11 <sup>th</sup> Avenue South, Suite D Des Moines, WA 98198	Address	401 S. Jackson Street Seattle, WA 98104-2826
Phone	(206) 870-6581	Phone	(206) 903-7170
Email	dbrewer@desmoineswa.gov	Email	dan.abernathy@soundtransit.org

### **3. Cooperation and Good Faith Efforts**

3.1 The Parties understand and agree that the activities described in this Agreement depend upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise with any aspect of the work should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.

3.2. The Parties acknowledge that this Agreement contemplates the execution and delivery of a number of future documents, instruments and permits, the final form and contents of which are not presently determined. The Parties agree to provide the necessary resources and to work in good faith to develop the final form and contents of such documents, instruments and permits, and to execute and deliver the same promptly.

### **4. Environmental Review**

4.1 Sound Transit is the lead agency for compliance with SEPA. In coordination with the City and other agencies with jurisdiction, Sound Transit has completed the substantive and procedural environmental review for the Project in accordance with SEPA requirements. The environmental review covers the City's issuance of permits for the Project as well as environmental mitigation, and the City will use and rely upon the existing environmental documents to satisfy its SEPA responsibilities, consistent with WAC 197-11-600. The foregoing is not intended to limit the City's authority to impose reasonable permit conditions pursuant to its development regulations.

### **5. Essential Public Facilities**

5.1 The Parties agree that the FWLE Project is a regional transportation facility that has the status of an essential public facility ("EPF") and that the requirements of RCW 36.70A.200 are applicable. Under RCW 36.70A, the City may not utilize development regulations to render impracticable Sound Transit's decisions on siting and location of the Project; however, the City may impose reasonable permit conditions on the Project.

### **6. Task Orders for City Services**

6.1 General Approach. Sound Transit agrees to pay the City for the costs associated with particular tasks that:

- Are required or necessary because of the implementation of Sound Transit's FWLE Project in the City and
- Sound Transit asks the City to undertake.

This may include tasks that Sound Transit asks the City to complete on a shorter schedule than the City would otherwise follow. City services are described in further detail in Section 6.3.

In general, Sound Transit will not pay the City for the costs associated with the following:

- Coordination between Sound Transit and the City normally provided as between government agencies, unrelated to the FWLE.
- City services provided in the ordinary course of business and on the City's usual time and schedule.
- City services that are already covered by existing land use, permitting, or other fee schedules. (Sound Transit will pay for such services under City fee schedules). An exception to this exclusion would occur if a task order or other agreement establishes a different payment structure in lieu of the established payments and fees.

6.2 Task Orders. A task order shall be prepared and executed by the Parties for each work effort to be covered by this Agreement. A list of anticipated task orders is attached as Exhibit A. Task orders shall be in a format similar to that shown in Exhibit B. Each task order shall contain a scope of work, a detailed cost estimate, and a schedule of work. The cost estimate shall establish a maximum funding level for the task order. Each task order shall be executed by authorized representatives of Sound Transit and the City and shall incorporate by reference the provisions of this Agreement.

6.3 City Services. Task orders may address some or all of the following types of activities as appropriate to the project or phase. Each task described below is optional and should only be included in Task Orders when the City and Sound Transit agree it is appropriate.

**A. Project Administration.**

A.1. Coordination and Communication. Activities including participation at regularly scheduled project-level coordination meetings and providing on-going project management activities, as well as central coordination of all submittal reviews, comment coordination and consolidation, and identification of projects or proposals (e.g., utility or public works projects or private development projects) that have the potential to conflict with or interfere with Sound Transit's Projects.

A.2. Management and Administration. Project management activities including staffing, budget, and schedule management, progress reports and invoicing, and other related activities.

A.3. Agreements. Review and approval of Memoranda of Understanding, Development Agreements, Services Agreements, Task Orders and other related activities.

**B. Design Review.** Project design review consisting of informal “over the shoulder” (OTS) reviews and formal design submittals for which the City is expected to provide formal comments to Sound Transit.

B.1. OTS Review. OTS review meetings may be scheduled on an as-needed basis to keep Project team members apprised of developments in the design process, seek feedback or concurrence from the City on aspects of the design as it is progressing, and to determine whether the design is consistent with City codes and regulations.

B.2. Formal Submittals. Sound Transit will occasionally submit design review packages to the City for formal review and comment during the earlier project phases and regularly during the permitting and construction phases. The design review packages, including specific timeframes for Sound Transit to provide advance notification to the City and for City review, are to be described in the scopes of work included in Task Orders. If the City foresees that comments will not be returned within the agreed upon timeframe, the City shall notify Sound Transit of the delay as soon as possible so the Parties can determine an acceptable solution. City comments should identify any aspects of the design that do not meet City codes and regulations so the inconsistency can be corrected.

**C. Planning and Design Coordination.**

C.1 Station Access Improvements. Coordination between the City and Sound Transit with regard to station access improvements, such as placement of kiss and ride facilities, parking, ride share services, and other emerging technologies, transit integration, wayfinding, and non-motorized access improvements.

C.2 Transit Oriented Development (TOD). City services to partner with Sound Transit to incorporate TOD principles during project design and permitting and to support Sound Transit in evaluating TOD opportunities on Sound Transit owned properties that will no longer be needed after construction is complete, or opportunities for development around Sound Transit facilities.

C.3 Right-of-Way (ROW). Coordination between the City and Sound Transit with regard to City ROW. This may include review of a Transit Way Agreement, necessary temporary easements or street vacations, or any other actions/transfers involving City ROW.

C.4 Joint Projects or Partnerships. City services that meet the general approach described in Section 6.1 where partnership will occur for a related separate City project, that ST may be contributing to as mitigation or project enhancement, or if there is a third party project (private, WSDOT, utility) that ST and the City need to coordinate with, or if there is something specific that ST needs to incorporate into the Sound Transit Project.

**D. Permits and Approvals.**

D.1. Establish Permit Process. City coordination with Sound Transit and possibly other cities to determine a streamlined and consolidated permitting process for the Project that would allow for the City to review and process permits in the most expeditious manner allowable under applicable laws. This may include the preparation of a development agreement, development code amendments, or other types of documents to implement a permitting process.

D.2. Permitting and Inspection Activities. City permitting activities directly related to permit processing, approval, and issuance including inspections, if these activities are not already provided for through standard permitting fees.

E. Other Services. Other services as deemed appropriate by the City and Sound Transit.

6.4 Eligible Costs. The following types of expenditures shall be eligible for reimbursement:

- Direct project costs including labor charges at the employees' current salary rates including any incremental raises they may receive during the Task Order period and including applicable employee benefits.
- Direct non-salary costs reimbursed at the actual cost to the City.
- All consultant costs that are consistent with the activities identified in the Task Order Scope of Work and within the Task Order Cost Estimate.
- This Agreement does not cover the City's normal capital and operating expenses such as buildings, office equipment, maintenance, security, utilities, or vehicles except those expenses normally included in the City's cost-based fee calculation for planning, building, permit and engineering services.

6.5 Performance. If the City does not perform the services described in the Task Orders, provide formal review comments within the Design Submittal review times set forth in Section 6.3, or fails to identify development code conflicts that require design changes during the permitting process, and if the failure to perform is solely attributable to the City's actions or inactions, corrective action must be taken by the City. Appropriate corrective action will first be established by the City and Sound Transit Designated Representatives. Should corrective action not resolve the problem within one (1) week, the dispute resolution process may be commenced and Sound Transit may request specific resolutions including a reduction in the fees owed by Sound Transit to the City.

## 7. Invoicing

7.1 The City shall submit invoices and supporting documentation for task order payments. The invoices must include the appropriate purchase order number, which Sound Transit will provide after execution of each task order, a cover memo including a description of services provided by the City, and supporting documentation detailing the work completed and associated costs.

7.2 The City shall submit its invoices with the required documentation via email or mail to [AccountsPayable@SoundTransit.org](mailto:AccountsPayable@SoundTransit.org), or Sound Transit, Accounts Payable, 401 S. Jackson St., Seattle, WA 98104-2826. Invoices are payable thirty (30) days upon Sound Transit's receipt of the invoice and acceptable documentation.

7.3 If Sound Transit determines that an invoice lacks sufficient documentation to support payment, Sound Transit will notify the City of its determination and request that the City provide additional documentation. Sound Transit may withhold payment for contested portions of the invoice until supporting documentation for the contested portions are provided, however such approval shall not be unreasonably withheld.

## **8. Suspension and Termination**

8.1 If the City has not received payment from Sound Transit as provided in Section 6, the City may suspend performance of all or any part of the associated work after giving Sound Transit thirty (30) days' notice of City's intent to do so. Such suspension shall remain in effect until payment is made in full, at which time the suspension shall be lifted.

8.2 Either Party may terminate this Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Agreement in a timely manner or breaches any material provision of this Agreement and the dispute resolution process identified in Section 10 has failed to reach resolution within the timelines described therein. The Party wishing to terminate this Agreement for cause shall provide the other Party with notice of its intent to terminate and shall give the other Party an opportunity to correct the failure to perform or breach within thirty (30) days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty (30) days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved party by giving ninety (90) days' notice to the other Party.

8.3 This Agreement shall also terminate with the mutual consent of both parties.

8.4 Except as provided in this Section, a termination by either Party shall not extinguish or release either Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accord with the terms of this Agreement.

## **9. Indemnity**

9.1 Each Party agrees to hold harmless, indemnify, and defend the other Party, its officers, agents, and employees, from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of the indemnifying Party, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the indemnifying Party, its officers, agents, or employees, in connection with the services required by this Agreement, provided, however, that:

9.1.1 The indemnifying Party's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the other Party, its officers, agents or employees; and

9.1.2 The indemnifying Party's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the indemnifying Party and the other Party, or of the indemnifying Party and a third party other than an officer, agent, or employee of the indemnifying Party, shall apply only to the extent of the negligence or willful misconduct of the indemnifying Party, its officers, agents, or employees.

9.2 Each Party agrees to bear full responsibility for any and all tax liabilities owed that may arise in relation to this Agreement, and each Party shall fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax liability owed by other Party arising from or related to the transactions set forth herein, including, but not limited to, any taxes, penalties, fines, and/or interest that are assessed by any tax authority against the indemnifying Party and further including all attorneys'

fees and costs incurred in response to any claims or assessments by any tax authority against indemnifying Party, its officers, agents and employees.

9.3 The obligations in this Section shall survive termination or completion of this Agreement as to any claim, loss or liability arising from events occurring prior to such termination or completion.

## **10. Dispute Resolution**

10.1 The Parties agree that neither party shall take or join any action in any judicial or administrative forum to challenge actions of the other party associated with this Agreement or the Project, except as set forth herein.

10.2 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.

10.3 Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently.

10.4 Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

10.4.1 Level One - Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, either party may refer the dispute to Level Two.

10.4.2 Level Two - Sound Transit's Executive Project Director, and the City's Chief Operations Officer shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.

10.4.3 Level Three - Sound Transit's Executive Director, Engineering and Construction Management or Designee and the City Manager or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

10.5 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither party has an obligation to agree to refer the dispute to mediation nor other form of dispute resolution following completion of Level Three of the process described herein. Such agreement may be withheld for any reason or no reason.

## **11. Remedies and Enforcement**

11.1 The Parties reserve the right to exercise any and all of the following remedies, singly or in combination, and consistent with the dispute resolution and default Sections of this Agreement, in the event the other violates any provision of this Agreement:

11.1.1 Commencing an action at law for monetary damages;

11.1.2 Commencing an action for equitable or other relief;

11.1.3 Seeking specific performance of any provision that reasonably lends itself to such remedy; and/or

11.1.4 Each party shall be responsible for their own attorney's fees and costs.

11.2 All remedies set forth above are cumulative and the exercise of one shall not foreclose the exercise of others.

11.3 Neither Party shall be relieved of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party's conduct.

## **12. Duration of Agreement**

12.1 This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until all Sound Transit Projects contemplated by this Agreement are completed and open to the public, unless this Agreement is extended by mutual agreement of the Parties, or unless this Agreement is superseded by a future agreement or is sooner terminated as provided in Section 8 above.

## **13. Warranties**

13.1 By execution of this Agreement, the City warrants:

13.1.1 That the City has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement the City is not in violation of any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and

13.1.2 That the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement, and that upon approval by the City, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

13.2 By execution of this Agreement, Sound Transit warrants:

13.2.1 That Sound Transit has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement Sound Transit is not in violation of any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and

13.2.2 That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite corporate action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that upon approval by Sound Transit, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

#### **14. Administration of Agreement**

14.1 This Agreement will be jointly administered by Sound Transit's Designated Representative and the City's Designated Representative.

14.2 Each Party shall bear its own costs of administering this Agreement.

#### **15. Posting of Agreement**

15.1 Pursuant to RCW 39.34.040, each party shall list this Agreement on its website by subject matter and shall post a copy in an electronically retrievable source for public viewing.

#### **16. Assignment and Beneficiaries**

16.1 Neither Party may assign all or any portion of this Agreement without the express written consent of the other Party. There are no third party beneficiaries to this Agreement.

#### **17. Notices**

17.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative.

17.2 Unless otherwise provided herein, all notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other party's Designated Representative as listed herein. However, notice under Section 7, Suspension and Termination, must be delivered in person or by certified mail, return receipt requested.

#### **18. Audits**

18.1 Sound Transit and the City shall maintain accounts and records, including contract and financial records, which sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid to the City by Sound Transit. These records shall be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the Office of the Archivist pursuant to RCW Chapter 40.14 and agreed to by the City and Sound Transit.

#### **19. General Provisions**

19.1 The Parties shall not unreasonably withhold requests for information, approvals, or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or Des Moines City Council are recognized to be legislative actions. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement provided, however, that

where such actions or documents must be first approved by vote of the Sound Transit Board or Des Moines City Council, such actions are recognized to be legislative actions. The City and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.

19.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

19.3 This Agreement shall be binding upon and inure to the benefit of successors and assigns of the City and Sound Transit.

19.4 Time is of the essence in every provision in this Agreement. Unless otherwise set forth in this Agreement, the reference to “days” shall mean calendar days unless otherwise noted. Any reference to “working days” shall exclude any City holidays and weekend days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

19.5 This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

19.6 No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one party shall be deemed, or represent themselves to be, employees of any other party.

19.7 This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.

19.8 Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.

19.9 This Agreement and related task orders may be amended only by a written instrument executed by each of the Parties hereto.

19.10 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

## **20. Severability**

20.1 In case any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

## **21. City's Permitting and Regulatory Authority**

21.1 Nothing in this Agreement shall be deemed a waiver of the City's regulatory authority nor a predetermination of the compliance of the Project with applicable codes and regulations.

**IN WITNESS WHEREOF**, each of the Parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

SOUND TRANSIT

THE CITY OF DES MOINES

By: \_\_\_\_\_  
Peter M. Rogoff, Chief Executive Officer

By: \_\_\_\_\_  
Michael Matthias, City Manager

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

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

Authorized by Motion No.  
M2017-XX

Authorized by City Council  
Motion on \_\_\_\_\_, 2017.

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Amy Jo Pearsall, Senior Legal Counsel

By: \_\_\_\_\_  
Tim George, City Attorney

**EXHIBITS**

Exhibit A: Anticipated Task Orders under this Agreement

Exhibit B: Task Order Format

**Exhibit A**

**Anticipated Task Orders**

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Task Order 1 - Federal Way Link Extension Request for Proposals Preparation Phase

Task Order 2 - Federal Way Link Extension Design-Build Procurement Phase

Task Order 3 - Federal Way Link Extension Permitting and Pre-Construction Phase

Task Order 4 - Federal Way Link Extension Construction Phase

**Exhibit B**

**Task Order Format**

**CITY SERVICES AGREEMENT**

**BETWEEN THE CITY OF XX AND SOUND TRANSIT**

**FOR CITY SERVICES AND COSTS RELATED TO FEDERAL WAY LINK EXTENSION**

**PROJECT REVIEW AND PERMITTING**

**Task Order \_\_\_: Title**

This Task Order is issued under the City Services Agreement between the City of XX and Sound Transit for City Services and Fees Related to Federal Way Link Extension Project Review and Permitting dated \_\_\_\_\_, 2017 (Funding Agreement). This Task Order establishes the scope, schedule, and budget for the services provided by the City (Services) for the Sound Transit PROJECT/PHASE. The City agrees to perform the Services in the manner set forth in this Task Order. The terms and conditions of the City Services Agreement are incorporated into this Task Order unless expressly modified below.

The effective date of this Task Order is \_\_\_\_\_, 20\_\_.

**Project Description.** *General Description of the work to be performed. May also include definitions if helpful/appropriate.*

- The Scope of Work is included as Attachment 1 to this Task Order.
- The Schedule is included as Attachment 2 to this Task Order.
- The Cost Estimate is included as Attachment 3 to this Task Order.

The authorized representatives of the parties have agreed to the terms of this Task Order by signing below.

<p><u>For the City</u></p> <p>_____ Signature</p> <p>_____ Title</p> <p>_____ Date</p> <p>Approved as to Form:</p> <p>_____ Name, City Attorney</p>	<p><u>For Sound Transit</u></p> <p>_____ Signature</p> <p>_____ Title</p> <p>_____ Date</p> <p>Approved as to Form:</p> <p>_____ Name, Sound Transit Legal Counsel</p>
--	---

**Task Order Attachment 1: Scope of Work.**

*Provide detailed information regarding City Services contemplated by each task order. Use "Not used" for items not included in the scope for consistency among task orders.*

**A. Project Administration.**

A.1. Coordination and Communication.

A.2. Management and Administration.

A.3. Agreements.

**B. Design Review.**

B.1. OTS Review.

B.2. Formal Submittals.

**C. Planning and Design Coordination.**

C.1. Station Access Improvements.

C.2. Transit Oriented Development (TOD).

C.3. Right-of-Way.

C.4. Joint Projects or External Project Coordination.

**D. Permits and Approvals.**

D.1. Establish Permit Process.

D.2. Permitting and Inspection Activities.

**E. Other Work.**

**Task Order Attachment 2: Estimated Schedule.**

<b>Task</b>	<b>Start Month</b>	<b>End Month</b>
A.1. Coordination and Communication		
A.2. Management and Administration		
A.3 Agreements		
B.1. OTS Review		
B.2. Formal Submittals		
C.1. Station Access		
C.2. Transit Oriented Design		
C.3. Right-of-Way		
C.4. Joint Projects or Partnerships		
D.1 Establish Permit Process		
D.2. Permitting and Inspection Activities		

**Task Order Attachment 3. Cost Estimate.**

Contract contingency will be used per Sound Transit discretion and in accordance with signature authority procedures.

*Insert table.*

**CITY SERVICES AGREEMENT  
 BETWEEN THE CITY OF DES MOINES AND SOUND TRANSIT  
 FOR CITY SERVICES AND COSTS RELATED TO FEDERAL WAY LINK EXTENSION  
 PROJECT REVIEW AND PERMITTING**

**Task Order 1: *Request for Proposals Preparation***

This Task Order is issued under the City Services Agreement between the City of Des Moines and Sound Transit for City Services and Fees Related to Federal Way Link Extension Project Review and Permitting dated \_\_\_\_\_, 2017. This Task Order establishes the scope, schedule, and budget for the services provided by the City (Services) for the Federal Way Link Extension Project/Request for Proposals (RFP) Preparation Phase. The City agrees to perform the Services in the manner set forth in this Task Order. The terms and conditions of the City Services Agreement are incorporated into this Task Order unless expressly modified below.

The effective date of this Task Order is \_\_\_\_\_, 20\_\_.

**Project Description.** Work during the RFP Preparation phase will support the advertisement of a RFP for a Design-Build Contractor to complete Final Design and Construct the FWLE Project. The RFP will contain detailed Project Requirements that the Design-Build Contractor must meet. City involvement is needed to provide input regarding codes, design and permitting prior to advertisement so that the Project Requirements describe a project that complies with City codes and requirements.

- The Scope of Work is included as Attachment 1 to this Task Order.
- The Schedule is included as Attachment 2 to this Task Order.
- The Cost Estimate is included as Attachment 3 to this Task Order.

The authorized representatives of the parties have agreed to the terms of this Task Order by signing below.

<p><u>For the City</u></p>  <hr/> <p>Signature</p> <p><u>Chief Operations Officer</u></p> <p>Title</p> <hr/> <p>Date</p> <p>Approved as to Form:</p> <hr/> <p>Tim George, City Attorney</p>	<p><u>For Sound Transit</u></p>  <hr/> <p>Signature</p> <hr/> <p>Title</p> <hr/> <p>Date</p> <p>Approved as to Form:</p> <hr/> <p>Name, Sound Transit Legal Counsel</p>
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## **Task Order 1 Attachment 1 – RFP Preparation: Scope of Work.**

### **A. Project Administration.**

**A.1. Coordination and Communication.** The key purpose of coordination and communication during this phase is to identify and resolve key issues that need to be addressed in the Design-Build RFP. Activities include participating in regularly scheduled (weekly or bi-weekly as needed) project coordination meetings with Sound Transit, stakeholder workshops, neighborhood meetings and City Council meetings, and preparing for and following up on key topics to advance resolution of issues for inclusion in the Project Requirements, Development Agreement and Transit Way Agreement. Also included, is identification of and discussion regarding projects or proposals (e.g., City, or public or private franchise utility or public works projects or private development projects) that present partnership opportunities or the potential to conflict with Sound Transit's Projects.

#### **Deliverables**

Attend Sound Transit project coordination meetings and workshops.

**A.2 Management and Administration.** The key purpose of this task is to provide accurate and timely project administration and production of quality work products. This task will be continuous throughout the duration of this phase and includes the work necessary to set up and staff the City's participation in meetings and design review, monthly or quarterly invoicing, monitoring and reporting progress, preparing for future Project phases, and providing overall project coordination.

#### **Deliverables**

Provide monthly or quarterly invoicing and progress reporting and on-going project management activities.

**A.3 Agreements.** The key purpose of this task is to provide for timely approval of task orders and other relevant agreements.

#### **Deliverables**

The City will work with Sound Transit to approve one or more letters of concurrence on key design and/or code issues and to develop a final draft of the Development and Transit Way Agreements.

### **B. Design Review.**

**B.1. Over the Shoulder (OTS) Review.** The key purpose of OTS review during this phase is to ensure that the Project design and Project Requirements are consistent with City codes and regulations. Close coordination, through the regularly scheduled meetings referenced in A.1 and additional meetings and workshops as needed, will be necessary to advance, review and communicate design developments with Project team members and to seek feedback or concurrence from the City.

**B.2. Formal Submittals.** The RFP Preparation Phase includes two formal submittals; the Draft RFP and Final RFP. As part of these submittals, city staff will review performance based and prescriptive Project Requirements and associated reference drawings, as well as Development Agreement and Transit Way Agreement language. City review of formal submittals is intended to ensure that Project design and Project Requirements are consistent with City codes and regulations. Sound Transit will notify the City two (2) to four (4) weeks in advance of providing design review packages to the City and the City will perform a review of the packages and return unified and coordinated comments from all relevant City departments within thirty (30) days.

**Deliverables**

- Submit consolidated and coordinated comments on the Draft RFP and Final RFP submittals.
- The City will work with Sound Transit to approve a letter of concurrence on the Project Requirements that are included in the Final RFP.
- The City staff will prepare development regulation change proposals for City Council consideration to ensure the Project Requirements align with the Project design and are consistent with the City's development regulations before the RFP is issued.

**C. Planning and Design Coordination.**

**C.1 Station Access Improvements.** The purpose of coordination between the City and Sound Transit during this phase is to support safe and convenient multi-modal access to the stations. This will be accomplished through close coordination to develop project requirements for station access improvements, such as kiss and ride, bus, pedestrian and bicycle facilities that meet City codes and regulations.

**Deliverables**

- The City will work with Sound Transit to develop project requirements for station access improvements.

**C.2 Transit Oriented Development (TOD).** The purpose of coordination between the City and Sound Transit during this phase is to identify and incorporate TOD principles into Project Requirements and/or the Development Agreement. City services will also support Sound Transit in evaluating TOD opportunities on Sound Transit owned properties that will no longer be needed after construction is complete, or opportunities for development around Sound Transit facilities.

**Deliverables**

- The City will work with Sound Transit to develop project requirements and/or language for the Development Agreement to incorporate TOD principles into the project.

**C.3 Right-of-Way.** The purpose of coordination between the City, and Sound Transit during this phase is to ensure that:

- C.3.1 Plans in the ROW are consistent with City codes and regulations.

C.3.2 The acquisition and management of acquired private property for the Project and vacation of City ROW, including the transfer of City ROW to the Project, are consistent with the City's management goals for the affected neighborhood, as captured in a property management letter of concurrence between Sound Transit and the City.

The City intends to provide Sound Transit with the necessary approvals to construct, operate and maintain the light rail system in the ROW, conveyed through a Transit Way Agreement between the City and Sound Transit.

Deliverables

- The City will work with Sound Transit to develop a final draft of the Transit Way Agreement.

C.4 Joint Projects or Partnerships. The purpose of coordination on joint projects or partnerships, is to support collaboration on related City projects that ST may be contributing to as mitigation or project enhancement, third party projects (private, WSDOT, City or franchise utility) that require ST-City collaboration, or additional project elements that need to be incorporated into the Sound Transit Project.

D. Permits and Approvals.

D.1. Establish Permit Process. A key activity during this project phase is to jointly develop and approve a permitting plan that supports the project schedule and provides the City with the information and time needed to provide approvals. City and ST staff will work together to establish mutually agreeable procedures and to streamline processes where possible. These processes and procedures will be documented in the Project Requirements and/or Development Agreement, as appropriate.

Deliverables

The City will work with Sound Transit to develop a mutually agreeable permitting plan and relevant project requirements and/or language for the Development Agreement.

D.2. Permitting and Inspection Activities. Not Used. Permitting and inspection activities will be undertaken in a subsequent project phase and addressed through a later task order.

E. Other Work. Not used.

**Task Order Attachment 2: Estimated Schedule.**

<b>Task</b>	<b>Estimated Start Month</b>	<b>Estimated End Month</b>
A.1. Coordination and Communication	January 2017	December 2017
A.2. Management and Administration	January 2017	December 2017
A.3 Agreements	January 2017	December 2017
B.1. OTS Review	January 2017	December 2017
B.2. Formal Submittals	June 2017	November 2017
C.1. Station Access	January 2017	December 2017
C.2. Transit Oriented Development	January 2017	December 2017
C.3. Right-of-Way	January 2017	December 2017
C.4. Joint Projects or Partnerships	TBD	TBD
D.1 Establish Permit Process	March 2017	December 2017
D.2. Permitting and Inspection Activities	NA	NA

**Task Order Attachment 3: Cost Estimate.**

Contract contingency will be used per Sound Transit discretion and in accordance with signature authority procedures.

Task		Hours	Labor Rate	O/H Rate	Total
<b>Task 1.0 (TO 1 Sections A, B.1, C, D)</b>	<b>Ongoing Review and Coordination</b>	<b>622</b>	<b>\$117.86</b>	Incl.	<b>\$73,335</b>
<b>Task 2.0 (TO 1 Section B.2)</b>	<b>Formal Submittal Review</b>	<b>778</b>	<b>\$117.86</b>	Incl.	<b>\$91,669</b>
Subtotal		1,400			\$165,004
Other Direct Costs (ODCs)					\$0
Contingency					\$16,496
<b>Total Estimated Cost</b>					<b>\$181,500</b>

# AGENDA ITEM

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

SUBJECT: South Sound Boating Season Opening  
Day

ATTACHMENTS:  
1. Proclamation

AGENDA OF: May 11, 2017

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: May 4, 2017

CLEARANCES:

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation:**

The purpose of this agenda item is to recognize the official opening of the 2017 South Sound Boating Season.

**Suggested Motion**

**MOTION:** “I move to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 13, 2017.

**Background:**

The Des Moines Yacht Club has hosted an opening ceremony for over 50 years. The Des Moines Yacht Clubs present and past Commodores, and visiting Commodores from other South Puget Sound Yacht Clubs, participate in this annual celebration.

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# City of Des Moines



CITY COUNCIL  
21630 11<sup>th</sup> AVENUE S, SUITE A  
DES MOINES, WASHINGTON 98198-6398  
(206) 878-4595 T.D.D: (206) 824-6024 FAX: (206) 870-6540



## Proclamation

**WHEREAS**, the City of Des Moines wishes to recognize the official opening celebration for the 2017 South Sound Boating Season, and

**WHEREAS**, the Des Moines Yacht Club annually hosts this event for the South Sound Opening of Boating Season which gathers the many South Puget Sound Yacht Clubs, along with the public from surrounding cities and neighborhood communities, to participate and enjoy the opening day ceremony, and

**WHEREAS**, the South Sound Opening Day of Boating celebration advocates for the safe enjoyment of boating and promotes the Des Moines waterfront amenities serving the boating community, now therefore

**THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS** May 13, 2017 as this year's

### ***SOUTH SOUND OPENING DAY OF BOATING SEASON***

**SIGNED** this 11<sup>th</sup> day of May, 2017

---

Matt Pina, Mayor

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# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT:  
Highline View Estates Modified Subdivision  
Final Plat

ATTACHMENTS:

1. Draft Resolution No. 17-037
2. Orthophoto Site Plan
3. Resolution 1082 (Preliminary Plat)
4. Ordinance 1432 (ROW Vacation)
5. Resolution 1272 (Extension)
6. Final Plat Document

FOR AGENDA OF: May 11, 2017

DEPT. OF ORIGIN: Planning, Building and  
Public Works

DATE SUBMITTED: May 4, 2017

CLEARANCES:

- Community Development DEL
- Marina \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works ERC

CHIEF OPERATIONS OFFICER: DJS

- Legal AB
- Finance \_\_\_\_\_
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this agenda item is to facilitate the City Council consideration of Draft Resolution 17-037 (Attachment 1) approving the final plat for the modified subdivision entitled "Highline View Estates." Staff recommends that the Council approve the proposed final plat by passing the following motion which will appear on the consent calendar:

**Suggested Motions:**

**Motion 1:** "I move to adopt Draft Resolution No. 17-037 approving the final plat entitled "Highline View Estates", City File No. LUA2015-0034."

### **Background**

In January 2007, the Applicant (Lakeridge Development, Inc.) submitted the requisite application materials for a preliminary plat utilizing the provisions of a modified subdivision codified in chapter 17.15 Des Moines Municipal Code (DMMC). The application specifically requested to divide 4.13 acres of undeveloped land into 21 lots for single-family residential use. The site consists of one tax parcel abutting South 240<sup>th</sup> Street and 21<sup>st</sup> Avenue South, near Highline College (Attachment 2). The City Council passed Resolution 1082 (Attachment 3) approving the preliminary modified subdivision and associated Ordinance 1432 (Attachment 4) vacating portions of adjacent rights-of-way on July 3, 2008.

Construction of the required infrastructure is now substantially complete, and the site is served by roads, drainage, utility systems and other improvements required for the future residential use of the site.

### **Discussion**

City Council review of applications for final plat approval is required pursuant to DMMC 17.10.240. Should Council approve the proposed final plat, it will allow the final plat entitled 'Highline View Estates' to be recorded with the King County Recorder's Office and will enable the applicant to file for building permits on the lots within the subdivision.

A one year extension until July 3, 2016 to submit the final plat documents was approved by Resolution 1272 (Attachment 5). Lakeridge Development, LLC filed their Final Plat application on June 21, 2016. They requested an extension of the 30 day review timeline for final plats in order to complete the construction of improvements. Staff concluded that the final plat (Attachment 6) sufficiently demonstrated that the subdivision meets the approval criteria established by DMMC 17.10.240. A topic-by-topic evaluation of the final plat's compliance with the criteria is provided below:

#### (1) PRELIMINARY PLAT CONSISTENCY

DMMC 17.10.240 (1)(a) requires that the final plat be consistent with the approved preliminary subdivision. Based on a review of the preliminary plat design and multiple site visits, staff has concluded that the final plat is consistent with the preliminary plat design approved by the City Council. Additionally, the applicant has complied with the conditions of approval established by Resolution 1082 dated July 3, 2008 (Attachment 3) except for the following items:

- a. Construction of the private park/recreation Tract "D" - installation of the playground equipment and landscaping. The applicant has posted a bond for the completion of the park/recreation tract by September 1, 2017.
- b. Final landscaping for South 240<sup>th</sup> Street right-of-way and Tract "B" – public storm drainage facility and utility tract. The applicant has posted a bond for the completion of these items by September 1, 2017.

- c. The Applicant has submitted a Declaration of Covenants, Conditions and Restrictions for review. The document will be recorded concurrently with final plat.
- d. A park in lieu fee will be paid prior to the recording of the final plat pursuant to condition (6) of Resolution 1082.

## (2) SUBDIVISION DESIGN AND LAYOUT

DMMC 17.10.240(1)(b) requires the final plat to be consistent with the design and layout requirements of chapter 17.35 DMMC and the provisions established by Chapter 58.17 RCW. The Findings of Fact attached as Exhibit 1 to Resolutions 1082 found that the proposed preliminary modified subdivision was consistent with chapter 17.35 DMMC and chapter 58.17 RCW. Therefore, the final plat is consistent with this requirement since it is consistent with the approved preliminary plat.

## (3) PUBLIC INFRASTRUCTURE

DMMC 17.10.240(1)(c) requires that all infrastructure improvements be installed or the posting of financial securities to cover the cost of installation of the outstanding improvements. All required infrastructure improvements have either been installed by the applicant or will be bonded prior to recording final plat. The new roadways have been constructed along with related curb, gutter, sidewalk and street light improvements.

## (4) PERFORMANCE AND MAINTENANCE BONDING

RCW 58.17.130 requires that local regulations provide that in lieu of the completion of the actual construction of any required improvements prior to the approval of a final plat the applicant can post securities for the outstanding improvements ensuring completion after recordation of the final plat. The City provides for this in DMMC 17.40.140, but requires that the work be completed within one year of a recordation of the final plat documents. The City Manager can grant a one year extension if the work is not completed within a year of recordation of the final plat.

The applicant currently has a performance bond for site restoration work pertaining to the approved road and drainage plans. A plat maintenance bond and a landscape maintenance bond will be retained for a one year maintenance period beginning at the acceptance of the improvements.

### **Alternatives**

The City Council has two other alternatives in addition to the recommended action:

1. The City Council may approve the final plat with additional conditions; however, any changes must be supported by additions to the findings of fact. The changes, if any must be supported by the public record.

2. The City Council may deny the final plat; however, new findings of fact would have to be prepared to support this decision. The reason for denying the final plat approval would have to be supported by the public record.

### **Financial Impact**

No immediate and direct financial impacts are anticipated. Approval of the subdivision and subsequent development does have a long term positive impact on overall assessed valuation of property and corresponding taxes collected as well as collection of traffic impact fees, but these revenues are largely offset by mitigation of project impacts or expenditures for future City services related to residential use of the property.

### **Recommendation/Conclusion**

Staff has reviewed the proposed final plat (Attachment 6) and determined that the subdivision is consistent with the cited local and state statutes. Therefore, staff recommends approval of the Final Plat entitled "Highline View Estates."

### **Concurrence**

The Planning, Building and Public Works and Legal Departments concur. South King Fire and Rescue has also reviewed the materials and recommends approval of the final plat entitled "Highline View Estates."

**PLANNING, BUILDING, AND PUBLIC WORK'S FIRST DRAFT, 05/11/2017****DRAFT RESOLUTION NO. 17-037**

**A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON** approving the Final Plat entitled "Highline View Estates" as shown and described in City Administration file number LUA07-004 and LUA2015-0034.

**WHEREAS**, the City has received an application for the Final Plat for the modified subdivision entitled "Highline View Estates," from Lakeridge Development Inc., the owner of the real property described in said application; and

**WHEREAS**, pursuant to the State Environmental Policy Act, Chapter 43.21C RCW, the Administrative Guideline and local ordinance adopted to implement it, the SEPA Official reviewed all relevant environmental documents and determined that the proposed subdivision would not result in probable significant adverse environmental impacts, and based on information within those environmental documents, a Determination of Non-significance was issued; and

**WHEREAS**, the City Council, in regular meeting on July 3, 2008, reviewed the preliminary modified subdivision entitled "Highline View Estates;" and

**WHEREAS**, the City Council passed Resolution Number 1082 at its regular meeting on July 3, 2008 approving the preliminary modified subdivision entitled "Highline View Estates;" and

**WHEREAS**, the City Council passed Resolution Number 1272 at its regular meeting on July 24, 2014 granting an extension to submit the final plat documents for the preliminary modified subdivision entitled "Highline View Estates;" and

**WHEREAS**, the applicant has complied with or posted securities to ensure compliance with all conditions established by Resolution 1082; and

**WHEREAS**, the City Council, in regular meeting on May 11, 2017, reviewed the proposed Final Plat entitled "Highline View Estates;" now, therefore

Resolution No. 17-037  
Page 2 of 3

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

**Sec. 1.** The following findings of fact are adopted by the Des Moines City Council:

(1) The Final Plat is consistent with the preliminary subdivision approved by the City Council on July 3, 2008, under Resolution No. 1082, and

(2) All required improvements are installed or securities to cover the cost of installation are submitted in accordance with DMMC 17.40.090, and

(3) The Final Plat is consistent with the provisions of Title 17 DMMC, and Chapter 58.17 RCW.

**Sec. 2. Decision criteria.** The criteria used in making the decision are those required by chapter 17.10 DMMC and chapter 17.15 DMMC.

**Sec. 3. Approval subject to conditions.** The modified subdivision and the Final Plat entitled "Highline View Estates" is hereby approved by the Des Moines City Council subject to the following conditions:

(1) Construction of the private park/recreation Tract "D" - installation of the playground equipment and landscaping. The applicant has posted a bond for the completion of the park/recreation tract by September 1, 2017, and

(2) Final landscaping for South 240<sup>th</sup> Street right-of-way and Tract "B" - public storm drainage facility and utility tract. The applicant has posted a bond for the completion of these items by September 1, 2017, and

(3) The applicant has submitted a Declaration of Covenants, Conditions and Restrictions. The document will be recorded concurrently with the final plat, and

(4) The park in lieu fee will be paid prior to the recording of the final plat pursuant to condition (6) of Resolution No. 1082.

**Sec. 4. Compliance with other law.** Nothing in this Resolution shall be construed as excusing the applicant from compliance with all federal, state, or local statutes,

Resolution No. 17-037  
Page 3 of 3

ordinances, or regulations applicable to this subdivision other than as expressly set forth herein.

**Sec. 5. Resolution attached to approval documents.** A certified copy of this Resolution, along with the findings of fact herein adopted, shall be attached to and become a part of the evidence of said subdivision and Final Plat and shall be delivered to the applicant.

**Sec. 6. Distribution of resolution following City Council action.** Certified or conformed copies of this Resolution shall be delivered to the following:

- (1) City of Des Moines Planning Building and Public Works Department and Building Division;
- (2) South King Fire and Rescue; and
- (3) City Clerk of the City of Des Moines.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2017 and signed in authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

APPROVED AS TO FORM:

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

ATTEST:

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

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S 240TH ST

S 240TH PL

S 241ST ST

21ST AVE S

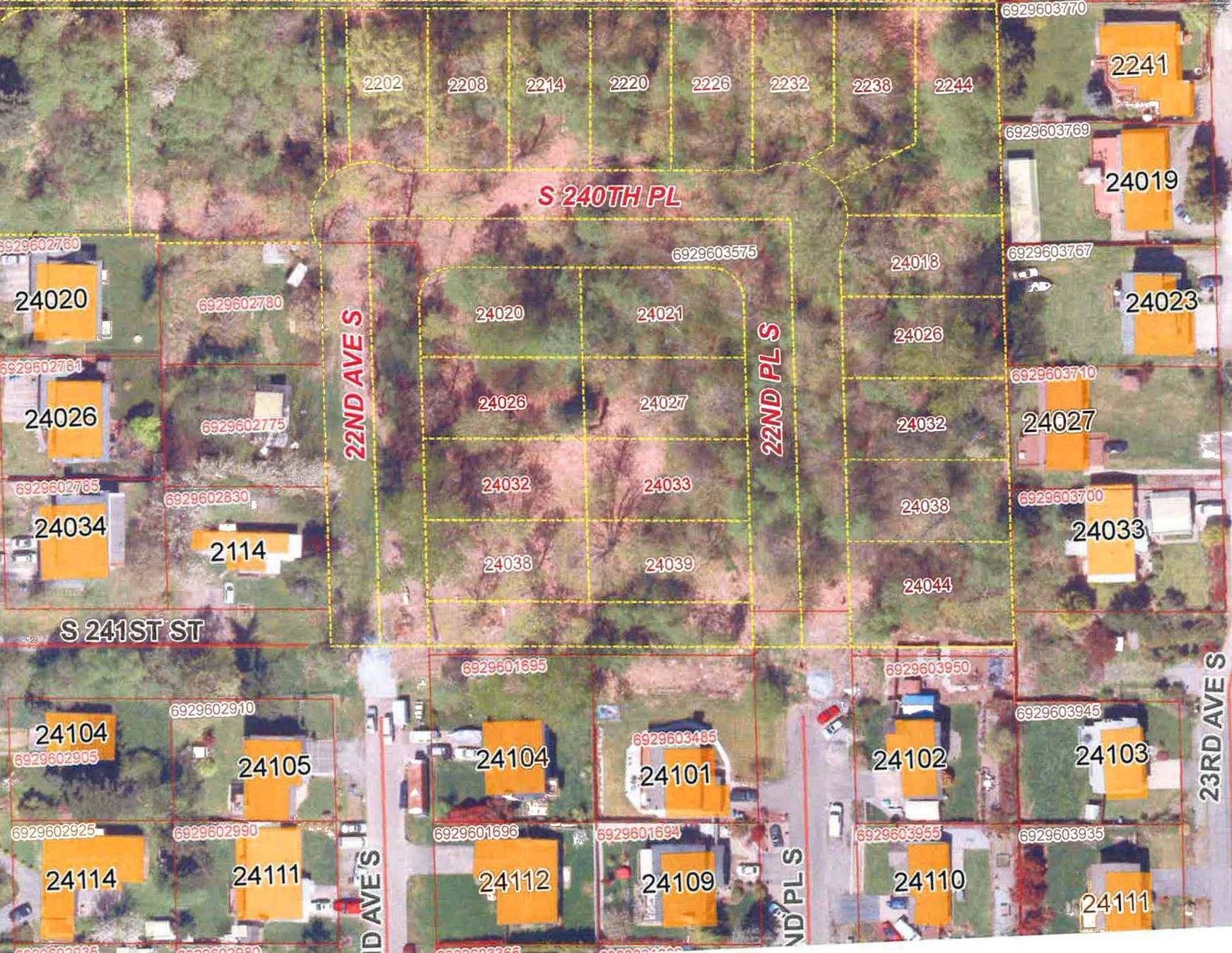
22ND AVE S

22ND PLS

23RD AVE S

24TH AVE S

24TH PLS



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## RESOLUTION NO. 1082

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON approving the preliminary modified subdivision entitled Highline View Estates, (hereinafter, the subdivision) subject to conditions specified herein.

WHEREAS, Lakeridge Development LLC. (hereinafter, the applicant) filed an application on January 12, 2007 for a preliminary modified subdivision, and

WHEREAS, Development Services determined that the application met the procedural submittal requirements on February 2, 2007 and subsequently issued a notice of complete application, and

WHEREAS, the subdivision is located on property within the RS-7200: Residential Single Family 7,200 zone, and

WHEREAS, the subdivision provides opportunities for unique and innovative development designs not able to be accomplished under standard subdivision requirements, and

WHEREAS, an environmental checklist for the subdivision was submitted to the City of Des Moines and was reviewed by the SEPA responsible official for the City of Des Moines, and

WHEREAS, the SEPA official determined that adverse environmental impacts could occur and subsequently issued a Determination of Non-Significance for the subdivision, and

WHEREAS, the environmental documents have been available for review with the subdivision application during the review process, and

WHEREAS, the Des Moines Planning Agency reviewed the subdivision at its regular meeting on April 7, 2008, and

WHEREAS, the Des Moines Planning Agency, after review of the subdivision at a public meeting and consideration of the recommendations by administration, recommended approval of the application subject to specific conditions, and

WHEREAS, the City Council, in a public hearing on June 12, 2008 and July 3, 2008 considered the subdivision, the environmental documents, recommendations from the Planning Agency, and recommendations from administration; now therefore,

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

**Sec. 1. Findings of fact.** The findings of fact set forth in Exhibit 1, attached hereto and incorporated by this reference, are adopted in full by the City Council in support of its decision to approve the subdivision subject to specific conditions.

**Sec. 2. Decision criteria.** The criteria used in making the decision are those required by DMMC § 17.20.030. The City Council finds that the subdivision is in compliance with the required criteria, as set forth in the findings of fact in Exhibit 1, adopted above.

**Sec 3. Approved deviations.** Consistent with the provisions of DMMC 17.20.030 and DMMC 18.86.090 the following deviations to the proposed preliminary modified subdivision are approved:

Resolution No. 1082  
Page 2 of 4

**Subdivision Layout and Design Deviations (Chapter 17.36 DMMC)**

(1) Lot 8 does not meet the lot depth to width ratio established by DMMC 17.36.020.

(2) Corner lots are not 5' wider than the underlying zoning requirements established by DMMC 17.36.020.

**Zoning Code Deviations (Chapter 18.08 DMMC)**

(1) Minimum lot area is proposed to be less than 7,200 square feet. The average lot size within the modified subdivision shall be 5,201 square feet.

(2) Minimum lot width is proposed to be reduced from sixty (60) feet to a minimum of fifty (50) feet for all lots.

**Sec. 4. Approval subject to conditions.** The subdivision is approved subject to the following conditions and modifications:

(1) The homes constructed in the subdivision shall comply with the design standards included as Exhibit 2

(2) The applicant shall submit a complete landscaping plan for all yard areas within the subdivision.

(3) In order to mitigate for the loss of significant trees, the applicant shall plant one (1) tree for every "significant tree" as defined by DMMC 17.08.310. The trees planted as part of the wetland mitigation shall not count towards the tree mitigation requirements.

(4) That bus stop immediately in front of the project site along South 240<sup>th</sup> Street shall be upgraded to accommodate additional use and to meet ADA accessibility standards; therefore, the applicant shall provide a shelter footing and a bus "landing pad" at that site, designed to Metro specifications. This will allow Metro to install a bus shelter and will bring the bus stop up to ADA standards.

(5) Lots 1 - 8 shall not have direct access via South 240<sup>th</sup> Street.

(6) The applicant shall pay the required park in lieu fee in an amount to be determined at the time of the applicant files for final plat approval. The fee shall be equal to 5% of the market value of all lots within the subdivision and the current maximum improvement cost per square foot multiplied by 5% of the area utilized as lots. The fee shall be paid prior to recording of the final plat.

(7) The applicant shall deed ownership of the surface water detention tract, pedestrian access tract, and the environmentally sensitive area tract to the City of Des Moines prior to the final plat documents being recorded with King County. Recordation of the deeds shall be accomplished after recordation of the final plat.

(8) The street vacation of South 241<sup>st</sup> Street is a critical component of the modified subdivision and must be

Resolution No. 1082  
Page 3 of 4

approved prior to the subdivision in order for this street layout to work.

(9) Traffic Impact Fees are required for this proposed development to mitigate citywide transportation related impacts. Traffic Impact Fees are based on the number of new PM peak hour trips generated by the development as outlined in Section 12.56 of the Des Moines Municipal Code (DMMC). This proposed development will generate approximately 21 new PM peak hour trips. Traffic fees increase in March of each year in accordance with the Engineering News Record Construction Cost Index. Traffic Impact Fees shall be collected at the time of that the individual building permit application for each lot is issued to the applicant.

(10) The development is required to and shall make frontage improvements per the DMMC. These frontage improvements are required along South 240<sup>th</sup> Street and 21<sup>st</sup> Avenue South.

(11) A five foot right-of-way dedication and a new 10 foot utility easement along the frontage of South 240<sup>th</sup> Street shall be provided to the City and are necessary to construct the appropriate cross section.

(12) If the landscape strip is incorporated into the final design (as indicated), provisions for a private maintenance agreement from the home owners association shall be required.

(13) The design of the internal roadways for the proposed subdivision shall be designed and constructed consistent with the Des Moines Street Development Standards, the American Association of State Highway and Transportation Officials (AASHTO), and the Manual on Uniform Traffic Control Devices (MUTCD). The internal public roadways shall have a 25 mile per hour design speed.

**Sec. 5. Approved Preliminary Modified Subdivision Plat Map.** The Preliminary Modified Subdivision in Exhibit 3, attached hereto and incorporated by this reference, is adopted in full by the City Council.

**Sec. 6. Compliance with other law.** Nothing in this resolution shall be construed as excusing the applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this subdivision other than as expressly set forth herein.

**Sec. 7. Resolution attached to approval documents.** A certified copy of this resolution, along with the herein referenced findings of fact and preliminary plat, shall be attached to and become a part of the evidence of the approval of said preliminary Planned Unit Development subdivision to be delivered to the applicant.

**Sec. 8. Distribution of resolution following council action.** Certified or conformed copies of this resolution shall be delivered to the following:

- (1) City of Des Moines Planning, Building and Public Works Department;
- (2) South King Fire and Rescue; and
- (3) City Clerk of the City of Des Moines.

Resolution No. 1082  
Page 4 of 4

**Sec 9. Distribution of resolution by planning official.**  
Within five days following adoption of this resolution, the planning official shall distribute the resolution to the applicant, and to each person who submitted timely written or oral testimony to the City Council for inclusion in the record.

**Sec. 10. Reconsideration.** A request to reconsider this decision of the City Council may be made by the applicant, or by any person who submitted timely written or oral testimony to the City Council for inclusion in the record. The request for reconsideration, in the form of a letter, shall be delivered to the Planning, Building, and Public Works department within 10 days following the date of adoption of this resolution. The request shall contain a clear reference to the preliminary subdivision to be reconsidered and a statement of the specific factual findings or conclusions of the City Council disputed by the person filing the request for reconsideration. The City Council shall reconsider a decision if the council finds that an error of fact, law, or procedure that is more likely than not to affect the outcome of the decision has been made; or if the person requesting reconsideration is seeking to enter previously unavailable information that is more likely than not to affect the outcome of the decision. The request for reconsideration shall be processed in conformance with City Council rules of procedure, chapter 4.12 DMMC.

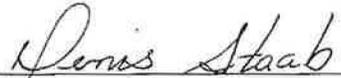
ADOPTED BY the City Council of the City of Des Moines, Washington this 3rd day of July, 2008 and signed in authentication thereof this 3rd day of July, 2008.

  
MAYOR

APPROVED AS TO FORM:

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

ATTEST:

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

## FINDINGS OF FACT

### RESOLUTION NO. 1082, EXHIBIT 1

May 27, 2008

The Des Moines City Council, upon review of an application requesting approval of a preliminary modified subdivision allowing for the subdivision of 21 single residential lots and in consideration of information communicated during a public hearing hereby finds:

(A) Modified Subdivision

1. Except where otherwise stated herein, the proposed plat is consistent with the applicable provisions of the comprehensive plan, zoning code, and other City polices and regulations.
  - a. The developer has submitted the requisite permit applications for a preliminary plat utilizing the provisions of a modified subdivision codified in Chapter 17.20 of the Des Moines Municipal Code.
  - b. The application specifically requests to divide 4.13 acres of underdeveloped land into 21 lots for residential use.
  - c. The zoning for the property is RS-7200: Residential Single Family 7,200
  - d. The Preferred Land Use Map for the Des Moines Comprehensive Plan indicates the subject property as preferred for single family developments.
  - e. The subdivisions containing tracts for wetlands and required buffers; therefore, the number of lots within the subdivision shall be determined under the provisions for limited density transfer for environmentally sensitive areas codified in DMMC 18.86.090.
  - f. The limited density transfer calculation of potential dwelling units in residential development proposals is determined by the ratio of developable area to undevelopable critical area of the development site.
  - g. The limited density formula is designed to provide compensation for the preservation of critical areas, flexibility in design, and consistent treatment of different types of development proposals.
  - h. The number of lots within the subdivision is consistent with the limited density transfer calculations as demonstrated below:

$$\left[ \frac{\text{Developable Area}}{\text{Minimum Lot Area/DU}} \right] + \left[ \frac{\text{Undevelopable Area}}{\text{Minimum Lot Area/DU}} \right] \times \text{Development Factor} = \text{Maximum Number of Dwelling Units.}$$

$[168,322 / 7,200] + [(11,581 / 7,200) * 0.30]$   
= Maximum Dwelling Units.

$23.38 + [1.61 * 0.30]$  = Maximum Dwelling  
Units

$23.38 + 0.483$  = Maximum Dwelling Units

23.863 = Maximum Dwelling Units

23 = Maximum Dwelling Units

- i. The Des Moines Planning, Building, and Public Works Department issued a written notice of complete application on February 2, 2007 providing official notice that the application met the procedural submittal requirements established by the City.
  - j. A DNS was issued in accordance with WAC 197-11-350 and DMMC 16.04.110 on March 10, 2008.
  - k. A public comment period for the DNS was provided from March 10, 2008 to March 15, 2008 for the SEPA determination.
  - l. The Des Moines Planning Agency met on April 7, 2008 to review the subdivision. The Planning Agency recommended that the Council approve the preliminary modified subdivision. The Planning Agency voted 6-0 in support of this recommendation.
  - m. The Des Moines Planning, Building, and Public Works Department provided a notice of public hearing on May 28, 2008 and provided an additional public comment period from September May 28, 2008 to June 12, 2008.
  - n. At the June 12, 2008 and July 3, 2008 public hearing, an opportunity to receive public comment was afforded to that applicant and interested citizens regarding the proposed modified subdivision.
2. There are adequate provisions for drainage ways, rights-of-way, sidewalks, easements, water supplies, sanitary waste, fire protection, power service, parks, playgrounds and schools. These provisions include:
- a. The City has reviewed Traffic Analysis prepared by Traffic Consultants, dated December 2, 2004.
  - b. The subdivision is served by the development of 3 new public rights-of-way, consistent with City requirements.
  - c. The road layout provides for the extension of South 22<sup>nd</sup> Place and South 22<sup>nd</sup> Avenue
  - d. Deviations to the street standards are authorized by DMMC 17.20.030 and DMMC 17.36.010.

Resolution No. 1082  
Page 3 of 6

- e. The City has reviewed a Technical Information Report prepared by Barghausen Consulting Engineers dated August 2007.
  - f. The proposed surface water detention pond is consistent with the 2005 King County Surface Water Design Manual.
  - g. All electrical and communication systems shall be installed underground by the applicant. Existing above-ground electrical and communication systems located in all rights-of-way adjoining the proposed subdivision and extending from the subdivision to the nearest utility pole also shall be undergrounded.
  - h. New fire hydrants within the subdivision will be installed by the applicant. Installation of the new fire hydrant will be done concurrently with the installation of the required right-of-way improvements.
  - i. All sewer, water, or surface water utilities will be within the ROW or contained within the appropriate easement.
  - j. The applicant is required to make a payment in lieu of park dedication. The total in-lieu fee for the proposed subdivision would be calculated based on an appraisal submit at the time that applicant applies for approval of the final plat
3. The proposed plat design will serve the public use and interest and is consistent with the public health, safety, and welfare.
- a. The proposed preliminary modified subdivision provides for coordinated development with adjoining properties or future development of adjoining properties including by providing additional pedestrian connections to South 240<sup>th</sup> Street.
4. Additional amenities are provided in the modified subdivisions that are not normally found in a standard subdivision. These amenities include:
- a. The subdivision has additional pedestrian amenities that are not normally found in a standard subdivision.
  - b. Additional design requirements will ensure superior and properly scaled housing within the proposed subdivision.
  - c. The visual impact of the automobile has been de-emphasized by requiring that street-facing garages are located back behind front porches.
  - d. Development of a private park and passive recreation areas in addition to the park in-lieu fee to provide additional recreational opportunities.

Resolution No. 1082  
Page 4 of 6

- e. The applicant will develop a full landscaping plan for the lots, open spaces, and ROWs to enhance the pedestrian quality of the PUD and provide for continuity of design for the entire project.
- f. Development of a trail that would connect Road A to the South 240<sup>th</sup> Street.

(C) WETLAND "A"

- 1. The City has reviewed a wetland delineation report prepared by Barghausen Consulting Engineers dated January 9, 2007 and an addendum prepared by Grette Associates, LLC dated November 2, 2007
- 2. The above wetlands contain a total of 1,180 square feet is considered depressional, palustrine, forested, wetland located in the northwest portion of the property. Vegetation within the wetland is dominated by an overstory of red alder and sitka willow with an understory of salmonberry and reed canary grass.
- 3. Wetlands A is considered "Important" wetlands since the wetlands were delineated as Category III wetlands using the Washington State Wetland Rating System for Western Washington Revised (Ecology Publication #04-06-025).
- 4. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
- 5. Wetland F is located wholly within an existing 20 foot wide right-of-way dedicated as part of Short Plat LUA01-026 (Lourie) and recorded under King County recording number 20021119900007.
- 6. Wetlands A and C are adjacent to the existing City right-of-way and must be filled to provide the required additional 32 feet of right-of-way.
- 7. Fill the wetland pursuant to DMMC § 18.86.098 which authorizes public drainage facilities in wetland and the corresponding buffers; provided, that the facility is consistent with all of the requirements of the King County Surface Water Design Manual.

(D) WETLAND "B"

- 1. The City has reviewed a wetland delineation report prepared by Barghausen Consulting Engineers dated January 9, 2007 and an addendum prepared by Grette Associates, LLC dated November 2, 2007
- 2. Wetland B is a 623 square feet depressional, palustrine, emergent wetland. Vegetation within Wetland B is dominated by reed canary grass.
- 3. Wetland B is considered an "Important" wetland since the wetland was delineated as a Category III wetland

using the Washington State Wetland Rating System for Western Washington Revised (Ecology Publication #04-06-025).

4. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
5. Given the size of the wetland (less than a 1,000 square feet), the wetland has insignificant habitat or functional value.
6. Past development activity has altered the hydrology of the wetland. Additionally, the majority of the buffer on the north side of the wetland will be removed as a result of the new road alignment discussed above.

(E) WETLAND "C & D"

1. The City has reviewed a wetland delineation report prepared by Barghausen Consulting Engineers dated January 9, 2007 and an addendum prepared by Grette Associates, LLC dated November 2, 2007
2. The above wetlands contain a total of 709 square feet and are considered depressional, palustrine, scrub-shrub, emergent wetland. Vegetation within the wetlands is represented by pioneer shrubs typical of disturbed sites consisting mainly of salmonberry and slough sledge.
3. Wetlands C & D are considered an "Important" wetland since the wetland was delineated as a Category III wetland using the Washington State Wetland Rating System for Western Washington Revised (Ecology Publication #04-06-025).
4. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
5. The wetlands have been degraded by previous development and other human activity.
6. Wetland C is located wholly within the proposed 60 foot wide right-of-way dedicated to extend 22<sup>nd</sup> Place South.
7. Wetlands D is also adjacent to the existing proposed right-of-way and the northern portion of the buffer must be filled in order to provide necessary to improve street circulation and appropriate fire access.
8. The fill of the buffer wetlands is the only practical alternative given the alignment of the existing and proposed right-of-way and necessity of providing sufficient right-of-way width to connect 22<sup>nd</sup> Place South and 22<sup>nd</sup> Avenue South.
9. Roadways in critical areas and their buffers is authorized when there are not practicable or reasonable alternatives pursuant to DMMC § 18.86.101.

Resolution No. 1082  
Page 6 of 6

10. Since the wetland provides very little quality value for habitat and plant diversity and will be further disturbed by the utility and roadway construction, filling the wetland and providing replacement wetland area will provide significantly more habitat and functional value than retaining the remnants of the hydrologically altered wetland

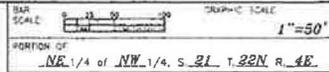
**EXHIBIT 2**  
**Resolution No. 1082**

**HOME DESIGN CRITERIA**

1. No more than 3 lots on the same side of a street can have the same front yard setback. The minimum setback is 20 feet and the variation shall be no less than 18 inches and no more than 36 inches.
2. All front loaded garages shall be offset a minimum of 5 feet from the front of the front of the porch and a minimum of 3 feet from the front of the building façade.
3. No more than two of the same model and elevation shall be built on the same side of the street nor shall the same model and elevation be built on adjacent lots. (Models are defined as having significant variations in floor plans, which allows for variety in the massing of the home).
4. When the same model and elevation is located on the same block, the developer shall differentiate the same model through the use of at least two building materials and color schemes.
5. Residential building facade modulation shall include all the following:
  - a. The maximum wall length without modulation shall be 25 feet.
  - b. The sum of the modulation depth and width shall be no less than eight feet. Neither the modulation depth nor the modulation width shall be less than two feet.
  - c. All building elevation shall have at least one 24 inch vertical articulation or change in plane. The articulation may involve the use of a covered porch, a dormer, a well-defined entry element, or similar type of protrusion or recess in the building wall as determined by the City's planning division.
6. Residential buildings with rooflines exceeding 60 feet in length shall provide roofline variation in accordance with all of the following:
  - a. The maximum roof length without variation shall be 30 feet.
  - b. The minimum horizontal or vertical offset shall be two feet.
  - c. The minimum variation length shall be eight feet.
  - d. Roofline variation shall be achieved using one or more of the following methods:
    - i. Vertical offset in ridge line.
    - ii. Horizontal offset in ridge line.
    - iii. Variations in roof pitch.
    - iv. Gables.
7. Residential structures on interior lots will have windows that do not directly face the windows on the residential structure located on the adjacent lot.
8. All buildings will have a covered porch or a similar main entry point oriented toward the public realm.
9. All porches and stoops must have a permanent walkway which connects to the back of the public sidewalk.



COVER SHEET FOR HIGHLINE VIEW ESTATES PRELIMINARY PLAT DES MOINES, WASHINGTON



DEVIATIONS:

SEWERAGE SYSTEM AND WATER SUPPLY SYSTEM

- (1) LOT 1 WILL NOT MEET THE LOT WIDTH AS SHOWN
(2) CORNER LOT 1 WILL NOT MEET THE 50 FOOT WIDTH REQUIREMENT AS SHOWN.

SEWER SYSTEM

- (1) WASTEWATER SYSTEM SHALL BE 15" DIA. 3000 SQUARE FEET THE WASTEWATER SYSTEM SHALL BE 15" DIA. 3000 SQUARE FEET
(2) THE WASTEWATER SYSTEM SHALL BE 15" DIA. 3000 SQUARE FEET AS SHOWN ON THE PLAT.

LEGAL DESCRIPTION

WARRANTY DEED THROUGH A MAP 23 THROUGH THE CITY OF DES MOINES... THE CITY OF DES MOINES HAS REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE CITY OF DES MOINES SUBDIVISION PLAT ACT...

LOT AREA TABLE

Table with 3 columns: LOT #, AREA (S.F.), AREA (AC). Rows 1-11.

TRACT AREA TABLE

Table with 3 columns: TRACT #, AREA (S.F.), AREA (AC). Rows A, B, C.

'MODIFIED' SUBDIVISION DENSITY CALCULATIONS

Table with 2 columns: CATEGORY, VALUE. Rows include DENSITY, AREA, PERCENT OF LOT AVAILABLE, etc.

NOTES

- 1. SEE PLAT FOR NOTES.
2. [LOT AREA] = 1.14 AC. +/- 0.01 AC.
3. [LOT AREA] = 0.18 AC. +/- 0.01 AC.
4. [LOT AREA] = 4.11 AC. +/- 0.01 AC.
5. [LOT AREA] = 17,822 S.F.
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100. [LOT AREA] = 17,822 S.F.

UTILITIES/SERVICES

- WATER:
MAGNUS WATER GET
2382 30TH AVE S
P.O. BOX 1847
DES MOINES, IA 50317
(515) 281-2115
SEWER:
MAGNUS SEWER GET
2382 30TH AVE S
P.O. BOX 1847
DES MOINES, IA 50317
(515) 281-2115
POWER/GAS:
PACIFIC POWER ENERGY
101 13TH AVE NE
DES MOINES, IA 50317
(515) 281-4321
TELEPHONE:
SPECTRUM COMMUNICATIONS
430 11TH AVE NE
DES MOINES, IA 50317
(515) 281-7210
CABLE:
COMCAST CABLE SERVICES
400 ALBANY WAY NORTH
PO BOX 1200
ALBUQUERQUE, NM 87102
(505) 253-0111

STREET TABLE

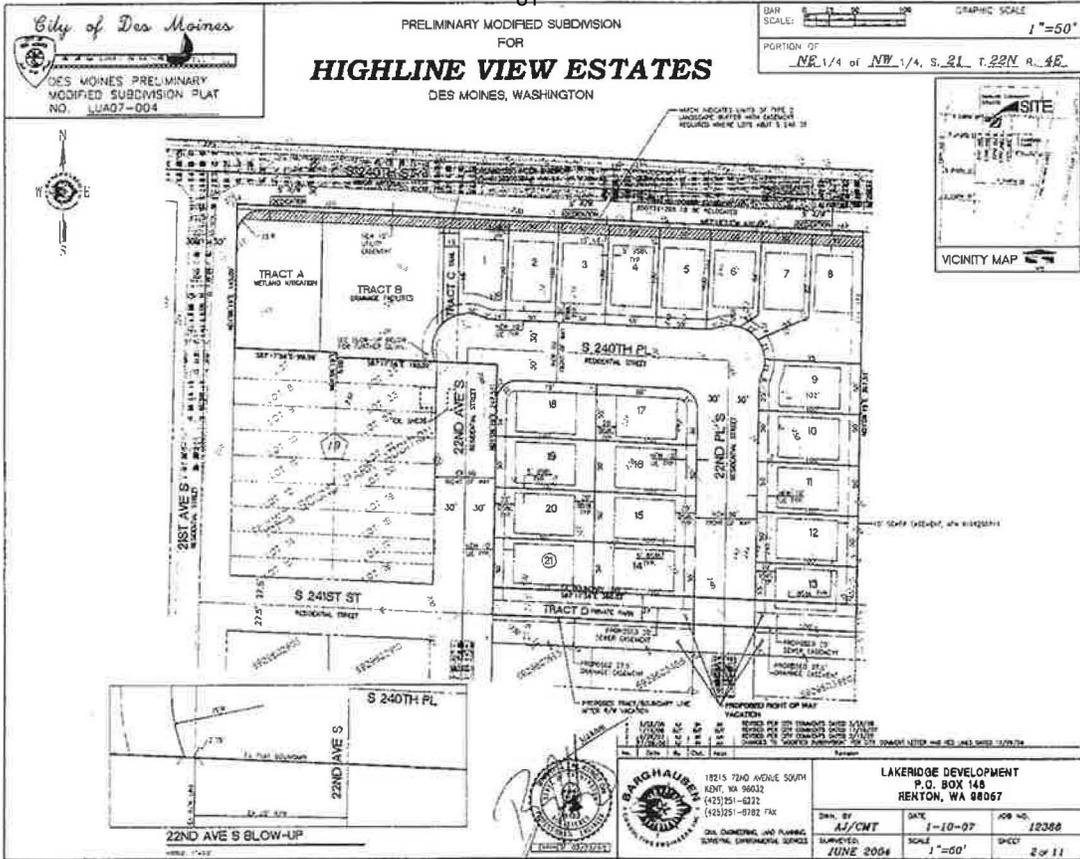
Table with 2 columns: STREET NAME, STREET TYPE. Rows include 21ST AVENUE SOUTH, 22ND AVENUE SOUTH, etc.

Professional seals and stamps for the engineer and surveyor, including the name 'BANGHALL' and 'DES MOINES, IOWA'.

INDEX

- 1 OF 11 COVER SHEET
2 OF 11 PRELIMINARY MODIFIED SUBDIVISION PLAT
3 OF 11 LOT RECONSTRUCTION SHEET
4 OF 11 PRELIMINARY STREET, TRAIL AND LANDSCAPE PLAN
5 OF 11 EXISTING TREE AND WETLAND IMPROVEMENT PLAN
6 OF 11 ROAD SECTION
7 OF 11 PRELIMINARY ROAD, CANAL, AND DRAINAGE PLAN
8 OF 11 PRELIMINARY STORM FACILITIES AND CREEK WETLAND CANAL PLAN
9 OF 11 PRELIMINARY ROAD PROFILE
10 OF 11 PRELIMINARY SEWER PLAN
11 OF 11 PRELIMINARY WATER PLAN

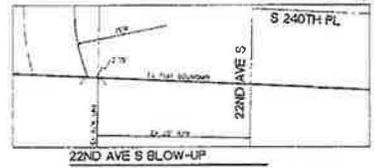
Project information: LAKERIDGE DEVELOPMENT, P.O. BOX 148, RENTON, WA 98067. Includes dates (JUNE 2004) and scale (1"=50').



City of Des Moines  
 DES MOINES PRELIMINARY  
 MODIFIED SUBDIVISION PLAT  
 NO. LUAG7-004

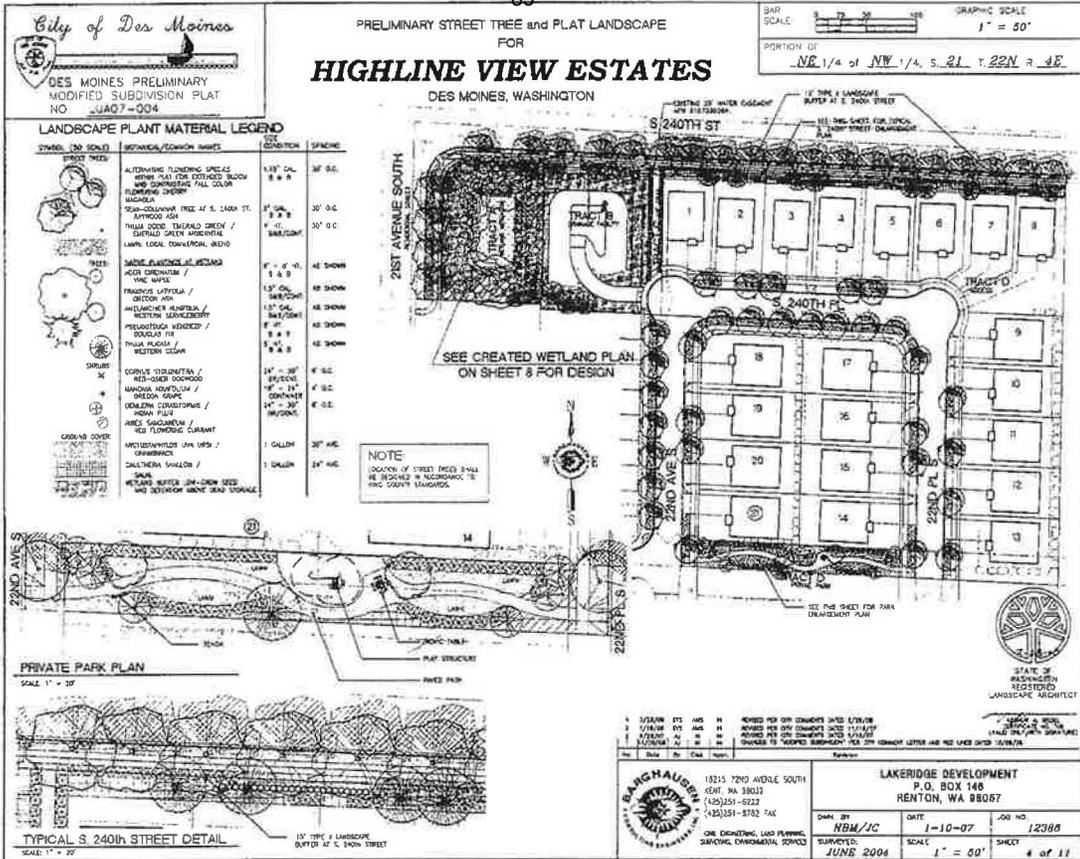
PRELIMINARY MODIFIED SUBDIVISION  
 FOR  
**HIGHLINE VIEW ESTATES**  
 DES MOINES, WASHINGTON

GRAPHIC SCALE  
 1"=50'  
 PORTION OF  
 NW 1/4 of NW 1/4, S. 21, T. 22N R. 4E.



18215 72ND AVENUE SOUTH 4257 WA 98032 (425) 251-6222 (425) 251-0702 FAX		
<b>LAKERIDGE DEVELOPMENT</b> P.O. BOX 148 RENTON, WA 98067		
DRAWN BY <b>AJ/CMT</b>	DATE <b>1-10-07</b>	JOB NO. <b>12348</b>
SURVEYED <b>JUNE 2006</b>	SCALE <b>1"=50'</b>	SHEET <b>2 of 11</b>







EXISTING TREE AND WETLAND INVENTORY  
FOR  
**HIGHLINE VIEW ESTATES**  
DES MOINES, WASHINGTON

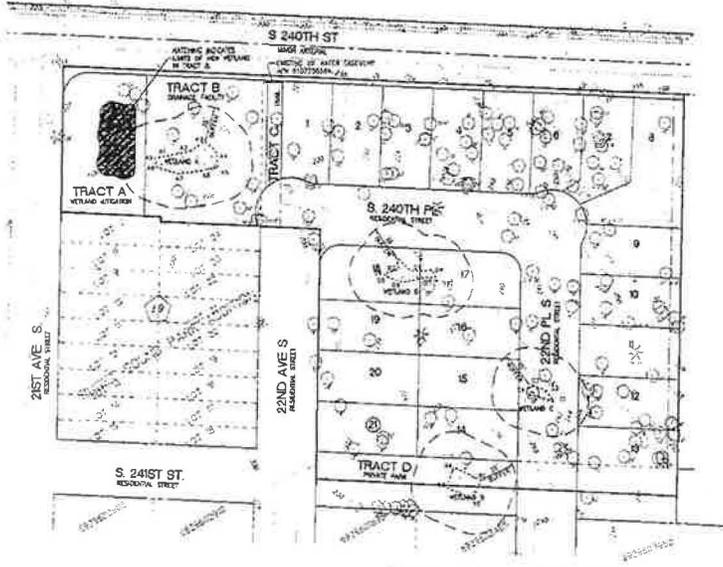
SAR SCALE: 1"=50'  
GRAPHIC SCALE  
SECTION OF  
NE 1/4 of NW 1/4, S 21, T 22N R 4E

**EXISTING WETLAND INVENTORY**

WETLAND CODE	WETLAND AREA	DATE
1	1.181	1/21/07
2	2.700	1/21/07
3	2.827	1/21/07
4	4.228	1/21/07
5	8.000	1/21/07
TOTAL	19.936	1/21/07

**TRACT B - WETLAND FILL MITIGATION**  
1.5% OF WETLAND FILL MITIGATION  
2.0% OF WETLAND FILL MITIGATION  
2.5% OF WETLAND FILL MITIGATION

**EXISTING TREE INVENTORY**  
1. ALL EXISTING TREES WITH A DBH  
2.0" TO 12.0" SHALL BE MAINTAINED  
AND CROWN TRIMMED TO 10' TO 12'  
3. EXISTING TREES WITH A DBH  
13.0" TO 18.0" SHALL BE MAINTAINED  
AND CROWN TRIMMED TO 12' TO 15'  
4. EXISTING TREES WITH A DBH  
19.0" TO 24.0" SHALL BE MAINTAINED  
AND CROWN TRIMMED TO 15' TO 20'  
5. EXISTING TREES WITH A DBH  
25.0" TO 30.0" SHALL BE MAINTAINED  
AND CROWN TRIMMED TO 20' TO 25'  
6. EXISTING TREES WITH A DBH  
31.0" TO 36.0" SHALL BE MAINTAINED  
AND CROWN TRIMMED TO 25' TO 30'  
7. EXISTING TREES WITH A DBH  
37.0" TO 42.0" SHALL BE MAINTAINED  
AND CROWN TRIMMED TO 30' TO 35'  
8. EXISTING TREES WITH A DBH  
43.0" TO 48.0" SHALL BE MAINTAINED  
AND CROWN TRIMMED TO 35' TO 40'  
9. EXISTING TREES WITH A DBH  
49.0" TO 54.0" SHALL BE MAINTAINED  
AND CROWN TRIMMED TO 40' TO 45'  
10. EXISTING TREES WITH A DBH  
55.0" TO 60.0" SHALL BE MAINTAINED  
AND CROWN TRIMMED TO 45' TO 50'  
11. EXISTING TREES WITH A DBH  
61.0" TO 66.0" SHALL BE MAINTAINED  
AND CROWN TRIMMED TO 50' TO 55'  
12. EXISTING TREES WITH A DBH  
67.0" TO 72.0" SHALL BE MAINTAINED  
AND CROWN TRIMMED TO 55' TO 60'  
13. EXISTING TREES WITH A DBH  
73.0" TO 78.0" SHALL BE MAINTAINED  
AND CROWN TRIMMED TO 60' TO 65'  
14. EXISTING TREES WITH A DBH  
79.0" TO 84.0" SHALL BE MAINTAINED  
AND CROWN TRIMMED TO 65' TO 70'  
15. EXISTING TREES WITH A DBH  
85.0" TO 90.0" SHALL BE MAINTAINED  
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AND CROWN TRIMMED TO 85' TO 90'  
19. EXISTING TREES WITH A DBH  
109.0" TO 114.0" SHALL BE MAINTAINED  
AND CROWN TRIMMED TO 90' TO 95'  
20. EXISTING TREES WITH A DBH  
115.0" TO 120.0" SHALL BE MAINTAINED  
AND CROWN TRIMMED TO 95' TO 100'



18215 72ND AVENUE SOUTH  
RENTON, WA 98032  
(425) 251-0222  
(425) 251-0752 FAX

**BAIGHAUSER**  
LAND SURVEYING & ENGINEERING  
INCORPORATED

DATE: JUNE 2004

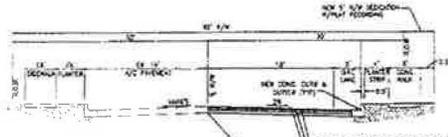
18215 72ND AVENUE SOUTH  
P.O. BOX 145  
RENTON, WA 98057

Drawn BY:	DATE:	JOB NO.
AJ/CMT	1-10-07	12388
SUPPLIED:	SCALE:	SHEET
JUNE 2004	1"=50'	5 of 11

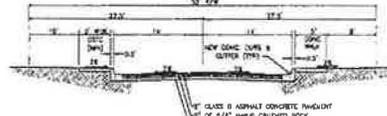


ROAD SECTIONS  
FOR  
**HIGHLINE VIEW ESTATES**  
DES MOINES, WASHINGTON

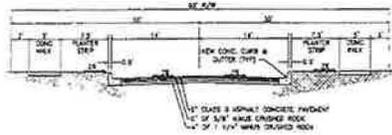
GRAPHIC SCALE:  
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PORTION OF  
**NE 1/4 of NW 1/4, S 21 T, 22N R. 4E**



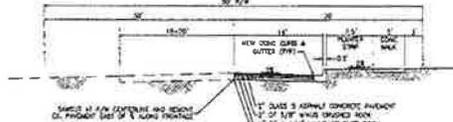
**SOUTH 240TH STREET FRONTAGE IMPROVEMENTS**  
65' R/W CURB AND GUTTER ROADWAY SECTION  
NO. 13 1044



**S 241ST ST.**  
55' R/W CURB AND GUTTER ROADWAY SECTION  
NO. 13 1044



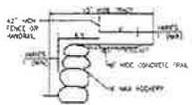
**22ND AVE S, 22ND PL S, AND S 240TH PL**  
60' R/W CURB AND GUTTER ROADWAY SECTION  
NO. 13 1044



**21ST AVE SOUTH**  
60' R/W CURB AND GUTTER ROADWAY SECTION  
NO. 13 1044



**TRACT C TRAIL**  
NO. 13 1044

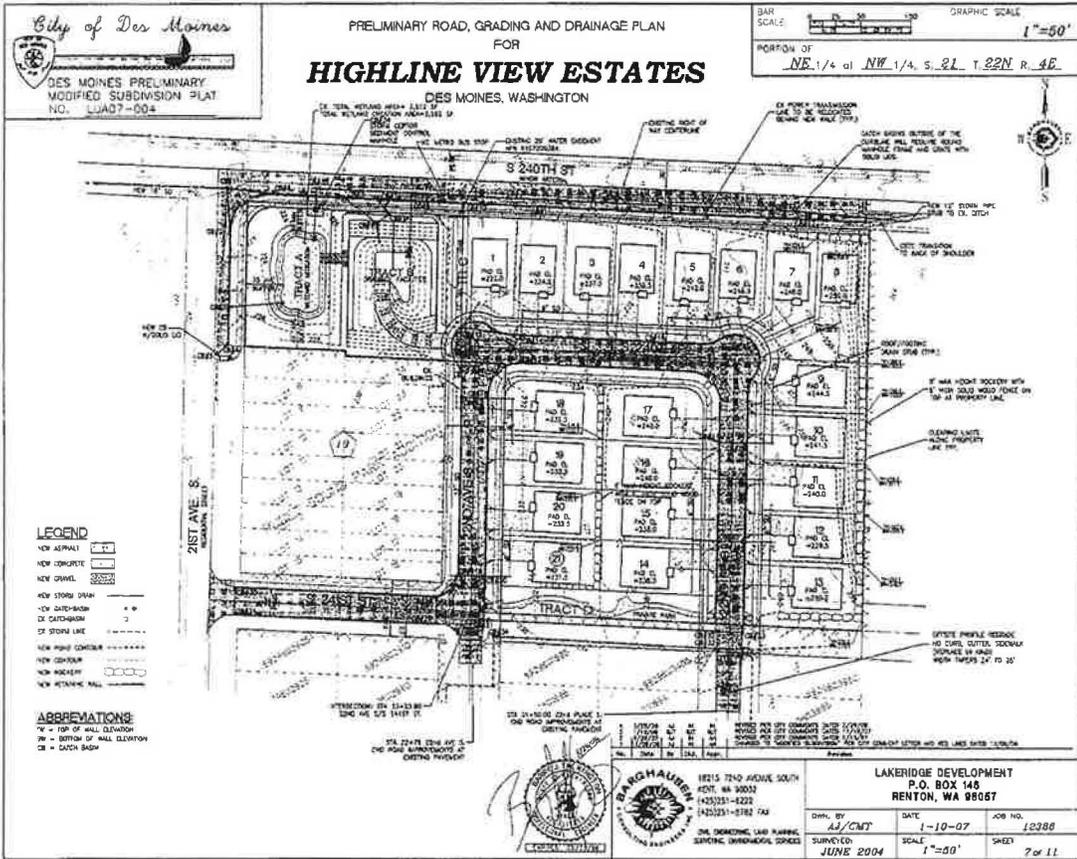


**TRAIL**  
NO. 13 1044



**MARK HAURIN**  
18215 72ND AVENUE SOUTH  
EDM, WA 98025  
4252281-4222  
4252251-4182 FAX  
CIVIL ENGINEER AND PLANNING  
ENGINEERING CORPORATION, LICENSE  
NO. 1 2004

<b>LAKERIDGE DEVELOPMENT</b> P.O. BOX 148 RENTON, WA 98057		
OWN BY <b>AJ/CMT</b>	DATE <b>1-10-07</b>	JOB NO. <b>12386</b>
SUPERVISOR <b>JUNES 2004</b>	SCALE <b>NO SCALE</b>	SHEET <b>6 of 11</b>





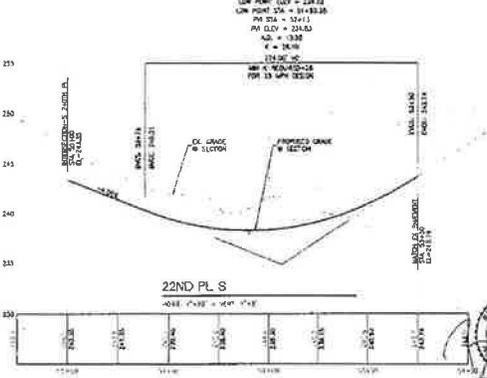
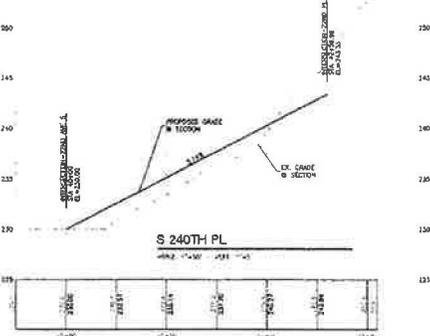
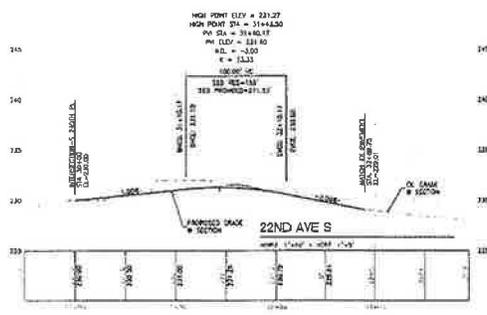


PRELIMINARY ROAD PROFILES FOR

**HIGHLINE VIEW ESTATES**

DES MOINES, WASHINGTON

GRAPHIC SCALE  
 1" = 50'  
 SECTION OF  
 NE 1/4 of NW 1/4, S. 21, T. 22N, R. 4E.



	18215 7240 AVENUE SOUTH RENTON, WA 98032 (425)251-6222 (425)251-8782 FAX ONE ENGINEERING LINE DRAWING BASIC OROMETICAL SKETCHES	<b>LAKERIDGE DEVELOPMENT</b> P.O. BOX 143 RENTON, WA 98067
	DATE: 1-10-07 SCALE: 1"=50' SHEET: 8 of 11	JOB NO.: 12386

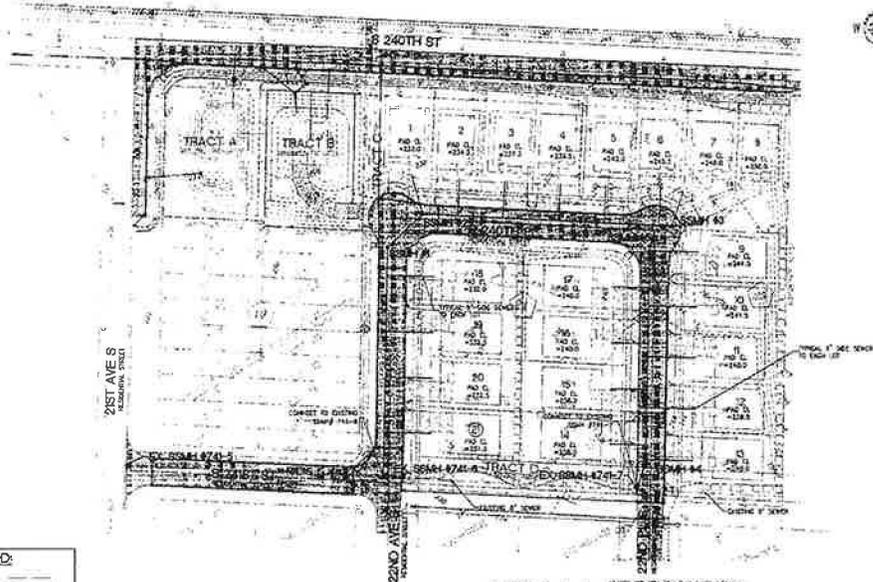


PRELIMINARY SEWER PLAN  
FOR

# HIGHLINE VIEW ESTATES

DES MOINES, WASHINGTON

GRAPHIC SCALE 1"=50'  
PORTION OF NE 1/4 of NW 1/4, S. 21 T. 22N. R. 4E



**LEGEND:**

SEWER LINE	—
SEWER MANHOLE	○
SEWER MARKER	+

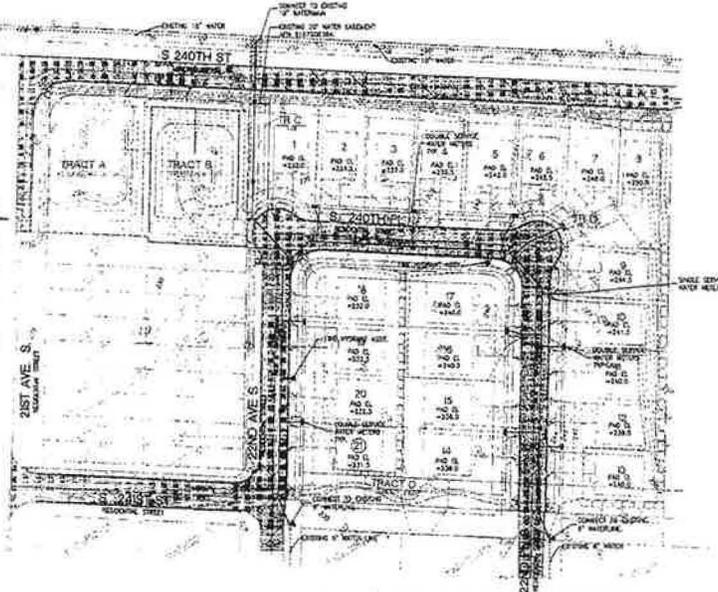
Professional Engineer Seal for the State of Washington, No. 12345. Professional Surveyor Seal for the State of Washington, No. 67890. The seal for the surveyor includes the name 'BORGHAUSEN' and the text 'REGISTERED PROFESSIONAL SURVEYOR'.

18215 72ND AVENUE SOUTH RENTON, WA 98032 (425)251-6222 (425)251-8782 FAX		
<b>LAKERIDGE DEVELOPMENT</b> P.O. BOX 148 RENTON, WA 98057		
DRAWN BY A.J./CMT	DATE 1-10-07	JOB NO. 12386
SURVEYED JUNE 2004	SCALE 1"=50'	SHEET 10 of 11



PRELIMINARY WATER PLAN  
FOR  
**HIGHLINE VIEW ESTATES**  
DES MOINES, WASHINGTON

BAR SCALE: 0 10 20 30 40  
GRAPHIC SCALE  
1"=50'  
PORTION OF  
NE 1/4 of NW 1/4, S 21, T 22N R 4E



**LEGEND**

PROPOSED WATER	—————
EXIST. WATER	—————
FIRE HYDRANT	A
WATER METER	B

18215 72ND AVENUE SOUTH  
RENT, WA 98032  
4251251-6122  
4251251-3782 FAX

**LAKENIDGE DEVELOPMENT**  
P.O. BOX 148  
RENTON, WA 98057

DRN. BY	DATE	JOB NO.
AJ/CMT	1-10-07	12386
SURVEYED:	SCALE	SHEET
JUNE 2004	1"=50'	11 of 11

## ORDINANCE NO. 1432

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, vacating by the petition method City rights-of-way known as South 241<sup>st</sup> Street between 22<sup>nd</sup> Avenue South and 22<sup>nd</sup> and between 22<sup>nd</sup> Place South and 23<sup>rd</sup> Avenue South abutting the proposed Highline View Estates subdivision within the City of Des Moines, subject to the applicant's compliance with requirements set forth herein.

WHEREAS, the Lakeridge Development LLC. (hereinafter "the applicant") has filed a petition to vacate a specific segment of City right-of-way adjacent to the proposed Highline View Estates Modified Subdivision, and

WHEREAS, no apparent municipal use of the said right-of-way continues to exist, the applicant has reason to convert the right-of-way to residential purposes, and

WHEREAS, this public right-of-way was initially platted on December 17, 1889 as part of the subdivision titled Puget Sound Park Addition to Des Moines, and

WHEREAS, the plat date makes this public right-of-way eligible for vacation by operation of law (Section 32, Chapter 19, Laws of 1889-90), and

WHEREAS, DMMC 12.12.040 adopts the street vacation procedures of Chapter 35.79 RCW, and

WHEREAS, RCW 35.79.010 authorizes the City Council to initiate such street vacation procedures, and

WHEREAS, notice of the public hearing was given in accordance with law and the public hearing was held before the City Council of the City of Des Moines on June 12, 2008 and July 3, 2008, and all persons wishing to be heard were heard, and

WHEREAS, no objections to the vacation were filed by any abutting property owners prior to the hearing, and the Council finds that no person has demonstrated special injury due to substantial impairment of access to such person's property, and

WHEREAS, the Council finds that vacation of the right-of-way legally described herein and as depicted on the map marked Exhibit "A" to this Ordinance, is in the public interest; now therefore,

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

Sec. 1. Findings adopted. Based on the evidence presented, the City Council adopts the following findings of fact:

(1) The public right-of-way which is the subject of this Ordinance consist of segments of public right-of-way (South 241<sup>st</sup> Street between 22<sup>nd</sup> Avenue South and 22<sup>nd</sup> and between 22<sup>nd</sup> Place South and 23<sup>rd</sup> Avenue South); which were never opened for public use and are currently an unimproved public right-of-way overgrown with brush; and

20080813000843

Ordinance No. 1432  
Page 2 of 3

(2) The public right-of-way which is the subject of this Ordinance has not been improved for transportation purposes; therefore, the right-of-way has been vacated as a matter of law under the Laws of 1889 - 1890 since the right-of-way was not improved by December 17 1894.

(3) The right-of-way is classified as a "Type C" right-of-way pursuant to DMMC 12.12.020; therefore, compensation is not required.

(4) The public right-of-way subject to this Ordinance is not necessary for present and future use by public utilities because present and future needs for use by public utilities will be met by appropriate easements retained by the City or granted by the property owner abutting the right-of way proposed to be vacated; and

**Sec. 2. Right-of-way vacation.** Subject to the requirements set forth in this Ordinance, the following legally described public right-of-way as depicted on the attached map entitled Exhibit "A" are vacated and the property within the right-of-way so vacated shall belong to the respective abutting property owners, one-half to each as required by RCW 35.79.040, subject to the conditions set forth in section 3 of this Ordinance:

That portion of the Northwest Quarter, Section 21, Township 22 north, Range 4 east, W.M., King County, Washington, included within strips of land described as follows:

That portion of South 241<sup>st</sup> Street (Portland Street) lying between 22<sup>nd</sup> Place South (Kalama Street), and a Southerly projection of the East line of Lot 15 Block 25 of Puget Sound Park Addition to Des Moines, Washington, recorded in Volume 47 of Plats at page 61, being in the City of Des Moines, King County, Washington.

And

That portion of South 241<sup>st</sup> Street (Portland Street) lying between 22<sup>nd</sup> Avenue South (Slaughter Street) and 22<sup>nd</sup> Place South (Kalama Street), as shown on the plat of Puget Sound Park Addition to Des Moines, Washington, recorded in Volume 47 of Plats at page 61, being in the City of Des Moines, King County, Washington.

**Sec. 3. Conditions of right-of-way vacation.** The right-of-way subject to vacation under this ordinance shall be subject to the following condition:

Easements for public utilities are reserved as illustrated on Exhibit "B" attached hereto and incorporated by this reference.

Ordinance No. 1432  
Page 3 of 3

**Sec. 4. Easements and reservation of easements.**  
Pursuant to RCW 35.79.030, the City of Des Moines retains or will be granted easements as set forth in Section 3 of this Ordinance and retains the right to exercise and grant easements in respect to the land vacated by this ordinance and abutting property for the operation, construction, repair, and maintenance of public utilities and services.

**Sec. 5. Recordation.** The City Clerk shall cause a certified copy of this ordinance to be recorded in the records of the King County Recorder.

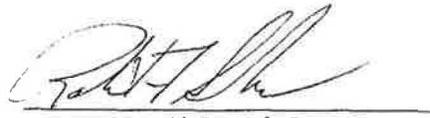
**Sec. 6. Severability - Construction.**

(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. 7. Effective date.** This ordinance shall take effect and be in full force thirty (30) days after its passage, approval, and publication in accordance with law.

**PASSED BY** the City Council of the City of Des Moines this 3rd day of July, 2008 and signed in authentication thereof this 3rd day of July, 2008.

  
MAYOR

APPROVED AS TO FORM:

  
City Attorney

ATTEST:

  
City Clerk

Effective Date: August 2, 2008

Published: July 16, 2008

LEGAL NOTICE  
SUMMARY OF ADOPTED ORDINANCE  
CITY OF DES MOINES

ORDINANCE NO. 1432, Adopted July 3, 2008.

DESCRIPTION OF MAIN POINTS OF THE ORDINANCE:

This ordinance vacates by the petition method City rights-of-way known as South 241<sup>st</sup> Street between 22<sup>nd</sup> Avenue South and 22<sup>nd</sup> and between 22<sup>nd</sup> Place South and 23<sup>rd</sup> Avenue South abutting the proposed Highline View Estates subdivision within the City of Des Moines, subject to the applicant's compliance with requirements set forth herein.

The full text of the ordinance will be mailed without cost upon request.

Denis Staab  
City Clerk

Published: July 16, 2008

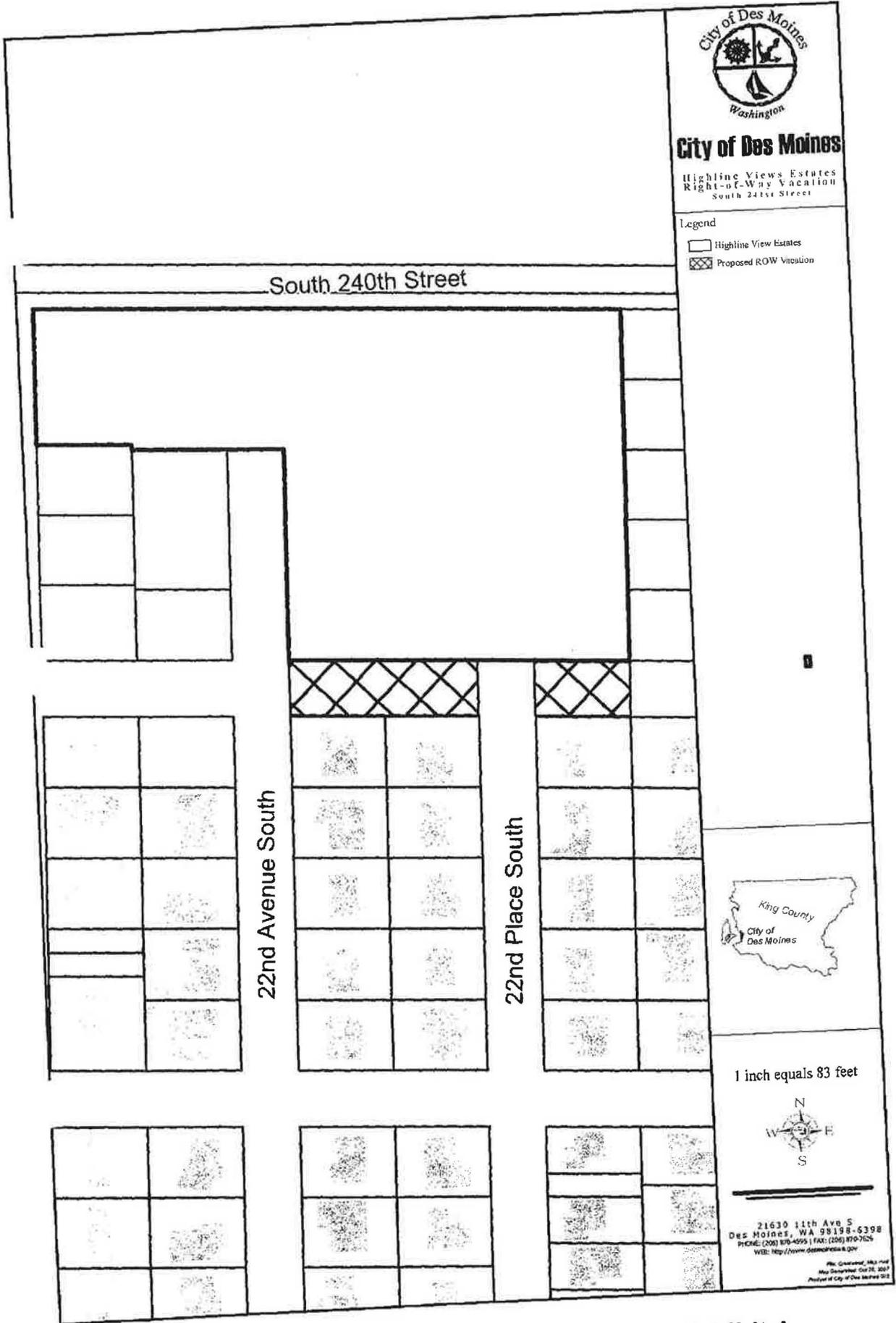
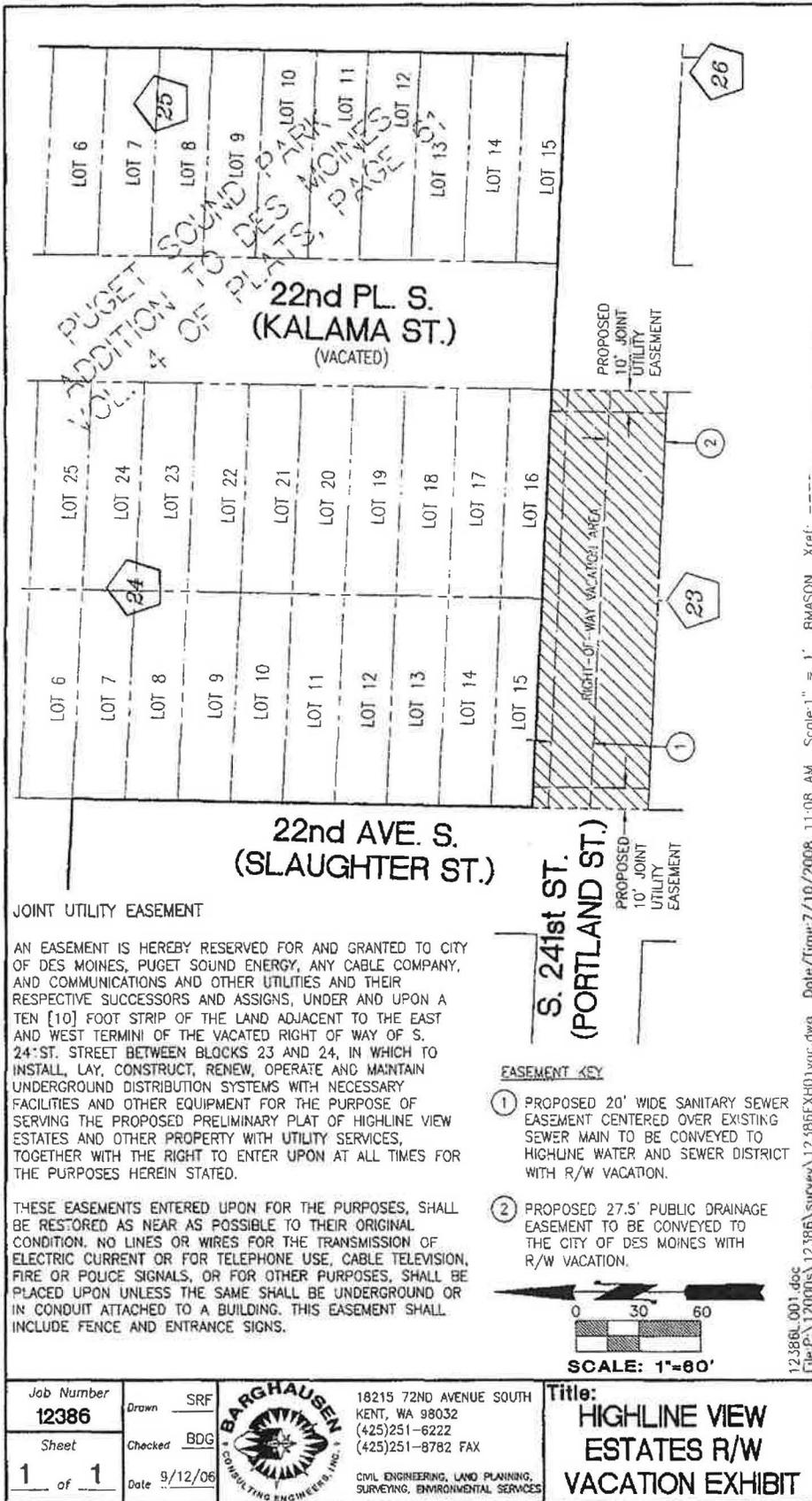
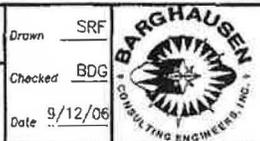


Exhibit A



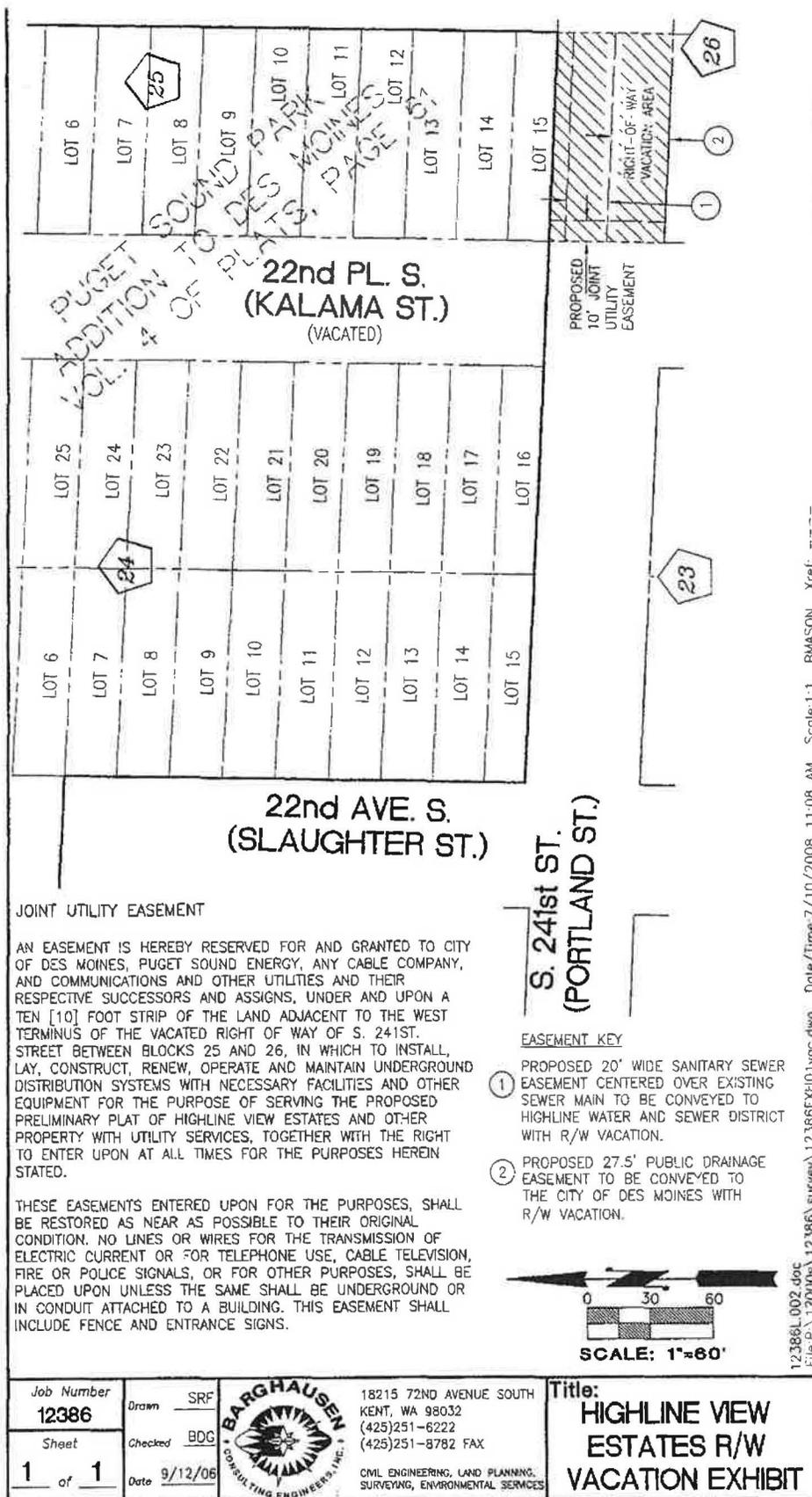
Job Number <b>12386</b>	Drawn SRF
Sheet <b>1 of 1</b>	Checked BDG
	Date 9/12/06



18215 72ND AVENUE SOUTH  
 KENT, WA 98032  
 (425)251-6222  
 (425)251-8782 FAX

CIVIL ENGINEERING, LAND PLANNING,  
 SURVEYING, ENVIRONMENTAL SERVICES

**Title:**  
**HIGHLINE VIEW  
 ESTATES R/W  
 VACATION EXHIBIT**



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**RESOLUTION NO. 1272**

**A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON** granting an extension to submit the final plat documents for the preliminary modified subdivision entitled "Highline View Estates".

**WHEREAS**, Lakeridge Development, Inc., the owner of the real property in the City of Des Moines, filed an application on January 31, 2007 for a preliminary modified subdivision, and

**WHEREAS**, the City Council, approved the preliminary plat for the Highline View Estates subdivision on July 3, 2008, and

**WHEREAS**, DMMC 17.10.210(1) requires that the applicant shall submit a final plat to the Planning, Building, and Public Works Department within five years following the date the preliminary subdivision was approved or the preliminary subdivision approval shall be deemed void and any development rights that have vested in the applicant shall be considered abandoned, and

**WHEREAS**, RCW 58.17.140(3)(a) extends the deadline for final plat submittal to seven years for subdivisions with preliminary plat approval on or before December 31, 2014, and

**WHEREAS**, DMMC 17.10.210(2) allows the applicant to request to extend the preliminary subdivision approval for up to one additional year; provided that the request must be delivered in writing to the community development department at least 30 days prior to expiration of the five-year period and the applicant has attempted in good faith to submit the final plat within the designated time period, and

**WHEREAS**, the approved preliminary plat for the Highline View Estates subdivision will expire on July 3, 2015, unless an extension is granted by the City, and

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

**Sec. 1. Extension granted.** A one-year extension is hereby granted by the Des Moines City Council for the modified subdivision entitled "Highline View Estates" requiring the final plat documents to be submitted to Planning, Building, and Public Works Department by July 3, 2016 as authorized in DMMC 17.10.210(2).

**Sec. 2. Findings of fact.** The following findings of fact are adopted by the City Council in support of its decision to

Resolution No. 1272  
Page 2 of 3

approve the timeframe extension for the Highline View Estates Subdivision:

(1) The applicant submitted the request for the one year extension on June 16, 2014.

(2) The applicant has demonstrated there has been an attempt in good faith to submit the final plat within the five-year period as provided in the June 16, 2014 and July 8, 2014 letters attached as Exhibits "A" and "B".

**Sec. 3. Compliance with other law.** Nothing in this resolution shall be construed as excusing the applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this subdivision other than as expressly set forth herein.

**Sec. 4. Resolution attached to approval documents.** A certified copy of this resolution, along with the herein referenced findings of fact, shall be attached to and become a part of the evidence of the approval of said preliminary subdivision to be delivered to the applicant.

**Sec. 5. Distribution of resolution following council action.** Certified or conformed copies of this resolution shall be delivered to the following:

(1) City of Des Moines Planning, Building and Public Works Department;

(2) South King Fire and Rescue; and

(3) City Clerk of the City of Des Moines.

**Sec 6. Distribution of resolution by planning official.** Within five days following adoption of this resolution, the

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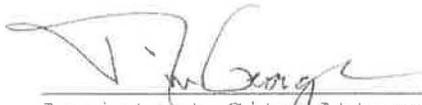
Resolution No. 1272  
Page 3 of 3

planning official shall distribute the resolution to the applicant, and to each person who submitted timely written or oral testimony to the City Council for inclusion in the record.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this 24th day of July, 2014 and signed in authentication thereof this 24th day of July, 2014.

  
M A Y O R

APPROVED AS TO FORM:

  
Assistant City Attorney

ATTEST:

  
City Clerk

LAKERIDGE DEVELOPMENT I, LLC  
PO Box 146 Renton, WA 98057

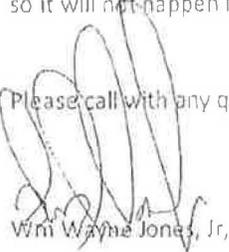
Laura Techico  
Senior Planner  
City of Des Moines  
21630 11<sup>th</sup> Ave. South  
Des Moines, WA 98198-6398

Re: Highline View Estates LUA 07-00

Dear Mss Techico;

We request a one year extension for the preliminary approval for Highline View Estates. We are in the process of going through the wetlands review with the Corps of Engineers and they are quite backlogged so it will not happen in time for this construction season.

Please call with any questions.



Wm Wayne Jones, Jr.

206-399-7400  
wanynejonesjr@gmail.com

Exhibit A

LAKERIDGE DEVELOPMENT I, LLC  
 PO Box 146 Renton, WA 98057

July 8, 2014

Laura Techico  
 Senior Planner  
 City of Des Moines  
 21630 11<sup>th</sup> Ave. South  
 Des Moines, WA 98198-6398

Re: Highline View Estates LUA 07-00

Dear Mss Techico;

We request a one year extension for the preliminary approval for Highline View Estates. I have been talking to Suzanne Anderson with Army Corps of Engineers about the identified wetlands on Highline View Estates. She is the person in charge of all Corps permit in our area. There are two options to getting their approval for the wetland fill. One is to go through the 404 permit application. She informed me that they are very busy and that unfortunately plats take low priority as they have a backlog of State, County and Tribal projects they are working on. She said her preference would be to use King County's fee-in-lieu mitigation system. This system assigns a value on the wetlands to be filled on a per square foot or acre basis and apply those funds toward the construction of a much larger wetland area somewhere else. Their feeling is that a one large wetland in a degraded area does more good than several of the 400 or 500 s.f. wetlands that were probably created by drainage issues.

We would be working with King County's Natural Resources Mitigation Reserves Program. Since the City has not worked with King county on this program before the City would have to have an agreement County to proceed.

Michael Murphy is the program director for this program.  
[michael.murphy@kingcounty.gov](mailto:michael.murphy@kingcounty.gov) 206-477-4781.

We would probably be working mostly with Lori Bryant.  
[Lori.Bryant@kingcounty.gov](mailto:Lori.Bryant@kingcounty.gov) 206-477-4776.

We request a one year time extension for the plat to work these issues out.

Please call with any questions.

Wm Wayne Jones, Jr,

206-399-7400  
[wanynejonesjr@gmail.com](mailto:wanynejonesjr@gmail.com)

Exhibit B

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# HIGHLINE VIEW ESTATES

## BEING A PORTION OF THE NE1/4 OF THE NW1/4 SECTION 21, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., CITY OF DES MOINES, KING COUNTY, WASHINGTON

**PLAT NOTES:**

1. THE ARTICLES OF INCORPORATION FOR THE HIGHLINE VIEW ESTATES HOMEOWNERS ASSOCIATION ARE ON FILE WITH THE STATE OF WASHINGTON IN OLYMPIA.
2. THIS PLAT IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED UNDER KING COUNTY RECORDING NUMBER \_\_\_\_\_.
3. THIS PLAT IS SUBJECT TO DMMC 12.50, TRAFFIC IMPACT FEES. THE TRAFFIC IMPACT FEES SHALL BE PAID AT THE TIME OF BUILDING PERMIT APPLICATION.
4. TRACT "A" IS A WETLAND MITIGATION TRACT FOR THE BENEFIT OF THE PUBLIC. TRACT "A" WILL BE DEEDED TO THE CITY OF DES MOINES UNDER SEPARATE INSTRUMENT AFTER RECORDING OF THIS PLAT FOR WETLAND CONSERVATION.
5. TRACT "B" IS A PUBLIC STORM DRAINAGE FACILITY AND UTILITY TRACT FOR THE BENEFIT OF THE PUBLIC. TRACT "B" WILL BE DEEDED TO THE CITY OF DES MOINES UNDER SEPARATE INSTRUMENT AFTER RECORDING OF THIS PLAT FOR PUBLIC STORM OPERATION, MAINTENANCE, AND REPAIRS.
6. TRACT "C" IS A PEDESTRIAN ACCESS TRACT FOR THE BENEFIT OF THE PUBLIC. TRACT "C" WILL BE DEEDED TO THE CITY OF DES MOINES UNDER SEPARATE INSTRUMENT AFTER RECORDING OF THIS PLAT. A PUBLIC STORM DRAINAGE EASEMENT IS HEREBY GRANTED TO THE CITY OF DES MOINES OVER ENTIRE TRACT "C" FOR MAINTENANCE OF THE STORM DRAINAGE FACILITIES WHICH LIE WITHIN THE TRACT.
7. TRACT "D" IS A PRIVATE PARK TRACT FOR THE BENEFIT OF THE MEMBERS OF THE HIGHLINE VIEW ESTATES HOMEOWNERS ASSOCIATION, FOR RECREATION ACTIVITIES, AND IS HEREBY GRANTED AND CONVEYED TO THE HIGHLINE VIEW ESTATES HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. THE HIGHLINE VIEW ESTATES HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE FACILITIES WITHIN SAID TRACT.
8. ALL PRIVATE STORM DRAINAGE EASEMENTS (PSDE) ARE HEREBY GRANTED TO THE LOT OWNERS WHO WOULD BENEFIT FROM ITS USE OF THE FACILITIES WITHIN SAID EASEMENT AS SHOWN ON THE APPROVED CONSTRUCTION PLANS AND SHALL BE RESPONSIBLE FOR COST OF THE MAINTENANCE OF FACILITIES WITHIN SAID EASEMENT.
9. LOTS 1 THROUGH 8 SHALL NOT HAVE DIRECT ACCESS VIA SOUTH 240TH STREET.
10. TRAFFIC IMPACT FEES WILL BE ASSESSED AND DUE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT FOR THE SINGLE FAMILY RESIDENCES.
11. HOMES CONSTRUCTED WITHIN THE SUBDIVISION WILL BE CONSISTENT WITH THE HOME DESIGN CRITERIA CONTAINED IN EXHIBIT 2, RESOLUTION NO. 1082, PRELIMINARY PLAT APPROVAL.
12. A MAINTENANCE AGREEMENT FOR LANDSCAPING WITHIN RIGHT-OF-WAY HAS BEEN RECORDED UNDER RECORDING NUMBER \_\_\_\_\_, RECORDS OF KING COUNTY.

**TITLE NOTES:**

- (PER FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. 569666)
- 1-10. ELIMINATED FROM TITLE OR NOT APPLICABLE TO BE SHOWN ON SURVEY.
  11. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:  
RECORDING INFORMATION: 2011082800609  
IN FAVOR OF: HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION  
FOR: A WATER PIPELINE AND APPURTENANCES (SHOWN)
  12. FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP OR CONNECTION CHARGES AND LATECOMER CHARGES FOR SEWER, WATER AND PUBLIC FACILITIES OF HIGHLINE WATER DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20140106000375, (NOT PLOTTABLE)
  13. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:  
RECORDING INFORMATION: 20160512000594  
IN FAVOR OF: PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION  
FOR: ONE OR MORE UTILITY SYSTEMS FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY (SHOWN)

**EASEMENTS AND RESERVATIONS**

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF DES MOINES, PUGET SOUND ENERGY, INC., CENTURYLINK COMMUNICATIONS, COMCAST, MIDWAY SEWER DISTRICT AND HIGHLINE WATER DISTRICT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET OF ALL LOTS AND TRACTS LYING PARALLEL WITH AND ADJOINING THE PROPOSED STREET FRONTAGE, TOGETHER WITH THE EAST TEN (10) FEET OF TRACT "C", IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES, WIRES, WATER METERS, FIRE HYDRANTS, SANITARY SEWER STRUCTURES AND PUBLIC STORM DRAINAGE STRUCTURES ALONG WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED APPURTENANCES THERETO, FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, GAS, TELEPHONE, CABLE TV SERVICE, SANITARY SEWER, WATER, STORM DRAINAGE AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT OR TRACT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT TO A BUILDING.

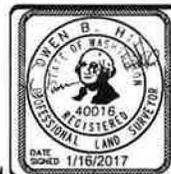
**SURVEYOR'S NOTES:**

**PROCEDURE / NARRATIVE:** A FIELD TRAVERSE USING A "TRIMBLE 5600 ROBOTIC" TOTAL STATION, AND "TSC2" DATA COLLECTOR SUPPLEMENTED WITH FIELD NOTES WAS PERFORMED, ESTABLISHING THE ANGULAR, DISTANCE, AND VERTICAL RELATIONSHIPS BETWEEN THE MONUMENTS AND PROPERTY LINES AS SHOWN HEREOF. THE RESULTING DATA MEETS OR EXCEEDS THE STANDARDS FOR LAND BOUNDARY SURVEYS AS SET FORTH IN WAC 332-130-090.

**HORIZONTAL DATUM/BASIS OF BEARINGS:** THE BASIS OF BEARING ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, T22N, R4E, W.M. WAS OBTAINED BY HOLDING THE WGS MONUMENT AT THE INTERSECTION OF 1ST AVENUE SOUTH & SW 200TH ST (WGS 5515) AND THE MONUMENTS AT THE INTERSECTION OF 30TH AVENUE SOUTH AND SOUTH 240TH ST. (WGS 5677) PER PUBLISHED NAD 83/91 (WASHINGTON NORTH ZONE 4601).

THE NOTED BASIS OF BEARINGS ON THE HIGHLINE VIEW ESTATES PLAT AS SOUTH 87°18'14" EAST, WAS FIELD MEASURED HOLDING THE ABOVE NOTED PUBLISHED NAD 83/91 (WASHINGTON NORTH ZONE 4601) COORDINATES.

JOB NO. 12,386



**Barghausen Consulting Engineers, Inc.**  
Civil Engineering, Land Planning, Surveying, Environmental Services  
18215 72nd Avenue South Kent, WA 98032  
Telephone: (425) 251-6222 Fax: (425) 251-8782

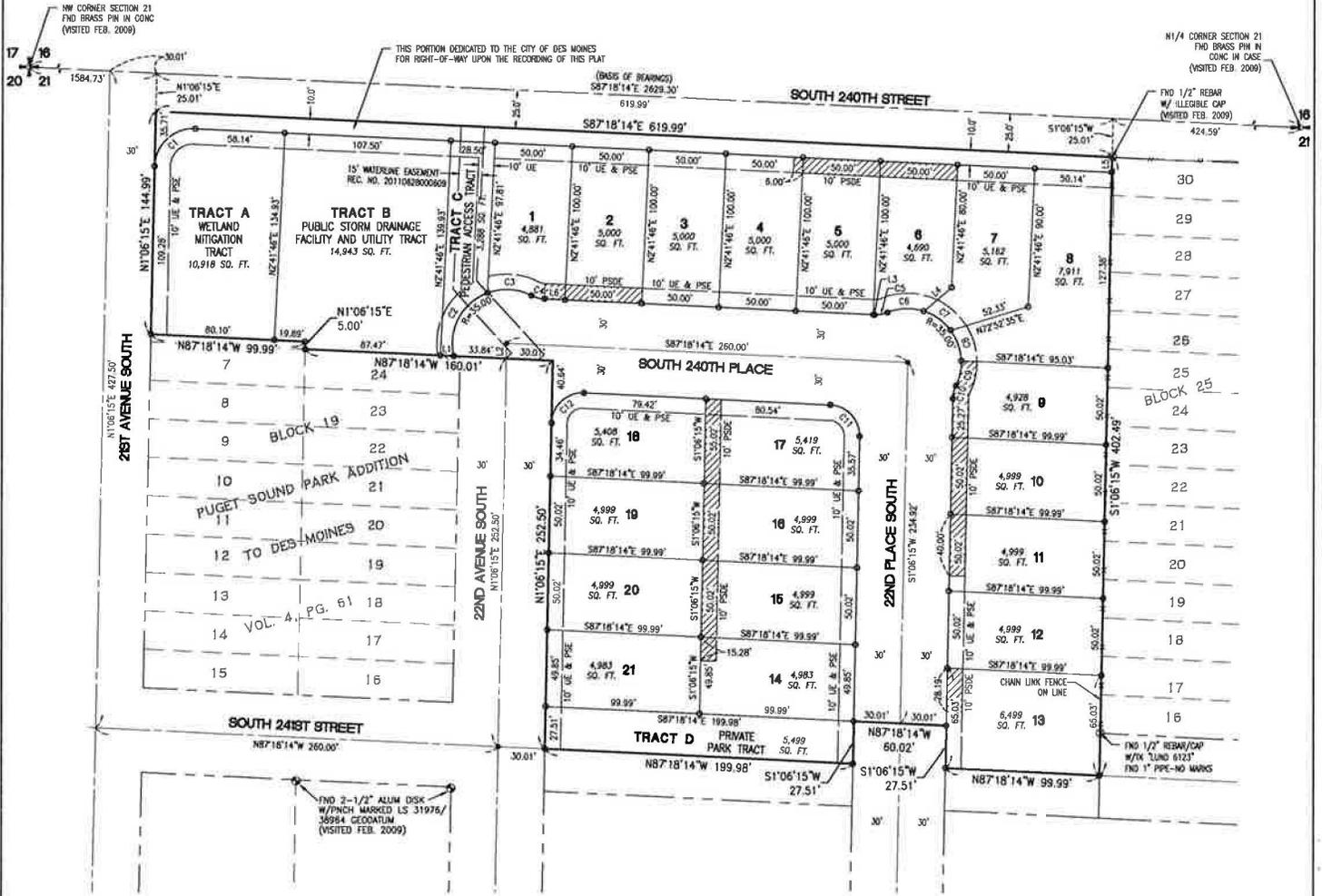
**NE1/4 OF NW1/4, SEC. 21, T22N-R4E, W.M.**

**SHEET 2 OF 3 106**

VOLUME/PAGE

# HIGHLINE VIEW ESTATES

BEING A PORTION OF THE NE1/4 OF THE NW1/4  
SECTION 21, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.,  
CITY OF DES MOINES, KING COUNTY, WASHINGTON



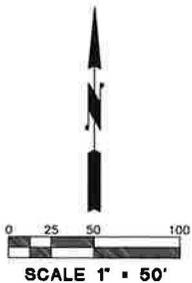
**LEGEND:**

- ⊙ FOUND MONUMENT AS NOTED
- ⊙ FOUND REBAR & CAP AS NOTED
- CITY OF DES MOINES STANDARD ROAD MONUMENT TO BE SET UPON COMPLETION OF CONSTRUCTION
- SET REBAR & CAP "BCE 40016"
- PSDE PRIVATE STORM DRAINAGE EASEMENT SEE PLAT NOTE 6 ON SHEET 2
- UE UTILITY EASEMENT SEE "EASEMENTS & RESERVATIONS" ON SHEET 2
- PSE PUGET SOUND ENERGY EASEMENT REC. NO. 20160512000594

LINE TABLE		
LINE #	LENGTH	BEARING
L1	8.69'	N87°18'14"W
L2	9.94'	N1°06'15"E
L3	0.84'	S87°18'14"E
L4	23.68'	N49°39'53"E
L5	10.00'	S1°06'15"W
L6	13.33'	S87°18'14"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	39.96'	25.00'	91°35'31"
C2	50.92'	35.00'	83°21'09"
C3	28.17'	35.00'	47°45'22"
C4	8.59'	20.00'	24°37'12"
C5	8.59'	20.00'	24°37'12"
C6	24.08'	35.00'	39°24'51"
C7	21.82'	35.00'	35°43'19"
C8	21.45'	35.00'	39°06'56"
C9	18.74'	35.00'	27°23'47"
C10	8.59'	20.00'	24°37'12"
C11	30.86'	20.00'	88°24'29"
C12	31.87'	20.00'	91°35'31"

LOT #	ADDRESS
1	2202 S. 240TH PLACE
2	2208 S. 240TH PLACE
3	2214 S. 240TH PLACE
4	2220 S. 240TH PLACE
5	2226 S. 240TH PLACE
6	2232 S. 240TH PLACE
7	2238 S. 240TH PLACE
8	2244 S. 240TH PLACE
9	24018 22ND PLACE S.
10	24026 22ND PLACE S.
11	24032 22ND PLACE S.
12	24038 22ND PLACE S.
13	24044 22ND PLACE S.
14	24039 22ND PLACE S.
15	24033 22ND PLACE S.
16	24027 22ND PLACE S.
17	24021 22ND PLACE S.
18	24020 22ND AVENUE S.
19	24026 22ND AVENUE S.
20	24032 22ND AVENUE S.
21	24038 22ND AVENUE S.



**Barghausen Consulting Engineers, Inc.**

Civil Engineering, Land Planning, Surveying, Environmental Services  
18215 T2nd Avenue South Kent, WA, 98032  
Telephone: (425) 251-6222 Fax: (425) 251-8782

NE1/4 OF NW1/4, SEC. 21, T22N-R4E, W.M.

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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: Valley Communications Center ILA  
for Emergency Dispatch

FOR AGENDA OF: May 11, 2017

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: April 26, 2017

**ATTACHMENTS:**

1. Interlocal Agreement for Emergency Dispatch Services
2. Exhibit "A" to the Agreement by and between Valley Communications Center and Des Moines Police Department signed December 28, 2016

**CLEARANCES:**

- Community Development
- Marina
- Parks, Recreation & Senior Services
- Public Works

CHIEF OPERATIONS OFFICER: \_\_\_\_\_

- Legal JG
- Finance DM
- Courts
- Police GN

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this agenda item is for City Council to approve the attached Interlocal Agreement ("ILA") with Valley Communications Center ("Valley Com") for continued emergency dispatch services. This ILA does not increase the costs the City pays for services nor does it materially change the previous ILA. The purpose of the updated ILA was to "clean-up" outdated sections of the previous ILA to reflect current practice.

**Suggested Motion**

**Motion:** "I move to approve the attached Interlocal Agreement with Valley Com for Emergency Dispatch Services effective June 1, 2017, and to authorize the City Manager to execute the attached ILA substantially in the form as attached."

**Background**

The City Council first approved an ILA with Valley Com for Emergency Dispatch Services by motion in 1994. The ILA was amended and restated in April 2000. Valley Com has since provided dispatch and call answering services for the Des Moines Police Department.

**Discussion**

The proposed ILA sets forth the terms pursuant to which Valley Com will continue to provide the City with emergency call receiving, radio communication, dispatch, and other related services. These services will be provided twenty-four hours a day, seven days per week.

The term of this ILA is for fifteen years, unless otherwise terminated pursuant to the provisions of the Agreement.

**Financial Impact**

Under the proposed ILA, Valley Com will continue to provide dispatch services to Des Moines as provided in the Supplemental Exhibit "A" (Fee Schedule) to the current ILA, dated December 28, 2016, as follows:

- A.1 The rate shall be Forty Dollars and Seventy Nine Cents (\$40.79) for each dispatchable call.
- A.2 A monthly rate of \$17.66 shall be collected for each user on the Valley Com Netmotion Service. Annual costs for 2017 are estimated at Seven Thousand Four Hundred and Nineteen Dollars (\$7,419.00).
- A.3 A monthly rate shall be collected for each user on the Valley Com 800MHz Radio System. The calculation is based on the number of radios plus airtime usage. Annual costs for 2017 are estimated at Twenty Six Thousand Three Hundred and Fifty Six Dollars (\$26,356.00).
- A.4 ACCESS user fees will be charged on a quarterly basis determined by user agency transaction count. Transactions for any given calendar year are used to determine fees for two years past the year when the transaction count was taken.

Pursuant to Paragraph 6.2 of the proposed ILA, Valley Com may revise its Fee Schedule from time to time during the term of the ILA. Notice to the City is required.

**Recommendation**

Staff recommends entering into a new ILA with Valley Com to continue with dispatch services.

## INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH SERVICES

This **INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH SERVICES** (“Agreement”) is entered into between the **VALLEY COMMUNICATIONS CENTER**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“Valley Com”), and **DES MOINES POLICE DEPARTMENT**, a Washington municipal corporation (“Subscribing Agency” and together with Valley Com, the “Parties” and each a “Party”).

### RECITALS

**WHEREAS**, Valley Com was formed pursuant to the Valley Communications Center Interlocal Agreement, as amended and restated on April 17, 2000, as it may be further amended from time to time (the “Valley Com Interlocal Agreement”), as a governmental administrative agency pursuant to chapter 39.34 RCW for the purpose of providing police, fire and medical aid service communication services in south King County and surrounding regions; and

**WHEREAS**, under the Valley Com Interlocal Agreement, Valley Com is authorized to provide emergency dispatch services to its Member Cities (as defined in the Valley Com Interlocal Agreement) and other municipal corporations that exist within the logical, physical service area of Valley Com and that are in need of emergency service communications; and

**WHEREAS**, the Subscribing Agency is in need of emergency dispatch services; and

**WHEREAS**, the Parties hereto now desire to enter into this Agreement for the purpose of establishing the terms and conditions under which Valley Com will provide dispatching services to the Subscribing Agency;

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the premises, terms and conditions set forth below, it is agreed by and between the Parties as follows:

### AGREEMENT

1. **EFFECTIVE DATE**. This Agreement shall become effective on **June 1, 2017**, and shall be automatically renewed on January 1st of each year thereafter for a period of 15 years unless otherwise terminated pursuant to the provisions of this Agreement.
2. **DEFINITIONS**. As used in this Agreement, the following terms shall have the following meanings. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Valley Com Interlocal Agreement.

“ACCESS” means “A Central Computerized Enforcement Service System”, the data system supporting all law enforcement agencies within the State of Washington and is owned and operated by the Washington State Patrol.

“Calls for Service” means any request for service resulting in the dispatch of an officer(s) as well as any officer initiated activity requiring interaction with Valley Com, as outlined in Valley Communications Center Standard Operating Procedures.

“E911 Agreement” has the meaning set forth in Section 13 of this Agreement.

“Fee Schedule” means the fee schedule for services provided by Valley Com, as it may be amended, revised, and replaced from time to time.

“Interlocal Cooperation Act” means chapter 39.34 RCW, as it may be amended from time to time.

“Subscribing Agency” means the public-safety agency receiving services from Valley Com under the terms of this Agreement, as described in the first paragraph of this Agreement.

“Valley Communications Center Standard Operating Procedures” means the list of approved and signed procedures enacted by Valley Com, as it may be amended, modified and/or restated from time to time.

“Valley Com” means the Valley Communication Center, a governmental administrative agency formed pursuant to RCW 39.34.030(3).

“Valley Com Dispatch Center” means the Valley Com dispatch center located at 27519 108th Avenue SE, Kent, Washington 98030, and other locations and facilities used in the operation of Valley Com.

“Valley Com Interlocal Agreement” means the Valley Communications Center Interlocal Agreement effective April 17, 2000, as it may be amended, modified and/or restated from time to time.

3. **PURPOSE.** The purpose of this Agreement is to set forth the terms pursuant to which Valley Com will provide the Subscribing Agency with emergency call receiving, radio communication, dispatch and other related services. Services to be provided under the term of this Agreement shall be provided twenty-four (24) hours, seven (7) days per week, unless otherwise provided herein.
4. **VALLEY COM RESPONSIBILITIES.** During the term of this Agreement, Valley Com shall:
  - 4.1 Receive and accept all emergency fire, police, public safety, and medical Calls for Service from within the boundaries of the Subscribing Agency or from within the boundaries of areas served by the Subscribing Agency.
  - 4.2 Transmit police and public safety requests for service and dispatch the equipment and other resources according to the procedures established by Valley Com with input from the Subscribing Agency.

- 4.3 Maintain radio and support communications with the Subscribing Agency from the time of the initial dispatch until conclusion of the emergency and to provide additional assistance as needed.
- 4.4 Prepare and make available to the Subscribing Agency a record of all emergency Calls for Service received, calls transmitted, and vehicles and other resources dispatched.
- 4.5 Provide communication services to process requests from the Subscribing Agency for support assistance from utilities, medical services, police services, and other services to aid the Subscribing Agency.
- 4.6 Provide telephone lines and call numbers as agreed upon between the Parties consistent with this Agreement.
- 4.7 Pay the cost for telephone line service charges between Valley Com and any receiver located in the Subscribing Agency except as provided herein.
- 4.8 Provide the Subscribing Agency with a copy of the Valley Communications Center Standard Operating Procedures, including any amendments to such procedures.
- 4.9 Provide access to Valley Com's F.C.C. licensed radio system resources, subject to those constraints and restrictions established and imposed by the Valley Com Administration Board.
- 4.10 Provide information from the Washington State Patrol Law Enforcement Data Communication System.

5. **SUBSCRIBING AGENCY RESPONSIBILITIES.** During the term of this Agreement, the Subscribing Agency shall:

- 5.1 Provide and maintain written alarm response procedures, on forms acceptable to Valley Com, designating equipment and other resources to be dispatched for all alarms within the Subscribing Agency.
- 5.2 Pay fees for services under this Agreement as provided in Section 6 hereof pursuant to the Fee Schedule then in effect.
- 5.3 Pay any additional costs agreed to by the Subscribing Agency and incurred by Valley Com for providing equipment or services requested by the Subscribing Agency, and agreed to be provided by Valley Com, that benefit the Subscribing Agency.
- 5.4 Comply with and conform operational policies, practices and apparatus numbering configurations to those established by Valley Com Operations and/or Valley Com Administration Board. Apparatus renumbering will not be concluded without consultation with Valley Com.

- 5.5 Agree that the Valley Com Administration Board has the exclusive right to grant new requests to use Valley Com's F.C.C. licensed radio system resources for member or non-member agencies.
- 5.6 If applicable to the Subscribing Agencies, comply with all Criminal Justice Information Services (CJIS) policies and requirements.
6. **FEE FOR SERVICES.**
- 6.1 The Subscribing Agency shall pay to Valley Com, as consideration for the services provided by Valley Com under the terms of this Agreement, an annual fee in accordance with the Fee Schedule then in effect.
- 6.2 Valley Com may revise the Fee Schedule from time to time during the term of this Agreement. Valley Com shall give advance notice of any change to the Fee Schedule in order to allow the Subscribing Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by Valley Com and the Subscribing Agency, any new annual fees under a new Fee Schedule shall become effective on January 1 of the following year. The Subscribing Agency shall acknowledge receipt of the Fee Schedule in writing.
- 6.3 The Subscribing Agency shall pay Valley Com the annual fee provided for in the then-applicable Fee Schedule provided for in Section 6.1 above, in monthly installments within thirty (30) days of receipt of billing.
- 6.4 ACCESS user fees shall be charged pursuant to the Fee Schedule. The Subscribing Agency and Valley Com agree to comply with all terms and conditions of the agreements related to ACCESS.
- 6.5 The Subscribing Agency shall pay the fee for services as provided in the Fee Schedule then in effect and any additional fees as provided for in this Agreement until a new Fee Schedule is executed or additional fees are revised, in accordance with this Agreement and as applicable, despite changes in services so long as Valley Com continues to incur costs related to such services.
7. **OTHER PROGRAMS.** Valley Com is currently, and may in the future, consider other programs and services not specifically related to services described in this Agreement. This Agreement does not provide for or otherwise address such additional programs and services. It is the intent of Valley Com and the Subscribing Agency that additional programs or services shall be subject to further negotiations and agreement of the Parties.
8. **RECORDS.** Valley Com and the Subscribing Agency shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

Valley Com agrees to record and maintain records of radio and telephone communications relating to all emergency incidents as required by law, including but not limited to chapter 40.14 RCW, unless requested by the Subscribing Agency to retain any particular record for a longer time. Valley Com shall also make available a copy of any record, report or document maintained pursuant to this Agreement for the Subscribing Agency at mutually agreeable times upon request by the Subscribing Agency.

To the extent permitted by law, Valley Com shall notify the Subscribing Agency upon receipt of a request for disclosure of any record or recording maintained for calls received from within the Subscribing Agency when Valley Com reasonably determines or has actual knowledge that the record relates to an incident currently subject to ongoing criminal investigation by the Subscribing Agency.

9. **INDEMNIFICATION.** Valley Com shall indemnify and hold harmless the Subscribing Agency and its officers, officials, employees or assigns, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Valley Com, its agents, officers, employees or assigns, in performing any act or service pursuant to this Agreement.

The Subscribing Agency shall indemnify and hold harmless Valley Com and its officers, officials, employees or assigns, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the Subscribing Agency, its officers, employees, assigns or third party contractors, in performing any act or service pursuant to this Agreement.

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 Valley Com and the Subscribing Agency, then each party's liability shall only be to the extent of its negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. This indemnification shall survive the expiration of this Agreement.

10. **INSURANCE.**

The Parties shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by the Subscribing Agency, its officers, officials, agents, representatives or employees and Valley Com, its officers, officials, agents, representatives or employees.

- 10.1 **Minimum Scope of Insurance.** Unless otherwise agreed to by the Parties, the Parties hereto shall each obtain insurance of the types described below:

- 10.1.1 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.
- 10.1.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury.
- 10.1.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 10.2. Minimum Amounts of Insurance. The Parties shall each maintain the following insurance limits:
  - 10.2.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - 10.2.2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  - 10.2.3. Employer's Liability each accident \$1,000,000, Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease-Policy Limit \$1,000,000.
- 10.3. Other Insurance Provisions. The insurance policies obtained by the Parties are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
  - 10.3.1. Each Party's insurance coverage shall be primary insurance as respects the other Party. Any insurance, self-insurance, or insurance pool coverage maintained by each Party shall be excess of that Party's insurance and shall not contribute with it.
  - 10.3.2. Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.
  - 10.3.3. Each Party's insurance shall be endorsed acknowledging that the other Party will not waive their right to subrogation.
  - 10.3.4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provide to the other Party.

- 10.4. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 10.5. Verification of Coverage. Each Party shall furnish the other Party with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Agreement. If either or both Parties are members of a self-insured risk pool, an Evidence of Coverage letter may be substituted for an original certificate and amendatory endorsements.
- 10.6 If the Subscribing Agency is self-insured for any of the above insurance requirements, a certificate of self-insurance, if acceptable to Valley Com, shall constitute compliance with this section.
- 10.7 Valley Com's membership in the self-insured governmental risk pool Washington Cities Insurance Authority (WCIA) shall satisfy all conditions set forth in Section 10 of this Agreement.
11. **LIMITATION OF AGREEMENT.** This Agreement is entered into for the benefit of the Parties to this Agreement only. The Agreement is not intended to confer any benefits on any other parties and therefore no other or third party shall be entitled to rely on the terms of this Agreement or anticipate receipt of any benefit as a result of the performance of this Agreement.
12. **OPERATIONAL REVIEW PROCEDURE.** It is agreed that representatives of Valley Com and the Subscribing Agency shall meet periodically, if requested by either Party, to review operational or procedural matters of the Valley Com Dispatch Center and/or the Subscribing Agency.
13. **E911 PARTICIPATION.**
- 13.1 Valley Com has entered into an agreement with King County related to participation in enhanced 911, as it may be amended and restated from time to time (the "E911 Agreement"). The Subscribing Agency and Valley Com agree to comply with all terms and conditions of the E911 Agreement.
- 13.2 Any Party initiating termination of this Agreement without cause pursuant to Section 14.1 agrees to pay all costs, if any, associated with relocating, modifying or transferring any equipment or services provided by the E911 Agreement (incurred by either Valley Com or the Subscribing Agency) as the direct result of the termination. All E911 Agreement costs to be charged against the Party initiating termination shall be itemized and justified by the other Party within six (6) months of receipt of the written notice of termination. Where termination occurs pursuant to Section 14.2 or by mutual consent, each Party shall pay its own resulting costs.

14. **TERMINATION.**

14.1 **Without Cause.** This Agreement may be terminated, without cause, prior to the date specified above in Section 1, by either Party providing the other Party sixty (60) days advance written notice of the termination.

14.2 **For Cause or Impossibility.** Either Party shall have the right to terminate this Agreement if: (1) the other Party is in material breach of any term of this Agreement; (2) the terminating Party has sent the breaching Party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and (3) the breaching Party has failed to cure the breach within thirty (30) days, unless the Parties agree in writing to a longer cure period.

This Agreement may also be terminated by either Party upon thirty (30) days advance written notice to the other Party in the event the duties, obligations or services required herein become impossible, illegal or infeasible, by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of such Party. Nothing in this Section 14.2 shall limit, waive or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

15. **VALLEY COM EQUIPMENT.** All transmitters, consoles, alerting devices, call receiving equipment, and related facilities located at the Valley Com Dispatch Center and other locations and facilities used in the operation of Valley Com shall be purchased, operated, and maintained by Valley Com, except as otherwise provided herein, and Valley Com is deemed the sole owner thereof.

16. **SUBSCRIBING AGENCY EQUIPMENT.** All transmitters, consoles, alerting devices, and related facilities located in the Subscribing Agency and other locations and facilities used in the operation of the Subscribing Agency shall be purchased, operated and maintained by the Subscribing Agency as required by Valley Com in order to interconnect to Valley Com; except as otherwise provided herein, and the Subscribing Agency is deemed the sole owner thereof.

17. **RESERVATION OF OPERATIONAL RIGHTS.** Valley Com retains sole authority to determine the technical operation and equipment needs of the Valley Com systems. This is necessary to insure maintenance of Valley Com's high standards and the highest degree of compatibility and effectiveness among member/user agencies.

18. **INDEPENDENT CONTRACTOR; RIGHTS OF VALLEY COM OVER EMPLOYEES.** In providing services under this Agreement, Valley Com is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Subscribing Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability.

Valley Com retains sole authority and control over its personnel, including but not limited to the authority to set standards of performance and discipline for Valley Com employees and any other matters related to control over Valley Com personnel and performance of its employees.

19. **HIPAA AND HITECH COMPLIANCE.** The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.
20. **MISCELLANEOUS.**
- 20.1 **Equal Opportunity.** Neither Party shall discriminate against any person based on any ground prohibited under federal, state or local law including race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 et seq.).
- 20.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Subscribing Agency and Valley Com under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.
- 20.3 **Attorney's Fees.** In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the each Parties' right to indemnification under Section 9 of this Agreement.
- 20.4 **Written Notice.** All notices, requests, demands or other communications required by this Agreement shall be in writing and shall be sent to the Parties at the addresses listed on the signature page of this Agreement, unless otherwise notified. Any written notice shall become effective upon delivery, provided that any notice shall be deemed delivered three (3) calendar days after the date of mailing by registered or certified mail, if not received sooner, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.
- 20.5 **Assignment.** This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred by the Subscribing Agency without the prior consent of Valley Com. Any assignment of this Agreement by the Subscribing Agency without such prior written consent of the Valley Com shall be void.

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Valley Com to any other person or entity without

the prior written consent of the Subscribing Agency, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Valley Com stated herein.

- 20.6 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both the Subscribing Agency and Valley Com.
- 20.7 Non-Waiver of Breach. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- 20.8 Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- 20.9 Filing. A copy of this Agreement shall be filed and/or posted pursuant to the Interlocal Cooperation Act.
- 20.10 No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.
- 20.11 Compliance with all Laws. The Parties hereto shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation Valley Com policies and procedures.
- 20.12 Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for emergency dispatch services. Any and all prior verbal statements made by any representative of Valley Com shall not be construed as forming a part of or altering this Agreement in any manner. This Agreement may be executed in one or more counterparts.

[Signature Page Follows]

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**VALLEY COMMUNICATIONS CENTER**  
27519 108<sup>th</sup> Avenue S.E.  
Kent, Washington 98030

**DES MOINES POLICE DEPARTMENT**  
21900 – 11<sup>th</sup> Avenue S  
Des Moines, Washington 98198-6319

By: \_\_\_\_\_  
EXECUTIVE DIRECTOR

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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A NATIONALLY ACCREDITED COMMUNICATIONS CENTER

**EXHIBIT "A"**  
**to the**  
**AGREEMENT**  
**by and between**  
**VALLEY COMMUNICATIONS CENTER**  
**and**  
**DES MOINES POLICE DEPARTMENT**

This **EXHIBIT** is supplemental to the **AGREEMENT** between **VALLEY COMMUNICATIONS CENTER** and **DES MOINES POLICE DEPARTMENT**

This appendix shall remain in effect from **January 1, 2017** thru **December 31, 2017**.

- A.1 The rate shall be **Forty Dollars and Seventy Nine Cents (\$40.79)** for each dispatchable call.
- A.2 A monthly rate of \$17.66 shall be collected for each user on the Valley Com Netmotion Service. Annual costs for 2017 are estimated at **Seven Thousand Four Hundred and Nineteen Dollars (\$7,419.00)**
- A.3 A monthly rate shall be collected for each user on the Valley Com 800MHz Radio System. The calculation is based on the number of radios plus airtime usage. Annual costs for 2017 are estimated at **Twenty Six Thousand Three Hundred and Fifty Six Dollars (\$26,356.00)**
- A.4 **ACCESS** user fees will be charged on a quarterly basis determined by user agency transaction count. Transactions for any given calendar year are used to determine fees for two years past the year when the transaction count was taken.

Signed this **28th** day of **December, 2016**.

  
 LORA UELAND  
 EXECUTIVE DIRECTOR

  
 CITY MANAGER

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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: Contract Award for 2017 Parkside  
Park Renovation Project

FOR AGENDA OF: May 11, 2017

DEPT. OF ORIGIN: Planning, Building & Public  
Works

ATTACHMENTS:

1. Public Works Contract
2. Bid Tabulations
3. Adopted 2017 CIP Project Worksheets
4. Amended CIP Project Worksheets
5. Architect's Letter of Award  
Recommendation

DATE SUBMITTED: May 4, 2017

CLEARANCES:

- Community Development NA  
 Marina NA  
 Parks, Recreation & Senior Services SD  
 Public Works RH

CHIEF OPERATIONS OFFICER: DJB

- Legal TG  
 Finance DM  
 Courts NA  
 Police NA

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

#### Purpose and Recommendation

The purpose of this agenda item is to request City Council approval of the Public Works Contract (Attachment 1) with D & D Construction 1, Inc. for the 2017 Parkside Park Renovation Project. The following motion will appear on the consent calendar:

#### Suggested Motion

**Motion:** "I move to award the Public Works Contract with D & D Construction 1, Inc. for the 2017 Parkside Park Renovation Project, in the amount of \$459,800, authorize a construction contract contingency in the amount of \$40,000, and additionally authorize the City Manager to sign the Public Works Contract substantially in the form as submitted."

## **Background**

This project is funded with King County Community Development Block Grant (CDBG) funds (\$330,000 for construction), Department of Ecology (DOE) funds for soil remediation (up to \$200,000 for construction), King County funds for the sport court (\$25,000), and local funds.

This project was advertised last year for bids in July and August of 2016. Bids were opened on August 16, 2016, and the City only received one bid – which was **33% above** the Architect’s Estimate. On September 8, 2016, the City Council rejected all bids received, and directed staff to scale back the scope of work for the project to cut costs, and re-advertise the project in early 2017.

In March and April 2017, bids were advertised for a three week period in the Seattle Daily Journal of Commerce, and the minority publication “Seattle Facts”. Bids were also solicited via Builder’s Exchange and the MRSC Roster, with a bid opening date of April 18, 2017. The City received five (5) bids at bid opening, with D & D Construction 1, Inc. being the apparent lowest responsive bidder. The entire project bid tabulation is included as Attachment 2.

## **Discussion**

The Architect’s Estimate for the project is \$445,154.60, inclusive of Washington State Sales Tax. Staff and the Architect of Record have performed the necessary bid evaluation and due diligence, and the Architect of Record has provided a Letter of Award Recommendation (Attachment 5). Staff has received approval from both King County CDBG and DOE to proceed with the contract award.

Based upon the current low bid amount from D & D Construction 1, Inc., we will not be able to maximize the amount of grant funds from CDBG and DOE that were anticipated and shown in the adopted 2017 CIP project worksheets (Attachment 3). CDBG and DOE will only reimburse the City for completed scope of work items with actual receipts and measurable unit quantities. Based upon the current low bid amount, we are estimating that we will receive about \$320,000 from CDBG for construction, and about \$121,000 from DOE for construction (Attachment 4).

These reductions in anticipated grant funding (about \$89,000) will be offset by utilizing some unspent design-phase funds (permit costs, environmental review costs, and design project management costs) – about \$20,000 that will get moved into the construction phase. The net result is that the project will require \$69,000 in additional REET funds to be able to award this construction contract.

## **Alternatives**

- 1) We could reject all bids received, reduce the scope of work to cut costs, and re-advertise the project at a later date. This could result in a partial or complete loss of our CDBG funding, as the project needs to fulfill the grant scope and be completed by the end of November, 2017. We might also have to return the funds spent on design and environmental work that we have been reimbursed by CDBG to date. Staff does not recommend this alternative.
- 2) We could reject all bids received, and not proceed with the project. This would result in returning our CDBG funding for construction, and having to return the funds spent on design and environmental work that we have been reimbursed by CDBG to date. This would also give us an unfavorable position in obtaining future CDBG grants. Staff does not recommend this alternative.

## **Financial Impact**

There are sufficient funds available within the Parkside Playground and Parkside Soil Remediation project budgets to cover the construction costs (Attachment 4).

While the overall project budget is not over the Council approved amount in the 2017 Capital Budget, the original REET utilization amount for the project was only \$33,333. The proposed contract requires an additional \$69,000 of REET (\$40,000 of which will carry the construction contingency). This additional \$69,000 will come from the REET fund balance.

**Recommendation**

Staff recommends that Council approve the recommended motion.

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**PUBLIC WORKS CONTRACT**  
**Between City of Des Moines and**  
**D & D Construction 1, Inc.**

THIS CONTRACT is made and entered into by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and D & D Construction 1, Inc. organized under the laws of the State of Washington, located and doing business at D & D Construction 1, Inc., 120 NW Corrin Ave, Orting, WA 98360, (253) 538-9331, Cindy Schrader (hereinafter the "Contractor").

**CONTRACT**

The parties agree as follows:

**I. DESCRIPTION OF WORK.**

Contractor shall perform the services for the City as specifically described in the Scope of Work and Technical Specifications, incorporated herein by reference.

The project will consist of the removal and disposal of existing asphalt path and court materials, all understory plant material and trees as need for new path system and removal of degraded fence sections. Project includes excavation and disposal of arsenic and lead contaminated soil and re-seeding of disturbed turf areas. Installations consist of a new asphalt path system and basketball court, a new concrete pad with exercise equipment, site furniture and a timber steps system, a drainage culvert and level spreaders, new sections of perimeter fence and new park signage and park entry planting at Parkside Park, 2518 S. 244<sup>th</sup> Street, Des Moines, Washington 98198 and all other items of work needed to satisfactorily complete the project scope of work.

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 enumerate

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

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
  - (ii) the American Public Works Association (APWA) (current edition);
  - (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
  - (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
  - (v) the American Water Works Association Standard (AWWA) (current edition), and;
  - (vi) shall perform any changes in the work in accord with the Contract Documents.
- d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Terms and provisions of the Contract
  2. Addenda,
  3. Proposal Form,
  4. Special Provisions, including APWA General Special Provisions, if they are included,
  5. Contract Plans,
  6. Amendments to the Standard Specifications,
  7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
  8. Contracting Agency's Standard Plans (if any), and
  9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction

**II. TIME OF COMPLETION.** The parties agree that work on the tasks described in Section I above and more specifically detailed in the Scope of Work and Technical Specifications will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within **45 working days**. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

**III. COMPENSATION.** The City shall pay the Contractor a total amount not to exceed \$418,000.00, plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. Total amount of contract, including applicable sales tax, not to exceed \$459,800.00. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

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

the City may have against Contractor for defective or unauthorized work.

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

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

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

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

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

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

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

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

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

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

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$1,532.67** [*Liquidated Damages = (0.15\*Contract Amount)/Time for Completion*] shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to

recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

**VII. PREVAILING WAGES.** Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of Prevailing Wages Paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any the other applicable prevailing wage rate provisions. The Federal Prevailing Wage Rates are applicable to this project, and the contractor is responsible for paying the higher wage rate that is applicable for the job classification. 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.

The State of Washington prevailing wage rates applicable for this Public Works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Both the State and Federal Wage Rate schedules are included in the project manual. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is 04/18/2017. A copy of the applicable prevailing wage rates are also available at the office of the Owner, located at 21650 11<sup>th</sup> Avenue South, Des Moines, WA, 98198.

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

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

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

Monday through Friday: 7:00 a.m. to 7:00 p.m.

Saturday, Sunday and Holidays: 8:00 a.m. to 5:00 p.m.

**XI. WORKERS' COMPENSATION.** The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed

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

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

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

**XII. CHANGES.** The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within 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.** If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within seven (7) calendar days of the occurrence of the events giving rise to the claims, or within seven (7) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a

timely written claim is made in strict accordance with the applicable provisions of this Contract.

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

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

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

**XIV. LIMITATION OF ACTIONS.** CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR

DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

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

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

**XVII. INDEMNIFICATION.** Contractor shall defend, indemnify and hold the City, its officers, officials, employees, 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 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 Agreement, 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. See the King County Supplementary General Conditions (SGR) Insurance amounts as the effective rates on the project.

**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.

**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. BOND - SEPARATE PAYMENT AND PERFORMANCE BONDS 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 Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XVII of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently

given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

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

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

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

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

I. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

J. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, then the order of precedence shall be in accordance with Section I c of this Contract.

K. Severability. If any one or more sections, sub-sections, or sentences of this Contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Contract and the remainder shall remain in full force and effect.

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

<p><b>CONTRACTOR:</b></p> <p>By: _____  <span style="margin-left: 150px;"><i>(signature)</i></span></p> <p>Print Name: _____</p> <p>Its _____  <span style="margin-left: 100px;"><i>(Title)</i></span></p> <p>DATE: _____</p>	<p><b>CITY OF DES MOINES:</b></p> <p>By: _____  <span style="margin-left: 150px;"><i>(signature)</i></span></p> <p>Print Name: <u>Michael Matthias</u></p> <p>Its <u>City Manager</u>  <span style="margin-left: 100px;"><i>(Title)</i></span></p> <p>DATE: _____</p> <p style="text-align: center; margin-top: 20px;">Approved as to Form:</p> <p style="text-align: center;">_____  City Attorney</p> <p style="text-align: center;">DATE: _____</p>
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<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CONTRACTOR:</b></p> <p>Cindy Schrader  D &amp; D Construction 1, Inc.  120 NW Corrin Ave  Orting, WA 98360  (253) 538-9331 (telephone)  <a href="mailto:info@dndconstructioninc.com">info@dndconstructioninc.com</a> (e-mail address)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>Scott J. Romano  City of Des Moines  21650 11<sup>th</sup> Avenue South  Des Moines, WA 98198  (206) 870-6539 (telephone)  <a href="mailto:sromano@desmoineswa.gov">sromano@desmoineswa.gov</a> (e-mail address)</p>
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As Directed by the Des Moines City Council  
In Open Public Meeting on \_\_\_\_\_.

**PUBLIC WORKS PAYMENT BOND  
to City of Des Moines, WA**

Bond No. \_\_\_\_\_

The City of Des Moines, Washington, (City) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as \_\_\_\_\_ (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Des Moines, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond shall be executed in four (4) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

\_\_\_\_\_  
Principal Signature

Date

\_\_\_\_\_  
Surety Signature

Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC WORKS PERFORMANCE BOND  
to City of Des Moines, WA**

Bond No. \_\_\_\_\_

The City of Des Moines, Washington, (City) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as \_\_\_\_\_, (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation, organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Des Moines, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond shall be executed in four (4) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL		SURETY	
_____	_____	_____	_____
Principal Signature	Date	Surety Signature	Date
_____	_____	_____	_____
Printed Name		Printed Name	
_____	_____	_____	_____
Title		Title	

Name, address, and telephone of local office/agent of Surety Company is:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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2017 PARKSIDE PARK RENOVATION PROJECT  
 BID TABULATION  
 APRIL 20, 2017

BASIC BID ITEM

QTY	UNIT	ESTIMATE	D&D		Green Tech		W. S. CONT		GEC		ERRG	
		TOTAL PRICE	TOTAL PRICE	% DIFF.								
1	LS	\$ 26,000.00	\$ 17,500.00	-33%	\$ 35,000.00	35%	\$ 35,100.00	35%	\$ 43,969.44	69%	\$ 56,980.00	119%
2	LS	\$ 20,450.00	\$ 18,500.00	-10%	\$ 19,750.00	-3%	\$ 21,060.00	3%	\$ 5,076.07	-75%	\$ 21,350.00	4%
3	LS	\$ 6,000.00	\$ 15,500.00	158%	\$ 21,000.00	250%	\$ 9,360.00	56%	\$ 43,801.38	630%	\$ 18,030.00	201%
4	LS	\$ 61,990.00	\$ 68,000.00	10%	\$ 39,400.00	-36%	\$ 37,440.00	-40%	\$ 80,911.20	31%	\$ 51,170.00	-17%
5	LS	\$ 16,500.00	\$ 26,800.00	62%	\$ 36,200.00	119%	\$ 23,400.00	42%	\$ 14,384.79	-13%	\$ 22,530.00	37%
6	LS	\$ 20,174.00	\$ 33,950.00	68%	\$ 31,000.00	54%	\$ 29,250.00	45%	\$ 41,495.00	106%	\$ 39,520.00	96%
7	LS	\$ 17,219.00	\$ 28,430.00	65%	\$ 21,100.00	23%	\$ 21,000.00	22%	\$ 32,880.49	91%	\$ 22,190.00	29%
8	LS	\$ 10,775.00	\$ 4,745.00	-56%	\$ 7,300.00	-32%	\$ 11,700.00	9%	\$ 6,796.60	-37%	\$ 44,010.00	308%
9	LS	\$ 4,750.00	\$ 3,500.00	-26%	\$ 13,800.00	191%	\$ 4,095.00	-14%	\$ 3,496.19	-26%	\$ 4,890.00	3%
10	LS	\$ 19,950.00	\$ 16,500.00	-17%	\$ 15,075.00	-24%	\$ 14,863.00	-25%	\$ 12,575.80	-37%	\$ 19,240.00	-4%
11	LS	\$ 16,960.00	\$ 41,405.00	144%	\$ 21,800.00	29%	\$ 24,570.00	45%	\$ 20,936.54	23%	\$ 58,600.00	246%
12	LS	\$ 4,950.00	\$ 8,000.00	62%	\$ 6,840.00	38%	\$ 5,522.00	12%	\$ 6,423.67	30%	\$ 5,420.00	9%
13	LS	\$ 17,494.00	\$ 13,500.00	-23%	\$ 12,000.00	-31%	\$ 21,879.00	25%	\$ 14,980.01	-14%	\$ 29,030.00	66%
14	LS	\$ 20,000.00	\$ 49,070.00	145%	\$ 42,300.00	112%	\$ 42,120.00	111%	\$ 24,473.33	22%	\$ 47,280.00	136%
15	LS	\$ 141,474.00	\$ 72,600.00	-49%	\$ 115,135.00	-19%	\$ 138,291.00	-2%	\$ 114,923.30	-19%	\$ 109,260.00	-23%
<b>SUBTOTAL</b>		\$ 404,686.00	\$ 418,000.00	3%	\$ 437,700.00	8%	\$ 439,650.00	9%	\$ 467,123.81	15%	\$ 549,500.00	36%
<b>10% WSST</b>		\$ 40,468.60	\$ 41,800.00	3%	\$ 43,770.00	8%	\$ 43,965.00	9%	\$ 46,712.38	15%	\$ 54,950.00	36%
<b>TOTAL BASIC BID INCLUDING WSST</b>		\$ 445,154.60	\$ 459,800.00	3%	\$ 481,470.00	8%	\$ 483,615.00	9%	\$ 513,836.19	15%	\$ 604,450.00	36%

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TOTAL PROJECT SCOPE			
Expenditures	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
Design			
External Engineering	54,900	-	54,900
Internal Engineering/Project Mgmt	23,110	-	23,110
Permits	28,200	-	28,200
Other Misc (Advertise, Postage, Etc.)	4,000	-	4,000
Prop/ROW/Easements			
Construction			
Internal Engr-Proj Mgmt/ Inspect	10,000	-	10,000
Construction Contract 1 - Playground Construction	258,470	-	258,470
Materials	12,129	-	12,129
Other			
Interfund Financial Services 001.000.000.341.43.9	4,468	-	4,468
Individual Items < \$5,000 KC Sports Center	25,000	-	25,000
Contingencies	28,770	-	28,770
<b>Total Project Expense Budget:</b>	<b>449,047</b>	<b>-</b>	<b>449,047</b>

PROJECT ALLOCATIONS BY YEAR								
Project to Date 12/31/16	Project To Date 1/31/2017	2016 Year to Date 1/31/2017	2017 Remaining	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
41,711	42,148	437	12,752	13,189				
13,133	14,021	888	9,089	9,977				
1,820	2,308	488	25,892	26,380				
2,277	2,277		1,723	1,723				
-	-	-	-	-				
-	-	-	10,000	10,000				
-	-	-	258,470	258,470				
12,129	12,129		-	-				
-	-	-	-	-				
683	683		3,785	3,785				
-	-	-	25,000	25,000				
-	-	-	28,770	28,770				
<b>71,753</b>	<b>73,566</b>	<b>1,813</b>	<b>375,481</b>	<b>377,294</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Funding Sources	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
CDBG Federal Grant (100%) \$50,000 Design	380,000	-	380,000
King County "I Can" Grant pass through	10,714	-	10,714
REET 2	33,333	-	33,333
King County - Sport Court	25,000	-	25,000
<b>Total Project Revenue Budget:</b>	<b>449,047</b>	<b>-</b>	<b>449,047</b>

Project to Date 12/31/16	Project to Date 1/31/2017	2016 YTD 1/31/2017	2017 Remaining	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021
50,000	50,000		330,000	330,000				
10,714	10,714		-	-				
8,734	8,734		24,599	24,599				
-	-	-	25,000	25,000				
<b>69,448</b>	<b>69,448</b>	<b>-</b>	<b>379,599</b>	<b>379,599</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Committed Cash: (2,305) (4,118) (1,813) Cash on hand 4,874 A/R outstanding 3/31/16

Moved to 2017

TOTAL PROJECT SCOPE			
Expenditures	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
Design			
Internal Engineering/Project Mgmt		-	-
Permits		-	-
Prop/ROW/Easements			-
Construction			-
Internal Engr-Proj Mgmt/ Inspect	10,000	-	10,000
Construction Contract 1 - DOE Clean Up	185,000	-	185,000
Other Miscellaneous	218	-	218
Other			
Interfund Financial Services	2,000	-	2,000
Contingencies	4,782	-	4,782
<b>Total Project Expense Budget:</b>	<b>202,000</b>	<b>-</b>	<b>202,000</b>

PROJECT ALLOCATIONS BY YEAR								
Project to Date 12/31/16	Project To Date 1/31/2017	2016 Year to Date 1/31/2017	2017 Remaining	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
-	-	-	-	-				
-	-	-	-	-				
-	-	-	10,000	10,000				
-	-	-	185,000	185,000				
218	218	-	-	-				
-	-	-	2,000	2,000				
-	-	-	4,782	4,782				
<b>218</b>	<b>218</b>	<b>-</b>	<b>201,782</b>	<b>201,782</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Funding Sources	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
REET 2 (Finance Chgs Only)	2,000	-	2,000
DOE State Grant	200,000	-	200,000
		-	-
<b>Total Project Revenue Budget:</b>	<b>202,000</b>	<b>-</b>	<b>202,000</b>

Project to Date 12/31/16	Project to Date 1/31/2017	2015 YTD 1/31/2017	2017 Remaining	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021
218	218	-	1,782	1,782				
-	-	-	200,000	200,000				
-	-	-	-	-				
<b>218</b>	<b>218</b>	<b>-</b>	<b>201,782</b>	<b>201,782</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

TOTAL PROJECT SCOPE			
Expenditures	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
<b>Design</b>			
External Engineering	54,900	4,335	59,235
Internal Engineering/Project Mgmt	23,110	(4,388)	18,722
Permits	28,200	(24,892)	3,308
Other Misc (Advertise, Postage, Etc.)	4,000	(923)	3,077
<b>Prop/ROW/Easements</b>			
<b>Construction</b>			
Internal Engr-Proj Mgmt/ Inspect	10,000	2,000	12,000
Construction Contract 1 - Playground Construction	258,470	67,900	326,370
Const Contract 1 - Contract Contingency		40,000	40,000
Materials	12,129	-	12,129
<b>Other</b>			
Interfund Financial Services 001.000.000.341.43.9	4,468	568	5,036
Individual Items < \$5,000 KC Sports Center	25,000	3,430	28,430
<b>Contingencies</b>	28,770	(28,770)	-
<b>Total Project Expense Budget:</b>	<b>449,047</b>	<b>59,260</b>	<b>508,307</b>

PROJECT ALLOCATIONS BY YEAR								
Project to Date 12/31/16	Project To Date 3/31/2017	2016 Year to Date 3/31/2017	2017 Remaining	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
41,711	50,896	9,185	8,339	17,524				
13,133	17,722	4,589	1,000	5,589				
1,820	2,308	488	1,000	1,488				
2,277	3,077	800	-	800				
-	-	-	-	-				
-	-	-	-	-				
-	-	-	12,000	12,000				
-	-	-	326,370	326,370				
-	-	-	40,000	40,000				
12,129	12,129		-					
-	-	-	-	-				
683	683		4,353	4,353				
-	-	-	28,430	28,430				
-	-	-	-	-				
<b>71,753</b>	<b>86,815</b>	<b>15,062</b>	<b>421,492</b>	<b>436,554</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Funding Sources	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
CDBG Federal Grant (100%) \$50,000 Design	380,000	(9,740)	370,260
King County "I Can" Grant pass through	10,714	-	10,714
REET 2	33,333	69,000	102,333
King County - Sport Court	25,000	-	25,000
<b>Total Project Revenue Budget:</b>	<b>449,047</b>	<b>59,260</b>	<b>508,307</b>

Project to Date 12/31/16	Project to Date 3/31/2017	2016 YTD 3/31/2017	2017 Remaining	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021
50,000	50,000		320,260	320,260				
10,714	10,714		-					
11,039	16,406	5,367	85,927	91,294				
-	-	-	25,000	25,000				
<b>71,753</b>	<b>77,120</b>	<b>5,367</b>	<b>431,187</b>	<b>436,554</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Committed Cash: - (9,695) (9,695) Cash on hand - - - -

Moved to 2017

TOTAL PROJECT SCOPE			
Expenditures	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
Design			
Internal Engineering/Project Mgmt		-	-
Permits		-	-
Prop/ROW/Easements			
Construction			
Internal Engr-Proj Mgmt/ Inspect	10,000	(5,000)	5,000
Construction Contract 1 - DOE Clean Up	185,000	(64,000)	121,000
Const Contract 1 - Contract Contingency		-	-
Other Miscellaneous	218	-	218
Other			
Interfund Financial Services	2,000	-	2,000
Contingencies	4,782	(4,782)	
<b>Total Project Expense Budget:</b>	<b>202,000</b>	<b>(73,782)</b>	<b>128,218</b>

PROJECT ALLOCATIONS BY YEAR								
Project to Date 12/31/16	Project To Date 3/31/2017	2016 Year to Date 3/31/2017	2017 Remaining	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
-	-		-					
-	-		-					
-	-		5,000	5,000				
-	-		121,000	121,000				
-	-		-					
218	218		-					
-	-		2,000	2,000				
-	-		-					
<b>218</b>	<b>218</b>	<b>-</b>	<b>128,000</b>	<b>128,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Funding Sources	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
REET 2 (Finance Chgs Only)	2,000	5,218	7,218
DOE State Grant	200,000	(79,000)	121,000
		-	
<b>Total Project Revenue Budget:</b>	<b>202,000</b>	<b>(73,782)</b>	<b>128,218</b>

Project to Date 12/31/16	Project to Date 3/31/2017	2015 YTD 3/31/2017	2017 Remaining	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021
218	218		7,000	7,000				
-	-		121,000	121,000				
-	-		-					
<b>218</b>	<b>218</b>	<b>-</b>	<b>128,000</b>	<b>128,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>



May 3, 2017

City of Des Moines  
Public Works Engineering  
21650 11<sup>th</sup> Avenue South  
Des Moines, WA 98198  
Attn: Scott Romano

RE: 2017 Parkside Park Renovation Project Award Recommendation

Dear Mr. Romano,

On behalf of The LA Studio, LLC I would like to recommend D&D Construction, Inc. as the preferred contractor for the City of Des Moines 2017 Parkside Park Renovation Project. We have reviewed their bid submittal for this project and contacted several individuals from their list of references to verify experience and performance on comparable local projects. Their references consistently testified that D&D worked in an efficient and professional manner to meet or exceed their contract requirements. From our review it is apparent that they are not only the low bidder but a qualified contractor to perform the prescribed scope of work on the 2017 Parkside Park Renovation Project and therefore would recommend that the contract be awarded to D&D Construction, Inc.

Sincerely,

**The LA Studio, LLC**

A handwritten signature in black ink that reads 'Roby W. Snow'. The signature is written in a cursive, flowing style.

Roby W. Snow, RLA  
Landscape Architect, Senior Associate

15200 52nd Avenue South  
Suite 210  
Seattle, Washington 98188  
206.204.0507

[www.thelastudio.net](http://www.thelastudio.net)

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

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

SUBJECT: Amendment to Contract with American Building Services, Inc. for Janitorial Services in City Buildings – Marina Harbormaster’s Office

FOR AGENDA OF: May 11, 2017

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: May 3, 2017

**ATTACHMENTS:**

- 1. Contract Amendment/Addendum
- 2. Exhibit M

**CLEARANCES:**

- Community Development \_\_\_\_\_
- Marina *JS*
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works *JK*

CHIEF OPERATIONS OFFICER: DSB

- Legal *JS*
- Finance *JM*
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: *JM*

**Purpose and Recommendation**

The purpose of this agenda item is to request City Council approval of an amendment to the existing American Building Services, Inc. janitorial contract (Attachment 1) adding the Marina Harbormaster’s Office. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion:** “I move to approve the Amendment to the contract with American Building Services, Inc. for janitorial services for the Marina Harbormaster’s Office, for an additional annual amount of \$2,580, bringing the total estimated cost for 2017 to \$190,876, and additionally to authorize the City Manager to sign the Contract Amendment/Addendum substantially in the form as submitted.”

**Background**

American Building Services, Inc. was awarded the 2016-2018 janitorial services contract for City owned buildings at the September 10, 2015 Council meeting, for an annual amount not to exceed \$197,890.20,

On January 19, 2016, a change order was processed in order to reduce cleaning services and save funds due to budget constraints. Change Order 1 was an annual credit of \$9,594.24, bringing the new annual not to exceed contract amount to \$188,295.96

**Discussion**

Marina staff have cleaned their own offices for many years. The recent addition of Beach Park Event Center staff to the Harbormaster's Office has brought about the necessity to add this building to the current janitorial contract due to the increased use.

**Alternatives**

Marina and Beach Park Event Center staff could be assigned to clean their own office spaces, however, this would take their time and resources away from their primary job responsibilities. This alternative is not recommended by staff.

**Financial Impact**

There are sufficient funds available within the Marina and Events and Facilities budgets to cover the annual janitorial costs. The current janitorial contract with American Building Services represents the maximum annual amount we would pay if all City facilities were fully rented out each day. Historically, the annual contract total has been around \$110,000.

**Recommendation**

Staff recommends that Council approve the recommended motion.



## CONTRACT AMENDMENT/ADDENDUM FORM

### CONTRACT FOR 2016 – 2018 CITY CUSTODIAL SERVICES BETWEEN THE CITY OF DES MOINES AND AMERICAN BUILDING SERVICES, INC.

**THIS AMENDMENT/ADDENDUM #1** is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, pursuant to that certain Contract entered into on the 30th day of November, 2015, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **AMERICAN BUILDING SERVICES, INC.**, (hereinafter "Vendor").

The parties herein agree that the Contract dated November 30, 2015, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

1) **SECTION III** of Contract dated November 30, 2015, is hereby amended to read as follows:

*Except as modified hereby, [to include Exhibit M covering service specifications for the Des Moines Marina Harbormaster's Office at 22307 Dock Ave. S. attached hereto] all terms and conditions of said contract remain in full force and effect. The rates will remain the same.*

Exhibit M costs \$215.00 per month (\$2,580.00 per year); bringing the total annual contract amount to \$190,875.96.



MARINA HARBORMASTER'S OFFICE

**CUSTODIAL SERVICES****SERVICE SPECIFICATIONS SCHEDULE****Building to be serviced**

Des Moines Marina Harbormaster's Office – 22307 Dock Ave. S.

**Areas to be serviced**

Entrance, offices, kitchenette, breakroom/kitchen, restrooms, common areas, walkways, hallways, and stairwell.

**Approximate Floor Areas and Types and Fixture Counts**

Carpet – 1,028 square feet

Hardwood – 67 square feet

Vinyl – 117 square feet

Toilets – 2

Sinks – 2

**NOTE:** These areas and counts are approximate only, and provided to assist in developing your bids – it is the responsibility of the Vendor to measure and count accurately prior to bid submittal.**Cleaning Schedule and Limitations (if any)****One day per week: Wednesday *between 8:00 PM and 6:00 AM.*****WEEKLY Cleaning Services:****Entrance Areas.** Police entrance areas to remove litter. Clean entrance door glass, frames, and handles.**Trash Removal.** Empty waste and recycling receptacles and change liners from Owner's stock as required. Remove trash and place in designated containers.**Dusting.** Dust and damp wipe desks, credenzas, tables and counters, when cleared of paperwork. Dust tops of computers, monitors, office equipment, and filing cabinets. Dust tops of partitions, shelves, ledges, picture frames, and windowsills; and remove cobwebs which are accessible without the use of a ladder.**Telephones.** Clean and sanitize telephones.**Spot Cleaning.** Spot clean handprints, smudges, and spillage from doors, walls, switch plate covers, partition glass and relites, where applicable.

5-2-17

EXHIBIT M  
Page 1 of 2

**Floor Service.** Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

**Kitchenettes.** Empty waste receptacles, spot clean receptacles and walls around receptacles, and insert new liners from Owner's stock. Remove and place trash in designated containers. Dust mop and wet mop floors with disinfectant solution. Wipe down counters, sinks, tables and chairs, and appliance exteriors. Clean microwave inside and out.

**Restrooms.** Empty waste receptacles, spot clean receptacles and walls around receptacles, and insert new liners from Owner's stock. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Dust mop and wet mop floors with disinfectant solution. Refill restroom dispensers. This includes towels, toilet tissue, soap, toilet seat covers, and feminine hygiene products where applicable.

**Closing.** Keep janitor's closet clean and organized. Turn off designated lights. Set alarm and lock designated doors, where applicable.

**Supplies.** Restock needed supplies as necessary.

#### **MONTHLY Cleaning Services:**

**Dusting.** Dust high moldings, doorframes, and window casings. Dust window blinds. Remove cobwebs from corners, which are accessible without the use of a ladder.

**Floor Service.** Vacuum edges of carpets and baseboards.

#### **MEASUREMENT AND PAYMENT EXPLANATION:**

The units "Monthly" and "Bi-Weekly" shall include payment for all tools, labor, materials, cleaning supplies, paper goods, trash can liners, general custodial supplies, replacing and restocking paper goods, trash can liners, soaps, and any other equipment or items necessary for the acceptable cleaning of the City of Des Moines' facilities as outlined in Exhibits A through M. This includes all daily, weekly, bi-weekly, monthly, and quarterly cleaning services.

# AGENDA ITEM

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

SUBJECT: Consultant Support Contract ADA  
Transition Plan, 2016-2017 On-Call General  
Engineering Services, Parametrix Inc.  
Task Assignment 2017-07

FOR AGENDA OF: May 11, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 4, 2017

ATTACHMENTS:

- 1. Parametrix Inc. 2016-2017 On-Call Formal Task Assignment 2017-07

CLEARANCES:

- Community Development N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Public Works PH

CHIEF OPERATIONS OFFICER: DSB

- Legal NS
- Finance pm
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this agenda item is for City Council to approve 2016-2017 On-Call Task Assignment 2017-07 with Parametrix Inc. (Attachment 1) to provide consulting services for updating and formalizing the City's the ADA Transition Plan and Self-Evaluation. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion 1:** "I move to approve 2016-2017 On-Call General Engineering Services Task Assignment 2017-07 with Parametrix Inc. to provide consulting services for updating and formalizing the City's ADA Transition Plan and Self-Evaluation in the amount of \$59,141.00, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted."

### **Background**

The Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 with subsequent revisions (hereinafter generally referred to as “ADA”), provide accessibility guidelines for new construction and alterations that are intended to address potential discrimination against those individuals with certain disabilities. The ADA requires that Cities conduct a “Self-Evaluation”, the purpose of which is to identify areas of municipal infrastructure, services, and programs that are out of compliance with the ADA accessibility guidelines, and then prepare a “Transition Plan”, the purpose of which is to systematically prioritize, plan, and budget for enhancements that address identified and known barriers to accessibility. It is important to note that the ADA does not require Cities to immediately rectify identified or known barriers.

Having a formalized Self-Evaluation and Transition plan will reduce the potential for complaints by persons with disabilities to the US Justice Department, and potential liability in general. More recently, there is the possibility that Cities will be disqualified from applying for certain federal and state grants if they have not formalized their Self-Evaluation and Transition Plan.

The City currently has completed a self-assessment of public Right-of-Way in regards to sidewalks, curb ramps, and driveway approaches as well as developed an ADA Transition Plan outline. The City has also conducted public outreach through a project open house and ongoing online accessible survey.

### **Discussion**

The ADA Transition Plan is a document that focuses primarily on prioritizing, planning, and budgeting for enhancements that address identified and known barriers to accessibility. ADA Transition Plans often include community outreach and participation, ADA coordinator identification and grievance procedures, focus on programs, services, municipal facilities, public right-of-way, and parks, cost estimates, and prioritization.

This task assignment with Parametrix Inc. will provide completion of the City’s ADA Transition Plan. Specific tasks will include completion of the self-evaluation and inventory - Citywide, project and program cost estimates and prioritization, and draft and final plan documents. Additionally, support for up to (2) community meetings will be provided to continue public outreach efforts.

### **Alternatives**

City Council can elect not to pursue the completion of the ADA Transition Plan and not approve the on-call task assignment with Parametrix Inc. to complete the Self-Assessment and Plan. This is not recommended by staff, as delay the completion of the ADA Transition Plan could make the city ineligible for federal and state grants, and may place the City at risk for liability claims.

### **Financial Impact**

The City’s Street Fund includes revenues to complete the ADA Transition Plan and fund consultant services.

### **Recommendation**

Staff recommends adoption of the motion.

### Formal Task Assignment Document

Task Number 2017-07

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

Location of Project: Des Moines, WA

Project Title: ADA Transition Plan

Maximum Amount Payable Per Task Assignment: \$59,141.00

Completion Date: December 31, 2017

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

See attached Scope of Work and Budget Summary and Budget Detail.

Agency Project Manager Signature: \_\_\_\_\_

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

Oral Authorization Date: \_\_\_\_\_

See Letter Dated: \_\_\_\_\_

Consultant Signature: 

Date: 5/2/17

Agency Approving Authority: \_\_\_\_\_

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

## SCOPE OF WORK

### City of Des Moines TA 2017-07 ADA Transition Plan

#### PHASE 07 – ADA TRANSITION PLAN

##### Task 101 – Project Management

Monthly invoices will be prepared including a progress report for each task, work accomplished, changes, and upcoming work.

##### Assumptions

- Work is anticipated to last 6 months following Notice to Proceed.

##### Deliverable

- Monthly invoices and progress letters.

##### Tasks 201, 202, and 203 – Self Evaluation & Inventory / Review Existing Inventory / Checklists

This task includes a self-evaluation of City processes and programs, and inventory of City-owned buildings and signals.

The Consultant Team (Consultant) will work with City Staff to conduct a self-evaluation of current customer service and public meetings, hearings, and events practices. This includes a review of customer service (e.g., walk-in, telephone, and letters/emails) and other practices to address requests for accommodation or alternative formats specifically for meetings, practices for making public meetings, hearings, and events open and accessible to all citizens, printed materials, website, contracting and purchasing, and staff training. The Consultant will also review the communications plan, public notification, and other communication processes.

The Consultant will also inventory City-owned buildings, sidewalks leading up to those buildings, and signals. The Consultant will use checklists to inventory ADA compliance. All ADA compliance data will be coded into GIS. The Consultant will develop checklists to be used when evaluating facilities. Inventory sheets will be provided for buildings and public right-of-way (e.g., curb ramps, sidewalks, pedestrian signals, and bus stops).

The Consultant will develop a technical memorandum that summarizes the findings of the self-evaluation and inventory process and provides guidance for resolving compliance issues. This memorandum will be incorporated into the Final ADA Transition Plan.

The Consultant will also review the existing ADA inventory that the City has completed, which includes sidewalks.

## SCOPE OF WORK (continued)

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### Assumptions

- Up to two consultants will meet with City Staff to provide information and guidance on how to complete the self-evaluation.
- Up to one consultant will inventory up to 25 signals and up to 40 buildings/marina facilities (map attached).

### Deliverables

- Self-evaluation form.
- Checklists for buildings and public right-of-way (e.g., curb ramps, sidewalks, pedestrian signals, and bus stops).
- Draft and Final technical memorandum documenting self-evaluation and inventory results.

### Task 301 – Cost Estimates

The Consultant will provide cost estimates for up to 15 projects and/or programs. The Consultant will work with City Staff to develop a schedule and document available costs to remove barriers in the City.

### Assumptions

- One consultant will spend up to 3 days in the field to conduct a site review of up to 15 projects. City Staff is encouraged to attend.

### Deliverables

- Draft and final cost estimates spreadsheet.

### Task 401 – Prioritization Process

The prioritization process will be developed in coordination with City Staff as well as input from the public. This will help identify the areas where the City should concentrate its future improvement efforts. This process will develop a proximity-based analysis using measures such as the following:

- Population characteristics (known and existing mapped populations)
- High pedestrian generators such as schools, community centers, parks, medical facilities, government centers, and transit.
- Roadway characteristics (average daily traffic, speed limits, public transit service)
- City owned buildings (evaluated based on the amount and type of public access)

### Assumptions

- City Staff will provide relevant GIS data as needed.

### Deliverables

- Prioritization Heat Map.

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## SCOPE OF WORK (continued)

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### Task 501 – Draft and Final Plan

This task includes development of the ADA Transition Plan, which will be consistent with the attached annotated outline. The ADA Transition Plan will include sections describing the following:

- Public input process.
- ADA coordinator position and policies.
- Self-evaluation results and recommendations.
- Transitions plans for right-of-way using a prioritization process.

#### Deliverables

- Draft and Final ADA Transition Plan.

### Task 601 – Community Outreach

The Consultant will provide support to City Staff to complete outreach efforts, which may include support of City coordination activities with the community, development of meeting agendas and materials, and outreach efforts to the community.

The Consultant will work with City Staff to facilitate two outreach meetings that cover the following:

- Discuss the self-evaluation and inventory results and recommendations for improvement.
- Discuss the Draft ADA Transition Plan.

#### Assumptions

- Up to two consultants will attend up to two outreach meetings.

#### Deliverables

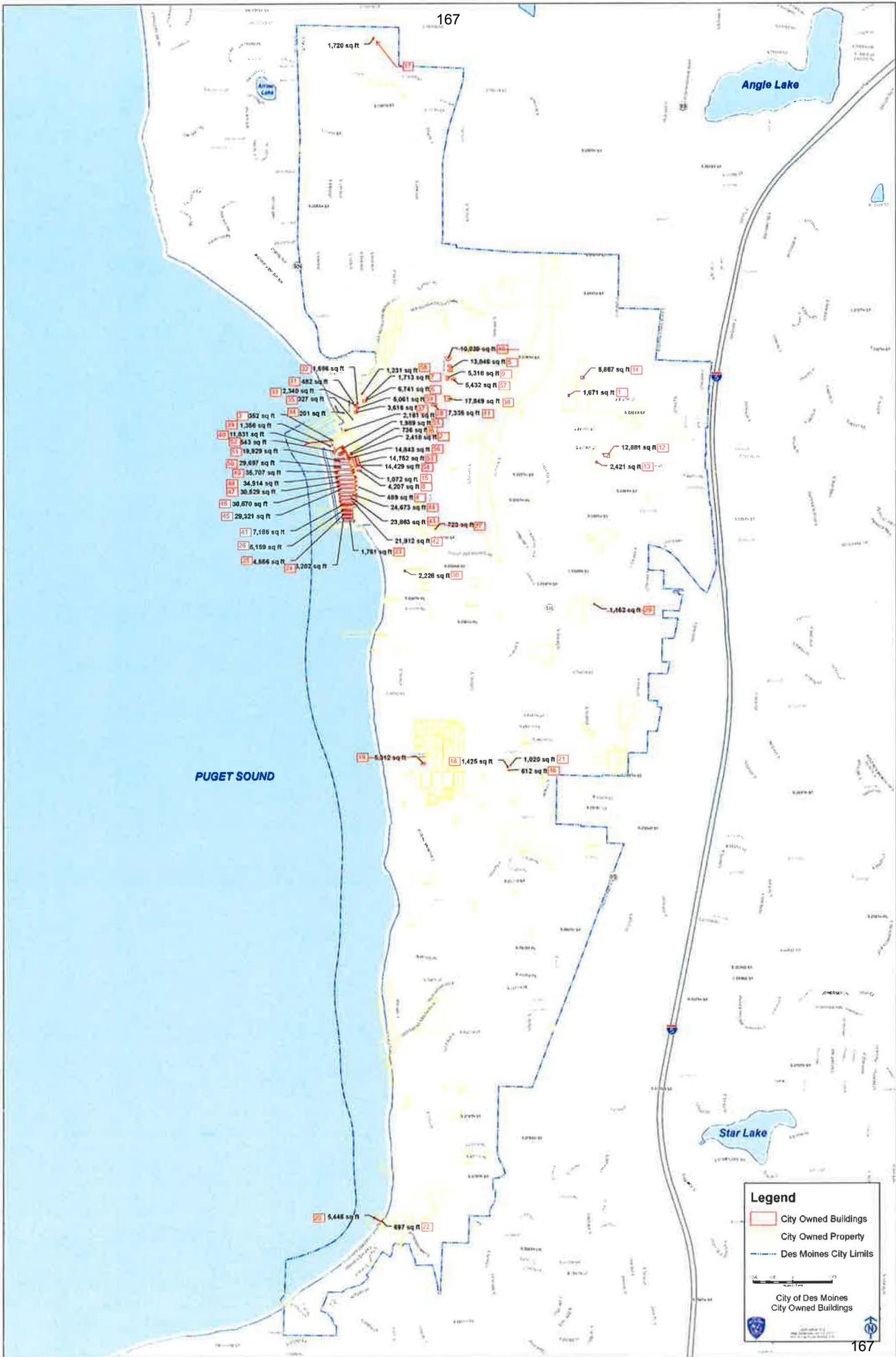
- Meeting materials and agendas as needed.

Client: City of Des Moines  
 Project: Des Moines 2016-17 On-Call  
 Project No: TA 2017-07

**ADA Transition Plan  
 Budget Summary**

Phase / Task	Direct Salary Cost	DSC OH * 184.88	DSC + OH	Fee Amount DSC * 30.00	Total Including Fee	Expenses	Total
<b>PHASE: 07 TA 2017-07 ADA TRANSITION PLAN RPT</b>							
Task: 101 Project Management	1,129.04	2,087.37	3,216.41	338.71	3,555.12	0.00	3,555.12
Task: 201 Self-Evaluation & Inventory	4,301.91	7,953.37	12,255.28	1,290.57	13,545.85	0.00	13,545.85
Task: 202 Review Existing Inventory	1,375.44	2,542.91	3,918.35	412.63	4,330.98	0.00	4,330.98
Task: 203 Checklists	1,127.28	2,084.12	3,211.40	338.18	3,549.58	0.00	3,549.58
Task: 301 Cost Estimates	2,303.78	4,259.23	6,563.01	691.13	7,254.14	0.00	7,254.14
Task: 401 Prioritization Process	2,515.12	4,649.95	7,165.07	754.54	7,919.61	0.00	7,919.61
Task: 501 Draft Plan & Final Plan	3,999.30	7,393.91	11,393.21	1,199.79	12,593.00	0.00	12,593.00
Task: 601 Community Outreach	1,936.76	3,580.68	5,517.44	581.03	6,098.47	0.00	6,098.47
Task: EXP Expenses	0.00	0.00	0.00	0.00	0.00	294.25	294.25
<b>Project Totals:</b>	<b>\$18,688.63</b>	<b>\$34,551.54</b>	<b>\$53,240.17</b>	<b>\$5,606.58</b>	<b>\$58,846.75</b>	<b>\$294.25</b>	<b>\$59,141.00</b>





N/A
Parks and Rec
Marina
Administration/City Hall
Public Works
Police

Included in ADA Inventory	Full Address	Building Type	PropName	SiteAddress	DistrictName	PLATNAME	KC_ZONING	PresentUse
Yes	1	21800 20TH AVE S	Main Building					
Yes	2	22307 DOCK AVE S	Main Building					
Yes	3	22307 DOCK AVE S	Accessory Bldg (Garage, shed, etc.)	Des Moines Marina Fishing Pier & Toilet	DES MOINES	DES MOINES TOWN OF	D-C	Marina
Yes	4	22501 DOCK AVE S	Accessory Bldg (Garage, shed, etc.)	Des Moines Marina Parking & Toilet	DES MOINES	DES MOINES CITY OF	D-C	Marina
Yes	5	21630 11TH AVE S	Main Building	DES MOINES CITY HALL	DES MOINES	DES MOINES CITY OF	N-C	Governmental Service
Yes	6	22030 CLIFF AVE S	Main Building	DES MOINES BEACH PARK	DES MOINES	DES MOINES TOWN OF	R-SE	Park, Public(Zoo/Arbor)
Yes	7	22030 CLIFF AVE S	Main Building	DES MOINES BEACH PARK	DES MOINES	DES MOINES TOWN OF	R-SE	Park, Public(Zoo/Arbor)
Yes	8	22501 DOCK AVE S	Main Building	Des Moines Marina Parking & Toilet	DES MOINES	DES MOINES CITY OF	D-C	Marina
Yes	9	21650 11TH AVE S	Main Building	DES MOINES CITY MAINTENANCE BLDG	DES MOINES		RM-2400	Governmental Service
Yes	11	1000 S 220TH ST	Main Building	KING CO PARK	DES MOINES		R-SE	Park, Public(Zoo/Arbor)
No	12	2245 S 223RD ST	Main Building	DES MOINES PUBLIC WORKS	DES MOINES		RS-9600	Warehouse
No	13	2245 S 223RD ST	Accessory Bldg (Garage, shed, etc.)	DES MOINES PUBLIC WORKS	DES MOINES		RS-9600	Warehouse
Yes	14	2045 S 216TH ST	Main Building	DES MOINES ACTIVITY CENTER	DES MOINES		R-SE	Auditorium/Assembly Bldg
Yes	15	22501 DOCK AVE S	Accessory Bldg (Garage, shed, etc.)	Des Moines Marina Parking & Toilet	DES MOINES	DES MOINES CITY OF	D-C	Marina
No	16	24728 16TH AVE S	Accessory Bldg (Garage, shed, etc.)		DES MOINES		R-SE	Single Family(Res Use/Zone)
No	17		Accessory Bldg (Garage, shed, etc.)		DES MOINES	WESTWOOD-DES MOINES	RS-7200	Vacant(Single-family)
No	18	24728 16TH AVE S	Main Building		DES MOINES		R-SE	Single Family(Res Use/Zone)
Yes	20		Marina Docks					
No	21	24728 16TH AVE S	Accessory Bldg (Garage, shed, etc.)		DES MOINES		R-SE	Single Family(Res Use/Zone)
No	22		Accessory Bldg (Garage, shed, etc.)	KING CO PARK/BOAT LAUNCH	DES MOINES	REDONDO BEACH DIV NO	R-SE	Marina
Yes	23		Marina Docks					
Yes	24		Marina Docks	Des Moines Marina Land	DES MOINES		D-C	Marina
Yes	25		Marina Docks	Des Moines Marina Land	DES MOINES		D-C	Marina
Yes	26		Marina Docks	Des Moines Marina Land	DES MOINES		D-C	Marina
No	28	22047 CLIFF AVE S	Main Building		DES MOINES	DES MOINES TOWN OF	R-SE	Single Family(Res Use/Zone)
Yes	31	22030 CLIFF AVE S	Main Building	DES MOINES BEACH PARK	DES MOINES	DES MOINES TOWN OF	R-SE	Park, Public(Zoo/Arbor)
Yes	32	22030 CLIFF AVE S	Main Building	DES MOINES BEACH PARK	DES MOINES	DES MOINES TOWN OF	R-SE	Park, Public(Zoo/Arbor)
Yes	33	22030 CLIFF AVE S	Main Building	DES MOINES BEACH PARK	DES MOINES	DES MOINES TOWN OF	R-SE	Park, Public(Zoo/Arbor)
Yes	34	22030 CLIFF AVE S	Main Building					
Yes	35	22030 CLIFF AVE S	Main Building	DES MOINES BEACH PARK	DES MOINES	DES MOINES TOWN OF	R-SE	Park, Public(Zoo/Arbor)
No	36	22307 DOCK AVE S	Accessory Bldg (Garage, shed, etc.)	Des Moines Marina Office	DES MOINES		D-C	Marina
Yes	37	22030 CLIFF AVE S	Main Building	DES MOINES BEACH PARK	DES MOINES	DES MOINES TOWN OF	R-SE	Park, Public(Zoo/Arbor)
Yes	38	21650 11TH AVE S	Main Building	DES MOINES & POLICE	DES MOINES		N-C	Governmental Service
Yes	39		Marina Docks	Des Moines Marina Fishing Pier & Toilet	DES MOINES	DES MOINES TOWN OF	D-C	Marina
Yes	40		Marina Docks	Des Moines Marina Fishing Pier & Toilet	DES MOINES	DES MOINES TOWN OF	R-SE	Vacant(Single-family)
Yes	41		Marina Docks	Des Moines Marina Park	DES MOINES	DES MOINES CITY OF	D-C	Park, Public(Zoo/Arbor)
Yes	42		Marina Docks	Des Moines Marina County Part	DES MOINES	DES MOINES CITY OF	D-C	Marina
Yes	43		Marina Docks	Des Moines Marina County Part	DES MOINES	DES MOINES CITY OF	D-C	Marina
Yes	44		Marina Docks	Des Moines Marina Parking & Toilet	DES MOINES	DES MOINES CITY OF	D-C	Marina
Yes	45		Marina Docks	Des Moines Marina Parking & Toilet	DES MOINES	DES MOINES CITY OF	D-C	Marina
Yes	46		Marina Docks	Des Moines Marina Parking & Toilet	DES MOINES	DES MOINES CITY OF	D-C	Marina
Yes	47		Marina Docks	Des Moines Marina Parking & Toilet	DES MOINES	DES MOINES CITY OF	D-C	Marina
Yes	48		Marina Docks	Des Moines Marina Parking & Toilet	DES MOINES	DES MOINES CITY OF	D-C	Marina
Yes	49		Marina Docks	Des Moines Marina County Part	DES MOINES	DES MOINES CITY OF	D-C	Marina
Yes	50		Marina Docks	Des Moines Marina Parking & Toilet	DES MOINES	DES MOINES CITY OF	D-C	Marina
Yes	51		Marina Docks	Des Moines Marina Office	DES MOINES		D-C	Marina
Yes	52		Marina Docks	Des Moines Marina Fishing Pier & Toilet	DES MOINES	DES MOINES TOWN OF	D-C	Marina
Yes	53	22501 DOCK AVE S	Accessory Bldg (Garage, shed, etc.)	Des Moines Marina Office	DES MOINES	DES MOINES CITY OF	D-C	Marina
Yes	54	22501 DOCK AVE S	Accessory Bldg (Garage, shed, etc.)	Des Moines Marina Office	DES MOINES	DES MOINES CITY OF	D-C	Marina
Yes	55		Main Building					
Yes	56		Main Building	Des Moines Marina Office	DES MOINES		D-C	Marina
Yes	57	21650 11TH AVE S	Accessory Bldg (Garage, shed, etc.)	DES MOINES CITY MAINTENANCE BLDG	DES MOINES		RM-2400	Governmental Service
Yes	58	22030 CLIFF AVE S	Main Building	DES MOINES BEACH PARK	DES MOINES	DES MOINES TOWN OF	R-SE	Park, Public(Zoo/Arbor)
Yes	59	22030 CLIFF AVE S	Main Building	DES MOINES BEACH PARK	DES MOINES	DES MOINES TOWN OF	R-SE	Park, Public(Zoo/Arbor)

## MEMORANDUM

**DATE:** March 20, 2017  
**TO:** Andrew Merges, City of Des Moines  
**FROM:** Erinn Ellig  
 Cindy Clark  
**SUBJECT:** City of Des Moines ADA Transition Plan Outline  
**CC:**

This memo summarizes the annotated outline for the City of Des Moines ADA Transition Plan.

1. **Executive Summary**
  - a. This section of the plan will contain the front matter
2. **Introduction and Administrative Information**
  - a. Purpose: this will include a description of the reasons for initiating the ADA transition plan process, including a description of the importance to ensure access for Americans with disabilities.
  - b. Americans with Disability Act Background and Definition: this section will describe what the ADA is and include a description of the various titles, what the definition of access is (physical accessibility and program accessibility), and what the definition of undue burden is.
  - c. Washington State Disabilities Law: this section will describe the Washington State disability law, which expands the definition of disability compared to the federal ADA.
  - d. City of Des Moines ADA Responsibilities: this section would describe what the city is responsible for ensuring as part of the ADA, including a description of what the transition plan should include.
3. **Public Participation and Input**
  - a. This section will describe the public participation process and the input that was collected.
4. **ADA Coordinator and Policies**
  - a. ADA Coordinator: this will describe what an ADA coordinator is and what their responsibilities are. If an ADA Coordinator has been identified, their contact information could be included in this section.
  - b. ADA Notice: this section will describe the ADA notice and where it must be posted.
  - c. Grievance Procedure: this section will describe the grievance procedure adopted by the city.
5. **Self-Evaluation:** this section will describe the findings and recommendations of the self-evaluation
  - a. Programs, Services, and Activities
    - i. Customer Service
    - ii. Public Meetings, Hearings, and Events
    - iii. Printed Materials
    - iv. Website
    - v. Contracting/purchasing
    - vi. Staff training
  - b. City Facilities, Streets, and Parks
    - i. Buildings
    - ii. Public Right-of-Way

- iii. Parks and Recreational Facilities
  - iv. Maintenance
- 6. Transition Plans:** this section will describe the transition plans for programs, services, and activities; and facilities, streets, and parks. Transition plans will include prioritization, funding, and scheduling.
- a. Programs, Services, and Activities
    - i. Customer Service
    - ii. Public Meetings, Hearings, and Events
    - iii. Printed Materials
    - iv. Website
    - v. Contracting/purchasing
    - vi. Staff training
  - b. City Facilities, Streets, and Parks
    - i. Buildings
    - ii. Public Right-of-Way
    - iii. Parks and Recreational Facilities
    - iv. Maintenance
- 7. Next Steps:** this section will summarize the plan and describe next steps, such as future inventory efforts, etc.

# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: State Environmental Policy Act (SEPA) Categorical Exemption Flexible Thresholds

ATTACHMENTS:

1. SEPA Regulations Matrix
2. Adopted Categorical Thresholds for Adjacent Jurisdictions

FOR AGENDA OF: May 11, 2017

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: May 4, 2017

CLEARANCES:

- Community Development LT
- Marina \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_

CHIEF OPERATIONS OFFICER: DTB

- Legal DTB
- Finance \_\_\_\_\_
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

APPROVED BY CITY-MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this agenda item is to provide the City Council with an overview of State and Des Moines codes relating to the State Environmental Policy Act (SEPA) and to discuss potential changes to the City’s adopted categorical exemption flexible thresholds in DMMC 16.05.330 and the maximum thresholds allowed under WAC 197-11-800(1).

**Suggested Motions:**

**Recommended Motion:** “I move to direct staff to develop a draft ordinance to increase the categorical exemption levels for minor new construction to the maximum threshold allowed per WAC 197-11-800(1).”

**Alternate Motion:** “I move to direct staff to develop a draft ordinance to increase the categorical exemption levels for minor new construction to a level that is commensurate with neighboring jurisdictions.”

### **Background**

The State Environmental Policy Act of 1971 provided Washington State’s basic environmental charter. Prior to its adoption, there were concerns that government decisions did not reflect environmental considerations. State and local agencies had responded that there was no authority for them to address environmental issues. SEPA, modeled after the National Environmental Policy Act (1969), was enacted to fill this need. It gives agencies the tools to both consider and mitigate for the environmental impacts of proposals. Provisions were also included to ensure the involvement of the public, tribes, and interested agencies in decisions with environmental impacts. (*A Short Course in Local Planning Resource Guide, Planning Association of Washington & State of Washington Department of Commerce*)

SEPA rules are codified in Chapter 197-11 Washington Administrative Code (WAC). WAC 197-11-800 lists those proposed actions which are categorically exempt – those action which do not significantly affect the environment and do not require a threshold determination or any environmental document to be prepared. Further, WAC 197-11-800(1)(c) and (d) contain flexible thresholds whereby cities or counties may raise categorical exemption levels to specified maximum levels by implementing an ordinance or resolution. Agencies may adopt the maximum level, or a level between the minimum and maximum level. Cities and counties must document that adequate adopted development regulations, and applicable state and federal regulations are in place to protect and mitigate impacts to the environment and cultural and historic resources.

The Washington State Legislature passed SB 6406 in 2012. Phase 1 of this bill increased the categorical exemption thresholds and became effective on January 1, 2013. The following table contains a summary of the increased flexible threshold levels and the current thresholds adopted by the City in DMMC 16.05.330.

<b>Project Types</b>	<b>WAC 197-11-800(1)(d) Maximum Thresholds</b>	<b>DMMC 16.05.330 Adopted Categorical Exemptions</b>
Single Family Residential	30 units	
Multifamily Residential	60 units	15 units
Barn, loafing shed, farm equipment storage, produce storage or packing structure	40,000 square feet	
Office, school, commercial, recreational, service, storage building, parking facilities	30,000 square feet and 90 parking spaces	10,000 square feet and 35 parking spaces
Fill or excavation	1,000 cubic yards	300 cubic yards

### **Discussion**

In 2012, the State Legislature directed the Department of Ecology to update SEPA to further streamline the regulatory process and achieve program efficiencies. The maximum SEPA thresholds were increased, allowing jurisdictions to exempt a wider range of development projects from SEPA review while maintaining current levels of natural resource protection. The new rules took effect on May 10, 2014; however, the new exemption thresholds must be formally adopted by the City Council before the City can utilize them.

New construction less than the flexible exemption threshold has a relatively low chance of significant impact when appropriate mitigations are provided in the rules and regulations implemented through the permit process. In fact, most impacts associated with development have been evaluated under prior SEPA review of the codes related to zoning, design and environmental regulations. In most cases, there are no additional conditions needed for projects because the City determines that impacts are covered under existing regulations which have become very detailed (refer to Attachment 1). For that reason, the SEPA process has become less valuable to the City and more redundant to applicants. This provides opportunities for regulatory streamlining.

The typical SEPA application requires preparation of an environmental checklist. In this checklist, applicants discuss the potential impacts of the project to a wide variety of environmental elements (i.e. wildlife, plants, transportation, aesthetics, air quality, earth, water and so forth). An efficient professional is able to prepare the checklist in about eight hours. City charges a fee for reviewing the checklist and completing SEPA review. Additionally, SEPA review typically adds about one month to the permit review timeline as the City must provide notice to the public, tribes and neighboring jurisdictions, determine what regulations are currently in place to cover environmental impacts of the project, and determine if conditions are needed to address impacts. If threshold levels are raised, it would save the City and the applicant time and money, and would streamline the development review process.

Attachment 2 shows the categorical exemptions adopted by adjacent jurisdictions, some of which have not been updated to the new thresholds that became effective in 2014. Council could consider raising the City's exemptions to the maximum thresholds allowed (e.g., City of Kent) or raise them to a level commensurate to our adjacent jurisdictions (e.g., City of SeaTac).

The City Council could also consider SEPA exemption thresholds for a single family development with less than 30 units, multifamily less than 60 units, 30,000 square feet for commercial with less than 90 parking stalls, and 1,000 cubic yards of fill. Projects like the Adriana and Marina 87 would still go through SEPA as they are larger projects. Smaller projects that easily fall under code such as Des Moines Theater, Sea-Mar Mixed Use Housing and Seascape Mixed Use would not go through the SEPA process. If the City raised the threshold it would exempt some of the smaller projects that currently require SEPA review.

***Other Resource Requirements for Adopting New Thresholds:***

Prior to adopting new thresholds, the City shall notify local tribes, agencies with expertise and affected jurisdictions, the Department of Ecology and the public, providing a 60-day comment period.

The new SEPA rules also require the City to document its public notice and comment procedures for projects included in the increased exemption levels. Public notice and comment is most commonly provided for those applications requiring SEPA review as well as land use applications such as conditional use permits, subdivisions and shoreline substantial development permits.

**Cultural Resources:** The City must also document how specific adopted development regulations and applicable state and federal laws provide adequate protections for cultural and historic resources. Chapter 18.215 DMMC - Protection of Historic and Archeological Resources addresses Landmark Designation and Preservation.

**Alternatives**

The City Council may:

1. Increase the categorical exemption level for minor new construction to the maximum threshold allowed per WAC 197-11-800(1).
2. Increase the categorical exemption level for minor new construction to a level that is commensurate with neighboring jurisdictions.
3. Decline to increase the categorical exemption levels for minor new construction.

**Financial Impact**

Increasing the SEPA exemption thresholds is intended to facilitate redevelopment efforts within the City by streamlining the permit review and approval process and reducing the cost in time and money to both the developer and the City.

**Recommendation/Conclusion**

Staff recommends that the City Council increase the categorical exemption level for minor new construction to the maximum threshold allowed per WAC 197-11-800(1).

**Concurrence**

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

<b>SEPA Authority by Element of the Environment (WAC 197-11-444)</b>	<b>How Addressed by Other Codes/Rules</b>
Earth	Chapter 14.20 DMMC – Land Filling, Clearing and Grading Code; Chapter 11.08 DMMC – Surface Water Management Program; Chapter 11.20 DMMC – National Pollution Discharge Elimination System (NPDES); Chapter 16.10 DMMC – Environmentally Critical Areas; Title 18 DMMC - Zoning
Air	United States Environmental Protection Agency (EPA); Washington State Department of Ecology, Chapter 173-400 WAC – General Regulations for Air Pollution Sources; Puget Sound Clean Air Authority
Water	Chapter 11.08 DMMC – Surface Water Management Program; Chapter 11.20 DMMC – National Pollution Discharge Elimination System (NPDES); Chapter 16.10 DMMC – Environmentally Critical Areas; Chapter 16.20 DMMC – Shoreline Master Program  State Hydraulic Project Approvals; WAC 173-201A – Water Quality Standards for Surface Waters of the State of Washington; WAC 173-200 – Water Quality Standards for Ground Waters of the State of Washington
Plants and Animals	Chapter 16.10 DMMC – Environmentally Critical Areas; Chapter 17.35 DMMC – Layout and Design of Subdivisions and Similar Requirements; Chapter 18.195 DMMC – Landscaping and Screening; Chapter 16.20 DMMC – Shoreline Master Program  Federal and State Endangered Species Regulations in 16 USC §1531 et seq. and Chapter 77.12 RCW
Environmental Health	Chapter 7.16 DMMC – Maximum Environmental Noise Levels  Federal, state, and regional regulations, as well as local Fire and Building Codes are the primary means of mitigating risks associated with hazardous and toxic materials
Land and Shoreline Use	Chapter 16.10 DMMC – Environmentally Critical Areas; Title 18 DMMC – Zoning; Chapter 16.20 DMMC – Shoreline Master Program; Title 17 DMMC - Subdivisions

Housing	Title 18 DMMC - Zoning and development standards provide for a broad range of housing types in the City and zone for a variety of densities
Aesthetics	Chapter 18.235 DMMC – Design Review; Pacific Ridge Neighborhood Design Guidelines; Marina District Design Guidelines;
Light and Glare	Title 18 DMMC – Zoning; Chapter 18.235 DMMC – Design Review; Pacific Ridge Neighborhood Design Guidelines; Marina District Design Guidelines
Recreation	Title 17 DMMC – Subdivisions; Chapter 16.20 DMMC – Shoreline Master Program; Chapter 18.230 DMMC – Planned Unit Developments; Chapter 18.155 DMMC – Multifamily Recreation Areas; Parks, Recreation, and Senior Services 2016 Master Plan
Historic and Cultural Preservation	Chapter 18.215 DMMC - Protection of Historic and Archeological Resources  Federal and State regulations that address the protection of cultural and archeological resources include RCW 27.34, 27.53 & 27.44; and WAC 25.48
Transportation	Title 12 DMMC – Streets, Sidewalks, and Public Places, including Chapter 12.15 DMMC – Street Development Standards, Chapter 12.40 DMMC – Transportation Impact Fees, Chapter 12.70 DMMC – Commute Trip Reduction
Public Services and Utilities	Chapter 14.10 DMMC – Fire Code, Additional Requirements and Amendments; Title 11 DMMC – Utilities; Chapter 17.35 DMMC – Layout and Design of Subdivisions and Similar Requirements; Chapter 7.08 DMMC – Solid Waste Disposal and Collection

<b>Project Types</b>	<b>WAC 197-11-800(1)(d) Maximum Thresholds</b>	<b>Des Moines DMMC 16.05.330 Adopted Categorical Exemptions</b>	<b>SeaTac SMC 16A.23.060(E) Adopted Categorical Exemptions</b>	<b>Burien BMC 14.10.040(1)(a) Adopted Categorical Exemptions</b>	<b>Kent KMC 11.03.210(A) Adopted Categorical Exemptions</b>	<b>Federal Way FWMC 14.15.030(1) Adopted Categorical Exemptions</b>
Single Family Residential	30 units		9 units	20 units	30 units	
Multifamily Residential	60 units	15 units	20 units	20 units	60 units	20 units
Barn, loafing shed, farm equipment storage, produce storage or packing structure	40,000 square feet				40,000 square feet	10,000 square feet
Office, school, commercial, recreational, service, storage building, parking facilities	30,000 square feet and 90 parking spaces	10,000 square feet and 35 parking spaces	12,000 square feet and 50 parking spaces	12,000 square feet and 40 parking spaces	30,000 square feet and 90 parking spaces	12,000 square feet and 40 parking spaces
Fill or excavation	1,000 cubic yards	300 cubic yards	750 cubic yards	500 cubic yards	1,000 cubic yards	500 cubic yards

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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: 2017 Budget Adjustment

FOR AGENDA OF: May 11, 2017

DEPT. OF ORIGIN: Finance

ATTACHMENTS:

1. Draft Ordinance No. 17-050
2. Appendix A
3. Appendix A Detail
4. Appendix B

DATE SUBMITTED: May 4, 2017

CLEARANCES:

- Community Development \_\_\_\_\_
- Marina \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works pk

CHIEF OPERATIONS OFFICER: DSB

- Legal AG
- Finance Am
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this agenda item is for City Council to review and approve an amendment to the 2017 Operating and Capital Budgets.

**Suggested Motion**

**Motion 1:** "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 17-050 on first reading."

**Motion 2:** "I move to enact Draft Ordinance No. 17-050 amending the 2017 Operating and Capital Budgets with the updated Appendix A & B and authorizing the update to the 2017-2022 Capital Improvement Plan with the changes included in Appendix B."

## **Background**

The current and capital revenues and expenditures for the City differ from forecasts used to create the 2017 budget, enacted by Ordinance No.1668, and such differences justify certain adjustments regarding obligations incurred and expenditures of proceeds for fiscal year 2017.

In addition to numerical changes, there is also a structural change to the original budget based on Council discussion and changes in funds as based on the amendments to DMMC Title 3 adopted on April 13, 2017. Those Title 3 changes 1) restricted the use of water and sewer franchise fee payments to the Arterial Street fund consistent with the adopted 2017 budget; 2) created the new Downtown Waterfront Zone consistent with the adopted 2017 budget and 3) created a new Fee Based Development special revenue fund. This third change was not part of the adopted 2017 budget and therefore the budgetary authority for this change is included in this budget adjustment.

## **Discussion: Operating Changes**

**GENERAL FUND.** This budget adjustment changes fund balance, revenue and expenditure authorities. The beginning fund balance amount is hereby changed from the original budget *estimate* of \$3,385,914 to the *actual* beginning fund balance of \$4,440,725 which is an increase of \$1,054,811.

### ***Changes in interfund transfers.***

1. The General Fund transfer out of \$1,507,686 is to fund the spin off of the new Development (Fee Based) special revenue fund. This amount was determined based on applying the new fund's definition of revenues and expenditures to 2016's activity. The transfer is the net difference.
2. Cancel the transfer in from the Waterfront Zone paid parking program. In the original budget, a \$100,000 annual transfer from paid parking was included per the five year forecast. The forecast used this annual transfer to ensure general fund sustainability. Revised, enhanced revenue estimates and council's priority to fund Waterfront Zone improvement results in removal of the transfer from the 2017 budget and all future years of the five year forecast.
3. One Time Sales/B&O Taxes were originally budgeted at zero (assumed no one time revenues). This adjustment will provide authority for Finance to transfer the One Time Sales/B&O Taxes to the construction fund each month per Council policy up to \$700,000.

### ***Changes in revenues and expenditure appropriations.***

1. One Time Sales/B&O Taxes were originally budgeted at zero (assumed no one time revenues). This provides an estimate for current year one-time revenues available for transfer out.
2. The economic growth has resulted in higher than budgeted B&O tax collections in January. \$50,247 is added into the current year revenue estimate.
3. The Port of Seattle grant work was not completed last year and so carries into this year. \$52,715 of cost and \$26,357 revenue reimbursement is added to the 2017 budget.
4. Traffic infraction revenue for the first quarter is less than prior year and so revenue estimates are lowered by (\$153,000). Red Light Running revenues, however, are on pace to exceed the 2017

original budget estimate of \$970,000 and \$530,000 is added to the baseline budget to increase the annual baseline to \$1.5 million.

5. The court is requesting \$3,400 for the purchase of an additional scanner to more efficiently manage the volume of paperwork generated by the red light camera tickets.
6. Studies have shown Red Light Running programs generate more money in the first full year of operations than it will in subsequent years as the public becomes educated over time and violation frequency decreases. The difference between the estimated maximum annual collections and the more normalized, sustainable level of revenue from citations is considered One-Time Red Light Running revenues. As the program is still new, the estimated One-Time Red Light Running revenues is included as \$255,000. This One-Time Revenue source is used to fund two 24 month Limited Duration positions: Asst. Police Chief and Court Clerk.
7. The 2017 budget included two frozen, unfunded positions: 1) Executive Asst./HR Technician and 2) Asst. City Manager/Economic Development Director. These positions have been eliminated and replaced with two new positions: 1) Deputy City Clerk (5/1/2017) and 2) Chief Operations Officer (12/1/2016) and have been funded in the 2017 revised budget. Additionally, two new Director level positions have been added since the 2017 original budget was passed: 1) Public Works Director (12/15/2016) and Community Development Director (5/1/2017) and two positions have been eliminated: 1) Associate Transportation Engineer position (12/15/2016) (vacated through promotion) and one Permit Coordinator position (vacated through retirement 9/15/2017). Also, the Community Development Office Asst. has been funded for an upgrade to Permit Specialist (3/15/2017). While two previously frozen, unfunded positions have now been funded, there are no new net increases in FTE's. The total increase in the 2017 Revised budget (including pro-rated start dates) is \$184,490. The long-term sustainability impact (all positions at top step - 2017 rates) is \$461,230 of which \$314,710 is to restore funding for two (previously frozen) positions.

Please note the Community Development Director position (included above) will reside as part of the new Development (Fee Based) special revenue fund rather than the General Fund and will be funded through development fees rather than through taxes. The 2017 Revised total for this position is \$107,165 and the sustainability impact is \$176,000.

8. Minimum wage increased as of January 1, 2017. Also the Recreation division re-evaluated summer Extra Hire staffing levels based on prior summer actual activity and increased its budgeted summer FTE's by .572. The total impact of these changes on Recreation is \$41,600.
9. The 2015-2018 contract negotiations with the Police Guild have concluded and the contract settled. The retroactive personnel costs which are calculated as the difference between what Guild members were paid (at the 2014 rates) and the rates for each year determined by contract through the current pay period. Final calculations are still pending but the estimate is \$230,000.
10. The arbitration costs to settle the Teamster's claim is expected to be \$30,000. \$10,000 of this is expected to be absorbed within the existing professional services budget. An additional supplement of \$20,000 is estimated to be necessary to cover the remaining costs.
11. Last year's budget contained several cost containment measures which affected delivery of public services. One of those measurers was to cut back on the mowing schedule in the

Landscape Contract. The prior services levels are restored in 2017 at an additional cost of \$33,000.

12. On March 9, 2017 Council approved the City’s participation in funding the Ultra Fine Particles study. This provides budget appropriation for the approved \$25,000 for the city’s share of the funding obligation.
13. With the reorganization and updated reallocations of a variety of positions to more accurately reflect program costs, the charges for several interfund services (policy & support services, self-insurance, etc.) across all programs City wide (including programs within the General Fund) was also updated. The Policy & Support Service charges to General Fund programs increase is \$2,074,480 and the increase in Policy & Support Service charges to Other Funds’ programs is \$232,033.
14. Normally, reductions to expenditure budgets are not brought to Council for budget adjustment. Since major portions of development activity currently budgeted in the General Fund will not actually occur inside the General fund, it is prudent to remove both revenue and expenditure budgets related to that activity. The impact of moving the fee based development activity out of the General Fund into its own special revenue fund is as follows:

	Expenditures	Revenues
Planning & Development	(346,265)	(479,000)
Com Develop Grants	(50,340)	(53,000)
Building & Permits	(756,300)	(948,145)
Minor Home Repair Grants	(25,085)	(25,000)
Engineering	(764,098)	(457,570)

***Changes to ending fund balance.***

The net effect of all changes to beginning fund balance, revenues and expenditures results in a net decrease of \$(10,936) in budgeted Ending Fund Balance.

**ARTERIAL STREET PAVEMENT FUND.** The funding for the Arterial Street Pavement fund comes from the 2<sup>nd</sup> \$20 car tab fee collected by the Transportation Benefit District (TBD) fund and the water & sewer franchise fees. The \$24,100 change in appropriation is to increase the design budget for the first Arterial Street Paving project from \$40,000 to \$64,100. This is a timing difference and does not affect the total project cost estimates at this time.

**DEVELOPMENT (FEE BASED) FUND.** This is the new fund authorized by Council on April 13, 2017. This fund is established with a transfer in from the General Fund \$1,507,686. This amount was determined based on applying the new fund’s definition of revenues and expenditures to 2016’s activity and this amount is the net difference. The amount of revenue increase in the Development Fund is the same as the decrease in the General Fund. The amount of expenditure increase in the Development Fund is more than the decrease in the General Fund. This is because in addition to moving the original costs from the General Fund, additional costs have been added due to the new calculations of allocated interfund services and due to the addition of the Community Development Director position discussed above. The revenue estimates currently assume no revenue from projects with valuations over \$15 million (one time development revenues).

	Expenditures	Revenues
Transfer In from General Fund		1,507,686
Add Position Funding: Comm Develop Director 5/1/17	93,737	
Planning & Development	365,058	479,000
Com Develop Grants	50,318	53,000
Building & Permits	791,592	948,145
Minor Home Repair Grants	25,000	25,000
Engineering	865,281	457,570
Budgeted Ending Fund Balance	1,279,415	

**(DOWN TOWN) WATERFRONT ZONE FUND.** Cancel the transfer in from the Waterfront Zone paid parking program. In the original budget, a \$100,000 annual transfer from paid parking was included per the five year forecast. The forecast used this annual transfer to ensure general fund sustainability. Revised, enhanced revenue estimates and council's priority to fund Waterfront Zone improvement results in removal of the transfer from the 2017 budget and all future years of the five year forecast.

**PBPW AUTOMATION FEE FUND.** For a one time cost of only \$3,000 for software upgrades staff is working to improve service to the public by implementing an on-line right-of-way application and payment system. This will also remove the need for the current manual billing process to government agencies.

**ABATEMENT FUND.** The cost to abate the Golka property (as previously presented to Council) was approximately \$20,000. There will be a lien placed on the property and when it sells the City has a right to recover its costs. The sale may be several years in the future, but when the lien is collected the money can be returned to this fund as "seed money" (so it will have money on hand to fund the next major abatement project) or it can be returned to the general fund. Abatement work was originally expected to be finished in 2016, but was not actually finished until 2017. This creates budget authority for the 2017 expenditures (carry over) of \$16,000.

**ASE – AUTOMATED SCHOOL ZONE FUND.**

The revenue reduction reflects a prior year change in the court's software system. There are currently two school zone locations: Woodmont and Midway. These two locations are now being coded together. The \$6,000 revenue is a duplicate estimate and is therefore being removed.

**CONSTRUCTION FUND.** While a budget adjustment is not technically required to approve Transfers-in, these are shown to match to the Transfer Out activity in the other funds.

**Discussion: Construction Project Changes**

Budgets for capital projects reflect the total budgeted cost of the project without regard to how many years it takes from start to project completion. So the 2017 Capital Budget as outlined in Appendix B is the sum of all costs related to projects approved through 2017 (regardless of what year the project started or when the project is expected to be complete); it reflects the total budget to complete the

project as described in the individual project sheets of the capital budget. The 2017 Revised column reflects the total project budget as amended by Draft Ordinance 17-050.

**S 200<sup>th</sup> St Safe Routes to School.** This project is canceled as the grant application to pay for this project was not selected for funding.

**Street Fund Projects: ADA Transition Plan, Street Standards Update, Twin Bridge Repair.** These projects were included in the operating budget and there is no change in total amount. This just adds these projects to the capital budget for visibility and tracking purposes as they may cross calendar years from start to finish.

**Parkside Park.** Construction bid higher than engineer's estimate. No new grant funding available for increase; additional cost to be covered by REET.

**City Hall Generator.** There is no change to the scope of this project, but it has been reclassified from a Fund 506 (Facility Repairs/Replacement) to fund Fund 310 (Municipal Capital Projects) as this a new asset addition and does not replace/repair an existing asset. Final design lowers project cost estimate.

**Redondo Boardwalk.** There is continuing follow up required with the contractor to resolve warranty issues and settle disputed billing amounts. An increase of \$13,000 will cover year to date costs and provide for continued staff follow up.

**Marina Rental Building.** This project was included as part of the 2017-2022 Capital Plan as there was a tenant available and interested in opening a business location on the Marina floor. The tenant has since decided not to expand their business at this time. This (\$300,000) project is cancelled pending further direction based on the Marina economic development plan process.

**Annual Pipe Replacement Program/S223rd Stormwater Improvements.** \$328,000 of the original \$377,000 project has been re-prioritized to an emergent need for pipe and other stormwater improvements thereby creating a new project. This is a companion project created in conjunction with the S 223<sup>rd</sup> Road Improvement Project. The road project revealed additional, immediate needs to control surface water.

**City Facility Condition Assessment.** \$10,000 project to cover consultant and city staff time to create an inventory and condition assessment of city facilities. This has been added as a Fund 506 Facility Repair/Replacement project.

**Alternatives:**

Council can amend or deny any/all of the requests.

**Recommendation or Conclusion**

Staff recommends council approves the transfers and changes to the operating and capital budgets.

**Concurrence**

Public works and Finance concur.

## CITY ATTORNEY'S FIRST DRAFT 04/11/2017

## DRAFT ORDINANCE NO. 17-050

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to municipal finance, amending Ordinance No. 1668 (uncodified) (Operating and Capital Budgets 2017), and authorizing certain expenditures in the amounts specified in this Ordinance.

WHEREAS, the City Council finds that current capital revenues and expenditures for the City differ from forecasts used to create the 2017 budget, enacted by Ordinance No. 1668, and further finds that such differences justify certain adjustments regarding obligations incurred and expenditures of proceeds for fiscal year 2017, and

WHEREAS, the City Council finds that the 2017 amendments to the City's 2017 budget are in the public interest; now therefore,

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

**Sec. 1. Findings.** Each and every of the findings expressed in the recitals to this Ordinance are hereby adopted and incorporated by reference.

**Sec. 2. Amendment to 2017 Budget.** Exhibit "A" of Ordinance No. 1668 (uncodified) (2017 Operating Budget) is amended as attached to this ordinance. Exhibit "B" of Ordinance No. 1668 (uncodified) (2017 Capital Budget) is amended as attached to this ordinance.

**Sec. 3. Ratification and confirmation.** All acts taken by City officers and staff prior to the enactment of this Ordinance that are consistent with and in furtherance of the purpose or intent of this Ordinance are hereby ratified and confirmed by the City Council.

**Sec. 4. Severability - Construction.**

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

Ordinance No. \_\_\_\_\_  
Page 2 of 2

(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. 5. 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 to law.

**PASSED BY** the City Council of the City of Des Moines this 27th day of April, 2017 and signed in authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_

M A Y O R

APPROVED AS TO FORM:

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

ATTEST:

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

Published: \_\_\_\_\_

**APPENDIX A 2017 OPERATING BUDGET**

	ORIGINAL BUDGET		AMENDED BUDGET		CHANGE IN BUDGET	
	EXPENDITURE	REVENUE	EXPENDITURE	REVENUE	EXPENDITURE	REVENUE
<b>LEGALLY APPROPRIATED FUNDS</b>						
001 GENERAL FUND.....	\$ 23,235,258	\$ 23,235,258	\$ 26,184,935	\$ 26,184,935	\$ 2,949,677	\$ 2,949,677
101 STREETS .....	2,012,526	2,012,526	2,012,526	2,012,526	-	-
102 ARTERIAL STREET PAVEMENT .....	1,181,162	1,181,162	1,181,162	1,181,162	-	-
105 DEVELOPMENT (Fee Based) .....	0	0	3,470,401	3,470,401	3,470,401	3,470,401
107 POLICE DRUG SEIZURE .....	5,351	5,351	5,351	5,351	-	-
111 HOTEL-MOTEL TAX .....	121,986	121,986	121,986	121,986	-	-
140 REDONDO ZONE .....	113,872	113,872	113,872	113,872	-	-
141 WATERFRONT ZONE .....	300,000	300,000	300,000	300,000	-	-
142 PBPW AUTOMATION FEE .....	132,995	132,995	132,995	132,995	-	-
180 ABATEMENT .....	2,350	2,350	2,350	2,350	-	-
190 AUTOMATED SPEED ENFORCE (ASE) .....	438,801	438,801	432,801	432,801	(6,000)	(6,000)
199 TRANSPORTATION BENEFIT DISTRICT .....	1,161,943	1,161,943	1,161,943	1,161,943	-	-
201-202 DEBT SERVICE .....	439,837	439,837	439,837	439,837	-	-
<b>TOTAL LEGAL APPROPRIATIONS</b>	<b>29,146,081</b>	<b>29,146,081</b>	<b>35,560,159</b>	<b>35,560,159</b>	<b>6,414,078</b>	<b>6,414,078</b>
<b>NONAPPROPRIATED FUNDS (Memo Only)</b>						
301-322 CONSTRUCTION .....	8,005,137	8,005,137	8,705,137	8,705,137	700,000	700,000
401-406 MARINA .....	6,325,929	6,325,929	6,325,929	6,325,929	-	-
450-451 SURFACE WATER MANAGEMENT .....	6,712,471	6,712,471	6,712,471	6,712,471	-	-
500 EQUIPMENT RENTAL OPERATIONS .....	857,265	857,265	857,265	857,265	-	-
501 EQUIPMENT RENTAL REPLACEMENT .....	2,599,444	2,599,444	2,599,444	2,599,444	-	-
506 FACILITY REPAIR & REPLACEMENT.....	503,375	503,375	503,375	503,375	-	-
511 COMPUTER REPLACEMENT.....	1,028,036	1,028,036	1,028,036	1,028,036	-	-
520 SELF INSURANCE.....	1,108,556	1,108,556	1,108,556	1,108,556	-	-
530 UNEMPLOYMENT INSURANCE.....	381,219	381,219	381,219	381,219	-	-
<b>GRAND TOTAL ALL FUNDS</b>	<b>\$ 56,667,513</b>	<b>\$ 56,667,513</b>	<b>\$ 63,781,591</b>	<b>\$ 63,781,591</b>	<b>\$ 7,114,078</b>	<b>\$ 7,114,078</b>

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**BUDGET DETAIL FOR APPENDIX A**

<u>FUND</u>	<u>CHANGE IN BUDGET</u>		
	<u>EXPENDITURE</u>	<u>REVENUE</u>	
<b>GENERAL FUND</b> .....	<b>\$ 2,949,677</b>	<b>\$ 2,949,677</b>	
Budgeted Beginning Fund Balance		1,054,811	
Transfer out- Development (Fee Based)	1,507,686		To establish beginning fund balance.
Transfer In - Waterfront Zone		(100,000)	Reflect current council direction.
Transfer Out One time Sales/B&O Tax	700,000		Establishes council approval for transfer.
One time Sales/B&O Tax		700,000	Establishes council budget approval for transfer.
B&O Tax		50,247	
Port Grant (One-Time)	52,715	26,357	
Traffic Infractions		(153,000)	Not all revenues are increasing.
Red Light Running Revenue (Baseline)		530,000	Moves baseline from \$970 to \$1.5 m
Red Light Running Revenue (One-Time)		485,000	Estimate of 2017 Bubble .
Court scanner (One-Time)	3,400		Purchase scanner - Red Light Running program.
Add Temp 24 Mo Position & Funding: Asst Police Chief 5/1/17	106,000		New Position: Limited Term 24 month
Add Temp 24 Mo Position & Funding: Court Clerk 4/15/17	50,800		New Position: Limited Term 24 month
Add Position Funding: Deputy City Clerk 5/1/17	58,020		Replaces CM Admin/HR Tech Frozen/unfunded (Autumn)
Extra Hire .572 Camp FTE & Min Wage Increases	41,600		
Retro-Pay Police Personnel Costs (One-Time)	230,000		Police contract settlement 2015-2017 YTD
Labor attorney professional services	20,000		Furlough arbitration
Landscape Contract	33,000		Reinstate to level before prior year cuts.
Ultra Fine Particle Study contribution (One-Time)	25,000		Approved by Council March 9, 2017.
Policy & Support Services Charges to GF Depts	2,074,480	2,074,480	New internal charges; no effect city wide.
Policy & Support Service charges to Other Funds		244,497	New revenues from recalcaultion.
Planning & Development	(346,265)	(479,000)	Move to new Spec Rev Fund
Com Develop Grants	(50,340)	(53,000)	Move to new Spec Rev Fund
Building & Permits	(756,300)	(948,145)	Move to new Spec Rev Fund
Minor Home Repair Grants	(25,085)	(25,000)	Move to new Spec Rev Fund
Engineering	(764,098)	(457,570)	Move to new Spec Rev Fund
Budgeted Ending Fund Balance	(10,936)		
<b>ARTERIAL STREET PAVEMENT</b> .....	<b>\$ 0</b>	<b>\$ 0</b>	
Arterial Street Paving Project	24,100		Increase current year design estimate.
Budgeted Ending Fund Balance	(24,100)		

CHANGE IN BUDGET

<u>FUND</u>	<u>EXPENDITURE</u>	<u>REVENUE</u>	
<b>DEVELOPMENT (FEE BASED)</b> .....	<b>\$ 3,470,401</b>	<b>\$ 3,470,401</b>	
Transfer In from General Fund		1,507,686	To establish beginning fund balance.
Add Position Funding: Comm Develop Director 5/1/17	93,737		Replaces the Civil Engr Frozen/unfunded (Andrew)
Planning & Development	365,058	479,000	To establish current year budgets; new fund.
Com Develop Grants	50,318	53,000	To establish current year budgets; new fund.
Building & Permits	791,592	948,145	To establish current year budgets; new fund.
Minor Home Repair Grants	25,000	25,000	To establish current year budgets; new fund.
Engineering	865,281	457,570	To establish current year budgets; new fund.
Budgeted Ending Fund Balance	1,279,415		To establish current year budgets; new fund.
 <b>WATERFRONT ZONE</b> .....	 <b>\$ 0</b>	 <b>\$ 0</b>	
Transfer Out - General Fund	(100,000)	0	Reflect current council direction.
Budgeted Ending Fund Balance	100,000		
 <b>PBPW AUTOMATION FEE</b> .....	 <b>\$ 0</b>	 <b>\$ 0</b>	
On-Line ROW Software	3,000	0	Provide additional on-line services to the public.
Budgeted Ending Fund Balance	(3,000)		
 <b>ABATEMENT FUND</b> .....	 <b>\$ 0</b>	 <b>\$ 0</b>	
Golka Property clean up	16,000		Carryover from prior year.
Budgeted Ending Fund Balance	(16,000)		
 <b>ASE SCHOOL ZONE</b> .....	 <b>(\$6,000)</b>	 <b>(\$6,000)</b>	
Midway Infractions		(6,000)	Both locations are in one code.
Budgeted Ending Fund Balance	(6,000)		
 <b>CONSTRUCTION (Memo Only)</b> .....	 <b>\$ 700,000</b>	 <b>\$ 700,000</b>	
Transfer In- Gen'l Fund One Time Sales/B&O Tax		700,000	Establishes council budget approval for transfer.
Budgeted Ending Fund Balance	700,000		
 <b>EQUIPMENT RENTAL REPLACEMENT</b> .....	 <b>\$ 100,000</b>	 <b>\$ 100,000</b>	
Marina Boat Replacement	100,000	-	Replaces ORCA boat per replacement schedule.
Budgeted Ending Fund Balance		100,000	

## APPENDIX B - 2017 CAPITAL BUDGET

<u>Project #</u>	<u>Project Title</u>	<u>2017 Budget</u>	<u>Change</u>	<u>2017 Revised</u>
<b>PROJECTS CLOSED</b>				
319.616.040	S 200th St Safe Routes to School	720,000	(720,000)	-
	TOTAL PROJECTS CLOSED	720,000	(720,000)	-
<b>2017 NEW/CONTINUING PROJECTS</b>				
101.573.530	ADA Transition Plan		66,283	66,283
101.573.530	Street Standards Update		25,000	25,000
101.573.530	Twin Bridge Repair		113,000	113,000
101.573.531	Annual Sidewalk Program 2017	20,000		20,000
	<b>TOTAL FUND 101 STREETS O&amp;M 2017</b>	20,000	204,283	224,283
102.102.571	Arterial Street Paving	1,221,935		1,221,935
	<b>TOTAL FUND 102 ARTERIAL PAVE 2017</b>	1,221,935	-	1,221,935
310.057.045	Field House Tennis Court	25,000		25,000
310.061.045	DMBP Picnic Shelter/Restrooms	622,846		622,846
310.062.045	Parkside Playground	449,047	59,260	508,307
310.065.045	Parkside Soil Remediation	202,000		202,000
310.066.045	Wooton Park	157,000		157,000
310.404.045	N Lot / BP Parking	400,000		400,000
310.514.024	Financial System Replacement	252,000		252,000
310.708.000	City Hall Generator	-	173,262	173,262
	<b>TOTAL FUND 310 MCI CIP 2017</b>	2,107,893	232,522	2,340,415
319.302.040	24th Ave S/Sea-Tac Intersection	30,000		30,000
319.332.040	S 216th St - Segment 1A	6,249,367		6,249,367
319.334.040	South 216th - Segment 3	5,879,210		5,879,210
319.336.040	S 224th Street Improvements	605,895		605,895
319.337.040	Downtown Alley Improvement	541,183		541,183
319.345.040	Barnes Creek Trail/SR 509 ROW	1,064,012		1,064,012
319.471.040	16th Ave S Improve - Segment 5A	128,839		128,839
319.606.040	Midway Elem Sidewalks	395,656		395,656
319.608.040	Marine View Dr Roundabout	2,092,720		2,092,720
319.611.040	Redondo Paid Parking	200,000		200,000
319.614.040	S 268th Street Sidewalks	943,809		943,809
319.615.040	Redondo BoardWalk Repair	4,700,710	13,000	4,713,710
319.617.040	S 223rd Walkway Improvements	192,910		192,910
319.619.040	Arterial Traffic Calming 2017	30,000		30,000
	<b>TOTAL FUND 319 TRANSPORT CIP 2017</b>	23,054,311	13,000	23,067,311
403.001.590	Dock Replacement	-	1,400,000	1,400,000
403.452.070	Dock Electrical Replacement	60,000		60,000
403.454.070	Flex Conduits Replacement	21,000		21,000
403.455.070	Secondary Containment Hoses Repl.	20,000		20,000
403.510.070	Marina Rental Building/Bjornson Project	300,000	(300,000)	-
403.513.070	Marina Fiber	150,000		150,000
	<b>TOTAL FUND 403 MARINA CIP 2017</b>	551,000	(300,000)	1,651,000
451.800.040	Annual Pipe Replacement Program	377,000	(328,000)	49,000
451.804.040	Barnes Creek/KDM Culvert Replacement	1,878,014		1,878,014
451.815.040	24th Ave Pipeline Replace/Upgrade	262,700		262,700
451.821.040	L Massey Creek		1,864,332	1,864,332
451.827.040	South 251st Street Storm Outfall	370,000		370,000
451.828.040	Deepdene Plat Outfall Replacement	230,000		230,000
451.529.000	S 223rd Stormwater Improvements		328,000	328,000
451.830.000	16th /17th Pl Storm Connections		175,000	175,000
	<b>TOTAL FUND 451 SWM CIP 2017</b>	3,117,714	2,039,332	5,157,046
506.707.040	Activity Center Exterior Paint	53,000		53,000
506.708.000	City Hall Generator	340,964	(340,964)	-
506.709.572	City Facility Condition Assessment	-	10,000	10,000
	<b>TOTAL FUND 506 FACILITY REPAIR</b>	393,964	(330,964)	63,000
<b>TOTAL CONTINUING APPROPRIATION CAPITAL BUDGET</b>		<b>31,186,817</b>	<b>1,138,173</b>	<b>33,724,990</b>

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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: Poverty Bay Shellfish Protection  
District Formation

FOR AGENDA OF: May 11, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 4, 2017

ATTACHMENTS:

1. Draft Letter to King County in Response to District Proposal
2. Draft King County Shellfish Protection District Presentation Slides
3. Washington DOH Marine Water Quality Summary Table - Shellfish sampling data
4. UW Tacoma Creek Sampling Summary

CLEARANCES:

- Community Development N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Public Works RBC

CHIEF OPERATIONS OFFICER: DJB

- Legal JG
- Finance N/A
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

#### **Purpose and Recommendation**

The purpose of this agenda item is to provide the City Council an update and information on King County's proposal to form a Shellfish Protection District in Poverty Bay. This agenda item is for discussion and informational purposes only, and no motion is suggested.

#### **Background**

On September 14, 2016, because of recently measured bacterial pollution exceeding nationally established standards for shellfish protection, the Washington State Department of Health (WDOH) downgraded the status of the commercial shellfish harvesting beds in the Poverty Bay area of Puget Sound. See Attachment 3 for WDOH sampling data. The downgraded shellfish beds are located along the shoreline of the cities of Des Moines and Federal Way and receive stream flow and stormwater runoff from these two cities.

In advance of the downgrade, King County convened a Technical Committee of agencies whose activities or regulatory responsibilities impact Poverty Bay. The Technical Committee is comprised of

representatives from the Cities of Des Moines and Federal Way, King County (Water and Land Resources Division) and Public Health Seattle-King County, Midway and Lakehaven Sewer Districts, Washington State Department of Health, Washington State Department of Ecology, Washington State Department of Natural Resources, Washington State Parks, and the Puyallup Tribe. The City of Des Moines has been a member of the Poverty Bay Technical Committee since its formation in 2015 and is committed to assisting the Committee in finding the source(s) of these pollutants, so that they can be eliminated.

The downgrade triggers a requirement in state law, RCW 90.72.045. This requirement imposes a burden/liability on County government to form a Shellfish Protection District in order to return the shellfish harvesting beds to their original approved condition. The requirement also raises questions about the size of the geographic area to be targeted, the scope of the shellfish protection program (SPP), and how it will be funded.

### **Discussion**

King County has been working with the Technical Committee since 2015 to seek alternative funding sources, begin sampling efforts, and discuss potential district options. King County was able to obtain grant funding for source sampling from WDOH. This made it possible to contract with UW Tacoma to conduct the bacteria source sampling within the creeks along Poverty Bay. See Attachment 4 for creek sampling data. Since the formation of the committee, King County has also worked to develop a draft geographic extent of a district, a draft shellfish protection plan, and has explored legal alternatives of creating a Shellfish Protection District. They have conducted staff outreach to jurisdictions at both Des Moines and Federal Way and they have obtained approval from the King County Executive to move forward with the formation of a district. The district boundary has not been finalized as of yet.

As King County moves forward towards the formation of the district they have outlined the seven “next steps” listed below:

- 1) Continue to working with the Technical Committee (ongoing)
- 2) Brief City Councils and Sewer Districts (May/June)  
See Attachment 2: Draft King County’s Presentation Slides to City Council.
- 3) Refine the Draft Shellfish Protection Plan (May/June)
- 4) Refine the District’s Boundaries (May/June)
- 5) Determine a need/amount of a proposed fee (May/June)
- 6) Draft an ordinance creating the District (July/August)
- 7) Seek King County Council action on the ordinance (Fall 2017)

A draft letter has been prepared by staff outlining specific policy questions directed to King County’s Executive Office (See Attachment 1). The letter seeks answers to questions related to the district’s boundary, funding mechanism, sewer districts involvement, and the City’s involvement.

### **Financial Impact**

No impact to City budget at this time.

May 11, 2017

Dow Constantine  
Executive Office  
401 5<sup>th</sup> Avenue. Suite 800  
Seattle WA 98104

Dear Mr. Constantine:

As you may know, 130 acres of shellfish harvesting beds located in Poverty Bay have recently been downgraded to “conditional” harvesting status. This is the first time a shellfish harvesting bed has been downgraded in King County and it is the first time outside of a rural area. It appears that State law, RCW 90.72.045, may require King County to create a shellfish protection district to address the causes or suspected causes of isolated times of increased bacteria.

In light of the mandate to form the district and given that a significant portion of district will most likely be within the City limits of Des Moines, the Des Moines City Council requests that the following policy related questions be answered before the district is formed.

**Policy Questions**

- 1) What is the proposed district boundary and what are the justifications? Given that the direction of the water currents in this section of Poverty Bay are northerly, any drainage basins discharging into the Sound north of the shellfish downgrade area should not be included in the district boundary. Similarly, more areas south of the shellfish downgrade area should be considered when forming the District Boundary.
- 2) The City has a number of streams that discharge into Poverty Bay but may not have a direct impact to the downgrade area considering their distance from the downgrade. Should the district boundary be confined to those drainage basins that directly discharge into the downgraded area and, if needed, the district boundary expanded if adjacent areas are also downgraded?
- 3) Does King County have discretion to the limits of the boundary or does the boundary require Ecology approval?
- 4) What funding mechanism will be pursued by King County and can an assessment be equitably applied if the root cause for the downgrade is yet unknown? If an assessment is applied, can this assessment be altered based upon finding the cause of the downgrade?
- 5) What would be the City of Des Moines’ Council’s Role in the District?
- 6) What would be the Sewer Districts role in the Shellfish District?

- 7) Upon observing the sampling data from the area within the proposed shell fish district (see attached), you'll note that the overwhelming majority of the sample reading are well under thresholds established by the State Department of Health (less than 14 organisms / 100 mL with an estimated 90th percentile not greater than 43 organisms / 100 mL.). There are specific isolated events that are above the thresholds that are the specific cause of the downgrade to "conditional" harvesting status. Are these isolated events common to other drainages throughout Puget Sound? If so, why is this area being singled out?

While we understand the County's statutory concerns related to the formation of the Shellfish protection District, we feel that there are many more questions to be answered before our citizens are taxed with this burden. We look forward to working with King County to create a district model that meets not only the needs of King County, but also those of the residents living within our City. Our shared goal is the health of the Puget Sound and that it remains a resource and commodity to those living in the Pacific Northwest. We hope the ultimate goal of returning the shellfish beds in Poverty Bay to previous approved conditions can be accomplished without having to form this district and if a district must be formed, that the district be limited to only those drainage basins that directly impact the downgraded area. The County proposed area for the district includes drainage basins to the north of the downgraded area that encompass a very large portion of our City. These areas to the north do not seem to have any impact to the downgraded area.

Sincerely,

Matt Pina, Mayor  
City of Des Moines

cc: Des Moines City Council  
Michael Matthias, City Manager  
Dan Brewer, Chief Operations Officer  
Brandon Carver, Public Works Director  
Loren Reinhold, SWM Manager

# Presentation to Des Moines City Council Poverty Bay Shellfish Protection District May 11, 2017



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Attachment #2



**King County**

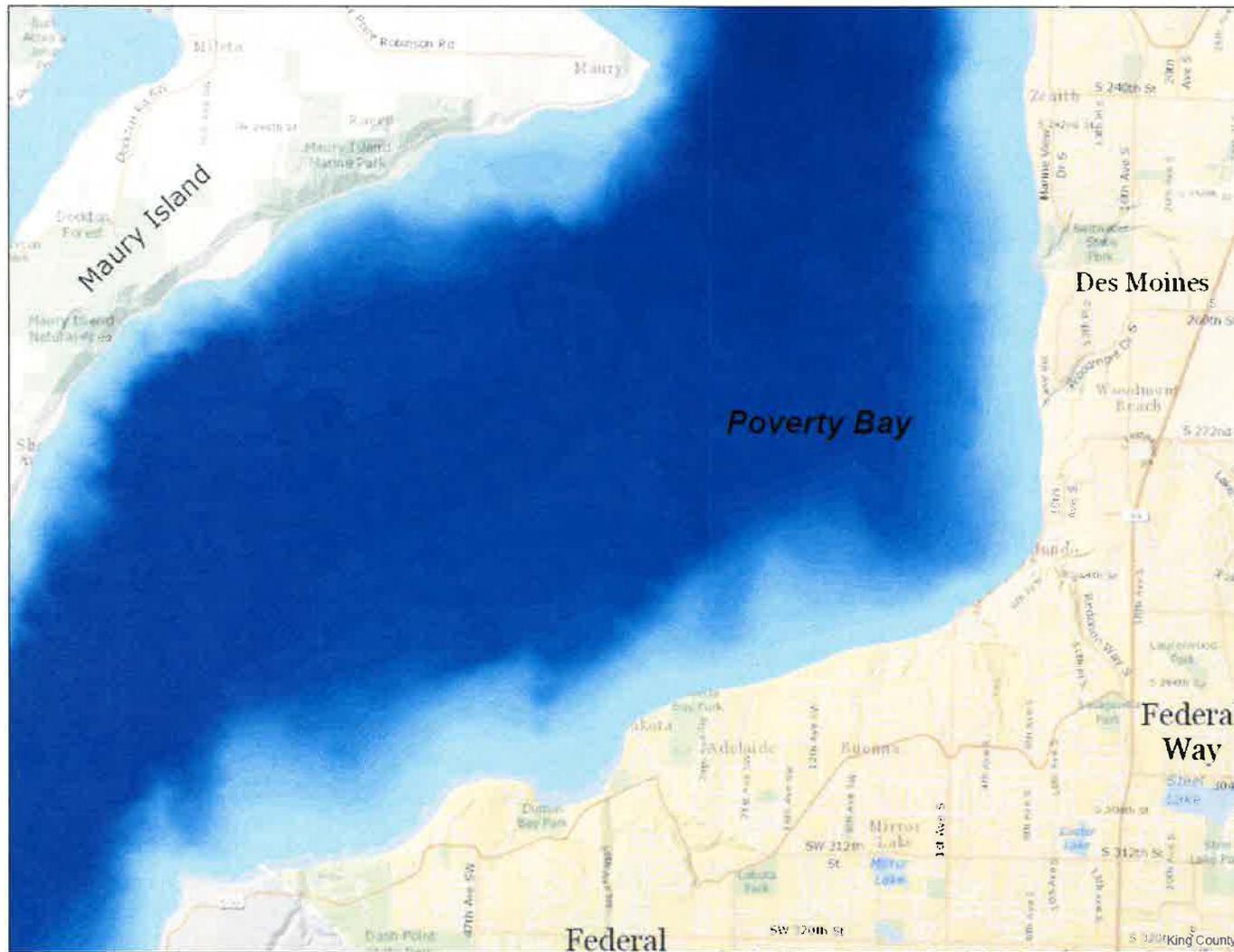
Department of Natural Resources and Parks  
**Water and Land Resources Division**

**WLR**

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# Poverty Bay Location



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Department of Natural Resources and Parks  
**Water and Land Resources Division**

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# Poverty Bay Shellfish Harvesting

The Puyallup Tribe exercises its treaty right to harvest geoducks in Poverty Bay. The harvest is a significant source of income for the Tribe, and Washington State uses its share of the harvest proceeds to fund habitat restoration that we all benefit from.



**King County**

Department of Natural Resources and Parks  
**Water and Land Resources Division**

**WLR**

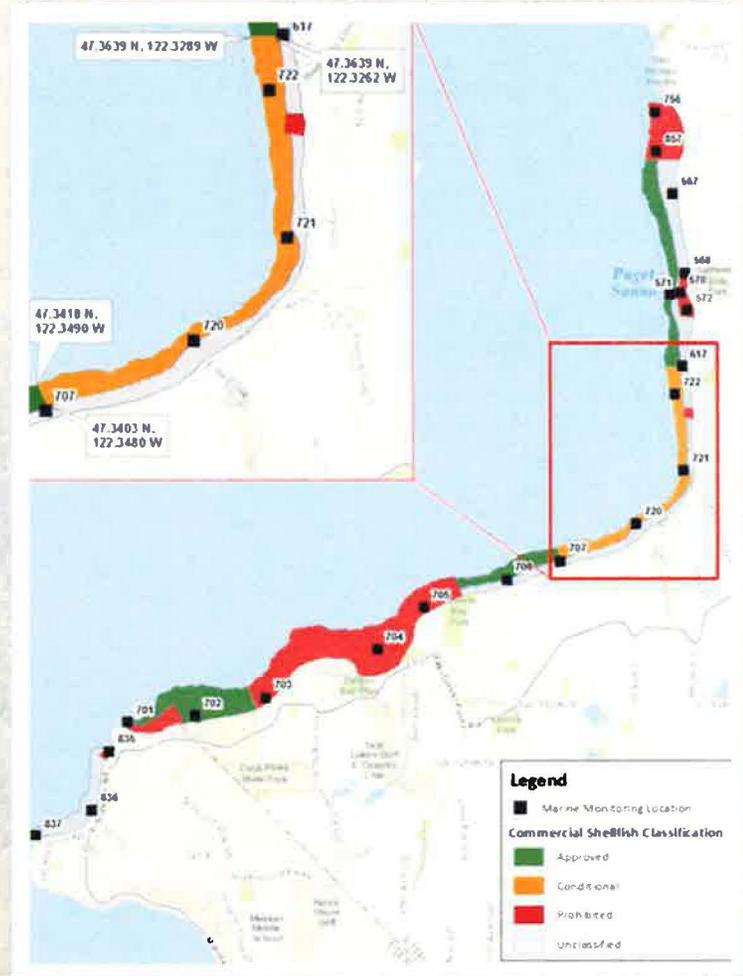
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# State Shellfish Monitoring Program

Results Pre-September 14, 2016



Results Post-September 14, 2016



# State Legal Requirements

- On September 14, 2016, Washington State Department of Health (DOH) officially downgraded the status of the Poverty Bay shellfish beds from “Approved” to “Conditionally Approved” for commercial harvest.
- RCW 90.72.045 - Shellfish protection districts—Programs required after closure or downgrading of growing area classification—Annual report.
- The State RCW requires the King County Council to create a shellfish protection district and establish a shellfish protection program under RCW 90.72.030.



**King County**

Department of Natural Resources and Parks  
**Water and Land Resources Division**

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# King County and Partner Response

Anticipating the Downgrade King County and partner jurisdictions formed a Technical Committee in 2015

- Cities of Des Moines and Federal Way
- King County WLRD & Public Health Seattle-King County
- Midway and Lakehaven Sewer Districts
- Washington State Department of Health
- Washington State Department of Ecology
- Washington State Department of Natural Resources
- Washington State Parks (Saltwater State)
- Puyallup Tribe

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**King County**

Department of Natural Resources and Parks  
**Water and Land Resources Division**

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# Work Done to Date with Partners

- Obtained DOH grant funding for sampling
- Contracted with UW Tacoma to conduct sampling
- Developed a model of the geographic extent of a District
- Developed a Draft Shellfish Protection Plan
- Explored legal alternatives to creation of a Shellfish Protection District
- Conducted outreach to jurisdictions
- Obtained Executive approval to move forward with a District

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**King County**

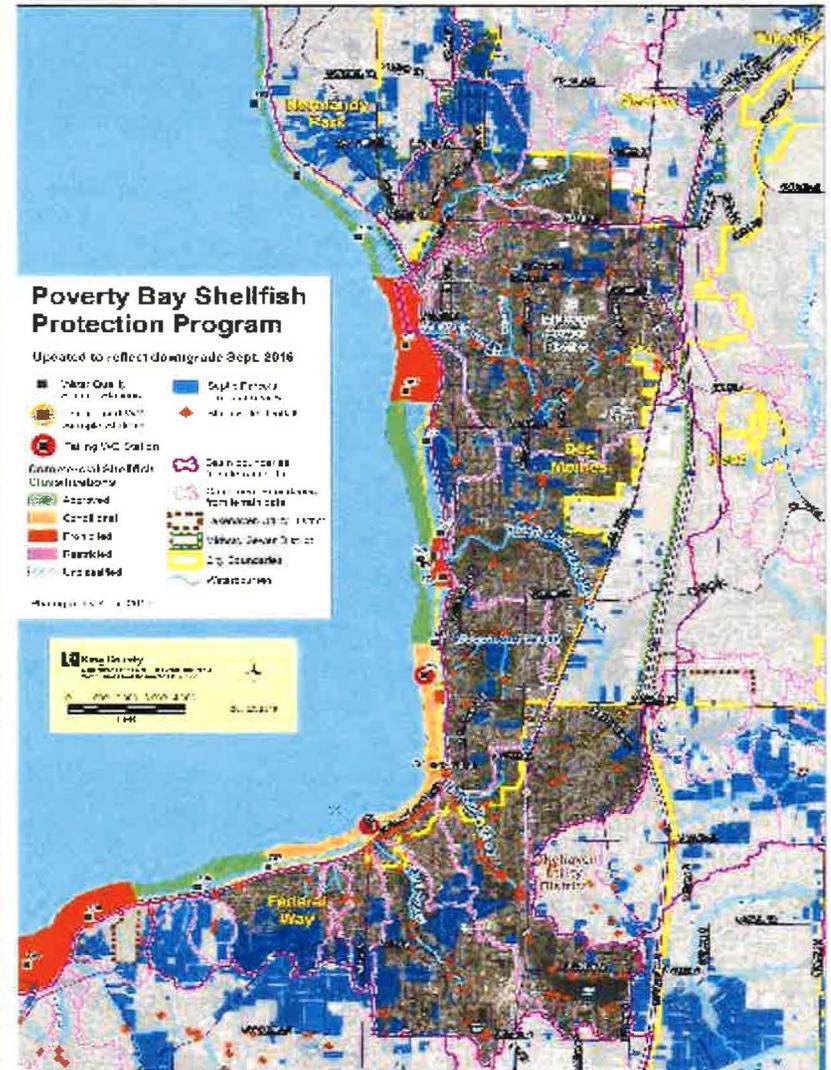
Department of Natural Resources and Parks  
**Water and Land Resources Division**

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# Next Steps

- Continue working with Technical Committee (ongoing)
- Brief City Councils and Sewer Districts (May/June)
- Refine Draft Shellfish Protection Plan (May/July)
- Refine District boundaries (May/July)
- Determine need/amount of a proposed fee (May/July)
- Draft Ordinance Creating the District (July/August)
- Seek King County Council Action on the Ordinance (Fall 2017)



# City of Des Moines Work to Date

- Ongoing Participation with Technical Committee
- Refocused existing stormwater programs to address potential sources in the Poverty Bay downgrade area
  - Public Education Articles: Septic Maintenance / Pet Waste
  - Illicit Discharge field screening
- Ongoing sampling support (Maps, property access, recommendations)
- Commitment to eliminate any found sources in relation to the City's IDDE code



**King County**

Department of Natural Resources and Parks  
**Water and Land Resources Division**

**WLR**

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# Thank you!

## Questions?

**John Taylor, Assistant Director**  
Water and Land Resources Division

206-477-4602

[john.taylor@kingcounty.gov](mailto:john.taylor@kingcounty.gov)

Visit [www.kingcounty.gov/SWMFee](http://www.kingcounty.gov/SWMFee)



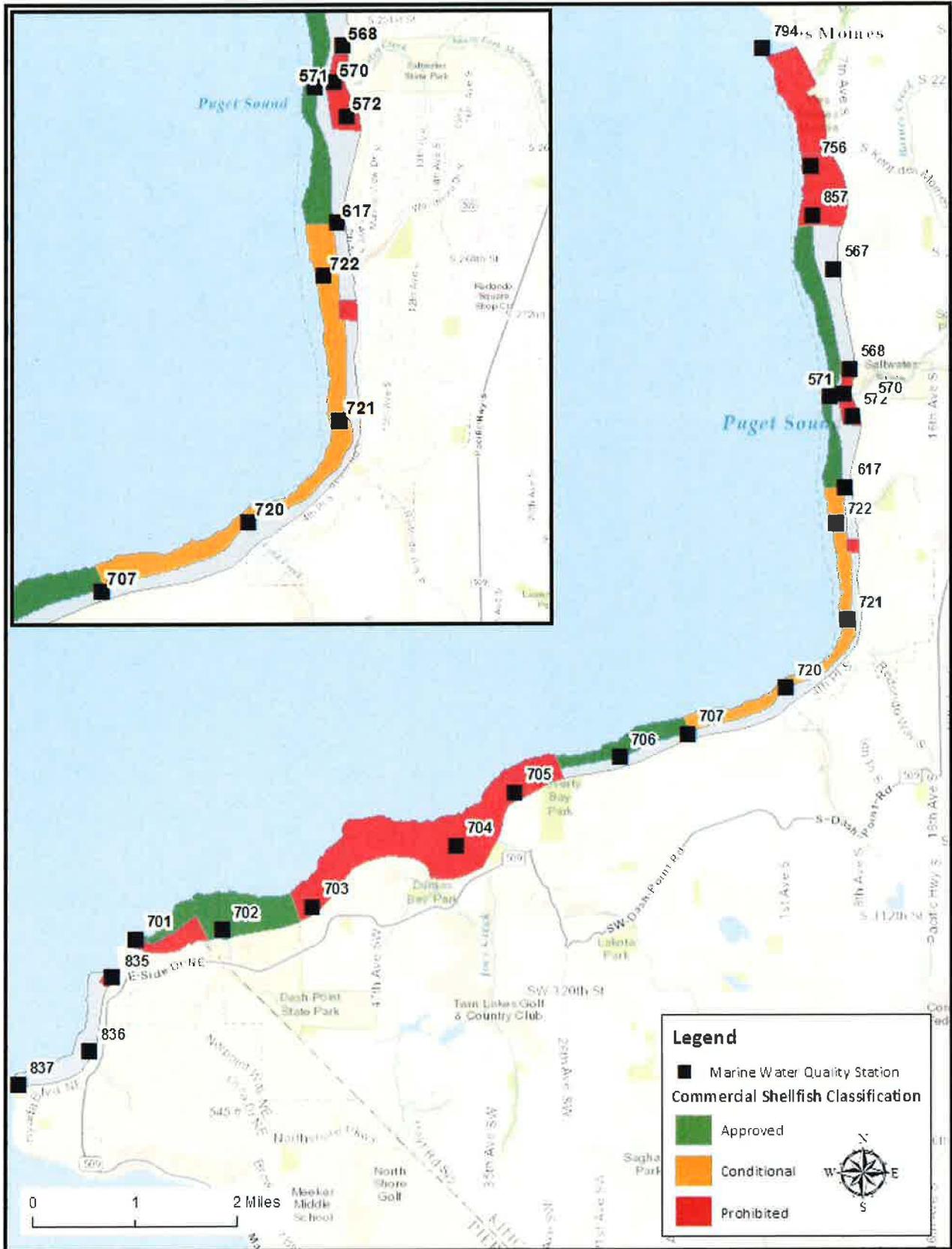
**King County**

Department of Natural Resources and Parks  
**Water and Land Resources Division**

# WLR

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# POVERTY BAY GROWING AREA



## Marine Water Quality Summary Table (All Data)

Station Number	Classification	Number of Samples	Date Range	Range (FC/100 mL)	GeoMean (FC/100 mL)	Est 90th Percentile (FC/100 mL)	Meets Standard
571	Approved	30	10/1/2013 - 1/9/2017	1.7 - 49.0	2.5	7.2	Yes
701	Approved	30	8/9/2012 - 1/9/2017	1.7 - 49.0	3.6	12.4	Yes
702	Approved	30	7/26/2012 - 1/9/2017	1.7 - 49.0	2.7	8.6	Yes
720	Conditionally Approved	30	10/1/2012 - 2/9/2017	1.7 - 350.0	6.0	53.4	No
721	Conditionally Approved	30	10/1/2012 - 2/9/2017	1.7 - 920.0	4.7	36.2	Yes
722	Conditionally Approved	30	11/28/2012 - 1/9/2017	1.7 - 1600.0	4.6	41.1	Yes
570	Prohibited	30	10/1/2013 - 1/9/2017	1.7 - 920.0	3.3	16.4	Yes
572	Prohibited	30	10/1/2013 - 1/9/2017	1.7 - 49.0	3.0	10.1	Yes
703	Prohibited	30	7/26/2012 - 1/9/2017	1.7 - 7.8	2.4	4.5	Yes
704	Prohibited	30	7/26/2012 - 1/9/2017	1.7 - 130.0	3.5	13.7	Yes
705	Prohibited	30	7/26/2012 - 1/9/2017	1.7 - 240.0	3.2	12.5	Yes
756	Prohibited	30	10/1/2013 - 1/9/2017	1.7 - 1600.0	8.3	105.8	No
835	Prohibited	58	1/14/2014 - 1/9/2017	1.7 - 540.0	4.9	27.0	*N/A
857	Prohibited	7	2/1/2016 - 1/9/2017	1.7 - 2.0	1.7	1.9	*N/A
567	Unclassified	30	10/1/2013 - 1/9/2017	1.7 - 33.0	2.8	9.4	Yes
568	Unclassified	30	10/1/2013 - 1/9/2017	1.7 - 220.0	3.9	18.8	Yes
617	Unclassified	30	11/18/2013 - 1/9/2017	1.7 - 46.0	2.9	7.8	Yes
706	Unclassified	30	7/26/2012 - 1/9/2017	1.7 - 240.0	3.6	19.1	Yes
707	Unclassified	30	10/1/2012 - 2/9/2017	1.7 - 49.0	4.2	18.7	Yes
836	Unclassified	28	1/14/2014 - 1/9/2017	1.7 - 110.0	4.3	18.7	*N/A
837	Unclassified	28	1/14/2014 - 1/9/2017	1.7 - 33.0	3.6	11.6	*N/A

The standard for approved shellfish growing waters is fecal coliform geometric mean not greater than 14 organisms / 100 mL with an estimated 90th percentile not greater than 43 organisms / 100 mL. The above table shows bacteriological results in relation to program standards.

\* N/A – SRS criteria require a minimum of 30 samples from each station. \*

### Conditional Stations Water Quality Summary

Station Number	Classification	Date Range	Range (FC/100 mL)	GeoMean (FC/100 mL)	Est 90th Percentile (FC/100 mL)	Meets Standard
<b>OPEN PERIOD (December – May)</b>						
720	Conditionally Approved	2/11/2009 - 2/9/2017	1.7 - 350.0	3.1	13.1	Yes
721	Conditionally Approved	2/11/2009 - 2/9/2017	1.7 - 22.0	2.4	5.4	Yes
722	Conditionally Approved	1/27/2009 - 1/9/2017	1.7 - 7.8	2.3	4.2	Yes
756	Prohibited	3/9/2011 - 1/9/2017	1.7 - 33.0	3.0	8.9	Yes
<b>CLOSED PERIOD (June - November)</b>						
720	Conditionally Approved	10/28/2008 - 11/1/2016	1.7 - 350.0	6.5	58.7	No
721	Conditionally Approved	10/28/2008 - 11/1/2016	1.7 - 920.0	6.2	48.2	No
722	Conditionally Approved	8/17/2009 - 11/1/2016	1.7 - 1600.0	5.3	47.0	No
756	Prohibited	7/27/2011 - 10/11/2016	1.7 - 1600.0	9.4	125.2	No

The standard for approved shellfish growing waters is fecal coliform geometric mean not greater than 14 organisms / 100 mL with an estimated 90th percentile not greater than 43 organisms / 100 mL. The above table shows bacteriological results in relation to program standards.

## Conditionally Approved Water Quality Stations Individual Sample Results

Station: 720

Classification: Conditionally  
Approved

Method: SRS

Total Samples: 30

Range (FC/100 mL): 1.7 - 350.0

GeoMean (FC/100 mL): 6

Date Range: 10/01/2012 - 02/09/2017

E90th (FC/100 mL): 53.4

Meets Standard: N

Sample Date	Event Type	Time	Tide	SWT	Salinity	Fecal Coliform
10/01/2012	Regulatory	13:35	Flood	14	29	2.0
11/28/2012	Regulatory	13:19	Flood	9	28	49.0
12/05/2012	Regulatory	10:57	Ebb	10	28	4.5
01/08/2013	Regulatory	12:32	Flood	9	27	13.0
03/25/2013	Regulatory	12:46	Flood	9	28	1.7
05/13/2013	Regulatory	10:11	Ebb	13	21	7.8
07/11/2013	Regulatory	09:57	Ebb	15	28	1.7
09/05/2013	Regulatory	12:44	Flood	15	26	130.0
11/18/2013	Regulatory	12:26	Flood	10	23	22.0
02/03/2014	Regulatory	10:17	Ebb	8	28	2.0
04/02/2014	Regulatory	12:27	Ebb	9	27	2.0
05/27/2014	Regulatory	13:05	Flood	15	22	2.0
07/23/2014	Regulatory	13:32	Flood	15	25	350.0
10/22/2014	Regulatory	12:56	Flood	13	27	49.0
12/08/2014	Regulatory	12:34	Ebb	10	25	1.7
01/26/2015	Regulatory	12:53	Ebb	10	22	1.7
03/03/2015	Regulatory	12:42	Flood	9	25	1.7
06/11/2015	Regulatory	12:56	Flood	17	25	4.5
08/18/2015	Regulatory	12:39	Ebb	17	29	1.7
09/09/2015	Regulatory	14:08	Flood	17	29	1.7
10/07/2015	Regulatory	13:10	Flood	14	27	23.0
02/01/2016	Regulatory	12:53	Ebb	7	24	4.5
04/18/2016	Regulatory	12:49	Flood	15	24	350.0
06/08/2016	Regulatory	10:18	Ebb	13	30	2.0
08/08/2016	Regulatory	13:06	Ebb	15	27	49.0
10/11/2016	Regulatory	13:00	Flood	12	31	1.7
11/01/2016	Regulatory	12:35	Ebb	10	32	2.0
12/12/2016	Regulatory	12:44	Flood	8	30	1.7
01/09/2017	Regulatory	12:45	Flood	8	29	1.7
02/09/2017	Regulatory	11:31	Flood	7	32	1.7

**Station: 721****Classification: Conditionally  
Approved****Method: SRS****Total Samples: 30****Range (FC/100 mL): 1.7 - 920.0****GeoMean (FC/100 mL): 4.7****Date Range: 10/01/2012 - 02/09/2017****E90th (FC/100 mL): 36.2****Meets Standard: Y**

Sample Date	Event Type	Time	Tide	SWT	Salinity	Fecal Coliform
10/01/2012	Regulatory	13:32	Flood	14	28	1.7
11/28/2012	Regulatory	13:15	Flood	9	28	6.8
12/05/2012	Regulatory	10:52	Ebb	9	28	2.0
01/08/2013	Regulatory	12:28	Flood	9	29	2.0
03/25/2013	Regulatory	12:43	Flood	9	28	1.7
05/13/2013	Regulatory	10:14	Ebb	13	22	13.0
07/11/2013	Regulatory	10:01	Ebb	15	28	2.0
09/05/2013	Regulatory	12:41	Flood	15	27	130.0
11/18/2013	Regulatory	12:20	Flood	10	28	2.0
02/03/2014	Regulatory	10:21	Ebb	8	29	1.7
04/02/2014	Regulatory	12:24	Ebb	9	26	1.7
05/27/2014	Regulatory	13:01	Flood	14	24	2.0
07/23/2014	Regulatory	13:28	Flood	15	24	920.0
10/22/2014	Regulatory	12:53	Flood	13	24	17.0
12/08/2014	Regulatory	12:31	Ebb	10	25	1.7
01/26/2015	Regulatory	12:48	Ebb	10	24	4.5
03/03/2015	Regulatory	12:39	Flood	9	24	1.7
06/11/2015	Regulatory	12:53	Flood	16	28	1.7
08/18/2015	Regulatory	12:36	Ebb	16	29	70.0
09/09/2015	Regulatory	14:06	Flood	15	28	7.8
10/07/2015	Regulatory	13:06	Flood	13	29	4.5
02/01/2016	Regulatory	12:50	Ebb	7	23	2.0
04/18/2016	Regulatory	12:46	Flood	14	26	1.7
06/08/2016	Regulatory	10:21	Ebb	13	25	17.0
08/08/2016	Regulatory	13:03	Ebb	15	24	49.0
10/11/2016	Regulatory	12:57	Flood	12	30	2.0
11/01/2016	Regulatory	12:30	Ebb	10	32	2.0
12/12/2016	Regulatory	12:41	Flood	8	30	2.0
01/09/2017	Regulatory	12:42	Flood	8	30	1.7
02/09/2017	Regulatory	11:25	Flood	7	32	1.7

**Station: 722****Classification: Conditionally  
Approved****Method: SRS****Total Samples: 30****Range (FC/100 mL): 1.7 - 1600.0****GeoMean (FC/100 mL): 4.6****Date Range: 11/28/2012 - 01/09/2017****E90th (FC/100 mL): 41.1****Meets Standard: Y**

Sample Date	Event Type	Time	Tide	SWT	Salinity	Fecal Coliform
11/28/2012	Regulatory	13:11	Flood	9	28	1.7
12/05/2012	Regulatory	10:45	Ebb	9	27	4.5
01/08/2013	Regulatory	12:24	Flood	9	29	1.7
03/25/2013	Regulatory	12:40	Flood	8	28	1.7
05/13/2013	Regulatory	10:20	Ebb	13	21	4.5
07/11/2013	Regulatory	10:04	Ebb	15	27	17.0
09/05/2013	Regulatory	12:38	Flood	15	27	170.0
11/18/2013	Regulatory	12:17	Flood	10	28	2.0
02/03/2014	Regulatory	10:25	Ebb	8	29	1.7
04/02/2014	Regulatory	12:21	Ebb	8	27	1.7
05/27/2014	Regulatory	12:58	Flood	13	24	1.7
06/16/2014	Regulatory	11:14	Ebb	13	25	13.0
07/23/2014	Regulatory	13:24	Flood	15	22	1600.0
10/22/2014	Regulatory	12:50	Flood	13	26	240.0
11/17/2014	Regulatory	11:28	Flood	10	28	1.7
12/08/2014	Regulatory	12:28	Ebb	10	25	4.0
01/26/2015	Regulatory	12:45	Ebb	10	24	2.0
03/03/2015	Regulatory	12:35	Flood	9	25	1.7
06/11/2015	Regulatory	12:46	Flood	16	28	4.5
08/18/2015	Regulatory	12:33	Ebb	17	30	4.5
09/09/2015	Regulatory	13:59	Flood	16	29	1.7
10/07/2015	Regulatory	13:02	Flood	14	29	23.0
02/01/2016	Regulatory	12:44	Ebb	7	24	2.0
04/18/2016	Regulatory	12:43	Flood	13	28	2.0
06/08/2016	Regulatory	10:29	Ebb	13	29	1.7
08/08/2016	Regulatory	13:00	Ebb	15	27	4.5
10/11/2016	Regulatory	12:53	Flood	12	31	1.7
11/01/2016	Regulatory	12:26	Ebb	10	32	2.0
12/12/2016	Regulatory	12:37	Flood	8	29	1.7
01/09/2017	Regulatory	12:40	Flood	8	30	2.0

**Station: 756****Classification: Prohibited****Method: SRS****Total Samples: 30****Date Range: 10/01/2013 - 01/09/2017****Range (FC/100 mL): 1.7 - 1600.0****E90th (FC/100 mL): 105.8****GeoMean (FC/100 mL): 8.3****Meets Standard: N**

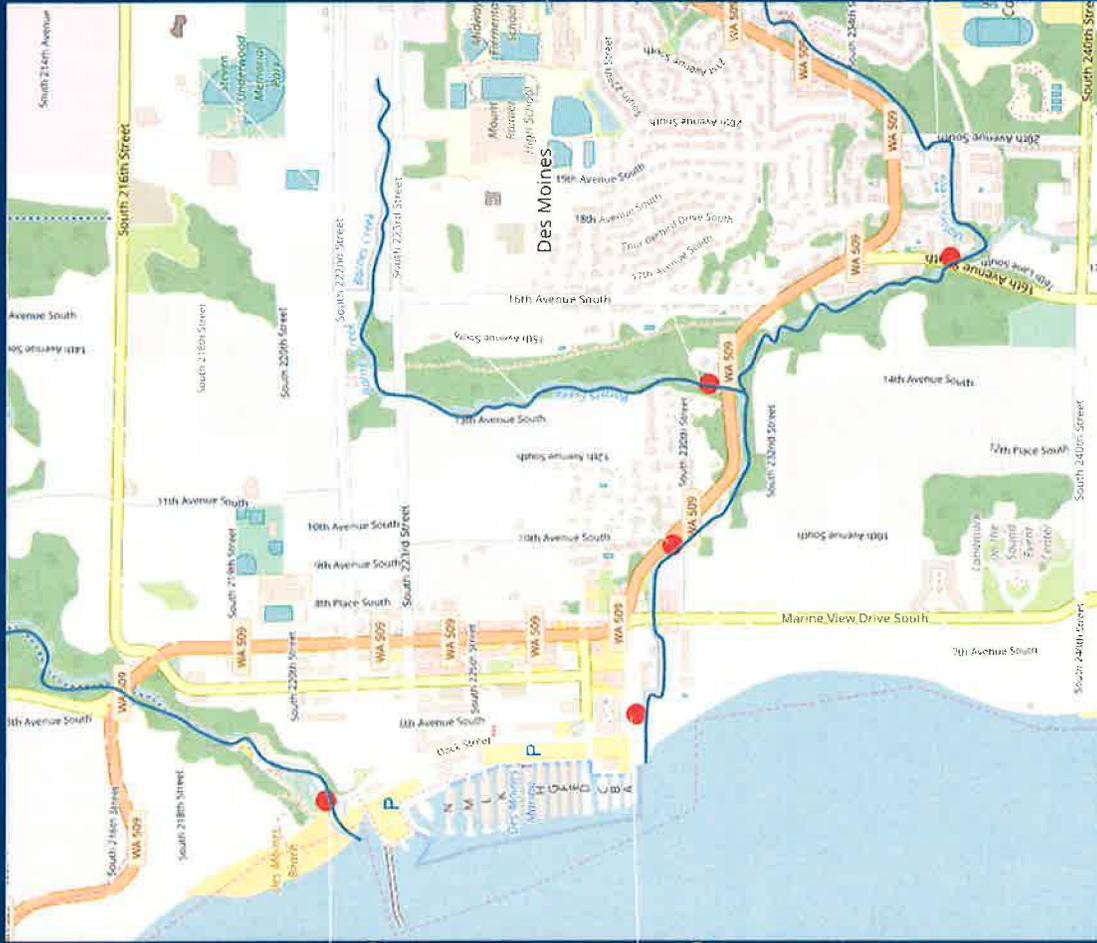
Sample Date	Event Type	Time	Tide	SWT	Salinity	Fecal Coliform
10/01/2013	Regulatory	11:02	Flood	11	24	350.0
11/18/2013	Regulatory	12:02	Ebb	10	23	49.0
12/02/2013	Regulatory	11:30	Flood	9	29	4.5
01/14/2014	Regulatory	11:07	Flood	8	27	7.8
02/03/2014	Regulatory	10:44	Ebb	8	30	1.7
03/04/2014	Regulatory	11:05	Ebb	8	14	33.0
04/02/2014	Regulatory	12:04	Ebb	9	27	1.7
05/14/2014	Regulatory	11:07	Ebb	13	25	7.8
05/27/2014	Regulatory	12:40	Flood	13	25	1.7
06/16/2014	Regulatory	11:33	Ebb	13	25	14.0
07/23/2014	Regulatory	13:05	Flood	16	16	1600.0
09/18/2014	Regulatory	11:55	Flood	15	28	4.5
10/22/2014	Regulatory	12:33	Flood	13	20	1600.0
11/17/2014	Regulatory	11:12	Flood	10	27	1.7
12/08/2014	Regulatory	12:10	Ebb	10	27	1.7
01/26/2015	Regulatory	12:26	Ebb	10	23	23.0
02/02/2015	Regulatory	11:09	Ebb	9	24	1.7
03/03/2015	Regulatory	12:20	Flood	9	28	2.0
06/01/2015	Regulatory	10:20	Ebb	13	26	33.0
06/11/2015	Regulatory	12:31	Flood	16	28	1.7
06/22/2015	Regulatory	11:51	Ebb	15	29	4.5
08/18/2015	Regulatory	12:17	Ebb	16	29	23.0
09/09/2015	Regulatory	13:42	Flood	18	28	1.7
02/01/2016	Regulatory	12:17	Ebb	8	22	12.0
04/18/2016	Regulatory	12:24	Flood	13	27	1.7
06/08/2016	Regulatory	10:48	Ebb	13	30	4.5
08/08/2016	Regulatory	12:37	Ebb	15	28	33.0
10/11/2016	Regulatory	12:33	Flood	12	29	1.7
12/12/2016	Regulatory	12:18	Flood	7	28	1.7
01/09/2017	Regulatory	12:23	Flood	7	29	1.7

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# UW Tacoma Creek Sampling Summary

## Legend

- DMC = Des Moines Creek
- MAS = Massey Creek
- RED = Redondo Creek
- COLD = Cold Creek
- WOOD = Woodmont Creek
- n = number of samples at location
- Wet = sampling during rain events
- Dry = Sampled during dry periods
- First Flush = Sampled during the first major rain event of the season



**DMC\_01**

First Flush: 853 cfu/100 mL (n = 4)  
 Wet: 293 cfu/100 mL (n = 4)  
 Dry: 339 cfu/100 mL (n = 5)

**MAS\_01**

First Flush: 1910 cfu/100 mL (n = 1)  
 Wet: 356 cfu/100 mL (n = 4)  
 Dry: 48 cfu/100 mL (n = 4)

**MAS\_03**

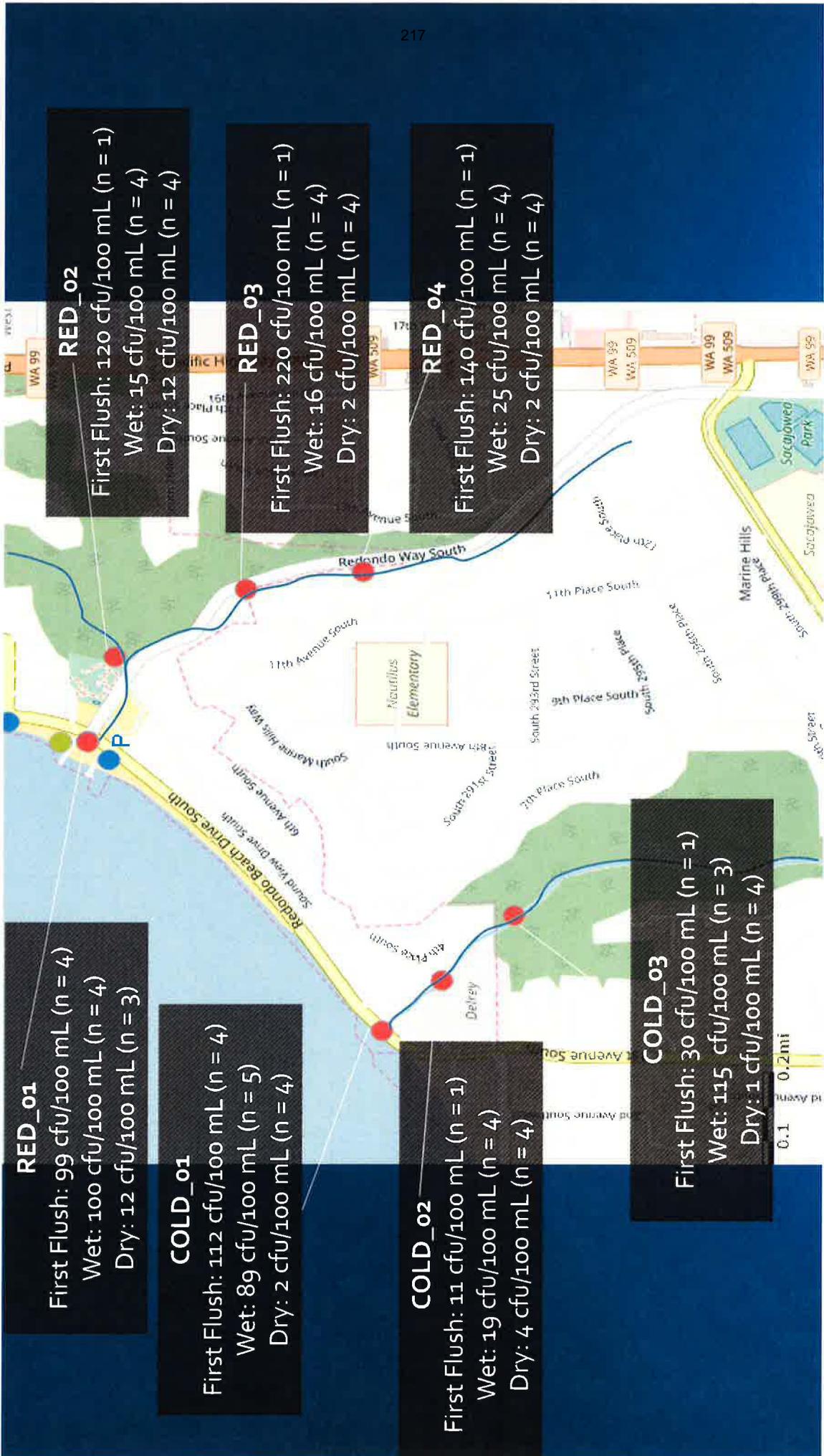
First Flush: 2400 cfu/100 mL (n = 1)  
 Wet: 354 cfu/100 mL (n = 4)  
 Dry: 20 cfu/100 mL (n = 4)

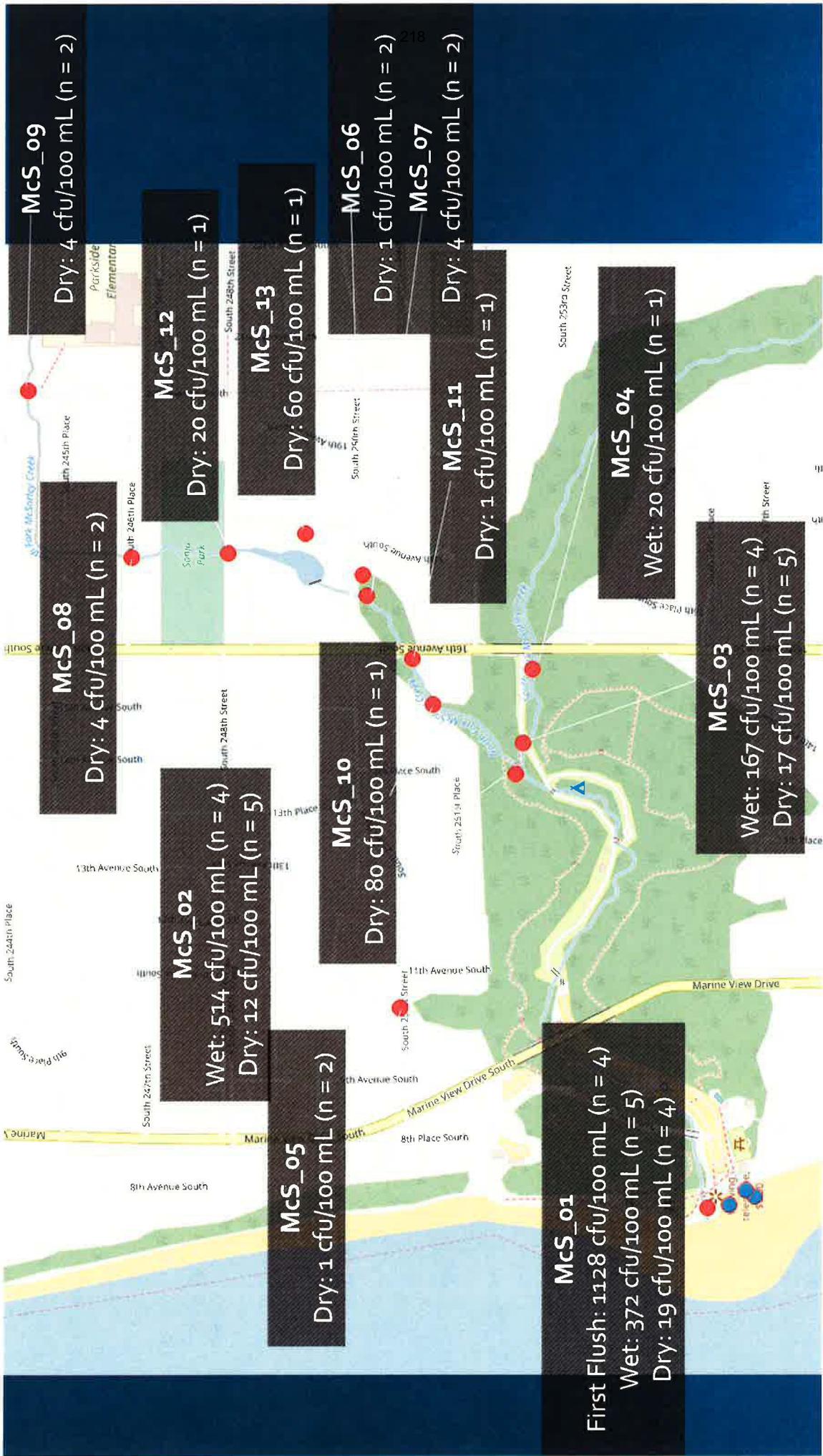
**MAS\_02**

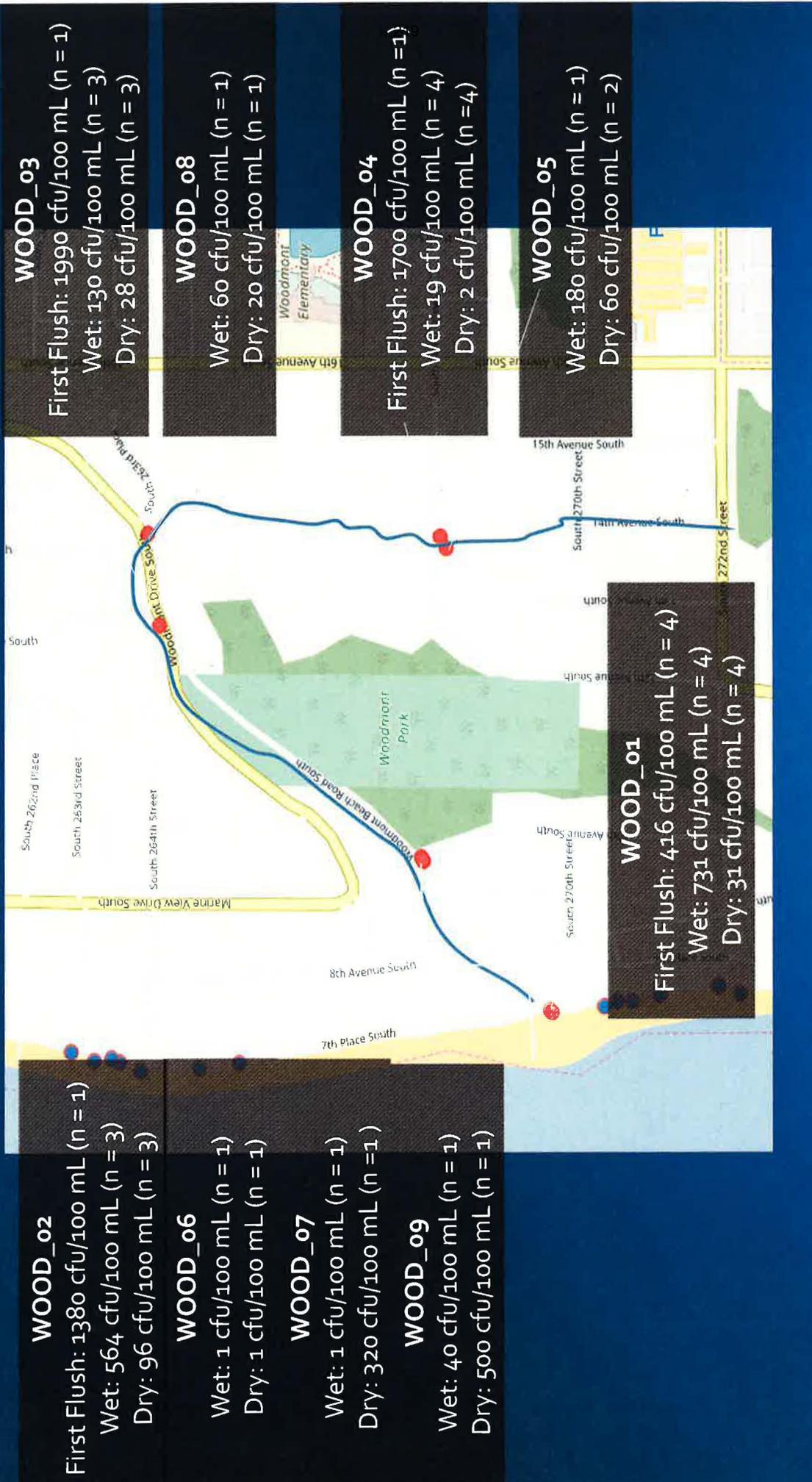
First Flush: 450 cfu/100 mL (n = 1)  
 Wet: 429 cfu/100 mL (n = 4)  
 Dry: 73 cfu/100 mL (n = 4)

**MAS\_04**

First Flush: 4560 cfu/100 mL (n = 1)  
 Wet: 35 cfu/100 mL (n = 3)  
 Dry: 126 cfu/100 mL (n = 3)







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# Des Moines Municipal Court

## State of the Court

May 11<sup>th</sup>, 2017

Hon. Lisa M. Leone

## Mission:

- ▶ *Des Moines Municipal Court is dedicated to the fair, impartial, and timely administration of justice, providing the community it serves with a safe and accessible environment that is respectful to all.*
- ▶ *The business of the Court shall be conducted with integrity, competence, and a commitment to excellence, in order to promote public trust and confidence in our system of justice.*

# Vision: Justice in the City of Des Moines will be accessible, fair, effective, responsive, and accountable.

- ▶ **To be accessible:** DMMC will be convenient, understandable, timely, and affordable to everyone.
- ▶ **To be fair:** DMMC will respect the dignity of every person, regardless of race, class, gender or other characteristic, apply the law appropriately to the circumstances of individual cases, and include judges and court staff who reflect the community's diversity.
- ▶ **To be effective:** DMMC will uphold the law and apply rules and procedures consistently and in a timely manner, resolve cases with finality, and provide enforceable decisions.
- ▶ **To be responsive:** DMMC will anticipate and respond to the needs of all members of society, and use evidence-based practices to tailor individual sentences.
- ▶ **To be accountable:** DMMC will use public resources efficiently and in a way that the public can understand.

# Current Staffing Levels

- ▶ Court Administrator
- ▶ Admin Staff
  - ▶ 1 Lead Clerk
  - ▶ 4 Clerks (4<sup>th</sup> F/T Clerk added in 2016)
  - ▶ 1 Clerk (Limited Term Position)
- ▶ Probation Officer (.70 FTE)
- ▶ Court Security Staff
  - ▶ Court Security Officer (.70 FTE)
  - ▶ 2 Court Marshalls (.50 FTE)



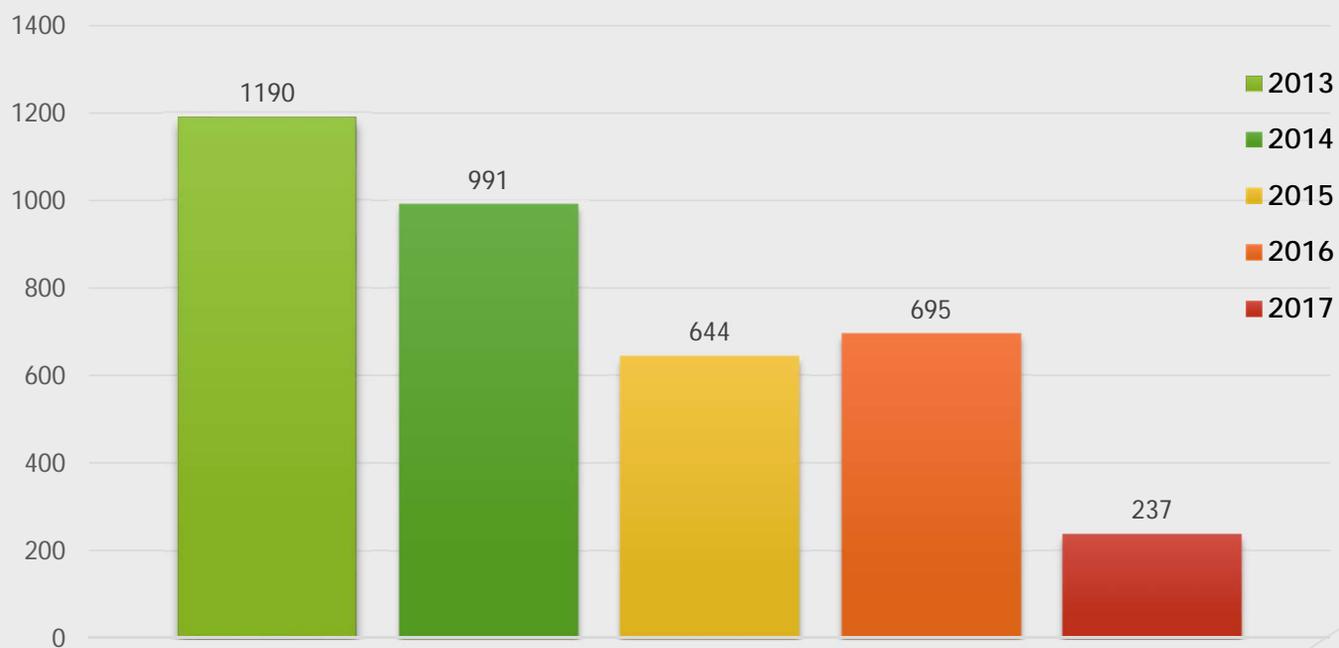
# Current Court-Related Issues / Programs

- ▶ **Workload Increase:** 300% increase in filings due to implementation of traffic safety cameras
- ▶ **Probation:** Anger Management MRT offered on-site at cost; DOC Work Crew as alternative to confinement; continuing to expand Court Resource Center
- ▶ **Court Security Upgrades:** Enactment of GR 36 (Court Rule passed by State Supreme Court mandating court security standards)
- ▶ **Funding for DV Advocate (City Attorney's Office):** Present for NCO Lift and Related Hearings
- ▶ **FUTURE:** Request to Increase Probation to FTE in 2018 due to New hires at PD, Explore Feasibility of DUI Court, Youth Traffic Court

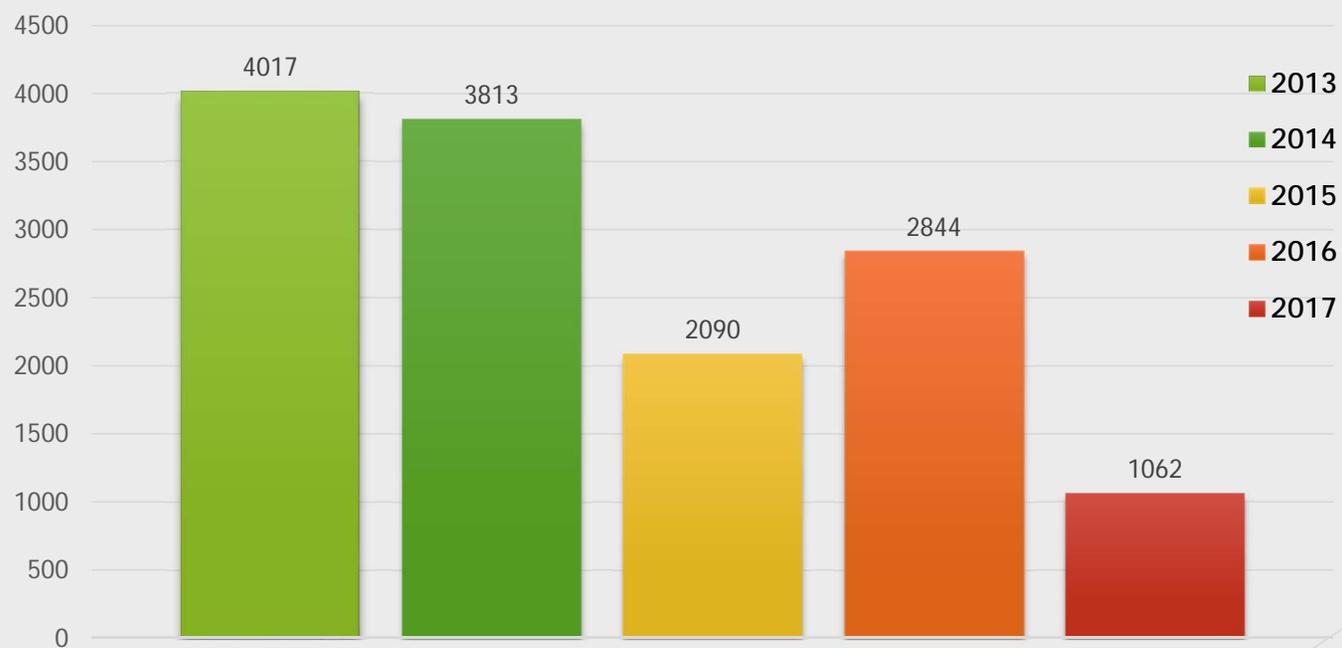
# Technology Improvements 2016 -2017

- O-Court Case Management System (CodeSmart, Inc.)
  - On-line Adjudication for Civil Infractions (DMMC is Pilot Court)
  - Jury Management (sends out notices, tracks payments, tracks excused/rescheduling)
  - Addition of Translated Forms
- N-Court / Paymentus
  - Automated Receipting for Online Payments (In Process)

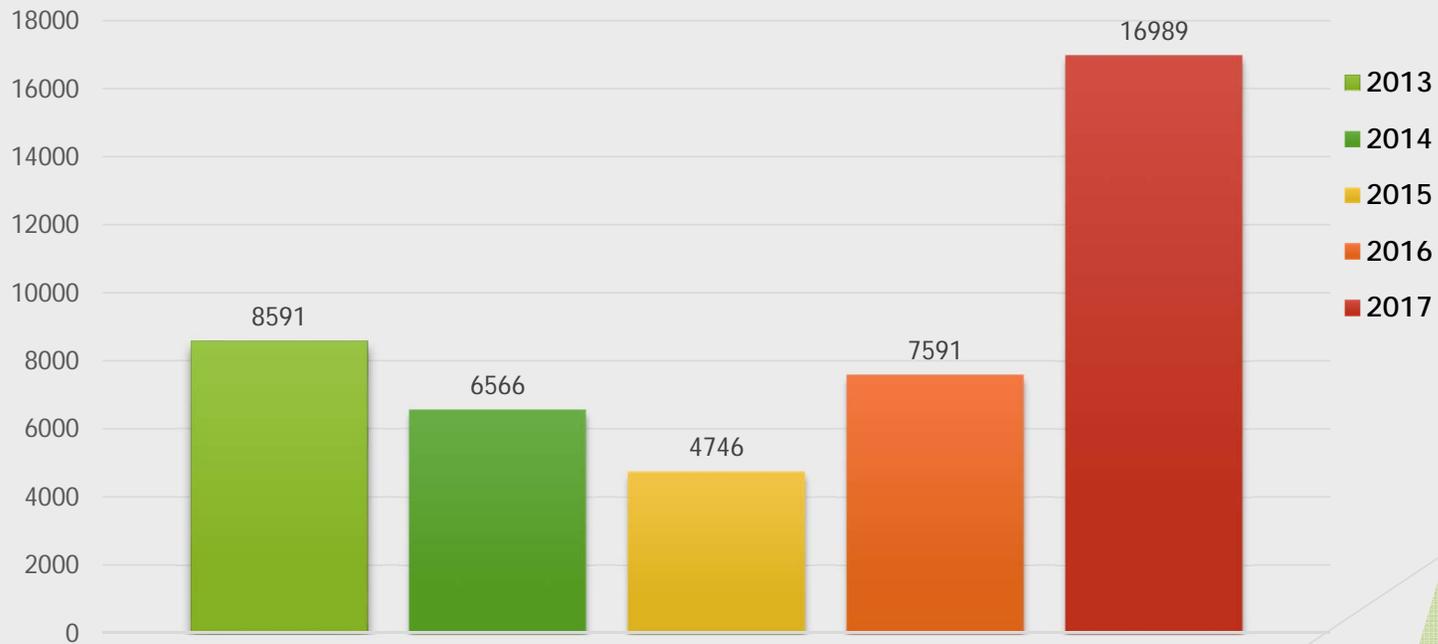
# Criminal Charges Filed (2013-Present)



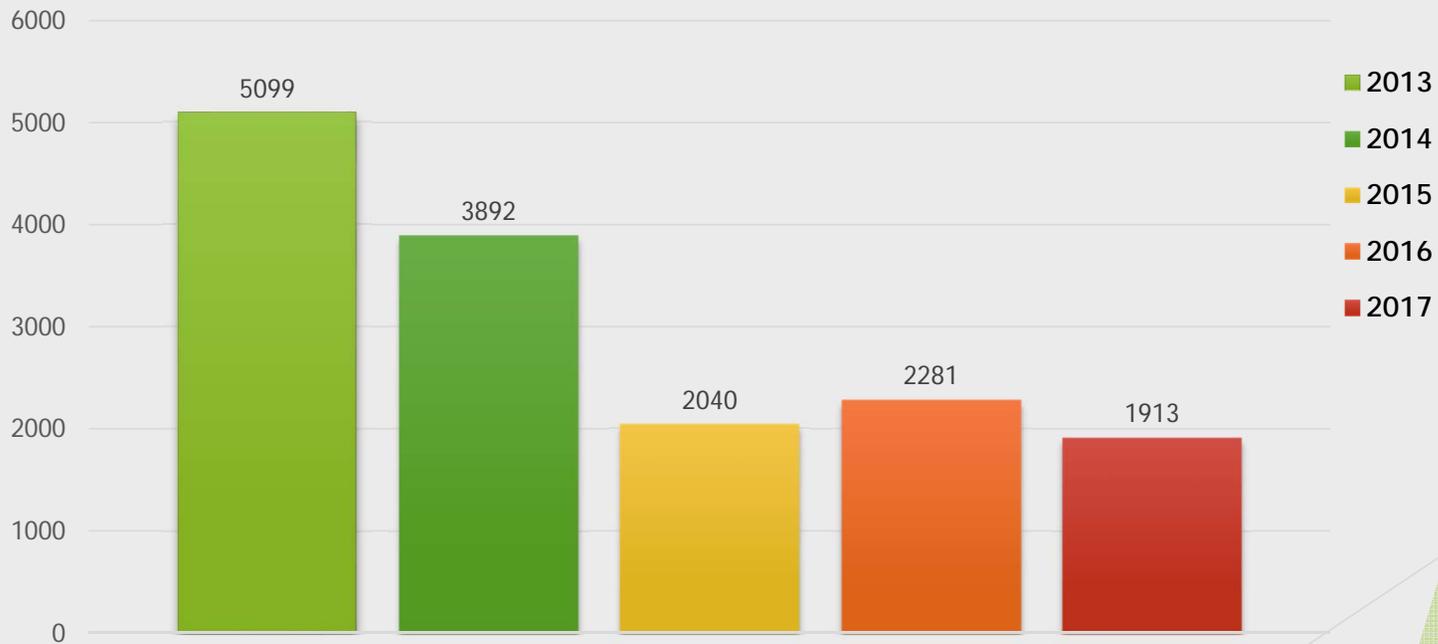
# Criminal Court Hearings (2013-Present)



# Civil Infractions Filed (2013-Present)



# Hearings on Civil Infractions (2013-Present)



# Probation Services

Current as of 4/28/17	Probation Caseload
Total Number of Probationers	358
DV-Related Convictions	125
DUI-Related Convictions	156
Other Crimes	60

\*\*Court will be requesting to  
Increase Probation to FTE in 2018  
due to new hires at PD.

- Ms. Patrick became a Certified Facilitator of “Coping with Anger MRT”
- Serves as Misdemeanant Corrections Association PR Chair
- Serves as District & Municipal Court Judges’ Association Liaison

# SEPA CATEGORICAL EXEMPTION FLEXIBLE THRESHOLDS

May 11, 2017

Laura Techico, AICP, Senior Planner

Denise Lathrop, AICP, Community Development Manager

- ▶ Enacted in 1971 (Chapter 197-11 WAC and Chapter 43.21C RCW).
- ▶ Requires that agencies incorporate the environmental implications of project development into their decision-making process.
- ▶ Information provided during the SEPA review process helps decision-makers, applicants, and the public understand how a proposal will affect the environment.
- ▶ Gives agencies the tools to both consider and mitigate for the environmental impacts of proposals.
- ▶ Provisions to ensure the involvement of the public, tribes, and interested agencies in decisions with environmental impacts.

## STATE ENVIRONMENTAL POLICY ACT (SEPA)

- ▶ WAC 197-11-800 lists those proposed actions which are categorically exempt (CE) – those that do not significantly affect the environment and do not require a threshold determination or any environmental document to be prepared.
- ▶ WAC 197-11-800(1)(c) and (d) contain flexible thresholds whereby cities or counties may raise CE levels to a specified maximum level by ordinance or resolution.
- ▶ Washington State Legislature passed SB 6406, effective on January 1, 2013, raising CE flexible thresholds.

## CATEGORICAL EXEMPTIONS

	WAC 197-11-800(1)(d) Maximum Thresholds	Des Moines DMMC 16.05.330 Adopted Categorical Exemptions	SeaTac SMC 16A.23.060(E) Adopted Categorical Exemptions	Burien BMC 14.10.040(1)(a) Adopted Categorical Exemptions	Kent KMC 11.03.210(A) Adopted Categorical Exemptions	Federal Way FWMC 14.15.030(1) Adopted Categorical Exemptions
Single Family Residential	30 units		9 units	20 units	30 units	
Multifamily Residential	60 units	15 units	20 units	20 units	60 units	20 units
Barn, loafing shed, farm equipment storage, produce storage or packing structure	40,000 square feet				40,000 square feet	10,000 square feet
Office, school, commercial, recreational, service, storage building, parking facilities	30,000 square feet and 90 parking spaces	10,000 square feet and 35 parking spaces	12,000 square feet and 50 parking spaces	12,000 square feet and 40 parking spaces	30,000 square feet and 90 parking spaces	12,000 square feet and 40 parking spaces
Fill or excavation	1,000 cubic yards	300 cubic yards	750 cubic yards	500 cubic yards	1,000 cubic yards	500 cubic yards

- ▶ Cities and counties must document that adequate adopted development regulations are in place to mitigate impacts.
- ▶ Document public notice and comment procedures for projects included in the increased exemption levels.
- ▶ As federal, state, and local codes have become more detailed, the SEPA process has become less valuable to the City and more redundant to applicants. The majority of SEPA reviews result in a Determination of Non-Significance.
- ▶ Per the DMMC, Land Use Review Types II through IV incorporate public comment.
- ▶ Municipal code changes, such as dimensional standards in the zoning code, undergo SEPA review with an opportunity for comment/appeal.

## DISCUSSION

SEPA Authority by Element of the Environment (WAC 197-11-444)	How Addressed by Other Codes/Rules
<b>Earth</b>	Chapter 14.20 DMMC – Land Filling, Clearing and Grading Code; Chapter 11.08 DMMC – Surface Water Management Program; Chapter 11.20 DMMC – National Pollution Discharge Elimination System (NPDES); Chapter 16.10 DMMC – Environmentally Critical Areas; Title 18 DMMC - Zoning
<b>Air</b>	United States Environmental Protection Agency (EPA); Washington State Department of Ecology, Chapter 173-400 WAC – General Regulations for Air Pollution Sources; Puget Sound Clean Air Authority
<b>Water</b>	Chapter 11.08 DMMC – Surface Water Management Program; Chapter 11.20 DMMC – National Pollution Discharge Elimination System (NPDES); Chapter 16.10 DMMC – Environmentally Critical Areas; Chapter 16.20 DMMC – Shoreline Master Program  State Hydraulic Project Approvals; WAC 173-201A – Water Quality Standards for Surface Waters of the State of Washington; WAC 173-200 – Water Quality Standards for Ground Waters of the State of Washington
<b>Plants and Animals</b>	Chapter 16.10 DMMC – Environmentally Critical Areas; Chapter 17.35 DMMC – Layout and Design of Subdivisions and Similar Requirements; Chapter 18.195 DMMC – Landscaping and Screening; Chapter 16.20 DMMC – Shoreline Master Program  Federal and State Endangered Species Regulations in 16 USC §1531 et seq. and Chapter 77.12 RCW
<b>Environmental Health</b>	Chapter 7.16 DMMC – Maximum Environmental Noise Levels  Federal, state, and regional regulations, as well as local Fire and Building Codes are the primary means of mitigating risks associated with hazardous and toxic materials
<b>Land and Shoreline Use</b>	Chapter 16.10 DMMC – Environmentally Critical Areas; Title 18 DMMC – Zoning; Chapter 16.20 DMMC – Shoreline Master Program; Title 17 DMMC - Subdivisions

SEPA Authority by Element of the Environment (WAC 197-11-444)	How Addressed by Other Codes/Rules
<b>Housing</b>	Title 18 DMMC - Zoning and development standards provide for a broad range of housing types in the City and zone for a variety of densities
<b>Aesthetics</b>	Chapter 18.235 DMMC – Design Review; Pacific Ridge Neighborhood Design Guidelines; Marina District Design Guidelines;
<b>Light and Glare</b>	Title 18 DMMC – Zoning; Chapter 18.235 DMMC – Design Review; Pacific Ridge Neighborhood Design Guidelines; Marina District Design Guidelines
<b>Recreation</b>	Title 17 DMMC – Subdivisions; Chapter 16.20 DMMC – Shoreline Master Program; Chapter 18.230 DMMC – Planned Unit Developments; Chapter 18.155 DMMC – Multifamily Recreation Areas; Parks, Recreation, and Senior Services 2016 Master Plan
<b>Historic and Cultural Preservation</b>	Chapter 18.215 DMMC - Protection of Historic and Archeological Resources  Federal and State regulations that address the protection of cultural and archeological resources include RCW 27.34, 27.53 & 27.44; and WAC 25.48
<b>Transportation</b>	Title 12 DMMC – Streets, Sidewalks, and Public Places, including Chapter 12.15 DMMC – Street Development Standards, Chapter 12.40 DMMC – Transportation Impact Fees, Chapter 12.70 DMMC – Commute Trip Reduction
<b>Public Services and Utilities</b>	Chapter 14.10 DMMC – Fire Code, Additional Requirements and Amendments; Title 11 DMMC – Utilities; Chapter 17.35 DMMC – Layout and Design of Subdivisions and Similar Requirements; Chapter 7.08 DMMC – Solid Waste Disposal and Collection

- ▶ Are the maximum increased threshold levels appropriate for Des Moines?
- ▶ If not, what is the sweet spot?
- ▶ Direct staff to prepare an ordinance to adopt new flexible thresholds?

## POLICY QUESTIONS

	WAC 197-11-800(1)(d) Maximum Thresholds	Des Moines DMMC 16.05.330 Adopted Categorical Exemptions	SeaTac SMC 16A.23.060(E) Adopted Categorical Exemptions	Burien BMC 14.10.040(1)(a) Adopted Categorical Exemptions	Kent KMC 11.03.210(A) Adopted Categorical Exemptions	Federal Way FWMC 14.15.030(1) Adopted Categorical Exemptions
Single Family Residential	30 units		9 units	20 units	30 units	
Multifamily Residential	60 units	15 units	20 units	20 units	60 units	20 units
Barn, loafing shed, farm equipment storage, produce storage or packing structure	40,000 square feet				40,000 square feet	10,000 square feet
Office, school, commercial, recreational, service, storage building, parking facilities	30,000 square feet and 90 parking spaces	10,000 square feet and 35 parking spaces	12,000 square feet and 50 parking spaces	12,000 square feet and 40 parking spaces	30,000 square feet and 90 parking spaces	12,000 square feet and 40 parking spaces
Fill or excavation	1,000 cubic yards	300 cubic yards	750 cubic yards	500 cubic yards	1,000 cubic yards	500 cubic yards