

AGENDA

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

February 22, 2018 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

Item 1: WASHINGTON SCUBA ALLIANCE PRESENTATION

ADMINISTRATION REPORT

Item 1: AVIATION ADVISORY COMMITTEE UPDATE

CONSENT CALENDAR

Page 1 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfer through February 14, 2018 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#152849-153309	\$2,138,102.71
Electronic Wire Transfers	#968-975	\$ 519,133.01
Electronic Wire Transfers	#976-976	\$ 0.00
Electronic Wire Transfers	#977-985	\$ 285,230.06
Electronic Wire Transfers	#989-993	\$ 341,222.83
Electronic Wire Transfers	#994-995	\$ 0.00
Electronic Wire Transfers	#996-996	\$ 106,567.36
Payroll Checks	#19014-19018	\$ 870.22
Payroll Deposit	#10001-10174	\$ 320,920.67
Payroll Checks	#19019-19023	\$ 703.70
Payroll Deposit	#30001-30171	\$ 348,293.71
Payroll Checks	#19024-19026	\$ 2,693.43
Payroll Deposit	#50001-50182	\$ 348,556.35
Total Certified Checks, Wires, A/P and Payroll Vouchers:		\$4,412,294.05

Page 3 Item 2: SECOND READING: CITY COUNCIL RULES OF PROCEDURE UPDATES
Motion is to adopt Draft Resolution 18-012 updating the *City Council Rules of Procedure*, on second reading.

OLD BUSINESS

Page 13 Item 1: POVERTY BAY SHELLFISH PROTECTION DISTRICT FORMATION
Staff Presentation: Public Works Director Brandon Carver

NEW BUSINESS

Page 17 Item 1: MARINA DISTRICT PEDESTRIAN ENHANCEMENT AND UTILITY
UNDERGROUNDING PROJECT PHASE 1 – PROJECT AUTHORIZATION AND
PSE SCHEDULE 74 AGREEMENT APPROVAL FOR DESIGN
Staff Presentation: Public Works Director Brandon Carver

EXECUTIVE SESSION

PERFORMANCE OF A PUBLIC EMPLOYEE UNDER RCW 42.30.110(1)(g) –
30 minutes

NEXT MEETING DATE:

March 1, 2018 City Council Study Session

ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval
22-Feb-18
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 Feb 22, 2018 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through February 14, 2018 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:


 Cecilia Pollock, Finance Operations Manager

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	152849 -	153309	2,138,102.71
Electronic Wire Transfers	968 -	975	519,133.01
Electronic Wire Transfers	976 -	976	0.00
Electronic Wire Transfers	977	985	285,230.06
Electronic Wire Transfers	989	993	341,222.83
Electronic Wire Transfers	994	995	0.00
Electronic Wire Transfers	996	996	106,567.36
Total claims paid			3,390,255.97
Payroll Vouchers			
Payroll Checks	19014 -	19018	870.22
Direct Deposit	10001 -	10174	320,920.67
Payroll Checks	19019	19023	703.70
Direct Deposit	30001	30171	348,293.71
Payroll Checks	19024	19026	2,693.43
Direct Deposit	50001	50182	348,556.35
Total Paychecks/Direct Deposits paid			1,022,038.08
Total checks and wires for A/P & Payroll			4,412,294.05

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Second Reading: City Council Rules of Procedure Updates

FOR AGENDA OF: February 22, 2018

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: February 15, 2018

ATTACHMENTS:

- 1. Draft Resolution No. 18-012
- 2. Rules of Procedure (Updated March 2017)\ (Available Online)

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- Legal
- Finance
- Courts
- Police

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

Purpose and Recommendation

The purpose of this agenda item is for the City Council to adopt proposed amendments to the *Des Moines City Council Rules of Procedure* pursuant to chapter 4.12 DMMC.

Suggested Motion

Motion: "I move to adopt Draft Resolution No. 18-012 updating the *City Council Rules of Procedure*, on second reading."

Background

The last time the *City Council Rules of Procedure* were updated was 2017. Since that time, the following issues have arisen that need to be addressed:

1. During the annual audit process, the state auditors requested that the notice requirement for a “special meeting” include a provision that states what the duration of the meeting will be. This language has been included to fulfill that request.
2. As a result of the recent election and the need to assign Councilmembers to committees, discussions were held with staff regarding the names and duties of certain committees. Given the importance of being adequately prepared for an emergency as well as the emphasis that the City has recently given to emergency management, it is recommended that the Public Safety and Transportation Committee be changed to the “Public Safety and Emergency Management Committee.” As there are a great deal of important transportation related projects currently being planned, developed, or constructed at this time in and around the City, it is recommended that a “Transportation Committee” be created and devoted solely to these important issues. Finally, since there was very little business related specifically to finance in the Finance and Economic Development Committee, it is recommended that this Committee name be changed to simply the “Economic Development Committee.”
3. The final amendment relates to a requirement that the Mayor read the title of an Ordinance prior to its passage. Historically, the Mayor has read the title after the Ordinance has passed, which is not in alignment with this rule. There is no state law requirement to publicly read the title of an Ordinance before or after passage. It is recommended this language be removed in order to streamline meetings and avoid any potential violation of Council Rules.

Discussion

DMMC 4.12.030 provides that “[a]ny amendment or new rules shall be submitted in resolution form at a regular meeting and shall be placed on the Council agenda under the order of new business. A vote of the Council to adopt such a resolution shall occur at a subsequent regular meeting.”

This Draft Resolution was considered at the February 15, 2018 City Council meeting for a first reading in accordance with the rules.

Alternatives

The alternatives would be:

- (1) Not to adopt the Draft Resolution, or
- (2) To further revise the proposed amendments in Draft Resolution No. 18-012.

Financial Impact

None.

CITY ATTORNEY'S FIRST DRAFT 01/30/2018**DRAFT RESOLUTION NO. 18-012**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, amending the *Des Moines City Council Rules of Procedure* ("Rules") last amended on March 9, 2017, to update the notice requirements for special meetings, amend committee names, and streamline ordinance adoption procedures.

WHEREAS, DMMC 4.12.030 provides that the rules "...may be amended or new rules may be adopted by an affirmative vote of at least a majority of the whole membership of the council," and

WHEREAS, DMMC 4.12.030 further provides that "...[a]ny such amendments or new rules shall be submitted in resolution form at a regular meeting and shall be placed on the council agenda under order of new business," and

WHEREAS, a vote of the Council to adopt a resolution amending the Council Rules shall occur at a subsequent regular meeting, and

WHEREAS, a comprehensive review of the Rules was conducted and the City Council finds that the amendments proposed are necessary and appropriate; now therefore,

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

Sec. 1. The *Des Moines City Council Rules of Procedure, Updated March 9, 2017* by Resolution No. 1356, is hereby amended to read as follows:

SPECIAL COUNCIL MEETINGS

RULE 8. It is the intent of the Des Moines City Council that the procedures of this Council Rule 8 are enforceable to the same extent as RCW 42.30.080, as the City's implementation of the Open Public Meetings Act special meeting requirements set forth at RCW 42.30.080. Procedures for setting a special meeting are as follows:

(a) A special meeting may be called by the Mayor or any four members of the Council.

Resolution No. _____

Page 2 of _____

(b) Notice of the special meeting shall be prepared in writing. The notice shall contain the following information about the meeting: time, place, duration of meeting, and business to be transacted. The notice shall be reviewed by the City Attorney for proper legal form. After the preliminary agenda has been approved by the Presiding Officer, a copy of the agenda and supporting materials shall be prepared for Councilmembers, the City Manager, and the press by close of business Friday prior to the Special Council Meeting, except in case of an emergency.

(c) (1) The notice shall be delivered by mail, by electronic mail to an address designated by the receiver of the email, or personally to each Councilmember, the City Manager, and the business office of each local newspaper and radio and television station which has on file a written request for notice of special meetings. The notice must be delivered at least twenty-four (24) hours prior to the meeting.

(2) When email notice is given to Councilmembers, the City Clerk shall provide confirming follow up of such email notice by making a personal telephone call directly to each Councilmember who has made a standing written advance request to the City Clerk for such follow up telephone call. The City Clerk shall document the date and time of such follow up telephone call.

(d) The notices provided in this section may be dispensed within the circumstances provided by RCW 42.30.080; that is:

(1) As to any member who at, or prior to the time the meeting convenes files with the Clerk a written waiver of notice,

(2) As to any member who was actually present at the meeting at the time it convenes, and

(3) In the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage. (Res. 525

Resolution No. ____
Page 3 of ____

§1, 1988, amended by Res. 788, 1995, amended by Res. 1011, 2006, amended by Res. 1140, 2011, amended by Res. 1189, 2012, amended by Res. 1356, 2017, Amended by Res. _____, §1, 2018).

Sec. 2. The *Des Moines City Council Rules of Procedure, Updated March 9, 2017* by Resolution No. 1356, is hereby amended to read as follows:

COMMITTEES

Rule 23. The procedures governing all committees of the Council shall be as follows:

(a) The following standing committees shall consist of three members of the Council appointed by the Mayor in January of each year or at such time as new standing committees are authorized: Environment, Municipal Facilities, Public Safety & Emergency Management, Transportation, and Finance and Economic Development.

(b) Council Committees for a particular purpose may be formed by motion of Council and members shall be appointed by the Mayor.

(c) Committees shall make a recommendation on proposed ordinances, resolutions and motions, within their area of responsibility before action is taken by the Council. Minutes shall be kept of each City Council standing and special committee meeting, listing discussion topics, comments made, and any final recommendations.

The Committee Chair shall present the recommendations of the committee to the City Council at a regular City Council meeting during the discussion of the item of business. (Res. 575 §1, 1989, Amended by Res. 602 1990, Amended by Res. 633 1990, Amended by Res. 664 1991 Amended by Res. 685 1992, Amended by Res. 754 §3, 1994, Amended by Res. 931, §1, 2002, Amended by Res. 940, §1 2002, Amended by Res. 1140, 2011, Amended by Res. _____, §2 2018).

Resolution No. ____
Page 4 of ____

Sec. 3. The *Des Moines City Council Rules of Procedure, Updated March 9, 2017* by Resolution No. 1356, is hereby amended to read as follows:

ORDINANCES

RULE 26. The procedure for ordinances is as follows:

(a) All ordinances shall have two separate readings. At each reading, ~~the title of an ordinance shall in all cases be read prior to its passage; provided that should if a Councilmember requests that the entire ordinance, or certain of its sections, or the title be read,~~ such requests shall be granted. Printed copies shall be made available upon request to any person attending a Council meeting.

(b) The provision requiring two separate readings of an ordinance may be temporarily suspended at any meeting of the Council by a majority vote of all members present.

(c) If a Motion to pass an ordinance to a second reading fails, the ordinance shall be considered lost.

(Res. 525 S1, 1988, Amended by Res. 1140, 2011, Amended by Res. _____, §3 2018).)

ADOPTED BY the City Council of the City of Des Moines, Washington this _____ day of _____, 2018 and signed in authentication thereof this _____ day of _____, 2018.

M A Y O R

APPROVED AS TO FORM:

City Attorney

Resolution No. _____
Page 5 of _____

ATTEST:

City Clerk

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ATTACHMENT 2

CITY COUNCIL RULES OF PROCEDURE

May be Found at:

<http://wa-desmoines.civicplus.com/DocumentCenter/View/90>

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Poverty Bay Shellfish Protection
District Formation

FOR AGENDA OF: February 22, 2018

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

DATE SUBMITTED: February 15, 2018

- 1. February 7, 2018 memo to the City Council

CLEARANCES:

- Community Development *SMC*
- Marina _____
- Parks, Recreation & Senior Services _____
- Public Works *PBC*

CHIEF OPERATIONS OFFICER: *DJS* _____

- Legal _____
- Finance _____
- Courts _____
- Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: _____

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 update 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. 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 consisting of representatives from 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 in shellfish harvesting status triggers a requirement in state law (RCW 90.72.045) for a District to be formed. 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 (if necessary).

Discussion

On February 7, 2018, staff sent a memo to the City Council (Attachment 1) with information about the current status of the technical committee work, and a draft of the King County Draft ordinance this is scheduled for public hearing in front of the County Council in March.

The purpose of this memo was to update the City Council as to the status and current draft legislation being considered by King County regarding the establishment of the Poverty Bay Shellfish Protection District. On November 16th King County provided the original draft ordinance language to the Poverty Bay technical committee and cities for comments. The proposed ordinance would establish the Poverty Bay Shellfish Protection District and Implementation Plan after being approved by the King County Council. Staff has provided multiple comments to King County over the past several weeks.

A presentation will be given to the City council in regards to the district formation and the updates that have occurred since the last Council update on November 30th. The presentation will include updates on the proposed King County ordinance and draft closure response plan.

Financial Impact

No impact to City budget at this time.



Surface Water Management

DATE: February 7th, 2018

TO: City of Des Moines Mayor and Council Members

FROM: Tyler Beekley, Water Quality Specialist *TAB 2/7/18*
 Loren Reinhold, SWM Utility Manager *LDR 2/7/18*
 Brandon Carver, Public Works Director *BC 2/7/18*

SUBJECT: Poverty Bay Shellfish Protection District - Update

Purpose:

The purpose of this memo is to update the City Council as to the status and current draft legislation being considered by King County regarding the establishment of the Poverty Bay Shellfish Protection District.

Background:

State law RCW 90.72.045 requires King County to create a Shellfish protection District for the Poverty Bay Shellfish Beds that have been downgraded by the Washington State Department of Health. This District was required to be formed no later than six months from the downgrade notice (March 14, 2016) and implemented sixty days thereafter. In advance of the downgrade King County formed a technical committee which initiated water quality sampling to find sources of bacteria. Although samples have indicated that fecal coliform is present no identifiable sources have been found to date.

In regards to the formation of the district the City's approach has been to comment on the legislation as we assume it is inevitably coming due to liability concerns the County may face. The City of Des Moines will continue to participate on the technical committee to help form the framework of the response plan (draft attached) and the assist in the ultimate dissolving of the district.

King County's Draft Ordinance:

On November 16th King County provided draft ordinance language to the Poverty Bay technical committee for comments. The proposed ordinance would establish the Poverty Bay Shellfish Protection District and Implementation Plan after being approved by the King County Council.

On December 15th staff provided King County with the following comments for the draft ordinance:

1. [Section 6] Currently this section of the ordinance describes the “review of continued need for this district every two years”. Add additional language to this section which sets a termination or sunset date in which the ordinance is repealed and the district is no longer in effect.
2. [Section 6] In Section 6 of the ordinance add new language which describes the conditions that must be met in order for the district to be removed.
3. [New Section] A new section should be added to the ordinance which outlines specific language that prohibits a fee or tax from being implemented as a funding mechanism for the district.
4. [New Section] Add language that outlines the process and requirements for changing the district boundary.

On January 2nd King County provided a second version of the draft ordinance. This version of the draft ordinance addressed comments 1. and 2. by adding the language “The Poverty Bay Shellfish Protection District shall be dissolved and this chapter repealed upon the Washington state Department of Health’s removal of the downgrade of the commercial shellfish harvesting area of Poverty Bay.”.

On January 10th King County provided a third and most current version of the draft ordinance (attached) and addressed comment 4. by stating that the process and requirements for changing the district boundary will be determined by the technical committee at the next meeting and will be documented in the closure plan. The County provided feedback on comment 3. which addresses a tax/fee, King County stated that they are “confident there is no interest from the County council to include a fee in the ordinance, however we are unable to add specific language prohibiting a fee. This is because we cannot bind future county legislative authority – see Wash AGO 2012 No. 4.”. However the response plan indicates “There is currently no plan to use the district as a funding mechanism.”

King County’s Next Steps:

- February/March: Finalizing ordinance and Closure Response Plan through external review
- As of February 2nd: King County met with the technical committee to discuss the final documents and boundary adjustment recommendation process
- February: Submit final ordinance and plan language for internal King County Review
- March 22nd (tentative): Transmit ordinance package to King County council

Des Moines’ Next Steps:

At this time staff is preparing to provide the City Council a more comprehensive update on February 22nd. Staff will also be seeking Council direction as to any further comments regarding the process with King County. Additionally, City staff has invited the State Department of Health to attend the Council update.

If you have any comments on the attached draft ordinance. Feel free to forward those to City staff.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Marina District Pedestrian
Enhancement and Utility Undergrounding Project
Phase 1 - Project Authorization and PSE Schedule
74 Agreement Approval for Design

ATTACHMENTS:

1. Schedule 74 Underground Conversion –
Project Design Agreement with PSE
2. 2018 – 2023 CIP - Downtown Alley
Improvement Plan sheet
3. 2018 Downtown Alley Improvement
Project Worksheet
4. RCW 35.96.050
5. Property Owner letter (w/o enclosure)

FOR AGENDA OF: February 22, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: February 14, 2018

CLEARANCES:

- [] Community Development N/A
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Public Works PBC

CHIEF OPERATIONS OFFICER: DSS

- [X] Legal 56
 [X] Finance CP
 [] Courts N/A
 [] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to confirm Council's policy direction to begin the Marina District Pedestrian Enhancement project by undergrounding all aerial facilities on the alleyway between 7th Avenue South and Marine View Drive between the cross streets of South 223rd St and South 227th St. Additionally, to authorize the City Manager to enter into an agreement with Puget Sound Energy (PSE) for the design and joint utility construction of the aerial utilities within the right-of-way. Staff recommends approval of the following suggested motions:

Suggested Motions

Motion 1: "I move to direct staff to make the necessary arrangements to have all of the existing electrical and overhead distribution utilities undergrounded in accordance with the requirements of Chapter 12 of the Des Moines Municipal Code for the alley between 7th Avenue South and Marine View Drive from South 223rd Street to South 227th Street."

Motion 2: “I move to direct Administration to authorize Puget Sound Energy to proceed with the design of undergrounding the distribution system and joint utility trench for the aerial utilities, in accordance with the Schedule 74 Underground Conversion Project Design Agreement (Attachment 1) and sign such agreement in the form as submitted.”

Background

In the Marina District, a 20 foot wide right-of-way runs from South 227th Street to South 219th Street between 7th Ave South and Marine View Drive. This multi-block alleyway has portions that are paved and portions that are unpaved with gravel surfacing. The City has long envisioned a more pedestrian friendly environment with a focus on activating the alley and providing pedestrian connectivity from the Marina to the businesses and services on 7th Ave South and Marine View Drive South. The east west connections from Marine View Drive to the Marina are limited to South 227th and South 223rd Streets. Due to the high traffic volumes on Marine View Drive, the parallel alleyway has been viewed as an ideal pedestrian corridor with potential economic benefits to area businesses. The alley improvements are also a key component of future Marina re-development through enhancement of pedestrian circulation.

In addition to portions of the multi-block alleyway that are unpaved (between South 227th and South 223rd) there are seven (7) PSE owned utility poles. These utility poles present obstacles within the alleyway from a pedestrian perspective as the right-of-way is shared for all transportation modes as well as delivery and service vehicles.

Discussion

In July of 2016 the City Council approved the 2017 – 2022 Capital Improvement Plan which acknowledged the downtown alley pedestrian improvement need and created a capital project with the intent for design to occur in 2017 and construction in 2018. However, due to record levels of development activity in 2017, this project was not started. In July of 2017, the City Council approved the 2018 – 2023 Capital Improvement Plan, again providing for funding of a “Downtown Alley Improvement” (Attachment 2) with design pushed to 2019 and construction occurring in 2020 in order to better reflect staffing resource capacity and priorities in the near term.

With the increased economic development planning efforts in the Marina becoming a more focused priority, the City was able to secure a grant from the Port of Seattle to fund an initial Marina floor re-development study in the fall of 2017. This study identified pedestrian circulation, including the alley, as a vital element of the Marina re-development. Along with the increased development activity in the downtown, including the Adrianna Senior Housing development (under construction), the Des Moines Theater redevelopment (ready for construction), the Seascape Development (ready for construction), and other projects near the core of this alleyway, staff began to look at advancing the Downtown Alley Project to begin design in late 2017/early 2018 to better coincide with the soon to be realized pedestrian activity associated with the development pipeline. A meeting was held with PSE to discuss options for project delivery in August 2017 at which the idea of PSE taking the design and construction lead for the joint utility trench and siting of pad mounted transformers was discussed. Since the current City staff resources are at capacity, utilizing PSE as the design and construction lead could allow for project advancement in 2018 versus 2019/2020. The City Manager proposed budget and subsequent adopted City Council budget for 2018 acknowledged this potential project advancement strategy and allocated funding (Attachment 3) for design and construction in 2018 utilizing the Adrianna sidewalk sale proceeds, and One-Time Sales Tax to fund the improvements.

The proposed design agreement with PSE involves the full alleyway from South 227th to South 223rd. However, the construction is being proposed in 2 phases. Phase 1 will occur between South 223rd and

South 225th and Phase 2 limits will be from South 225th to South 227th. Under the Schedule 74 Agreement (Attachment 1), PSE will design the undergrounding of the existing aerial electrical lines and provide the space for the other aerial utilities (Comcast and CenturyLink) to reside in the joint trench. PSE will need the other aerial utilities to meet PSE's installation schedule or the other aerial utilities will have to move their lines underground in a separate trench on a separate timeline. Typically, this added step is avoided and joint utility trenches are coordinated into a single trench. If Council approves the proposed design agreement, there will be a future Construction Agreement with PSE forthcoming. It is important to note that the City will be contractually responsible for certain elements of the construction activity, some of which include:

- Responsibility for coordinating all work to be performed in connection with the alleyway improvement.
- **Provide notification to all persons and entities with the Conversion Area that service lines to such customers must be converted from overhead to underground service within the applicable statutory period following written notice from the City that service from underground facilities are available in accordance with RCW 35.96.050 (Attachment 4).**

Property owners within the underground project limits are required and responsible 1) to hire their own contractors to convert their overhead utilities service to the new underground service, and 2) for all costs associated with connecting to the new underground system.

It is worthwhile noting that RCW 35.96.050 (2) requires all electric and communication service lines from the existing overhead facilities within the area to any structure or improvement must be disconnected and removed within **ninety** days after the date of the mailing of the notice, and (3) should such owner fail to convert such service lines from overhead to underground within **ninety** days after the date of the mailing of the notice, the electric and communication utilities will be disconnected and removed, without service.

Staff sent a letter to potentially affected property owners (Attachment 5) on February 14, 2018 to provide advance notice of the Enhancement and Undergrounding project and an opportunity to comment in writing or at the February 22, 2018 Council Meeting.

Alternatives

The City Council may:

Elect not to approve the proposed Schedule 74 Design Agreement and keep the project on the original design and construction plan.

Financial Impact

Anticipated project expenditures are accounted for in the 2018 Downtown Alley Improvement project worksheet.

Recommendation

Staff recommends Council adoption of the suggested motions.

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November 9, 2017

Via Electronic Mail

Brandon Carver
Public Works Director
21650 11th Ave South
Des Moines, WA 98198
206-870-6543; BCarver@desmoineswa.gov

**RE: City of Des Moines 223rd to 227th Alley Utility Conversion Project-Phase 1
Design Cost and Schedule Presentation**

Dear Brandon:

Enclosed find our presentation of the estimated cost and proposed schedule to perform the Design Work for this project. Once you have reviewed these materials, please contact me to discuss their contents and any questions you may have. Please note that PSE will not begin this Design Work until we have received from the City a written notice to proceed to do so.

Please review these materials and then contact me at (206)348-9637 or *Jason.Airey@pse.com*. The sooner we agree on any adjustments to these materials and receive written notice to proceed from the City, the sooner we can get started. I look forward to hearing from you.

Sincerely,

Jason Airey
Project Manager

cc: Dennis Booth, Senior Project Manager for PSE; Sandy Leek, MLM for PSE; Dan Brewer, City of Des Moines; Scott Romano, City of Des Moines

Enclosures

Des Moines-223rd to 227th Phase 1 Sched 74 Design Agreement
Des Moines-223rd to 227th Phase 1 Design Estimate
Des Moines-223rd to 227th Phase 1 Good Faith Const. Estimate Cost

SCHEDULE 74 UNDERGROUND CONVERSION

Project Design Agreement

Project Name: 223rd to 227th Alley-Schedule 74 Utility Conversion

Project Number: 101108874

THIS Agreement, dated as of this ____ day of _____, 2017, is made by and between The City of Des Moines, a Municipal Corporation (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy and, pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity is considering conversion of the Company's existing overhead electric distribution system to a comparable underground electric distribution, as more specifically described in the Scope of Work (as defined in paragraph 2, below) furnished to the Company by the Government Entity (the "Conversion Project").

C. The Government Entity has requested that the Company perform certain engineering design services and otherwise work cooperatively with the Government Entity to develop a mutually acceptable Project Plan (as defined in paragraph 6, below) for the Conversion Project, in accordance with and subject to the terms and conditions of this Agreement (the "Design Work").

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the Design Work for the Conversion Project.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement.
2. The Government Entity shall, within ten (10) business days after the date of this Agreement, provide the Company with a written scope of work for the Conversion Project which includes, among other things, (a) a reasonably detailed description of the scope of the work required for the Conversion Project, (b) a list of the key milestone dates for the Conversion Project, (c) reasonably detailed drawings showing any associated planned improvements to the Public Thoroughfare, and (d) a statement as to whether the Government Entity desires to install the ducts and vaults for the Conversion Project (the "Scope of Work"). The Government Entity shall provide the Company two (2) hard copies of the Scope of Work and a copy of the relevant electronic file(s) in a mutually agreed electronic format.
3. Within ten (10) business days of its receipt of the Scope of Work, the Company shall prepare and submit to the Government Entity (a) a reasonably detailed, good faith estimate of the cost to perform the Design Work (the "Design Cost Estimate"), and (b) a proposed schedule for completion of the Design Work which, to the extent reasonably practicable, reflects the applicable key milestone dates

specified in the Scope of Work and provides for completion of the Design Work within ninety (90) business days from the date the Company receives the Government Entity's notice to proceed under paragraph 5, below (the "Design Schedule"). The proposed Design Cost Estimate and the proposed Design Schedule shall be based upon the then-current Scope of Work. Unless otherwise specified in the Scope of Work, the Design Work shall not include negotiation or acquisition of third party property rights but shall include preliminary planning between the Company and the Government Entity regarding their respective obligations for negotiating and acquiring third party property rights.

4. Within ten (10) business days after the Government Entity's receipt of the proposed Design Cost Estimate and the proposed Design Schedule from the Company, the Government Entity and the Company shall meet in order to (a) review the proposed Design Cost Estimate, (b) review the proposed Design Schedule; (c) review the Scope of Work, and (d) make any changes necessary to create a final Scope of Work, final Design Cost Estimate, and final Design Schedule that are reasonably acceptable to both parties. If the parties are unable to agree upon a final version of the Scope of Work, Design Cost Estimate, and/or Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The final Scope of Work, Design Cost Estimate and Design Schedule, once determined in accordance with this paragraph 4, may thereafter be changed or amended only in accordance with the change procedures set forth in paragraph 13, below.
5. The Government Entity shall, within ten (10) business days after determination of the final of the Scope of Work, Design Cost Estimate, and Design Schedule, issue (a) a written notice to proceed which shall delineate the final Scope of Work, Design Cost Estimate, and Design Schedule, or (b) a written notice to terminate this Agreement without cost to the Government Entity. If the Government Entity terminates this Agreement, the costs incurred by the Company in preparing and submitting the Design Cost Estimate and the Design Schedule shall not be reimbursable to the Company, and the rights and obligations of the parties under this Agreement shall be terminated in their entirety and without liability to either party.
6. Following the Company's receipt of the notice to proceed, and within the applicable time period specified in the Design Schedule, the Company shall, with the cooperation and assistance of the Government Entity as outlined in this Agreement, prepare a project plan for the Conversion Project (the "Project Plan") which shall include, among other things, the following: (a) a detailed description of the work that is required to be performed by each party and any third party in connection with the Conversion Project (the "Construction Work"), (b) the applicable requirements, drawings, and specifications for the Construction Work, (c) a description of any operating and other property rights that are required to be obtained by each party for the Conversion Project (and the requirements and specifications with respect thereto), (d) a detailed estimate of the costs to be incurred by each party in its performance of the Construction Work, and (e) a detailed schedule for completing the Construction Work (including, without limitation, the dates for delivery of the ducts and vaults and other materials for use at the site of the Construction Work).
7. The Government Entity shall be responsible for coordinating the Design Work with all other design work to be performed in connection with the Conversion Project and any associated planned improvements to the Public Thoroughfare. The parties shall work together in an effort to mitigate the costs of the Conversion Project to each party, including, without limitation, identifying ways to accommodate the facilities of the Company to be installed as part of the Conversion Project within the Public Thoroughfare.
8. Within the applicable time period specified in the Design Schedule, the Company shall prepare and submit to the Government Entity a proposed initial draft of the Project Plan. The parties understand and acknowledge that the proposed Project Plan submitted by the Company shall be preliminary in nature and shall not include, without limitation, information required to be supplied by the Government Entity (e.g., scope and estimate of the cost of the Construction Work to be performed by the Government Entity).

9. Within the applicable time period specified in the Design Schedule, the Government Entity shall
 - (a) review the proposed Project Plan submitted by the Company, (b) complete any information required to be supplied by the Government Entity, (c) make any changes required to conform the proposed Project Plan to the Scope of Work and this Agreement, and (d) return the amended Project Plan to the Company.

10. Within the applicable time period specified in the Design Schedule, the Company shall review the amended Project Plan submitted by the Government Entity and notify the Government Entity in writing of either the Company's acceptance of, or the Company's specific objections to, the amended Project Plan. If the Company makes any objection to the amended Project Plan, and the parties are unable to resolve the objections and mutually agree upon the Project Plan prior to the final design date specified in the Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The Project Plan, as mutually agreed upon by the parties or established through the dispute resolution process, shall be attached to and incorporated in a Project Construction Agreement substantially in the form attached hereto as Exhibit A (the "Construction Agreement") which is to be signed by the parties prior to commencement of the Construction Work.

11. The parties intend and agree that the Design Work and the Project Plan in its final form shall conform to the following requirements:
 - (a) The Project Plan shall, if requested by the Government Entity in its initial Scope of Work, specify that the Government Entity shall install the ducts and vaults for the Conversion Project; provided that (i) the parties mutually agree upon and set forth in the Project Plan (A) the costs of such installation work to be included in the Cost of Conversion, and (B) the specifications and standards applicable to such installation work, and (ii) such installation work is accomplished by the Government Entity in accordance with the applicable design and construction specifications provided by the Company and set forth in the Project Plan.

 - (b) Each estimate of the costs to be incurred by a party shall, at a minimum, be broken down by (i) the design and engineering costs, (ii) property and related costs, including any costs of obtaining operating rights, and (iii) construction costs, including and listing separately inspection, labor, materials, and equipment.

 - (c) All facilities of the Company installed as part of the Conversion Project shall be located, and all related property and operating rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74. The Project Plan shall describe in detail the location of such facilities, any related property and operating rights required to be obtained, and the relative responsibilities of the parties with respect thereto.

 - (d) The schedule set forth in the Project Plan for completing the Construction Work shall include, at a minimum, milestone time periods for completion of the Trenching, installation of ducts and vaults, the construction and removal of any Temporary Service, and the removal of overhead facilities.

 - (e) The Project Plan may include the specification of work and requirements for Government-Requested Upgrades and Company-Initiated Upgrades; provided, however, that the costs incurred by the Company with respect to the design and engineering of Company-Initiated Upgrades shall not be included in the costs reimbursable to the Company under this Agreement or the Construction Agreement. For purposes of the foregoing, (i) the term "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced, and (ii) the term "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For

purposes of subparagraph (ii), above, a "comparable" system shall include, unless the parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less) of such diameter and number as may be specified and agreed upon in the final Scope of Work necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced. For purposes of subparagraph (i), above, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.

- (f) The Project Plan shall set forth all specifications, design standards and other requirements for the Construction Work and the Conversion Project, including, but not limited to, the following:
 - (i) applicable federal and state safety and electric codes and standards, (ii) applicable construction and other standards of the Company, and (iii) applicable street design and other standards of the Government Entity which are in effect as of the commencement of the Conversion Project.

12. Upon request of the Government Entity, and in any event at the times specified in the Design Schedule, the Company shall provide periodic reports which compare the actual costs of the Design Work incurred to that point in time to the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below. Further, if at any time the Company reasonably expects that the actual cost of the Design Work will exceed the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below, the Company shall notify the Government Entity immediately. Upon receipt of the Company's notice, the Government Entity may, at its option,

- (a) notify the Company in writing that this Agreement is terminated; or
- (b) request a reasonably detailed explanation supported by documentation (reasonably satisfactory to the Government Entity) to establish that the actual costs in excess of the Design Cost Estimate are:
 - (i) reasonable,
 - (ii) consistent with the Scope of Work, and
 - (iii) consistent with sound engineering practices.

If the Government Entity requests an explanation, the Government Entity shall, within ten (10) business days after receipt of the explanation,

- (a) change the Scope of Work in accordance with paragraph 13, below, or
- (b) direct the Company to continue with the Design Work without a change in the Scope of Work, but reserving to the Government Entity the right to dispute the reasonableness of the costs to be paid the Company under paragraph 14, below, in accordance with the dispute resolution procedures in paragraph 16, below, or
- (c) direct the Company to discontinue performing the Design Work pending resolution, pursuant to paragraph 16, below, of any dispute regarding the reasonableness of the costs, in which event the Design Schedule will be adjusted to reflect the delay, or
- (d) notify the Company in writing that this Agreement is terminated.

In the event the Government Entity terminates this Agreement or discontinues the performance of the Design Work under subparagraph (c), above, for more than ninety (90) days, the Government Entity shall pay the Company for all costs incurred by the Company in its performance of the Design Work prior to the date the Company receives the Government Entity's notice of termination, plus any costs incurred by the Company for materials and other items ordered or procured by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. The foregoing payment obligation shall survive any termination of this Agreement.

13. (a) Either party may, at any time, by written notice thereof to the other party, request changes to the Scope of Work (a "Request for Change"). No Request for Change shall be effective and binding upon the parties unless signed by an authorized representative of each party. If any approved Request for Change would cause an increase in the cost of, or the time required for, the performance of any part of the Design Work, an equitable adjustment in the Design Cost Estimate and the Design Schedule shall be made to reflect such increase. The parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each party shall, if requested by the other party, proceed with the Design Work in accordance with the Request for Change. Any such request to proceed must be accompanied by a written statement setting forth the requesting party's reasons for rejecting the proposed equitable adjustment of the other party.
- (b) The Design Cost Estimate and/or the Design Schedule shall be equitably adjusted from time to time to reflect any change in the costs or time required to perform the Design Work to the extent such change is caused by: (i) any Force Majeure Event under paragraph 17, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost, schedule or other aspect of the Design Work and was not known by or disclosed to the affected party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Design Work which are expressly identified by the parties in the final Scope of Work. Upon the request of either party, the parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution provisions in paragraph 16, below.
14. Upon completion of the Design Work (i.e., the date on which the Project Plan is final under paragraph 10, above, either by mutual agreement of the parties or as established through the dispute resolution procedures), the Government Entity shall pay the Company all actual, reasonable costs to the Company for the Design Work (which, if disputed in good faith by the Government Entity, may be submitted by either party for resolution pursuant to the dispute resolution provisions in paragraph 16, below), plus any costs incurred by the Company for materials and other items ordered by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. If, thereafter, the Construction Agreement is executed by the parties and the Conversion Project is completed within five (5) years from the date of this Agreement, the full amount of the costs incurred by the Company in its performance of the Design Work shall be included in the "Shared Company Costs" under the Construction Agreement and any payment of such amounts under this Agreement shall be credited to the Government Entity in calculating the "Net Amount" payable under the Construction Agreement.
15. Within sixty (60) business days after completion of the Design Work, the Company shall issue to the Government Entity an itemized invoice for the amounts payable under this Agreement. Such invoice shall be in a form mutually agreed upon by the Company and the Government Entity and shall, at a minimum, itemize the design and engineering costs, including and listing separately inspection, labor, materials and equipment. In the event the Government Entity does not verify such invoice within ten (10) business days of receipt, the Government Entity shall provide a written request to the Company specifying the additional information needed to verify the invoice. The Company will provide, within a reasonable period after receipt of any request, such documentation and information as the Government Entity may reasonably request to verify such invoice. The Government Entity shall pay the Company all amounts payable under this Agreement within thirty (30) days after receipt of the Company's invoice. Payment as provided in this Agreement shall be full compensation for the Company's performance of the Design Work, including without limitation all services rendered and all materials, supplies, equipment, and incidentals necessary to complete the Design Work.

16. Dispute Resolution Procedures:

- (a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the parties. A party who wishes dispute resolution shall notify the other party in writing as to the nature of the dispute. Each party shall appoint a representative who shall be responsible for representing the party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the parties' representatives in writing to the senior management of the parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the parties may agree upon), each party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.
 - (b) Any claim or dispute arising hereunder which relates to the Scope of Work, Design Cost Estimate, and Design Schedule under paragraph 4, above; the Project Plan under paragraph 10, above; or any Request for Change (including, without limitation, any associated equitable adjustment) under paragraph 13, above; and is not resolved by senior management within the time permitted under paragraph 16(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.
 - (c) In connection with any arbitration under this paragraph 16, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the parties. Each party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing party's costs and expenses by the other party.
 - (d) Unless otherwise agreed by the parties in writing, the parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.
17. In the event that either party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a third party; or any failure or delay in the performance by the other party, or a third party who is not an employee, agent or contractor of the party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.
18. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electric Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.

- 19. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity:

City of Des Moines
 21650 11th Ave South
 Des Moines, WA 98198
 Attn: Brandon Carver
 Phone Number 206-870-6543
 E-Mail: BCarver@desmoineswa.gov

If to the Company:

Puget Sound Energy, Inc.
 6905 South 228th Street
 Kent, WA. 98032
 Attn: Jason Airey
 Phone Number 206-348-9637
 E-Mail: Jason.Airey@pse.com

Either party may change its address specified in this paragraph by giving the other party notice of such change in accordance with this paragraph.

- 20. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.
- 21. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties.
- 22. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the parties, including but not limited to, any entity to which the rights or obligations of a party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:

Company:

PUGET SOUND ENERGY, INC.

BY _____

BY _____

ITS _____

ITS _____

Date Signed _____

Date Signed _____

Approved as to form:



Date: 11/6/2017
 Project Title: City of Des Moines- 223rd to 227th Alley Conversion Phase 1
 Project Description: Convert OH to UG all PSE facilities from 223rd to 227th in the alley between 7th and Marine View Dr.

Rate Schedule: 74
 Project Manager / Phone #: Jason Airey/206-348-9637
 Project Engineer / Phone #: Holly Soremi/253-208-8843
 Municipal Liaison Mgr / Phone #: Sandy Leek/253-381-7313
 Project #: 101108874
 Revision #: 0
 Revision Date: 11/6/2017

Design Costs Estimate Summary^{1,2}

	100% Government Entity Reimbursable Costs						100% PSE Costs	Design Costs Totals
	Shared Costs ³	Private Conversion	Gov Req Upgrade	Temporary Services	Prior Conv/Reloc Within 5 Years	Total 100% GE Reimbursable Costs		
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	
Design & Engineering								
Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Material	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Service Provider Outside Services	\$ 9,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,800	
Overhead	\$ 5,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,300	
Design Costs Totals	\$ 15,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,100	

Notes:

- ¹ Estimate of Company design work costs prepared in accordance with Section 3 of Schedule 74 Design Agreement
- ² All amounts shown in this estimate are rounded up to the next \$100
- ³ Shared Costs are allocated 40% to the Government Entity and 60% to the Company if the Conversion Project is completed

Estimated Amount Due At Completion of Design Work	\$ 15,100
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FACILITY MODIFICATION ESTIMATE OF COSTS

To: City of Des Moines

Date: 08/22/17

Des Moines, WA

Afn:

Project Description: Conversion of OH facilities from 223rd to 225th

Location:

PSE Project Manager: Jason Airey

Activity:	OH-UG Conversion			
PSE Order #:				
Estimate Type:	Conceptual			
% Reimbursable:	100%			
Materials	\$43,577			
Construction	\$108,000			
Engineering & Management	\$17,800			
Right of Way	\$1,000			
Overhead	\$20,800			
Fed Income Tax Rider				
Estimate Range:	\$191,177 to \$286,765			
		GRAND TOTAL:		\$191,177 to \$286,765
		City of Des Moines Obligation:		\$191,177 to \$286,765

Preliminary cost estimate for pole relocation or replacement work is based on 10 hour days with 4 man crew, Line truck, Bucket Truck, 1.5 Ton flat bed truck
This estimate includes underground conversion of existing overhead facilities
Extending or adjusting/replacing any underground conduit and conductor is included in this estimate.

**CITY OF DES MOINES
2018 -2023 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

Downtown Alley Improvement	319.337
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<i>Summary Project Description:</i>
Project will underground general utilities, overlay alley between 223rd and 225th, provide for urban design features and elements to create a vibrant, pedestrian friendly corridor.

CIP Category: Transportation - Capital Project

Managing Department: Plan, Build & PW Admin

Justification/Benefits: An active pedestrian alley provides economic benefit to the city by generating additional sales for local businesses which increases sales tax and B&O tax revenues to the city.

PROJECT SCOPE		ANNUAL ALLOCATION							
<i>Expenditures</i>	<i>Total Budget</i>	<i>Project to Date 12/31/16</i>	<i>Scheduled Year 2017</i>	<i>Plan Year 2018</i>	<i>Plan Year 2019</i>	<i>Plan Year 2020</i>	<i>Plan Year 2021</i>	<i>Plan Year 2022</i>	<i>Plan Year 2023</i>
Design	71				71				
Land & Right of Way	-								
Construction	440					440			
Contingency	30					30			
Total Expenditures	541	-	-	-	71	470	-	-	-

<i>Funding Sources</i>	<i>Total Budget</i>	<i>Project to Date 12/31/16</i>	<i>Scheduled Year 2017</i>	<i>Plan Year 2018</i>	<i>Plan Year 2019</i>	<i>Plan Year 2020</i>	<i>Plan Year 2021</i>	<i>Plan Year 2022</i>	<i>Plan Year 2023</i>
Traffic in-Lieu	441				71	370			
Private Contributions (Utilities)	100					100			
Total Funding	541	-	-	-	71	470	-	-	-

OPERATING IMPACT		ANNUAL OPERATING IMPACT						
<i>Operating Impact</i>	<i>6 Year Total</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>
Revenue	-	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-	-
Net Impact	-	-	-	-	-	-	-	-

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Project Title: **Downtown Alley Improvement**

Project # **319.337.040**

Summary Project Description:

TOTAL PROJECT SCOPE			
Expenditures	11/9/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
Design			
External Engineering	63,000	-	63,000
Internal Engineering/Project Mgmt	8,000	-	8,000
Prop/ROW/Easements			-
Construction			
Internal Engr-Proj Mgmt/ Inspect	20,000	-	20,000
Construction Contract	400,000	-	400,000
Const Contract 1 - Contract Contingency	20,000	-	20,000
Other			
Interfund Financial Services	5,410	-	5,410
Contingencies	24,773	-	24,773
Total Project Expense Budget:	541,183	-	541,183

PROJECT ALLOCATIONS BY YEAR								
Project to Date 12/31/16	Project To Date 11/30/2017	2017 Year to Date 11/30/2017	2017 Remaining	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
-	-	-	33,000	33,000	30,000			
-	-	-	8,000	8,000				
-	-	-	-	-	20,000			
-	-	-	-	-	400,000			
-	-	-	-	-	20,000			
-	-	-	710	710	4,700			
-	-	-	-	-	24,773			
-	-	-	41,710	41,710	499,473			

GL Account Number
 319.337.040-595.10-65.10
 319.337.040-595.10-65.12

 319.337.040-595.10-65.32
 319.337.040-595.30-65.33
 319.337.040-595.30-65.33

 319.337.040-595.90-65.80
 319.337.040-595.30-65.90

Funding Source
 /Transfers

Funding Sources	11/9/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
Traffic In-Lieu (& Adrianna Sidewalk Sale Proceeds)	105,825	-	105,825
One Time Sales Tax	41,710	-	41,710
General Fund	393,648	-	393,648
Total Project Revenue Budget:	541,183	-	541,183

Project to Date 12/31/16	Project to Date 11/30/2017	2017 YTD 11/30/2017	2017 Remaining	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021
-	-	-	-	-	105,825			
-	-	-	41,710	41,710				
-	-	-	-	-	393,648			
-	-	-	41,710	41,710	499,473			

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 319.337.309.397.00.00.00 309.337.319.597.00.00.00
 319.337.001.397.00.00.00 301.337.319.597.00.00.00

Committed Cash:

- Cash on hand

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RCW 35.96.050**Notice to owners to convert service lines to underground—Objections—Hearing—Time limitation for conversion.**

When service from the underground electric and communication facilities is available in all or part of a conversion area, the city or town shall mail a notice to the owners of all structures or improvements served from the existing overhead facilities in the area, which notice shall state that:

- (1) Service from the underground facilities is available;
- (2) All electric and communication service lines from the existing overhead facilities within the area to any structure or improvement must be disconnected and removed within ninety days after the date of the mailing of the notice;
- (3) Should such owner fail to convert such service lines from overhead to underground within ninety days after the date of the mailing of the notice, the city or town will order the electric and communication utilities to disconnect and remove the service lines;
- (4) Should the owner object to the disconnection and removal of the service lines he or she may file his or her written objections thereto with the city or town clerk within thirty days after the date of the mailing of the notice and failure to so object within such time will constitute a waiver of his or her right thereafter to object to such disconnection and removal.

If the owner of any structure or improvement served from the existing overhead electric and communication facilities within a conversion area shall fail to convert to underground the service lines from such overhead facilities to such structure or improvement within ninety days after the mailing to him or her of the notice, the city or town shall order the electric and communication utilities to disconnect and remove all such service lines: PROVIDED, That if the owner has filed his or her written objections to such disconnection and removal with the city or town clerk within thirty days after the mailing of the notice then the city or town shall not order such disconnection and removal until after the hearing on such objections.

Upon the timely filing by the owner of objections to the disconnection and removal of the service lines, the legislative authority of such city or town, or a committee thereof, shall conduct a hearing to determine whether the removal of all or any part of the service lines is in the public benefit. The hearing shall be held at such time as the legislative authority of such city or town may establish for hearings on the objections and shall be held in accordance with the regularly established procedure set by the legislative authority of the city or town. If the hearing is before a committee, the committee shall following the hearing report its recommendation to the legislative authority of the city or town for final action. The determination reached by the legislative authority shall be final in the absence of an abuse of discretion.

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City of Des Moines³⁷



PLANNING, BUILDING AND PUBLIC WORKS
 www.desmoineswa.gov
 21650 11TH AVENUE SOUTH
 DES MOINES, WASHINGTON 98198-6317
 (206) 870-6522 FAX (206) 870-6596



February 13, 2018

Subject: **Upcoming Alley Utility Undergrounding Project – S 223rd to S 227th**

Dear Property Owner:

The intent of this letter is to provide advance notice of a proposed utility undergrounding project to occur in the alley between 7th Ave South and Marine View Drive. This 20 foot wide right-of-way runs from South 227th Street to South 219th Street between 7th Ave South and Marine View Drive. This multi-block alleyway has portions that are paved and portions that are unpaved with gravel surfacing. The City has long envisioned a more pedestrian friendly environment with a focus on providing pedestrian connectivity from the Marina to the businesses and services on 7th Ave South and Marine View Drive South. The east west connections from Marine View Drive to the Marina are limited to South 227th and South 223rd Streets. Due to the high traffic volumes on Marine View Drive, the parallel alleyway has been viewed as an ideal pedestrian corridor.

With the increased economic development planning efforts in the Marina becoming a more focused priority, the City was able to secure a grant from the Port of Seattle to fund an initial Marina floor re-development study in the fall of 2017. Along with the increased development activity in the downtown area including the Adrianna Senior Housing development (under construction), the Des Moines Theater redevelopment (ready for construction), the Seascape Development (ready for construction), and other projects near the core of this alleyway.

The City intends to work with Puget Sound Energy over the next several months to coordinate and eventually construct the existing aerial power and communication wire underground. As this work occurs, per State Law (see attached RCW 35.96.050), property owners within the underground project limits are required and responsible to 1) hire their own contractors to convert their overhead utilities service to the new underground service, and 2) for all costs associated with connecting to the new underground system within 90 days of being notified of the mailing of notice.

It is anticipated this underground work could commence this summer. On Thursday February 22 at 7pm, the City Council will be asked to officially authorize the design of this project to start. If you have comments or concerns, please feel free to let me know via e-mail at bcarver@desmoineswa.gov or phone at 206-870-6543, or provide your comments in person to the City Council at the meeting on the 22nd.

Sincerely yours,


 R. Brandon Carver, P.E., P.T.O.E.
 Public Works Director

Enclosure



City of Des Moines

ADMINISTRATION
21630 11TH AVENUE SOUTH, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D.; (206) 824-6024 FAX:(206) 870-6540



February 22, 2018

Mr. Josh Brown, Executive Director
Puget Sound Regional Council
1011 Western Avenue, Suite 500
Seattle, WA 98104

Dear Mr. Brown,

I want to thank you for the opportunity to meet with you and your staff yesterday. It was a very timely discussion, as we understand today your Executive Board will consider an opportunity to undertake a "Regional Aviation Baseline Study." We are encouraged that PSRC has been asked to do this by the Federal Aviation Administration.

We believe that PSRC is the appropriate agency to undertake this work, bringing a regional perspective to developing solutions to impacts from Sea-Tac Airport's operations. Operations at Sea-Tac Airport have seen significant year over year growth. A systems wide approach to aviation in our state requires a regional perspective. The study, as described in your Action Item memo to the Executive Board, seeks to increase understanding of the dynamics of the region's growing aviation activity.

The two critical points we wanted to underscore in our discussion with you was the disproportionate impacts our city and other adjacent cities experience as a result of increased operational activity at Sea-Tac. Consideration of strategies to reduce these impacts are essential for any regional approach. We also want to emphasize the point we made in our discussion, that we stand ready to assist you in any manner to incorporate an understanding of airport impacts on our community in the baseline study.

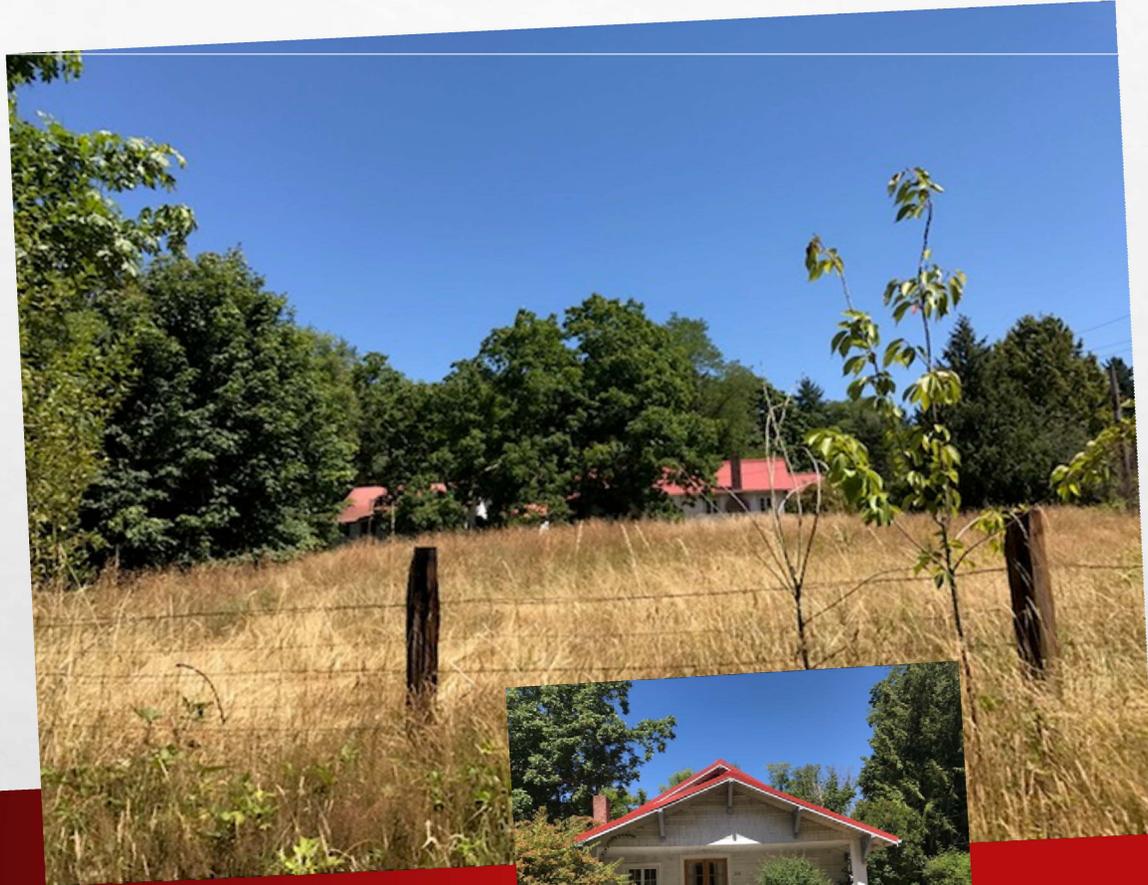
Once again, it was a pleasure to meet with you. We look forward to working with you on this very complex regional aviation challenge.

Sincerely,

Matt Pina, Mayor

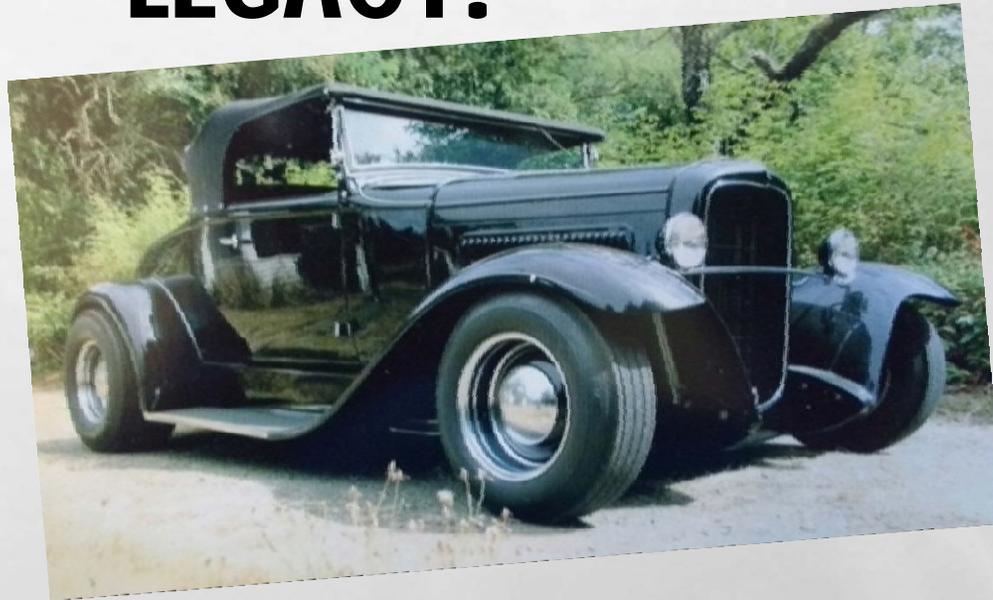
cc: Des Moines City Council
Des Moines Aviation Advisory Committee
Ken Rogers, StART member for Des Moines
Michael Matthias, City Manager
Susan Cezar, Community Development Director

IN APPRECIATION OF MICHAEL G. BUNDY



**MARY GAY PARK
DONATED TO
CITY OF DES MOINES**

**THANK YOU
MICHAEL BUNDY
FOR LEAVING A
LEGACY!**



en here with his 1931 Ford Roadster- Considered a Masterpiece

WASHINGTON SCUBA ALLIANCE



City of Des Moines
Council Meeting
Thursday February 22, 2016

WSA Mission

Preserve & Maintain Access to Shore Diving

Marine Conservation



Diving in Washington

the best cold water diving in the United States

high quality aquatic life

easy access to shorelines that are weather protected

Washington in the top 4 of diving nationwide

businesses in Des Moines: TL Sea Diving and 8 Diving Co

businesses in WA

\$100,000,000 in economic activity

100,000 active divers. 28 clubs

hundreds of thousands more are certified

Top 5 Shore Dive Sites in WA

1. Longondo Beach. Des Moines.

2. Rainier Park. Seattle.

3. Emerald Underwater Park. Edmonds.

4. Cannon Rock. Hoodspport.

5. Lewis and Clark State Park. Des Moines.

Access is Threatened

Loss of Standing

Development

- Mukilteo Tank Farm
- Point Hudson Marina
- Port Angeles Harbor
- Certain sites in Hood Canal on the Navy Test Range

Cleanup of Puget Sound

- Edmonds Oil Dock
- Maury Island Pilings

Deterioration of Man-made Structure

- Redondo
- Seacrest
- Saltwater State Park

Why is Redondo a Good Dive Site?

Working in proximity to the water

Enter & exit the water safely

Water structure – awesome marine life

Showerrooms

What Happens if We Do This?

Improving Redondo with well-designed rocky structure will increase visitor use at the site, both in-water and on land

San Moines will become the best area in the state for great shore-viewing for all levels of divers

San Moines will be the premier location in the state for marine wildlife viewing

Redondo Beach Dive Site – MaST Center

Highline College - MaST Center: a key partnership

10,000 visitors in 2017

Shore-side educational content

- Marine education signage about the site
- Live underwater video streamed to shoreside monitors

Citizen science designed by agency scientists

Redondo Beach Dive Site



Redondo Beach Dive Site



Redondo Beach Dive Site

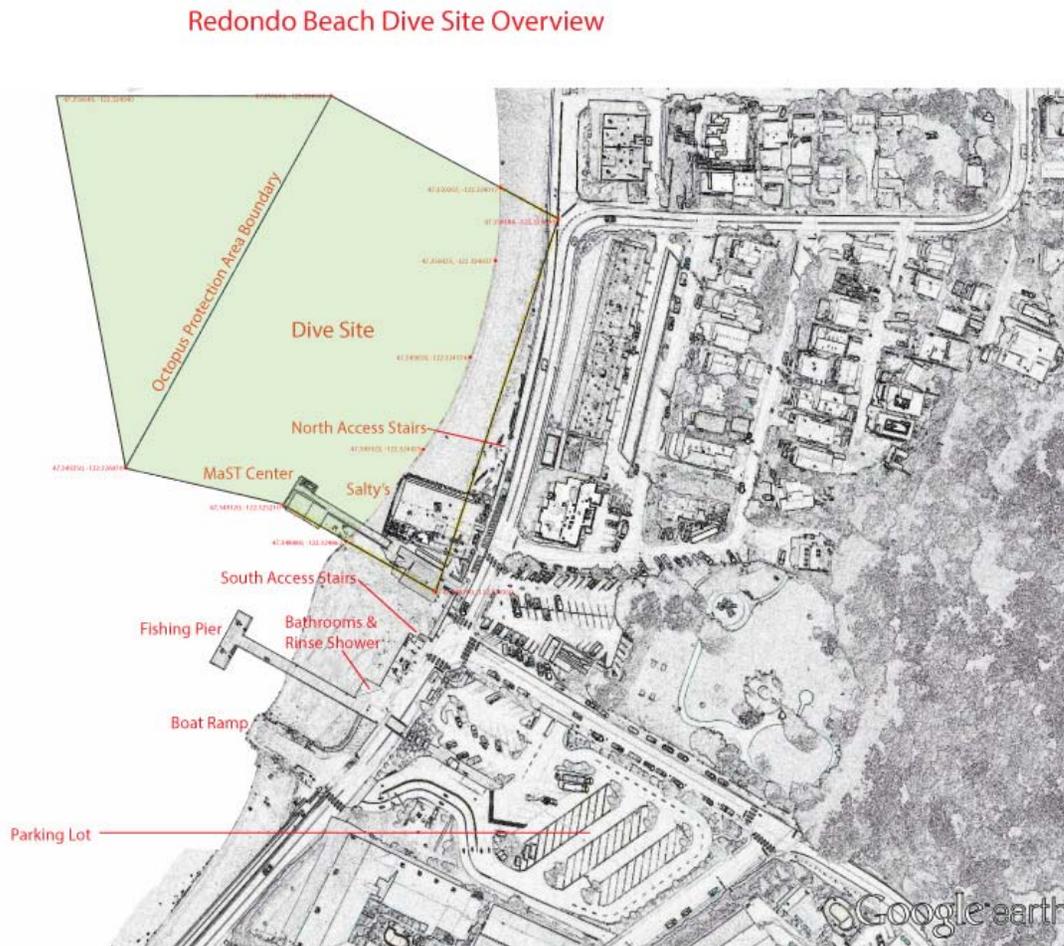


Redondo Beach Dive Site



Thanks Miguel! It was a fine dive. Science is FUN!

Redondo Beach Dive Site - Overview



Redondo Beach Dive Site - Design

acre site boundary

25 acre actually covered by rock

compliant with WDFW WAC guidance

concept originally developed by senior WDFW marine biologist

carry rock. Rock in piles or low-profile ramps 1' – 4' dia rocks

large & small piles. 10' diameter to 30' diameter. 8 – 15' tall

depths ranging from 30' to 80'

Redondo Beach Dive Site - Design

Low profile cobble "ramp"

- Stretches from edge of eelgrass to pile
- Provides pathway from spawning area to permanent habitat

Art feature

- Coordinate with Des Moines Art Commission
- Wounded Warrior/Purple Heart?

Boundary buoys

Redondo Beach Dive Site – Upland Improvement

Consistent with policy guidance in City of Des Moines 2016 Parks, Recreation & Senior Services Master Plan.

signage.

A access improvement to Redondo Beach north of Salty's.

potential parking lot improvements.

- Increase overall safety in line with master plan and current safety concerns.
- Benches.
- Cover.

Redondo Beach Dive Site - DNR

Agreement between DNR and City of Des Moines

Establishes a formal dive site

Low cost

5 year lease w/option to renew

Redondo Beach Dive Site – Mitigation

Immediate removal of most man-made material at Redondo

Complete removal within several years of construction

RR considers this material to be marine debris

Possible tire removal north of Saltwater State Park

Redondo Beach Dive Site – Benefits

Protect the dive site at Redondo Beach.

Improved upland amenities.

Opportunity for additional commercial enterprise due to sustained recreation activity.

Benefit to environment by replacing marine debris with clean rocky habitat.

Medondo Beach Dive Site – City Involvement

Enter the lease with DNR

Work with WSA regarding upland improvements

- Educational signage
- If possible enlarge drop-off zone next to beach access.

WSA drives permit process with support from city

Discussion

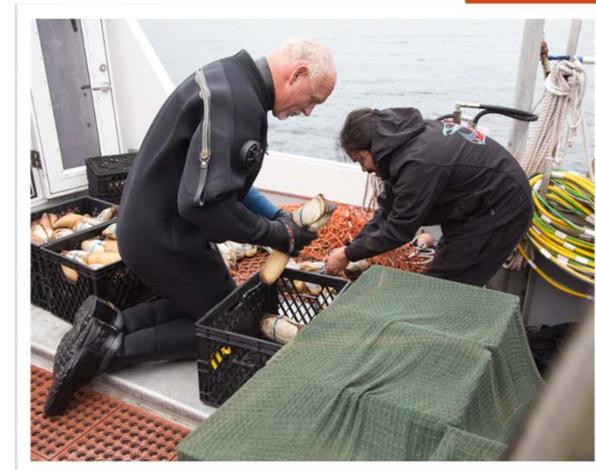
Poverty Bay Shellfish Protection District Formation

City of Des Moines Council – February 22nd 2018

Tyler Beekley – Water Quality Specialist

Background

- Shellfish harvesting beds located in Poverty Bay and used by the Puyallup Tribes have been downgraded to a status of conditional on 9/14/16 by Washington State Department of Health.
- State law RCW 90.72.045 requires King County to create a Shellfish protection District with the aim of addressing the causes of pollution. This District must be formed no later than six months from the downgrade notice (March 14, 2016) and implemented sixty days thereafter.
- Stations 722 to 720 have been listed as conditional meaning they will be closed to harvesting from June to November each year. Creeks in this area include Woodmont, Redondo, and Cold.



King County's Draft Ordinance

Nov 16th

- Draft ordinance provided to technical committee for comments

December
15th

- Des Moines staff provided King County with four comments

January
2nd

- King County provided 1st revised draft which addressed two comments

January
10th

- King County provided 2nd revised draft which addressed the additional two comments

Draft Ordinance Comments

January 2nd King County Response

Comment #1

Currently this section of the ordinance describes the “review of continued need for this district every two years”. Add additional language to this section which sets a termination or sunset date in which the ordinance is repealed and the district is no longer in effect.

Comment #2

In Section 6 of the ordinance add new language which describes the conditions that must be met in order for the district to be removed.

King County Draft Ordinance Language Added in Response:

“The Poverty Bay Shellfish Protection District shall be dissolved and this chapter repealed upon the Washington state Department of Health's removal of the downgrade of the commercial shellfish harvesting area of Poverty Bay.”.

Draft Ordinance Comments

January 10th King County Response

Comment #3

A new section should be added to the ordinance which outlines specific language that prohibits a fee or tax from being implemented as a funding mechanism for the district.

Comment #4

Add language that outlines the process and requirements for changing the district boundary.

King County Draft Ordinance Response:

Comment #3: King County stated that they are “confident there is no interest from the County council to include a fee in the ordinance, however we are unable to add specific language prohibiting a fee. This is because we cannot bind future county legislative authority – see Wash AGO 2012 No. 4.”. However the response plan indicates “There is currently no plan to use the district as a funding mechanism.”

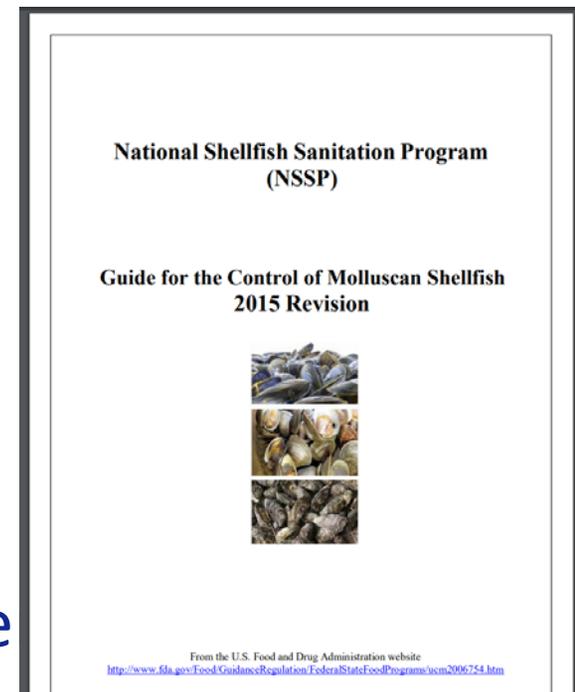
Comment #4: The process and requirements for changing the district boundary will be determined by the technical committee at the next meeting and will be documented in the closure plan.

King County's Next Steps

- February/March: Finalizing ordinance and Closure Response Plan through external review
- As of February 2nd: King County met with the technical committee to discuss the final documents and boundary adjustment recommendation process
- February: Submit final ordinance and plan language for internal King County Review
- March 22nd (tentative): Transmit ordinance package to King County council

Shellfish Authority

- Nationally:
 - National Shellfish Sanitation Program
 - Food and Drug Administration
 - Interstate Shellfish Sanitation Conference
- Washington State:
 - State rules RCW 69.30
 - WAC 246-280 and 246-282
 - Tribal Consent Decree and Settle



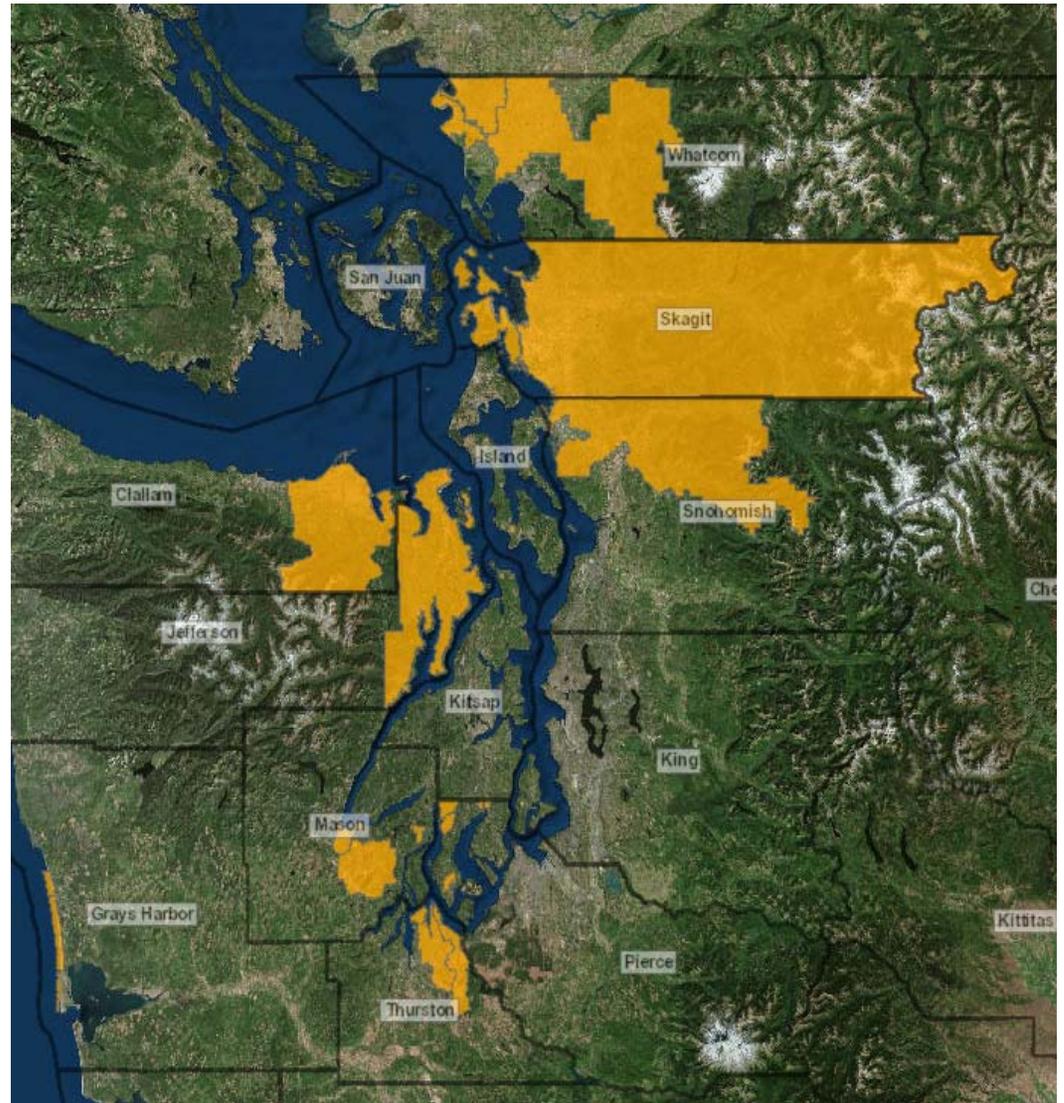
Water Quality Study

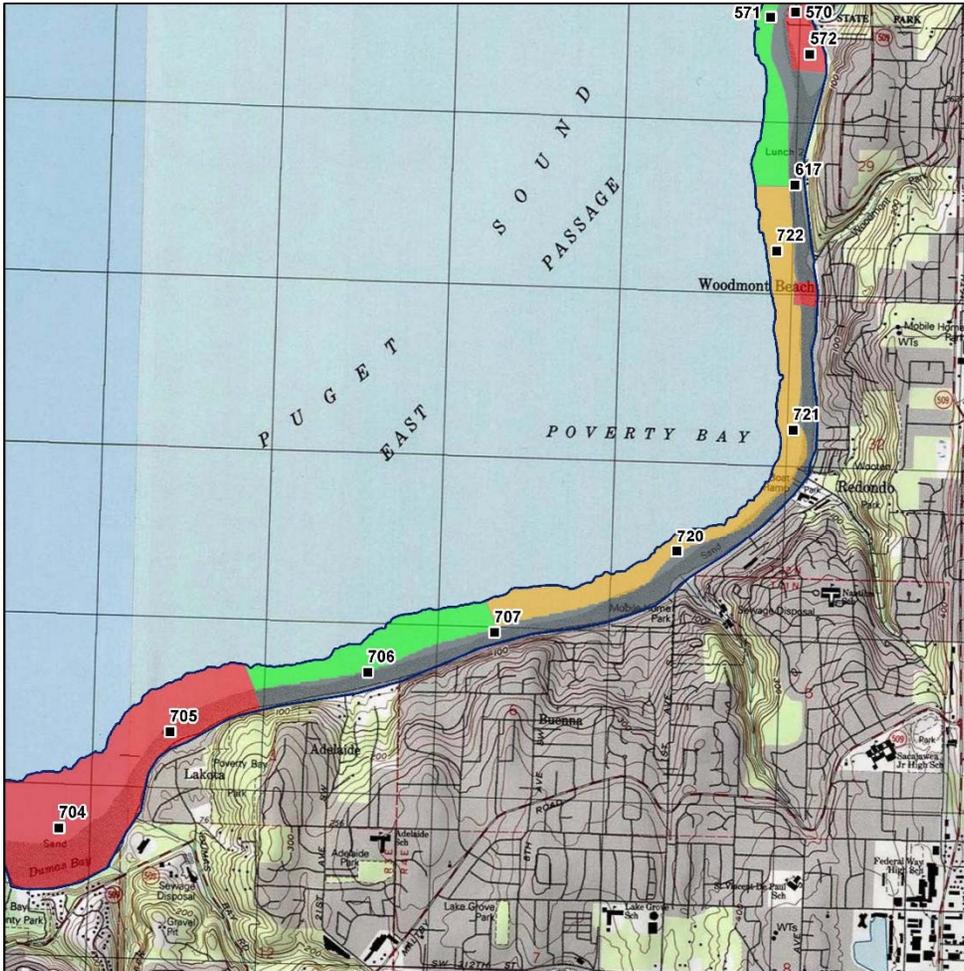
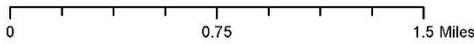
- Marine water stations placed near potential pollution sources
- Sample each station 6 – 12 times per year
- A minimum of 30 samples per station used for calculation.
- Fecal coliform (FC) standard is stringent
 - ≤ 14 FC/100 mL Geometric mean
 - ≤ 43 FC/100 mL – Estimated 90th percentile



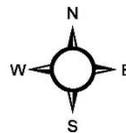
Shellfish Protection District

- State Law RCW 90.72 requires formation of Shellfish Protection District when shellfish harvest is restricted due to nonpoint fecal coliform pollution
- 21 Shellfish Protection Districts
- Shellfish Protection Programs/Closure Response Plans
 - Pollution Control – PIC
 - Education/Outreach
 - Funding





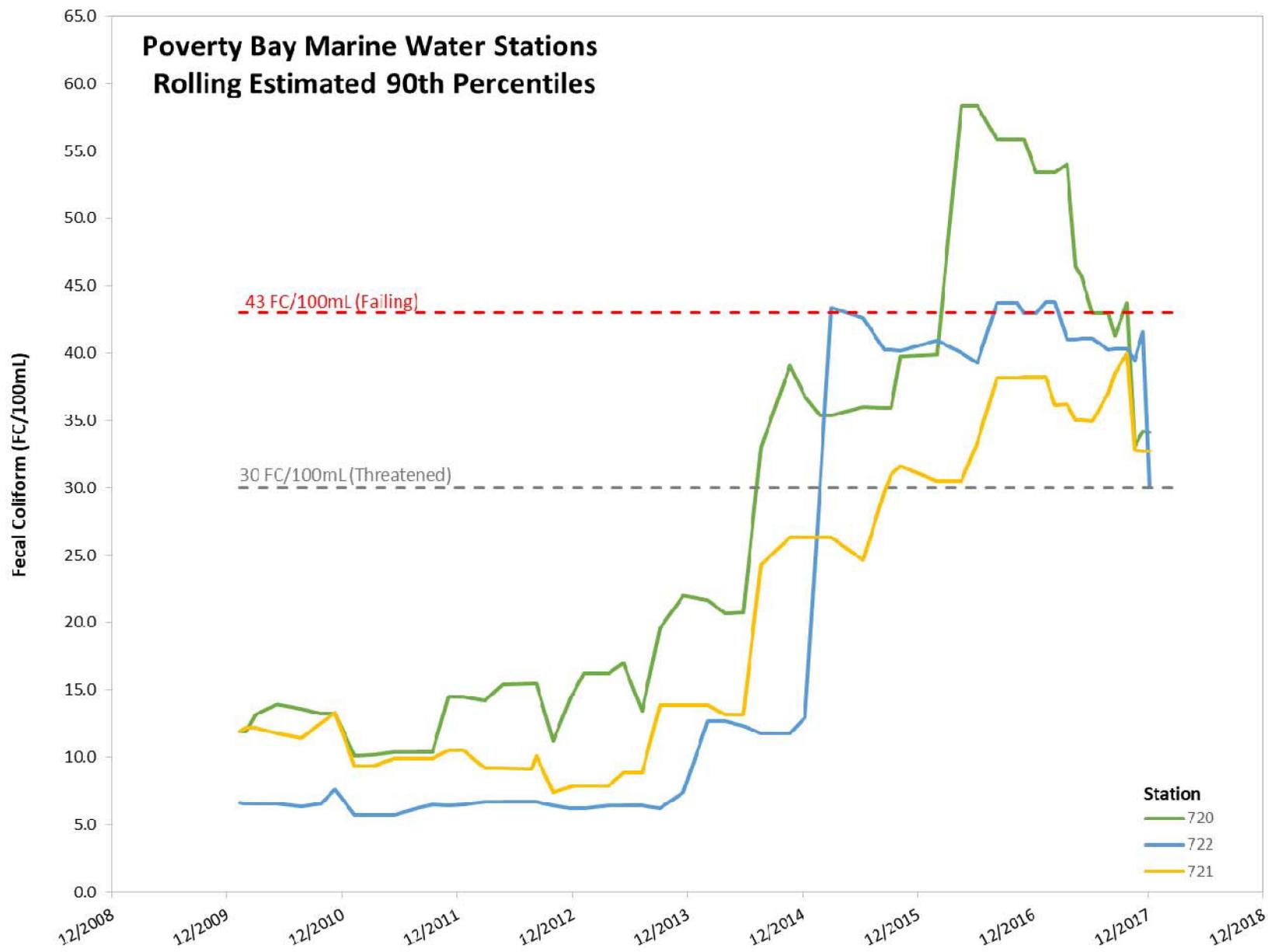
Classification	Sampling Stations
Approved	■
Conditional	■
Prohibited	■
Restricted	■
Unclassified	■

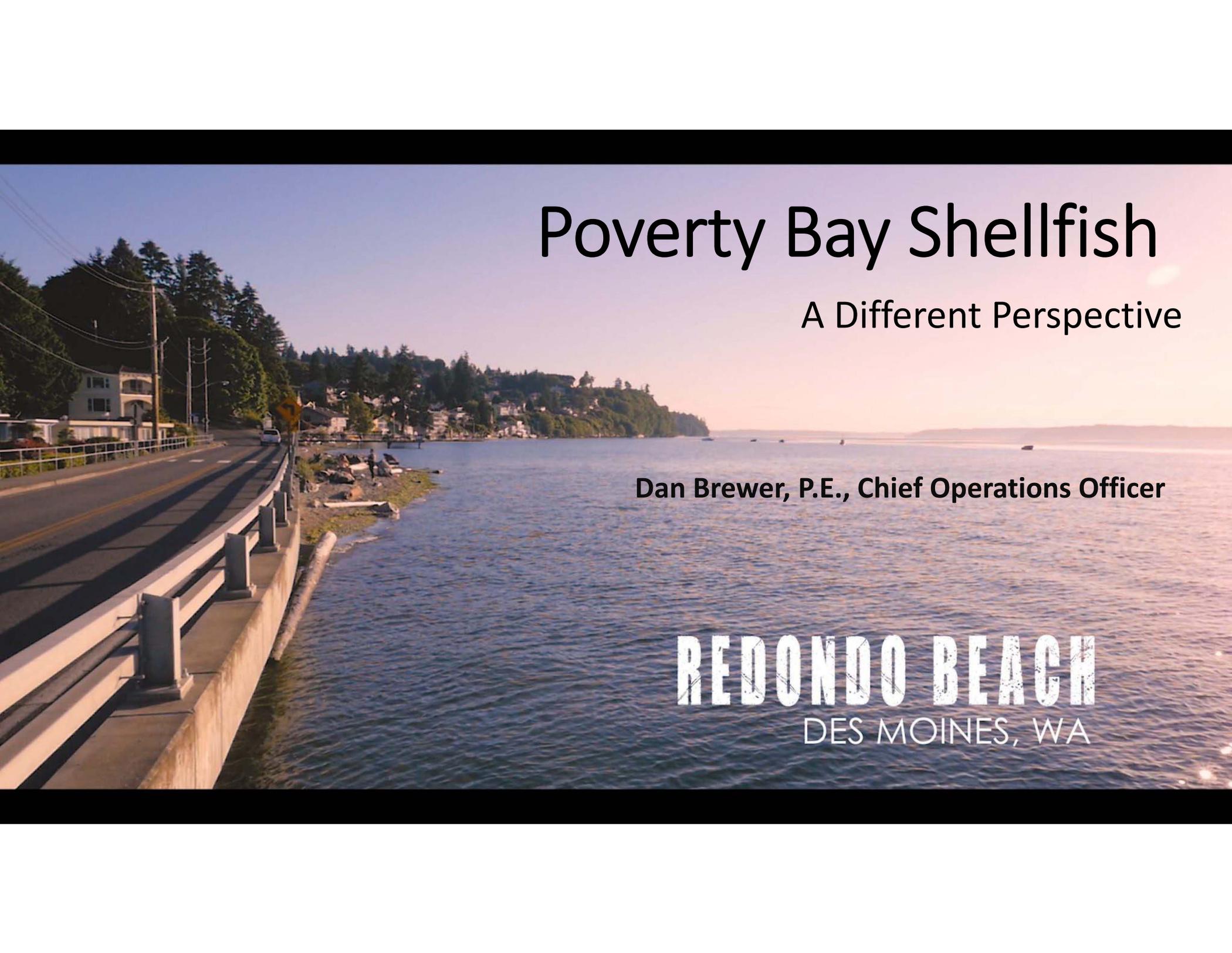


* Some sampling stations are highlighted with grey box for ease of reading.

Poverty Bay

- 130 acres downgraded from Approved to Conditionally Approved in September 2016
- Marine Water Station 722 and 720 failed to meet the water quality standards
- Closed to commercial shellfish harvest from June - November
- Increased marine water sampling frequency to monthly
- Pollution identification and correction work has been prioritized in this area to find and fix bacteria sources





Poverty Bay Shellfish

A Different Perspective

Dan Brewer, P.E., Chief Operations Officer

REDONDO BEACH
DES MOINES, WA

Poverty Bay Shellfish Technical Committee

Recognition: For the last several years (even in advance of the shellfish bed harvesting downgrade), the **Poverty Bay Technical Committee** has worked **collaboratively** in the search for potential sources and to decrease fecal coliform levels. The Committee consists of the **Jurisdictions and Stakeholders** below:

- City of Des Moines
- City of Federal Way
- City of Kent
- City of Seatac
- King County
- Puyallup Tribe

- WA State Dept. of Health
- WA State Dept. of Natural Resources
- WA State Dept. of Ecology
- WA State Parks
- Midway Sewer District
- Lakehaven Sewer District

A Different Perspective....



- 1) Two factors why the Washington State DOH should reopen the shellfish beds immediately:
 - The threshold methodology used for the downgrade in the first place are no longer met.
 - There is a clear indication of a unique/one-time event in the data set that has skewed the analysis.

- 2) Why formal action by King County to form a Shellfish District is not needed.

Reopening the Shellfish beds now...

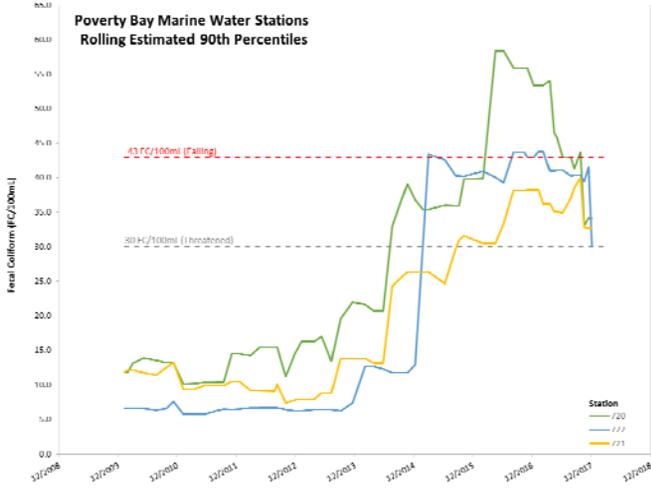
Point Number 1

The threshold methodology used for the downgrade in the first place are no longer met.

		Station 720	Station 722
	Published Data	Fecal Coliform	Fecal Coliform
Current data as of October 2017	Geo-Mean	4.4	3.8
	E90th	33.0	30.0

DOH Thresholds:

- Thresholds for determining a downgrade of a shellfish bed are as follows:
- 1) A geo-mean that is greater than 14 organisms/100 mL,
 - 2) An estimated 90th (E90th) percentile that is greater than 43 organisms/100mL.



Reopening the Shellfish beds now...

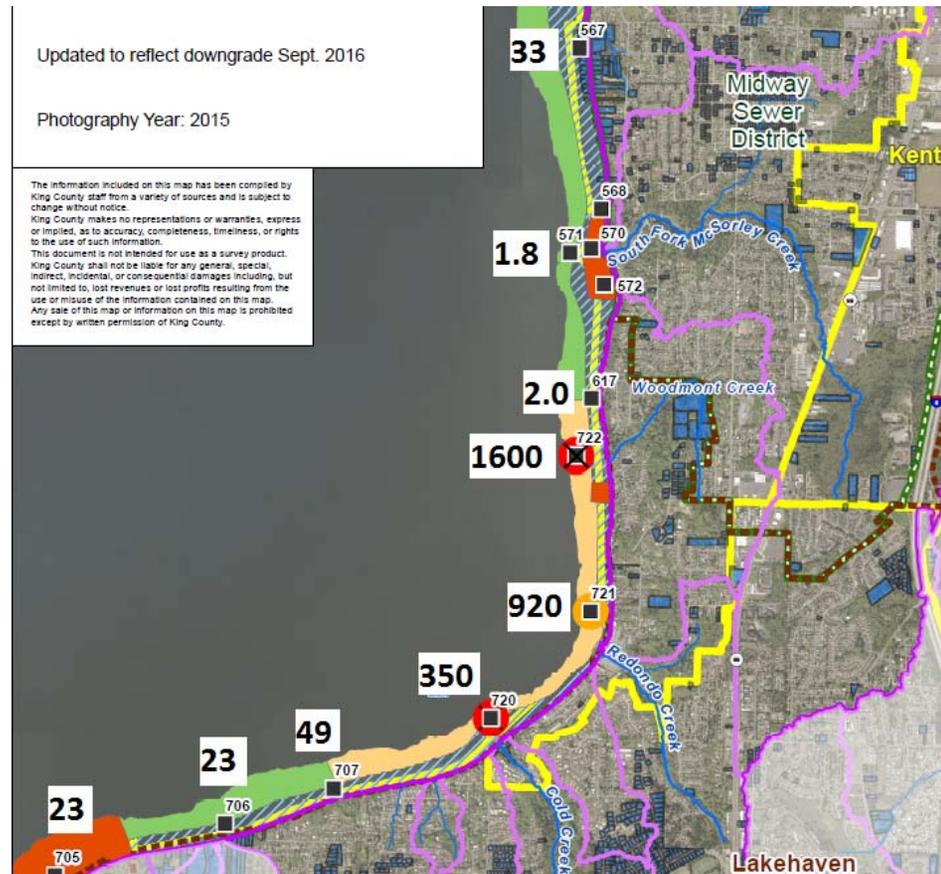
Point Number 2

- An event occurred on or around July 23, 2014.
- This event was significant.
- This event is unique.
- While the specific details of the event are not known or claimed, it is now clear that whatever the cause was, it was a specific incident and not a systemic or chronic issue.
- As such this event should now be removed from the data set.



Data from July 23, 2014

- Samples were collected at approx. 1:30 PM.
- ¾" Rain over 2.5 hours (10:30am – 1:00pm)
- Direction of the tide prior to 1:30 was rising or flood tide
 - Direction of tide may not be the same direction as the current near the shore



Station: 720 Classification: Conditionally Approved Method: SRS

Total Samples: 30 Date Range: 11/18/2013 - 10/18/2017
 Range (FC/100 mL): 1.7 - 350.0 E90th (FC/100 mL): 33
 GeoMean (FC/100 mL): 4.4 Meets Standard: Y

Sample Date	Event Type	Time	Tide	SWT	Salinity	Fecal Coliform
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
03/20/2017	Regulatory	13:24	Ebb	7	28	4.5
04/13/2017	Regulatory	12:45	Ebb	8	31	1.7
05/01/2017	Regulatory	13:05	Ebb	9	26	1.7
06/08/2017	Regulatory	14:22	Flood	13	26	2.0
07/26/2017	Regulatory	10:04	Ebb	14	28	1.7
08/17/2017	Regulatory	09:49	Flood	13	21	1.7
09/25/2017	Regulatory	12:49	Ebb	13	30	11.0
10/18/2017	Regulatory	10:18	Ebb	10	36	1.7

Station: 721 Classification: Conditionally Approved Method: SRS

Total Samples: 30 Date Range: 11/18/2013 - 10/18/2017
 Range (FC/100 mL): 1.7 - 920.0 E90th (FC/100 mL): 32.8
 GeoMean (FC/100 mL): 4.8 Meets Standard: Y

Sample Date	Event Type	Time	Tide	SWT	Salinity	Fecal Coliform
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
03/20/2017	Regulatory	13:20	Ebb	8	28	2.0
04/13/2017	Regulatory	12:38	Ebb	8	31	2.0
05/01/2017	Regulatory	12:58	Ebb	9	28	1.8
06/08/2017	Regulatory	14:16	Flood	13	26	1.7
07/26/2017	Regulatory	10:08	Ebb	14	27	11.0
08/17/2017	Regulatory	09:41	Flood	14	27	23.0
09/25/2017	Regulatory	12:46	Ebb	13	30	7.8
10/18/2017	Regulatory	10:12	Ebb	11	36	17.0

Station: 722 Classification: Conditionally Approved Method: SRS

Total Samples: 30 Date Range: 02/03/2014 - 10/18/2017
 Range (FC/100 mL): 1.7 - 1600.0 E90th (FC/100 mL): 30
 GeoMean (FC/100 mL): 3.8 Meets Standard: Y

Sample Date	Event Type	Time	Tide	SWT	Salinity	Fecal Coliform
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
03/20/2017	Regulatory	13:17	Ebb	7	28	1.7
04/13/2017	Regulatory	12:32	Ebb	8	30	1.7
05/01/2017	Regulatory	12:55	Ebb	9	25	2.0
06/08/2017	Regulatory	14:09	Flood	13	26	1.7
07/26/2017	Regulatory	10:11	Ebb	15	29	1.7
08/17/2017	Regulatory	09:34	Flood	14	28	33.0
09/25/2017	Regulatory	12:42	Ebb	14	30	1.7
10/18/2017	Regulatory	10:06	Ebb	11	36	1.7

Station 720

	Published Data	Fecal Coliform	Outlier removed	Fecal Coliform
Current data as of October 2017	Geo-Mean	4.4	Geo-Mean	4.2
	E90th	33.0	E90th	28.6
Past downgrade data as of June 2015	Geo-mean	6.5	Geo-mean	5.4
	E90th	58.4	E90th	39.9



DOH Thresholds:

Thresholds for determining a downgrade of a shellfish bed are as follows:

- 1) A geo-mean that is greater than 14 organisms/100 mL, or
- 2) An estimated 90th (E90th) percentile that is greater than 43 organisms/100mL.

Station 722

	Published Data	Fecal Coliform	Outlier removed	Fecal Coliform
Current data as of October 2017	Geo-Mean	3.8	Geo-Mean	3.0
	E90th	30.0	E90th	13.1
Past downgrade data as of June 2015	Geo-mean	4.9	Geo-mean	3.9
	E90th	43.7	E90th	21.2



DOH Thresholds:

Thresholds for determining a downgrade of a shellfish bed are as follows:

- 1) A geo-mean that is greater than 14 organisms/100 mL, or
- 2) An estimated 90th (E90th) percentile that is greater than 43 organisms/100mL.

Station: 720 Classification: Conditionally Approved Method: SRS

Total Samples: 30 Date Range: 11/18/2013 - 10/18/2017
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 GeoMean (FC/100 mL): 4.4 Meets Standard: Y

Sample Date	Event Type	Time	Tide	SWT	Salinity	Fecal Coliform
11/18/2013	Regulatory	12:26	Flood	10	23	22.0
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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
03/20/2017	Regulatory	13:24	Ebb	7	28	4.5
04/13/2017	Regulatory	12:45	Ebb	8	31	1.7
05/01/2017	Regulatory	13:05	Ebb	9	26	1.7
06/08/2017	Regulatory	14:22	Flood	13	26	2.0
07/26/2017	Regulatory	10:04	Ebb	14	28	1.7
08/17/2017	Regulatory	09:49	Flood	13	21	1.7
09/25/2017	Regulatory	12:49	Ebb	13	30	11.0
10/18/2017	Regulatory	10:18	Ebb	10	36	1.7

Station: 721 Classification: Conditionally Approved Method: SRS

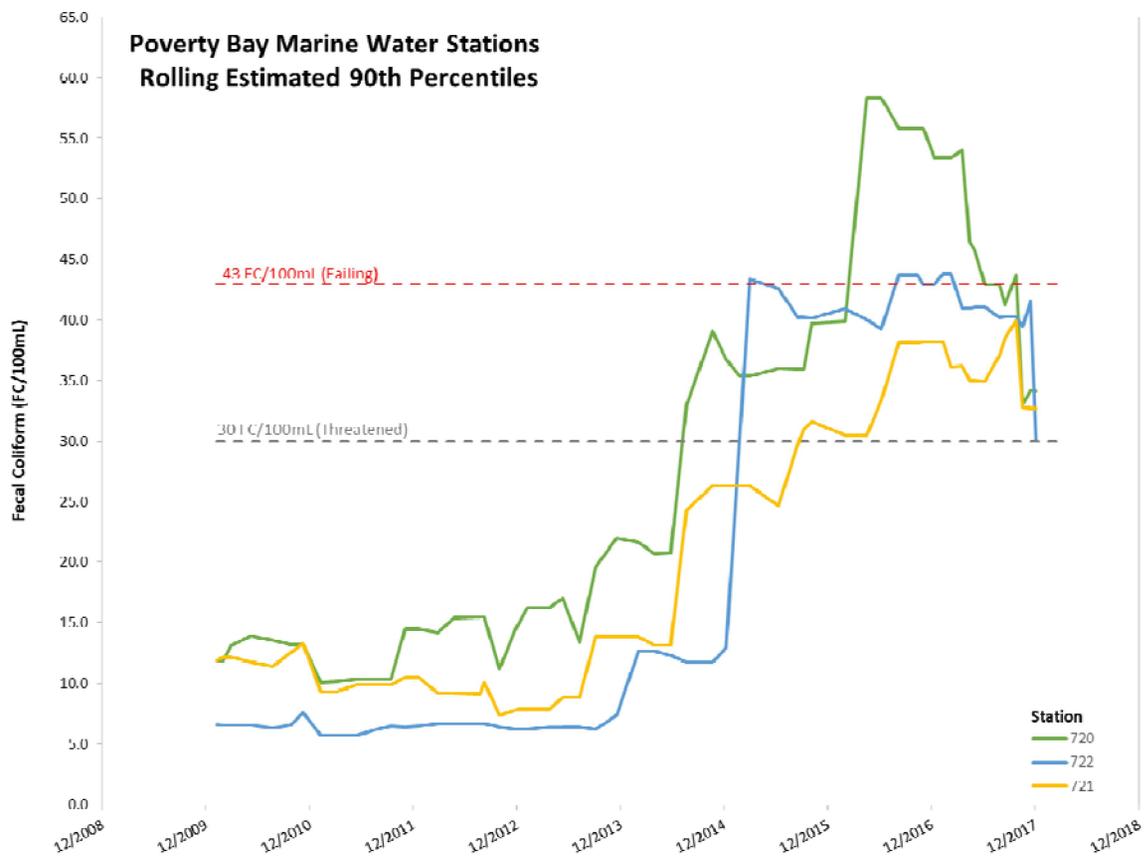
Total Samples: 30 Date Range: 11/18/2013 - 10/18/2017
 Range (FC/100 mL): 1.7 - 920.0 E90th (FC/100 mL): 32.8
 GeoMean (FC/100 mL): 4.8 Meets Standard: Y

Sample Date	Event Type	Time	Tide	SWT	Salinity	Fecal Coliform
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
03/20/2017	Regulatory	13:20	Ebb	8	28	2.0
04/13/2017	Regulatory	12:38	Ebb	8	31	2.0
05/01/2017	Regulatory	12:58	Ebb	9	28	1.8
06/08/2017	Regulatory	14:16	Flood	13	26	1.7
07/26/2017	Regulatory	10:08	Ebb	14	27	11.0
08/17/2017	Regulatory	09:41	Flood	14	27	23.0
09/25/2017	Regulatory	12:46	Ebb	13	30	7.8
10/18/2017	Regulatory	10:12	Ebb	11	36	17.0

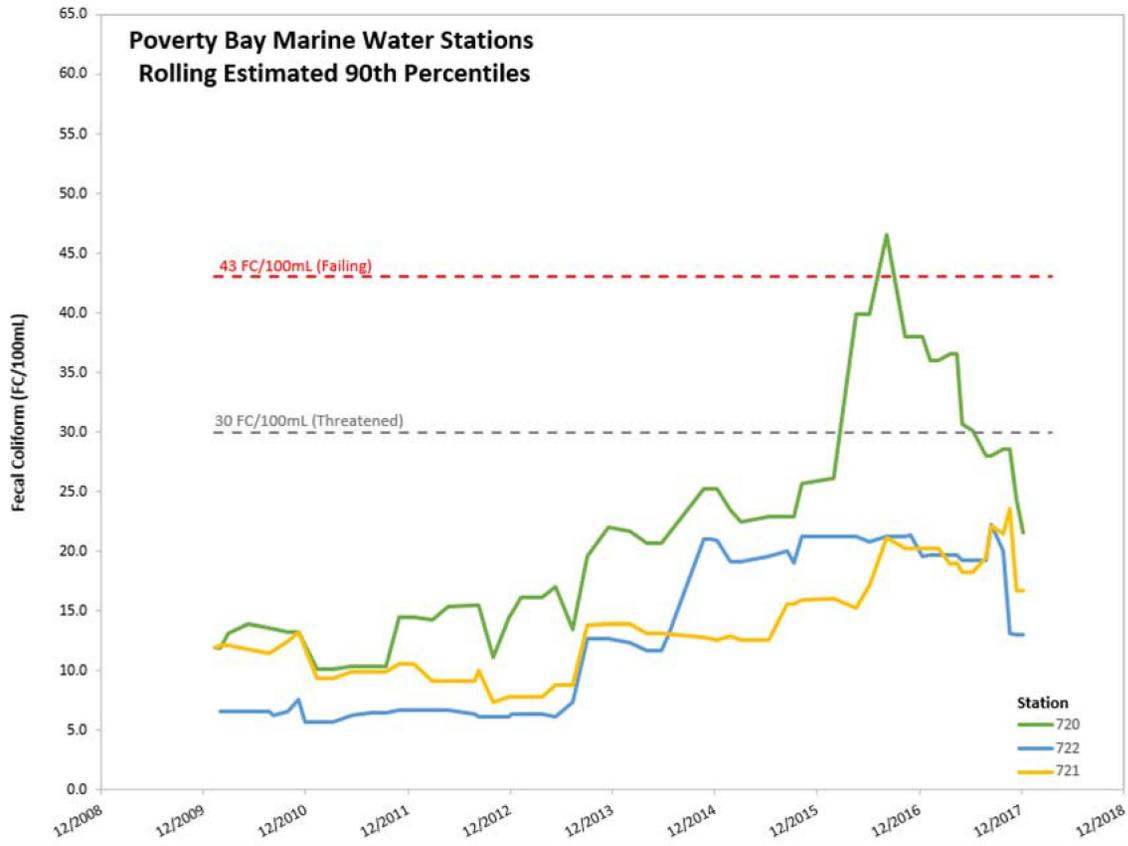
Station: 722 Classification: Conditionally Approved Method: SRS

Total Samples: 30 Date Range: 02/03/2014 - 10/18/2017
 Range (FC/100 mL): 1.7 - 1600.0 E90th (FC/100 mL): 30
 GeoMean (FC/100 mL): 3.8 Meets Standard: Y

Sample Date	Event Type	Time	Tide	SWT	Salinity	Fecal Coliform
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
03/20/2017	Regulatory	13:17	Ebb	7	28	1.7
04/13/2017	Regulatory	12:32	Ebb	8	30	1.7
05/01/2017	Regulatory	12:55	Ebb	9	25	2.0
06/08/2017	Regulatory	14:09	Flood	13	26	1.7
07/26/2017	Regulatory	10:11	Ebb	15	29	1.7
08/17/2017	Regulatory	09:34	Flood	14	28	33.0
09/25/2017	Regulatory	12:42	Ebb	14	30	1.7
10/18/2017	Regulatory	10:06	Ebb	11	36	1.7



**Poverty Bay Marine Water Stations
Rolling Estimated 90th Percentiles**



Why formal action by King County to form a Shellfish District is not needed.

- The initial caution and concern of the Department of Health was certainly warranted.
- For the last 3 years multiple Jurisdictions and various stakeholders have been collaborating together on this issue.
- The Poverty Bay Shellfish Technical Committee has worked diligently to find the source or sources of the pollution – with no conclusive findings.
- The work of this Committee has met the spirit and intent of the RCW.
 - And they didn't need the an Ordinance to force them to do it.

Recommendations:

- I suggest that the Mayor forward this information to the Department of Health and ask them to consider these facts and reopen the shellfish beds.
- I suggest that the Mayor forward this information to the King County Council and ask that it be entered into the Record as they consider their Draft Ordinance to formally establish a Shellfish Protection District.
- I will be discussing this information with King County Councilmember Upthegrove next week.

Marina District Pedestrian Enhancement and Utility Undergrounding Project

SUSAN CEZAR, COMMUNITY DEVELOPMENT DIRECTOR

BRANDON CARVER, PUBLIC WORKS DIRECTOR

Purpose

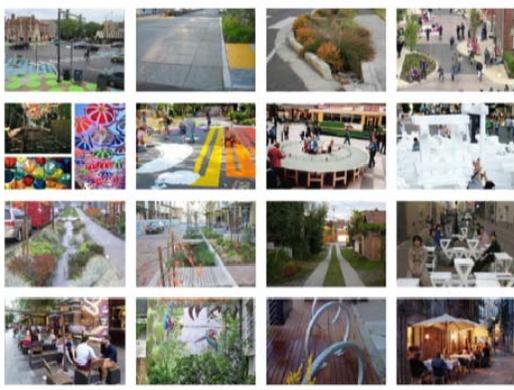
- Background and purpose of the alley project
- Seek Council approval for:
 - Undergrounding utilities
 - Entering into a design agreement with Puget Sound Energy (PSE)

Background

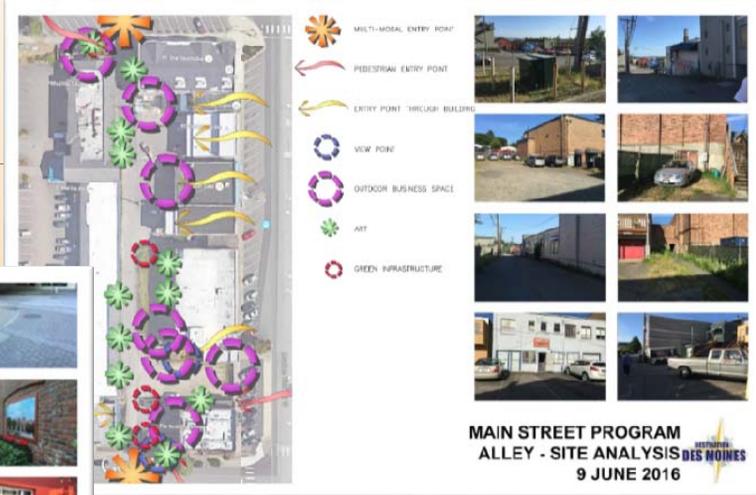
- City Comprehensive Plan – implements goals and policies in Marina District, Transportation, and Economic Development Elements
- Destination Des Moines presentation to Municipal Facilities Committee – June 2016
- Marina redevelopment planning
- Two phases:
 - Phase 1: Undergrounding of utilities – current project
Part of the City’s adopted CIP
 - Phase 2: Pedestrian enhancements – future phase

Destination Des Moines

- ALLEY IMPROVEMENT GOALS & OBJECTIVES**
- PROMOTE ECONOMIC OPPORTUNITIES
 - CONTINUE FUNCTIONALITY OF ALLEY
 - SAFETY (CFTED)
 - ** LIGHTING
 - ** TRAFFIC CALMING
 - ** VISIBILITY
 - LOW IMPACT DESIGN
 - ** STORMWATER MANAGEMENT
 - OPPORTUNITIES FOR ART
 - PRIORITY PEDESTRIANS
 - PROMOTE CYCLING
 - EVENT OPPORTUNITIES
 - OPPORTUNITIES FOR PLAY
 - ENCOURAGE BUSINESS/ALLEY ENGAGEMENT
 - TELL A STORY
 - ** WHAT DES MOINES VALUES
 - ** WHAT DES MOINES WAS
 - ** WHAT DES MOINES IS
 - ** WHAT DES MOINES WILL BE



**MAIN STREET PROGRAM
ALLEY - IMAGES, GOALS & OBJECTIVES
24 AUGUST 2016**



Project Benefits

- Critical components of successful public/private partnerships
 - Infrastructure to support development opportunities
 - Creation and enhancement of public amenities
 - Public investment, “skin in the game”
 - A comprehensive strategy to set the table for private investment
 - Investment in the Marina bulkhead
 - Acquisition of the Van Gasken property
 - Activation of the alley (223rd to 227th to provide accessibility to downtown & connectivity to the Marina
 - Potential development of “Harbour Steps” to enhance connectivity
 - Shared use – continued use for services, coordination with service providers and businesses

Project Benefits

- Create a pedestrian friendly corridor alternative to Marine View Drive
 - Recent developments create opportunity
- Enhance circulation through the Marina District
- Coordinate with future Marina re-development
- Activate the alley:
 - Gathering place - sparks neighbor-to-neighbor engagement
 - Economic Development - benefit downtown businesses
 - Reduce potential for criminal activity “eyes on the alley”

Alley Examples



BEFORE



AFTER

Alley Examples



BEFORE



AFTER

Alley Examples



Alley Examples



Utility Undergrounding and Infrastructure phase

2 Motions in front of Council:

- 1) Directing staff to underground utilities in accordance with DMMC
- 2) Enter into design agreement (Schedule 74) with Puget Sound Energy (PSE)

Alley location/limits



Existing Utility poles



Alley looking north from S. 225th St

Existing Utility poles (7 poles)



Plan view of existing pole locations

Alley Undergrounding Project History

- June 2016

- Meeting with Destination Des Moines on Alley vision and focus.

- July 2016

- City Council approved 2017-2022 Capital Improvement Plan (CIP). Created Alley Undergrounding Project Phase 1 (223rd – 225th). Provided funding for 2017 design/2018 construction. Project bumped due to staff resources.

- July 2017

- City Council approved 2018-2023 (CIP). Created Alley Undergrounding Project Phase 1 (223rd – 225th). Provided funding for 2019 design/2020 construction. Summer/Fall 2017 – Increased Development activity (Adrianna – under construction, Theater – ready for construction, Seascape – ready for construction.

- August 2017

- Staff met with PSE to discuss project delivery options due to limited City staff resources.

- August 2017

- City Manager proposed budget for 2017/2018 advanced project using Adrianna sidewalk sale funds and One-time Sales tax funds (total ~\$541k). Budget passed and included in the 2018 Adopted Operating Budget.

- Late 2017/Early 2018

- Working with PSE on Schedule 74 Design Agreement

Alley Undergrounding Project Process

- PSE will take lead on Infrastructure Design from South 227th to South 223rd
 - Design will incorporate potential future pedestrian scale lights and/or bollard locations
- PSE will develop construction cost estimate and Agreement for Council approval
- City will coordinate notification to adjacent property owners when PSE is ready for underground service connections that will be the responsibility of the property owners RCW 35.96.050
- Property owner correspondence

Suggested Motions

Motion 1:

“I move to direct staff to make the necessary arrangements to have all of the existing electrical and overhead distribution utilities undergrounded in accordance with the requirements of Chapter 12 of the Des Moines Municipal Code for the alley between 7th Avenue South and Marine View Drive from South 223rd Street to South 227th Street.”

Motion 2:

“I move to direct Administration to authorize Puget Sound Energy to proceed with the design of undergrounding the distribution system and joint utility trench for the aerial utilities, in accordance with the Schedule 74 Underground Conversion Project Design Agreement (Attachment 1) and sign such agreement in the form as submitted.”