

AGENDA

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

March 8, 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: PACIFIC MIDDLE SCHOOL FUTURE CITIES PRESENTATION

Item 2: DES MOINES YACHT CLUB ANNOUNCEMENT OF SPRING EVENT

ADMINISTRATION REPORT

CONSENT CALENDAR

Page 1 Item 1: PUBLIC DEFENSE SERVICES CONTRACT 2018-2020
Motion is to approve and ratify the proposed contract with Codd Law Offices for indigent public defense services for the period March 1, 2018 through February 29, 2020, substantially in the form as attached.

Page 37 Item 2: AMERICANS WITH DISABILITIES ACT (ADA) GRIEVANCE PROCEDURE POLICY
Motion is to approve Draft Resolution No. 18-015 establishing an Americans with Disabilities (ADA) Grievance Procedure policy.

Page 45 Item 3: WASHINGTON STATE FUTURE CITY REGIONAL COMPETITION
Motion is to approve the Proclamation recognizing the achievements of the Pacific Middle School students in the Washington State Future City Regional Competition.

Page 49 Item 4: MUSIC4LIFE PROCLAMATION
Motion is to approve the Proclamation recognizing May as Music4Life month.

Page 53 Item 5: CITY MANAGER CONTRACT AMENDMENT #2
Motion is to approve a single step increase for the City Manager from M-43 D to M-43 E, effective February 20, 2018, and to authorize the Mayor to sign contract amendment #2 substantially in the form as attached.

Page 63 Item 6: THE PINNACLES MODIFIED SUBDIVISION – FINAL PLAT
Motion is to adopt Draft Resolution no. 18-011 approving the final plat entitled “The Pinnacles,” City File No. LUA2015-0030.

Page 89 Item 7: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfer through February 28, 2018 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#153310-153411	\$ 452,017.13
Electronic Wire Transfers	#986-988	\$ 91,300.08
Electronic Wire Transfers	#997-1003	\$ 201,325.94
Payroll Checks	#19027-19028	\$ 6,190.22
Payroll Direct Deposit	#70001-70172	\$ 326,456.54
Total Checks and Wires for A/P & Payroll		\$1,077,289.91

EXECUTIVE SESSION

NEXT MEETING DATE

March 22, 2018 City Council Regular Meeting

ADJOURNMENT

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Public Defense Services Contract
2018-2020

FOR AGENDA OF: March 8, 2018

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: February 27, 2018

ATTACHMENTS:

1. Draft Contract
2. Selection letter from City Manager
3. Codd Law Offices Response to Request for Proposals

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- Legal 
- Finance 
- Court 
- Police

APPROVED BY CITY-MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to request City Council approval of a contract to provide indigent criminal defense services for a two year term with the law firm Codd Law Offices.

Suggested Motion

Motion: "I move to approve and ratify the proposed contract with Codd Law Offices for indigent public defense services for the period March 1, 2018 through February 29, 2020, substantially in the form as attached."

Background

The City has received indigent criminal defense services from attorneys Julie Codd and Tracy Greenwood for a number of years. Their existing contract expired December 31, 2017. The City initiated

a Request for Proposals process and sought competitive responses from interested attorneys and firms for a two year contract to provide criminal defense services to qualifying defendants.

The City received three proposals. A committee was formed consisting of court staff, probation, and administration. The City Attorney's Office is prohibited by law from engaging in the selection process and therefore did not participate. After review of the proposals, the committee unanimously selected Codd Law Offices to provide criminal defense services.

Discussion

Ms. Julie Codd has been providing contract public defense services to indigent defendants in Des Moines Municipal Court since 2003. During that time, Ms. Codd has provided exceptional defense services to her clients. Ms. Codd will be primarily responsible for the services under the contract and will contract with Ms. Donna Gibson (WSBA #33583) to provide representation with an equal division of cases and responsibilities.

The selected firm and attorneys offer extensive experience in indigent criminal defense and have provided letters of recommendation from trusted sources in the legal community. The attorneys have proven they can work with a variety of people from all backgrounds and are familiar with the myriad of issues that indigent clients face within the City of Des Moines. The attorneys are aware of all legal requirements of this contract as well as the specific expectations that the Des Moines Municipal Court has, such as specialized training in computer software as well therapeutic court training (DUI Court).

The selection of Codd Law Offices should provide a seamless transition for the next two years of public defense services in Des Moines.

Alternatives

Ask the Committee to reconsider their decision and either select another proposal or seek additional proposals. This is not recommended.

Financial Impact

The contract calls for a flat monthly fee of \$14,200. This is \$800 less per month than the previous contract resulting in an annual savings for the City of \$9,600. There are additional "other" costs that are billed if they occur. These events, such as appeals and special set trials, rarely occur and will not likely effect the contract amount to an appreciable degree.

Recommendation

Administration recommends that Council approve the proposed contract with Codd Law Offices.

AGREEMENT FOR PUBLIC DEFENDER SERVICES
FOR DES MOINES MUNICIPAL COURT

WHEREAS, the City of Des Moines, Washington (hereinafter "City") provides public defense services pursuant to contract, and

WHEREAS, a decision by the Federal Court for the Western District of Washington, the Honorable Robert Lasnik, in a case styled *Wilbur v. Mt. Vernon* (hereinafter "the Decision") emphasizes the need for the City to provide indigent defense services to misdemeanor clients in municipal and district courts in a manner which fully complies with the City's obligations under the Sixth Amendment to the United States Constitution, and

WHEREAS, the Washington Supreme Court has adopted standards regarding the caseload of Public Defenders and the Washington State Office of Public Defense has provided guidance regarding case weighting systems, and

WHEREAS, the City requires this contract to be in compliance with the guidance of the Decision, Supreme Court Standards and the standards for the provision of indigent defense services adopted by the City in Executive Order No. 14-005, NOW THEREFORE,

In consideration of the mutual benefits to be derived and the promises contained herein, the City of Des Moines, Washington, a municipal corporation ("City") and Codd Law Office (the "Public Defender(s)") have entered into this Agreement.

1. Scope of Services, Standards and Warranties. The Public Defender will provide indigent defense services in misdemeanor cases in accordance with the standards adopted by the City in Executive Order No. 14-005 as the same exists or is hereafter amended (hereinafter "Standards") and the Decision. The Public Defender individually warrants that he/she, and every Attorney/Public Defender and/or intern employed by the Public Defender to perform services under this contract, has read and is fully familiar with the provisions of the Standards adopted by the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement. The Public Defender, and every Public Defender and/or Attorney or intern performing services under this Agreement shall certify compliance with Supreme Court Rule and governing case load quarterly with the Des Moines Municipal Court on the form

established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Public Defender and every Public Defender and/or Attorney or intern warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.1 Screening. Determination of indigency for eligibility for appointed counsel under this agreement shall be determined by an independent screening process established by the City. Should the Public Defender performing the screening determine a defendant is not eligible for assigned counsel, the Public Defender shall so advise the Des Moines Municipal Court.

1.2 Twenty-Four Hour Telephone Access. The Public Defenders shall provide to the Des Moines Police Department a telephone number or numbers at which a Public Defender can be reached twenty-four (24) hours each day for advice to defendants during the course of police investigations or arrests for violations of law.

1.3 Client Contact. Public Defender agrees to attempt to contact the client within five (5) days of receiving the notice of appointment by the Des Moines Municipal Court if the defendant is out of custody and within seventy two (72) hours if the defendant is in custody. Public Defender shall make reasonable efforts to confer with defendants about cases prior to court hearings and the Public Defender shall be available for office consult and shall respond to defendant inquiries within a reasonable time to ensure the effective assistance of counsel whether such inquiries are received by letter, telephone, email, or otherwise. Public Defender shall be available for attorney-client consultations at the jail prior court hearings.

1.4 Recordkeeping: Public Defender will maintain records documenting all work performed on each assigned case.

a. Monthly Reports: Public Defender will maintain and provide to the City a monthly report detailing the number of cases to which the Public Defender was appointed, the names of the defendants to which the Public Defender was appointed, the case number, the date of appointment, and the charge(s) filed against the defendant.

b. Quarterly Reports: Public defender shall submit quarterly reports which include the number of appellate cases filed during the preceding quarter, if any, the total number of cases assigned to each Public Defender during the preceding quarter, year-to-date appointments and CLE/training hours completed for each Public Defender during the preceding quarter.

1.5 Each Public Defender agrees to attend a minimum of seven (7) hours of criminal defense training/continued legal education classes each year. Each Public Defender may submit proof of payment of such training to the City and the City agrees to reimburse the Public Defender up to a maximum of \$500 each, per year for the costs of such training/education. The training must be approved by the Washington State Office of Public Defense (OPD) in compliance with the OPD Improvement Program Training requirements. This requirement also applies to associate counsel. Each Public Defender shall submit a copy of their CLE credit transcript from the WSBA annually.

1.6 The Public Defender further warrants that his/her proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services, routine investigation, and systems necessary to comply with the Decision and Standards except as provided in Section 2.4 below.

1.7 The Public Defender promises that he/she will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

1.8 Therapeutic Courts: If required by the court, the Public Defenders will send one representative to actively participate in the implementation of a therapeutic court. The Des Moines Court has recently started a DUI court and has received training as recent as December. As a representative, you may be required to attend out of state training for therapeutic court to help ensure the program's success. The Des Moines DUI court is a post-conviction program that combines drug and alcohol treatment with intensive court supervision to reduce DUI recidivism. DUI courts use evidence-based practices, employing the ten guiding principles established by the National Center for DWI Courts. DUI Courts target offenders who are identified as high-risk and high-need. Judges, defense attorneys, prosecutors, law enforcement officers, probation officers and treatment providers are trained in the DUI court model and work cooperatively to oversee and manage participants'

progress. DUI Court emphasizes accountability and long-term treatment.

1.9 Technology: The Public Defenders must be knowledgeable in different aspects of court technology. The Des Moines Court currently uses Ocourt and JIS.

2. Compensation. As used below, payment to "Public Defenders" means a single payment and not a payment to each Public Defender.

2.1 The City shall pay to the Public Defenders for services rendered under this Agreement, a flat rate of \$14,200 per month for the period of March 1, 2018 through February 29, 2020. This contract contemplates regularly scheduled Court hearings to occur at the following times and thus court hearing scheduled at these times will not be subject to payment of additional compensation:

Every Wednesday and Thursday mornings and afternoons;

Two (2) days per month for scheduled jury trials.

Video court at Score Monday through Friday (see below);

Courtesy counsel is required at arraignment calendars once per week

a. Video Court: The Public Defenders shall appear Monday through Friday for video court public defender services to defendants charged under ordinances of the City or state misdemeanor or gross misdemeanor statutes who are detained at the South Correctional Entity ("SCORE"). Public defense services will be provided in a manner consistent with the accepted practices for similar services, performed to the City's satisfaction and in conformance with WSBA's standards for the provision of public defense services as codified in the Rules for Professional Conduct, the Decision and the Des Moines Municipal Code as now existing or hereafter adopted or amended.

b. The City shall pay an additional \$500 to Public Defenders for a "special set" jury trial and \$350 for a "special set" bench trial that is scheduled and held on a court day other than

the regularly scheduled 2 trial days per month as per Section 2.1

- c. The City shall pay an additional \$650 per RALJ appeal to the Superior Court in which a brief has been filed by the Public Defenders, which sum is over and above all compensation paid for legal services before the Court.
- d. The City may schedule additional Court days with 30 days written notice to the Public Defender, or such shorter time upon agreement by the Public Defender. Public Defenders shall be compensated an additional \$350 per half day calendar and \$700 per full day calendar for such additional court days.

2.2 The compensation amount represents the salary and benefits necessary to provide the services for the City and as supplemented in Section 2.4 below all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way of illustration and not limitation, training, investigation, translation, and mental and physical evaluation services. As provided in Section 2.5 and its sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense services will comply with the Standards and Decision with an adequate reserve capacity for each Public Defender.

2.3 Case Counts. Based upon case counts maintained by Public Defender and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is approximately 400 cases per year. As provided in the Standards, the case counts also include the Public Defender's appearance at all arraignment calendars. The terms "case" and "credit" shall be defined in accordance with the Washington State Supreme Court rule and Washington Office of Public Defense guidelines. The City has adopted an unweighted case count. Monthly stats are due the following month.

2.4 Adjustment; Internal Allocation. As provided in the Standards, case counts may be revised upwards based upon a variety of factors. Upon the Public Defender's request, the City shall review any particular case with the Public Defender

to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused. The annual caseload shall be reviewed annually on or about June 30th each year.

2.5 Base Compensation. Except as expressly provided in Section 2.6, the cost of all infrastructure, administrative, support and systems as well as standard overhead services necessary to comply with the established standards are included in the base payment provided in Section 2.1 above.

2.6 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose:

a. Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting Public Defenders making any charge or court files pertaining to the underlying case.

b. Preauthorized Non-Routine Expenses. Non-routine case expenses requested by the Public Defender and preauthorized by order of the Court. Unless the services are performed by Public Defender's staff or Public Defenders, non-routine expenses include, but are not limited to:

- (i) investigation expenses;
- (ii) medical and psychiatric evaluations;
- (iii) expert witness fees and expenses;
- (iv) interpreters;
- (v) polygraph, forensic and other scientific tests;
- (vi) unusually extensive computerized legal research;
- (vii) any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any expense is found by the Court to be outside of its authority to approve, the Public Defender may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

c. Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

d. Copying Clients' Files. The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus Public Defender's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

e. Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals. The cost of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public Defender is limited to no more than two copies;

f. Records. To the extent such materials are not provided through discovery, medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75; and

g. Process Service. The normal, reasonable cost for the service of a subpoena.

2.7 Review and Renegotiation.

a. Due to Increases or Decreases in Case Load. The City and the Public Defender shall, at the option of either party, renegotiate this contract if there is a significant increase or decrease in the number of cases assigned. Significant "decrease" shall mean a change of more than ten percent (10%) in the number of cases assigned. If cases are estimated to approach or exceed 400 cases per year or 100 cases per quarter, the parties may renegotiate this contract to increase case coverage and compensation to Public Defender. At the request of either party, the City and Public Defender will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications. Public Defender shall promptly notify the City when quarterly case loads can reasonably be anticipated to require use of overflow or conflict counsel to assure that cases assigned to Public Defender remain within the limits adopted in this contract and comply with state and local standards.

b. Renegotiation Due to Change in Rule or Standard. This contract may be renegotiated at the option of either party if the Washington State Supreme Court, the Washington State Bar or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or City Ordinance/Resolution.

3. Term of Agreement. The term of this agreement shall be from March 1, 2018 for a two (2) year initial term through February 29, 2020, unless sooner terminated as provided herein. The Agreement may be extended for one (1) additional two (2) year term at the mutual agreement of the parties, not to exceed four (4) years in total.

3.1. For Cause. This agreement may be terminated for good cause for violation of any material term of this agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards or the Decision, the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Public Defender or any Public Defender providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Public Defender who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

3.3 Obligations survive Termination. In the event of termination of this agreement, the following obligations shall survive and continue:

a. Representation. The compensation established in this agreement compensates Public Defender for services relating to each and every assigned case. Therefore, in the

event this agreement is terminated, the Public Defender will continue to represent clients on assigned cases until a case is concluded on the trial court level through dismissal, plea or sentencing, provided however, that the public defender may withdraw after thirty (30) calendar days with respect to any matter which has not been set for trial within sixty (60) days of termination. Probation will be assigned to successor counsel.

b. The provisions of sections 1 through 5 shall survive termination as to the Public Defender. The City shall remain bound by the provisions of section 2.4 with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

4. Nondiscrimination. Neither the Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.

5. Indemnification. The Public Defender agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, and including claims by Public Defender's own employees to which Public Defender might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Public Defender, his/her officers or agents.

5.1 It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

5.2 The City agrees to hold harmless and indemnify the Public Defender, his/her officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, arising out of or in connection with any willful

misconduct or negligent error or omission of the City, its officers or agents.

5.3 This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Public Defender shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Public Defender, or the agents, representatives, employees, or sub-Public Defenders of the Public Defender.

6.1 Public Defenders shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to person or damage to property which may arise from or in connection with the performance of the work hereunder by Public Defender. Public Defenders shall obtain and maintain Professional Liability insurance appropriate to Public Defenders' profession. Professional Liability insurance shall be written with limits no less than \$500,000 per claim and \$1,000,000 policy aggregate limit. Public Defenders' insurance shall be primary insurance as respects the City. Public Defenders' insurance coverage shall not be cancelled except after thirty (30) days prior written notice to the City by certified mail, return receipt requested. Public Defenders shall furnish the City with written certificates evidencing compliance with insurance requirements within 30 days of commencement of work.

6.2 Verification of Coverage. Public Defender shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City. The Public Defender shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Contract. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Contract or extension(s) thereof, but not filed during the term of the Contract.

7. Work Performed by Public Defender. In addition to compliance with the Standards, in the performance of work under

this Agreement, Public Defender shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at Public Defender's Risk. Public Defender shall be responsible for the safety of its employees, agents, and sub-Public Defenders in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Public Defender's own risk, and the Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, no Subcontracting. This Agreement has been entered into in consideration of the Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Public Defender has personally signed this Agreement below to indicate that he/she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Public Defender without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Public Defender. An additional Public Defender may be added to this Agreement by adding his or her signature to these agreements.

11. Entire Agreement; Prior Agreement Superseded. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

CITY:

City of Des Moines
21607 11th Ave. South
Des Moines, WA 98198

PUBLIC DEFENDER:

Julie Codd
Codd Law Office
15401 First Avenue S, Suite A
Seattle, WA 98148

13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Contract Administrator, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the City's Municipal/District Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Public Defender and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable Public Defender's fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in King County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20__.

CITY OF DES MOINES:

CITY OF DES MOINES:

Tim George, City Attorney

Michael Matthias, City Manager

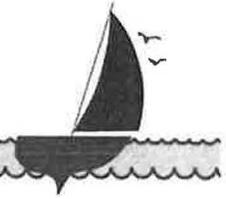
PUBLIC DEFENDER

By: _____
Codd Law Offices, Julie Codd

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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 15, 2018

Julie M. Codd, Attorney at Law
Codd Law Offices
15401 First Avenue S, Suite A
Seattle WA 98148-1013

Re: Request for Proposal (RFP)-Public Defense for Cities of Des Moines and Normandy Park

Dear Ms. Codd,

The purpose of this letter is to inform you that the evaluation of proposals submitted in response to the subject RFP has been completed.

The Committee evaluated all proposals in strict accordance with the evaluation criteria set forth in the RFP. I am pleased to let you know that Codd Law Offices' proposal was selected, more specifically attorneys Ms. Julie Codd and Ms. Donna Beasley Gibson.

Our Legal Department should be contacting you shortly to work with you on the terms of your contract.

Should you have any questions about this matter please feel free to contact our City Clerk/Communications Director, Bonnie Wilkins at 206-870-6519 or bwilkins@desmoineswa.gov.

Best,

Michael Matthias
City Manager

vcc: Jennefer Johnson, Court Administrator

The Waterland City

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CODD LAW OFFICES
Julie M. Codd, Attorney at Law

15401 First Ave. South, Ste. A
Seattle, WA 98148-1013
Tel: 206-246-0388
Fax: 206-246-0389

January 31, 2018

Des Moines City Manager
 City of Des Moines
 21630 11th Ave., South, Ste. A
 Des Moines, WA 98198

Re: Response to RFP for Public Defense Services

Dear City Manager:

Julie M. Codd, of Codd Law Offices, hereby proposes a flat fee contract for public defender services for the Cities of Des Moines and Normandy Park. The monthly fee for services to the Des Moines court would be \$14,200 and Normandy Park would be \$2800.

The proposed monthly payments are based on the currently scheduled calendars and assignment of cases using an unweighted standard as known by Julie M. Codd in her current position as public defender for both Cities. For Des Moines, this includes daily Score calendars, all day Wednesday & Thursday calendars comprising reviews, post-sentencing matters, pre-trials, in-custody hearings, motions, bench trials, warrant quash hearings, courtesy counsel at arraignment calendars once per week, a monthly Relicensing calendar and jury trials 2 days per month. For Normandy Park, the payment includes daily Score calendars, half-day court calendars twice per month (which encompass arraignments, reviews, pre-trials, motions, etc.), courtesy counsel at the monthly Relicensing calendar and jury trials 2 days per month.

The monthly payments also include all client conferences, witness interviews, legal research, preparation and filing of pleadings, negotiations regarding possible dispositions and preparation and appearance at all court proceedings as detailed above.

Any additional calendars, including but not limited to the upcoming bi-monthly DUI Court calendar, would be billed at \$350 per calendar (to be divided equally between the two Cities or as the Cities deem appropriate).

Other possible costs would be \$500 for any special set jury trials, \$350 for special set bench trials and \$650 for any RALJ

RFP Response
 Page 1 of 7

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appeal, excluding the filing fee. In the past 5 years, Codd Law Offices has not incurred or billed either City for any of these types of costs so they are a rarity. We are agreeable to all other terms and conditions per the templates included in the RFP.

This is a proposal for a shared contract with Ms. Codd and either of the 2 attorneys listed herein as the City deems most qualified. Ms. Codd has agreements with these attorneys to provide co-representation with an equal division of cases and responsibilities. Both are willing to execute separate contracts with each City. In the alternative, Ms. Codd can be primarily responsible for all duties, assignment of cases and services under the contract and execute a subcontractor agreement with the appropriate attorney. Hopefully these options provide the Cities with two different scenarios so that you may decide what contractual agreement best serves the needs of each City.

ATTORNEYS (RESUMES ATTACHED) :

JULIE M. CODD, WSBA#27448. Ms. Codd has represented criminal clients within the State for over 20 years. Over 14 of those years have involved representation of indigent clients through court appointment and contracts with the Cities of Des Moines and Normandy Park. Our office strives to maintain the highest standards of conduct and behavior towards the court and court staff, the prosecutor and all parties. Ms. Codd proposes to share the contract with either of the following attorneys:

DONNA BEASLEY GIBSON, WSBA#33583. Ms. Gibson has over 13 years of criminal defense experience both in the public and private sector. Her "team" includes association with Attorney Rebecca Thorly, WSBA #42646, an experienced public defender who specializes in immigration matters. Ms. Thorly will not be part of the contract, however, she will be available as an additional coverage attorney and for consultation on immigration issues. This team also includes David Brambila, a rule 9 intern who is fluent in Spanish. David will be available to interpret outside of court for client consultations and interviews at no additional cost to the Cities.

ABRAHAM RITTER, WSBA#42153. Mr. Ritter is an experienced public defender for the Cities of Renton and Auburn. Mr. Ritter serves as the current conflict public defender for the Des Moines and Normandy Park Courts and his work, qualifications and performance is well known to the current Judge, Prosecutor and staff.

PUBLIC DEFENSE STANDARDS

Each attorney proposed herein has read and is familiar with

Des Moines Executive Order 14-005 and Normandy Park Resolution No. 875 establishing public defense standards for the Cities. The attorneys are also familiar with the Supreme Court Standards originally adopted pursuant to the Order at 174 Wn.2d 1177 and 1192, as amended ("Standards"). The attorneys proposed herein warrant and affirm that this proposal takes into account all required training, infrastructure and service provisions required under the Standards.

The attorneys herein each maintain separate offices, employ their own staff and provide all infrastructure required by the proposal. Codd Law Offices currently employs one legal secretary/receptionist and is seeking a replacement part-time paralegal. Experts and investigators are not firm employees but are hired on as needed basis.

Ms. Gibson's staff consists of a full-time receptionist/secretary and a Rule 9 intern. Mr. Ritter shares staff and space with another attorney.

REFERENCES

Reference letters from the following on behalf of Ms. Codd are attached: King County Superior Court Judge Veronica Aliceá-Galvan, King County District Court Judge Susan Mahoney, Kim Hunter, Washington Super Lawyer 2015-17.

References for Ms. Gibson: King County District Court Judge Gregg Hirakawa, King County Superior Court Judge Susan Amini, Edward K. Le, Super Lawyer 2017. Reference letters available upon request.

References for Mr. Ritter : Municipal Court Judge Kara Murphy, Municipal Court Judge Terry Jurado, King County District Court Judge Gregg Hirakawa. Reference letters are available upon request.

INSURANCE

The proposed attorneys herein each maintain separate offices and separate premises liability insurance policies in the amount of \$500,000/\$1,000,000. Each attorney maintains individual malpractice insurance with the same \$500,000/1,000,000 coverage amounts with no exclusion for ineffective assistance of counsel per the contract requirements.

ADDITIONAL INFORMATION, EXPERIENCE AND ATTESTATIONS

Codd Law Offices was established in 1997 by Julie M. Codd. For the past 14 years the emphasis has been on criminal defense

and indigent defense services. Ms. Codd has been providing indigent defense contract services for the City of Des Moines since 2004 and for the City of Normandy Park for 6 years with outstanding service and compliance.

She has not been sanctioned or in any way made aware of any deficiencies in performance and believes the current Judge, former Judges, Prosecutors, probation officer, transport officers and staff hold her in high regard. Please contact Jennefer Johnson, Des Moines Municipal Court Administrator, for more information on Ms. Codd's performance.

Ms. Gibson's solo firm was established in 2013. She has over 13 years of experience providing indigent defense services representing hundreds of clients for Pierce County and the Cities of Auburn, Bellevue, and Renton. She contracted with Susan Amini (now a Superior Court Judge) as a public defender in Bellevue in 2003-04.

Mr. Ritter has provided public defense services under Cayce and Grove for the City of Renton for the past 4 years to the present. He is a sole practitioner and established his firm in 2010. He is the current primary conflict public defender for the Cities of Des Moines and Normandy Park.

Each of us are sole practitioners and, as stated previously, each attorney herein maintains separate offices, employs their own staff and provides all infrastructure required by the proposal.

Ms. Codd, Ms. Gibson and Mr. Ritter all have extensive experience working with ex-offenders, the mentally ill and other clients in need of social service referrals. We work closely with the SCORE/Sound Mental Health referral network to provide assistance both before and after incarceration. Our years of defense work has provided us with a vast network of referral sources for drug and alcohol abuse, mental health services, employment, housing, domestic violence treatment programs and domestic violence advocacy resources for clients that are also victims. When necessary we have in the past accompanied clients to competency interviews and will continue to provide that service at the client's request.

We provide confidential meeting space with clients and utilize court-approved certified interpreters. Additionally, Ms. Gibson supervises a Rule 9 intern who is fluent in Spanish so that should minimize the need to hire out of court interpreters at the City's expense. We often will arrange, with court approval, for interpreters to meet with us at our offices to interview clients and witnesses outside of court and will continue to do so. Client meetings outside of court are essential to satisfy the

"representational relationship" test that the Standards demand.

Should we believe that an expert or investigator is necessary to fully represent a client, we will petition the court for additional funds to cover the associated costs. However, in our experience, these occasions are generally very limited.

The attorneys herein are very familiar with the current Court and its systems. We are all proficient with O-COURT and the use of the Judicial Access Browser System (JABS) and JIS. All of us have appeared at the Score jail countless times for video hearings ever since the jail opened in 2012. We are very familiar with SCORE policies and procedures as well as the current Court's preferences for conducting such hearings.

We are transitioning to paperless offices and files. Paperless case management systems in use include CLIO - we also utilize Office 365 and Dropbox to allow cloud-based access to our files anytime and anywhere.

THERAPUETIC COURTS

In December 2017, Julie M. Codd attended the NCDC Foundational Training for DUI courts. In addition she has been an observer at a local DUI court and is studying manuals and materials in anticipation of the launch of such a therapeutic court in Des Moines and Normandy Park. Ms. Codd has experience with the King County Mental Health Court both in referring appointed cases and appearing on private cases there.

Ms. Gibson has appeared numerous times in drug courts for King and Pierce County, both privately and for indigent clients. Mr. Ritter also has experience with the King County Drug Court and Mental Health Court.

We wholly support therapeutic courts and believe a DUI court especially is a game changer for our high risk/high need clients. Study after study has shown that DUI courts are effective at lowering recidivism rates. These courts not only offer cost-savings to the courts and the community, but often offer life-saving intervention and life-changing behavior for our clients. It may provide us, as public defenders, with the most rewarding work we have ever done. All of us are ready, willing and able to travel and to continue and/or start the training. It would be very exciting to be part of such a progressive court at its inception.

CONTRACT PERFORMANCE

None of the proposed attorneys herein are aware of any

conflict of interest with the City of Des Moines or Normandy Park. None of the attorneys herein have ever been terminated for cause from any public contract at any time, have not been disciplined or reprimanded by any Bar Association, nor been the subject of any malpractice action in any court. None of us have been removed from a case for ineffective assistance of counsel or been monetarily sanctioned by any court.

PROPOSED DELIVERY OF SERVICES

The goal of our legal representation of indigent defendants is the same as that of non-indigent defendants - to have clients view us as effective advocates who address the full range of issues facing them during their legal representation. We are experienced in recognizing when a client is in need of mental health and/or substance abuse treatment and are familiar with the resources within the community that can assist that client. We are prepared to offer referrals to outside resources such as drug and alcohol counselors, mental health providers, housing help, health insurance assistance and even literacy resources. We are committed to assisting clients in their efforts to become sober, licensed and employed citizens. We work hard to build and maintain relationships of mutual respect and cooperation with the bench, court staff, prosecutor's office, police and the public. As such, we work to reduce the monetary burden of the judicial system by minimizing conflict as much as possible without sacrificing our clients' rights.

Clients will be contacted within 24 hours of appointment and phone calls will be returned within 48 hours. We will maintain regular office hours but also be available by appointment after hours and on weekends for those clients that cannot meet during the usual office hours. We will provide the Prosecutor and police department with contact information assuring that we can be reached 24/7 for consultation at all critical stage proceedings.

The attorneys herein have extensive experience and specialized training in criminal defense and indigent defense. We all attend more than just the required minimum of 7 criminal law CLEs per year that the Standards require. We receive training through annual seminars such as the WSBA Criminal Justice Institute and the Washington Foundation for Criminal Justice's DUI seminar. We are current members of the Washington Defender Association and renewing for the Washington Association of Criminal Defense Lawyers. The WDA provides us with excellent and current training, resources, referral lists and list-serve support so that we remain educated and aware of trending issues in criminal defense.

CASELOADS AND RECORD-KEEPING

The expectation under this proposal is an equal division of cases and responsibilities between two attorneys. This may be achieved by entering separate contracts with each attorney, or, one contract with Codd Law Offices, who will then subcontract with the other attorney. If under a subcontractor agreement, then the case loads will be monitored by supervising attorney Julie M. Codd, with a 50-50 division of cases with Ms. Codd making case assignments after arraignment.

In either scenario, we will provide each City with monthly reports and quarterly statistics detailing new appointments, closed cases, disposition statistics regarding amendments, dismissals, pleas, etc. We also report stats for motions noted and argued, bench and jury trials set and held, expert consultations and investigative referrals. We will comply in all ways with the record-keeping requirements under the public defense standards. Of note, Codd Law Offices was one of the first firms to maintain such records even before the standards were implemented. We have been maintaining them consistently for the past 4 years.

CONCLUSION

In total, we offer extensive experience in indigent criminal defense. Representation of indigent clients involves working with a variety of people from all backgrounds, including many who have English as a second language, who have mental health or addiction issues and who may be facing immigration consequences. We are familiar with the myriad of issues these clients face and are adept with working with them. We are familiar with the resources within the community that can assist our clients to facilitate resolving their legal issues.

Julie M. Codd (and the attorneys proposed herein) have proven qualifications and proven success in handling contracts of this type. Ms. Codd has held the Des Moines public defense contract with 2 other attorneys in the past 14 years with consistent contract renewals. She has held the Normandy Park contract for over 6 years with consistent renewals. If chosen, we will be providing exemplary public defense services and the Court will have experienced, professional and personable attorneys in the courtroom for each and every calendar.

Sincerely,


Julie M. Codd
WSBA#27448
Codd Law Offices

RFP Response
Page 7 of 7

CODD LAW OFFICES

Julie M. Codd, Attorney at Law

15401 First Ave. South, Ste. A

Seattle, WA 98148-1013

Tel: 206-246-0388 Fax: 206-246-0389

Email: jcodd@coddlaw.com web: coddlaw.com

SUMMARY OF QUALIFICATIONS

Highly accomplished and results-focused Attorney with career marked by extensive experience in criminal defense and representation for diverse clientele. Experience in managing heavy workloads and proven ability to logically and effectively manage case information, develop trial strategies and coordinate with legal resources to achieve desired outcome. Team oriented attorney who communicates with empathy and compassion to develop positive rapport and relationship with clients while consistently exhibiting a professional work ethic.

PROFESSIONAL HISTORY:

1997 to present: Founded Codd Law Offices in Burien, WA serving the South end communities with a focus on misdemeanor defense, estate planning, personal injury and general law practice. Office share with Hon. Paul J. Codd, retired, and W. Tracy Codd, an experienced criminal defense attorney.

2004 to present: current contract holder as public defender for City of Des Moines and currently 90% of practice is devoted to indigent defense services.

2007 -09, 2015 to present: current contract holder as public defender for the City of Normandy Park.

For the past 14 years:

- Provided representation and legal defense support for clients who are unable to pay for their legal services
- Collaborated with the Court to screen and identify potential clients; and communicate with clients to obtain pertinent information for their case
- Handled litigation matters, including motions, investigations, interviews and trials
- Complied with all public defense standards and guidelines as required by WSBA and OPD
- Completed NCDC DUI court training 12/4-12/7/2017

EDUCATION:

Graduate of WSBA Rule 6 Clerking Program, Bachelor of Science, Legal Administration, City University

AFFILIATIONS:

Member/Admitted: WSBA, Federal District Court Western District of Washington, Washington Defender Association, contributor Wash. Campaign for Equal Justice & El Centro De La Raza

REFERENCES (LETTERS ATTACHED TO BID):

Hon. Veronica Alicea-Galvan, King County Superior Court
Hon. Susan Mahoney, King County District Court
Kim Hunter, Washington Super Lawyer 2016, 2017

DONNA BEASLEY GIBSON

240 Auburn Way South, Suite 1B, Auburn, WA 98002 (206) 696.8520

ADMITTED TO BAR, WASHINGTON, June 2003

ADMITTED TO BAR, MICHIGAN, March 2009

EXPERIENCE

LAW OFFICE OF DONNA BEASLEY GIBSON

Tukwila, Washington

Auburn, Washington

Owner, Attorney

October 2011 to present

Criminal defense, personal injury, disability appeals; including sub-contracting with other firms assisting with litigation and attending hearings. Conflict public defense panel for Pierce County, sub-contracted for public defense in Renton and Auburn.

EDWARD K. LE, PLLC

Renton, Washington

Contract/Associate Attorney

February 2012 to present

Handled all aspects of complex personal injury lawsuits including client intake, medical management, interviewing and preparing witnesses, research, drafting motions and pleadings, depositions, and trial preparation.

MIDLAND STREET LAW OFFICE, P.C.

Bay City, Michigan

Owner, Attorney

March 2009 to September 2011

Bankruptcy, Social Security Appeals, Criminal Defense, Tort Litigation, General Practice.

Significant cases: Represented plaintiff in wrongful termination case involving false sexual harassment allegations; represented defendant accused of embezzlement of over \$100,000 during web marketing campaign; represented one of 24 defendants in major federal drug ring; represented defendants operating a medical marijuana club; argued non-dischargeability of spousal consolidated student loans; settled case involving federal employee injured in auto accident; argued mental illness as defense to non-dischargeability in loan fraud. Conflict public defense panel for Saginaw County

SCHMIDT INDUSTRIES, INC.

Bay City, Michigan

Part-Time In House Attorney

April 2008 to March 2010

Loan transactions, car dealership financing, collection, contracts, land purchase and sale agreements, employment issues, litigation, appeals. Significant cases: defense of wrongful termination; reworking of 3.5 million used car dealership "flooring" agreement and financing

DONNA BEASLEY, ATTORNEY AT LAW

Tacoma/Tukwila, Washington

Owner/Attorney

January 2004 to March 2008

Bankruptcy, Social Security Appeals, DUI Defense, Tort Litigation, General.

Successfully defeated summary judgment in a slip and fall case; hung jury for defendant on residential burglary, malicious mischief and theft of motor vehicle case; federal appeal of Social Security case involving gender identity disorder; conflict public defense panel for City of Tukwila, City of Bellevue and Pierce County.

AMINI LAW FIRM

Bellevue, Washington

Rule 9 Intern/Associate Attorney

March 2003 to January 2004

Primarily responsible for firm's public defense contract with the City of Bellevue; handled all aspects of misdemeanor cases for approximately 40 new clients each month; also handled approximately ten personal injury cases. Took 20 cases to bench trial, 18 to jury trial, and four to RALJ appeal.

KRUPA & CLARK

Tacoma, Washington

Rule 9 Intern

January 2002 to March 2003

Significant work:

Belasco v. City of Tacoma, 114 Wn.App. 211, 56 P.3d 618 (2002) Oral argument*Walker v. State of Washington*, 119 Wn.App. 1075 (2004) Appellant's Brief*Cuzchetto v. State of Washington* 28681-5-II (Div. II, Court of Appeals. 11-12-2003) Appellant's Brief*Vandereay v. City of Kent*

- Drafted brief in response to summary judgment and response to request for discretionary review: legislative intent exception to public duty doctrine does apply in case of court failing to ensure receipt of order terminating order for protection and county is not immune from suit.
- Response to summary judgment: plaintiff has valid §1983 claim in case of excessive force.
- Response to summary judgment: City is not immune from suit against officer in §1983 case

OTHER LEGAL EXPERIENCE

Twelve years experience as a legal secretary/assistant in all aspects of law, including personal injury (plaintiff and defendant), maritime, environmental insurance coverage, construction defect, complex litigation (including multi-district litigation), asbestos litigation, real estate transactions, estate planning, corporate, Social Security appeals, and business litigation, including the following:

FORSBERG & UMLAUF

Seattle, Washington

Legal Secretary

August 2000 to January 2002

THE COE LAW GROUP

Seattle, Washington

Paralegal

February 2000 to August 2000

GRAHAM & DUNN

Seattle, Washington
 Legal Secretary
 August 1997 to February 2000

MARTINEZ & KAMINSKI

West Sacramento, California
 Legal Secretary/Bookkeeper
 January 1994 to April 1997

DAVID G. LEE, ATTORNEY AT LAW

Sacramento, California
 Legal Secretary/Bookkeeper
 August 1990 to December 1993

EDUCATION**Seattle University School of Law**

Juris Doctor, December 2002

Trustee Scholarship

- Participant, Moot Court, Intellectual Property Appellate Competition, November 2002
- Research Project: Asserting Personal Jurisdiction Over Non-Resident Insurance Companies
- Contributed articles to student newspaper: Prolific Reporter, Fall 2002
- Participant, ADR Negotiation Competition, Seattle University School of Law, Fall 2001
- Mentor, Fall 2001
- Participant, Mock Trial Competition, Seattle University School of Law, October 2000
- Special project for the International Law Society at Seattle University through the Washington State Bar Association Section of International Law. Produced case summaries for case law update to be distributed to members. Spring 2000

California State University, Sacramento

Bachelor of Arts, English and Photography, August 1993

Dean's List and Honor Roll

Scholarship recipient

Personal photography and poetry exhibition, Sights & Sounds Gallery, spring 1993

Abraham Ritter

- Experience** 1/10 - Present Law Office of Abraham Ritter, PLLC Maple Valley, WA
- Attorney
- Handled public defense cases for Cayce Grove, public defense firm for Renton Municipal Court, from January 2013 - Present
 - Handled conflict public defense cases for City of Des Moines, City of Normandy Park from 2015 to present
 - Handled private criminal misdemeanor and felony cases in Superior, District, and Municipal courts throughout Washington State.
- 2/09 – 5/09 Division II Court of Appeals Tacoma, WA
- Court Extern
- Drafted screening memos for criminal and civil appeals for distribution to judges
 - Drafted unpublished decisions on criminal issues including forgery, first degree assault, and custodial assault
 - Researched and drafted portion of published decision on constitutional issue in criminal appeal
- 5/08 – 8/08 Supreme Court Justice Tom Chambers Olympia, WA
- Judicial Extern
- Researched varying legal issues including unconscionability in contract formation, the standard of evidence used in the termination of a professional license, and application of *Blakely*
 - Drafted memos in response to petitions for review, motions to modify, and PRPs
 - Analyzed pro se motions to modify for relevant legal arguments
- 5/07 – 3/08 Unemployment Law Project Seattle, WA
- Legal Intern
- Represented clients at administrative hearings for unemployment insurance claims
 - Appealed unfavorable hearing decisions to the Employment Security Department
- Education** 5/06 – 5/09 Seattle University School of Law Seattle, WA
- Juris Doctor, *Cum Laude*

VERONICA ALICEA GALVÁN

JUDGE OF THE SUPERIOR COURT
516 THIRD AVENUE, C-0203
SEATTLE, WASHINGTON 98104-2381

October 30, 2017

Michael Matthias
City Manager Des Moines
21640 11th Ave. South
Des Moines, 98188

Dear Mr. Matthias:

I wish to take this opportunity to recommend Julie Codd for consideration as a provider of public defense services for the City of Des Moines. I had the privilege to see Ms. Codd's work ethic, performance, and legal skills in action for over seven years when I was Presiding Judge for the City of Des Moines.

Ms. Codd has earned a reputation as a conscientious and careful attorney who possesses the requisite knowledge and skills to manage a significant caseload while ensuring her clients receive the best defense. She has earned the respect of attorneys who work with her as well as those who oppose her.

Indeed, Ms. Codd's experience, work ethic, and devotion to the principles of justice make her an ideal candidate for this important work. If you have any questions, please do not hesitate to contact me.

Sincerely,



Judge Veronica Alicea-Galvan

November 20, 2017

Re: Julie Codd

To Whom It May Concern:

I am writing this letter to highly recommend that you retain Julie Codd as your public defender in Des Moines. Ms. Codd is an outstanding attorney. She is knowledgeable, professional, reliable, extremely ethical, dedicated, and hard working. She takes her role seriously and works hard to fairly represent all of her clients in a reasonable and ethical manner.

As Prosecutor for the City of Des Moines from 2002 until 2010, I worked with Ms. Codd from the inception of her contract. I had a front row seat to watching her grow as an attorney and become extremely competent in her role as public defender. She is very respectful and always got along well with staff. As a prosecutor, it is important to have a good working relationship with the public defender. Ms. Codd made this easy. She was good at her job, clear in her obligations, reasonable in her approach to plea bargaining, and knew when to firmly stand her ground to the benefit of her client. This balance is difficult to accomplish, but Ms. Codd seemed to do it with ease.

Although it has been years since we have worked together in the Des Moines Court, I know she still enjoys the same stellar reputation among the attorney bar. She has done an excellent job for the City of Des Moines and if given the opportunity, will continue to do so in the future.

I am happy to speak with you further if you have any additional questions.

Sincerely,

Susan Mahoney
Judge, King County District Court – MRJC
(206) 477-2040 (office) / (253) 223-3391 (cell)

LAW OFFICES OF KIM E. HUNTER, PLLC

To Whom It May Concern:

I am writing on behalf of Julie Codd who is under consideration for the position of Public Defender for the City of Des Moines. I have known Ms. Codd professionally for nearly 15 years and have seen her develop to a well- seasoned and well-respected trial attorney and advocate.

Julie is admired and respected by all members of the Bar due to her tireless efforts on behalf of her clients as well as her polite and professional attitude. Having been a trial attorney at the District and Municipal Court level for my entire career, I find too often that public defense appointments don't often consider the candidates' ability to manage the day to day grind of a Court calendar. And even if efficient, often the demeanor and method utilized to achieve these results leaves a lot to be desired. I believe that an individual who lives in this environment is best-suited to provide exceptional public defense services.

Julie's experience in this field of practice and as a zealous advocate will provide the City with this exact skill set needed to offer the best possible defense for the indigent and low-income individual. Her dedication to assisting the indigent shows her awareness to the un-even playing field that those less fortunate often face in the justice system. Ms. Codd would ensure fair representation to all those she assists regardless of race, religion, sexual orientation or economic background.



13036 SE Kent Kangley Rd
Kent, WA 98039

PHONE 253-709-5050
FAX 253-397-3520
EMAIL kim@khunterlaw.com
WEBSITE www.khunterlaw.com

Simply put, I cannot think of a more qualified individual for this position. Ms. Codd has gained the respect her clients and the Court. She is known for her graciousness, compassion and work ethic. She is exactly what this Court needs. For these reasons, I highly recommend Julie Codd for the position of Public Defender for the City of Des Moines.

Please contact me at 253-709-5050 should you require additional information.

If you would like additional information about Employee Name, you can telephone me at 253-709-5050.

Sincerely,



Kim E. Hunter, Attorney



13036 SE Kent Kangley Rd
Kent, WA 98030

PHONE 253-709-5050
FAX 253-397-3520
EMAIL kim@khunterlaw.com
WEBSITE www.khunterlaw.com

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Americans with Disabilities Act
(ADA) Grievance Procedure Policy

FOR AGENDA OF: March 8, 2018

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

- 1. Draft Resolution 18-015

DATE SUBMITTED: February 28, 2018

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DJS

- Legal *LG*
- Finance *CP*
- Courts _____
- Police _____

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

Purpose and Recommendation

The purpose of this agenda item is to seek Council approval of Draft Resolution No. 18-015 which establishes an Americans with Disabilities Act (ADA) Grievance Procedure required for the City of Des Moines in accordance with Title II of the ADA. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to approve Draft Resolution No. 18-015 establishing an Americans with Disabilities (ADA) Grievance Procedure policy."

Background

Signed into law on July 26, 1990, the Americans with Disabilities Act (ADA) is a comprehensive civil rights law prohibiting discrimination on the basis of disability. Title II of the ADA specifically applies to State and local governments and protects individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by such entities. Furthermore, Title II of the ADA extends prohibition on discrimination established by section 504 of the Rehabilitation Act of 1973 to all activities of State and local governments regardless of Federal Aid. ¹

In accordance with the ADA, all public entities that employ 50 or more persons shall adopt public grievance procedures providing for prompt and equitable resolution of complaints alleging action that would be prohibited. Additionally, an ‘ADA Coordinator’ shall be designated as an individual to coordinate administrative requirements of the ADA and respond to complaints filed by the public. ²

Discussion

To comply with the Americans with Disabilities Act (ADA), the City is required to have an adopted grievance procedure to ensure equitable access for all persons in regards to the City’s services, programs, and services. This policy includes the following key elements: ³

- Description of how and where a complaint under Title II may be filed with the government entity.
- If a written complaint is required, a statement notifying potential complainants that the alternative means of filing will be available to people with disabilities who require such an alternative.
- A description of the time frames and processes to be followed by the complainant and the government entity.
- Information on how to appeal an adverse decision.
- A statement of how long complaint files will be retained.

Government agencies across the United States have been focusing on compliance with the ADA rules and regulations. The ADA grievance procedure policy under consideration is an effort to formalize the City’s efforts to ensure continued compliance with the ADA.

In addition to state and local government agency adherence with the ADA, federal and state funding opportunities are increasingly requiring formal compliance reporting. For example, the Washington State Department of Transportation (WSDOT) administers Federal Highway Administration (FHWA) funding, and as part of various grant awards, applicants are required to include statements of current status of the ADA compliance.

WSDOT also delegates some or all authority provided by FHWA for approving project development and construction administration thru a process called Certification Acceptance (CA). The City of Des Moines currently retains this CA status and is able to independently administer the majority of FHWA and state funds received. Many cost and schedule efficiencies are realized with CA, and only approximately 60 local agencies in Washington state are granted this privilege. Any non-compliance with the ADA could jeopardize the City’s CA status.

¹ US Department of Justice (2012, December 7). *Americans with Disabilities Act Title II Regulations Part 35 Non Discrimination on the Basis of Disability in State and Local Government Services*. Retrieved from www.ADA.gov.

² Northwest ADA Center (2018). *ADA Best Practices Tool Kit for State and Local Governments (DOJ)*. Retrieved from www.nwadacenter.org.

³ Northwest ADA Center (2018). *Grievance Procedure*. Retrieved from www.nwadacenter.org.

Alternatives

Council could elect not to approve the ADA Grievance Procedure policy resulting in non-compliance with Federal and State law as well as jeopardizing any future federal funding opportunity.

Financial Impact

No financial impact identified for the ADA Grievance Procedure.

City Administration will designate an ADA Coordinator and review assignment responsibilities relative to current City organizational structures. At this time it is not anticipated that there will be a financial impact to fulfill this requirement.

Recommendation

Staff recommends Council approve the suggested motion.

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CITY ATTORNEY'S FIRST DRAFT 02/08/2018**DRAFT RESOLUTION NO. 18-015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, establishing a Grievance Procedure Policy under the Americans with Disabilities Act.

WHEREAS, the continuing existence of unfair and unnecessary discrimination and prejudice denies people with disabilities their right to fully participate in all aspects of society, and

WHEREAS, the Americans with Disabilities Act of 1990 ("ADA") serves as a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities, and

WHEREAS, Title II of the ADA prohibits discrimination on the basis of disability by public entities, and

WHEREAS, a grievance procedure that promotes prompt and equitable resolution of allegations that the City has discriminated on the basis of disability can provide for swift relief for the grievant without resorting to formal legal process, and

WHEREAS, a grievance procedure may allow the City to promptly identify, investigate, and address previously unknown accessibility issues that will allow the City to better serve the public, and

WHEREAS, the goals of the ADA will be furthered by adoption by the City of a grievance procedure that will provide for a prompt and equitable resolution of complaints alleging that the City has discriminated against an individual or individuals on the basis of disability; now therefore,

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

The Des Moines City Council hereby adopts a Policy for Grievance Procedure under the Americans with Disabilities Act as follows:

**GRIEVANCE PROCEDURE POLICY
UNDER THE AMERICANS WITH DISABILITIES ACT**

Resolution No. ____
 Page 2 of ____

Sec. 1. Purpose and policy.

(1) This Grievance Procedure Policy is established to meet the requirements of the Americans with Disabilities Act of 1990. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Des Moines.

(2) This Grievance Procedure Policy does not apply to employment related complaints of disability discrimination.

(3) Nothing in this Procedure shall require an individual to follow this Procedure before seeking redress which may be available pursuant to state and federal law.

Sec. 2. Definitions. As used in this Resolution, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

"ADA Coordinator" means the individual designated by the City Manager to coordinate the administrative requirements of ADA compliance and to respond to complaints filed by the public.

"Alternative accessible format" may include personal interviews, audio recording, large print, or Braille.

Sec. 3. Complaint. A complaint may be submitted to the City's ADA Coordinator by filing a written notice, or by other accessible format upon request, by mail or in person to:

City of Des Moines ADA Coordinator
 Attn: City Clerk
 21630 11th Avenue South, Suite A
 Des Moines, WA 98198

or online at www.desmoineswa.gov.

The complaint shall include:

(1) The name, address, phone number and if available, the email address of the complainant; and

Resolution No. ____
 Page 3 of ____

(2) The basic facts and circumstances of the alleged violation including the location, date and a brief statement of the problem.

Sec. 4. Complaint timely. A complaint shall be deemed timely if filed with the City no later than sixty (60) calendar days after the alleged discriminatory violation.

Sec. 5. Investigation.

(1) Within fifteen (15) business days of the City's receipt of a complaint, the ADA Coordinator or the ADA Coordinator's designee shall meet with the complainant to discuss the complaint and possible resolutions.

(2) Within fifteen (15) business days of meeting with the complainant, the ADA Coordinator or the ADA Coordinator's designee shall respond in writing or, if appropriate, in an alternative accessible format, to the complainant to explain the position of the City including proposed corrective actions if deemed available.

(3) In the event the complainant is not satisfied with the response of the ADA Coordinator or the ADA Coordinator's designee, the complainant may file an appeal within fifteen (15) business days of the date of the City's response to the complainant in the same manner as section 2 of this Resolution.

Sec. 6. Appeal.

(1) The City Clerk shall forward such appeal to the City Manager or the City Manager's designee who, within fifteen (15) business days of the City's receipt of the appeal, shall meet with the complainant to discuss the complaint and possible resolutions.

(2) Within fifteen (15) business days of that meeting, the City Manager or the City Manager's designee shall respond in writing or, if appropriate, in an alternative accessible format, to the complainant with an explanation of the City's final resolution of the matter.

Resolution No. ____
Page 4 of ____

Sec. 7. Publication. A link to this Resolution shall be conspicuously and continuously published on the City's web page together with the name and contact information of the ADA Coordinator. The name and contact information of the ADA Coordinator shall be conspicuously posted in the posting places designated in DMMC 1.08.010 and published in each City Currents magazine.

Sec. 8. Records.

All complaints and their responses received pursuant to this section shall be retained by the City Clerk for at least three (3) years from the latest date of the individual complaint.

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

ATTEST:

City Clerk

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Washington State Future City Regional Competition

AGENDA OF: March 8, 2018

DEPT. OF ORIGIN: Administration

ATTACHMENTS:
1. Proclamation

DATE SUBMITTED: March 1, 2018

CLEARANCES:

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to recognize and congratulate Pacific Middle School students for demonstrating excellence in the Washington State Future City Regional Competition which was held Saturday, January 20, 2018.

Suggested Motion

MOTION: “I move to approve the Proclamation recognizing the achievements of the Pacific Middle School students in the Washington State Future City Regional Competition.

Background:

Pacific Middle School teams competed in the Washington State Future City Regional Competition on Saturday, January 20, 2018. The competition is a national competition which is part of National Engineering Week held in February of each year. Winners of the regional competition receive a trip to Washington, DC, where they compete for the national title. Team TerraNova won first place in the regional competition. This year 43 teams at Pacific Middle School participated in the Future City project. This is the eleventh year Pacific Middle School has competed in the competition, and the seventh time they have made it to the finals.

Future City is a national competition is where teams of middle school students form teams of three to build cities set in the future. The teams are chosen by the students. There are five distinct phases the students go through resulting in five separate deliverables.

Students begin the competition by using SimCity™5 software to create their futuristic city. Within the program, students have to make choices for their virtual city. They identify basic services and features, zoning and city infrastructures and the city location. Teams are required to complete a Virtual City report on goals set for the city, progress made throughout the time period and reflection on the strengths and weaknesses of their city as well as what went well and what needed more work.

Each team is required to complete a Project Plan, where they identify their goals, create and document a team schedule of tasks accomplished as well as a weekly report identifying what was completed, obstacles and goals for the next week. At the end, they reflect on their progress.

Each team member is required to write two written components; one is a 1,500 word research essay. The teams then take the best components of each individual essay and combine them to create the team essays that are submitted to the competition.

Students then work on their model as teams. These models are constructed at home, using predominantly recycled materials. The physical model should be no larger than 25" x 50" x 20", and must have at least one moving part. The model should be representative of their virtual design they created in SimCity™4. The model is 3-dimensional and should creatively represent their city in a futuristic manner at least 150 years into the future.

The final phase is the actual team presentation. Students create scripts where they incorporate the highlights of their city, its infrastructure, and the alternative energy sources. This is where the research the students did comes into play. Students have 7 minutes to present to a panel of 3 to 5 judges, outlining their city and its energy, transportation and community aspects. Judges then ask students questions for 12 minutes. These questions range from the types of engineering used in the city, to clarifications on how their waste disposal systems work, transportation to and from the city, innovations and futuristic components, to where in the city would you most like to live and why.



City of Des Moines

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



Proclamation

WHEREAS, Future City is a national competition, held as part of National Engineering week in February of each year, in which teams of middle school students design and build models of cities set at least 150 years in the future, and

WHEREAS, the City of Des Moines recognizes that this competition introduces students to Science, Technology, Engineering and Math (STEM) concepts, as well as the Career and Technical Education aspect of working successfully in groups, time management and communication skills, that build essential future job skills for our community and our nation, and

WHEREAS, the City of Des Moines is pleased to observe that the students must plan for and model the basic services and features of a city, such as zoning, infrastructure, and city location, thus preparing them for the duties of future citizenship, and

WHEREAS, the City of Des Moines applauds the participating teams from Pacific Middle School, and their instructor, for 1st place at the Washington State Future City Regional Competition; now therefore

THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS that the following Pacific Middle School students, along with their Instructor Sandy Gady, have demonstrated excellence in the Washington State Future City Regional Competition, and invites all citizens to join in congratulating them:

Team “AZARA”
Team “BIENVENIDA”

Team “NOVA STELLA”
Team “STELLA LUCIDA”
Team “TERRANOVA”
Team “VELIKA”

Sophie Bergstrom, Francesca Saga, Tsiyon Solomon, *Students*
Mari Pangelinan, Matthew Johnsen, Katie Pacini,
Logan Pinheiro, *Students*
Teddy Kim, Wednesday Satterlee, Clara Sandell, *Students*
Ivan Baez, Celia Harris, Samantha Becker, *Students*
Peyton Gendreau, Ryan Sokoloski, Sydney Willott, *Students*
Kellen Nelson, Julia Blankenship, Carson Foster,
Kyan Wills-Davidson, *Students*

SIGNED this 8th day of March, 2018.



Matt Pina, Mayor

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Music4Life Proclamation

AGENDA OF: March 8, 2018

ATTACHMENTS:

1. Proclamation

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: March 1, 2018

CLEARANCES:

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to recognize May as Music4Life month.

Suggested Motion

MOTION: “I move to approve the Proclamation recognizing May as Music4Life month.

Background:

Music4Life was created in the fall of 2007 with a goal to put musical instruments, in good playing condition, into the hands of children and youth. Music4Life is a local non-profit that partners with several school districts to provide ready-to-use musical instruments to distribute to students in need.

One of Music4Life’s most active participating school districts is the Highline School District. Last year, Music4Life delivered exactly 100 instruments to Highline Public Schools.

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City of Des Moines

ADMINISTRATION
21630 11TH AVENUE SOUTH, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4585 T.D.D.: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, the benefits of participation in instrumental music at any age can last a lifetime, and

WHEREAS, research now shows that students who participate in instrumental music programs tend to do better in math, science, history, literature, reading, writing, international languages, even in computer science and other academic disciplines, and

WHEREAS, music education is an integral part of a well-rounded education that prepares students for success in life by teaching teamwork and discipline, and

WHEREAS, the cost of owning or renting an instrument is a barrier preventing students from low income families from participating in instrumental music, and

WHEREAS, many adults have lovingly-used musical instruments stored in their garages or attics and that they no longer use, and

WHEREAS, Music4Life™ (www.Music4Life.org) is a non-profit organization that has been repairing and providing ready-to-play musical instruments to participating public schools for use by students in need since 2007, and

WHEREAS, Music4Life guarantees that all instruments will be used exclusively for the benefit of students in the school district for which they are donated, and

WHEREAS, Music4Life has provided approximately 2,000 musical instruments to children in the greater Seattle area, including those attending Bremerton, Edmonds, Highline, Mukilteo, Northshore, Seattle and Shoreline Public Schools, now therefore

THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS and encourages Citizens to donate any lovingly used musical instruments they may have to www.Music4Life.org, and show what financial support they can to this fine home-grown organization and acknowledge May as

MUSIC4LIFE MONTH

SIGNED this 8th day of March, 2018



Matt Pina, Mayor

The Waterland City

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: City Manager Contract Amendment #2

FOR AGENDA OF: March 8, 2018

DEPT. OF ORIGIN: Legislative

DATE SUBMITTED: March 2, 2018

ATTACHMENTS:

- 1. Contract Amendment #2
- 2. City Manager Contract

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DJS

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: _____

Purpose and Recommendation

The purpose of this agenda item is for the City Council to acknowledge the sustained exemplary performance of City Manager Michael Matthias since his appointment and to authorize a single step increase and contract amendments.

Suggested Motion

Motion 1: "I move to approve a single step increase for the City Manager from M-43 D to M-43 E, effective February 20, 2018, and to authorize the Mayor to sign contract amendment #2 substantially in the form as attached."

Background

The employment agreement dated October 28, 2016 between the City of Des Moines and the City Manager, Michael Matthias, required that the City Council conduct a performance evaluation of the City Manager in February of 2018. Pursuant to the agreement, if the City Manager demonstrated a sustained exemplary performance, he would be eligible to progress to an increased step or range. The result of the performance review was overwhelmingly positive. As a result, the City Council will be voting to approve a single step increase.

To recognize the City Manager's outstanding performance, the City Council will also be voting to approve a contract amendment to allow for an increase in his telecommunications and vehicle allowance as well as vacation and sick leave cashouts. These amendments reduce the City's liability to the City Manager at retirement or separation by reducing the available vacation and potentially sick hours that could be cashed in at a later date.

Finally, recognizing the time required to seek City Council approval at an open public meeting before the City Manager could avail himself of an outside opportunity such as a speaking engagement, teaching, or consulting, the City Council has agreed to allow the City Manager to provide written notice to the Council prior to the event.

Financial Impact

The step increase from a M-43 D to a M-43 E represents an increase of \$8,340 in annual compensation. The \$100 per month increase in the telecommunications and vehicle allowance results in an annual increase of \$1,200 for those allowances. Finally, the increase in vacation and sick leave buybacks both represent an approximate \$3,878 in additional cashouts; however, by cashing out now, the City reduces future liability and long term impacts of unused vacation leave and may reduce future liability for unused sick leave.

CITY MANAGER EMPLOYMENT AGREEMENT AMENDMENT #2

THIS AMENDMENT is entered into on this 9th day of March 2018, pursuant to the Employment Agreement entered into on the 28th day of October, 2016, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **Michael Matthias**.

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

1) **SECTION 1(B)** of Employment Agreement dated October 28th, 2016, is hereby amended as follows:

The City Manager shall focus his professional time, ability, and attention to the City's business during the term of this Agreement. The City Manager shall not spend time in teaching, consultation, or other non-Employer connected business activities that are competitive or in conflict with his duties as City Manager. In those cases where outside activities, for example, teaching, consulting, or other business opportunities are not in conflict with his duties, and are not competitive to the interests of the City, the City Manager will inform the City Council in writing prior to commencement of the activity. ~~request the express prior written consent of the City Council. The City Council has the sole authority to approve or deny a request under this Section.~~

2) **SECTION 3(D)** of Employment Agreement dated October 28th, 2016, and amended by Amendment 1, is hereby amended as follows:

Employee may cash in up to eighty-one hundred and twenty (80120) hours of vacation ~~annually each November to paid on the first payday in December.~~ Employee may cash in up to eighty-one hundred and twenty (80120) hours of sick leave annually.

3) **SECTION 3(H)** of Employment Agreement dated October 28th, 2016, is hereby amended as follows:

Recognizing the travel and telecommunications costs Employee will be incurring using his own vehicle and cellular phone in the performance of his duties, he will be paid a transportation and telecommunications allowance totaling \$500-600 per month, to be paid in two \$250-300 increments on his bi-monthly paycheck, subject to lawfully required withholdings. ~~This section will be applied retroactively to August 20, 2016.~~

Except as modified hereby, and as previously modified by Amendment 1, all other terms and conditions of employment agreement dated October 28th, 2016, remain in full force and effect. The effective date of this Amendment is February 20, 2018.

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

Dated this ___ day of March 2018.

Dated this ___ day of March 2018.

Mayor Matt Pina

Michael Matthias
City Manager

Approved as to Form:

Timothy A. George
City Attorney

Employment Agreement
Between the City of Des Moines and Michael Matthias

This Employment Agreement (“Agreement”) is made and entered into by and between the City of Des Moines, Washington, a municipal corporation, hereinafter called “Employer” or “City Council,” and Michael Matthias, hereinafter called “Employee” or “City Manager.”

Section 1. Employment, Powers and Duties, and Term.

(A) The City Council hereby employs Michael Matthias as City Manager of the City of Des Moines, to perform on a full-time basis the functions and duties set forth in the Des Moines Municipal Code (DMMC), RCW 35A.13.080, and such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign. The City Council acknowledges the business principles and legal provisions under the Council-Manager form of government, and agrees to direct its concerns and requests for action to the City Manager. The City Manager recognizes that the City Council is the policy making body and agrees to respond promptly and equally to all members of the City Council regarding their concerns.

(B) The City Manager shall focus his professional time, ability, and attention to the City’s business during the term of this Agreement. The City Manager shall not spend time in teaching, consultation, or other non-Employer connected business activities that are competitive or in conflict with his duties as City Manager. In those cases where outside activities, for example, teaching, consulting or other business opportunities are not in conflict with his duties and are not competitive to the interests of the City, the City Manager will request the express prior written consent of the City Council. The City Council has the sole authority to approve or deny a request under this Section.

(C) Before entering upon the duties of his office, the City Manager shall take an oath for the faithful performance of his duties and shall execute and file with the City Clerk a bond in favor of the City in the amount required by law. The premium on such bond shall be paid by the City.

(D) The terms of this Agreement and appointment shall become effective upon date of signature and retroactive to August 20, 2016 and shall be for an indefinite term subject to RCW 35A.13.130 and Section 7 of this Agreement. The City Manager is an “at-will” employee serving at the pleasure of the Employer, acting through the City Council, and subject to summary dismissal without any right of notice or hearing. Except as provided in Section 7 below, the City may terminate the employment of the City Manager at any time, with or without cause, upon compliance with RCW 35A.13.130 and the provisions set forth in Section 7 of this Agreement.

(E) If City Manager determines to terminate this Agreement, he shall be required to give a minimum of sixty days’ advance written notice to the City Council

City Manager Employment Agreement
Page 2

prior to the effective date of his termination, unless a shorter period is acceptable to the City Council, and the City Manager shall not be eligible for severance compensation in the event of his voluntary resignation.

Section 2. Compensation.

(A) Employee shall receive an initial annual base salary at Step C of Range M-43 on the City's pay plan; the annual salary of Step C on range M-43 is \$153,900, which is the 2016 rate, retroactive to August 20, 2016. It is agreed Employee will be eligible to progress to an increased Step or Range immediately following his performance evaluation in April of 2017 and subject to the approval of the City Council and contingent upon satisfactory performance as determined by the City Council. If Employee receives an increase based on the April 2017 evaluation, that increase will be retroactive to February 20, 2017. Any subsequent step increases will be contingent upon demonstrated sustained exemplary performance, as determined by the City Council.

(B) City Manager shall receive general pay increases as otherwise provided to non-represented City employees, generally effective January 1st of each year subject to budget constraints. Likewise, the City Manager shall accept equivalent wage and benefit concessions, such as furloughs, as any that are implemented for non-represented employees. Cost of living adjustments and any such concessions will be administratively applied without the necessity of modifying this agreement.

Section 3. Employment Benefits.

(A) Except as otherwise provided in this Agreement, the City Manager is granted employment benefits in accordance with the Personnel Manual of the City, as presently constituted or as may be subsequently amended.

(B) The City shall provide medical, dental, and vision coverage with the same premium share percentage paid by Employee as non-represented employees. Employee agrees to elect a City-sponsored high deductible medical plan combined with a Health Reimbursement Arrangement as provided to non-represented employees. The City will provide the same fringe benefits provided to non-represented employees, such as basic term life insurance, long term disability insurance, and survivor life benefit insurance coverage provided to non-represented employees.

(C) Employee shall accrue vacation leave at the rate of sixteen (16) hours per month. Employee shall also be provided with a bank of eighty (80) hours of vacation and eighty (80) hours sick leave subtracted by the total number of hours currently in each vacation and sick leave bank respectively. The intent of this section is for Employee to have a total of eighty (80) hours of vacation leave and eighty (80) hours of sick leave in his bank as of August 20, 2016.

City Manager Employment Agreement
Page 3

(D) Employee may cash in up to eighty (80) hours of vacation each November to be paid on the first payday in December.

(E) The parties recognize that the City Manager must devote a great deal of time outside normal office hours on business for the City. The parties recognize that City Manager is exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standards Act, and is therefore not entitled to formal accumulation of compensation time for hours worked in excess of the normal work day or work week. However, based on the recognition that the City Manager is required to attend meetings and perform duties outside normal working hours, an additional sixteen hours of vacation time shall be added to his vacation balance on a quarterly basis, rather than the eight hours per quarter that exempt employees generally receive.

(F) In lieu of participation in the Social Security System, Employee and Employer will make contributions to Social Security replacement retirement accounts, as provided to eligible non-represented employees pursuant to Sections 401(a) and 457 of the Internal Revenue Code.

(G) Employee is covered by the State of Washington PERS 2 retirement system. Employer shall contribute the Employer's share and Employee shall contribute the Employee's share of contributions to PERS 2 as established in state law. The parties acknowledge that the amount of the Employer contribution is subject to adjustment by the state legislature in the future and agree that said contribution shall be adjusted (either increased or decreased) accordingly.

(H) Recognizing the travel and telecommunications costs Employee will be incurring using his own vehicle and cellular phone in the performance of his duties, he will be paid a transportation and telecommunications allowance totaling \$500 per month, to be paid in two \$250 increments on his bi-monthly paycheck, subject to lawfully required withholdings. This section will be applied retroactively to August 20, 2016.

(I) The City Council fully supports Employee's professional development and Employer shall pay the fee for Employee's membership in the International City/county Management Association and the Washington City/County Management Association, and reasonable registration and expenses for other ongoing professional training, classes, licensing requirements or professional development conferences as provided in the City budget and consistent with City Policy.

Section 4. Residence.

Employee agrees to establish residence within the corporate boundaries of the City within six months of employment.

Section 5. Performance Evaluation.

City Manager Employment Agreement
Page 4

(A) The City Council shall review and evaluate the performance of the Employee quarterly for the first year of employment. After the first year, performance evaluations will occur at least twice annually, in April and October of each year, unless otherwise mutually agreed by the City Council and the Employee. Said review and evaluation shall be in accordance with job performance criteria developed by the City Council, and in accordance with Des Moines Municipal Code 2.04.050.

(B) The City Council shall define goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the Council's policy objectives, and shall further establish a relative priority among those various objectives.

Section 6. Indemnification.

As a condition of Employee's employment, Employer agrees that it shall defend, hold harmless and indemnify Employee against any tort, professional or personal liability claim, demand, or legal action of any kind or nature, whether groundless or otherwise, arising directly or indirectly out of an alleged act or omission occurring in the performance of Employee's duties. This indemnification and hold harmless shall continue after Employee's cessation of employment but only insofar as it relates back to claims, demands, suits, judgements and professional, personal and community liability arising either directly or indirectly out of his employment. The terms of this provision assume and are conditioned upon the Employee acting in a lawful manner and within the scope of his authority as City Manager and fully cooperating in the defense of any such claims and suits.

Section 7. Termination and Severance.

(A) In the event the Employee is terminated or requested by the Employer to resign for the convenience of the City of Des Moines, the Employer shall provide severance compensation in the amount of six (6) months of salary, cash equivalent of vested benefits and deferred compensation, based upon the salary and benefits in effect at the time of notice of termination or resignation, and the Employer shall extend and pay the Employer's share toward health coverage benefits for six (6) months. Employer shall additionally compensate Employee for all earned vacation and personnel leave balances in effect on the date of termination or resignation, with no further vacation or sick leave accrual. Said severance compensation shall be paid in monthly installments. The Employer shall be authorized to perform any deductions required by law. Any termination action taken by the Employer shall be subject to the notice period required by RCW 35A.13.130 and RCW 35A.13.140, or successor statutes. The Employer, in its sole discretion, may substitute advance notice of termination in addition to that required by statute for any or all of the six months' severance compensations listed above. Additionally, the Employer and Employee may, by mutual consent, arrange for a time-certain effective date of such termination, subject to the aforementioned notice period required by state law.

City Manager Employment Agreement
Page 5

(B) The parties expressly agree that the Severance in Section 7(A) is intended to assure that the City Manager receives pay and benefits at the same level as of the date of his termination for a period of six months following such date. Accordingly, if the City Manager becomes self-employed or obtains employment with an employer other than the City of Des Moines at any point within six months of his termination, the City Manager agrees to promptly report the situation to the City and understands that his severance pay shall be reduced in an amount equal to any income earned and benefits provided to City Manager through such employment opportunities.

(C) Failure of the Employer to correct a material breach of this Agreement after notice and a reasonable opportunity to comply will be considered a constructive discharge without cause and Employee will be entitled to severance compensation specified in this section.

(D) In the event the City Manager is terminated for "cause," then Employer's only obligation to the City Manager is to pay all compensation and benefits accrued but unpaid at the date of termination. For the purposes of this Agreement "cause" for termination shall include, but not be limited to, the commission of any one of the offenses calling for immediate discharge under Section 8(A)(1) of the Personnel Manual as presently constituted or as may be subsequently amended (including any change in section numbering).

Section 8. General Provisions.

(A) In addition to the rights and benefits detailed herein, the City Manager shall receive all benefits accruing to the department directors of the City of Des Moines, except where they are in conflict with the specific provisions of this Agreement.

(B) The text herein shall constitute the entire agreement between the parties.

(C) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the parties.

(D) This Agreement shall become effective upon execution by Employee and adoption and approval by the City Council of the City of Des Moines.

(E) Any amendment, alteration, extension, or modification of this Agreement shall be in writing, signed by the parties hereto, approved in the affirmative vote of the City Council with the written consent of City Manager.

(F) If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

City Manager Employment Agreement
Page 6

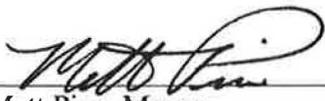
IN WITNESS WHEREOF, and to signify agreement to the terms and conditions of this Agreement, the parties have affixed their signatures on the dates indicated.

Dated this 28th day of October, 2016.

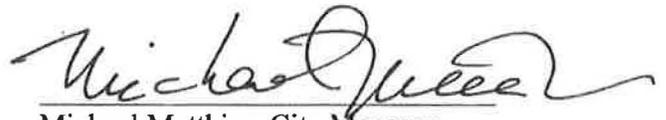
Dated this 28th day of October, 2016.

CITY OF DES MOINES

EMPLOYEE

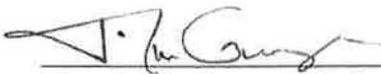


Matt Pina, Mayor
(At the direction of the City Council of the City of Des Moines taken at an open public meeting on October 27, 2016.)



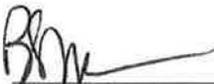
Michael Matthias, City Manager

Approved as to form:



Timothy A. George, Interim City Attorney

Attest:



Bonnie Wilkins, City Clerk

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:
The Pinnacles Modified Subdivision -
Final Plat

ATTACHMENTS:

1. Draft Resolution No. 18-011
2. Site Plan
3. Resolution 1305 (Preliminary Plat)
4. Final Plat Document

FOR AGENDA OF: March 8, 2018

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: February 15, 2018

CLEARANCES:

- Community Development *Sme*
- Marina _____
- Parks, Recreation & Senior Services _____
- Public Works *RBC*

CHIEF OPERATIONS OFFICER: *DSB*

- Legal *AB*
- Finance _____
- Courts _____
- Police _____

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

Purpose and Recommendation

The purpose of this agenda item is to facilitate the City Council consideration of Draft Resolution 18-011 (Attachment 1) approving the final plat for the modified subdivision entitled “The Pinnacles.” Staff recommends that the Council approve the proposed final plat by passing the following motion which will appear on the consent calendar:

Suggested Motions:

<p>Motion 1: “I move to adopt Draft Resolution No. 18-011 approving the final plat entitled “The Pinnacles”, City File No. LUA2015-0030.”</p>
--

Background

In August 2015, the Applicant (JK Monarch) submitted the requisite application materials for a preliminary plat utilizing the provisions of a modified subdivision codified in chapter 17.15 Des Moines Municipal Code (DMMC). The application specifically requested to divide 5.52 acres of undeveloped land into 22 lots for single-family residential use. The site consists of five tax parcels abutting 14th Avenue South and South 232nd Street (Attachment 2). The City Council passed Resolution 1305 (Attachment 3) approving the preliminary modified subdivision on August 20, 2015.

Construction of the required infrastructure is now substantially complete, and the site is served by roads, drainage, utility systems and other improvements required for the future residential use of the site. One building permit application for a model home has been issued.

Discussion

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

JK Monarch filed their Final Plat application on September 29, 2017. They requested an extension of the 30 day review timeline in DMMC 17.10.250 for final plats in order to complete the construction of improvements. Staff concluded that the final plat (Attachment 4) sufficiently demonstrated that the subdivision meets the approval criteria established by DMMC 17.10.240. A topic-by-topic evaluation of the final plat's compliance with the criteria is provided below:

(1) PRELIMINARY PLAT CONSISTENCY

DMMC 17.10.240 (1)(a) requires that the final plat be consistent with the approved preliminary subdivision. Based on a review of the preliminary plat design and multiple site visits, staff has concluded that the final plat is consistent with the preliminary plat design approved by the City Council. Additionally, the applicant has complied with the conditions of approval established by Resolution 1305 dated August 20, 2018 (Attachment 3) except for the following items:

- a. The Applicant has submitted a Declaration of Covenants, Conditions and Restrictions for review. The document will be recorded concurrently with final plat.
- b. A park in lieu fee will be paid prior to the recording of the final plat pursuant to DMMC 17.35.180.

(2) SUBDIVISION DESIGN AND LAYOUT

DMMC 17.10.240(1)(b) requires the final plat to be consistent with the design and layout requirements of chapter 17.35 DMMC and the provisions established by chapter 58.17 RCW. Resolution 1305 found that the proposed preliminary modified subdivision was consistent

with chapter 17.35 DMMC and chapter 58.17 RCW. Therefore, the final plat is consistent with this requirement since it is consistent with the approved preliminary plat.

(3) PUBLIC INFRASTRUCTURE

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

(4) PERFORMANCE AND MAINTENANCE BONDING

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

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

Alternatives

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

1. The City Council may approve the final plat with additional conditions; however, any changes must be supported by additions to the findings of fact. The changes, if any must be supported by the public record.
2. The City Council may deny the final plat; however, new findings of fact would have to be prepared to support this decision. The reason for denying the final plat approval would have to be supported by the public record.

Financial Impact

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

Recommendation/Conclusion

Staff has reviewed the proposed final plat (Attachment 4) and determined that the subdivision is consistent with the cited local and state statutes. Therefore, staff recommends approval of the Final Plat entitled "The Pinnacles."

Concurrence

The Public Works and Legal Departments concur. South King Fire and Rescue has also reviewed the materials and recommends approval of the final plat entitled "The Pinnacles."

COMMUNITY DEVELOPMENT FIRST DRAFT, 03/08/2018

DRAFT RESOLUTION NO. 18-011

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON approving the Final Plat entitled "The Pinnacles" as shown and described in City Administration file number LUA2015-0030.

WHEREAS, the City has received an application for the Final Plat for the modified subdivision entitled "The Pinnacles," from Pinnacles at Des Moines LLC, the owner of the real property described in said application; and

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

WHEREAS, the City Council, at a regular meeting on August 20, 2015, reviewed the preliminary modified subdivision entitled "The Pinnacles"; and

WHEREAS, the City Council passed Resolution Number 1305 at its regular meeting on August 20, 2015 approving the preliminary modified subdivision entitled "The Pinnacles"; and

WHEREAS, the applicant has complied with or posted securities to ensure compliance with all conditions established by Resolution 1305; and

WHEREAS, the City Council, in regular meeting on March 8, 2018, reviewed the proposed Final Plat entitled "The Pinnacles"; now, therefore

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

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

(1) The Final Plat is consistent with the preliminary subdivision approved by the City Council on August 20, 2015, under Resolution No. 1305, and

Resolution No. 18-011
Page 2 of 3

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

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

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

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

(1) Per DMMC 18.235.050, multiple building permit applications by the same applicant or one standing in privity to the applicant for the construction of a series of single-family dwellings in the same subdivision or short subdivision are considered regulated improvements requiring design review. A Design Review application shall be reviewed and approved prior to issuance of the second residential building permit for the subdivision.

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

(3) The park in lieu fee will be paid prior to the recording of the final plat pursuant DMMC 17.35.180.

Sec. 4. Compliance with other law. Nothing in this Resolution shall be construed as excusing the applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this subdivision other than as expressly set forth herein.

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

Resolution No. 18-011
Page 3 of 3

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

- (1) City of Des Moines Community Development Department;
- (2) South King Fire and Rescue; and
- (3) City Clerk of the City of Des Moines.

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

Matt Pina, Mayor

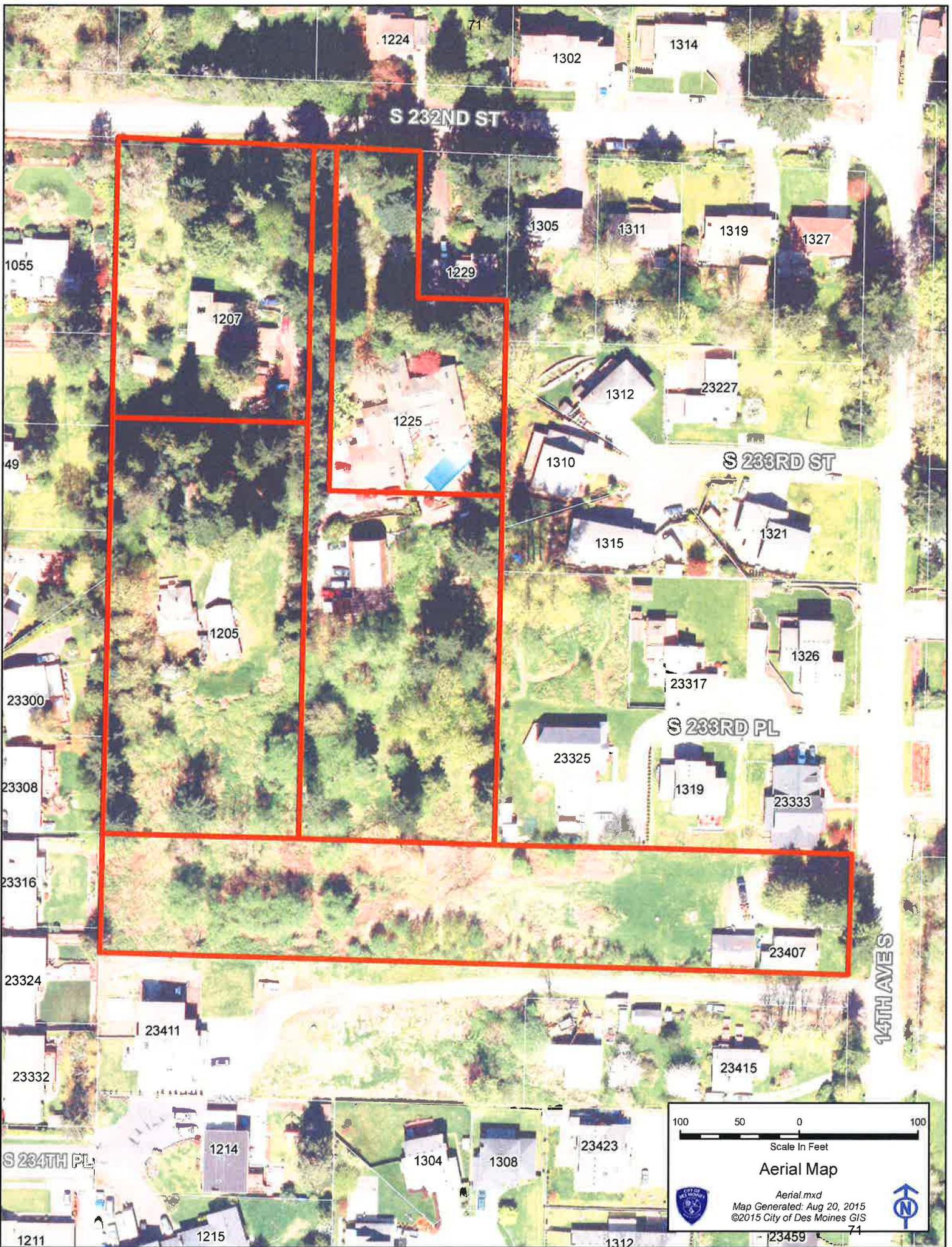
APPROVED AS TO FORM:

Tim George, City Attorney

ATTEST:

Bonnie Wilkins, City Clerk

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100 50 0 100
 Scale In Feet
Aerial Map
 Aerial.mxd
 Map Generated: Aug 20, 2015
 ©2015 City of Des Moines GIS

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RESOLUTION NO. 1305

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, approving the preliminary modified subdivision entitled *The Pinnacles at Des Moines*, (hereinafter, the "subdivision") subject to conditions specified herein, located at South 232nd Street and 14th Avenue South, Des Moines, WA 98198 (PIN 1722049072, 1722049073, 17220499086, 1722049107, 1722049084, and 1722049085).

WHEREAS, JK Monarch submitted (hereinafter, the "applicant") an application for a preliminary modified subdivision on June 10, 2015, and

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

WHEREAS, the applicant proposes to subdivide 5.52 acres into 22 single-family lots utilizing a modified subdivision pursuant to chapter 17.15 DMMC, and

WHEREAS, DMMC 17.15.030 states that the purpose of the modified subdivision process is to provide an alternative process for approval of plats where minor modifications are justified, and

WHEREAS, DMMC 17.15.050 establishes a mechanism whereby an applicant may propose and the City may consider and approve an innovative or unusual subdivision or short subdivision that does not comply with one or more requirements specified in chapter 17.35 DMMC, and

WHEREAS, the applicant has requested three modifications: (1) extending the maximum length of a cul-de-sac, (2) exceeding the width to depth lot ratio, and (3) eliminating the requirement for a corner lot to be five feet wider than the minimum lot width required by the underlying zone, and

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

WHEREAS, the SEPA official issued a Determination of Non-Significance for the subdivision on July 7, 2015 beginning a 15-day public comment period, and

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

Resolution No. 1305
Page 2 of 3

WHEREAS, pursuant to DMMC 18.20.080, a modified subdivision is a Type IV land use decision that requires a public hearing to receive public comment regarding this proposal, and

WHEREAS, a notice of public hearing was issued on August 4, 2015 beginning a 15-day public comment period, now therefore,

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

Sec. 1. Decision criteria. The criteria used in making the decision are those required by DMMC 17.15.070. The City Council finds that the subdivision is in compliance with the required criteria, as set forth in the Staff Report (Exhibit 1).

Sec 2. Approved modifications. Consistent with the provisions of DMMC 17.15.060 the following modifications are approved:

(1) To extend the cul-de-sac from the maximum length of 500 feet to 630 feet.

(2) To exceed the 2:1 width to depth lot ratio for fourteen (14) of the lots: 3-8, 21-22, and 14-19.

(3) To reduce the width for one (1) corner lot from 65 feet to 64.5 feet. Lot 1 has a width of 64.5 feet.

Sec 3. Approved unique design features. Consistent with the provisions of DMMC 17.15.060 the following unique design features are approved:

(1) As an off-setting measure for the proposed cul-de-sac deviations, the applicant has included a passive park to be located over the storm vault, or "Tract A." The park is 18,003 square feet, will be open to the public, and will be maintained by the Homeowners Association.

(2) As an off-setting measure for the proposed lot width to depth ratio deviation, the applicant includes a five foot Type III landscaping strip for lots 2-8 and 14-22 abutting existing residential development. A landscaping buffer is currently not required. Requiring

Resolution No. 1305
Page 3 of 3

the landscaping buffer on lots 1 and 9-13 would greatly hinder the viability of those lots as a landscaping strip alters the available square footage required to meet zoning standards.

ADOPTED BY the City Council of the City of Des Moines, Washington this 20th day of August, 2015 and signed in authentication thereof this 20th day of August, 2015.


MAYOR

APPROVED AS TO FORM:



City Attorney

ATTEST:



City Clerk

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ATTACHMENT 2 – Staff Report**BUSINESS OF THE CITY COUNCIL
CITY OF DES MOINES, WA****SUBJECT:**

Application for approval of a modified preliminary subdivision.

EXHIBITS:

Exhibit 1: Vicinity Map

Exhibit 2: Aerial Photo

Exhibit 3: Site/Civil Plans

Exhibit 4: Project Narrative

Exhibit 5: Project Justification

Exhibit 6: Land Use Map

Exhibit 7: Zoning Map

Exhibit 8: July 7, 2015 Notice of Application and Determination of Nonsignificance

Exhibit 9: Public Comments Received

Exhibit 10: Staff Public Comment Response Letters

Exhibit 11: August 4, 2015 Notice of Public Hearing

STAFF REPORT FOR THE PINNACLES AT DES MOINES MODIFIED SUBDIVISION; LUA2015-0030
August 13, 2015

APPLICANT:	JK Monarch
REQUEST:	The applicant submitted an application for a modified subdivision of 5.52 acres into 22 single family residential lots. The application for a modified subdivision must state why the proposed deviations from City standards are necessary and what unique design features, not ordinarily provided in traditional subdivisions, will be incorporated into the proposal to offset the need for such deviations. The project is requesting three deviations: extension of the maximum length of a cul-de-sac, exceeding the width to depth lot ratio, and not requiring a corner lot to be five feet wider than the minimum lot width required by the underlying zone.
SITE DESCRIPTION:	<p>The proposed subdivision is an irregularly "L" shaped property with the shorter narrower leg facing east-west fronting on 14th Avenue South and the wider longer leg facing north-south fronting South 232nd Street. The proposal consists of five (5) parcels totaling 5.52 acres. A vicinity map and aerial photo are attached as Exhibits 2 and 3.</p> <p>The property generally slopes from south to north. The majority of the slope across the site is less than 15%; however, portions of the site directly adjacent South 232nd Street contain slopes primarily between 15 – 25%. A minor portion of the slope adjacent to South 232nd Street contains slopes between 25 – 40%. The properties are lightly forested with a heavy underbrush layer. The five existing homes and associated outbuildings will be demolished as part of the redevelopment.</p>
BACKGROUND:	<p>The applicant submitted a Master Development Application on June 10, 2015. The following documents were submitted as part of the application:</p> <ul style="list-style-type: none"> • Master Development Application • Vicinity Map and Lot Map • Site/Civil Plans (Exhibit 4) • Project Narrative (Exhibit 5) • Project Justification (Exhibit 6) • Traffic Assessment • Preliminary Technical Information Report • SEPA Checklist • Certificate of Water Availability/Certificate of Sewer Availability • Title Report
EXISTING LAND USE:	<p><i>Site:</i> SF- Single Family Residential <i>North:</i> SF - Single Family Residential <i>South:</i> SF - Single Family Residential <i>East:</i> SF - Single Family Residential <i>West:</i> SF - Single Family Residential</p>

	A land use map is attached as Exhibit 7.
ZONING:	<p><i>Site:</i> RS-7200 – Residential: Single Family <i>North:</i> RS-7200 – Residential: Single Family <i>South:</i> RS-7200 – Residential: Single Family <i>East:</i> RS-7200 – Residential: Single Family <i>West:</i> RS-7200 – Residential: Single Family</p> <p>A zoning map is attached as Exhibit 8.</p>
SEPA PUBLIC NOTICE:	<p>The State Environmental Policy Act (SEPA), found in Chapter 43.21C RCW (Revised Code of Washington), is a state law that requires the City to conduct an environmental impact review of any action that might have a significant, adverse impact on the environment. On July 7, 2015 a Notice of Application and Determination of Nonsignificance (DNS) was issued (Exhibit 9) beginning a 15-day public comment period.</p> <p>During the required 15 day public comment period the City received four (4) written comments (Exhibit 10). Staff reviewed the comments and determined that all the issues raised during the comment period had been addressed and no outstanding issues remain.</p> <p>Staff categorized the comments expressed and provided a response in writing. Those response letters are attached as Exhibit 11.</p>
PUBLIC HEARING NOTICE:	Pursuant to DMMC 18.20.190, a Notice of Public Hearing was issued on August 4, 2015 (Exhibit 12).
DECISION CRITERIA:	<p>Modified subdivisions are Type IV land use action as defined by DMMC 18.20.020. Per DMMC 17.15.060, requests for modified subdivisions shall be processed and decided upon as specified in Chapter <u>17.10</u> DMMC (Subdivisions); except that the following additional requirements shall apply:</p> <ol style="list-style-type: none"> 1. Public notice shall be expanded to include a description of which aspects of the proposed modified subdivision are requested to deviate from City standards; and 2. The applicant shall submit as part of the required application materials a written narrative entitled “Modified Subdivision Design Justification” which states why proposed deviations from City standards are necessary and what unique design features, not ordinarily provided in traditional subdivisions, are incorporated into the proposal to offset the need for such standards.” <p>Per DMMC 17.15.070, The City may approve a proposed modified subdivision or short subdivision under this chapter only if it finds that all of the following criteria are met:</p> <ol style="list-style-type: none"> 1. It is consistent with the intent of the Comprehensive Plan, Zoning Code, and Shoreline Master Program; and

2. All lots within a subdivision meet the lot area and lot width requirements for the zone classification assigned to the property proposed to be subdivided; and
3. Except for those requirements specifically requested by the applicant to be modified, it is consistent with the applicable provisions of chapter 17.35 DMMC; and
4. There are adequate provisions for open spaces, drainage ways, rights-of-way, sidewalks, and other planning features that assure safe walking conditions for pedestrians, including students who walk to and from school, easements, water supplies, sanitary waste, fire protection, power service, parks, playgrounds, and schools; and
5. It serves the public use and interest and is consistent with the public health, safety, and welfare. The City Council shall be guided by the policy and standards and may exercise the powers and authority set forth in chapter 58.17 RCW (Plats, Subdivisions, Dedications), as presently constituted or as may be subsequently amended; and
6. The proposed modified subdivision provides for coordinated development with adjoining properties or future development of adjoining properties including but not limited to provisions for improved or shared access where appropriate; and
7. The applicant has demonstrated that the proposal includes design features or improvements which are beneficial to the public, typically not found in traditional subdivision proposals, and equivalent in scale or value to the improvements or requirements from which the proposal deviates; and
8. In subdivisions containing tracts for wetlands, streams, or required buffers, as required by DMMC 17.35.190, the minimum lot size established by Title 18 DMMC for the zone classification assigned to the property proposed to be subdivided may be reduced, provided:
 - a. The number of lots within the subdivision shall be no more than allowed by Title 18 DMMC under the provisions for limited density transfer for environmentally critical areas; and
 - b. Adequate recreation area shall be provided on each lot or by establishing a separate recreation tract in addition to that required by DMMC 17.35.180. [Ord. 1585 § 70, 2013.]

ANALYSIS:

Following each approval criterion is a City staff response evaluating the merits of the proposal.

1. It is consistent with the intent of the Comprehensive Plan, Zoning Code, and Shoreline Master Program.

City Response: The proposal is consistent with the land use designation in the Comprehensive Plan and the requirements in Chapter 18.55 DMMC,

Single Family Residential Zone. The Shoreline Master Program does not apply.

2. All lots within a subdivision meet the lot area and lot width requirements for the zone classification assigned to the property proposed to be subdivided.

City Response: Per DMMC 18.55.050(2), in a multiple-lot subdivision containing four or more lots, the minimum lot area shall be deemed to have been met if the average lot area is not less than the minimum lot area requirement of the zone in which the property is located. In computing the average square foot area of lots in a subdivision, not more than 25 percent of the number of lots may contain an area less than the prescribed minimum for the zone, but in no case shall a lot contain less area than 6,400 square feet (SF).

Per DMMC 18.55.050(1)(d), the minimum required area of a lot in an area designated as RS-7200 shall be 7,200 SF. The average lot area is 7,646 SF.

For 22 proposed lots, five (5) lots are permitted between 7,200 SF and 6,400 SF. Lots 11, 12, 13, and 20 meet this criterion.

Per DMMC 18.55.070(4), the minimum width of a lot in an area designated as RS-7,200 shall be 60 feet. Lots 2-22 meet this criterion. Per DMMC 17.35.050(5), all corner lots shall be five feet wider than the minimum lot width required by the underlying zone. Lot 1 is 64.5 feet, 6" shorter than the required 65 feet. The applicant has requested a modification from this requirement.

3. Except for those requirements specifically requested by the applicant to be modified, it is consistent with the applicable provisions of chapter 17.35 DMMC (Layout and Design of Subdivisions and Similar Requirements).

City Response: The application meets all of the layout and design requirements in chapter 17.35 DMMC, besides the three requested modifications:

- a. Extending the maximum length of a cul-de-sac (DMMC 17.35.060(2));
- b. Exceeding the width to depth lot ratio (DMMC 17.35.050(2)); and
- c. Eliminating the requirement for the corner lot to be five feet wider than the minimum lot width required by the underlying zone (DMMC 17.35.050(5)).

4. There are adequate provisions for open spaces, drainage ways, rights-of-way, sidewalks, and other planning features that assure safe walking conditions for pedestrians, including students who walk to and from school, easements, water supplies, sanitary waste, fire protection, power service, parks, playgrounds, and schools.

City Response: The application has been reviewed by appropriate staff, including Transportation, Surface Water, Building, Parks, and South King Fire and Rescue.

- Per DMMC 17.35.080, all rights-of-way within and abutting the subdivision shall be improved in accordance with the standards set forth in chapter 12.15 DMMC. In addition, a storm vault will be located in "Tract A," along with a rain garden directly adjacent to the north. Page 4 of the civil plans shows the preliminary grading and utility plans (Exhibit 4).
 - Per DMMC 17.35.180, proposed residential subdivisions shall either provide a minimum of 778 square feet of park area per lot or make an in-lieu fee payment in order to comply with the level of service standard of 6.5 acres of park land per 1,000 population established in the City of Des Moines 2010 Parks, Recreation and Senior Services Master Plan, Section 2.3.
 - If the land proposed to be developed as a mini-park does not meet the criteria established in DMMC 17.35.180(2) or is not approved by the Parks Department, then the applicant shall make an in-lieu cash payment to the City. The applicant will be required to pay the park in-lieu fee at the time of final plat in order to meet the park requirement pursuant to DMMC 17.35.180. The applicant has agreed to pay the park-in-lieu fee.
5. It serves the public use and interest and is consistent with the public health, safety, and welfare. The City Council shall be guided by the policy and standards and may exercise the powers and authority set forth in chapter 58.17 RCW (Plats, Subdivisions, Dedications), as presently constituted or as may be subsequently amended.

City Response: The proposal is consistent with chapter 58.17 RCW.

6. The proposed modified subdivision provides for coordinated development with adjoining properties or future development of adjoining properties including but not limited to provisions for improved or shared access where appropriate.

City Response: Although an agreement was made to provide joint access with the property owner to the south via the previous development proposal; *The Pinnacles at Des Moines* is a new application and, as such, joint access is not a requirement for approval. A good faith effort was made by the applicant to reach an agreement for joint access. Due to the unique configuration of the parcels joint access would have been preferable in order to provide a secondary access point. However, such an agreement should not be a requirement of approval.

7. The applicant has demonstrated that the proposal includes design features or improvements which are beneficial to the public, typically not found in traditional subdivision proposals, and equivalent in scale or value to the improvements or requirements from which the proposal deviates.

City Response: The applicant has proposed the following offsetting measures:

- As an off-setting measure for the proposed cul-de-sac deviation, the

applicant has included a passive park to be located over the stormwater vault, or "Tract A." The park is 18,003 square feet, will be open to the public, and will be maintained by the Homeowners Association.

- As an off-setting measure for the proposed lot width to depth ratio deviation, the applicant includes a five foot Type III landscaping strip for lots 2-8 and 14-22 abutting existing residential development. A landscaping buffer is currently not required. Requiring the landscaping buffer on lots 1 and 9-13 would greatly hinder the viability of those lots as a landscaping strip alters the available square footage required to meet zoning standards.
8. In subdivisions containing tracts for wetlands, streams, or required buffers, as required by DMMC 17.35.190, the minimum lot size established by Title 18 DMMC for the zone classification assigned to the property proposed to be subdivided may be reduced.

City Response: Not applicable. Proposal not located in critical area.

**RECOMMENDED
ACTION:**

City staff recommends that the City Council approve the modified preliminary subdivision.

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PINNACLES AT DES MOINES MODIFIED SUBDIVISION

LUA2015-0030

IN THE NE QUARTER OF THE SE QUARTER OF
SECTION 17, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE W.M.
CITY OF DES MOINES, KING COUNTY, WASHINGTON

LEGAL DESCRIPTION

PARCEL A:
THAT PORTION OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 4
EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING SOUTH OF 232ND STREET (EXCEPT
MCCOY ROAD),
EXCEPT THE NORTH HALF OF THE EAST 145 FEET THEREOF.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON
(PARCEL NO. 172204-9072)

PARCEL B:
THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 4
EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING SOUTH OF FRED MCCOY ROAD, AS
CONVEYED BY DEED TO KING COUNTY RECORDED UNDER RECORDING NO. 2868717;
EXCEPT THE NORTH 235 FEET THEREOF;
TOGETHER WITH AN EASEMENT OVER THE EAST 20 FEET OF THE NORTH 205 FEET AND THE SOUTH 30
FEET OF THE NORTH 235 FEET OF THAT PORTION OF THE WEST QUARTER OF THE NORTHWEST QUARTER
OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE
4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING SOUTH OF FRED MCCOY COUNTY
ROAD.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON
(PARCEL NO. 172204-9073)

PARCEL C:
THE NORTH 100 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 17 TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING
COUNTY, WASHINGTON;
EXCEPT THE EAST 30 FEET THEREOF DEEDED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER AUDITOR'S
FILE NUMBER 3055404.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON
(PARCEL NO. 172204-9085)

PARCEL D:
THE WEST 145 FEET OF THE NORTH 205 FEET OF THAT PORTION OF THE WEST HALF OF THE WEST HALF
OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 17, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON,
LYING SOUTH OF SOUTH 232ND STREET (FRED MCCOY ROAD) AS CONVEYED TO KING COUNTY BY DEED
RECORDED UNDER RECORDING NUMBER 2868717; AND THE EAST 20 FEET OF THE NORTH 205 FEET AND
THE SOUTH 30 FEET OF THE NORTH 235 FEET OF THAT PORTION OF THE WEST QUARTER OF THE NORTHWEST
QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH,
RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING SOUTH OF SOUTH 232ND STREET
(FRED MCCOY ROAD) AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 2868717.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.
(PARCEL NO. 172204-9086)

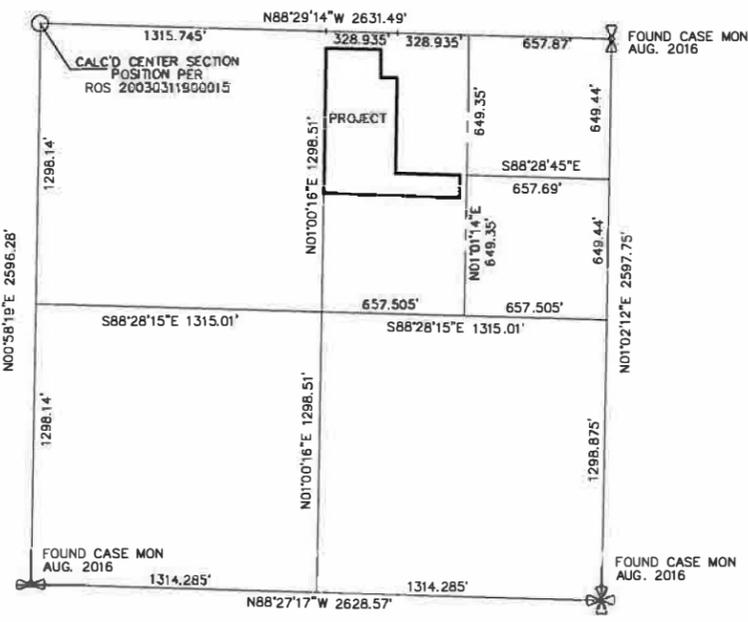
PARCEL E:
LOT 1 OF KING COUNTY SHORT PLAT NO. 677104, RECORDED UNDER RECORDING NO. 7710030653,
RECORDS OF KING COUNTY, WASHINGTON.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON
(PARCEL NO. 172204-9107)

DEDICATION:

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE
LAND PROPOSED TO BE THE SUBDIVIDED HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC
REPRESENTATION, OF THE SUBDIVISION OF SAID LAND AND DO HEREBY DEDICATE TO THE CITY
OF DES MOINES FOR PERMANENT PUBLIC USE, ALL STREETS, AVENUES AND ALLEYS NOT SHOWN
AS PRIVATE HEREON AND DEDICATE THE USE OF THEREOF FOR ALL PUBLIC PURPOSES NOT
INCONSISTENT WITH THE USE THEREOF FOR PUBLIC STREET PURPOSES, AND ALSO THE RIGHT
TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN
THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES AND FURTHER DEDICATE
OR GRANT TO THE CITY OF DES MOINES THE USE OF ALL PUBLIC EASEMENTS AND TRACTS
SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON INCLUDED BUT NOT
LIMITED TO PARKS, OPEN SPACE UTILITIES, ROADS AND DRAINAGE, UNLESS SUCH EASEMENTS
OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO
A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH
STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE
PURPOSE STATED FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED
WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING
TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF DES
MOINES, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT,
CONSTRUCTION OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THE
SUBDIVISION OTHER THAN CLAIMS RESULTING FROM NEGLIGENCE BY THE CITY OF DES MOINES.
FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED AGREE FOR
THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF DES MOINES,
ITS SUCCESSORS AND ASSIGNS HARMLESS FROM ANY DAMAGE, INCLUDING ANY COST OF DEFENSE
CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION, TO HAVE BEEN CAUSED BY
ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE OR THE ESTABLISHMENT
CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION PROVIDED THIS
WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS REALIZING THE CITY OF DES
MOINES, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST
OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF DES
MOINES, ITS SUCCESSORS OR ASSIGNS.

PINNACLES AT DES MOINES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY
ACKNOWLEDGEMENTS:

OFFICER, PINNACLES AT DES MOINES, LLC
STATE OF WASHINGTON)
COUNTY OF KING) SS,
ON THIS ____ DAY OF _____, 2018 BEFORE ME PERSONALLY
APPEARED _____
TO ME KNOW TO BE THE OFFICER OF PINNACLES AT DES MOINES, LLC THAT EXECUTED THE FOREGOING
INSTRUMENT AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND
DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH
STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.
IN WITNESS WHEREOF, SAID CORPORATION HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS
PROPER OFFICER THIS ____ DAY OF _____, 2018
IN WITNESS WHEREOF, I HAVE HEREON TO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND
YEAR FIRST ABOVE WRITTEN.
SIGNATURE: _____
PRINTED: _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
MY COMMISSION EXPIRES: _____



APPROVALS:

FINANCE DIVISION

FINANCE DIVISION CERTIFICATE:
I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL
ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS
CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED
AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL.

THIS ____ DAY OF _____ 2018

MANAGER, FINANCE DIVISION

MANAGER

PLANNING, BUILDING, PUBLIC WORKS

ALL REQUIRED SEWAGE DISPOSAL, WATER SUPPLY AND OTHER PUBLIC IMPROVEMENTS HAVE BEEN
INSTALLED, INSPECTED AND ACCEPTED, OR PERFORMANCE SECURITY HAS BEEN DEPOSITED WITH THE
CITY OF DES MOINES

APPROVED THIS ____ DAY OF _____ 2018

COMMUNITY DEVELOPMENT DIRECTOR

PUBLIC WORKS DIRECTOR

KING COUNTY DEPARTMENT OF ASSESSMENTS

APPROVED THIS ____ DAY OF _____ 2018

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBER _____

EASEMENT PROVISION

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF DES MOINES, PUGET SOUND ENERGY, QUEST
COMMUNICATIONS, COMCAST CABLE AND OTHER NECESSARY UTILITIES, AUTHORIZED TO OPERATE BY
THE CITY OF DES MOINES WITHIN ITS CORPORATE LIMITS AND THEIR RESPECTIVE SUCCESSORS AND
ASSIGNS, ACROSS, OVER, UNDER, AND UPON THE EXTERIOR 10 FEET OF LOTS 1-22 INCLUSIVE,
PARALLELS WITH AND ADJOINING THE RIGHTS OF WAY FOR 232ND STREET SOUTH AND
12TH PLACE SOUTH IN WHICH TO INSTALL, LAY, AND CONSTRUCT, RENEW, OPERATE AND MAINTAIN
UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE
PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY, WITH UTILITIES TOGETHER WITH THE
RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED, NO LINES OR WIRES
FOR THE TRANSMISSION OF ELECTRIC CURRENT OR TELEPHONE USE CABLE TELEVISION FIRE OR POLICE
SIGNALS OR FOR OTHER PURPOSES SHALL BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE
UNDERGROUND OR IN CONDUIT ATTACHED TO BUILDING.

NOTES, CONDITIONS AND RESTRICTIONS

1. LOTS 11, 12 AND 13 SHALL HAVE UNDIVIDED INTEREST IN TRACT B FOR THE PURPOSE OF
INGRESS, EGRESS AND UTILITIES. ALL DEEDS FOR LOTS 11, 12 AND 13 MUST INCLUDE A
CONVEYANCE OF A ONE-THIRD JOINT INTEREST IN TRACT B.
2. TRACT A IS TO BE DEEDED TO THE CITY OF DES MOINES. ALL OWNERS IN THE PLAT, AND THEIR INVITEES,
SHALL BE ENTITLED TO USE THE SURFACE OF TRACT A FOR RECREATIONAL PURPOSES, BUT SUBJECT TO
THE RIGHT OF THE CITY OF DES MOINES FOR ACCESS TO MAINTAIN THE STORM WATER FACILITIES LOCATED
ON TRACT A. THE INDIVIDUAL LOT OWNERS SHALL MAINTAIN ALL LANDSCAPING, FENCING, IRRIGATION AND
SURFACE FEATURES INCLUDING RAIN GARDEN WITHIN TRACT A. MAINTENANCE OF THE STORM WATER VAULT, DRAINAGE STRUCTURES AND PIPES, AND THE
ACCESS ROAD TO THE VAULT WILL BE MAINTAINED BY THE CITY OF DES MOINES.
3. THE PINNACLES AT DES MOINES HOMEOWNERS ASSOCIATION WAS ESTABLISHED ON _____
THE ARTICLES OF INCORPORATION ARE ON FILE WITH THE STATE OF WASHINGTON IN OLYMPIA.
4. THIS PLAT IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED UNDER KING COUNTY
RECORDING NUMBER _____

RECORDER'S CERTIFICATE

FILED OF RECORD AT THE REQUEST OF PINNACLES AT DES MOINES, LLC
THIS ____ DAY OF _____ 2018 AT ____ MIN. PAST ____ M
AND RECORDED IN VOLUME _____ OF PLATS ON PAGE _____, RECORDS
OF KING COUNTY, WASHINGTON.

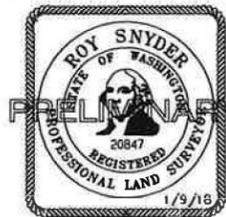
KING COUNTY MANAGER

SUPT. OF RECORDS AND ELECTIONS

SURVEYORS CERTIFICATE

I, ROY SNYDER, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PINNACLES
MODIFIED SUBDIVISION IS BASED ON AN ACTUAL SURVEY AND THAT THE DISTANCES, COURSES, AND
MONUMENTS AND LOT CORNERS WILL BE STAKED ON THE GROUND AS SHOWN ON THE PLAT.

ROY SNYDER LS 20847



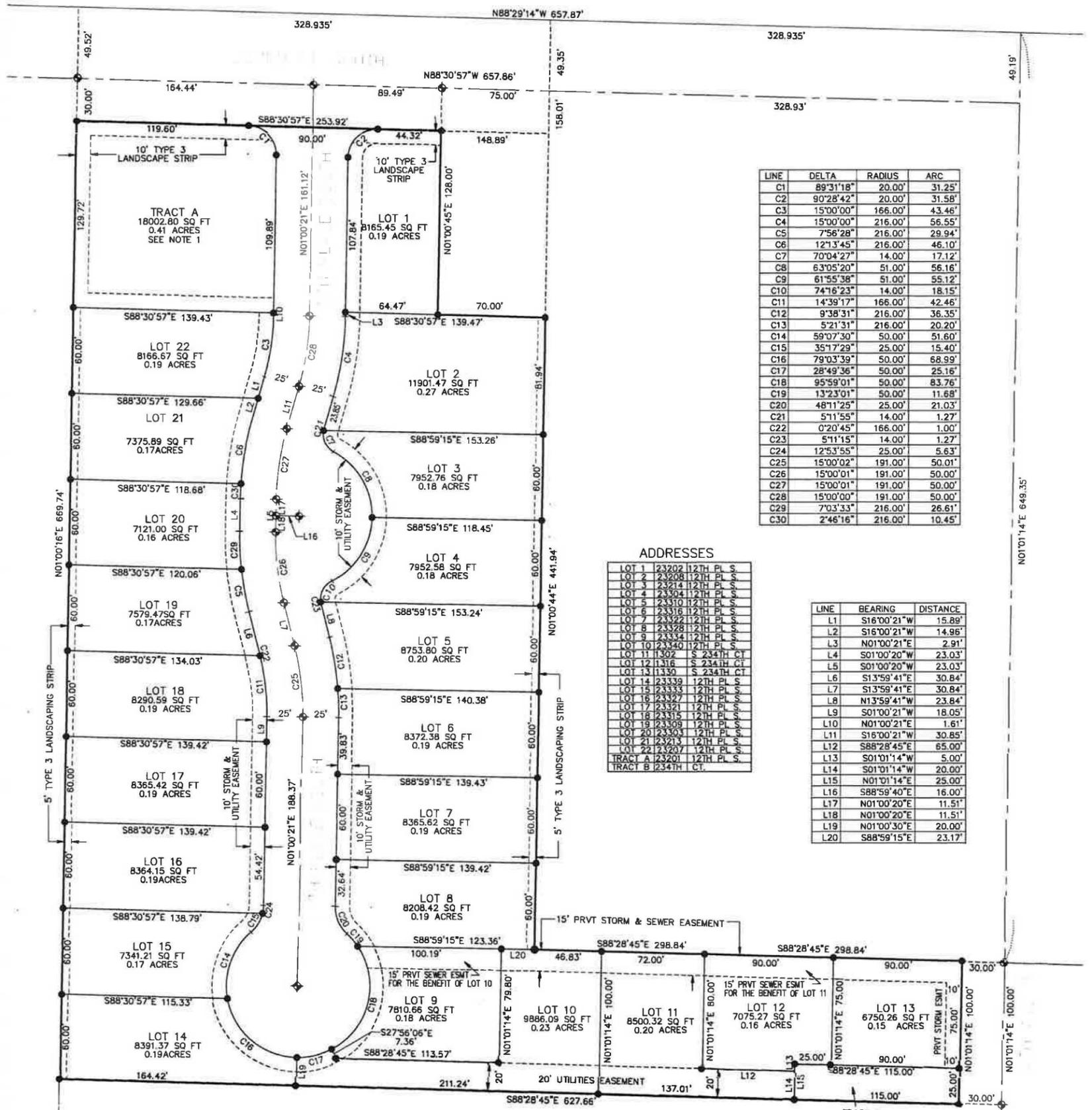
CS

Attachment #4
PRINTED ON: 2/28/2018
C:\Users\Chip\Dropbox\DATA\4217-161 The Pinnacles\Terramodel\PLAT 20180228.prn

PINNACLES AT DES MOINES MODIFIED SUBDIVISION

LUA2015-0030

IN THE NE QUARTER OF THE SE QUARTER OF
SECTION 17, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE W.M.
CITY OF DES MOINES, KING COUNTY, WASHINGTON



LINE	DELTA	RADIUS	ARC
C1	89°31'18"	20.00'	31.25'
C2	90°28'42"	20.00'	31.58'
C3	15°00'00"	166.00'	43.46'
C4	15°00'00"	216.00'	56.55'
C5	7°56'28"	216.00'	29.94'
C6	12°13'45"	216.00'	46.10'
C7	70°04'27"	14.00'	17.12'
C8	63°05'20"	51.00'	56.16'
C9	61°55'38"	51.00'	55.12'
C10	74°16'23"	14.00'	18.15'
C11	14°39'17"	166.00'	42.46'
C12	9°38'31"	216.00'	36.35'
C13	5°21'31"	216.00'	20.20'
C14	59°07'30"	50.00'	51.60'
C15	35°17'29"	25.00'	15.40'
C16	79°03'39"	50.00'	68.99'
C17	28°49'36"	50.00'	25.16'
C18	95°59'01"	50.00'	83.76'
C19	13°23'01"	50.00'	11.68'
C20	48°11'25"	25.00'	21.03'
C21	5°11'55"	14.00'	1.27'
C22	0°20'45"	166.00'	1.00'
C23	5°11'15"	14.00'	1.27'
C24	12°53'55"	25.00'	5.63'
C25	15°00'02"	191.00'	50.01'
C26	15°00'01"	191.00'	50.00'
C27	15°00'01"	191.00'	50.00'
C28	15°00'00"	191.00'	50.00'
C29	7°03'33"	216.00'	26.61'
C30	2°46'16"	216.00'	10.45'

ADDRESSES

LOT	ADDRESS
LOT 1	23202 12TH PL S
LOT 2	23208 12TH PL S
LOT 3	23214 12TH PL S
LOT 4	23304 12TH PL S
LOT 5	23310 12TH PL S
LOT 6	23316 12TH PL S
LOT 7	23322 12TH PL S
LOT 8	23328 12TH PL S
LOT 9	23334 12TH PL S
LOT 10	23340 12TH PL S
LOT 11	1302 S 234TH CT
LOT 12	1316 S 234TH CT
LOT 13	1330 S 234TH CT
LOT 14	23338 12TH PL S
LOT 15	23344 12TH PL S
LOT 16	23350 12TH PL S
LOT 17	23356 12TH PL S
LOT 18	23362 12TH PL S
LOT 19	23368 12TH PL S
LOT 20	23374 12TH PL S
LOT 21	23380 12TH PL S
LOT 22	23207 12TH PL S
TRACT A	23201 12TH PL S
TRACT B	234TH CT

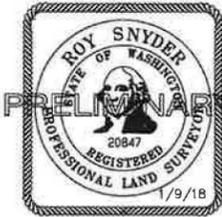
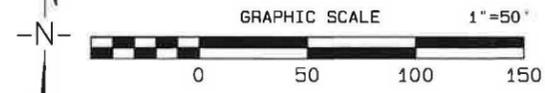
LINE	BEARING	DISTANCE
L1	S16°00'21"W	15.89'
L2	S16°00'21"W	14.96'
L3	N01°00'21"E	2.91'
L4	S01°00'20"W	23.03'
L5	S01°00'20"W	23.03'
L6	S13°59'41"E	30.84'
L7	S13°59'41"E	30.84'
L8	N13°59'41"W	23.84'
L9	S01°00'21"W	18.05'
L10	N01°00'21"E	1.61'
L11	S16°00'21"W	30.85'
L12	S88°28'45"E	65.00'
L13	S01°01'14"W	5.00'
L14	S01°01'14"W	20.00'
L15	N01°01'14"E	25.00'
L16	S88°59'40"E	16.00'
L17	N01°00'20"E	11.51'
L18	N01°00'20"E	11.51'
L19	N01°00'30"E	20.00'
L20	S88°59'15"E	23.17'

SURVEYOR'S NOTES

1. BASIS OF BEARING: ASSUMED N01°02'12" E BETWEEN THE MONUMENT LOCATED AT THE INTERSECTION OF SOUTH 240TH STREET AND 16TH AVENUE SOUTH, AND THE MONUMENT AT THE CORNER OF 16TH AVENUE SOUTH AND SOUTH 232ND STREET.
2. SURVEY CONTROL: THE MONUMENT CONTROL FOR THIS SURVEY WAS BASED UPON USING AN EPOCH 50 REAL TIME KINEMATIC RTK (GPS) AND A FOCUS 30-5" ROBOTIC. LINEAR AND ANGULAR CLOSURES MEET THE STANDARDS OF WAC 332-130-090.
3. REFERENCE SURVEY: ROS 20030311900015

LEGEND

- ◆ TYPICAL CITY OF DES MOINES MONUMENT SET
- ALL LOT CORNERS WERE SET WITH A 1/2" REBAR



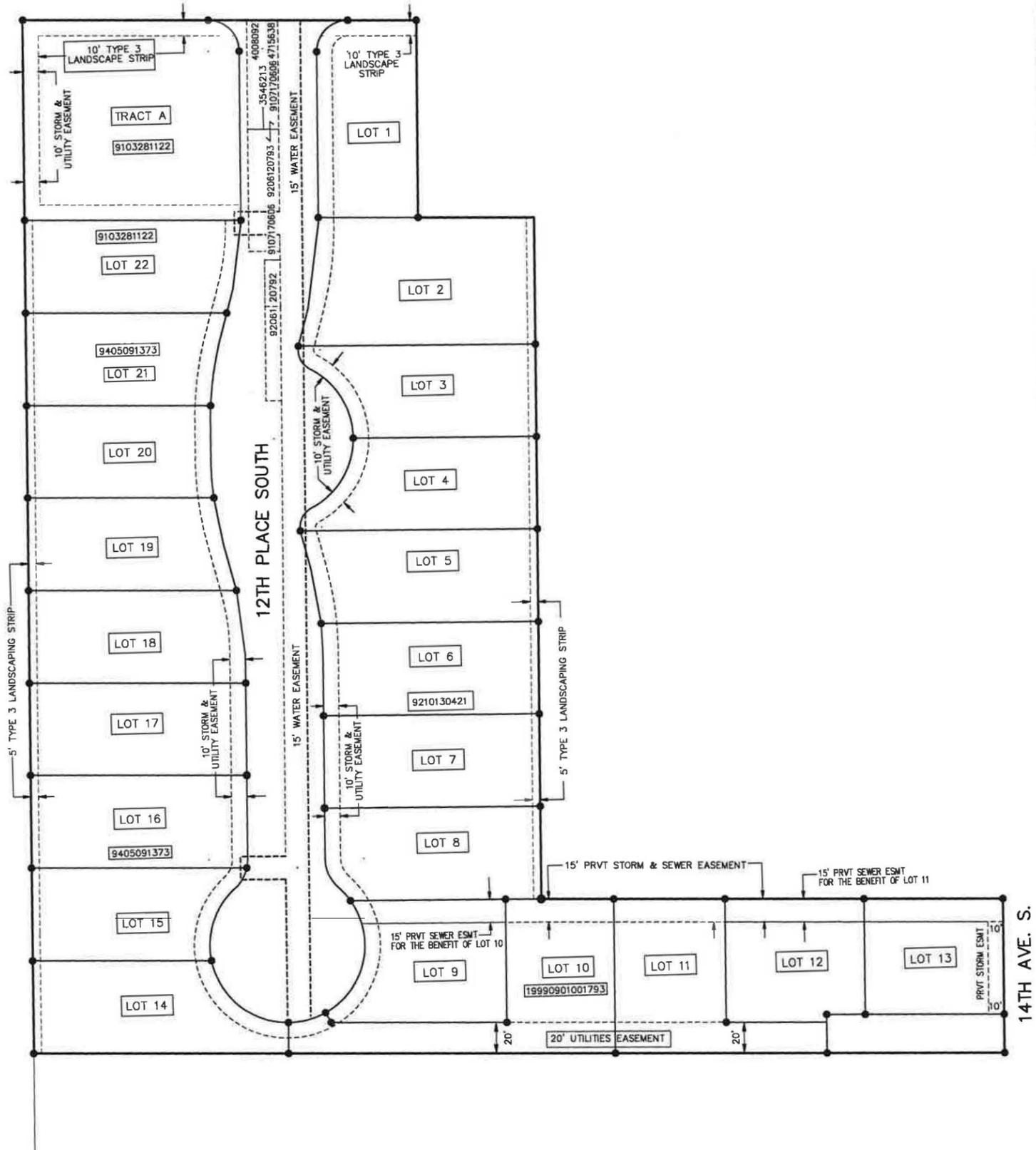
TRUE-POINT SURVEYING
8705 POA RD NW, WASHINGTON, WA 98009
OFFICE: 206-255-8809, 206-255-8809, 206-255-8809

PINNACLES AT DES MOINES MODIFIED SUBDIVISION

LUA2015-0030

IN THE NE QUARTER OF THE SE QUARTER OF
SECTION 17, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE W.M.
CITY OF DES MOINES, KING COUNTY, WASHINGTON

232ND ST. SOUTH



TRUE·POINT
SURVEYING
 PO BOX 731909, PUYALLUP WA 98373
 OFF 253-380-6538, 253-370-3291

PINNACLES AT DES MOINES MODIFIED SUBDIVISION

LUA2015-0030

IN THE NE QUARTER OF THE SE QUARTER OF
SECTION 17, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE W.M.
CITY OF DES MOINES, KING COUNTY, WASHINGTON

LEGAL DESCRIPTIONS IS PER CHICAGO TITLE INSURANCE COMPANY.
GUARANTEE/CERTIFICATE 70066090 DATED FEBRUARY 17, 2018.

SPECIAL EXCEPTIONS (1-12) ARE SHOWN ON SHEET 4.

GENERAL AND SPECIAL TAXES ARE NOT SHOWN.

RECENT EASEMENTS (20-23) ARE RECENT EASEMENTS CREATED FOR THIS
SUBDIVISION.

OTHER EASEMENTS NOT RECORDED UNDER A SEPARATE DOCUMENT
ARE SHOWN ON SHEET 4.

1. AN EASEMENT AFFECTING A PORTION OF SAID PREMISES FOR THE PURPOSES STATED
THEREIN: IN FAVOR OF: OWNERS
DISCLOSED BY:
RECORDING NUMBER: 3546213
FOR: DRIVEWAY
AFFECTS: EAST 20 FEET OF THE NORTH 150 FEET OF SAID PREMISES AND ACROSS THE
SOUTHEAST CORNER OF SAID PREMISES.

2. AN EASEMENT AFFECTING A PORTION OF SAID PREMISES FOR THE PURPOSES STATED
THEREIN: FOR: INGRESS AND EGRESS AND DRIVEWAY PURPOSES
INSTRUMENT RECORDED: MARCH 6, 1946
DISCLOSED BY:
INSTRUMENT RECORDED: JULY 27, 1956
RECORDING NUMBER: 4715638
AFFECTS: NOT DISCLOSED
SAID EASEMENT CONTAINS A PROVISION FOR BEARING EQUAL COST OF MAINTENANCE, REPAIR
OR RECONSTRUCTION OF SAID COMMON DRIVEWAY.
SAID EASEMENT IS AN AMENDMENT OF EASEMENT UNDER KING COUNTY
RECORDING NUMBER 4008092.

3. AVIGATION EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
IN FAVOR OF: PORT OF SEATTLE, A WASHINGTON STATE MUNICIPAL CORPORATION
FOR: FREE AND UNOBSTRUCTED USE AND PASSAGE OF ALL TYPES OF AIRCRAFT DISCLOSED BY
INSTRUMENT RECORDED: MARCH 28, 1991
RECORDING NUMBER: 9103281122.
AFFECTS: AIRSPACE OVER OR IN THE VICINITY OF THE PREMISES AFFECTS: PARCEL D

4. AN EASEMENT AFFECTING A PORTION OF SAID PREMISES FOR THE PURPOSES STATED
THEREIN: IN FAVOR OF: MIDWAY SEWER DISTRICT, A MUNICIPAL CORPORATION
FOR: SEWER MAINS WITH THE NECESSARY APPURTENANCES DISCLOSED BY
INSTRUMENT RECORDED: JUNE 12, 1992
RECORDING NUMBER: 9206120793
AFFECTS: THE EAST 10 FEET AFFECTS: PARCEL D

5. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO,
AS GRANTED IN A DOCUMENT:
GRANTED TO: MIDWAY SEWER DISTRICT
PURPOSE: SEWER MAINS WITH NECESSARY APPURTENANCES RECORDING DATE: JUNE 12, 1992
RECORDING NO. 9206120792
AFFECTS: PORTION OF SAID PREMISES AFFECTS: PARCEL B

6. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS
PROVIDED IN A DOCUMENT:
PURPOSE: PERPETUAL AIR OR FLIGHT EASEMENT, ALSO REFERRED TO AS AVIGATION RIGHTS
RECORDING DATE: MAY 9, 1994
RECORDING NO. 9405091373
AFFECTS: ALL THE AIR SPACE ABOVE SAID LAND. REFERENCE IS HEREBY MADE TO SAID
DOCUMENT FOR FULL PARTICULARS.
AFFECTS: PARCEL B

7. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS
PROVIDED IN A DOCUMENT: PURPOSE: PERPETUAL AIR OR FLIGHT EASEMENT, ALSO
REFERRED TO AS AVIGATION RIGHTS
RECORDING DATE: SEPTEMBER 1, 1999
RECORDING NO. 19990901001793
AFFECTS: ALL THE AIR SPACE ABOVE SAID LAND. REFERENCE IS HEREBY MADE TO SAID
DOCUMENT FOR FULL PARTICULARS.
AFFECTS: PARCEL C

8. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS
GRANTED IN A DOCUMENT:
GRANTED TO: WASHINGTON NATURAL GAS COMPANY PURPOSE: GAS PIPELINE OR PIPELINES
RECORDING DATE: OCTOBER 13, 1992
RECORDING NO. 9210130421
AFFECTS: THE NORTH 286 FEET OF PARCEL A

9. ROAD MAINTENANCE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: JULY 17, 1991
RECORDING NUMBER: 9107170606 AFFECTS: PARCEL D

10. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS,
EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS,
AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY,
INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL
ORIENTATION, FAMILY STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN,
ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS,
EXCEPT TO THE EXTENT THAT SAID
LAW, AS SET FORTH ON SHORT PLAT:
COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE
RECORDING NO: 7710030653 AFFECTS: PARCEL E

11. EASEMENT FOR GRADING OF STREET SLOPES, AS NECESSARY, OVER PORTION OF PREMISES
ADJOINING STREET OR ALLEY AS GRANTED IN INSTRUMENT:
RECORDED: SEPTEMBER 24, 1935
RECORDING NUMBER: 2866717
GRANTEE: KING COUNTY
AFFECTS: PARCEL B AND D

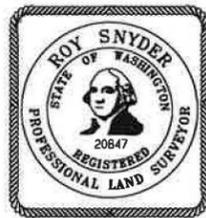
12. EASEMENT FOR GRADING OF STREET SLOPES, AS NECESSARY, OVER PORTION OF PREMISES
ADJOINING STREET OR ALLEY AS GRANTED IN INSTRUMENT:
RECORDED: JULY 20, 1939
RECORDING NUMBER: 3055404
GRANTEE: KING COUNTY AFFECTS: PARCEL C

20. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO,
AS GRANTED IN A DOCUMENT: GRANTED TO: PUGET SOUND ENERGY, INC.
PURPOSE: UTILITY SYSTEMS FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF
GAS AND ELECTRICITY RECORDING DATE: JULY 14, 2017
RECORDING NO: 20170714000186

21. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS
GRANTED IN A DOCUMENT: GRANTED TO: PUGET SOUND ENERGY, INC.
AND ELECTRICITY RECORDING DATE: JULY 20, 2017
RECORDING NO. 20170720000062

22. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS
GRANTED IN A DOCUMENT: GRANTED TO: MIDWAY SEWER DISTRICT
PURPOSE: SIDE SEWER EASEMENT RECORDING DATE: DECEMBER 18, 2017
RECORDING NO. 20171218000779 AFFECTS: PORTION OF SAID PREMISES

23. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS
GRANTED IN A DOCUMENT: GRANTED TO: HIGHLINE WATER DISTRICT
PURPOSE: UTILITY EASEMENT RECORDING DATE: JANUARY 18, 2018
RECORDING NO.: 20180118000651 AFFECTS: PORTION OF SAID PREMISES
PURPOSE: UTILITY SYSTEMS FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF GAS



TRUE POINT
SURVEYING
PO BOX 731909, PUYALLUP WA 98373
OFF 253-380-6538, 253-370-3291

CITY OF DES MOINES
Voucher Certification Approval
8-Mar-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.

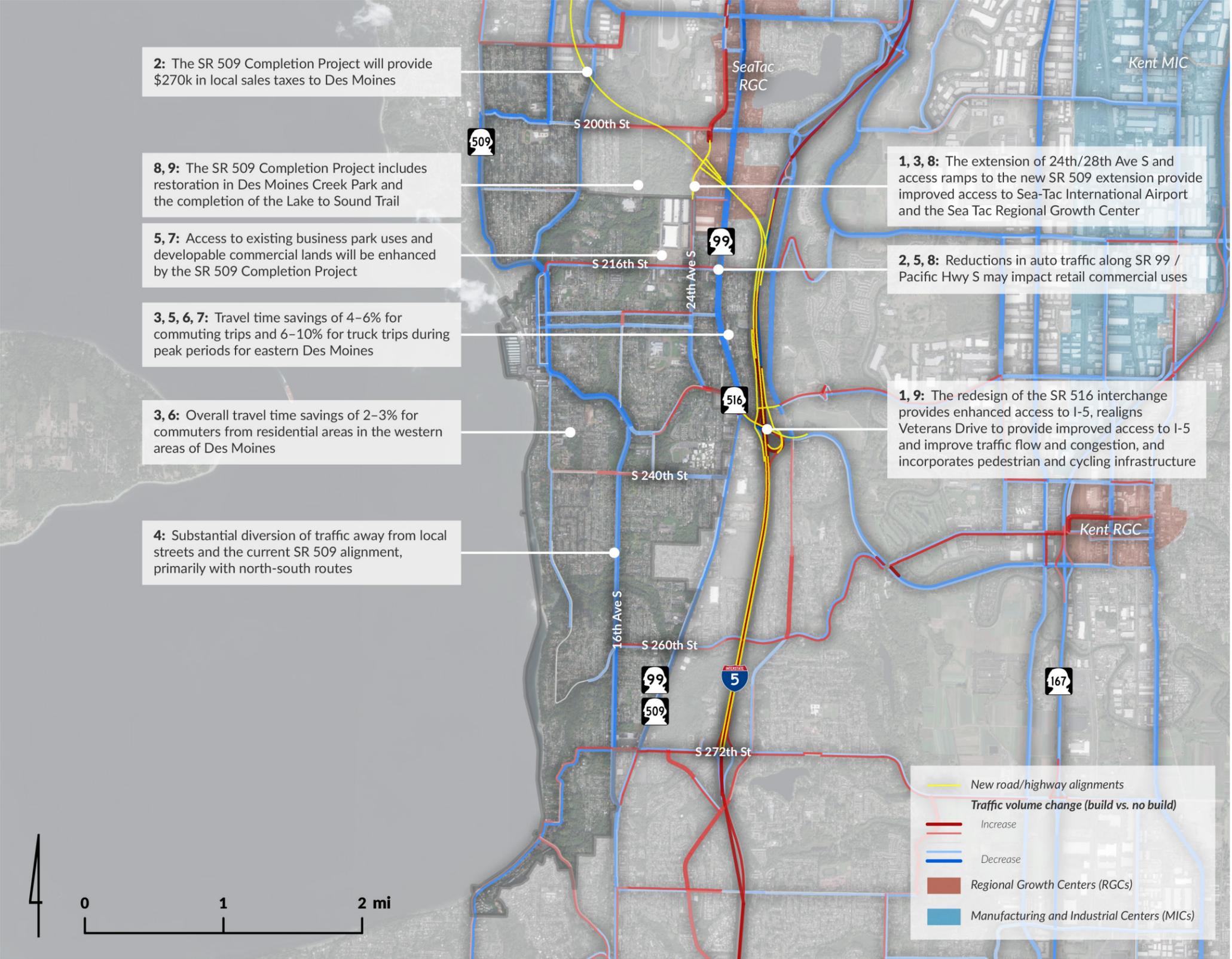
As of Mar 08, 2018 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through February 28, 2018 included in the attached list and further described as follows:

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

Cecilia Pollock 3/1/2018
 Cecilia Pollock, Finance Operations Manager

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	153310 -	153411	452,017.13
Electronic Wire Transfers	986 -	988	91,300.08
Electronic Wire Transfers	997 -	1003	201,325.94
Total claims paid			744,643.15
Payroll Vouchers			
Payroll Checks	19027 -	19028	6,190.22
Direct Deposit	70001 -	70172	326,456.54
Total Paychecks/Direct Deposits paid			332,646.76
Total checks and wires for A/P & Payroll			1,077,289.91

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Overview

Population: 30,860 (2017 est.)
Employment: 6,273 (2016)
Operating Budget: \$39.2 million (2017)

The City of Des Moines is expected to receive **moderate to high** net local benefits under the Puget Sound Gateway Program, based on the characteristics summarized below:

- 1.** Direct transportation linkages
- 2.** Effects on local sales taxes
- 3.** Travel time savings
- 4.** Traffic diversion from local streets
- 5.** Effects on local employment
- 6.** Effects on developable residential lands
- 7.** Effects on developable employment lands
- 8.** Achievement of local policy goals
- 9.** Environmental and social benefits

Des Moines is located to the southwest of the new SR 509 alignment, with major access to the new alignment, the SeaTac Regional Growth Center, and Sea-Tac International Airport provided via the 24th/28th Ave S extension to the north of the city. Improvements to the I-5 interchange at SR 516 / Kent Des Moines Rd and Veterans Drive in Kent will provide improved access and traffic flow at this access point.

The improved link to the airport and the redesigned I-5 interchange provide the city with greater accessibility and there are overall travel time savings for car and truck traffic, especially around the SR 99 / Pacific Hwy S area. Traffic volumes for north-south routes are also reduced for the SR 99 and current SR 509 alignments, with notable reductions in truck traffic along these routes.

For More Information
www.wsdot.wa.gov/projects/gateway
Andrew Bjorn, BERK Consulting
andrew@berkconsulting.com
 (206) 493-2384

Proposed Participation Level: Tier Two

Per the Policy adopted by the Puget Sound Gateway Funding and Phasing Subcommittee outlining three tiers of participation, the City of Des Moines commits to the following responsibilities as a **Tier 2** partner:

- **Contribute to local nexus projects.** The City would commit to providing funding and rights-of-way (if applicable) to local nexus projects that would constitute part of the SR 509 completion program. This would relate primarily to the 24th/28th Ave S extension to the north of the city and improvements to the I-5 interchange at SR 516 / Kent Des Moines Rd.
- **Support project and grant requests.** The City would commit to supporting project and grant requests that are included under the Gateway Program. This includes providing letters of support to grant applications as necessary, and coordinating applications for other transportation funding to reduce conflicts.
- **Participate in project meetings and reviews.** The City would commit to participating in project meetings and project development reviews for the Puget Sound Gateway Program and allocate sufficient staff time for attendance and participation.

What Tiers are included under the assessments?

The Partner Assessments are structured around three Tiers that classify the levels of benefit received by each community along a continuum, and define the resource commitments to the Puget Sound Gateway Project:

- **Tier 1** communities are serviced directly by the new highway alignments, and receive significant direct benefits due to improved accessibility.
- **Tier 2** communities are located close to the new highway alignments, and receive moderate to high benefits due to improved accessibility.
- **Tier 3** communities receive overall benefits from improvements to regional accessibility, but only receive nominal benefits directly.

What Are the Net Benefits to the City of Des Moines?

The Puget Sound Gateway Program is expected to provide the following net benefits to the City of Des Moines:

Direct Effects

- **Linkages to transportation networks are created and improved.** The reconstruction of the I-5 / SR 516 interchange and the development of the 24th/28th Ave S extension for access to Sea-Tac International Airport will provide improved connections with regional and local transportation networks. **(1,3)**
- **Single and high-occupancy vehicles will experience moderate to low overall travel time savings.** Compared to the no-build scenario, there will be moderate to low improvements in commuting travel time, because of improved access to I-5 and locations to the north. On average expect total travel time savings to range from up to 7% for locations in the east along I-5, to 2–3% for locations in other parts of the city. **(3)**
- **There will be moderate travel time savings for truck traffic in the city.** Expect to see 6–10% overall time savings for truck traffic to and from the western portion of the city, with 4% savings expected for the south and less than 2% savings elsewhere, driven by improved regional access. **(3)**
- **Significant truck traffic will be diverted from city streets onto alternate routes.** Expect a 42% reduction in truck traffic VMT for on local streets during AM peak periods and 53% during PM peaks, especially on Kent Des Moines Rd, Marine View Dr S, and 16th Ave S. Other significant benefits include reduced maintenance, capacity improvements, and local safety. **(4)**
- **Des Moines will receive modest sales tax revenue from project construction.** Based on a preliminary assessment of the SR 509 alignment included in the city, Des Moines should receive about \$270,000 in local sales tax from construction activities (assuming an ongoing local tax rate of 0.85%). This is about 5% of the total sales taxes generated by cities from the SR 509 Completion Project, and almost one-third is generated as part of Stage 1. **(2)**

Indirect Effects

- **Building local and regional transportation connections will support opportunities for economic development.** Employment in Des Moines was 6,273 in 2016, with about half of local employment in Des Moines comes from health care services and education. The city has been working to encourage new commercial growth in the city with new business park development near the 24th/28th Ave S extension, which provides improved access to the Sea-Tac International Airport. Additional improvements to the area that enhance accessibility further can encourage further development of business park uses in the north, as well as new development and redevelopment in commercial areas to the east. **(5, 7)**
- **Addressing future traffic congestion may improve conditions for local residential development.** Improvements to travel time and reductions in traffic volumes can make available opportunities for new development more attractive and feasible in Des Moines. **(6)**
- **Impacts on retail sales taxes may be possible, depending on the long-term mix of uses.** Changes in traffic flow and street patterns will reduce traffic volumes on major corridors, including some that include auto-oriented uses. This includes the section of SR 99 / Pacific Hwy S included in the city. Retail sales taxes may be reduced versus the “no build” scenario, depending on the mix of uses that can be supported on this corridor with the shift in traffic. **(2)**

Social and Policy Effects

- **The City Comprehensive Plan specifically highlights the SR 509 and 24th/28th Ave S projects as priorities.** Des Moines' 2015 Comprehensive Plan indicates that the planned extension of SR 509 “should be completed as soon as possible” (TR 2.7), with strong advocacy from the City to provide for the completion of the project. Planning for the 24th/28th Ave S extension project is also highlighted as part of this effort. **(8)**
- **Riparian and wetlands mitigation and restoration in Des Moines Creek Park will be incorporated into the Program.** The Project includes significant restoration to mitigate impacts of the project and restore wetlands and riparian areas in Des Moines Creek Park. **(9)**
- **The development of the final segment Lake to Sound Trail will be integrated with the construction of the new SR 509 alignment.** The final segment of the Lake to Sound Trail is planned as part of the SR 509 Completion Project. This project will complete the 16-mile non-motorized trail from Lake Washington to Puget Sound, which passes through Des Moines and will support regional pedestrian and cycling. **(9)**
- **The SR 516 interchange with I-5 incorporates pedestrian and cycling infrastructure.** Planning for the redesigned SR 516 interchange incorporates pedestrian and cycling infrastructure to improve road safety in the area. **(9)**

Puget Sound Gateway Partner Assessments

DRAFT: February 23, 2018

Introduction and Purpose

In July 2015, the Washington State Legislature and Governor Inslee acted to fund the Puget Sound Gateway Program through the Connecting Washington revenue package. The Puget Sound Gateway Program is comprised of two projects: completion of State Route (SR) 167 in Pierce County, and completion of State Route (SR) 509 in King County.

In funding the Puget Sound Gateway Program, the Legislature directed that \$130 million of the \$1.9 billion is to come through local funding sources. In the 2017 session, they directed the Secretary of Transportation to develop a Memorandum of Understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project.

This series of Partner Assessments is intended to provide an overview of the economic and transportation benefits that will accrue to the local jurisdictions due to the Gateway Program. These packages of benefits are provided to assist in the development of the Memorandum of Understanding with local project partners.

Content

The Partner Assessments include descriptions of overall net benefits to individual communities on folio sheets, with one summary sheet provided for each community. These sheets include the following:

Overview Map

An overview map is provided at the beginning of the folio sheet, which highlights the community and locations of interest with the project. These maps include the following elements:

- Local alignments of the SR 167 and SR 509 Completion Projects at full construction of Phase 1
- Changes in traffic volumes between the “build” and “no build” scenarios for 2025 at the completion of the projects, with blue colors representing decreased volumes of traffic for the combined AM/PM peak periods, and red colors representing increases in traffic volume
- Designated Regional Growth Centers (RGCs) and Manufacturing and Industrial Centers (MICs)
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Note that the representation of traffic volume changes is intended to highlight major changes in regional traffic. These indicators are general metrics that do not show whether local street / highway capacity is exceeded, or if there are impacts to levels of service in the study area. Specific information on the results of regional traffic modeling should be reviewed for areas of interest.

Overview

An overview of the community is provided, with population, local government budget, and employment statistics provided. For cities, a series of benefit categories evaluated under the assessment are also included, with general qualitative scores indicating the relative benefits provided to the community in these groups. These categories include:

1. **Direct transportation linkages.** This category evaluates whether the location of direct access points for new limited access highways or other transportation infrastructure benefits the community.
2. **Effects on local sales taxes.** In this category, the impacts of the projects to sales tax receipts are evaluated, both in terms of one-time construction sales taxes for the project, and ongoing sales taxes from impacts to commercial uses.
3. **Travel time savings.** This category provides an assessment of the travel time savings for car and truck traffic associated with constructing the SR 167 and SR 509 Completion Projects.
4. **Traffic diversion from local streets.** Traffic volumes are evaluated between the “build” and “no-build” scenarios, and the diversion of traffic from local arterials is highlighted due to the positive impacts to traffic safety and local road maintenance.
5. **Effects on local employment.** The possible effects of improved accessibility are reviewed, particularly in the context of access to new or potential employment uses.
6. **Effects on developable residential lands.** This category indicates the potential impacts of changes in traffic flow and accessibility on residential land development, with a focus on areas within the jurisdiction that are available for redevelopment.
7. **Effects on developable employment lands.** This category indicates the potential impacts of changes in traffic flow and accessibility on the development or redevelopment of commercial and industrial lands.
8. **Achievement of local policy goals.** The alignment of the WSDOT Gateway Program with local plans and policies is highlighted with this indicator, noting cases where these projects are considered by the jurisdiction in their own operations.
9. **Environmental and social benefits.** Finally, there are certain environmental and social benefits specifically linked to these projects, including upgrades to pedestrian and cycling infrastructure, and wetlands and riparian restoration. These elements are highlighted as part of this category.

Each of these categories is provided with a qualitative ranking as follows:

- ● ● ● **High benefits**, which typically include the primary considerations for the jurisdiction with the Completion Projects
- ● ● ● **Moderate benefits**, which include significant benefits important to consider by the community with the Completion Projects
- ○ ● ● **Low benefits**, which typically include minor benefits that will affect the community, but are not likely large enough to be a main consideration
- ○ ○ ● **Negligible benefits** which indicate low or no benefit in this category; note that this also includes cases where **net costs** are experienced by the community

A roll-up summary of the rankings for all the cities in the study area is provided in this document for reference, with each community generally ordered by the benefits received from the Program.

Proposed Participation Level

A summary of the relationship between identified community benefits and participation under the Puget Sound Gateway Program Memorandum of Understanding (MOU) is provided. “Tiers” classify the levels of benefit received by each community and define the resource commitments to the Puget Sound Gateway Project. These Tiers include the following:

- **Tier 1** communities, which are serviced directly by the new highway alignments and receive significant direct benefits due to improved accessibility.
- **Tier 2** communities, which are located close to the new highway alignments and receive moderate to high benefits due to improved accessibility.
- **Tier 3** communities, which receive overall benefits from improvements to regional accessibility, but only receive nominal direct benefit.

For each community, the responsibilities in the Program associated with their Tier are also identified, ranging from direct contribution of matching funds to projects, to participation in project meetings and reviews. Note that these responsibilities are not final and may be revised based on the content of the MOU.

Note that the classification of the cities involved in the Program are also provided in the roll-up in this section.

Description of Net Benefits

A more detailed explanation of the net benefits received from the projects of the Gateway Program are provided in this section. The identified characteristics are typically the most significant for a community and provide an understanding of both the costs and benefits associated with projects under the Program.

These descriptions are divided into three main categories:

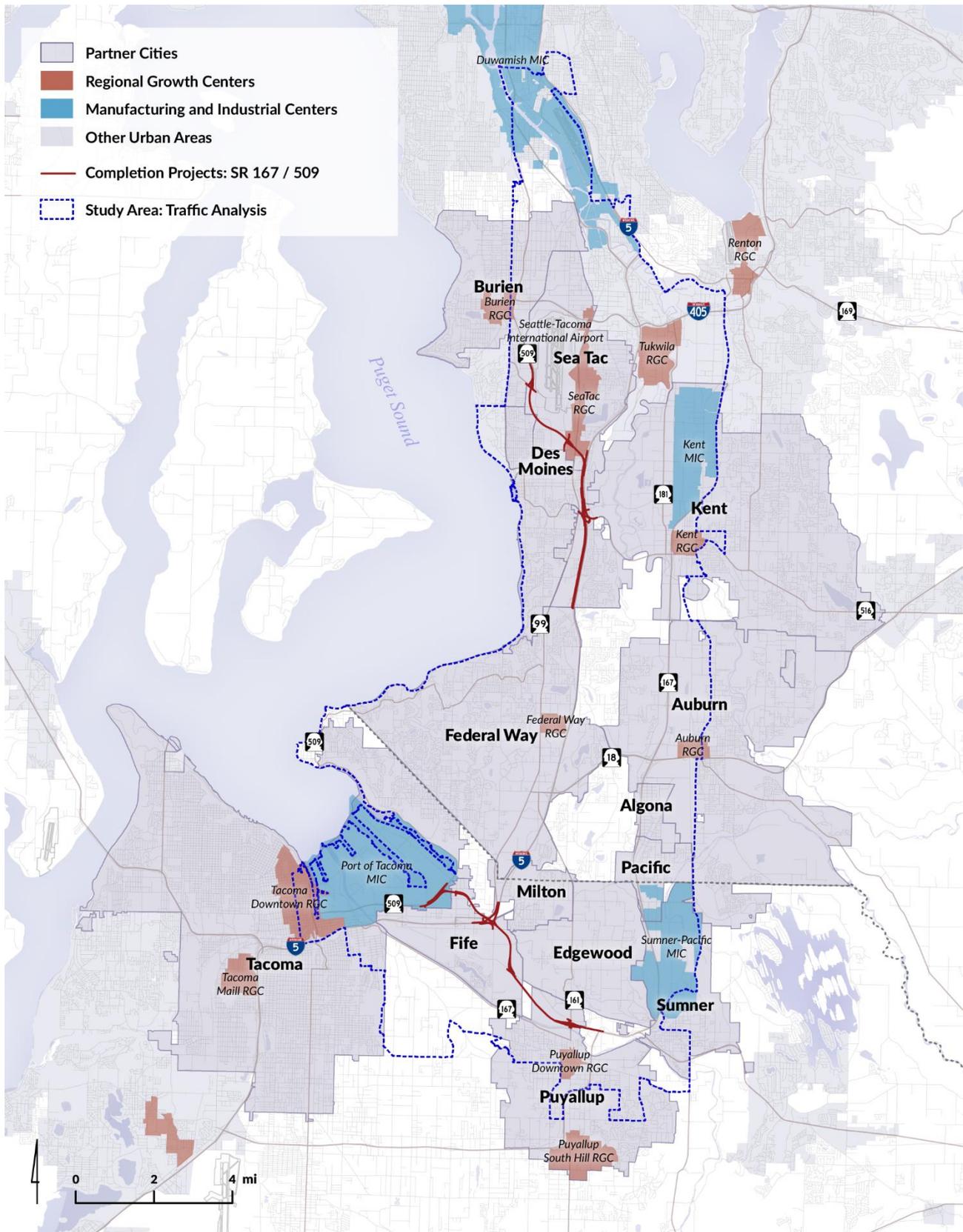
- **Direct effects** include the outcomes of these projects that are directly related to the transportation network. This can include regional travel times to major destinations, overall travel time savings, changes in traffic flow, and diversion of traffic volumes.
- **Indirect effects** include project outcomes that are linked to transportation but are not directly related to changes in the transportation system. This includes the effects of changes in accessibility on economic activity, residential and commercial development, and retail sales receipts.
- **Social and policy effects** include two distinct categories of outcomes. Social effects describe elements of the project that are not related to motorized transportation but will have an impact on the community, such as wetlands restoration or development of sidewalks and cycling trails. Policy effects indicate how projects under the Gateway Program will fulfill the objectives and goals of community plans, policies, and programs.

For cities, each of these descriptions are also classified according to the nine categories used in the Overview on the first page of the assessment. The category numbers are provided as end notes for reference.

Partner Benefit Assessment Summary: WSDOT Gateway Program

		1	2	3	4	5	6	7	8	9
		Direct transportation linkages	Impacts to local sales taxes	Travel time savings	Traffic diversion from local streets	Impacts to local employment	Impacts to developable residential lands	Impacts to developable employment lands	Achievement of local policy goals	Environmental and social benefits
TIER 1	Fife	● ● ● ●	● ● ● ●	○ ● ● ●	● ● ● ●	● ● ● ●	○ ○ ● ●	○ ○ ● ●	● ● ● ●	○ ● ● ●
	Puyallup	● ● ● ●	○ ● ● ●	● ● ● ●	○ ● ● ●	● ● ● ●	● ● ● ●	○ ● ● ●	● ● ● ●	○ ○ ● ●
	Kent	● ● ● ●	○ ● ● ●	○ ● ● ●	○ ● ● ●	● ● ● ●	● ● ● ●	● ● ● ●	○ ● ● ●	○ ○ ● ●
	SeaTac	● ● ● ●	● ● ● ●	○ ● ● ●	○ ● ● ●	● ● ● ●	○ ○ ● ●	○ ● ● ●	● ● ● ●	○ ○ ● ●
	Tacoma	● ● ● ●	○ ○ ● ●	○ ● ● ●	○ ○ ● ●	● ● ● ●	○ ○ ● ●	○ ● ● ●	● ● ● ●	○ ○ ● ●
TIER 2	Des Moines	○ ● ● ●	○ ○ ● ●	○ ● ● ●	● ● ● ●	○ ○ ● ●	○ ● ● ●	○ ○ ● ●	● ● ● ●	○ ● ● ●
	Sumner	○ ● ● ●	○ ○ ○ ●	● ● ● ●	○ ○ ○ ●	● ● ● ●	○ ● ● ●	● ● ● ●	○ ● ● ●	○ ○ ○ ●
	Pacific	○ ● ● ●	○ ○ ○ ●	○ ● ● ●	○ ● ● ●	● ● ● ●	○ ○ ● ●	● ● ● ●	○ ● ● ●	○ ○ ○ ●
TIER 3	Federal Way	○ ○ ○ ●	○ ○ ○ ●	○ ● ● ●	○ ○ ● ●	○ ● ● ●	○ ● ● ●	○ ● ● ●	○ ○ ● ●	○ ○ ○ ●
	Milton	○ ○ ● ●	○ ○ ○ ●	○ ○ ● ●	● ● ● ●	○ ○ ○ ●	○ ● ● ●	○ ○ ○ ●	○ ● ● ●	○ ○ ● ●
	Edgewood	○ ○ ● ●	○ ○ ○ ●	○ ● ● ●	● ● ● ●	○ ○ ○ ●	○ ● ● ●	○ ○ ○ ●	○ ○ ○ ●	○ ○ ○ ●
	Algona	○ ○ ○ ●	○ ○ ○ ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ○ ●
	Auburn	○ ○ ○ ●	○ ○ ○ ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ○ ●
	Burien	○ ○ ● ●	○ ○ ○ ●	○ ○ ● ●	○ ○ ○ ●	○ ○ ○ ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●	○ ○ ● ●

Partner Benefit Assessment: Study Area





CITY COUNCIL REGULAR MEETING

Speaker Sign-Up Sheet

March 8, 2018

NAME (PLEASE PRINT)	ADDRESS	TOPIC	PHONE/E-MAIL ADDRESS
X JC Harris	Des Moines	BARGOAT	

WASHINGTON SCUBA ALLIANCE



**Redondo Beach Dive Site
Development Overview**

Last Revision: 10/16/2016

EXECUTIVE SUMMARY 3

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 ACCESS IS THREATENED..... 3

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EXECUTIVE SUMMARY

DIVING IN WASHINGTON STATE

Washington has some of the best cold water diving in the United States. Due to the quality of our aquatic resources and access to shorelines that are weather protected, Washington ranks in the top 4 of participation in diving nationwide.

KEY ELEMENTS OF A GOOD DIVE SITE

Key elements to a good shore diving site include:

- Parking and bathrooms in proximity to the water
- The ability to enter and exit the water safely
- In-water structure that provides habitat for marine wildlife

ACCESS IS THREATENED

There are several historically popular dive sites in Puget Sound that meet the above criteria. In most of these sites, the in-water structure is manmade – either as a result of past maritime activity such as the pilings from former dock or wharfs, or in some cases placement by divers. In recent years, efforts to cleanup Puget Sound have led to the removal of some in-water structure leading to the elimination of the recreational dive opportunity. Additionally, the natural deterioration of man-made items like steel beams, sunken boats, and other material has led to the gradual deterioration of the quality of certain sites for recreational diving.

LEGISLATIVE INTENT TO PRESERVE DIVING IN PUGET SOUND

The Washington legislature has expressed its intent to preserve and enhance access to diving by enacting several laws to support the creation of underwater parks. Further, the Dept. of Fish & Wildlife has incorporated language into its Washington Administrative Code to support construction of man-made structures for the purpose of viewing marine wildlife underwater.

PROPOSAL FOR REDONDO BEACH DIVE SITE



Redondo Beach. East Passage. Des Moines.

4.53 acre project site defined as a polygon with the following coordinates:

47.349732°, -122.326004°

47.350929°, -122.325706°

47.350466°, -122.324014°

47.350025°, -122.324037°

47.349659°, -122.324174°

47.349322°, -122.324425°

KEY DEVELOPMENT REQUIREMENTS

- Redevelop the existing dive site adjacent to the Highline College MaST Center to create a man-made rocky reef on the site.
- DNR provides no-cost lease to Highline College for the site.
- Utilize the guidance provided in Dept of Fish & Wildlife WAC 220-660-420. “Artificial aquatic habitat structures in saltwater areas” to drive the primary design elements. These are:
 - Locate at least two hundred yards away from other areas of hard-rock habitat.
 - Locate the structure where it will least disturb adjacent shorelines.
 - Construct the structures with high-density materials that are nontoxic and inert in sea water.
 - Use clean materials to construct the structure. Do not use materials that would leach metals, petroleum products, or other hazardous materials.
 - At least ninety-five percent of the construction materials must be larger than one foot in diameter.
 - Avoid using vertical walls. Structures must consist of piles of loose material or separate modules.
 - Place the structure where it will cause the least impact to fish life and the habitat that supports fish life.
 - Reef material must not cover more than fifty percent of the natural substrate within the permitted area.
 - Any one rock pile or module must not cover more than ten percent of the total permitted area.
 - Rock piles must be located at least fifty feet apart.
- Locate the structure outside of and below any eel grass beds.
- Coordinate upland improvements consistent with policy guidance provided in “City of Des Moines 2016 Parks, Recreation & Senior Services Master Plan.
- Coordinate any art features incorporated into the plan with the Des Moines Art Commission.
- Ensure scientific study of the site and public education regarding the site by the Highline College MaST Center:

- Ensure the requirements of the WA Department of Fish & Wildlife are met regarding pre and post surveys associated with a Hydraulic Project Approval.
- Provide data that will help understand the dynamics of man-made rocky reefs in Puget Sound for use by any agency interested.

- Include no-take regulations to preclude any sport fishing or spear fishing on the site in the WA Department of Fish & Wildlife Sport Fishing Rules.
 - Promotes non-consumptive outdoor recreation in the form of watchable wildlife in an underwater setting.
 - Ensures the safety of divers while on the site from unintended hazards associated with fishing hooks and downriggers.

- Mitigate the development by removal of man-made debris in the area:
 - an old Volkswagen Beetle automobile
 - a PVC-pipe structure
 - several tire bundles
 - other debris

BENEFITS

- Establish official designation of the dive site at Redondo Beach. Preserve access to existing watchable wildlife opportunities underwater at this site which is one of the most popular dive sites in Puget Sound.

- Create and maintain marine advocates through education. Underwater viewing of marine wildlife and dive recreation helps educate the public (both diving and shoreside) and raise awareness regarding the marine environment and Puget Sound. People value that which they use and understand.

- Support scientific inquiry by citizen scientists under the direction of the Highline College MaST Center into the issues and benefits associated with the creation of man-made rocky reef structures in Puget Sound and Hood Canal for use as recreational sites. Scientific inquiry would be coordinated with WA Dept. of Fish & Wildlife and NOAA Marine Fisheries.

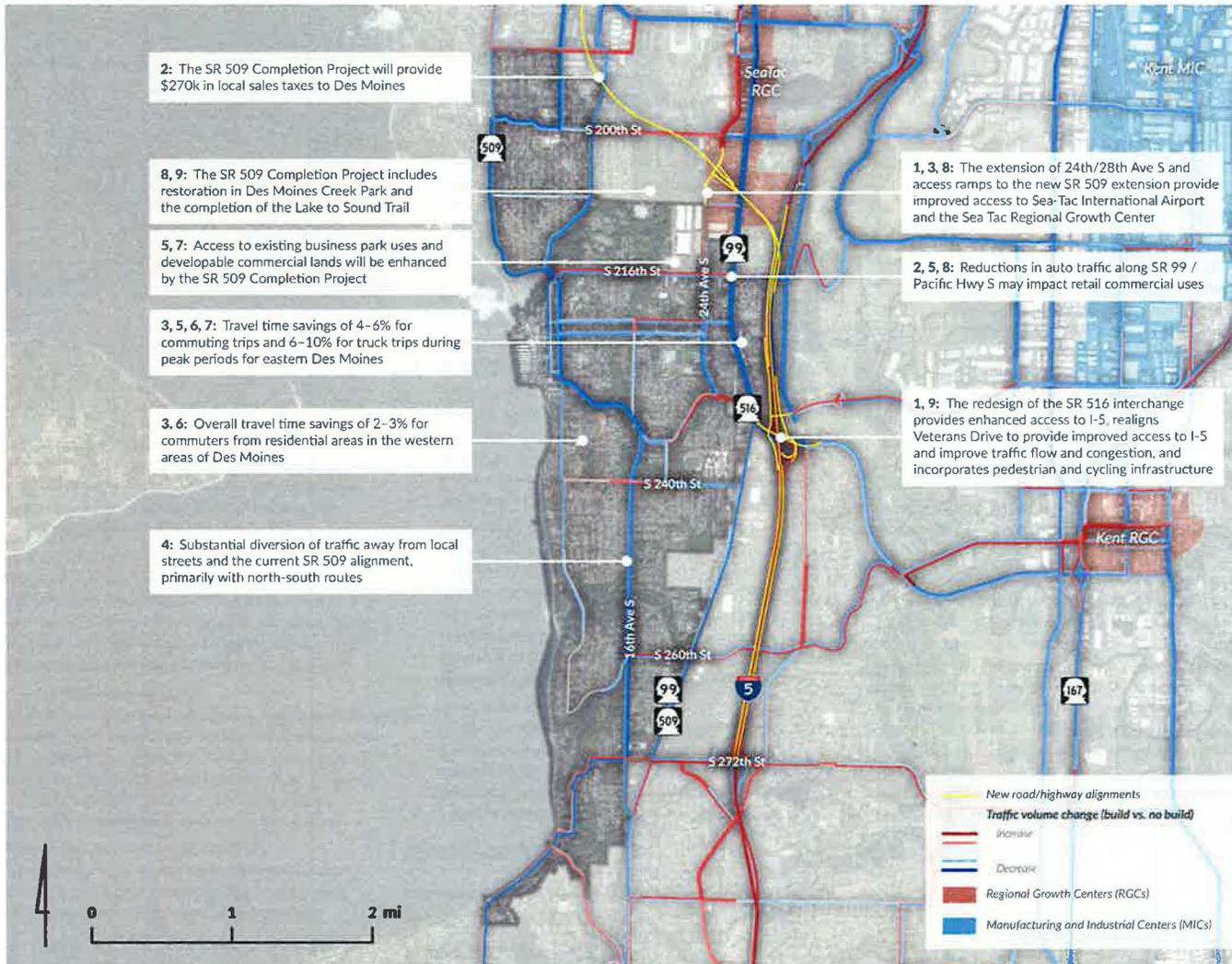
- Develop an objective scientific basis for understanding the dynamics of man-made reef construction using large natural rock and the subsequent population of these structures by marine species in Puget Sound.

- Leverage existing recreational investments in shore side amenities including parking, bathrooms, rinse stations, etc. Maintain and improve upland amenities.

- Drive regional outdoor recreation economy. Washington state is 4th in the nation in dive participation. It was voted best in the nation for shore diving in 2006. Yet, the state has never focused on creating a 'system' of destinations where apex cold water marine species such as the giant pacific octopus, large bottom-fish, and colorful marine invertebrates are readily accessible from shore and are available to view with certainty. Such 'systems' are the hallmark of regional touring dive destinations in North America. Examples include the kelp forests of California, the artificial reefs of Florida, and the ships of British Columbia. Washington can capitalize on our strong natural resource position and unique access to shore diving by creating another regional 'system' focused on apex coldwater species.
- Alleviate ongoing loss of dive access due to various factors.

Puget Sound Gateway Partner Assessment

City of Des Moines



Overview

Population: 30,860 (2017 est.)
Employment: 6,273 (2016)
Operating Budget: \$39.2 million (2017)

The City of Des Moines is expected to receive **moderate to high** net local benefits under the Puget Sound Gateway Program, based on the characteristics summarized below:

- 1. Direct transportation linkages
- 2. Effects on local sales taxes
- 3. Travel time savings
- 4. Traffic diversion from local streets
- 5. Effects on local employment
- 6. Effects on developable residential lands
- 7. Effects on developable employment lands
- 8. Achievement of local policy goals
- 9. Environmental and social benefits

Des Moines is located to the southwest of the new SR 509 alignment, with major access to the new alignment, the SeaTac Regional Growth Center, and Sea-Tac International Airport provided via the 24th/28th Ave S extension to the north of the city. Improvements to the I-5 interchange at SR 516 / Kent Des Moines Rd and Veterans Drive in Kent will provide improved access and traffic flow at this access point.

The improved link to the airport and the redesigned I-5 interchange provide the city with greater accessibility and there are overall travel time savings for car and truck traffic, especially around the SR 99 / Pacific Hwy S area. Traffic volumes for north-south routes are also reduced for the SR 99 and current SR 509 alignments, with notable reductions in truck traffic along these routes.

For More Information

www.wsdot.wa.gov/projects/gateway

Andrew Bjorn, BERK Consulting
andrew@berkconsulting.com
 (206) 493-2384

Proposed Participation Level: Tier Two

Per the Policy adopted by the Puget Sound Gateway Funding and Phasing Subcommittee outlining three tiers of participation, the City of Des Moines commits to the following responsibilities as a **Tier 2** partner:

- **Contribute to local nexus projects.** The City would commit to providing funding and rights-of-way (if applicable) to local nexus projects that would constitute part of the SR 509 completion program. This would relate primarily to the 24th/28th Ave S extension to the north of the city and improvements to the I-5 interchange at SR 516 / Kent Des Moines Rd.
- **Support project and grant requests.** The City would commit to supporting project and grant requests that are included under the Gateway Program. This includes providing letters of support to grant applications as necessary, and coordinating applications for other transportation funding to reduce conflicts.
- **Participate in project meetings and reviews.** The City would commit to participating in project meetings and project development reviews for the Puget Sound Gateway Program and allocate sufficient staff time for attendance and participation.

What Tiers are included under the assessments?

The Partner Assessments are structured around three Tiers that classify the levels of benefit received by each community along a continuum, and define the resource commitments to the Puget Sound Gateway Project:

- **Tier 1** communities are serviced directly by the new highway alignments, and receive significant direct benefits due to improved accessibility.
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- **Tier 3** communities receive overall benefits from improvements to regional accessibility, but only receive nominal benefits directly.

DRAFT: 23 February 2018

What Are the Net Benefits to the City of Des Moines?

The Puget Sound Gateway Program is expected to provide the following net benefits to the City of Des Moines:

Direct Effects

- **Linkages to transportation networks are created and improved.** The reconstruction of the I-5 / SR 516 interchange and the development of the 24th/28th Ave S extension for access to Sea-Tac International Airport will provide improved connections with regional and local transportation networks. **(1,3)**
- **Single and high-occupancy vehicles will experience moderate to low overall travel time savings.** Compared to the no-build scenario, there will be moderate to low improvements in commuting travel time, because of improved access to I-5 and locations to the north. On average expect total travel time savings to range from up to 7% for locations in the east along I-5, to 2–3% for locations in other parts of the city. **(3)**
- **There will be moderate travel time savings for truck traffic in the city.** Expect to see 6–10% overall time savings for truck traffic to and from the western portion of the city, with 4% savings expected for the south and less than 2% savings elsewhere, driven by improved regional access. **(3)**
- **Significant truck traffic will be diverted from city streets onto alternate routes.** Expect a 42% reduction in truck traffic VMT for on local streets during AM peak periods and 53% during PM peaks, especially on Kent Des Moines Rd, Marine View Dr S, and 16th Ave S. Other significant benefits include reduced maintenance, capacity improvements, and local safety. **(4)**
- **Des Moines will receive modest sales tax revenue from project construction.** Based on a preliminary assessment of the SR 509 alignment included in the city, Des Moines should receive about \$270,000 in local sales tax from construction activities (assuming an ongoing local tax rate of 0.85%). This is about 5% of the total sales taxes generated by cities from the SR 509 Completion Project, and almost one-third is generated as part of Stage 1. **(2)**

Indirect Effects

- **Building local and regional transportation connections will support opportunities for economic development.** Employment in Des Moines was 6,273 in 2016, with about half of local employment in Des Moines comes from health care services and education. The city has been working to encourage new commercial growth in the city with new business park development near the 24th/28th Ave S extension, which provides improved access to the Sea-Tac International Airport. Additional improvements to the area that enhance accessibility further can encourage further development of business park uses in the north, as well as new development and redevelopment in commercial areas to the east. **(5, 7)**
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2. **Effects on local sales taxes.** In this category, the impacts of the projects to sales tax receipts are evaluated, both in terms of one-time construction sales taxes for the project, and ongoing sales taxes from impacts to commercial uses.
3. **Travel time savings.** This category provides an assessment of the travel time savings for car and truck traffic associated with constructing the SR 167 and SR 509 Completion Projects.
4. **Traffic diversion from local streets.** Traffic volumes are evaluated between the “build” and “no-build” scenarios, and the diversion of traffic from local arterials is highlighted due to the positive impacts to traffic safety and local road maintenance.
5. **Effects on local employment.** The possible effects of improved accessibility are reviewed, particularly in the context of access to new or potential employment uses.
6. **Effects on developable residential lands.** This category indicates the potential impacts of changes in traffic flow and accessibility on residential land development, with a focus on areas within the jurisdiction that are available for redevelopment.
7. **Effects on developable employment lands.** This category indicates the potential impacts of changes in traffic flow and accessibility on the development or redevelopment of commercial and industrial lands.
8. **Achievement of local policy goals.** The alignment of the WSDOT Gateway Program with local plans and policies is highlighted with this indicator, noting cases where these projects are considered by the jurisdiction in their own operations.
9. **Environmental and social benefits.** Finally, there are certain environmental and social benefits specifically linked to these projects, including upgrades to pedestrian and cycling infrastructure, and wetlands and riparian restoration. These elements are highlighted as part of this category.

Each of these categories is provided with a qualitative ranking as follows:

-  **High benefits**, which typically include the primary considerations for the jurisdiction with the Completion Projects
-  **Moderate benefits**, which include significant benefits important to consider by the community with the Completion Projects
-  **Low benefits**, which typically include minor benefits that will affect the community, but are not likely large enough to be a main consideration
-  **Negligible benefits** which indicate low or no benefit in this category; note that this also includes cases where **net costs** are experienced by the community

A roll-up summary of the rankings for all the cities in the study area is provided in this document for reference, with each community generally ordered by the benefits received from the Program.

Proposed Participation Level

A summary of the relationship between identified community benefits and participation under the Puget Sound Gateway Program Memorandum of Understanding (MOU) is provided. “Tiers” classify the levels of benefit received by each community and define the resource commitments to the Puget Sound Gateway Project. These Tiers include the following:

- **Tier 1** communities, which are serviced directly by the new highway alignments and receive significant direct benefits due to improved accessibility.
- **Tier 2** communities, which are located close to the new highway alignments and receive moderate to high benefits due to improved accessibility.
- **Tier 3** communities, which receive overall benefits from improvements to regional accessibility, but only receive nominal direct benefit.

For each community, the responsibilities in the Program associated with their Tier are also identified, ranging from direct contribution of matching funds to projects, to participation in project meetings and reviews. Note that these responsibilities are not final and may be revised based on the content of the MOU.

Note that the classification of the cities involved in the Program are also provided in the roll-up in this section.

Description of Net Benefits

A more detailed explanation of the net benefits received from the projects of the Gateway Program are provided in this section. The identified characteristics are typically the most significant for a community and provide an understanding of both the costs and benefits associated with projects under the Program.

These descriptions are divided into three main categories:

- **Direct effects** include the outcomes of these projects that are directly related to the transportation network. This can include regional travel times to major destinations, overall travel time savings, changes in traffic flow, and diversion of traffic volumes.
- **Indirect effects** include project outcomes that are linked to transportation but are not directly related to changes in the transportation system. This includes the effects of changes in accessibility on economic activity, residential and commercial development, and retail sales receipts.
- **Social and policy effects** include two distinct categories of outcomes. Social effects describe elements of the project that are not related to motorized transportation but will have an impact on the community, such as wetlands restoration or development of sidewalks and cycling trails. Policy effects indicate how projects under the Gateway Program will fulfill the objectives and goals of community plans, policies, and programs.

For cities, each of these descriptions are also classified according to the nine categories used in the Overview on the first page of the assessment. The category numbers are provided as end notes for reference.

Partner Benefit Assessment Summary: WSDOT Gateway Program

		1	2	3	4	5	6	7	8	9
		Direct transportation linkages	Impacts to local sales taxes	Travel time savings	Traffic diversion from local streets	Impacts to local employment	Impacts to developable residential lands	Impacts to developable employment lands	Achievement of local policy goals	Environmental and social benefits
TIER 1	Fife	●●●●	●●●●	○●●●	●●●●	●●●●	○○●●	○○●●	●●●●	○●●●
	Puyallup	●●●●	○●●●	●●●●	○●●●	●●●●	●●●●	○●●●	●●●●	○○●●
	Kent	●●●●	○●●●	○●●●	○●●●	●●●●	●●●●	●●●●	○●●●	○○●●
	SeaTac	●●●●	●●●●	○●●●	○●●●	●●●●	○○●●	○●●●	●●●●	○○●●
	Tacoma	●●●●	○○●●	○●●●	○○●●	●●●●	○○●●	○●●●	●●●●	○○●●
TIER 2	Des Moines	○●●●	○○●●	○●●●	●●●●	○○●●	○●●●	○○●●	●●●●	○●●●
	Sumner	○●●●	○○○●	●●●●	○○○●	●●●●	○●●●	●●●●	○●●●	○○○●
	Pacific	○●●●	○○○●	○●●●	○●●●	●●●●	○○●●	●●●●	○●●●	○○○●
TIER 3	Federal Way	○○○●	○○○●	○●●●	○○○●	○●●●	○●●●	○●●●	○○○●	○○○●
	Milton	○○○●	○○○●	○●●●	●●●●	○○○●	○●●●	○○○●	○●●●	○○○●
	Edgewood	○○○●	○○○●	○●●●	●●●●	○○○●	○●●●	○○○●	○○○●	○○○●
	Algona	○○○●	○○○●	○●●●	○○○●	○○○●	○○○●	○○○●	○○○●	○○○●
	Auburn	○○○●	○○○●	○●●●	○○○●	○○○●	○○○●	○○○●	○○○●	○○○●
	Burien	○○○●	○○○●	○●●●	○○○●	○○○●	○○○●	○○○●	○○○●	○○○●

Partner Benefit Assessment: Study Area

