

AGENDA

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

May 10, 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

ADMINISTRATION REPORT

Item 1: RECOLOGY UPDATE

CONSENT CALENDAR

Page 1 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through May 2, 2018 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#153899-154002	\$ 671,354.24
Electronic Wire Transfers	#1026-1038	\$ 302,204.44
Payroll Checks	#19039-19039	\$ 2,500.78
Payroll Direct Deposit	#160001-160159	\$ 321,368.31
Total Checks and Wires for A/P and Payroll:		\$1,297,463.77

Page 3 Item 2: TRANSPORTATION GATEWAY PROJECT: S 216TH STREET SEGMENT 3 IMPROVEMENTS RIGHT-OF-WAY ACQUISITIONS

Motion 1 is to approve and accept a permanent Utility Easement (105 SF) and a permanent Wall Easement (597 SF) on Parcel Number #200800-0571, owned by Soeng Choun & Maui S. Srey and provide compensation to the owner of \$745.50 for said utility easement, and \$9,629.66 for said Wall easement, \$754.02 for a temporary construction easement, as well as \$590 for property improvements for a total \$9,720 (rounded), plus reasonable closing costs, and to authorize the City Manager to sign the Easements and Real Property Voucher Agreement substantially in the form submitted.

Motion 2 is to approve and accept a permanent Utility Easement (35 Sf) on Parcel #200800-0580, owned by Eugene P. Min, and provide compensation to the owner of \$249 for said easement as well as \$970 for property damages for a total of \$1,219 (rounded), plus reasonable closing costs, and to authorize the City Manager to sign the Utility Easement and Real Property Voucher substantially in the form submitted.

Motion 3 is to approve and accept a permanent Utility Easement (33 SF) on Parcel #200800-010, owned by Alan K. Biery and Lynn M. Biery, as well as provide compensation to the owners in the amount of \$234.30 for said easement as well as damages in the amount of \$40 for a total of \$275 (rounded), plus reasonable closing costs, and to authorize the City Manager to sign the Utility Easement and Real Property Voucher Agreement substantially in the form as submitted.

Motion 4 is to approve and accept a permanent Utility Easement (74 SF) on Parcel #200820-010, owned by Terry A. Leffard, as well as provide compensation to the owner in the amount of \$525.40 for said easement as well as damages in the amount of \$120 for a total of \$646 (rounded), plus reasonable closing costs, and to authorize the City Manager to sign the Utility Easement and Real Property Voucher Agreement substantially in the form as submitted.

Motion 5 is to approve and accept the permanent Utility Easement (50 SF) on Parcel #894414-0000, owned by Villa Enzian Condominium Homeowners Association, as well as provide compensation to the owners in the amount of \$374.25 for said easement as well as damages in the amount of \$240 for a total of \$615 (rounded), plus reasonable closing costs, and to authorize the City Manager to sign the Utility Easement and Real Property Voucher Agreement substantially in the form as submitted.

Page 63 Item 3: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DES MOINES AND TEAMSTERS LOCAL 763 ("TEAMSTERS")
Motion is to approve the attached Memorandum of Understanding between the City of Des Moines and Teamsters Local 763 regarding medical plan options and cash-outs upon separation from employment, and to authorize the City Manager to sign the MOU substantially in the form as attached.

OLD BUSINESS

Page 101 Item 1: STAFF UPDATE ON FEDERAL WAY LINK EXTENSION (FWLE)
CONSTRUCTION AND SERVICE OPERATIONS NOISE AND NOISE
MITIGATION
Staff Presentation: Chief Operations Officer Dan Brewer

EXECUTIVE SESSION

NEXT MEETING DATE

May 24, 2018 City Council Regular Meeting

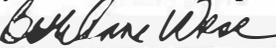
ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval
10-May-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 May 10, 2018 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through May 02, 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:


 Beth Anne Wroe, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	153899	- 154002	671,354.24
Electronic Wire Transfers	1026	- 1038	302,240.44
Total claims paid			973,594.68
Payroll Vouchers			
Payroll Checks	19039	- 19039	2,500.78
Direct Deposit	160001	- 160159	321,368.31
Total Paychecks/Direct Deposits paid			323,869.09
Total checks and wires for A/P & Payroll			1,297,463.77

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Transportation Gateway Project:
S. 216th Street Segment 3 Improvements
Right-of-Way Acquisitions
Parcel #200800-0571, M. Srey, #5
Parcel #200800-0580, E. Min, #6
Parcel #200800-0010, A. Biery, # 9
Parcel #200820-0010, T. Leffard #10
Parcel #894414-0000, Villa Enzian #16

ATTACHMENTS:

1. Srey (Plan #5) Wall and Utility Easements
2. Min (Plan #6) Utility Easement
3. Biery, (Plan #9) Utility Easement
4. Leffard (Plan #10) Utility Easement
5. Villa Enzian Condominiums (Plan #16)
Utility Easement
6. Status ROW Acquisition - Graphic
7. CIP Budget S. 216th St Segment 3

AGENDA OF: May10, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 3, 2018

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DJB

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation:

The purpose of this agenda item is to seek City Council approval for establishment of utility, slope, wall and/or sidewalk easements to construct S. 216th Street Improvements consistent with the Right of Way Plan for properties fronting the street. The following motions will appear on the Consent Calendar:

Suggested Motions:

1. "I move to approve and accept a permanent Utility Easement (105 SF) and a permanent Wall Easement (597 SF) on Parcel Number #200800-0571, owned by Soeng Choun & Maui S. Srey and provide compensation to the owner of \$745.50 for said utility easement, and \$9629.66 for said Wall easement, \$754.02 for a temporary construction easement, as well as \$590 for property improvements for a total of **\$9,720** (rounded) , plus reasonable closing costs, and to authorize the City Manager to sign the Easements and Real Property Voucher Agreement substantially in the form submitted."
2. "I move to approve and accept a permanent Utility Easement (35 SF) on Parcel #200800-0580, owned by Eugene P. Min, and provide compensation to the owner of \$249 for said easement as well as \$970 for property damages for a total of **\$1,219** (rounded), plus reasonable closing costs, and to authorize the City Manager to sign the Utility Easement and Real Property Voucher Agreement substantially in the form submitted."
3. "I move to approve and accept a permanent Utility Easement (33 SF) on Parcel #200800-010, owned by Alan K. Biery and Lynn M. Biery , as well as provide compensation to the owners in the amount of \$234.30 for said easement as well as damages in the amount of \$40 for a total of **\$275** (rounded), plus reasonable closing costs, and to authorize the City Manager to sign the Utility Easement and Real Property Voucher Agreement substantially in the form as submitted ."
4. "I move to approve and accept a permanent Utility Easement (74 SF) on Parcel #200820- 010, owned by Terry A. Leffard, as well as provide compensation to the owner in the amount of \$525.40 for said easement as well as damages in the amount of \$120 for a total of **\$646** (rounded), plus reasonable closing costs, and to authorize the City Manager to sign the Utility Easement and Real Property Voucher Agreement substantially in the form as submitted."
5. "I move to approve and accept the permanent Utility Easement (50 SF) on Parcel #894414-0000, owned by Villa Enzian Condominium Homeowners Association, as well as provide compensation to the owners in the amount of \$374.25 for said easement as well damages in the amount of \$240 for a total of **\$615** (rounded), plus reasonable closing costs, and to authorize the City Manager to sign the Utility Easement and Real Property Voucher Agreement substantially in the form as submitted."

Background:

In order to facilitate the widening of the S. 216th Street, Segment #3 of the Transportation Gateway Project, CIP Project #319.334, easements are necessary to secure property for placement of underground utilities, walls, slopes and sidewalks. The requested action is consistent with the Council motion of January 16, 2018 approving the ROW plan and the start of the right of way acquisition phase for the improvements. Segment 3 is the last link for the S. 216th Street improvements west of State Route 99, collectively known as the City of Des Moines Transportation Gateway Project.

Discussion:

Design of this project is 85% complete including the SEPA Declaration of Non-Significance (DNS) issued on November 8, 2017. KPG's licensed surveyor has prepared legal descriptions and the right of way plan, with minor modifications, is consistent with that endorsed by the City Council on January 11, 2018. Costs for settlement agreements (vouchers) associated with this agenda are **\$12,555**, plus closing and administrative costs. The easements permit the City, and its assigns, to access, install and maintain utilities, walls, slopes and sidewalks as well as authorize the owner to make use of these properties where there are no conflicts (i.e. landscaping, access, etc.).

Individual meetings are being held with each of these owners including discussions of how best to coordinate plans and construction, presentation of offers, and making settlements, subject to Council approval. All offers are administrative, based upon evaluation of comparable sales, and recommended by a qualified, independent right of way agent, Res Group NW. These values were as documented in the project's Preliminary Funding Estimate (PFE) and approved as Administrative Offers. Sonja Davis, RES Group NW, employed by the City through the KPG engineering contract, prepared the PFE and recommended offers. Owners are reimbursed for damages (i.e. lost landscaping, hedges, shrubs, trees, etc.) or for temporary construction easements where it is not possible to build the project without modification of adjoining property. Fences are moved and/or replaced as needed.

No appraisals are required for this project in accordance with the City's Right of Way procedures as all values are under \$20,000. The City has powers of condemnation, but it is not anticipated that the City will need to fully exercise these powers as no owners have objected to the project.

Notwithstanding minor design changes, there are 27 properties adjoining the project. Twelve (12) of these properties only require construction licenses to enter properties and match the improvements. Fifteen (15) properties require easements or fee simple acquisitions that are subject to compensation and acceptance by the City Council. Included herein are 5 of the 15 properties referenced above. The other settlements will be subsequently forwarded to the Council as offers are accepted by the owners.

Attachment 6 illustrates the status of ROW acquisition. Time is of the essence as these acquisitions and/or property possession is required prior to bidding the project in the 4th quarter of 2018, followed by construction in the first quarter of 2019.

The City will match said improvements to all adjacent properties. The City will also agree to maintain access to these properties during construction and will restore the properties as close to the "before" condition as possible. Consistent with other Gateway Project improvements, City's contract will underground all overhead electrical and communication lines along the corridor, including some secondary service connections where needed to avoid construction delays and cost increases.

Alternatives:

The final design and alignment for the roadway requires these easements. An effort was made to only require easements where there was inadequate right of way to accommodate the improvements. Other alternatives are currently unavailable.

Financial Impact:

Funds for acquisition of this easement were approved as part of the City of Des Moines 2018 budget (Attachment 7). These acquisitions are funded, in part, by a grant from the Washington State Transportation Improvement Board.

Recommendation/Conclusion:

Staff recommends the Council approve the proposed motions.

Concurrence:

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

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After Recording, Return to:
CITY OF DES MOINES
ATTN: CITY ATTORNEY
21630 11th Avenue South, Suite C
Des Moines, WA 98198

WALL EASEMENT

Plan Parcel No.	5
Grantor(S)	CHOEUN SOENG and MAUI S. SREY
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Abbreviated Legal Description:	PTN TRACT 57, DES MOINES TERRACE, VOL. 63, P. 45, KING COUNTY, ALSO KNOWN AS PARCEL A, CITY OF DES MOINES LLA NO. DM-LLA-93-086, REC. 9403039007
Additional Legal(s)	Exhibit A and A-1, attached hereto and made part of
Assessor's Tax Parcel ID#:	200800-0571

Transportation Gateway Project
South 216th Street Improvement, Segment 3
11th Ave S. to 20th Ave S.

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2018, by and between CHOEUN SOENG and MAUI S. SREY, each as their separate Estate ("Grantor" herein), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein),

WITNESSETH:

- Grant of Easement.** The Grantors, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt of which is hereby

acknowledged, hereby grant and convey to the City of Des Moines, a municipal corporation of the State of Washington, its contractors, employees, agents, successors and assigns, (Grantee), for the purposes set forth herein, a non-exclusive perpetual easement for constructing and maintaining roadway walls and slopes in excavation and /or embankment ("Easement" herein) over, under, along, across, and through the following described real property ("Easement Area" herein) in King County, Washington.

2. Property Subject to Easement

a. **Property Description.** The Property subject to this Easement is legally described and shown in Exhibit "A" and Exhibit "A-1" attached hereto and incorporated by reference.

b. **Easement Areas.** Except as is otherwise set forth herein, Grantee's rights shall be exercised only upon that portion of the property legally described in Exhibit "A" and Exhibit "A-1" ("Easement Areas" herein) attached hereto and incorporated by reference.

3. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, and walls and/or slopes in excavation and/or embankment, and other associated features within the Easement Areas for the purpose constructing and maintaining roadway side slopes.
4. **Access.** Grantee shall have the right of access to the Easement Areas over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.
5. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Areas. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, tree or other vegetation in the Easement Area.
6. **Grantor's Use of Easement Area.** Grantors reserve the right to use the Easement Areas for any purpose so long as the use does not interfere with the Easement rights herein granted. Grantors may install groundcover and shrub landscaping plantings within the Easement Area with Grantee's prior written consent. Grantors shall not alter the ground surface and subsurface with the Easement Area by excavation, placement of fill material, or installation of any wall or rockery, without written consent from the Grantee's Public Works Director or authorized designee. Grantee's prior written consent, where required, shall not be unreasonably withheld. Grantor shall not construct or maintain any buildings within the Easement Areas.
7. **Indemnity.** Grantee agrees to indemnify Grantors from and against liability incurred by Grantors as result of Grantee's negligence in the exercise of the rights herein granted to

Grantee, but nothing herein shall require Grantee to indemnify Grantors for that portion of any such liability attributable to the negligence of Grantors or the negligence of others.

8. **Covenant Running with the Land.** This Easement shall be covenant running with the land and shall forever bind Grantors, their heirs, successors, and assigns.

DATED this 27 day of April, 2018.

GRANTOR(S):

Cheun Soeng
CHEUN SOENG
Maui Srey
MAUI S. SREY

GRANTEE:

CITY OF DES MOINES,
a Washington municipal corporation

By: _____
Michael Matthias, City Manager

Date: _____

At the direction of the Des Moines City Council during open meeting on the ___ day of _____, 2018.

APPROVED as to form only:

Tim George, City Attorney

Date: _____

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

I hereby certify that I know or have satisfactory evidence that Maui Sreef, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it to be his/her free and voluntary, act for the uses and purposes mentioned in this instrument.



Dated: 4/14/2018
Signature: [Signature]
Notary Public in and for the WA
Notary (print name): Sonja Y. Davis
Residing at: Kirkland
My appointment expires: 12/20/2019

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

I hereby certify that I know or have satisfactory evidence that Chpeun Soeng, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it to be his/her free and voluntary, act for the uses and purposes mentioned in this instrument.



Dated: 4/27/2018
Signature: [Signature]
Notary Public in and for the WA
Notary (print name): Sonja Y. Davis
Residing at: Kirkland
My appointment expires: 12/19/2019

EXHIBIT A
PARCEL NO. 200800-0571
WALL EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", DESCRIBED AS FOLLOWS:

THE SOUTH 9.00 FEET OF THE EAST 12.50 FEET;

CONTAINING 113 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE NORTH MARGIN OF SOUTH 216TH STREET;

THENCE NORTH 18° 05' 01" WEST ALONG THE WEST LINE OF SAID PARCEL "A", 5.33 FEET TO A LINE THAT IS 35.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTH 216TH STREET AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 87° 51' 30" EAST ALONG SAID PARALLEL LINE, 21.84 FEET;

THENCE SOUTH 02° 08' 30" WEST, 5.00 FEET TO SAID NORTH MARGIN;

THENCE SOUTH 87° 51' 30" EAST ALONG SAID NORTH MARGIN, 61.49 FEET;

THENCE NORTH 02° 08' 30" EAST, 7.00 FEET TO A LINE THAT IS 37.00 FEET NORTH OF AND PARALLEL WITH SAID CENTERLINE OF SAID SOUTH 216TH STREET;

THENCE NORTH 87° 51' 30" WEST ALONG SAID PARALLEL LINE, 6.50 FEET;

THENCE SOUTH 02° 08' 30" WEST, 2.00 FEET TO SAID LINE THAT IS 35.00 FEET NORTH OF AND PARALLEL WITH SAID CENTERLINE OF SAID SOUTH 216TH STREET;

THENCE NORTH 87° 51' 30" WEST ALONG SAID PARALLEL LINE, 49.00 FEET;

THENCE NORTH 02° 08' 30" EAST, 5.00 FEET TO A LINE THAT IS 40.00 FEET NORTH OF AND PARALLEL WITH SAID CENTERLINE OF SAID SOUTH 216TH STREET;

THENCE NORTH 87° 51' 30" WEST, 24.35 FEET;

THENCE NORTH 18° 05' 01" WEST, 5.01 FEET;

THENCE SOUTH 71° 54' 59" WEST, 5.00 FEET TO SAID WEST LINE OF SAID PARCEL "A";

THENCE SOUTH 18° 05' 01" EAST, 8.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 485 SQUARE FEET, MORE OR LESS.

TOTAL WALL EASEMENT CONTAINING 598 SQUARE FEET, MORE OR LESS.

5-WALL.DOCX

Page 1 of 2
KPG
TACOMA · SEATTLE

PARCEL "A":

(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 2723646, DATED DECEMBER 11, 2017)

THAT PORTION OF TRACT 57, DES MOINES TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 63 OF PLATS AT PAGE 45, IN KING COUNTY, WASHINGTON, LYING SOUTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 57;

THENCE SOUTH 18°04'46" EAST 70.40 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 57 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 62°33'31" EAST 18.63 FEET;

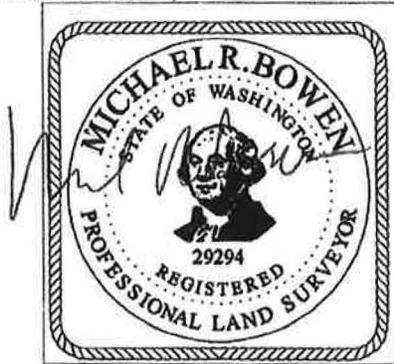
THENCE SOUTH 71°24'23" EAST 26.51 FEET;

THENCE NORTH 72°17'33" EAST 10.33 FEET;

THENCE NORTH 63°36'38" EAST 43.44 FEET;

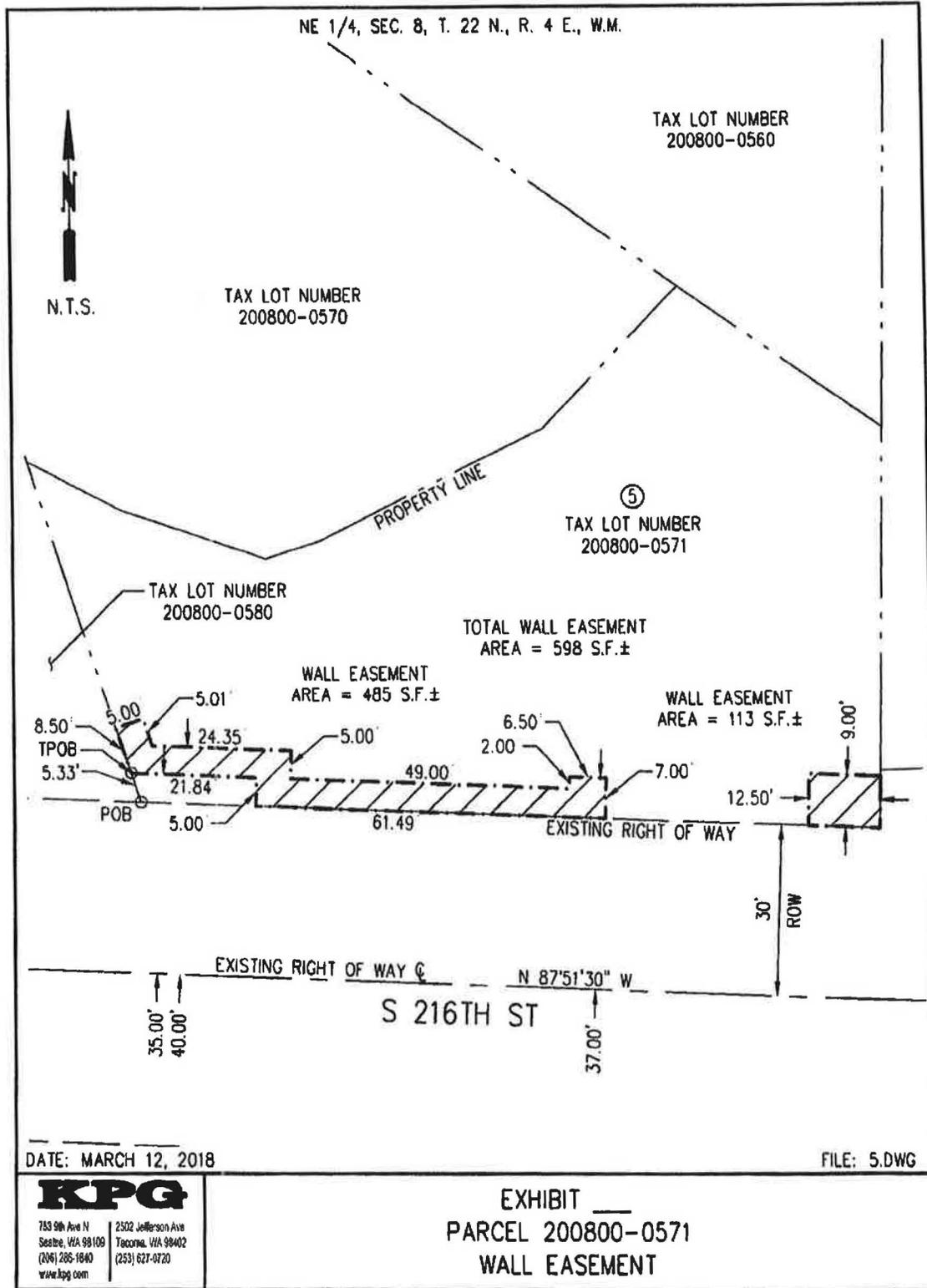
THENCE NORTH 44°17'55" EAST 35.01 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 57 A DISTANCE OF 116.86 FEET SOUTHEASTERLY FROM THE MOST NORTHERLY CORNER OF SAID LOT 57.

(ALSO KNOWN AS PARCEL A, CITY OF DES MOINES LOT LINE ADJUSTMENT NO. DM-LLA-93-086, RECORDED UNDER RECORDING NO. 9403039007, RECORDS OF KING COUNTY, WASHINGTON.)



3/16/2018

EXHIBIT A-1



After Recording, Return to:
 CITY OF DES MOINES
 ATTN: CITY ATTORNEY
 21630 11th Avenue South, Suite C
 Des Moines, WA 98198

UTILITY EASEMENT

Parcel Plan Number	5
Grantors:	CHOEUN SOENG and MAUI S. SREY
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Abbreviated Legal Description:	PTN TRACT 57, DES MOINES TERRACE, VOL. 63, P. 45, KING COUNTY, ALSO KNOWN AS PARCEL A, CITY OF DES MOINES LLA NO. DM-LLA-93- 086, REC. 9403039007
Additional Legal(s)	Exhibit A and A-1, attached hereto and made part of
Assessor's Tax Parcel ID#:	200800-0571

Transportation Gateway Project
South 216th Street Improvement, Segment 3
11th Ave S. to 20th Ave S.

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2018, by and between CHOEUN SOENG and MAUI S. SREY, each as their separate Estate, ("Grantor" herein), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein),

WITNESSETH:

- 1. Grant of Easement.** The Grantors, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grant and convey to the City of Des Moines, a municipal corporation of the State of Washington, its contractors, employees, agents, successors, franchisors and assigns, (Grantee), for the purposes set forth herein, a non- exclusive perpetual easement for the placement, operation, and maintenance of public and private utility equipment ("Easement" herein) over, under, along,

across, and through the following described real property ("Easement Area" herein) in King County, Washington.

2. **Property Subject to Easement**

a. **Property Description.** The Property subject to this Easement is legally described and shown in Exhibit "A" and Exhibit "A-1" attached hereto and incorporated by reference.

b. **Easement Areas.** Except as is otherwise set forth herein, Grantee's rights shall be exercised only upon that portion of the property legally described in Exhibit "A" and Exhibit "A-1" ("Easement Areas" herein) attached hereto and incorporated by reference.

3. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, and enlarge utility structures and associated features within the Easement Areas for the purpose of constructing and maintaining utilities. Such utilities may include, but is not limited to:

4. **Utility Features.**

Above and below ground handholes, conduits, vaults, switches, pedestals, transformers, fire hydrant connection, water meters, valves, and all other facilities and/or appurtenances necessary and/or convenient to any and/or all of the forgoing.

Following the initial construction of all and/or portion of its utility features, Grantee may, from time to time, construct such additional facilities as it may require for such utility features.

4. **Access.** Grantee shall have the right of access to the Easement Areas over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

5. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Areas. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, tree or other vegetation in the Easement Area.

6. **Grantor's Use of Easement Area.** Grantors reserve the right to use the Easement Areas for any purpose so long as the use does not interfere with the Easement rights herein granted. Grantors may install groundcover and shrub landscaping plantings within the Easement Area with Grantee's prior written consent. Grantors shall not alter the ground surface and subsurface with the Easement Area by excavation, placement of fill material, or installation of any wall or rockery, without Grantee's Public Works Director, or authorized designee, prior written consent. Grantee's prior written consent, where required, shall not be unreasonably withheld. Grantor shall not construct or maintain any buildings within the Easement Areas.

7. **Indemnity.** Grantee agrees to indemnify Grantors from and against liability incurred by Grantors as result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantors for that portion of any such liability attributable to the negligence of Grantors or the negligence of others.

8. **Covenant Running with the Land.** This Easement shall be covenant running with the land and shall forever bind Grantors, their heirs, successors, and assigns.

9. **Assignment.** Grantee shall have the right to assign this Easement to franchised utilities in the event that Grantee need to request underground of overhead lines; provided, however just compensation and have waived said rights.

DATED this 27 day of April, 2018.

GRANTOR(S):

Cheun Soeng
CHEUN SOENG

Maui Srey
MAUI S. SREY

GRANTEE:

CITY OF DES MOINES,
a Washington municipal corporation

By: Michael Matthias, City Manager

Date:

At the direction of the Des Moines City Council during open public meeting on the ___ day of _____, 2018.

APPROVED as to form only:

Tim George, City Attorney

Date

STATE OF WASHINGTON }
 }
 } SS.
COUNTY OF KING }

I hereby certify that I know or have satisfactory evidence that Maui Sreef, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it to be his/her free and voluntary, act for the uses and purposes mentioned in this instrument.



Dated: 4/14/2018
Signature: [Handwritten Signature]
Notary Public in and for the WA
Notary (print name): Sonja Y Davis
Residing at: Kirkland
My appointment expires: 12/20/2019

STATE OF WASHINGTON }
 }
 } SS.
COUNTY OF KING }

I hereby certify that I know or have satisfactory evidence that Choeun Soeng, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it to be his/her free and voluntary, act for the uses and purposes mentioned in this instrument.



Dated: 4-27-2018
Signature: [Handwritten Signature]
Notary Public in and for the WA
Notary (print name): Sonja Y. Davis
Residing at: Kirkland
My appointment expires: 12/20/2019

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

This instrument was acknowledged before me on _____(date of acknowledgment) by Michael Matthias as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

Dated: _____
Signature: _____
Notary Public in and for the State of Washington
Notary (print name): _____
Residing at: _____
My appointment expires: _____

EXHIBIT A
PARCEL NO. 200800-0571
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE NORTH MARGIN OF SOUTH 216TH STREET;

THENCE NORTH 18° 05' 01" WEST ALONG THE WEST LINE OF SAID PARCEL "A", 5.33 FEET TO A LINE THAT IS 35.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTH 216TH STREET;

THENCE SOUTH 87° 51' 30" EAST ALONG SAID PARALLEL LINE, 21.84 FEET;

THENCE SOUTH 02° 08' 30" WEST, 5.00 FEET TO SAID NORTH MARGIN;

THENCE NORTH 87° 51' 30" WEST ALONG SAID NORTH MARGIN, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 105 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 2723646, DATED DECEMBER 11, 2017)

THAT PORTION OF TRACT 57, DES MOINES TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 63 OF PLATS AT PAGE 45, IN KING COUNTY, WASHINGTON, LYING SOUTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 57;

THENCE SOUTH 18°04'46" EAST 70.40 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 57 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 62°33'31" EAST 18.63 FEET;

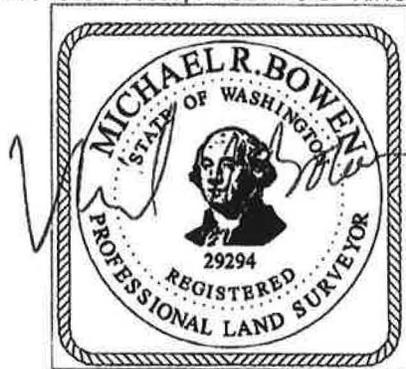
THENCE SOUTH 71°24'23" EAST 26.51 FEET;

THENCE NORTH 72°17'33" EAST 10.33 FEET;

THENCE NORTH 63°36'38" EAST 43.44 FEET;

THENCE NORTH 44°17'55" EAST 35.01 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 57 A DISTANCE OF 116.86 FEET SOUTHEASTERLY FROM THE MOST NORTHERLY CORNER OF SAID LOT 57.

(ALSO KNOWN AS PARCEL A, CITY OF DES MOINES LOT LINE ADJUSTMENT NO. DM-LLA-93-086, RECORDED UNDER RECORDING NO. 9403039007, RECORDS OF KING COUNTY, WASHINGTON.)



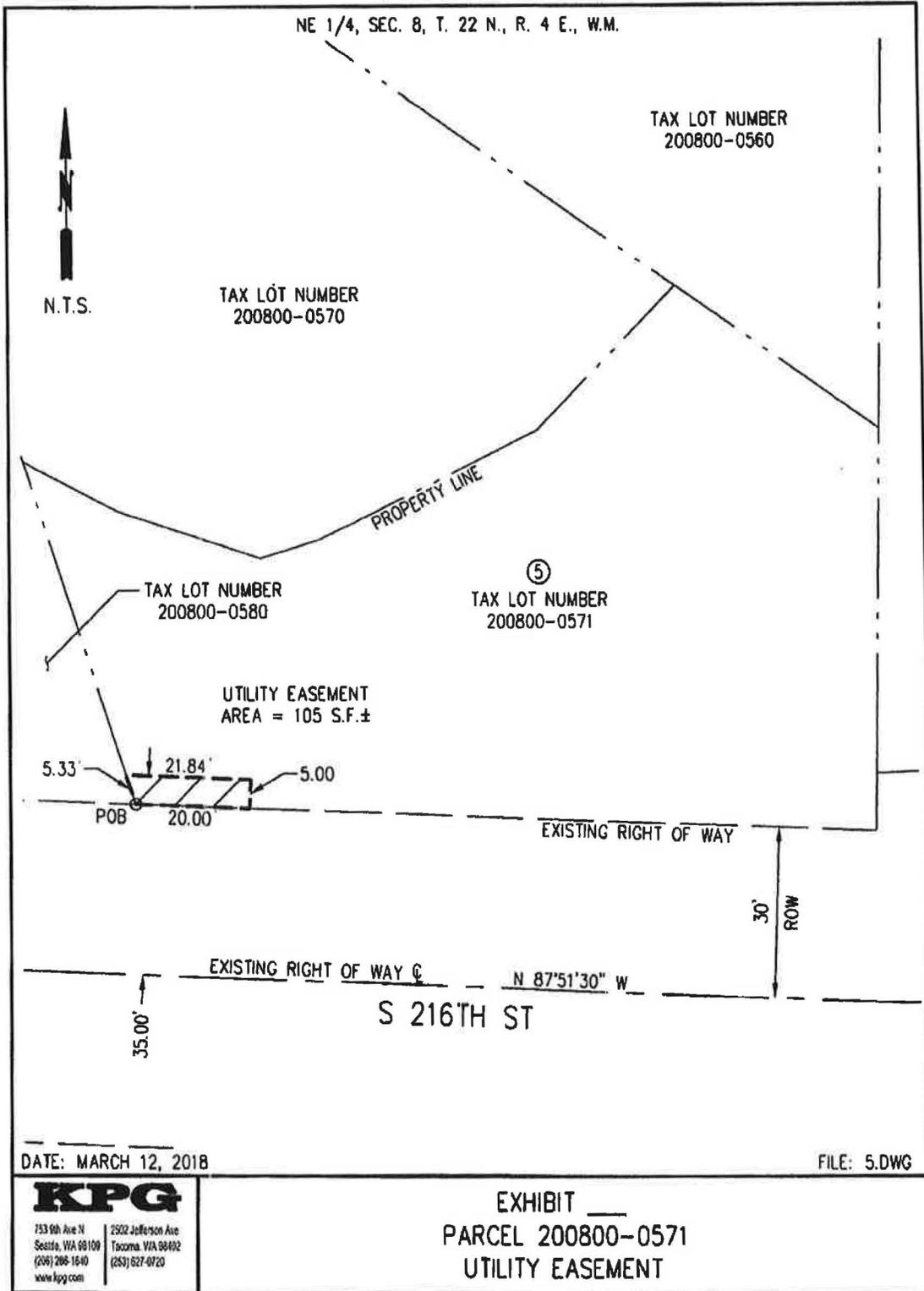
3/16/2018

5-UTIL.DOCX

Page 1 of 1

KPG
TACOMA · SEATTLE

EXHIBIT A-1



REAL PROPERTY VOUCHER AGREEMENT

<p style="text-align: center;">AGENCY NAME</p> <p>City of Des Moines Public Works Department 21630 11th AVE South, Suite C Des Moines, WA 98198 Phone: (206) 870-6522</p>	<p>I hereby agree to the terms and conditions listed below and hereby certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Claimant: <i>(Sign in Ink)</i></p>
<p style="text-align: center;">GRANTOR or CLAIMANT</p> <p>Choeun Soeng and Maui S. Srey 1432 S. 216th St Des Moines, WA 98198</p>	<p>By: <u>Maui Srey</u> Owner/Authorized Representative Date: <u>3/31/18</u></p>
<p>Re: Transportation Gateway Project, South 216th Street, Segment 3 – (11th Ave S. to 20th Ave S.)</p>	<p>TAX PARCEL NUMBER: 200800-0571 PROJECT PARCEL NUMBER: 5</p>
<p>In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth In Attached Documents: Utility Easement Date: <u>3/31/18</u> Wall Easement Date: <u>3/31/18</u></p>	AMOUNT
<p>For All Lands Convey: Permanent Wall Easement: 597SF @ \$14.20/SF @ 90% Permanent Utility Easement: 105 SF @ \$14.20/SF @ 50% Temporary Construction Easement: 531SF @ 14.20/SF @ 10% For All Improvements: For All Damages: 3 large evergreen trees \$295 ea. Less Special Benefits: Statutory Evaluation Allowance</p>	<p>+ \$ + \$7,629.66 + \$ 745.50 + \$ 754.02 + \$ + \$ 590.00 + \$</p>
JUST COMPENSATION	\$9,720.00 (r)
<p>Legal / Administrative: Other Items: Deductions:</p>	<p>+ \$</p>
FINAL SETTLEMENT	\$9,720.00
SUBTOTAL	\$
TOTAL AMOUNT TO BE PAID:	\$9,720.00
<p>Right-of-Way Agent: Sonja Davis</p> <p>By: <u>Sonja Davis</u> Date: <u>3/31/2018</u></p> <p>The City of Des Moines agrees to the terms and conditions listed above.</p> <p>By: _____ Date: _____</p>	

After Recording, Return to:
 CITY OF DES MOINES
 ATTN: CITY ATTORNEY
 21630 11th Avenue South, Suite C
 Des Moines, WA 98198

UTILITY EASEMENT

Parcel Plan Number	6
Grantors:	Eugene P. Min
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Abbreviated Legal Description:	LOT 58, DES MOINES TERRACE, ACCORDING TO THE PLT THEREOF RECORDED IN VOL. 63 OF PLTS, PG 45, RECORDS OF KING COUNTY
Additional Legal(s)	Exhibit A and A-1, attached hereto and made part of
Assessor's Tax Parcel ID#:	200820-0580

Transportation Gateway Project
South 216th Street Improvement, Segment 3
11th Ave S. to 20th Ave S.

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2018, by and between EUGENE P. MIN, as his sole and separate property, ("Grantor" herein), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein),

WITNESSETH:

- Grant of Easement.** The Grantors, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grant and convey to the City of Des Moines, a municipal corporation of the State of Washington, its contractors, employees, agents, successors, franchisors and assigns, (Grantee), for the purposes set forth herein, a non- exclusive

perpetual easement for the placement, operation, and maintenance of public and private utility equipment (“Easement” herein) over, under, along, across, and through the following described real property (“Easement Area” herein) in King County, Washington.

2. Property Subject to Easement

a. **Property Description.** The Property subject to this Easement is legally described and shown in Exhibit “A” and Exhibit “A-1” attached hereto and incorporated by reference.

b. **Easement Areas.** Except as is otherwise set forth herein, Grantee’s rights shall be exercised only upon that portion of the property legally described in Exhibit “A” and Exhibit “A-1” (“Easement Areas” herein) attached hereto and incorporated by reference.

3. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, and enlarge utility structures and associated features within the Easement Areas for the purpose of constructing and maintaining utilities. Such utilities may include, but is not limited to:

4. **Utility Features.**

Above and below ground handholes, conduits, vaults, switches, pedestals, transformers, fire hydrant connection, water meters, valves, and all other facilities and/or appurtenances necessary and/or convenient to any and/or all of the forgoing.

Following the initial construction of all and/or portion of its utility features, Grantee may, from time to time, construct such additional facilities as it may require for such utility features.

4. **Access.** Grantee shall have the right of access to the Easement Areas over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

5. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Areas. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, tree or other vegetation in the Easement Area.

6. **Grantor’s Use of Easement Area.** Grantors reserve the right to use the Easement Areas for any purpose so long as the use does not interfere with the Easement rights herein granted. Grantors may install groundcover and shrub landscaping plantings within the Easement Area with Grantee’s prior written consent. Grantors shall not alter the ground surface and subsurface with the Easement Area by excavation, placement of fill material,

or installation of any wall or rockery, without Grantee's Public Works Director, or authorized designee, prior written consent. Grantee's prior written consent, where required, shall not be unreasonably withheld. Grantor shall not construct or maintain any buildings within the Easement Areas.

- 7. **Indemnity.** Grantee agrees to indemnify Grantors from and against liability incurred by Grantors as result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantors for that portion of any such liability attributable to the negligence of Grantors or the negligence of others.
- 8. **Covenant Running with the Land.** This Easement shall be covenant running with the land and shall forever bind Grantors, their heirs, successors, and assigns.
- 9. **Assignment.** Grantee shall have the right to assign this Easement to franchised utilities in the event that Grantee need to request underground of overhead lines; provided, however just compensation and have waived said rights.

DATED this 29 day of March, 2018.

GRANTOR(S):



Eugene P. Min

GRANTEE:

CITY OF DES MOINES,
a Washington municipal corporation

By: Michael Matthias, City Manager

Date: _____

At the direction of the Des Moines City Council during open public meeting on the ___ day of _____, 2018.

APPROVED as to form only:

Tim George, City Attorney

_____ Date

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

I hereby certify that I know or have satisfactory evidence that Eugen P. Meri, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it to be his/her free and voluntary, act for the uses and purposes mentioned in this instrument.



Dated: 3/29/2018
Signature: [Handwritten Signature]
Notary Public in and for the WA
Notary (print name): Sonja Y Davis
Residing at: Kirkland
My appointment expires: 12/20/19

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

This instrument was acknowledged before me on _____ (date of acknowledgment) by Michael Matthias as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

Dated: _____
Signature: _____
Notary Public in and for the State of Washington
Notary (print name): _____
Residing at: _____
My appointment expires: _____

EXHIBIT A
PARCEL NO. 200820-0580
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE NORTH MARGIN OF SOUTH 216TH STREET;

THENCE NORTH 87° 51' 30" WEST ALONG SAID NORTH MARGIN, 8.00 FEET;

THENCE NORTH 02° 08' 30" EAST, 5.00 FEET;

THENCE SOUTH 87° 51' 30" EAST, 6.16 FEET TO THE EAST LINE OF SAID PARCEL "A";

THENCE SOUTH 18° 05' 01" EAST ALONG SAID EAST LINE, 5.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 35 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 2723647, DATED DECEMBER 11, 2017)

LOT 58, DES MOINES TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 63 OF PLATS, PAGE 45, RECORDS OF KING COUNTY, WASHINGTON

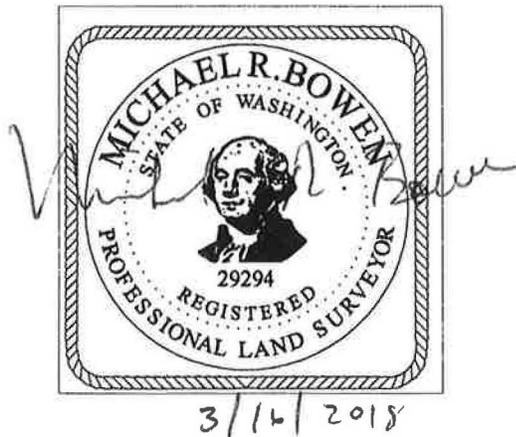
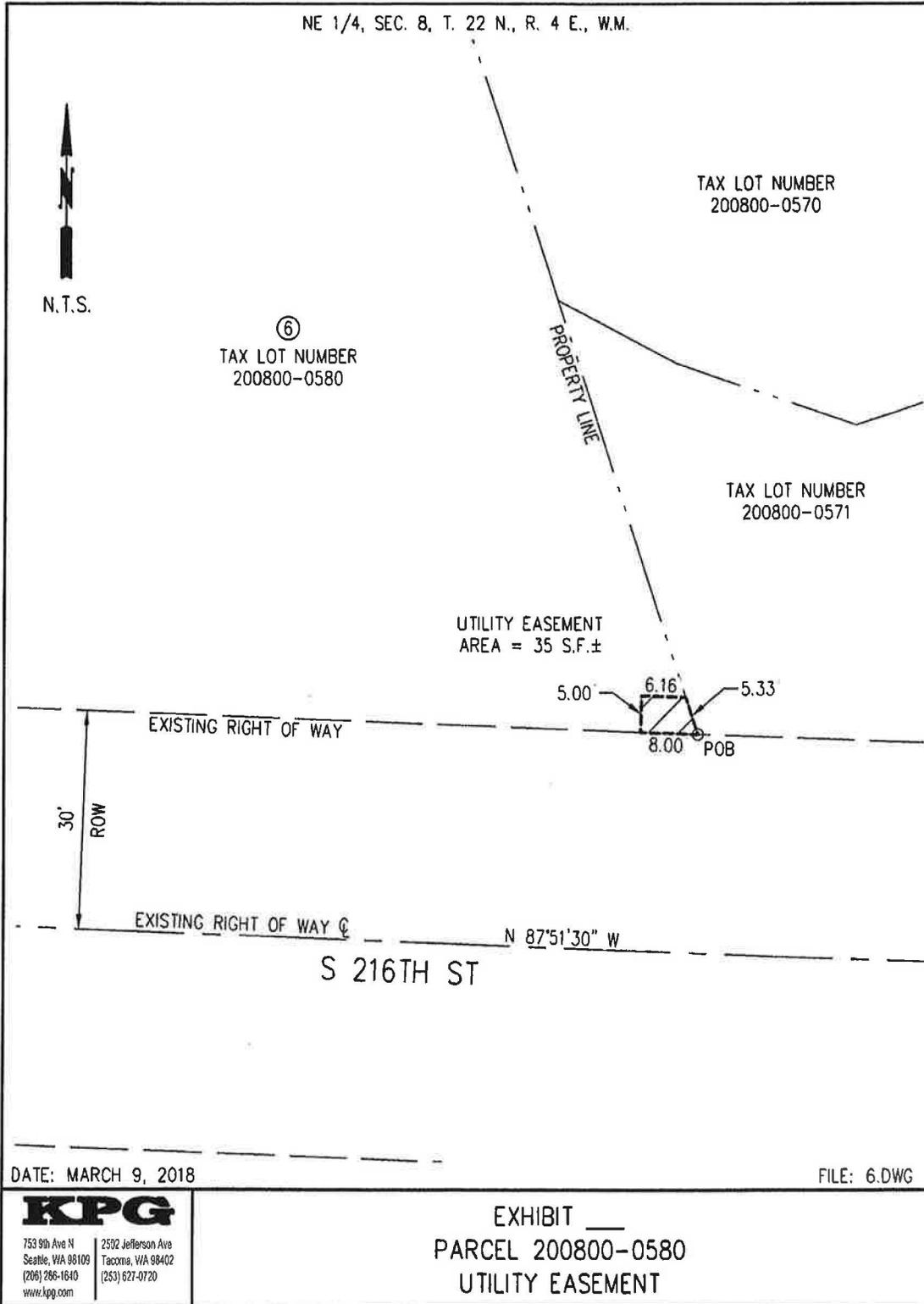
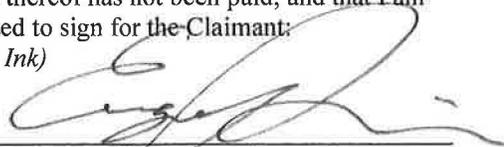
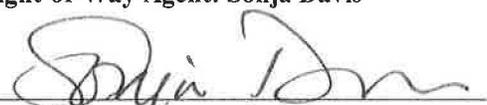


EXHIBIT A-1



REAL PROPERTY VOUCHER AGREEMENT ²⁹

<p style="text-align: center; border: 1px solid black; display: inline-block;">AGENCY NAME</p>	<p>I hereby agree to the terms and conditions listed below and hereby certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Claimant: (Sign in Ink)</p>
<p>City of Des Moines Public Works Department 21630 11th AVE South, Suite C Des Moines, WA 98198 Phone: (206) 870-6522</p>	<p>By:  Owner/Authorized Representative Date: <u>3/29/18</u></p>
<p style="text-align: center; border: 1px solid black; display: inline-block;">GRANTOR or CLAIMANT</p>	
<p>Eugene P. Min 1419 S. 515th Pl Des Moines, WA 98198</p>	
<p>Re: Transportation Gateway Project, South 216th Street, Segment 3 – (11th Ave S. to 20th Ave S.)</p>	<p>TAX PARCEL NUMBER: 200820-0580 PROJECT PARCEL NUMBER: 6</p>
<p>In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth In Attached Documents:</p>	
<p>Utility Easement Date: <u>3/29/18</u></p>	AMOUNT
<p>For All Lands Convey: Permanent Utility Easement: 35 SF @ \$14.20/SF @ 50%</p>	<p>+ \$ + \$248.50</p>
<p>For All Improvements: For All Damages: 7 evergreen trees @ \$115ea and 1 hedge @ \$165ea</p>	<p>+ \$ + \$970.00</p>
<p>Less Special Benefits: Statutory Evaluation Allowance</p>	<p>+ \$ + \$</p>
JUST COMPENSATION	\$1,219.00 (r)
<p>Legal / Administrative: Other Items: Deductions:</p>	<p>+ \$</p>
FINAL SETTLEMENT	\$1,219.00 (r)
SUBTOTAL	\$
TOTAL AMOUNT TO BE PAID:	\$1,219.00 (r)
<p>Right-of-Way Agent: Sonja Davis</p>	
<p>By: </p>	
<p>Date: <u>3/29/2018</u></p>	
<p>The City of Des Moines agrees to the terms and conditions listed above.</p>	
<p>By: _____</p>	
<p>Date: _____</p>	

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After Recording, Return to:
 CITY OF DES MOINES
 ATTN: CITY ATTORNEY
 21630 11th Avenue South, Suite C
 Des Moines, WA 98198

UTILITY EASEMENT

Parcel Plan Number	9
Grantors:	Alan K. Biery and Lynn M. Biery
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Abbreviated Legal Description:	LOT 1, DES MOINES TERRACE, ACCORDING TO THE PLT THEREOF RECORDED IN VOL. 63 OF PLTS, PG 45, RECORDS OF KING COUNTY
Additional Legal(s)	Exhibit A and A-1, attached hereto and made part of
Assessor's Tax Parcel ID#:	200800-0010

Transportation Gateway Project
South 216th Street Improvement, Segment 3
11th Ave S. to 20th Ave S.

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2018, by and between ALAN K. BIERY and LYNN M. BIERY, husband and wife, ("Grantors" herein), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein),

WITNESSETH:

- Grant of Easement.** The Grantors, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grant and convey to the City of Des Moines, a municipal

corporation of the State of Washington, its contractors, employees, agents, successors, franchisors and assigns, (Grantee), for the purposes set forth herein, a non- exclusive perpetual easement for the placement, operation, and maintenance of public and private utility equipment (“Easement” herein) over, under, along, across, and through the following described real property (“Easement Area” herein) in King County, Washington.

2. Property Subject to Easement

a. **Property Description.** The Property subject to this Easement is legally described and shown in Exhibit “A” and Exhibit “A-1” attached hereto and incorporated by reference.

b. **Easement Areas.** Except as is otherwise set forth herein, Grantee’s rights shall be exercised only upon that portion of the property legally described in Exhibit “A” and Exhibit “A-1” (“Easement Areas” herein) attached hereto and incorporated by reference.

3. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, and enlarge utility structures and associated features within the Easement Areas for the purpose of constructing and maintaining utilities. Such utilities may include, but is not limited to:

4. **Utility Features.**

Above and below ground handholes, conduits, vaults, switches, pedestals, transformers, fire hydrant connection, water meters, valves, and all other facilities and/or appurtenances necessary and/or convenient to any and/or all of the forgoing.

Following the initial construction of all and/or portion of its utility features, Grantee may, from time to time, construct such additional facilities as it may require for such utility features.

4. **Access.** Grantee shall have the right of access to the Easement Areas over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

5. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Areas. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, tree or other vegetation in the Easement Area.

6. **Grantor’s Use of Easement Area.** Grantors reserve the right to use the Easement Areas for any purpose so long as the use does not interfere with the Easement rights herein granted. Grantors may install groundcover and shrub landscaping plantings within the

Easement Area with Grantee’s prior written consent. Grantors shall not alter the ground surface and subsurface with the Easement Area by excavation, placement of fill material, or installation of any wall or rockery, without Grantee’s Public Works Director, or authorized designee, prior written consent. Grantee’s prior written consent, where required, shall not be unreasonably withheld. Grantor shall not construct or maintain any buildings within the Easement Areas.

- 7. **Indemnity.** Grantee agrees to indemnify Grantors from and against liability incurred by Grantors as result of Grantee’s negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantors for that portion of any such liability attributable to the negligence of Grantors or the negligence of others.
- 8. **Covenant Running with the Land.** This Easement shall be covenant running with the land and shall forever bind Grantors, their heirs, successors, and assigns.
- 9. **Assignment.** Grantee shall have the right to assign this Easement to franchised utilities in the event that Grantee need to request underground of overhead lines; provided, however just compensation and have waived said rights.

DATED this 10th day of April, 2018.

GRANTOR(S):

Alan K. Biery
Alan K. Biery

Lynn M. Biery
Lynn M. Biery

GRANTEE:

CITY OF DES MOINES,
a Washington municipal corporation

By: Michael Matthias, City Manager

Date:

At the direction of the Des Moines City Council during open public meeting on the ___ day of _____, 2018.

APPROVED as to form only:

Tim George, City Attorney

Date

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

I hereby certify that I know or have satisfactory evidence that **Alan K. Biery and Lynn M. Biery**, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be their free and voluntary, act for the uses and purposes mentioned in this instrument.



Dated: April 10, 2018
Signature: [Handwritten Signature]
Notary Public in and for the St. of Washington
Notary (print name): VICKI C. Sheckler
Residing at: Des Moines, WA 98198
My appointment expires: 04/29/2020

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

This instrument was acknowledged before me on _____ (date of acknowledgment) by Michael Matthias as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

Dated: _____
Signature: _____
Notary Public in and for the State of Washington
Notary (print name): _____
Residing at: _____
My appointment expires: _____

EXHIBIT A
PARCEL NO. 200800-0010
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING WEST, SOUTH, AND EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE NORTH MARGIN OF SOUTH 216TH STREET;

THENCE SOUTH 87° 51' 30" EAST ALONG SAID NORTH MARGIN, 83.56 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 02° 08' 30" EAST, 4.00 FEET;

THENCE SOUTH 87° 51' 30" EAST, 8.50 FEET;

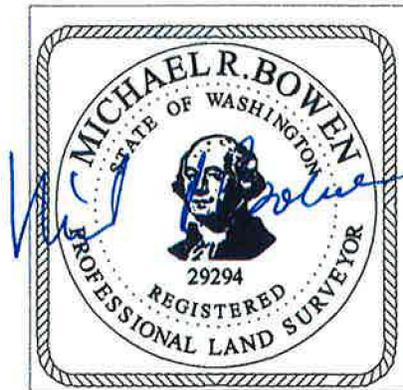
THENCE SOUTH 02° 08' 30" WEST, 3.46 FEET TO SAID NORTH MARGIN AND TERMINUS OF SAID LINE DESCRIPTION.

CONTAINING 33 SQUARE FEET, MORE OR LESS.

PARCEL "A":

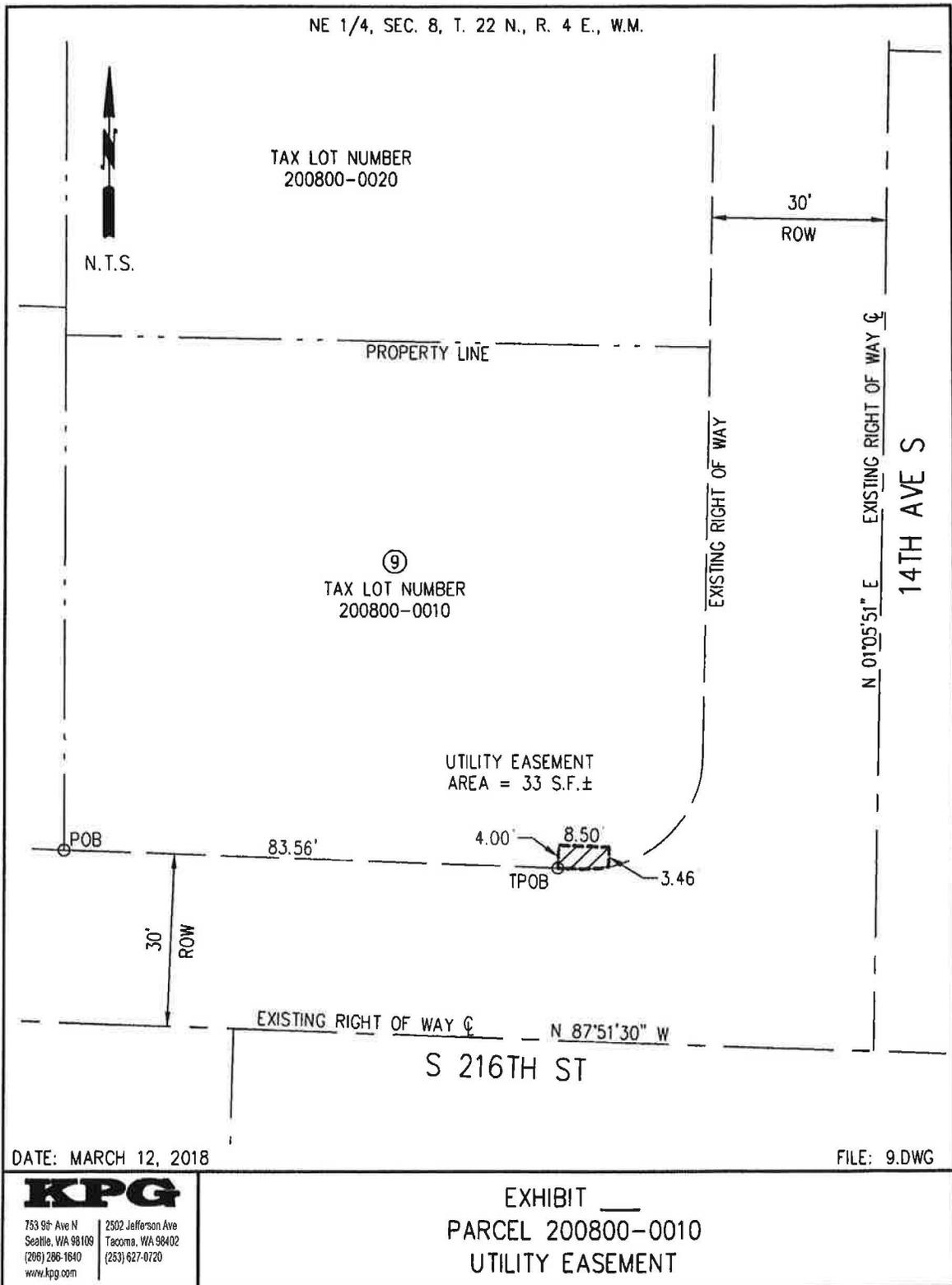
(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 2724892, DATED DECEMBER 11, 2017)

LOT 1, DES MOINES TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 63 OF PLATS, PAGE 45, IN KING COUNTY, WASHINGTON.



3/12/2018

EXHIBIT A-1

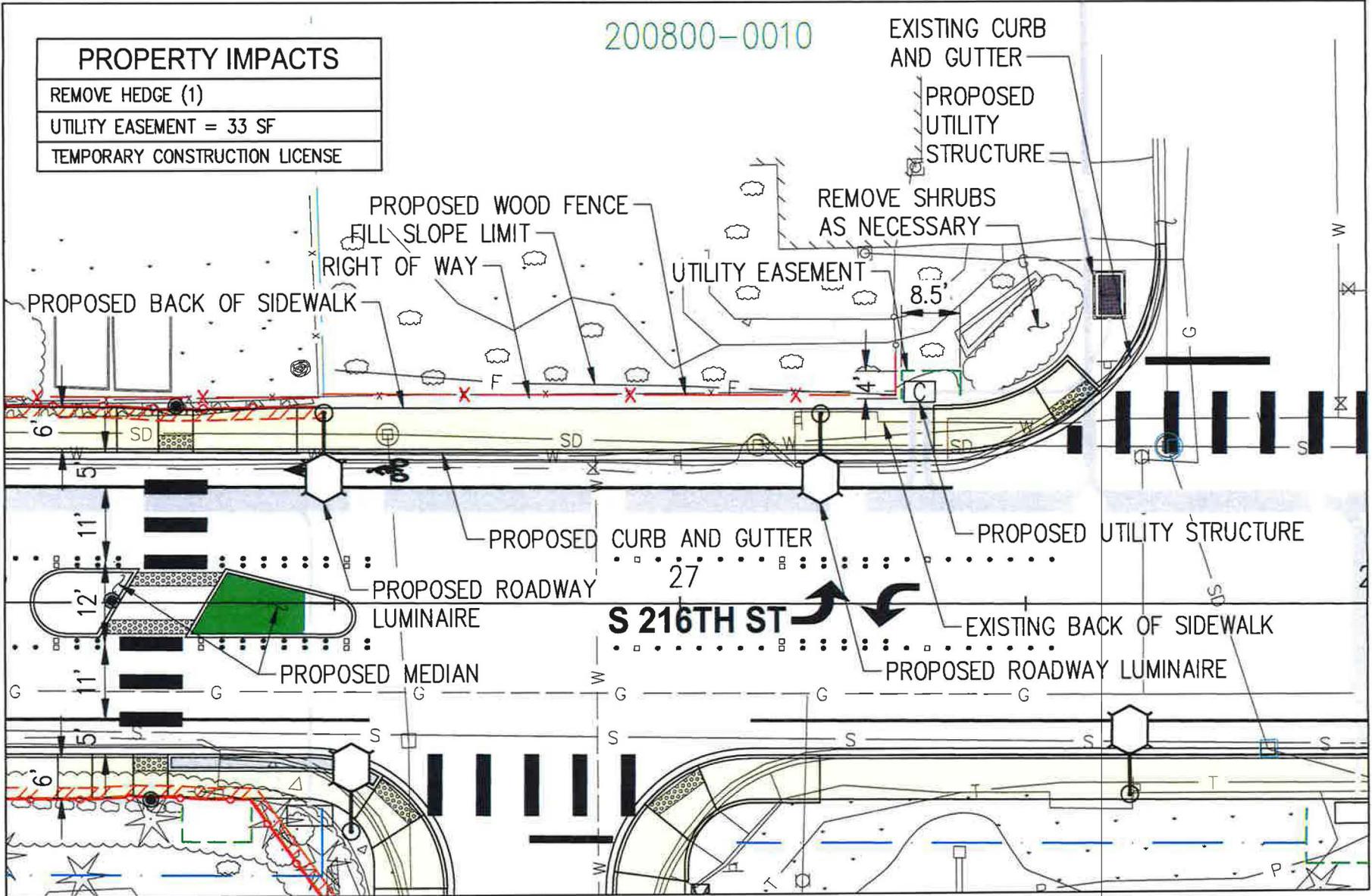


37 REAL PROPERTY VOUCHER AGREEMENT

<p style="text-align: center;">AGENCY NAME</p> <p>City of Des Moines Public Works Department 21630 11th AVE South, Suite C Des Moines, WA 98198 Phone: (206) 870-6522</p>	<p>I hereby agree to the terms and conditions listed below and hereby certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Claimant: (Sign in Ink)</p> <p>X <u><i>Alan K. Biery</i></u> By: <u><i>Lynn M. Biery</i></u> Owner/Authorized Representative Date: <u><i>April 10 2018</i></u></p>
<p style="text-align: center;">GRANTOR or CLAIMANT</p> <p>Alan K. Biery & Lynn M. Biery 21505 14th Ave S Des Moines, WA 98198</p>	<p>Re: Transportation Gateway Project, South 216th Street, Segment 3 – (11th Ave S. to 20th Ave S.)</p> <p>TAX PARCEL NUMBER: 200800-0010 PROJECT PARCEL NUMBER: 9</p>
<p>In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth In Attached Documents: Utility Easement Date: _____</p>	
<p>For All Lands Convey: Permanent Utility Easement: 33 SF @ \$14.20/SF @ 50% For All Improvements: For All Damages: 1 shrub @ \$40 ea. Less Special Benefits: Statutory Evaluation Allowance</p>	<p>AMOUNT</p> <p>+ \$ + \$234.30 + \$ + \$40.00 + \$ + \$</p>
<p>JUST COMPENSATION</p>	
<p>Legal / Administrative: Other Items: <i>PROVIDE & INSTALL 6' WOOD FENCE ON SOUTH PROP. LINE</i> Deductions: <i>PER APPROVED DETAIL (ATTACHED)</i></p>	<p>+ \$</p>
<p>FINAL SETTLEMENT</p>	
<p>SUBTOTAL</p>	
<p>TOTAL AMOUNT TO BE PAID:</p>	
<p>\$275.00 (r)</p>	
<p>Right-of-Way Agent: Sonja Davis</p> <p>_____ By:</p> <p>_____ Date</p> <p>The City of Des Moines agrees to the terms and conditions listed above.</p> <p>_____ By:</p> <p>_____ Date</p>	

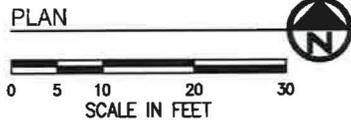
200800-0010

PROPERTY IMPACTS	
REMOVE HEDGE (1)	
UTILITY EASEMENT = 33 SF	
TEMPORARY CONSTRUCTION LICENSE	



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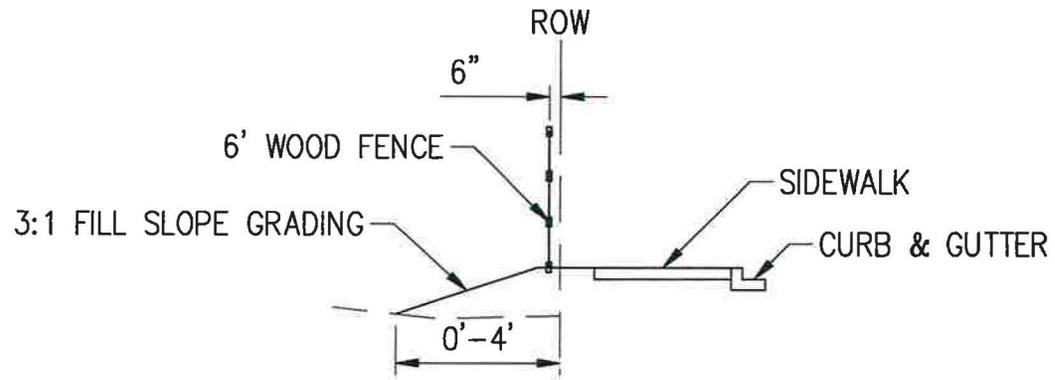
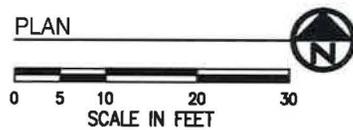
38



ALAN BIERY 9
 21505 14TH AVE S
 S 216TH ST-SEGMENT 3
 MARCH 2018

PRELIMINARY

KPG
 Interdisciplinary Design
 3131 Elliott Ave Suite 400
 Seattle, WA 98121
 (206) 296-1640
 2502 Jefferson Ave
 Tacoma, WA 98402
 (253) 627-0720
 www.kpg.com



DETAIL

ALAN BIERY (9)
 21505 14TH AVE S
 S 216TH ST-SEGMENT 3
 MARCH 2018

PRELIMINARY

KPG
 Interdisciplinary Design
 3131 Elliott Ave | 2502 Jefferson Ave
 Suite 400 | Tacoma, WA 98402
 Seattle, WA 98121 | (206) 627-4720
 (206) 286-1640 | www.kpg.com

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After Recording, Return to:
CITY OF DES MOINES
ATTN: CITY ATTORNEY
21630 11th Avenue South, Suite C
Des Moines, WA 98198

UTILITY EASEMENT

Parcel Plan Number	10
Grantors:	Terry A. Leffard
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Abbreviated Legal Description:	LOT 1, DES MOINES TERRACE NO 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOL. 69 OF PLT, PG 83, RECORDS OF KING COUNTY, WA
Additional Legal(s)	Exhibit A and A-1, attached hereto and made part of
Assessor's Tax Parcel ID#:	200820-0010

Transportation Gateway Project
South 216th Street Improvement, Segment 3
11th Ave S. to 20th Ave S.

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2018, by and between TERRY A. LEFFARD, as her sole and separate property, ("Grantor" herein), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein),

WITNESSETH:

- Grant of Easement.** The Grantors, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grant and convey to the City of Des Moines, a municipal corporation of the State of Washington, its contractors, employees, agents, successors, franchisors and assigns, (Grantee), for the purposes set forth herein, a non- exclusive

perpetual easement for the placement, operation, and maintenance of public and private utility equipment (“Easement” herein) over, under, along, across, and through the following described real property (“Easement Area” herein) in King County, Washington.

2. Property Subject to Easement

a. **Property Description.** The Property subject to this Easement is legally described and shown in Exhibit “A” and Exhibit “A-1” attached hereto and incorporated by reference.

b. **Easement Areas.** Except as is otherwise set forth herein, Grantee’s rights shall be exercised only upon that portion of the property legally described in Exhibit “A” and Exhibit “A-1” (“Easement Areas” herein) attached hereto and incorporated by reference.

3. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, and enlarge utility structures and associated features within the Easement Areas for the purpose of constructing and maintaining utilities. Such utilities may include, but is not limited to:

4. **Utility Features.**

Above and below ground handholes, conduits, vaults, switches, pedestals, transformers, fire hydrant connection, water meters, valves, and all other facilities and/or appurtenances necessary and/or convenient to any and/or all of the forgoing.

Following the initial construction of all and/or portion of its utility features, Grantee may, from time to time, construct such additional facilities as it may require for such utility features.

4. **Access.** Grantee shall have the right of access to the Easement Areas over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

5. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Areas. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, tree or other vegetation in the Easement Area.

6. **Grantor’s Use of Easement Area.** Grantors reserve the right to use the Easement Areas for any purpose so long as the use does not interfere with the Easement rights herein granted. Grantors may install groundcover and shrub landscaping plantings within the Easement Area with Grantee’s prior written consent. Grantors shall not alter the ground surface and subsurface with the Easement Area by excavation, placement of fill material,

designee, prior written consent. Grantee's prior written consent, where required, shall not be unreasonably withheld. Grantor shall not construct or maintain any buildings within the Easement Areas.

- 7. **Indemnity.** Grantee agrees to indemnify Grantors from and against liability incurred by Grantors as result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantors for that portion of any such liability attributable to the negligence of Grantors or the negligence of others.
- 8. **Covenant Running with the Land.** This Easement shall be covenant running with the land and shall forever bind Grantors, their heirs, successors, and assigns.
- 9. **Assignment.** Grantee shall have the right to assign this Easement to franchised utilities in the event that Grantee need to request underground of overhead lines; provided, however just compensation and have waived said rights.

DATED this _____ day of _____, 2018.

GRANTOR(S):


 TERRY A. LEFFARD

GRANTEE:

CITY OF DES MOINES,
a Washington municipal corporation

By: Michael Matthias, City Manager

Date: _____

At the direction of the Des Moines City Council during open public meeting on the ___ day of _____, 2018.

APPROVED as to form only:

Tim George, City Attorney

Date

STATE OF WASHINGTON }
 }
 } SS.
 }
COUNTY OF KING }

I hereby certify that I know or have satisfactory evidence that Terry A. Leffard, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it to be his/her free and voluntary, act for the uses and purposes mentioned in this instrument.



Dated: 3/29/2018
Signature: [Signature]
Notary Public in and for the WA
Notary (print name): Sonja Y. Davis
Residing at: Kirkland
My appointment expires: 12/20/2019

STATE OF WASHINGTON }
 }
 } SS.
 }
COUNTY OF KING }

This instrument was acknowledged before me on _____ (date of acknowledgment) by Michael Matthias as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

Dated: _____
Signature: _____
Notary Public in and for the State of Washington
Notary (print name): _____
Residing at: _____
My appointment expires: _____

EXHIBIT A
PARCEL NO. 200820-0010
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE NORTH MARGIN OF SOUTH 216TH STREET;

THENCE NORTH 87° 51' 30" WEST ALONG SAID NORTH MARGIN, 108.72 FEET TO A POINT OF TANGENCY AND THE TRUE POINT OF BEGINNING;

THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG SAID MARGIN ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 02° 08' 30" EAST, 20.00 FEET, AN ARC DISTANCE OF 17.26 FEET;

THENCE SOUTH 87° 51' 30" EAST, 15.20 FEET;

THENCE SOUTH 02° 08' 30" WEST, 7.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 74 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 2724894, DATED DECEMBER 11, 2017)

LOT 1, DES MOINES TERRACE NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 69 OF PLATS, PAGE(S) 83 INCLUSIVE, RECORDS OF KING COUNTY, WASHINGTON.

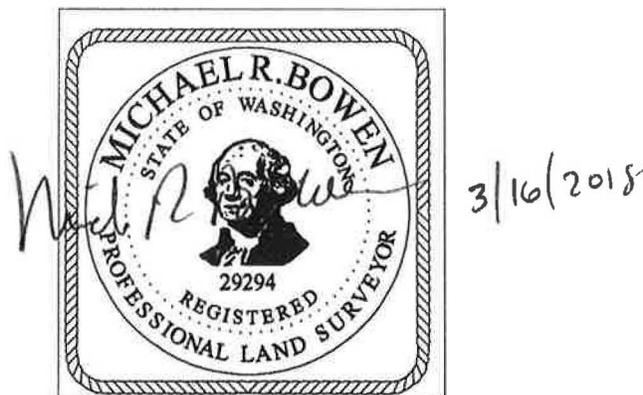
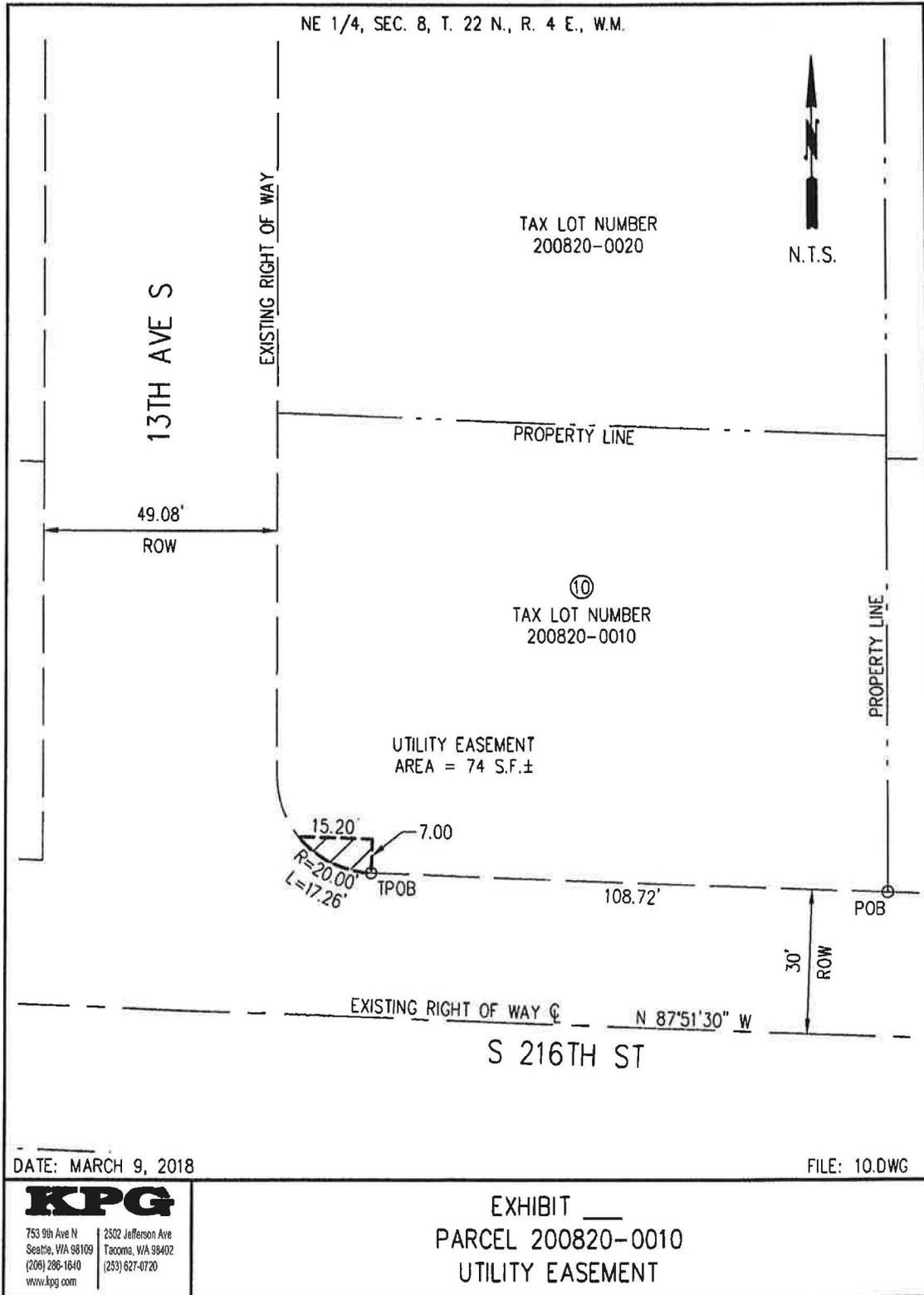


EXHIBIT A-1



47 REAL PROPERTY VOUCHER AGREEMENT

<p style="text-align: center;">AGENCY NAME</p> <p>City of Des Moines Public Works Department 21630 11th AVE South, Suite C Des Moines, WA 98198 Phone: (206) 870-6522</p>	<p>I hereby agree to the terms and conditions listed below and hereby certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Claimant: <i>(Sign in Ink)</i></p>
<p style="text-align: center;">GRANTOR or CLAIMANT</p> <p>Terry A. Leffard 21524 13th Ave S Des Moines, WA 98198</p>	<p>By: <u><i>Terry Leffard</i></u> Owner/Authorized Representative Date: <u>3-29-2018</u></p>
<p>Re: Transportation Gateway Project, South 216th Street, Segment 3 – (11th Ave S. to 20th Ave S.)</p>	<p>TAX PARCEL NUMBER: 200820-0010 PROJECT PARCEL NUMBER: 10</p>
<p>In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth In Attached Documents: Utility Easement Date: <u>3/29/18</u></p>	
<p>For All Lands Convey: Permanent Utility Easement: 74 SF @ \$14.20/SF @ 50% For All Improvements: For All Damages: 3 shrubs @ \$40 ea Less Special Benefits: Statutory Evaluation Allowance</p>	<p>AMOUNT</p> <p>+ \$ + \$525.40 + \$ + \$120.00 + \$ + \$</p>
JUST COMPENSATION	\$646.00 (r)
<p>Legal / Administrative: Other Items: Deductions:</p>	<p>+ \$</p>
FINAL SETTLEMENT	\$646.00 (r)
SUBTOTAL	\$
TOTAL AMOUNT TO BE PAID:	\$646.00 (r)
<p>Right-of-Way Agent: Sonja Davis</p> <p>By: <u><i>Sonja Davis</i></u> Date: <u>3/29/18</u></p> <p>The City of Des Moines agrees to the terms and conditions listed above.</p> <p>By: _____ Date: _____</p>	

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After Recording, Return to:
CITY OF DES MOINES
ATTN: CITY ATTORNEY
21630 11th Avenue South, Suite C
Des Moines, WA 98198

UTILITY EASEMENT

Parcel Plan Number	16
Grantors:	Villa Enzian Condominium, HOA
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Abbreviated Legal Description:	Common Areas of Villa Enzian, a Condominium, according to Declaration thereof recorded under King County Recording No. 8506060408 and any amendments thereto; said Unit is located on Survey Map and Plans filed in Volume 76 of Condominiums, at Pages 50 through 52, in King County, Washington.
Additional Legal(s)	Exhibit A and A-1, attached hereto and made part of
Assessor's Tax Parcel ID#:	894414-0000

Transportation Gateway Project
South 216th Street Improvement, Segment 3
11th Ave S. to 20th Ave S.

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2018,
by and between Villa Enzian Condominium Homeowners Association, a Washington Nonprofit
Corporation, ("Grantor" herein), and the CITY OF DES MOINES, a municipal corporation of
the State of Washington, ("Grantee" herein),

WITNESSETH:

1. **Grant of Easement.** The Grantors, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grant and convey to the City of Des Moines, a municipal corporation of the State of Washington, its contractors, employees, agents, successors, franchisors and assigns, (Grantee), for the purposes set forth herein, a non-exclusive perpetual easement for the placement, operation, and maintenance of public and private utility equipment ("Easement" herein) over, under, along, across, and through the following described real property ("Easement Area" herein) in King County, Washington.

2. **Property Subject to Easement**
 - a. **Property Description.** The Property subject to this Easement is legally described and shown in Exhibit "A" and Exhibit "A-1" attached hereto and incorporated by reference.

 - b. **Easement Areas.** Except as is otherwise set forth herein, Grantee's rights shall be exercised only upon that portion of the property legally described in Exhibit "A" and Exhibit "A-1" ("Easement Areas" herein) attached hereto and incorporated by reference.

3. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, and enlarge utility structures and associated features within the Easement Areas for the purpose of constructing and maintaining utilities. Such utilities may include, but is not limited to:

4. **Utility Features.**
 Above and below ground handholes, conduits, vaults, switches, pedestals, transformers, fire hydrant connection, water meters, valves, and all other facilities and/or appurtenances necessary and/or convenient to any and/or all of the forgoing.

 Following the initial construction of all and/or portion of its utility features, Grantee may, from time to time, construct such additional facilities as it may require for such utility features.

4. **Access.** Grantee shall have the right of access to the Easement Areas over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

5. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Areas. Grantee shall also have the right to control, on a continuing basis and by any prudent and

reasonable means, the establishment and growth of brush, tree or other vegetation in the Easement Area.

- 6. **Grantor's Use of Easement Area.** Grantors reserve the right to use the Easement Areas for any purpose so long as the use does not interfere with the Easement rights herein granted. Grantors may install groundcover and shrub landscaping plantings within the Easement Area with Grantee's prior written consent. Grantors shall not alter the ground surface and subsurface with the Easement Area by excavation, placement of fill material, or installation of any wall or rockery, without Grantee's Public Works Director , or authorized designee, prior written consent. Grantee's prior written consent, where required, shall not be unreasonably withheld. Grantor shall not construct or maintain any buildings within the Easement Areas.
- 7. **Indemnity.** Grantee agrees to indemnify Grantors from and against liability incurred by Grantors as result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantors for that portion of any such liability attributable to the negligence of Grantors or the negligence of others.
- 8. **Covenant Running with the Land.** This Easement shall be covenant running with the land and shall forever bind Grantors, their heirs, successors, and assigns.
- 9. **Assignment.** Grantee shall have the right to assign this Easement to franchised utilities in the event that Grantee need to request underground of overhead lines; provided, however just compensation and have waived said rights.

DATED this 4 day of April, 2018.

GRANTOR(S):

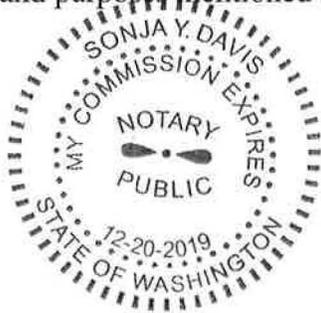
By: [Signature]
Its: President.

By: [Signature]
Its: V. president

By: [Signature]
Its: Secretary

STATE OF WASHINGTON }
 }
 } SS.
COUNTY OF KING }

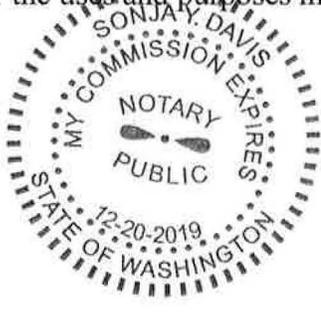
I certify that I know or have satisfactory evidence that **Laurie Clapp** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the **Vice President** of **Villa Enzian Condominium Home Owners Association** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: April 4, 2018
Signature: [Handwritten Signature]
Notary Public in and for the WA
Notary (print name): Sonja Y. Davis
Residing at: Kirkland
My appointment expires: 12/20/2018

STATE OF WASHINGTON }
 }
 } SS.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that **Nancy Jameson** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the **Secretary** of **Villa Enzian Condominium Home Owners Association** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: April 4, 2018
Signature: [Handwritten Signature]
Notary Public in and for the WA
Notary (print name): Sonja Y. Davis
Residing at: Kirkland
My appointment expires: 12/20/2018

STATE OF WASHINGTON }
 }
 COUNTY OF KING } SS.

This instrument was acknowledged before me on _____(date of acknowledgment) by Michael Matthias as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

Dated: _____
 Signature: _____
 Notary Public in and for the State of Washington
 Notary (print name): _____
 Residing at: _____
 My appointment expires: _____

EXHIBIT A
PARCEL NO. 894414-0000
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", SAID CORNER BEING ON THE NORTH MARGIN OF SOUTH 216TH STREET;

THENCE NORTH 87° 51' 30" WEST ALONG SAID NORTH MARGIN, 61.94 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 87° 51' 30" WEST ALONG SAID MARGIN, 10.00 FEET;

THENCE NORTH 02° 08' 30" EAST, 5.00 FEET TO A LINE THAT IS 35.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SAID SOUTH 216TH STREET;

THENCE SOUTH 87° 51' 30" EAST ALONG SAID PARALLEL LINE, 10.00 FEET;

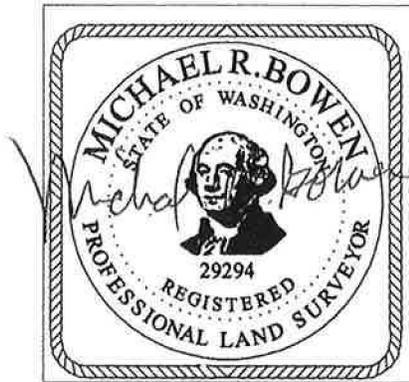
THENCE SOUTH 02° 08' 30" WEST, 5.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 50 SQUARE FEET, MORE OR LESS.

PARCEL "A":

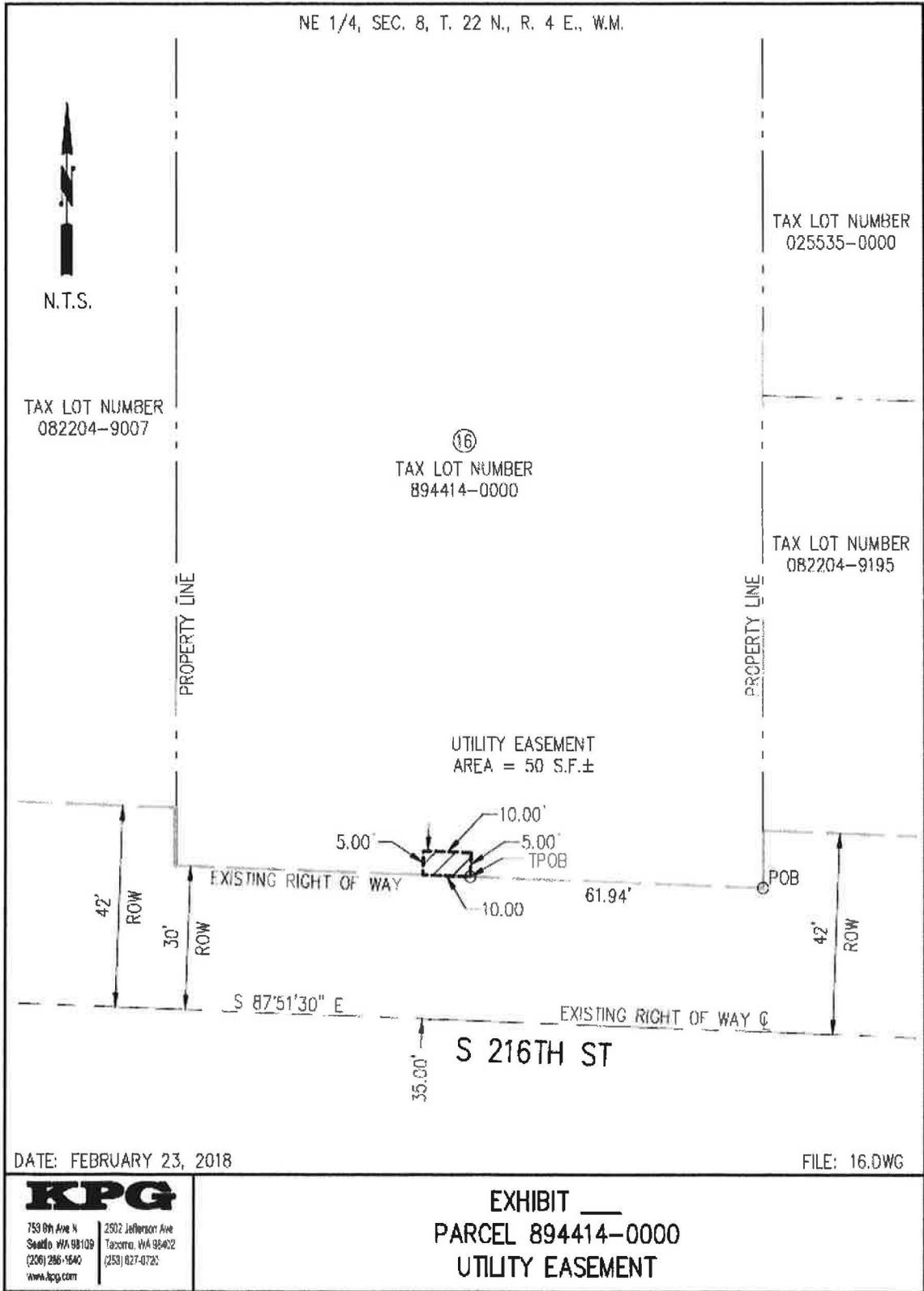
(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 2725876, DATED DECEMBER 12, 2017)

COMMON AREAS OF VILLA ENZIAN, A CONDOMINIUM, ACCORDING TO DECLARATION THEREOF RECORDED UNDER KING COUNTY RECORDING NO. 8506060408 AND ANY AMENDMENTS THERETO; SAID UNIT IS LOCATED ON SURVEY MAP AND PLANS FILED IN VOLUME 76 OF CONDOMINIUMS, AT PAGES 50 THROUGH 52, IN KING COUNTY, WASHINGTON.

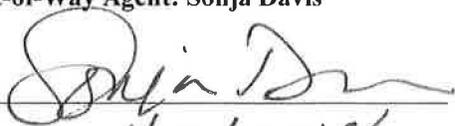


3/16/2018

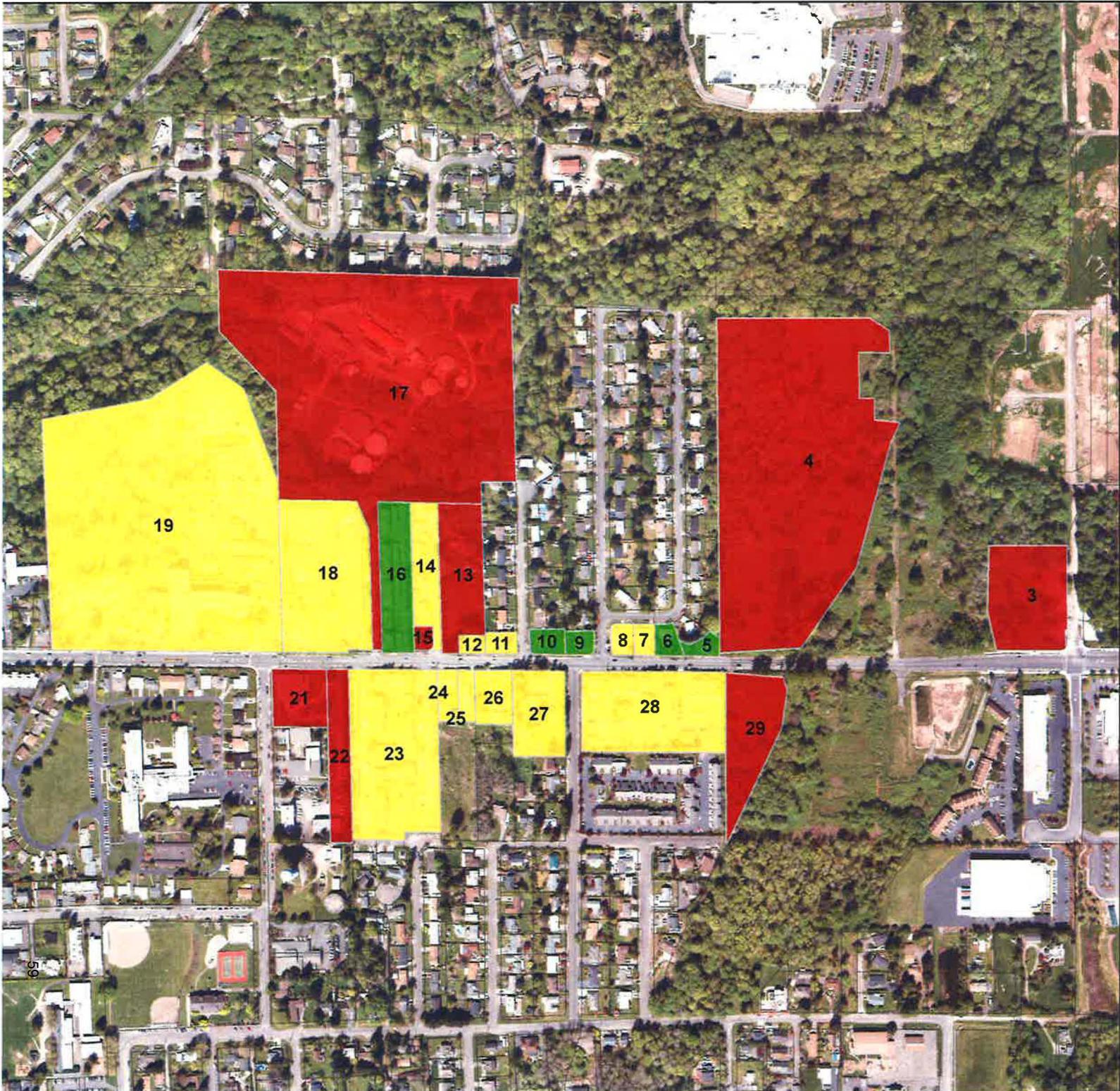
EXHIBIT A-1



57 REAL PROPERTY VOUCHER AGREEMENT

<p style="text-align: center; border: 1px solid black; display: inline-block; margin: 0;">AGENCY NAME</p>	<p>I hereby agree to the terms and conditions listed below and hereby certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Claimant: <i>(Sign in Ink)</i></p>
City of Des Moines Public Works Department 21630 11 th AVE South, Suite C Des Moines, WA 98198 Phone: (206) 870-6522	By: <u></u> Owner/Authorized Representative Date: <u>4/4/18</u>
<p style="text-align: center; border: 1px solid black; display: inline-block; margin: 0;">GRANTOR or CLAIMANT</p>	
Villa Enzian Condominium HOA PO Box 5640 <u>707 S. Girardly Way</u> Kent, WA 9864-5640 <u>Renton, WA 98058</u> <u>#600</u>	
Re: Transportation Gateway Project, South 216 th Street, Segment 3 – (11 th Ave S. to 20 th Ave S.)	TAX PARCEL NUMBER: 894414-0000 PROJECT PARCEL NUMBER: 16
<p>In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth In Attached Documents: Utility Easement Date: <u>4/4/2018</u></p>	<p>AMOUNT</p>
For All Lands Convey: 50 SF @ \$14.97/SF @ 50%	+ \$374.25
For All Improvements:	+ \$
For All Damages: 6 Shrub \$40 each	+ \$ 240.00
Less Special Benefits:	+ \$
Statutory Evaluation Allowance	+ \$
JUST COMPENSATION	\$615.00
Legal / Administrative: Other Items: Deductions:	+ \$
FINAL SETTLEMENT	\$615.00
SUBTOTAL	\$
TOTAL AMOUNT TO BE PAID:	\$ 615.00
<p>Right-of-Way Agent: Sonja Davis</p> <p>By: <u></u> Date: <u>4/4/2018</u></p>	
<p>The City of Des Moines agrees to the terms and conditions listed above.</p> <p>By: _____ Date: _____</p>	

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City of Des Moines

Geographic Information System

South 216th Street Segment 3 Improvements

11th Avenue S to 20th Avenue S
ROW Acquisition Status
5/3/2018

- Complete
- Pending
- Planned

59



Des Moines Transportation

21650 11th Ave S
Des Moines, WA 98198-6398
PHONE: (206) 870-7576 * FAX: (206) 870-6544
WEB: <http://www.desmoineswa.gov>

Map Generated: 2 May, 2018
©2018 City of Des Moines GIS
File: R:\2018\GIS\Agreement\Improvements\216th.mxd

Attachment #6

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Project Title: **South 216th - Segment 3**

Project # **319.334**

Summary Project Description:

TOTAL PROJECT SCOPE				ACTUAL EXPENDITURES			BUDGET	PROJECT BUDGET ALLOCATIONS BY YEAR				
Expenditures	1/1/18 Current CIP Budget	2018 CIP Supplemental Request	2018 Revised CIP Budget Estimate	Project to Date 12/31/17	Project To Date 3/31/2018	2018 Year to Date 3/31/2018	2018 Remaining	Estimated Year End 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021	Planned Year 2022
Design												
External Engineering	540,000	-	540,000	475,018	477,035	2,017	62,965	64,982				
Internal Engineering/Project Mgmt	10,000	-	10,000	3,069	7,188	4,119	2,812	6,931				
Other Professional Services - Len Madsen	80,000	-	80,000	37,693	38,373	680	41,627	42,307				
Other Misc (Advertise, Postage, Etc.)		-	-	1,800	1,800		(1,800)	(1,800)				
Prop/ROW/Easements												
External Engineering	130,000	-	130,000	-	11,066	11,066	118,934	130,000				
Other Professional Services - Len Madsen	30,000	-	30,000	-	7,260	7,260	22,740	30,000				
Construction												
External Engineering	560,000	-	560,000	-	-	-	-	560,000				
Internal Engr-Proj Mgmt/ Inspect	30,000	-	30,000	-	-	-	-	30,000				
Construction Contract 1	4,081,000	-	4,081,000	-	-	-	-	4,081,000				
Construction Contract Contingency		-	-	-	-	-	-	-				
Other Miscellaneous		-	-	-	-	-	-	-				
Other												
Interfund Financial Services	58,210	-	58,210	5,176	5,176		1,624	1,824	51,210			
Contingencies	410,000	-	410,000	-	-	-	-	410,000				
Total Project Expense Budget:	5,929,210	-	5,929,210	522,756	547,898	25,142	249,102	274,244	5,132,210	-	-	-
Funding Sources												
Traffic Impact Fees - City Wide	2,771,965	-	2,771,965	242,333	242,333		153,515	153,515	2,376,117			
TIB Grant	3,157,245	-	3,157,245	280,423	280,423		120,729	120,729	2,756,093			
Total Project Revenue Budget:	6,929,210	-	6,929,210	522,756	522,756	-	274,244	274,244	5,132,210	-	-	-
Committed Cash:				(25,142)								

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Memorandum of Understanding
between the City of Des Moines and Teamsters
Local 763 (“Teamsters”)

FOR AGENDA OF: May 10, 2018

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: May 1, 2018

ATTACHMENTS:

1. Memorandum of Understanding
2. Agreement by and Between City of Des Moines, Washington and Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763 (Representing the Public Works, Parks and Marina Employees) January 1, 2017 – December 31, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- Legal 
- Finance 
- Courts _____
- Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for City Council to consider a Memorandum of Understanding (MOU) between the City of Des Moines and Teamsters Local 763 (“Teamsters”) to allow for qualified Teamsters to opt out of the City’s medical plan and to modify the Teamster pension diversion language to exclude contributions on cash-outs upon separation from employment.

Suggested Motion

Motion 1: “I move to approve the attached Memorandum of Understanding between the City of Des Moines and Teamsters Local 763 regarding medical plan options and cash-outs upon separation from employment, and to authorize the City Manager to sign the MOU substantially in the form as attached.”

Background

The City currently allows non-represented employees to opt out of the City's medical plans if the employee already has comprehensive medical coverage through another employer or other entity. This generally occurs when an employee's spouse has a job that offers comprehensive insurance coverage to the employee and the spouse. When an employee elects to opt out of the City's medical plans, the City realizes a substantial savings by not paying those insurance premiums. As a result, the City has previously agreed to share 25% of that savings with the non-represented employee.

Additionally, under the existing MOU, the City diverts \$1.50 per hour from each Teamster's compensation into the Western Conference of Teamsters Pension Trust. The City administratively makes this payroll diversion at the request of the Teamsters. The Teamsters have requested that the MOU be amended to clarify that this diversion will not be made from any cash out of vacation or sick leave benefits upon separation from service for any reason.

Discussion

The proposed MOU allows the Teamster's the ability to opt out of the City's medical plans if they provide proof that they already have comprehensive medical coverage through another employer or other entity. This language is similar to provisions offered to non-represented employees.

The Teamsters have also requested that the MOU be amended to clarify that the \$1.50 payroll diversion into the Western Conference of Teamsters Pension Trust not be made from any cash out of vacation or sick leave benefits upon separation from service for any reason. Amending the MOU to clarify this does not impact the City in any way and there is no financial impact.

Alternatives

Decline to approve the MOU and direct the City Manager to continue negotiations. (Not recommended).

Financial Impact

The financial impact of this agreement will potentially be positive for the City as qualified Teamsters are now incentivized to opt out of the City's medical plan. If qualified, this would save the City money and earn the Teamster additional money. Additionally, the payroll diversion is cost neutral to the City.

Recommendation

Administration, Legal, and Human Resources recommend approval.

MEMORANDUM OF UNDERSTANDING
to the
AGREEMENT
by and between
CITY OF DES MOINES, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works, Parks and Marina Employees)

January 01, 2017 through December 31, 2019

IT IS UNDERSTOOD AND AGREED by the parties, City of Des Moines, Washington (hereafter "the Employer"), and Teamsters Local Union No. 763 (hereafter "the Union"), to enter into this agreement as follows:

WHEREAS; the Employer and the Union negotiated a collective bargaining agreement for the period of January 01, 2017 through December 31, 2019;

WHEREAS; the Employer and the Union negotiated and agreed to language related to Article 11;

WHEREAS; the Union has proposed to modify the Teamster pension diversion language to exclude contributions on cash-outs upon separation of employment.

THEREFORE; the Employer and the Union agreed to the following language change:

ARTICLE XI HEALTH, WELFARE, and RETIREMENT

11.1 Medical Insurance - Regular full-time employees and regular part-time employees budgeted for thirty (30) hours or more per week shall be eligible to participate in the City's medical insurance plans. Premiums shall be paid by the City on behalf of all full-time employees and on behalf of all part-time employees budgeted for thirty (30) or more per week on a pro rata basis according to the following schedule:

- 1) The City will pay ninety percent (90%) of the employee's premium and eighty percent (80%) of the spouse and dependents' premiums for the following Association of Washington Cities Health Insurance Plans:
 - i. HealthFirst Plan; changing to HealthFirst 250 at the earliest feasible date in 2017
 - ii. Group Health Cooperative \$10.00 Copay Plan; changing to Kaiser Permanente \$200 Deductible Plan at the earliest feasible date in 2017
- 2) The City will pay one hundred percent (100%) of the eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums for the Association of Washington Cities High Deductible Health Plans with Regence and Kaiser Permanente.
 - i. For employees who select a High Deductible Plan the City will provide a notional Health Reimbursement Arrangement

(HRA) of one thousand five hundred dollars (\$1,500) for employee only coverage or three thousand dollars (\$3,000) for any family coverage. The City will fund the notional HRA by preloading a benefits debit card for each employee on an annual basis.

- ii. Once the deductible has been met, and the employee has paid the coinsurance costs of one thousand five hundred dollars (\$1,500) above any beyond the deductible for employee only coverage, or three thousand dollars (\$3,000) above and beyond the deductible for any family coverage, the City will pay any further coinsurance costs which apply to the employee's annual-out-of pocket limit.
 - iii. The unused balance in the notional HRA will be rolled over into the employee's HRA VEBA accounts of current employees in April of the following year.
- 3) For those employees who select the HealthFirst 250 Plan or the Kaiser Permanente \$200 Deductible Plan, the City will make the following contributions to the employee's HRA VEBA account:
- i. Employee only: five hundred eighty dollars (\$580)
 - ii. Employee plus dependents one thousand one hundred thirty dollars (\$1,130)
- 4) Should the City voluntarily agree to a higher HRA or HSA amount with any other group, the Union members covered by this agreement, shall receive the same amount(s). This provision shall not apply to any HRA or HSA amounts imposed on the Employer as a result of any arbitration or court decision.
- 3) If an employee opts out of the City's medical plans entirely, the employee will receive their choice of cash or Section 457 deferred compensation payments in lieu of the medical benefits. Such payment will be equal to twenty-five percent (25%) of the City's savings, based on the HealthFirst 250 Plan medical premiums plus the HRA-VEBA contributions the City would have paid for the employee and any spouse and/or dependents who are eligible for City medical coverage. To be eligible for such payments, the employee must provide proof of comprehensive group medical coverage through an employer or other entity that covers all individuals in a group. Individual medical insurance purchased on an individual or family basis does not qualify under this option.

11.2

Dental Insurance - For regular full-time employees and regular part-time employees whose positions are budgeted for thirty (30) or more hours per week, the City shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage and dependent coverage under the Association of Washington Cities (AWC) Washington Dental Service Plan F and Plan II Orthodontia.

- 11.3 Vision Insurance - For regular full-time employees and regular part-time employees whose positions are budgeted for thirty (30) or more hours per week, the City shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage and dependent coverage under the Association of Washington Cities (AWC) Vision Service Plan (VSP), Full Family \$25 Deductible.
- 11.4 Long-term Disability (LTD), Term Life, Accidental Death and Dismemberment (AD&D), and Survivor's Income Benefit (SIB) Insurance - As the City of Des Moines has withdrawn from the Social Security System, the Employer will provide a package of benefits that is intended to replicate the benefits that employees would be eligible for under Social Security. For regular full-time employees and regular part-time employees whose positions are budgeted for twenty-one (21) or more hours per week, the Employer shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage for LTD, Term Life, AD&D, and SIB coverage. The Employer will pay into the Social Security System for employees not eligible for these benefits.
- i. In addition to the current LTD SIB and Term Life Insurance (\$5,000 and \$10,000 AD&D) coverage the City provides, the City will contribute an additional point three five three percent (0.353%) for each employee, covered by the Teamsters Collective Bargaining Agreement, to their 457(a) account from the savings realized by the City from the LTD and SIB Programs.
 - ii. The City will modify the terms of the 401(a) Social Security Replacement and 457 Deferred Compensation Plans it purchases from ICMA-RC to allow retired employees represented by the Union to annually withdraw, tax free, the maximum amount allowed by law to pay for health insurance premiums, when federal law or regulation is changed to allow such withdrawals.
- 11.5 Payment of Premiums - The Employer will pay premiums for the coverages described in this Article for eligible employees if the employee is on paid status during the first ten (10) working days of the month.
- 11.6 The Employer reserves the right to select other insurance plans and carriers or to self-insure to provide the benefits outlined in Article 11, provided that the benefits are comparable with those currently offered. The Teamsters agree to accept externally imposed benefit changes.
- 11.7 Public Employees Retirement System (PERS) - The Employer and eligible employees shall contribute to the PERS system as required by State law.
- 11.8 Social Security - The City of Des Moines does not participate in the Social Security System. In lieu of the retirement benefit of Social Security, the City has a 401(a) Defined Contribution Plan through the International City/County Management Associations Retirement Corporation (ICMA-RC). For regular full-time employees and regular part-time employees whose positions are budgeted for twenty-one (21) or more hours per week, the Employer shall contribute an amount equal to five

percent (5%) of base pay and employees shall contribute an amount equal to six and two-tenths percent (6.2%) of base pay. Vesting of the City's share of the 401(a) plan is as follows: after two years of service - 25%, after three years of service - 50%, after four years of service - 75%, and after five years of service - 100%.

11.9 The Employer shall pay into the Labor and Industries system as required by law for all employees covered by this agreement.

11.10 ~~Section Part 125 Plan~~ - Effective January 1, 2008 through December 31, 2009, the City shall allow an employee to participate in a ~~Part~~Section 125 Plan if he/she so desires.

11.11 Western Conference of Teamsters Pension Trust - On November 18, 2015, The Union held an election to determine whether the Public Works and Parks employees wanted to participate in the Western Conference of Teamsters Pension Trust. The Union certifies herein that such an election occurred and that bargaining unit members by majority vote determined that they wished to participate. Effective January 1, 2016, all bargaining unit members as recognized in the Collective Bargaining Agreement shall participate in the Western Conference of Teamsters Pension Trust Fund (the "Trust Fund"). Contributions shall be made for all bargaining unit members as recognized in the Collective Bargaining Agreement, based on the previous month's compensable hours, starting with compensable hours earned in January, 2016, and paid in the February, 2016, pay warrants. Said contributions shall be made by all bargaining unit members through a pre-tax payroll diversion from their monthly earnings for all compensable hours to the Trust Fund's "basic plan" in the manner set forth below. The "basic plan" for purposes of this Agreement means the Trust plan that does not include a Program for Early Retirement (PEER).

Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 11.11.2 on behalf of all regular employees performing bargaining unit work; and for purposes of this Section the bargaining unit shall be defined as follows:

All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. The scope of the bargaining unit shall exclude all employees of the Employer performing work historically known as "seasonal or summer work".

Specifically excluded from the unit shall be employees working on a seasonal basis that perform "seasonal or summer work" upon the Employer owned property regardless of the method compensated or the location of the work performed.

The scope of this Agreement shall not be expanded by the continuation of the practice of bargaining unit employees performing "seasonal or summer work" so assigned. Provided however the terms of this Agreement shall apply whenever bargaining unit employees perform non-bargaining unit "seasonal or summer work".

No person or third party beneficiary shall interpret this Agreement such that

“seasonal or summer work” shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by “seasonal or summer work” and confirms that such work is not bargaining unit work for the purpose of this section.

11.11.1 The total amount due to the Trust Fund for each monthly payroll period shall be remitted to the Administrator for the Trust Fund in a lump sum by the City on or before the 20th of each month for all compensated hours during the preceding month. The Employer shall abide by rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of the contribution amounts paid for all bargaining unit employees.

11.11.2 The Employer shall pay one dollar and fifty cents (\$1.50) per hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for which each hour for which compensation was paid. The one dollar and fifty cents (\$1.50) per hour contribution will be through a payroll diversion on a pre-tax basis.

11.11.2.1 For the purposes of this Article, effective April 1, 2018, compensable hours shall include but not be limited to, all hours worked, vacation or sick leave that is used by the employee and all other forms of hourly compensation. Compensable hours shall not include any cash out of vacation or sick leave benefits upon separation of service for any reason.

11.11.3 The pre-tax hourly diversions provided for in Section 11.11.2 may be increased by a majority vote of the affected classification. In the event this occurs the Employer and the Union will execute a Letter of Agreement modifying Section 11.11.2.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

CITY OF DES MOINES, WASHINGTON

By _____
Scott A. Sullivan
Secretary-Treasurer

By _____
Michael F. Matthias
City Manager

Date: _____

Date: _____

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COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY OF DES MOINES, WASHINGTON

and

**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES
AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works, Parks and Marina Employees)**

January 1, 2017 - December 31, 2019

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COLLECTIVE BARGAINING AGREEMENT
 by and between
CITY OF DES MOINES, WASHINGTON
 and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
 (Representing the Public Works, Parks and Marina Employees)
 January 1, 2017 through December 31, 2019

THIS COLLECTIVE BARGAINING AGREEMENT, (hereinafter referred to as Agreement) is made and entered into by and between the CITY OF DES MOINES, WASHINGTON, hereinafter referred to as the Employer or the City, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I **RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION**

1.1 **Recognition** - The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time maintenance and operations employees within the City of Des Moines Public Works Maintenance Division, Park Maintenance Division, and the Marina excluding supervisors, confidential employees, clerical employees, seasonal and temporary employees and all other employees.

1.1.1 For the purposes of this Agreement, "temporary employee" or "seasonal employee" shall mean an individual appointed to a position for a period of time less than nine (9) months, absent a declaration by the City of emergency need. Should a temporary or seasonal employee be employed in the same position for more than twelve (12) months, the temporary or seasonal employee shall be considered a regular full-time or regular part-time employee. All benefits normally provided regular employees shall begin as of the date the employee changes status from temporary or seasonal to regular.

1.2 **Union Membership** - It shall be a condition of employment that all employees of the Employer covered by this Agreement shall become members in good standing and those who are not members in good standing on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union or pay a representation service fee to the Union equal to ninety percent (90%) of the dues uniformly levied for Union members or pay an amount of money equivalent to Union dues and initiation fee to a non-religious charity or to another charitable organization agreed upon by the employee and the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union or pay a representation service fee to the Union equal to ninety percent (90%) of the dues uniformly levied for Union members or pay an amount of money equivalent to Union dues and initiation fee to a non-religious charity or to another charitable organization agreed upon by the employee and the Union. If the employee and the Union do not reach agreement on such matters, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

- 1.2.1 As provided in RCW 41.56.122, the right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which an employee is a member shall be recognized. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof each month to the Union that such payment has been made or initiate and maintain a payroll deduction with the Employer. If the employee and the Union do not reach agreement on such matters, the Commission shall designate the charitable organization.
- 1.3 Payroll Deduction - The Employer shall deduct from the paycheck of each employee who has so authorized in writing the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Any employee who wishes to cancel the written authorization for dues deduction, must notify the Employer and Union in writing, at which time the Employer will discontinue the deduction.
- 1.3.1 The Union agrees to hold the Employer harmless from any liability whatsoever that might ensue as a result of actions taken to enforce the provisions of this Article. The Union shall defend and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the employer for the purpose of complying with any of the provisions of this Article.
- 1.4 Union Officials Time-Off - An employee who holds a Union position (Shop Steward and/or member of the Negotiating Committee) may be granted time-off while conducting business vital to the employees in the bargaining unit provided:
- They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period;
 - The Employer is able to properly staff the employee's job duties during the time-off period;
 - The wage cost to the Employer is no greater than the cost that would have been incurred had the employee not taken time-off; and
 - Employees shall not transact Union business while working on shift, except up to three designated representatives may participate in contract negotiation meetings with the employer.
- 1.4.1 A shop steward shall be granted reasonable time to participate in grievance meetings with the Employer and/or to accompany an employee in an investigatory interview.
- 1.5 Union Notification - Within thirty (30) days from the date of hire of a new bargaining unit employee, the Employer shall forward to the Union the name, address, and telephone number of the new employee. The Employer shall promptly notify the Union of all bargaining unit employees leaving its employment.

- 1.6 Bulletin Boards - The Employer shall provide suitable space for two (2) bulletin boards, one at the maintenance facility and one at the Marina. Postings by the Union on the bulletin boards shall be confined to official business of the Union; provided such notices shall not be derogatory of the Employer, its elected officials or other personnel.
- 1.7 Union Visitation - An authorized representative of the Union shall have access to the City's workplace at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that the Agreement is being adhered to, provided that such visit shall not interfere with the work process or cause undue interruption of the employees' work schedule.
- 1.8 DRIVE - The Employer agrees to deduct from the paycheck of all employees covered by this Agreement who choose to make voluntary contributions to Democrat, Republican, Independent Voter Education (DRIVE). DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a per pay period basis, for all pay periods worked. The phrase "pay periods worked" for purposes of this provision, shall include any pay period in which the employee earned a wage, provided it will not create negative net pay to the employee. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction plan. The Union shall indemnify, defend and save the Employer harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of making any deductions pursuant to this provision.

ARTICLE II NON-DISCRIMINATION

- 2.1 Neither the Employer, the Union nor any employee shall in any manner whatsoever unlawfully discriminate against any employee or applicant for employment on the basis of race; color; religion; creed; sex; sex/gender; sexual orientation; marital status; national origin; age; military status; sensory, mental or physical disabilities; or any other category protected by applicable federal, state or local law. Nothing shall prevent the City from establishing bona fide occupational qualifications (BFOQ). Any employee complaints of discrimination must be reported in accordance with the Discrimination and Harassment Complaint Procedure set forth in Section 2.C.E of the City's Personnel Manual.
- 2.2 No employee shall be discriminated against because of membership or non-membership or lawful activity in the Union, provided such activity is not carried on so as to interfere with the normal work process.

ARTICLE III MANAGEMENT RIGHTS

- 3.1 The Employer retains and reserves all powers and authority to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations, and City ordinances and policies whether or not specifically mentioned in this agreement and whether or not previously exercised, subject only to the limitations expressly stated in this

Agreement. Such management rights shall include but not be limited to the following:

- 1) To plan, direct, control and determine all operations, functions, and policies of the City and to modify such operations, functions and policies as they may affect employees in the Bargaining Unit;
- 2) To establish and administer a personnel system that provides for all types of personnel transactions, including determining procedures, standards for hiring, promotion, transfer, assignment, layoff, discipline, and classification of positions.
- 3) To determine job descriptions and job content, with the understanding that job descriptions do not and cannot detail each and every minor or incidental duty employees are expected to perform; nevertheless, employees are expected and required to perform all such duties;
- 4) To supervise and direct the workforce, to establish the qualifications for employment and to employ and train employees;
- 5) To schedule and assign work;
- 6) To establish reasonable work and performance standards and, from time to time, to change those standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance and productivity of employees;
- 7) To assign overtime or not. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest;
- 8) To determine the methods, means, organization and number of personnel by which operations and services shall be made or purchased; to subcontract work with either public or private sector agencies or assign work to other City non-bargaining unit personnel in accordance with Article 18;
- 9) To make and enforce rules and regulations, including but not limited to safety rules, operational policies and procedures, and rules of conduct;
- 10) To discipline or discharge for just cause.
- 11) To lay off employees for lack of work, funds, or the occurrence of conditions beyond the control of the employer or where such condition of work would be wasteful and unproductive;
- 12) To change or eliminate existing methods, equipment or facilities, including past practices;
- 13) To lawfully inspect lockers, other spaces assigned to Employees, and City vehicles without consent provided that the Employee has a right to be present;

- 14) Except as provided by this Article or elsewhere in this Agreement, the Union retains the right to bargain the impacts of management decisions on wages, hours and/or working conditions within the meaning of RCW 41.56. It is not the City's intent to use this language to unilaterally implement furloughs.
- 3.2 Probationary employment with the City is at will and the City expressly reserves the right to discharge probationary employees with cause or without cause or advanced notice and without compensation except for time actually worked.
- 3.3 The City's Personnel Manual shall apply to members of this bargaining unit. However, in the event of a conflict between a specific provision of this Agreement and any guideline, regulation, or rule of the City, the provision of this Agreement shall control. In addition, the parties agree that the City has the sole right to amend, modify, adopt, or change any such personnel policies, provided that the Union is given fifteen (15) days advance notice and an opportunity to comment.
- 3.4 The City has the right at any time to require an employee to provide evidence of a valid Washington State driver's license if the employee has or will at any time drive a City vehicle and CDL endorsement if such is required by the classification. Such requirement may include having the employee sign a release of driving record; payment of fee is to be paid by the employee.
- 3.5 The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to any grievance procedure or to bargaining during the term of this Agreement, except where such exercise is in violation of the express written terms of this Agreement.

ARTICLE IV HOURS OF WORK

- 4.1 Work Schedule - The normal work schedule for full-time employees shall be five (5) consecutive days of eight (8) hours of work exclusive of the lunch period, Monday through Friday, unless an alternate work schedule is scheduled by the City and fourteen (14) days notice is provided to the employee. Management will discuss with the Union any changes to the regular work schedule longer than thirty (30) days in duration.
- 4.1.1 The Employer shall continue its current practice relative to the work schedule for Marina employees except meal periods shall be unpaid throughout the year.
- 4.2 Shift Change - Each employee shall be assigned to a regular shift starting time which shall not normally be changed without forty-eight (48) hours notice, exclusive of emergencies, e.g., snow, ice, flood, earthquake, etc. In the event an employee's regular shift starting time is changed with less than forty-eight (48) hours notice, the employee shall be paid at the overtime rate up to the first sixteen (16) hours worked outside of the employee's regular shift hours during the remainder of the employee's scheduled work week.
- 4.3 Rest Periods - Employees shall receive a rest period of fifteen (15) minutes on the Employer's time for each four (4) hours of working time and shall be scheduled as near as possible to the midpoint of each four (4) hour work period. No employee

shall be required to work more than three (3) hours without a rest period. By mutual agreement between the employee and the Employer, the rest periods may be taken at a time other than stated above.

- 4.4 Meal Periods - Employees shall receive a meal period of thirty (30) minutes which shall be on the employee's own time and which shall commence no less than three (3) nor more than five (5) hours from the beginning of the shift. By mutual agreement between the employee and the employer, the meal period may be taken at a time other than stated above. An employee who works more than three (3) hours longer than his normal workday may, at the option of the employee, receive an additional unpaid meal period before or during their overtime.

ARTICLE V OVERTIME, CALLBACK, AND STANDBY

- 5.1 Overtime - All hours worked in excess of the employee's regular schedule in a day, with an eight (8) hour minimum, or forty (40) hours in a week shall constitute overtime. Vacation and holiday time shall be considered hours of work for the purposes of calculating overtime. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.
- 5.1.1 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion (eight (8) or more minutes) of each fifteen (15) minute increment being paid as fifteen (15) minutes. All work related calls to an employee who is off-duty shall be paid at a fifteen minute minimum.
- 5.1.2 Scheduled overtime work shall be offered to qualified employees who have designated the preference to work overtime by rotation when feasible. If an insufficient number of employees sign up to work the scheduled overtime, then employees will be assigned the overtime, by least senior to most senior employee, even if they have indicated they prefer not to work overtime, provided that no employee shall be mandated to work overtime more than one (1) time per quarter. Once an employee has been mandated to work overtime one (1) time per quarter, the next least senior employee shall be assigned overtime when an insufficient number of employees sign up to work overtime.
- 5.1.3 In lieu of overtime pay, compensatory time-off may be accrued upon the request of the employee and the approval of the employer. Scheduling of compensatory time-off shall be subject to the approval of the employee's supervisor. Compensatory time-off shall be taken at the rate of one and one-half (1 ½) times the hours worked. The maximum number of hours that can be accumulated is forty (40) hours.
- 5.1.4 Employees shall not accrue additional leave (sick leave or vacation), health or other insurance benefits while on overtime.
- 5.2 Callback - An employee who has left work and is called back to work after completion of a regular day's shift, is called in to work before the beginning of the employee's shift or is called in on the employee's day-off shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay starting at the time the employee is contacted and reports for the assignment; provided however, if the employee's regular shift starts less than three (3) hours from the time the employee started work on the callback, the employee shall receive one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay only for such time as occurs prior to the commencement of the employee's regular shift.

- 5.2.1 Employees called back to work, as provided in Section 5.2, shall receive one-half (1/2) hour paid travel time to the shop, beginning at the time the call out is made and one-half (1/2) hour paid travel time from the city shop upon completion of the job. If the employee completes the call out assignment within the three (3) hours, including travel time, the employee shall receive the three (3) hour minimum at the appropriate overtime rate of pay (i.e., travel time to shop thirty (30) minutes assignment takes one (1) hour forty-five (45) minutes and return travel time thirty (30) minutes equals two (2) hours forty-five (45) minutes, the employee would receive the three (3) hour minimum or if it takes the employee two and one half (2 ½) hours to complete the call out the employee would then receive three and one half (3½) hours of pay).
- 5.3 Standby - Employees may be placed on "Standby" status when it is anticipated that they may be called back to duty after going off shift. When placed on standby status, employees will remain near a telephone and will leave a number where they can be reached (unless equipped with a pager, cell phone or other communication device, in which case the employee shall remain within communication distance and within one and one-half (1½) hours or ninety (90 minutes) travel time to the City). It is the intent that standby status shall not preclude an employee from using the time for personal pursuits. While on standby duty, it is the employee's responsibility to be ready and able to work if called (for example: be able to get to work and not be impaired by drugs or alcohol).
- 5.3.1 Employees on Standby and called back to work, as provided in Section 5.2, shall receive one-half (1/2) hour paid travel time to the shop, beginning at the time the call out is made and one-half (1/2) hour paid travel time from the city shop upon completion of the job. If the employee completes the call out assignment within the three (3) hours, including travel time, the employee shall receive the three (3) hour minimum at the appropriate overtime rate of pay (i.e., travel time to shop thirty (30) minutes assignment takes one (1) hour forty-five (45) minutes and return travel time thirty (30) minutes equals two (2) hours forty-five (45) minutes, the employee would receive the three (3) hour minimum or if it takes the employee two and one half (2 ½) hours to complete the call out the employee would then receive three and one half (3½) hours of pay).
- 5.3.2 Employees shall be paid \$1.70 effective January 1, 2017, \$2.00 in 2018, and \$2.30 in 2019 per non-working hour of standby time. Employees will receive overtime pay for the number of hours worked if called in to work, subject to the callback provisions of Section 5.2. Standby Duty shall not be counted as hours worked for the purposes of computing overtime or eligibility to receive fringe benefits.
- 5.3.3 Standby Duty shall be rotated amongst those eligible bargaining unit employees who have designated their preference to work Standby Duty. If no one volunteers or if an insufficient number of volunteers sign up for Standby Duty, then it shall be assigned to other employees by rotation starting with the least senior, provided that no employee shall be mandated to be on standby duty more than one (1) time per quarter. Once an employee has been mandated to be on standby duty one (1) time per quarter, the next least senior employee shall be assigned standby duty when an insufficient number of employees sign up to be on standby.

5.4 Higher Classification - In the event an employee is assigned by management to work out-of-class in a higher classification within the bargaining unit, then the employee shall be paid at the first step of the higher pay range or may receive a one-step pay increase, whichever is higher, for the period the employee works in a higher classification within the bargaining unit, provided the employee has worked for a period of not less than three (3) consecutive workdays in the higher classification, retroactive to the first day worked in the higher classification.

5.5 Pyramiding of Compensation - No pyramiding or double application of Sections and/or Articles is permitted. Compensation shall not be paid more than once for the same hours under any provision or Section of this Article or Agreement, unless expressly stated in each Section or Article. On-call changes shall be approved in advance by the City so as not to require unnecessary overtime costs. The workdays and work periods specified herein shall not constitute guaranteed hours of work.

ARTICLE VI SENIORITY, LAYOFF, RECALL and JOB VACANCIES

6.1 Seniority - Seniority shall be the amount of continuous service within a regular bargaining unit position. Seniority shall date back to the employee's date of hire, in a regular status in the bargaining unit, but shall not be established until completion of the employee's "probationary period". An employee may be disciplined and/or discharged during his probationary period without recourse to the grievance procedure contained herein.

6.1.1 Each calendar year, upon the request of the Union, the Employer shall provide the Union with a seniority list showing the name, present classification, first date of compensated work in the bargaining unit and the employee's initial date of hire for each employee in the bargaining unit.

6.2 An employee's seniority shall be broken so that no prior period of employment shall be counted and their seniority shall cease upon:

- 1) Retirement;
- 2) Voluntary termination or job abandonment;
- 3) Discharge;
- 4) Failure of the employee to notify the employer of his willingness to return to work upon recall from a layoff within ten (10) calendar days after mailing a written notice from the employer to the employee's last known address appearing on the employer's records;
- 5) Failure to return to work promptly after an authorized leave of absence;
- 6) Layoff exceeding fifteen(15) months; or
- 7) Unauthorized leave from work beyond three (3) working days.

6.2.1 The period of layoff or unpaid leave of absence will not count toward the computation of the amount of "continuous time in service".

6.3 Layoff - Layoff shall be by classification. In case of a layoff, employees shall be retained on the basis of job performance. When job performance is relatively equal, the employee with the shortest length of continuous service shall be laid off first. Relative job performance shall be determined on the basis of qualifications, past

job performance evaluations and current job evaluations. Qualifications shall be determined by the knowledge, abilities and skills required for the affected position, as stated in the classification descriptions, and the employee's ability to perform the remaining work without further training.

- 6.3.1 The employer shall use no less than the last three (3) job performance evaluations in the determination of which employee is to be laid off. However, if an employee has less than three years of work in any of the classifications (can be cumulative) then those job performance evaluations shall be utilized.
- 6.3.2 Such person designated for layoff may bump an employee in a lower bargaining unit job classification the employee has previously held and/or which the employee is qualified (skills and ability) to hold. The employee to be bumped and laid off from the lower classification shall be selected through the process described in this Article.
- 6.4 Recall - In the case of recall, those employees laid off last shall be recalled first. An employee on layoff shall keep both the Employer and the Union informed of the address and telephone number where he can be contacted. Failure of the employee to notify the Employer of his willingness to return to work upon recall from layoff within ten (10) calendar days after mailing of written notice from the Employer to the employee's last known address appearing on the Employer's records shall cause the Employer's obligation to recall the employee to cease.
- 6.4.1 The Employer shall have no obligation to recall an employee after he has been on continuous layoff for a period of fifteen (15) months.
- 6.4.2 During a period of lay-off recall, no temporary or seasonal employees may be hired until laid off bargaining unit members have been offered the position. The declination or acceptance of a temporary or seasonal position will not affect the recall status of the individual.
- 6.5 Job Vacancies - All job vacancies, whether existing positions or newly created positions, shall be posted on all work site bulletin boards for not less than seven (7) calendar days, during which time employees who desire consideration for such openings shall notify the Employer in writing during the period the notice is posted. Bargaining unit employees who meet the minimum qualifications for the position and have completed their probation period shall be given first consideration for positions in the bargaining unit.
- 6.5.1 Posted job opportunities shall contain a current description of the job duties and the rate of pay. It is the intent of the parties to provide qualified employees with opportunities to help meet the needs of both the employee and the City.
- 6.5.2 Employees who are recalled from layoff shall have their sick leave balances restored to the number of hours that were in their sick leave banks at the time of layoff, less any amounts that were cashed out at separation.

ARTICLE VII SICK LEAVE, SHARED LEAVE, LIGHT DUTY, AND BEREAVEMENT LEAVE

- 7.1** Sick Leave - All full-time employees shall accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Employees shall accrue one-half of their monthly sick leave accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Part-time employees shall accrue sick leave benefits on a pro rata basis according to hours worked.
- 7.1.1** Sick leave benefits are earned from the date of employment, and may be utilized from date of employment. Employees do not earn sick leave benefits during a leave without pay. Employees do not earn sick leave benefits, and may not use any earned but unused sick leave benefits, during a suspension without pay. Employees continue to earn sick leave and vacation time while on paid sick leave.
- 7.1.2** Sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years. Such benefits may be carried over into successive calendar years so long as the employee remains employed by the City. Employees who transfer to another department retain any accumulated sick leave benefits after transfer to their new position.
- 7.1.3** Sick leave benefits may be used by eligible employees for any absence due to personal injury, bereavement, illness or temporary disability which keeps the employee from performing the employee's regular duties, paternity leave for ten (10) days after the birth or adoption of a child under the age of six, medical and dental appointments, absences of reasonable duration occasioned by the illness or injury of a minor child or spouse, or the need to accompany a minor child to a medical or dental appointment, provide care for a child with a health condition, provide care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition, exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others, or use of prescription drug which impairs job performance or safety. Sick leave benefits may be used for actual periods of temporary disability associated with pregnancy or childbirth during which the employee is physically unable to perform her duties as certified by a licensed physician. For the purposes of this section, "child" is defined by RCW 49.12.265. "Health condition", "serious health condition", "emergency condition" and "mental or physical disability" are defined by WAC 296-130-020(10-14).
- 7.1.4** In the event an employee exhausts his or her accrued sick leave, the employee has the option to use accrued vacation leave or compensatory time.
- 7.1.5** Employees injured on the job shall not simultaneously collect sick, vacation or compensatory leave and Worker's Compensation payments greater than the employee's regular pay. The City provides "Sick Leave Buy Back" to enable employees, off work due to a workplace injury, to receive a paycheck while they wait for the Department of Labor and Industries (L&I) to process their claim and issue time-loss compensation. Employees use sick leave for the absence, but then have much of their sick leave accruals credited back based on the L&I payment. Employees must use their available sick leave bank, and when and if the employee's sick leave is exhausted, compensatory time or accrued vacation leave may be used. It is mandatory for the employee to buy back their sick leave hours

with the time loss payment so that the employee receives no more than 100% of their wages during a time loss event. In any event, the Employer shall pay only up to the maximum of the difference between the payment received under Worker's Compensation by such employee and the employee's regular straight-time rate of compensation that the employee would have received from the Employer if able to work. Such payment by the Employer shall be limited to the period of time that such employee has accumulated paid leave credits. The foregoing shall be accomplished by the employee depositing the time loss check from Worker's Compensation and "buying back" the sick leave with a personal check or money order payable to the City of Des Moines. Once the employee has bought back all available sick and vacation leave, the employee shall no longer accrue paid leave benefits and shall not be required to surrender the time loss payments from Worker's Compensation to the Employer.

- 7.1.6 Payment of sick leave benefits is conditioned upon the employee notifying the supervisor or Department Director, or designee, of the employee's absence(s) as outlined in Section 4.H Attendance and Tardiness/Absenteeism of the City's Personnel Manual. Failure to give the required notice may result in no payment of sick leave benefits or other compensation for such absence(s).
- 7.1.7 The employee may be required to provide certification of illness from a qualified health care provider whenever absent for two (2) or more days or has established a pattern which appears to indicate abuse and is requested by the employee's immediate supervisor or the Department Director, or designee. Examples of such an established pattern include when employee calls in sick on a day when a vacation request was denied, or absences or tardiness when particular job duties are performed, on a day before or after days off, holidays, scheduled vacation, or weekends. The employee shall be required to provide a written release to return to work from a qualified health care provider whenever requested by the employee's immediate supervisor or the Department Director, or designee. The City may require any employee returning after an absence to be examined by a second qualified health care provider of the City's choice.
- 7.1.8 Any employee found to have abused sick leave privileges by falsification or misrepresentation shall be subject to corrective action, including but not limited to repayment to the City of any amounts paid to such employee for such periods of absence, or discipline, up to and including discharge.
- 7.1.9 Employees who utilize twenty-four (24) hours or less of sick leave in any calendar year shall receive 10 (ten) hours of vacation time. This is calculated per calendar year and is not available for people who work less than a full year. The employees who qualify for this additional vacation time, and the respective Department Director, shall receive a notice of the qualification in January immediately following the completion of the applicable calendar year. The time is immediately available upon notification and the use of this time follows the same guidelines as noted in Section 7.C of the City's Personnel Manual.
- 7.1.10 Employees with a sick leave balance of over two hundred (200) hours shall have one (1) hour of their monthly sick leave accrual of eight (8) hours cashed and deposited into the ICMA-RC 457 Plan. Employees whose balance is over three hundred (300) hours shall have two (2) hours of their monthly sick leave accrual of eight (8) hours cashed and deposited into the ICMA-RC 457 Plan.

- 7.1.10.1 Sick Leave Cash Out to HRA VEBA Upon Separation - Upon the separation from service of an employee in good standing with at least ten (10) years of service with the City of Des Moines in a position represented by the Union or upon the death of any employee regardless of years of service, the City will cash out 25% of the employee's sick leave balance or 200 hours, whichever is less. For employees with at least twenty (20) years of service, the City will cash out four hundred (400) hours or 50% of the employee's sick leave balance, whichever is less. As a tax savings to the employee, the City shall pay any sick leave cash out provided under this Section by contributing the entire cash-out value of all unused sick leave hours accrued and available to the employee's HRA VEBA account.
- 7.1.11 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may submit a request to the City Manager for a leave of absence as specified by Section 7.I of the City's Personnel Manual.
- 7.1.12 Employees may take sick leave for care of family including spousal equivalent under the Washington Family Care Act and the Family Medical Leave Act as currently enacted or as may be amended.
- 7.2 Shared Leave - Employees shall be eligible for shared leave in accordance with the current Employer policy contained in Section 7.J. of the City's Personnel Manual with the provision that employees applying for shared leave benefits may bank a total of forty (40) hours of accumulated sick leave. The Employer reserves the right to change the Shared Leave policy, provided that the Union is offered the opportunity to comment and provide input prior to the change and the change is applied uniformly to all employees covered by Section 7.J.
- 7.3 Light Duty - Light duty may be provided per Section 4.L of the City's Personnel Manual.
- 7.4 Bereavement - When a death occurs in an employee's immediate family, the employee may take up to two (2) days of paid bereavement leave which is not counted against any other leave. In addition, the employee may use up to eight (8) hours of sick leave for bereavement leave for in-state deaths and up to twenty-four (24) hours of sick leave for out-of-state deaths. The timing of bereavement leave will be by mutual agreement between the employee and the Department Director, or designee. An employee is not paid for any days off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be that amount the employee would have earned had the employee worked his or her regular work schedule during the leave. An employee may be granted a bereavement leave prior to completion of the trial period. "Immediate family" as used in this section is defined as an employee's spouse, spousal equivalent in a cohabitation relationship, parents, grandparents, children, adopted children, foster children, grandchildren, brothers, sisters, first cousins, nephews, nieces, aunts, or uncles, and/or corresponding in-laws and "step" relations. Additional paid bereavement leave using sick leave or other leaves may be approved by the City Manager on a case-by-case basis.

ARTICLE VIII VACATION AND HOLIDAY

- 8.1 Vacation - Each regular full-time employee shall accrue vacation leave at the following rates:

<u>Years of Employment</u>	<u>Vacation Hours Earned</u>	<u>Carryover Maximum</u>
0-3 years	8 hours/month	240
4-6 years	10 hours/month	240
7-10 years	12 hours/month	240
11-15 years	14 hours/month	240
16+ years	16 hours/month	240

The vacation carryover maximum will be reduced to 240 hours. The reduction in the vacation carryover maximum to 240 hours will be implemented in 2017-2019 in accordance with Appendix "B".

- 8.1.1 Employees accrue one-half of their monthly vacation accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Employees are eligible to use earned vacation leave after six (6) months of employment. The department director can waive the six-month waiting period. Regular part-time employees earn vacation leave on a pro-rated basis.
- 8.1.2 All vacation must be scheduled with and approved by the department director or designee. Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department.
- 8.1.3 Employees are encouraged to use vacation in the year it is earned. The maximum vacation hours that any employee can carryover from one year to the next is according to the schedule listed in Section 8.1. Where City operations make it impractical for an employee to use his/her vacation time, the City Manager may authorize the employee to carryover more hours, provided that the employee submits a request to carryover the additional hours that includes an explanation of why he could not use all the hours over the maximum carryover amount in that year and details a plan to make sure he will not carryover more than the maximum the following year. This request must be endorsed by the department director.
- 8.1.4 Upon separation from employment, employees shall be paid for all accrued but unused vacation time on their final paycheck at their current straight-time rate. Employees who are retiring are encouraged to use unused vacation time prior to the effective date of their retirement. Retiring employees may be paid for that portion of unused vacation time that does not create a retirement financial liability or obligation for the City on their final paycheck.

- 8.2 **Holidays** - An employee is eligible for a paid holiday if he or she is on paid status during the work day before and after the holiday. Employees shall receive the following holidays off with eight (8) hours of compensation at their regular straight-time hourly rate of pay:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25

Employees shall receive four (4) hours off at their regular straight-time hourly rate of pay the afternoon of Christmas Eve Day, December 24. In addition, employees shall receive sixteen (16) floating holiday hours as scheduled by the employee and approved by the supervisor. Regular part-time employees shall receive the above paid holidays on a prorated basis.

- 8.2.1 The above holidays shall be observed on those dates set by State law. Any holiday falling on a Sunday shall be observed on the following Monday. Any holiday falling on a Saturday shall be observed on the preceding Friday.
- 8.2.2 If a holiday occurs while an employee is on vacation or sick leave, the holiday shall be utilized rather than charged against the employee's accrued vacation or sick leave.
- 8.2.3 Employees assigned to work Thanksgiving Day, Christmas Day, and Christmas Eve Day after 12:00 p.m. (noon) shall be paid two (2) times their regular rate of hourly pay for all hours actually worked on those days, in addition to their holiday pay. Employees assigned to work on any of the remaining holidays listed in Section 8.2 shall be paid one and one-half (1½) times their regular rate of hourly pay for all hours actually worked on these days, in addition to their holiday pay. For the purposes of this provision, holidays begin and end at midnight, except Christmas Eve Day, which begins at 12:00 p.m. (noon) and ends at midnight. Employees who are assigned to work on any holiday may choose to receive their eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, add eight (8) hours of time to their floating holiday balance. Provided, that employees who are assigned to work the afternoon of Christmas Eve (rather than receive 4 hours off with pay) shall receive their choice of 4 hours of holiday pay or 4 floating holiday hours. These hours must be used in the calendar year they are earned and may not be carried over into the next calendar year.
- 8.2.4 Employees on alternative work schedules must use vacation, compensatory-time or floating holiday hours to account for the difference between the 8-hour holiday and their longer regular shift, using two (2) hours if on a "4-10s" schedule, or one (1) hour if on a "9-80s" schedule. However, when such employees have actual hours worked on a holiday under Section 8.2.3 above, they shall not also use vacation, compensatory-time, or floating holiday hours to supplement the 8-hour holiday.

- 8.2.5 In the event the observation of a holiday falls on an employee's regular day off, the employee may receive their eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, schedule an alternate day off with eight (8) hours of pay.
- 8.2.6 Employees are eligible to use their floating holiday after six (6) months of employment. The department director may waive this six (6) month waiting period. The annual floating holiday does not carryover from one year to the next. It must be used in the calendar year earned or is forfeited. The floating holiday is not compensated in any form upon separation of employment. The City Manager shall have the discretion to designate a particular day during the year as the floating holiday for all eligible employees. The City Manager may take an advisory ballot of all the eligible employees to determine for that year whether the employees wish to leave the floating holiday to individual discretion or to consolidate the floating holiday for one particular citywide day off.

ARTICLE IX GRIEVANCE PROCEDURE

- 9.1 Grievance Definition - A grievance is a complaint by a regular, full or part-time (non-trial period) employee or group of regular employees alleging a violation of a specific provision of this agreement. A complaint by an eligible employee regarding discipline that does not involve a loss of pay or monetary benefits may only be processed through Step 3 of the grievance procedure herein.
- 9.2 Grievance Procedure Steps - A grievance shall be handled in the following manner:
- 9.2.1 Step 1 - The aggrieved employee or group of employees shall present the grievance orally to the immediate supervisor within five (5) working days of its occurrence (or discovery of occurrence), not including the day of the occurrence. The supervisor shall give an oral reply within five (5) working days of the date of presentation of the grievance, not including the date of the presentation. If the grievance is resolved at Step 1, the supervisor shall prepare a memorandum to the grievant(s) setting forth the terms of the resolution. A copy of this memorandum should be sent to the Department Director and Personnel Director at the time it is sent to the grievant(s).
- 9.2.2 Step 2 - If the grievance is not settled at Step 1 it shall be: (1) reduced to writing, stating the specific section of this agreement that was allegedly violated and describing the remedy, adjustment, or other corrective action sought; (2) dated; (3) signed by the aggrieved employee or group of employees; and (4) presented to the Department Director within five (5) working days after the supervisor's oral reply is given, not including the day the answer is given. The Department Director shall reply in writing to the grievant(s) within five (5) working days of the date of the presentation of the written grievance, not including the day of the presentation. If the grievance is resolved at Step 2, the Department Director shall prepare a memorandum to the grievant(s) setting forth the terms of this resolution. The Personnel Director should be provided with a copy of this memorandum at the time it is sent to the grievant(s).

9.2.3 **Step 3** - If the grievance is not settled at Step 2, the written grievance shall be presented, along with all pertinent correspondence and information to the City Manager within five working days after the Department Director's response is given, with a copy going to the Department Director. The City Manager may meet with the aggrieved employee or group of employees, the immediate supervisory personnel and the Department Director. The City Manager shall reply to the grievant(s) in writing within ten (10) working days of the date of presentation of the written grievance, not including the day of presentation.

9.2.4 **Step 4** - If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Union or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his or her staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- c. The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- d. If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

9.2.5 **Step 5** - Arbitration Procedure. If a grievance concerning a violation of a specific provision of this Agreement which shall not include any disciplinary action is not settled in accordance with the foregoing procedures, the Union or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendar days after completion of Step 3. If the request for arbitration is not filed by the Union staff representative or the Employer within thirty (30) calendar days, the Union or Employer waives its right to pursue the grievance through the arbitration procedure. The City and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the City representative and the Union representative shall have the right to strike four (4) names from the panel. The party striking the first name shall be determined by a flip of a coin. The other party shall then strike the next name and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she

set a time and place subject to the availability of the City and the Union representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

9.2.6

Step 5 - Arbitration Procedure (Discipline involving loss of pay or monetary benefits). If a grievance concerning discipline involving loss of pay or monetary benefits is not settled in accordance with the foregoing procedures, the Union or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendar days after completion of Step 3. If the request for arbitration is not filed by the Union staff representative or the Employer within thirty (30) calendar days, the Union or Employer waives its right to pursue the grievance through the arbitration procedure.

A panel of three (3) arbitrators determined by the Employer and Union representatives starting with a panel of eleven (11) professionally recognized arbitrators selected by the Employer and the Union. The Employer will then delete four (4) names. The Union will then delete four (4) names. The remaining three (3) arbitrators become the panel from which the Employer shall select an arbitrator if necessary during the term of the Agreement. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place subject to the availability of the City and the Union representatives. The arbitrator's authority is limited to either accepting the position of the Employer or accepting the position of the Union. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

9.3

Special Provisions

- a. The cost of the arbitration shall be borne equally by the parties including the arbitrator's fees and expenses, room rental and cost of record.
- b. Each party shall bear the cost of the preparation and presentation of its own case, including but not limited to witness fees and attorney fees.
- c. The term "Employee" as used in this article shall mean an individual employee, a group of employees, and/or their Union representative.
- d. An aggrieved party shall be granted time off without loss of pay for the purpose of hearing on a grievance.

- e. A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- f. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.
- g. Any grievance shall be considered settled at the completion of any step if the Employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.
- h. Grievance claims involving retroactive compensation shall be limited to one hundred twenty (120) days prior to the written submission of the grievance.

9.4 Election of Remedies - It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

9.4.1 The Union, the appealing employee, and any other bargaining unit members do not have a right to bypass the arbitration provisions of this Agreement and resort to litigation or any other forum to appeal a grievance based on rights under this Agreement.

ARTICLE X EQUIPMENT, UNIFORMS, AND TRAINING

10.1 Equipment - The Employer shall provide each employee safety equipment and protective clothing as required by the Employer for the performance of all essential job functions.

10.2 Uniforms - The Employer shall provide each employee a sufficient number of uniforms. The Employer shall also provide laundering services for all uniform items. Following initial uniform issue, replacement of uniform items shall be based on need. The Employer shall have the sole and final authority to determine when items need replacement.

10.2.1 The Employer, for 2014 shall provide each employee with a boot allowance of up to one hundred eighty dollars (\$180) to purchase work boots. The allowance shall increase by one hundred percent (100%) of Seattle CPI-U of June of the previous year for subsequent years. Boots replacement shall be based on need, with the Employer having the sole and final authority to determine when replacement is needed. The boot allowance amount shall apply each time a pair of boots is replaced.

10.3 Training - The Employer shall compensate employees to attend employer required training. Employer required training shall be paid at the employee's regular, straight-time hourly rate of pay unless otherwise required by the Fair Labor Standards Act. The Employer shall reimburse costs reasonably related to such training.

- 10.3.1 Reimbursement for training and other related expenses shall be in accordance with the Employer's policy.
- 10.3.2 The Employer shall not be required to compensate an employee for time spent by the employee outside of regular working hours for acquisition or maintenance of certifications required by county, state, or federal law.

ARTICLE XI HEALTH, WELFARE, and RETIREMENT

11.1 Medical Insurance - Regular full-time employees and regular part-time employees budgeted for thirty (30) hours or more per week shall be eligible to participate in the City's medical insurance plans. Premiums shall be paid by the City on behalf of all full-time employees and on behalf of all part-time employees budgeted for thirty (30) or more per week on a pro rata basis according to the following schedule:

- 1) The City will pay ninety percent (90%) of the employee's premium and eighty percent (80%) of the spouse and dependents' premiums for the following Association of Washington Cities Health Insurance Plans:
 - i. HealthFirst Plan; changing to HealthFirst 250 at the earliest feasible date in 2017
 - ii. Group Health Cooperative \$10.00 Copay Plan; changing to Kaiser Permanente \$200 Deductible Plan at the earliest feasible date in 2017

- 2) The City will pay one hundred percent (100%) of the eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums for the Association of Washington Cities High Deductible Health Plans with Regence and Kaiser Permanente.
 - i. For employees who select a High Deductible Plan the City will provide a notional Health Reimbursement Arrangement (HRA) of one thousand five hundred dollars (\$1,500) for employee only coverage or three thousand dollars (\$3,000) for any family coverage. The City will fund the notional HRA by preloading a benefits debit card for each employee on an annual basis.
 - ii. Once the deductible has been met, and the employee has paid the coinsurance costs of one thousand five hundred dollars (\$1,500) above any beyond the deductible for employee only coverage, or three thousand dollars (\$3,000) above and beyond the deductible for any family coverage, the City will pay any further coinsurance costs which apply to the employee's annual-out-of-pocket limit.
 - iii. The unused balance in the notional HRA will be rolled over into the employee's HRA VEBA account in April of the following year.

- 3) For those employees who select the HealthFirst 250 Plan or the Kaiser Permanente \$200 Deductible Plan, the City will make the following contributions to the employee's HRA VEBA account:
 - i. Employee only: five hundred eighty dollars (\$580)
 - ii. Employee plus dependents one thousand one hundred thirty dollars (\$1,130)
- 4) Should the City voluntarily agree to a higher HRA or HSA amount with any other group, the Union members covered by this agreement, shall receive the same amount(s). This provision shall not apply to any HRA or HSA amounts imposed on the Employer as a result of any arbitration or court decision.

11.2 Dental Insurance - For regular full-time employees and regular part-time employees whose positions are budgeted for thirty (30) or more hours per week, the City shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage and dependent coverage under the Association of Washington Cities (AWC) Washington Dental Service Plan F and Plan II Orthodontia.

11.3 Vision Insurance - For regular full-time employees and regular part-time employees whose positions are budgeted for thirty (30) or more hours per week, the City shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage and dependent coverage under the Association of Washington Cities (AWC) Vision Service Plan (VSP), Full Family \$25 Deductible.

11.4 Long-term Disability (LTD), Term Life, Accidental Death and Dismemberment (AD&D), and Survivor's Income Benefit (SIB) Insurance - As the City of Des Moines has withdrawn from the Social Security System, the Employer will provide a package of benefits that is intended to replicate the benefits that employees would be eligible for under Social Security. For regular full-time employees and regular part-time employees whose positions are budgeted for twenty-one (21) or more hours per week, the Employer shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage for LTD, Term Life, AD&D, and SIB coverage. The Employer will pay into the Social Security System for employees not eligible for these benefits.

- i. In addition to the current LTD SIB and Term Life Insurance (\$5,000 and \$10,000 AD&D) coverage the City provides, the City will contribute an additional point three five three percent (0.353%) for each employee, covered by the Teamsters Collective Bargaining Agreement, to their 457(a) account from the savings realized by the City from the LTD and SIB Programs.
- ii. The City will modify the terms of the 401(a) Social Security Replacement and 457 Deferred Compensation Plans it purchases from ICMA-RC to allow retired employees represented by the Union to annually withdraw, tax free, the

maximum amount allowed by law to pay for health insurance premiums, when federal law or regulation is changed to allow such withdrawals.

- 11.5 Payment of Premiums - The Employer will pay premiums for the coverages described in this Article for eligible employees if the employee is on paid status during the first ten (10) working days of the month.
- 11.6 The Employer reserves the right to select other insurance plans and carriers or to self-insure to provide the benefits outlined in Article 11, provided that the benefits are comparable with those currently offered. The Teamsters agree to accept externally imposed benefit changes.
- 11.7 Public Employees Retirement System (PERS) - The Employer and eligible employees shall contribute to the PERS system as required by State law.
- 11.8 Social Security - The City of Des Moines does not participate in the Social Security System. In lieu of the retirement benefit of Social Security, the City has a 401(a) Defined Contribution Plan through the International City/County Management Associations Retirement Corporation (ICMA-RC). For regular full-time employees and regular part-time employees whose positions are budgeted for twenty-one (21) or more hours per week, the Employer shall contribute an amount equal to five percent (5%) of base pay and employees shall contribute an amount equal to six and two-tenths percent (6.2%) of base pay. Vesting of the City's share of the 401(a) plan is as follows: after two years of service - 25%, after three years of service - 50%, after four years of service - 75%, and after five years of service - 100%.
- 11.9 The Employer shall pay into the Labor and Industries system as required by law for all employees covered by this agreement.
- 11.10 Part 125 Plan - Effective January 1, 2008 through December 31, 2009, the City shall allow an employee to participate in a Part 125 Plan if he/she so desires.
- 11.11 Western Conference of Teamsters Pension Trust - On November 18, 2015, The Union held an election to determine whether the Public Works and Parks employees wanted to participate in the Western Conference of Teamsters Pension Trust. The Union certifies herein that such an election occurred and that bargaining unit members by majority vote determined that they wished to participate. Effective January 1, 2016, all bargaining unit members as recognized in the Collective Bargaining Agreement shall participate in the Western Conference of Teamsters Pension Trust Fund (the "Trust Fund"). Contributions shall be made for all bargaining unit members as recognized in the Collective Bargaining Agreement, based on the previous month's compensable hours, starting with compensable hours earned in January, 2016, and paid in the February, 2016 pay warrants. Said contributions shall be made by all bargaining unit members through a pre-tax payroll diversion from their monthly earnings for all compensable hours to the Trust Fund's "basic plan" in the manner set forth below. The "basic plan" for purposes of this Agreement means the Trust plan that does not include a Program for Early Retirement (PEER).

Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 11.11.2 on behalf of all regular employees performing bargaining unit work; and for purposes of this Section the bargaining unit shall be defined as follows:

All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. The scope of the bargaining unit shall exclude all employees of the Employer performing work historically known as "seasonal or summer work".

Specifically excluded from the unit shall be employees working on a seasonal basis that perform "seasonal or summer work" upon the Employer owned property regardless of the method compensated or the location of the work performed.

The scope of this Agreement shall not be expanded by the continuation of the practice of bargaining unit employees performing "seasonal or summer work" so assigned. Provided however the terms of this Agreement shall apply whenever bargaining unit employees perform non-bargaining unit "seasonal or summer work".

No person or third party beneficiary shall interpret this Agreement such that "seasonal or summer work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by "seasonal or summer work" and confirms that such work is not bargaining unit work for the purpose of this section.

- 11.11.1 The total amount due to the Trust Fund for each monthly payroll period shall be remitted to the Administrator for the Trust Fund in a lump sum by the City on or before the 20th of each month for all compensated hours during the preceding month. The Employer shall abide by rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of the contribution amounts paid for all bargaining unit employees.
- 11.11.2 The Employer shall pay one dollar and fifty cents (\$1.50) per hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for which each hour for which compensation was paid. The one dollar and fifty cents (\$1.50) per hour contribution will be through a payroll diversion on a pre-tax basis.
- 11.11.3 The pre-tax hourly diversions provided for in Section 11.11.2 may be increased by a majority vote of the affected classification. In the event this occurs the Employer and the Union will execute a Letter of Agreement modifying Section 11.11.2.

ARTICLE XII LABOR-MANAGEMENT CONFERENCE COMMITTEE

- 12.1 Labor-Management Conference Committee - The Employer and the Union shall establish a Joint Labor-Management Conference Committee which shall be comprised of participants from both the Employer and the Union. The function of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as opposed to individual complaints, for the purpose of

establishing a harmonious working relationship between the employees, the Employer and the Union. It is not the purpose of the Committee to reopen collective bargaining negotiations or to change the terms of this Agreement. Either the Employer or the Union may request a meeting of the Committee. The party requesting the meeting shall do so in writing listing the issues they wish to discuss.

ARTICLE XIII COMPENSATION

- 13.1 Base Wage - The classifications of work and monthly rates of pay for employees covered by this Agreement shall be set forth within Appendix "A" to this Agreement which by this reference shall be incorporated herein as if set forth in full.
- 13.2 Military Paid Leave of Absence - An employee who is a member of the reserves or any branch of the uniformed service, who is ordered to involuntary active duty by the United States government, thus requiring a leave of absence from his or her City position, and who has exhausted annual military leave as provided by RCW 38.40.060 will be granted a paid leave of absence from their City position at their regular base rate of pay less the amount of military pay to which they are entitled.

ARTICLE XIV PERFORMANCE OF DUTY

- 14.1 Employees shall perform their assigned duties to the best of their abilities. The Union and the Employer agree that there shall be no strikes, walk outs, slow downs, stoppages of work, "sick outs", or any interference with the efficient operation of the departments.

ARTICLE XV SAVINGS

- 15.1 Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force and effect.

ARTICLE XVI SAFETY

- 16.1 Safety - The Employer agrees to provide a work environment that complies with all applicable state and federal laws to insure worker safety.
- 16.2 Drug and Alcohol Testing - The parties have agreed to implement the Department of Transportation requirements for CDL drug and alcohol testing and the City's Drug and Alcohol Testing Policy and Procedures.

ARTICLE XVII EMPLOYEE RIGHTS

- 17.1 The Employer recognizes and agrees that employees covered by this Agreement are entitled to all rights and privileges accorded ordinary citizens under all applicable provisions of the United States and State Constitutions as well as the rights and privileges granted by any and all applicable laws and this Agreement. If a meeting is called for disciplinary action, and employee may request a Union Representative to be present.

- 17.2 Employees shall have the right to review their personnel file on break time, lunchtime, or leave status, and request in writing amendments of any statements in their file. Any Employer's decision regarding a proposed amendment shall be in writing. If amendment is refused, the employee shall be entitled to have a rebuttal statement placed in the file. All performance evaluations shall be reviewed with the employee before being included in their personnel file. Employees shall sign the evaluation as evidence that it has been reviewed with them. An employee's signature does not necessarily indicate agreement.

ARTICLE XVIII SUBCONTRACTING

- 18.1 At least ninety (90) days prior to the implementation of contracting out to public or private agencies, the City shall meet with the Union to:
- 1) Provide the City's reasons and goals for contracting out or reassignment of the work,
 - 2) Discuss alternatives to contracting out or reassignment that would meet the City's goals, and
 - 3) If the implementation should result in a reduction of the workforce, bargain the impacts of such contracting out or reassignment.

ARTICLE XIX COMPLETE AGREEMENT

- 19.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue unless mutually agreed otherwise.
- 19.2 Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement.

ARTICLE XX TERM OF AGREEMENT

- 20.1 This Agreement shall be effective January 1, 2017, and shall remain in full force and effect through December 31, 2019. If a certain Article specified a different date, that date shall take precedent. Either party may upon written notice to the other no later than ninety (90) days prior to the expiration of the Agreement of their intent to meet and negotiate a successor agreement.
- 20.2 Notwithstanding the provisions of Section 20.1, this Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been reached or an impasse has been reached and declared by the Employer and/or the Union, whichever is the sooner; provided however, in no event shall an impasse be declared earlier than one (1) year following the expiration date of this Agreement.

ARTICLE XXI MISCELLANEOUS

- 21.1 Deductions shall be made for tardiness in increments of fifteen (15) minutes with the major portion (eight (8) or more minutes) of each fifteen (15) minute increment being deducted as fifteen (15) minutes.
- 21.2 Should the Mayor, City Manager or a Designee close City Hall, due to inclement weather or related conditions and releases non-essential personnel on administrative leave during regular City Hall business hours, then the City shall add an equal amount of time to the vacation balances of each employee covered under this agreement who is assigned to work during the normal City Hall business hours while City Hall is closed.
- 21.3 Furloughs - The City reserves the right to negotiate furloughs in the event of significant budget shortfall as part of its efforts to preserve essential services and ensure the City's ongoing ability to meet its financial obligations. The City recognizes its obligation to provide notice to the Union and an opportunity to negotiate furloughs. The details of any furlough will be negotiated in good faith by the parties, including whether seniority may apply in a furlough and how furloughs or equivalent concessions are being implemented for other City employees (since it is not the City's intent to single out the Teamsters bargaining unit). Furloughs would only be implemented either by agreement between the parties or upon completion of negotiations and statutory impasse procedures pursuant to RCW 41.56. The concerns of the Union will be given good faith consideration by the City, including concerns as to equity with other City employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 6th day of July, 2017.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

CITY OF DES MOINES, WASHINGTON

By Scott A. Sullivan
Scott A. Sullivan
Secretary-Treasurer

Michael F. Matthias
Michael F. Matthias
City Manager

Date 7-6-17

Date 7.6.2017

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF DES MOINES, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works, Parks and Marina Employees)

January 01, 2017 through December 31, 2019

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF DES MOINES, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

Retroactive pay increases provided under this Appendix, and for standby pay under Article 5.3.2, shall apply to all employees on the payroll at the time of Union ratification.

- A.1 Effective January 1, 2017, the base wage rates in effect December 31, 2016, shall be increased by one and seven-tenths percent (1.7%), resulting in the following hourly rates:

RANGE	POSITION	A	B	C	D	E
T11	Maintenance Worker I Harbor Attendant I	\$21.51	\$22.59	\$23.72	\$24.91	\$26.15
T15	Maintenance Worker II Harbor Attendant II	\$25.17	\$26.42	\$27.74	\$29.13	\$30.58
T16	Traffic Control Specialist Marina Environmental Operations Specialist Surface Water Management Specialist	\$26.18	\$27.48	\$28.86	\$30.30	\$31.82
T17	Facilities Worker	\$27.22	\$28.58	\$30.01	\$31.51	\$33.09
T18	Sr. Maintenance Worker (Lead)	\$28.31	\$29.72	\$31.21	\$32.78	\$34.41

The entry-level pay range of T11 is added such that new hires will be automatically advanced to the T15 range after meeting the requirements for the position, to include three years of experience.

- A.2 Effective January 1, 2018, the base wage rates shall be increased by an amount equal to one hundred percent (100%) of the Seattle CPI-U for June 2016 to June 2017, with a minimum increase of one percent (1.0%) and a maximum increase of one and nine-tenths percent (1.9%).

- A.3 Effective January 1, 2019, the base wage rates shall be increased by an amount equal to one hundred percent (100%) of the Seattle CPI-U for June 2017 to June 2018, with a minimum increase of one percent (1.0%) and a maximum increase of one and nine-tenths percent (1.9%).
- A.4 The rates of pay provided for in APPENDIX "A" of this Agreement are contract minimums. Nothing herein shall prohibit the Employer from paying an employee in excess of the minimum amounts.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF DES MOINES, WASHINGTON

By Scott A. Sullivan
Scott A. Sullivan
Secretary-Treasurer

Michael F. Matthias
Michael F. Matthias
City Manager

Date 7-6-17

Date 7-6-2017

APPENDIX "B"
to the
AGREEMENT
by and between
CITY OF DES MOINES, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works, Parks and Marina Employees)

January 01, 2017 through December 31, 2019

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- B.1 During the term of this Agreement the parties have agreed in Article 8.1 to reduce the Vacation Carryover Maximums to two hundred and forty (240) hours for all employees. All employees who are in excess of two hundred and forty (240) hours shall make a good faith effort to reduce their vacation bank down to the new maximum of two hundred and forty (240) hours by December 31, 2019.
- B.2 Current employees, Richard Stites and Patrick Wolfrom, shall be cashed out of any vacation in excess of two hundred and forty (240) hours on December 31, 2019, should they not make it below the two hundred and forty (240) hour threshold.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

CITY OF DES MOINES, WASHINGTON

By Scott A. Sullivan
Scott A. Sullivan
Secretary-Treasurer

Michael F. Matthias
Michael F. Matthias
City Manager

Date 7-6-17

Date 7-6-17

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Staff Update on Federal Way Link
Extension (FWLE) Construction and Service
Operations Noise and Noise Mitigation

ATTACHMENTS: None

FOR AGENDA OF: May 10, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 3, 2018

CLEARANCES:

- Community Development *SMC*
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Public Works *PBC*

CHIEF OPERATIONS OFFICER: *DJB*

- Legal _____
- Finance N/A
- Courts N/A
- Police N/A

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

Purpose and Recommendation

The purpose of this agenda item is to update the City Council on noise impacts of construction and service operations of the Federal Way Link Extension (FWLE) beginning with construction expected to start in late 2019 or early 2020 with service operations to begin in 2024. This will provide important context when the City Council considers the FWLE Transit Way Agreement and Development Agreement in July 2018. FWLE Executive Project Director Dan Abernathy will be making a presentation on how construction and train operations noise will impact the Pacific Ridge Neighborhood.

Background

The FWLE Final EIS (FEIS) and final alignment and project-to-build was approved in January 2017 and the environmental mitigation was approved by the Federal Transit Administration (FTA) and the Federal Way Highway Administration (FHWA) in March 2017. The FEIS identified in Appendix G3 based on Federal noise mitigation performance criteria. When applied to the 30% preliminary engineering, the FWLE FEIS anticipates standard concrete noise walls with a 6 to 8-foot typical height when at-grade as

the primary noise mitigation measure, and 4 to 6 feet in height when on elevated structures from South 216th Street to Kent Des Moines Road. These heights may be up to 18 feet high to mitigate impacts on the upper floors in multi-family units.

Notice to Proceed will be issued to Design-Build contractor (DB) in Summer 2019. Final design of the noise walls will be completed by the DB contractor and these anticipated noise wall heights may change, so long as the DB contractor demonstrates to Sound Transit's and the City's satisfaction through design modeling that the noise mitigation performance criteria can be met and verified compliant by post construction monitoring. Proactive community outreach, including feedback on noise wall height and decorative features, will ensure transparency with the Pacific Ridge Neighborhood and the City during this final design review and permitting, and construction monitoring.

Construction noise will be reduced to meet City regulatory requirements, by operations methods, scheduling equipment choice and acoustical treatments in accordance with FWLE FEIS mitigation requirements and/or City permit requirements or noise variances granted by the City.

In summary, here is the current schedule of upcoming FWLE milestones:

- Right of Way Acquisition – Through July 2019
- Request for Design/Builder (DB) Qualifications (RFQ) – April 2018
- Request for Proposals (RFP) from 3-4 short listed DB teams – August 2018
- DB selected – Winter 2019
- Notice to Proceed – Summer 2019
- Heavy construction completed – 2023
- FWLE service begins - 2024

Discussion:

Two types of noise will be generated by the FWLE – construction and train operations. Construction activities are loud and noticeable but can be minimized when best management practices and noise mitigation tools are applied. Light rail vehicle noise is substantially less than a typical airplane under the flight path and further reduced with noise walls. Indoor noise levels are even less.

The City's approval of the buffer design will also require that the noise generated by the FWLE and the SR 509 extension, as estimated by the FWLE EIS and by a City and FWLE ST-reviewed WSDOT noise study, is fully mitigated. That WSDOT noise study was based on the FWLE 30% design which assumes an at-grade alignment through Pacific Ridge. The Design Builder may choose, however, to design and build an elevated guideway rendering the WSDOT assumption for the SR 509 project invalid and requiring WSDOT to design noise mitigation into its project. The City will be closely monitoring both FWLE and WSDOT designs to ensure noise is fully mitigated according to federal noise mitigation standards.

Over the next 3 months City staff will work with ST to complete the following for City Council and ST Board approval:

- Transit Way Agreement (TWA) to construct, operate and maintain the FWLE through Des Moines, and
- Development Agreement (DA) incorporating the design and construction standards and permitting process that ST's selected DB and ST itself will be required to follow when that contractor selection is made in 2019. The DA will include:
 - Specific Des Moines roadway improvements
 - DMMC interpretations
 - Design review, permitting and inspection process
 - Construction mitigation including restoration of City streets used a haul or detour routes
 - Minor revisions to project approvals
 - Utility locations

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May 10, 2018 - #3 Briefing
Des Moines City Council

Good evening Mayor Matt, council and staff.
For the record, I am Alli Larkin, a private person residing in Des Moines.

As 3 minutes does not allow me to tell you how I became a messenger for God to share His message about Safe Clean Water and Safe Cleaner Energy and how He created them to sustain all living things, I will get right to the point of the Cell Tower that brought here this evening.

When I began investigating this cell tower placed between our children's play ground and play field and filed my Public Request for Information on March 22, 2018, I had no idea about what I was going to find. First it was the Telecommunications Act of 1996 that I shared Section 704 with you on April 26th. Then when I received the eight documents I had received regarding it, I found among them the Communications Site Lease Agreement dated 29 Aug, 2003, I saw on pages 1-2 how it was intertwined with the Telecommunications Act of 1996. And I found that was first signed the year I became a water commissioner, ten years before I started investigating and speaking about cell towers and smart meters and the impact they do and could have on water on sewer districts.

In the hand out you will find these pages from this Lease Agreement. You will also find a 5/3/2018 print out from www.antennasearch.com that detects that there are currently 204 Cell Towers and 424 Antennas located within a four mile radius of this building. There is also an article, "Cell Tower Health Risks by Dr. Arthur Firstenberg. In it he says, "The cellular phone industry continues to maintain that cell phone towers pose no health risk, but fewer people believe that these days. All most all scientists in this field would disagree that cell towers are safe, except those employed by the industry.

To know more about the harm we are all experiencing, here is just one of many websites that I can recommend:

www.emfknight.net/Education It has four sections.

1. What is EMF or EMR? Why do Scientists say that it is Dangerous?
2. EMF PLAYS AN IMPORTANT ROLE ON DEMENTIA
3. ORGANS & SYSTEMS PRIMARILY ATTACKED BY EMF
4. The Immune System is regulated by the Electric System of the Brain

I well know the truth hurts to realize that the wireless technology that has become mandatory and addictive to us, was put upon us while withholding the known harm it is causing us and all living things.

I have also included a cartoon that a friend was inspired to do for me after I told her my story about Safe Clean Water-Safe Clean Energy.

You can expect to see me back for my 4th 3 Minute Briefing, regarding Smart Meters and what is now being done about them.

Yours more truly than you know,

Alli Larkin

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated as of 29 Aug, 2003 is between Pacific Bell Wireless Northwest, LLC, a Delaware limited liability company, d/b/a Cingular Wireless ("Lessee"), whose address is 2445 - 140th Avenue, NE, Suite 202, Bellevue, WA 98005, and City of Des Moines, a municipal corporation ("Lessor"), whose address is 21630 11th Avenue South, Des Moines WA 98198.

The parties hereto agree as follows:

1. Premises. Lessor represents that Lessor owns the real property legally described in Exhibit "A" commonly known as 1000 S. 220th Street, Des Moines WA 98198 (Assessor's Parcel Number 082204903403). Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's property ("Lessor's Property") approximately 405 square feet of space as depicted in Exhibit "B", including any applicable easements for access and utilities (the "Premises").



2. Use. The Premises may be used by Lessee for any lawful activity in connection with the provision of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. Lessor agrees, at no expense to Lessor, to cooperate with Lessee in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. Condition Precedent. This Lease is conditioned upon Lessee, or Lessee's assigns, obtaining, at Lessee's sole cost and expense, all governmental licenses, permits and approvals enabling Lessee, or its assigns, to construct and operate mobile/wireless communications facilities on the Premises.

4. Term. The term of this Lease ("Term") shall be five (5) years commencing with the date Lessee commences construction of its mobile/wireless communications facilities on the Premises, excluding preliminary testing, survey and utilities work (the "Commencement Date"). Lessee shall have the right to extend the Term of this Lease for two (2) additional Terms ("Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the first five year Term or any Renewal Term.

5. Rent.

(a) Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Twelve Hundred Dollars (\$1,200.00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to Lessor at Lessor's address specified at the beginning of this Lease. Rent shall be adjusted annually as of the anniversary of the Commencement Date to the extent of any percentage change which occurred in the Consumer Price Index (All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics for All Consumers for the Seattle Metropolitan area (hereinafter "CPI"). The rental adjustment shall be calculated by multiplying the Rent then in effect by a fraction, the denominator of which is the CPI in effect as of the calendar month fourteen full months prior to the anniversary date, and the numerator of which is the CPI in effect two full months prior to the anniversary date. Notwithstanding the foregoing, in no event shall Rent be increased by more than 3% of the Rent paid during the previous year.

(b) Market Rent. If Lessor feels that Rent is not equal to market rent for similar sites in similar geographic areas ("Market Rent"), then at the beginning of each five-year term, Lessor can require that Rent be increased to the then-current market rent for similar sites in similar geographic areas. If Lessor and Lessee cannot agree upon Market Rent within thirty (30) days after Lessor presents its proposal for Market Rent, then the matter shall be settled by binding arbitration by a single arbitrator who has experience in real estate leasing matters. The arbitration will be administered by the American Arbitration Association in accordance with its Commercial Arbitration rules if the parties have not otherwise agreed to use a different arbitrator or arbitration process. At least ten (10) days in advance of the hearing, each party will submit to the arbitrator and to each other their best offers of

Market Rent. The arbitrator shall be limited to choosing one of the two proposed Market Rent figures, and the arbitrator shall award the Market Rent figure that is closest to the true Market Rent. The costs of the arbitration, expert witnesses and attorney's fees shall be borne by the party whose Market Rent figure was not selected by the arbitrator.

(c) If the Commencement Date is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease, or if this Lease is terminated before the expiration of any month.

6. Improvements; Access.

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the purpose of preparing for the construction of Lessee's Facilities. During any Tests or pre-construction work, Lessee will have insurance as set forth in Section 14, Insurance. Lessee will notify Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Lessor. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee will notify Lessor and this Lease will terminate.

(b) Lessee has the right to construct, maintain, install, repair and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennae and supporting structures and improvements ("Lessee's Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee or its equipment lessors or assigns. Lessee's Facilities shall not be considered fixtures. Lessee has the right to remove any or all of Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease. Lessee will make the improvements and follow the procedures set forth in Exhibit B1 to this Agreement.

(c) Lessor shall provide Lessee, Lessee's employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install and operate Lessee's Facilities on the Premises, and to remove them therefrom. Lessee's exercise of such rights shall not cause undue inconvenience to Lessor.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow reasonable access. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways. If Lessee causes any such damage, it shall promptly repair same.

(e) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing this right.

(f) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

(g) Upon the expiration, cancellation or termination of this Lease, Lessee shall surrender the Premises to Lessor in good condition, less ordinary wear and tear.

RECOLOGY'S 2017 SOLID WASTE UPDATE

CITY OF DES MOINES

May 10, 2018



AGENDA

INTRODUCTION

CUSTOMER SERVICE

WASTE DIVERSION

COMMUNITY ENGAGEMENT

LOOKING AHEAD

INTRODUCTION



RECOLOGY IS:

- 100% Employee-Owned
- Resource Recovery

RECOLOGY PROVIDES:

- Collection Services
 - Residential: +6,400
 - Commercial/Multifamily: +500
- Recycle Processing
- Public Education & Outreach
- Retail Store/Drop-off Recycling
- Graffiti Removal

CUSTOMER SERVICE



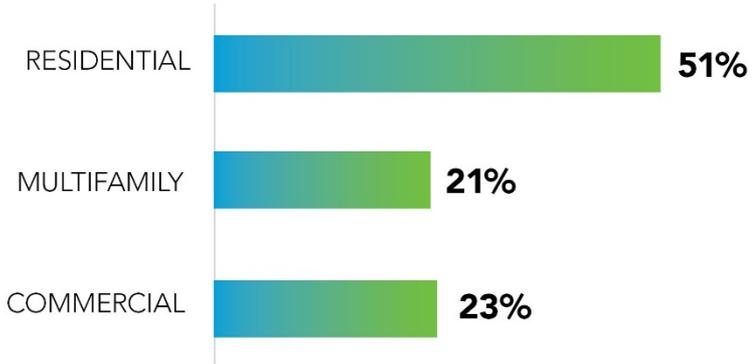
“I work in a small store in Des Moines. One of your workers was a complete gentleman the other day and **helped one of our customers cross the street** with her groceries.

I want to share this picture with you and let you know what a wonderful man you hired. **Thanks so much for your time and service.”**

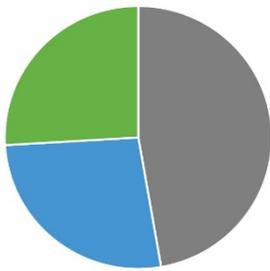
Des Moines Business Customer
April 24, 2017

2017 WASTE DIVERSION

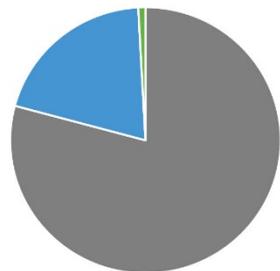
DIVERSION RATES (BY SECTOR)



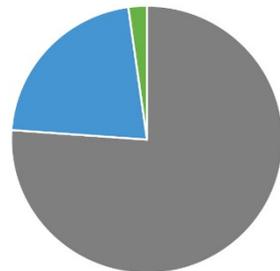
RESIDENTIAL (TONS)



MULTIFAMILY (TONS)



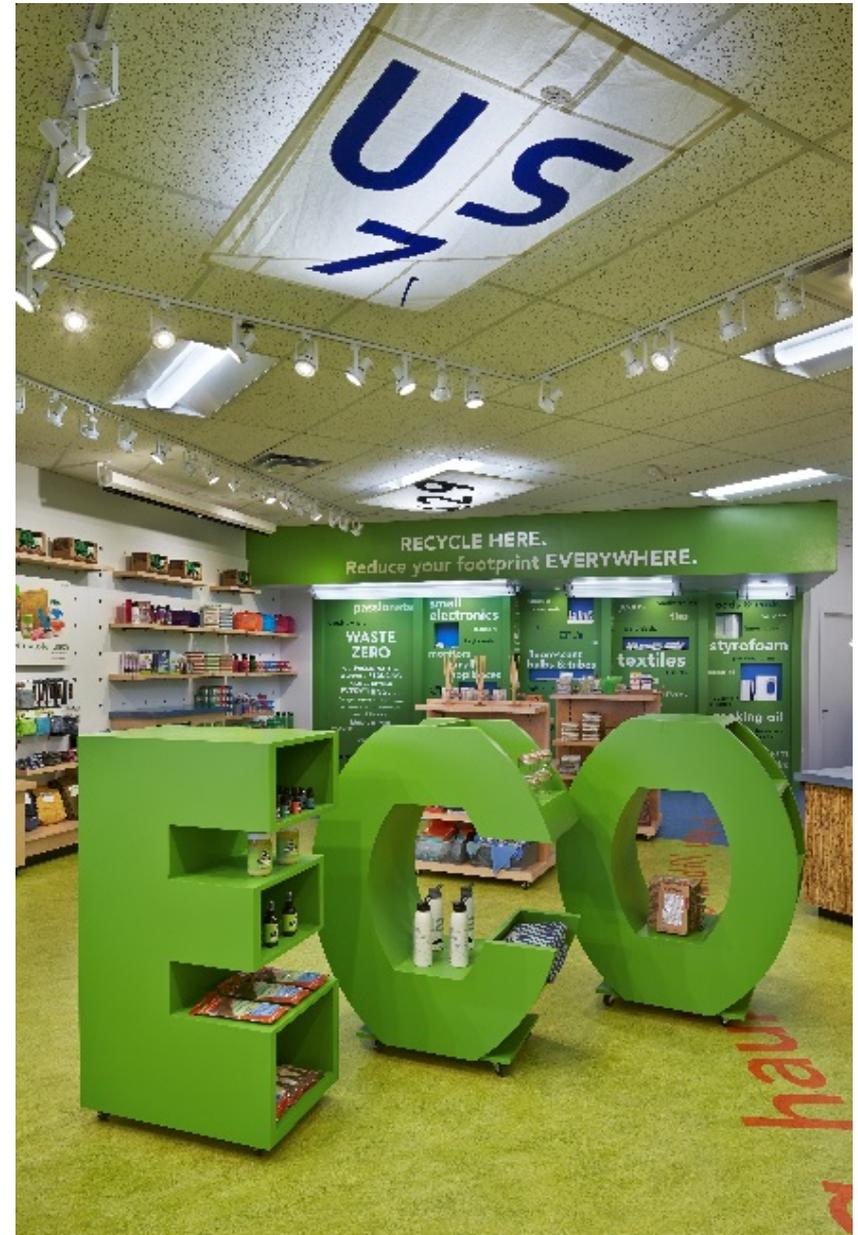
COMMERCIAL (TONS)





SHOPLEARNRECYCLE

15858 1st Ave. S
Burien, WA 98148



OUTREACH, PARTNERSHIPS & INVESTMENTS



LOCAL

Seattle Southside Chamber of Commerce
Highline Schools Foundation
Highline Historical Society
Des Moines Dollars for Scholars
Des Moines Farmers Market
Des Moines Waterland Parade
Woodmont Earth Day Event
Poverty Bay Wine Festival
Destination Des Moines
Des Moines Legacy Foundation
Des Moines Blues & Brews Festival

REGIONAL

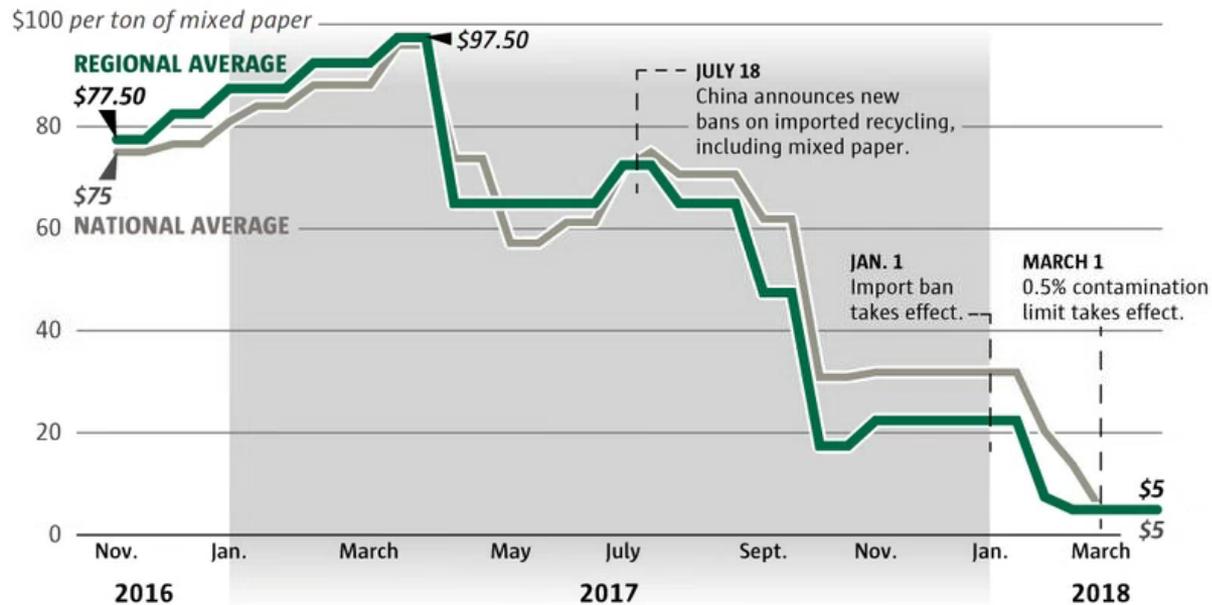
Association of Washington Cities
Bike Works
Forterra
Make a Wish Foundation
Mountains to Sound Greenway
Sierra Club
Suburban Cities Association
Washington State Recycling Association
Washington Conservation Voters
Washington Green Schools
Washington Clean Cities

CHINA'S NATIONAL SWORD POLICY

The Seattle Times

China closes the door, prices crash

The average price paid to recyclers for a ton of mixed paper in the Pacific Northwest and across North America has plummeted in the last year.



Source: RecyclingMarkets.net

EMILY M. ENG / THE SEATTLE TIMES

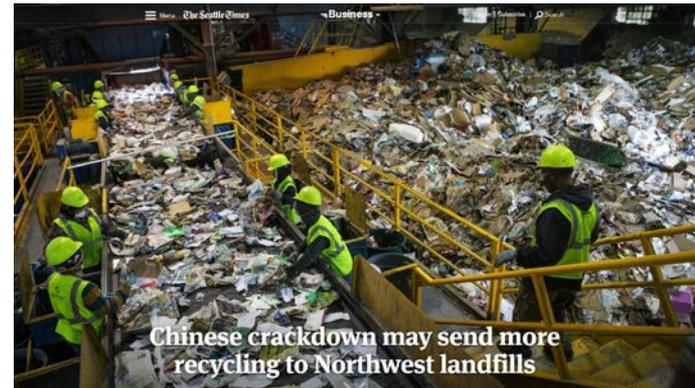
HOW DID WE GET HERE?

July 18, 2017

CHINA NOTIFIES WTO OF INTENT TO BAN 24 MATERIALS FROM BEING IMPORTED

October 30, 2017

November 15, 2017



CHINESE ANNOUNCE NEW QUALITY STANDARD OF 0.5% CONTAMINATION

March 1, 2018

CHINESE BEGIN ENFORCEMENT OF NEW QUALITY STANDARD

March 29, 2018

Some Seattle-area recycling dumped in landfills as China's restrictions kick in

Originally published March 29, 2018 at 8:00 am | Updated March 29, 2018 at 10:07 pm



RECOLOGY'S RESPONSE



LOOKING AHEAD

CHINA'S NATIONAL SWORD POLICY – NEXT STEPS

CONTINUED COMMUNITY PARTNERSHIP

ONGOING OUTREACH AND EDUCATION EFFORTS





A World Without Waste





It's about convenience
Ready-to-use flow cytometry reagents

Your report is ready!
• Use links below ...

History					
Purpose	Status	Date	Owner	Rep	ASST
New Req	Created	02/03/2007			
Owner Change	Created	02/02/2007	Owner	Rep	2415041
			Asst		2163011

Report Viewer ...

Your AntennaSearch Report is ready!
(21630 11th Ave S, Seattle, WA 98198)

- Results Summary -



Search Radius at max - 4.0 miles.



204 Tower Structures Detected!



No New Tower Applications Found as of 05/03/18.



424 Antenna Locations Found!

- Detailed Results (Maps, Owners, etc.) -

Click for Tower Results -->

View Tower Results

Download Records

Click for Antenna Results -->

View Antenna Results

Download Records

[Home](#) |
 [FAQs](#) |
 [Contact](#) |
 [Press/News](#)

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Cell Tower Health Risks



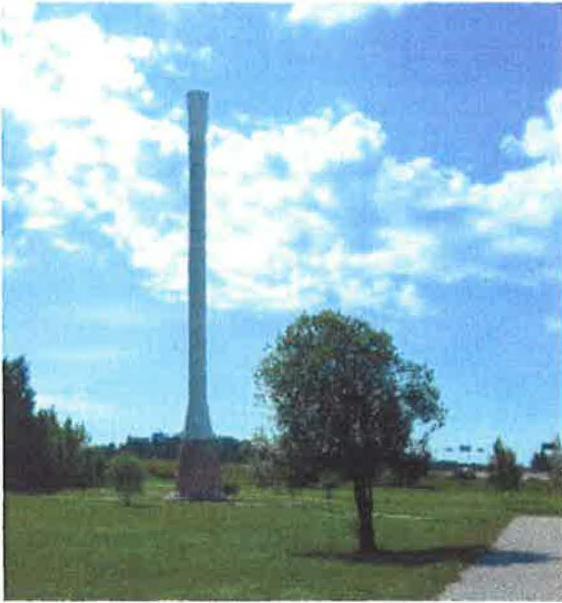
Cell Towers are the base stations which control cell (or mobile) phone communication. The term “cell site” can also be used – to include all cell phone towers, antenna masts and other base station forms.

Each cell tower serves a small area around it, known as a cell. Service providers are scrambling to improve their coverage and to service more users, so they need to keep on building more cell sites.

Increased cellphone traffic also contributes to cell tower density. When a cell becomes too busy, a frequent solution is to divide it into smaller cells, which then require more cell sites.

There are over 300,000 cell sites in the USA alone, and in the U.K. over 60,000, and these figures are more than doubling every 10 years.

Cell tower radiation from chimneys?



Cell sites may take the form of a mast or tower, but may also be disguised, in some cases so they cannot be visually discerned at all.

You might notice the camouflaged “trees”, but perhaps not the cell sites on top of buildings, looking like elongated loudspeaker boxes.

You’d very likely fail to notice cell sites installed around chimneys, church steeples, even flagpoles. I have even seen a small cell site installed on the wall of a private house. No doubt the owner was collecting a useful rental, and probably had some screening from the radiation.

But his neighbours were unprotected.

Where a base station is installed on top of a building where people live or work, those people are usually quite unaware that there is a cell site close by, and of the high levels of radiation that they are subjected to every day.

Cell tower health dangers

The cellular phone industry continues to maintain that cell phone towers pose no health risk, but fewer people believe that these days. Almost all scientists in this field would disagree that cell towers are safe, except those employed by the industry, perhaps.

There is strong evidence that electromagnetic radiation from cell phone towers is damaging to human (and animal) health.



Example: A study into the effects of a cell tower on a

herd of dairy cattle was conducted by the Bavarian state government in Germany and published in 1998.

The erection of the tower caused adverse health effects resulting in a measurable drop in milk yield. Relocating the cattle restored the milk yield. Moving them back to the original pasture recreated the problem. [DairyCowStudy.pdf](#).

A human study (Kempten West) in 2007 measured blood levels of serotonin and melatonin (important hormones involved in brain messaging, mood, sleep regulation and immune system function) both before, and five months after, the activation of a new cell site.

Twenty-five participants lived within 300 metres of the site. Substantial unfavourable changes occurred with respect to both hormones, in almost all participants. [Kempten West Study](#).

Can Cell Towers Cause Cancer?

A study performed by doctors from the German city of Naila monitored 1000 residents who had lived in an area around two cell phone towers for 10 years. During the last 5 years of the study they found that those living within 400 meters of either tower had a newly-diagnosed cancer rate three times higher than those who lived further away.

Breast cancer topped the list, but cancers of the prostate, pancreas, bowel, skin melanoma, lung and blood cancer were all increased. [NailaStudy.pdf](#)



Very few studies have specifically concentrated on cancer risk from cell phone towers. This lack of studies is in itself a cause for concern, especially since anecdotal evidence is plentiful.

For example, in a case known as “Towers of Doom”, two cell masts were installed (in 1994) on a five story apartment building in London. Residents complained of many health problems in the following years. Seven of them were diagnosed with cancer.

The cancer rate of the top floor residents (closest to the tower) was 10 times the national average.

[Further info.](#)

Even the World Health Organisation has conceded that radio-frequency radiation may cause cancer. See [this report.](#)

If cell towers are causing cancer, you would expect it to occur after several years of exposure, because damage from radiation exposure accumulates over time. Cancer only occurs when all body defences and repair mechanisms have been exhausted and overwhelmed.

During those years, our bodies would be stressed by that radiation every day. This affects our health in other ways, too.

Other Cell Tower Health Effects

Individuals differ in their response to electromagnetic radiation.

For some people, short term effects from cell tower radiation exposure may include headaches, sleep disorders, poor memory, mental excitation, confusion, anxiety, depression, appetite disturbance and listlessness.

A small group of doctors from Bamberg, Germany, conducted their own [study](#) in 2005. They found increasing levels of both minor and serious health problems in patients exposed to higher radiation levels.

These health problems included tumours, diabetes, heart rhythm disturbances, inflammatory conditions, joint and limb pains, frequent infections, headaches, sleep disturbances, depression and memory problems.

Makes you wonder how much more information would be revealed by a well-designed and well-funded government study!

So don't just worry about cancer. Those doctors found that all kinds of illnesses showed a similar pattern: a higher incidence in patients with higher radiation exposure.

The American Academy of Environmental Medicine reports that studies demonstrate “significant harmful biological effects occur from non-thermal RF exposure”, and these effects may include genetic damage, reproductive defects, cancer, neurological degeneration and nervous system dysfunction, immune system dysfunction, cognitive effects, protein and peptide damage, kidney damage, and developmental effects – all of which have been reported in peer-reviewed scientific literature. [Further Info](#).

Legal Cell Tower Radiation Levels



The [current legal limit](#) for cell site radiation in the US and the UK is 1000 microwatts per square centimetre.

Other countries have set limits as low as 1 microwatt per square centimetre! Switzerland, Italy, China

and others manage perfectly well with a limit of 10 microwatts per square centimetre.

Why such a huge difference? It appears that some governments are more concerned about EMF safety than others.

The truth is that no one really knows what level of cell tower radiation will prove to be safe in the long term.

But isn't that a good reason to set a low limit, not a high one?

It appears that current EMF limits in the US and UK may have been influenced more by economic and political motives than by health and safety concerns.

Cell towers safe distance

It is hard to predict how much radiation you will experience in your house or workplace.

- Different cell sites emit different amounts of radiation.
- Radiation levels from a single cell site also vary, depending on usage at different times of the day.
- Radiation from a single cell tower may be different in different directions.
- Radiation is affected by the lie of the land too, and by shielding and reflections from buildings.
- And finally, the construction of your house affects its resistance to radio-frequency EMF.

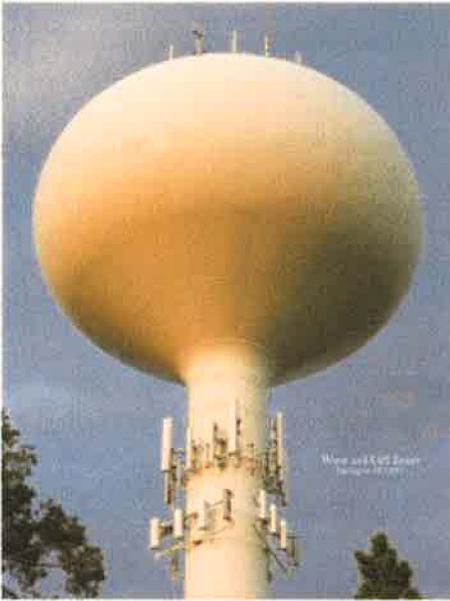
It can also happen that the cell tower you are aware of in your neighbourhood is not actually the closest cell site to your house.

Cell sites are often disguised. And many units are much smaller than the old familiar towers (though not necessarily less potent), and installed in unexpected locations.

So start off by making a careful check of your area, to find all the cell sites. Then use a map to work out the distance from each cell site to your house.

If the closest cell site is more than 400 metres away, you are probably not being harmed by it – although high risk groups and electro-sensitive people may need to be more cautious.

Cell tower – Personal Protection



If you are still concerned, try to get hold of an [RF \(radio frequency\) gauss meter](#) designed for measuring electromagnetic radiation in the cell phone frequency (microwave) range.

Another alternative is to order an [EMF survey](#) of your property. (EM Watch conducts EMF surveys in the southern half of England.)

Be aware that in every house there are rooms (and areas within rooms) where EMF radiation is higher or lower, just as some parts of your house may be brighter or darker because of window placement.

An EMF meter, or a survey will tell you which places in your home are safe, and which are not ideal for spending lots of time in.

When you next change your job or your house, find out how far away you are going to be from the nearest cell site, and let that influence your decision. Do the same when you decide where to send your child to school.

If you are still worried about cell tower radiation – here are some things you can do

- Spend less time in rooms where you can see the tower from a window. Rooms on the far side of the house from the tower will usually have lower EMF levels.
- EMFs are cumulative. You can't control the radiation coming from the cell tower, but do what you can to reduce EMF from other sources.
- Get a radio-frequency EMF meter and measure the radiation levels in different parts of your house. (Measurement with a suitable meter is the only sure way to know how much radiation you are receiving at any particular spot.)
- Consider shielding to reduce cell tower EMF – it can be shielded with special window film, metallic mesh curtaining, EMF paint, and metal foil in the roof.

EMF Shielding Video

High EMF levels are but one source of exposure to the body. If your options for reducing EMF are limited, you can help your body in other ways. For example by minimizing exposure to other kinds of pollution in your air, water and food.



Good nutrition, exercise, and plenty of quality sleep will help your body repair radiation damage.

For more suggestions see our page [EMF Protection Tips](#).

In the long term, we need to find ways of providing cell phone services without exposing people to high levels of cell tower and cell phone radiation.



Many have Liked, Shared or Voted for this page. If you are one of them, thanks so much!

You may find these articles helpful:

[Power Lines and Sub-Stations](#)

[EMF Protection Tips](#)

[EMF Health Effects](#)

[Cell Phones](#)

[Smart Meters](#)

[What EMF Does to You](#)

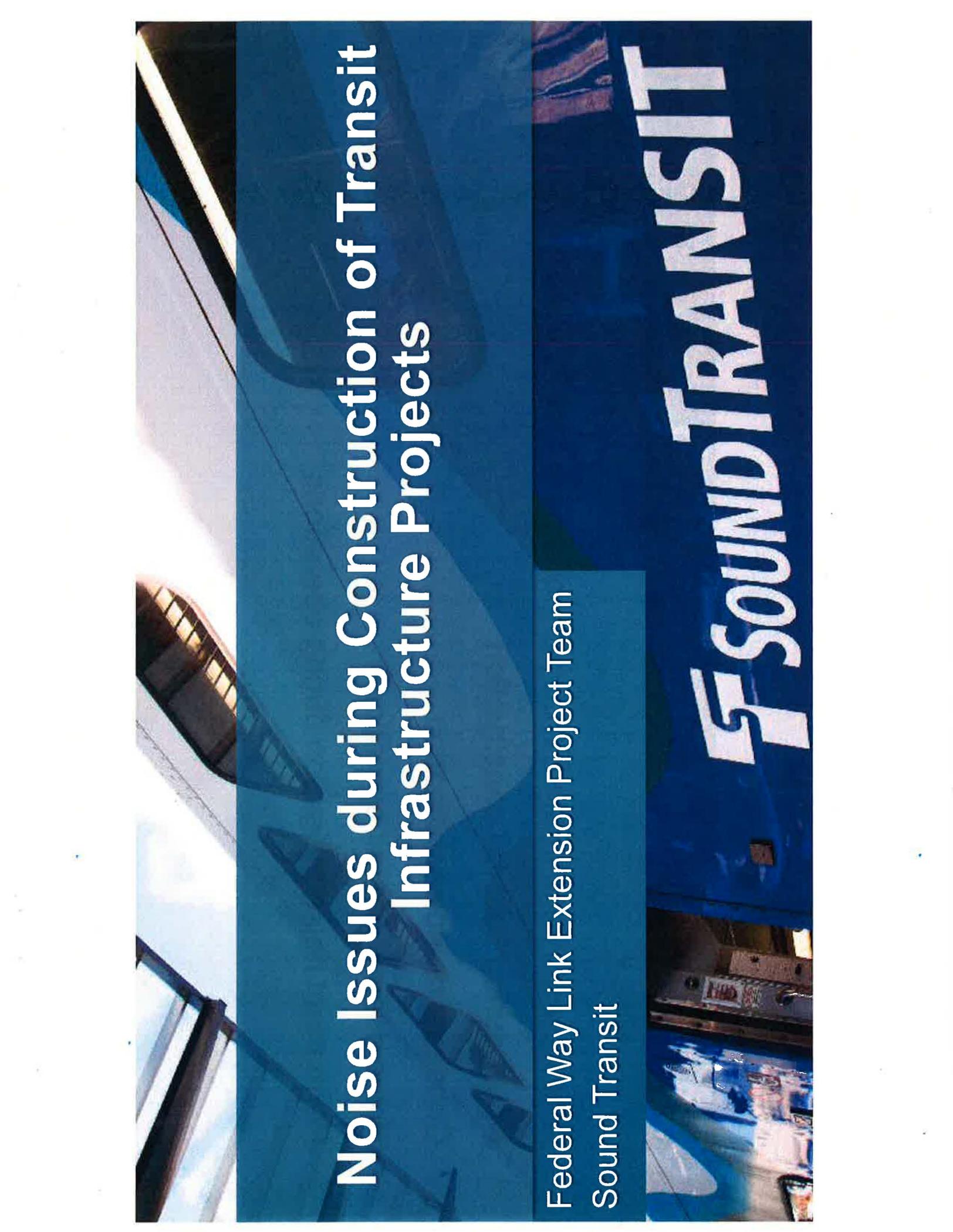
[Measure Radio-Frequency Radiation](#)



CREATE AWARENESS:
Whose Side Are You Really On?

1-28-18





Noise Issues during Construction of Transit Infrastructure Projects

Federal Way Link Extension Project Team
Sound Transit



SOUND TRANSIT

Overview of the Presentation

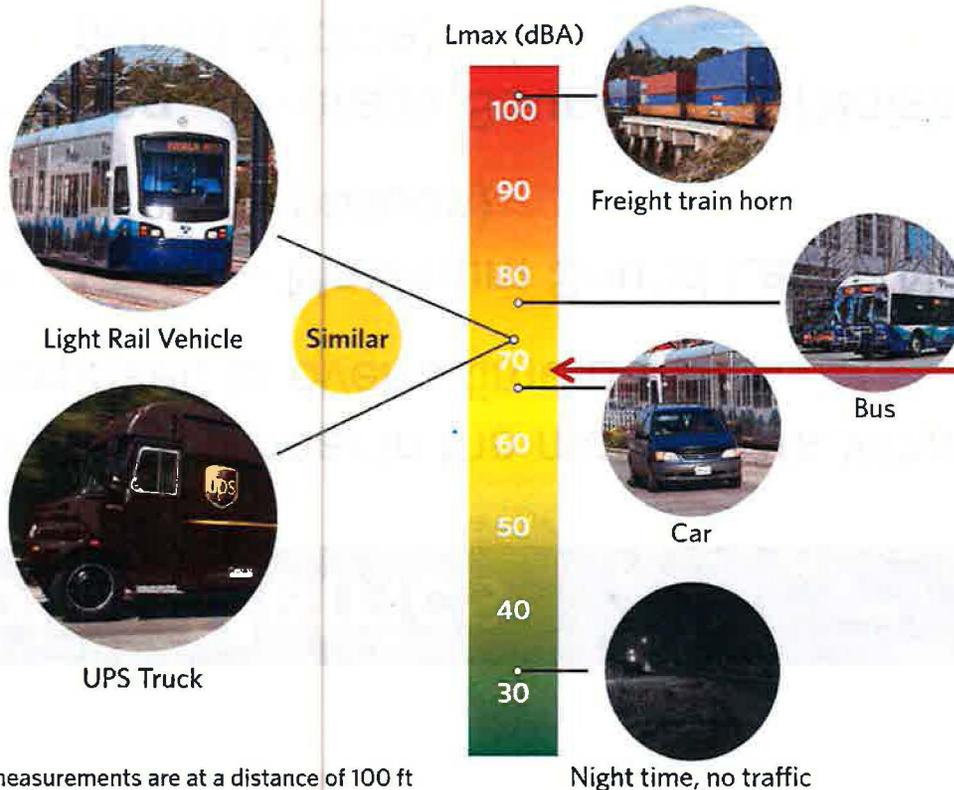
- Overview of Noise in the FWLE project area in Des Moines
- Noise during light rail construction
- Construction noise mitigation
- Noise during light rail operations
- Permanent noise mitigation during operations

Noise Metrics

What you hear in the moment **Vs** What noise energy you are exposed to over a time period.

- **L_{max}** – Maximum Sound Level (Noise **heard** when a truck or airplane passes)
- **L_{eq}** – Average Sound Level (Noise **exposure** over a defined period of time)
- **L_{dn}** – Day-Night Sound Level (24-hour Noise exposure with 10 dB penalty for nighttime noise)

Noise Levels Comparisons – Trains Vs Cars

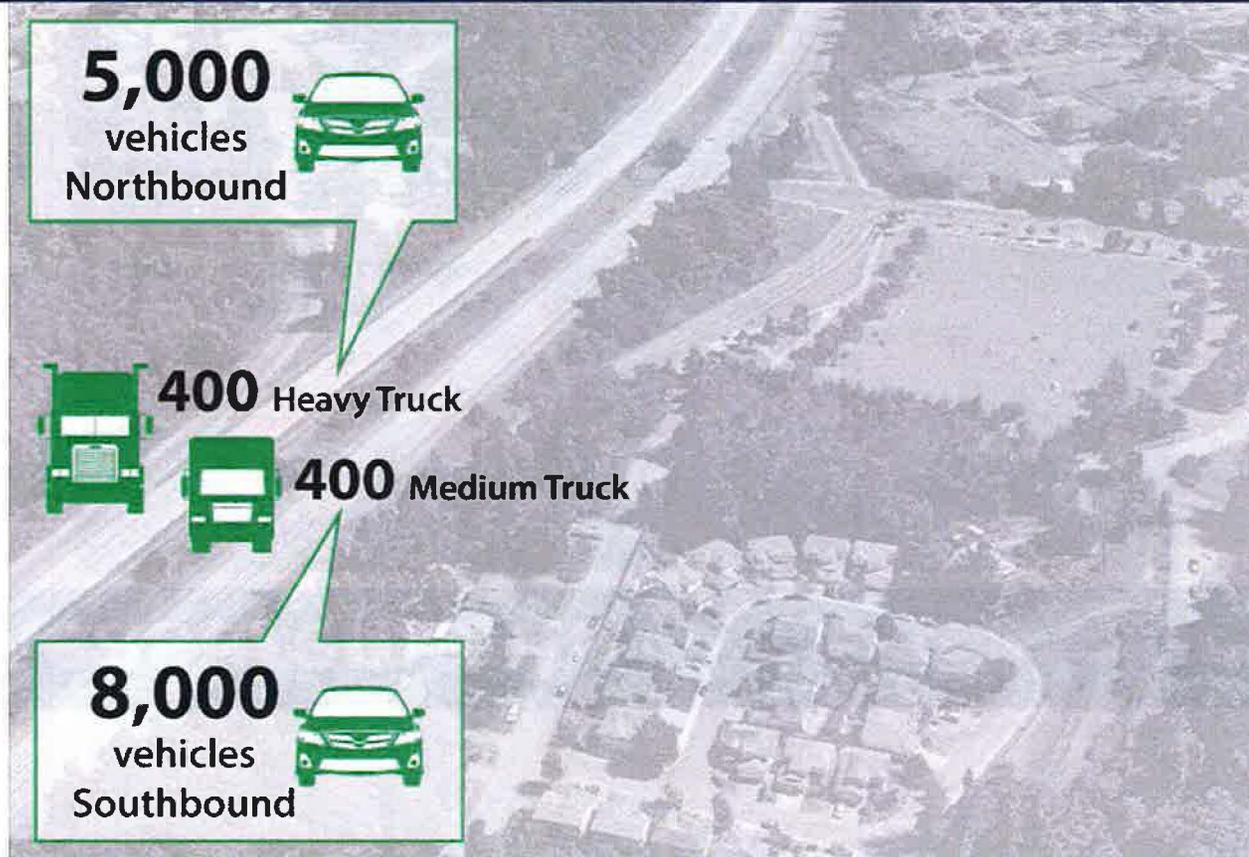


Ambient Noise along I-5 in Des Moines **65-72 dBA**

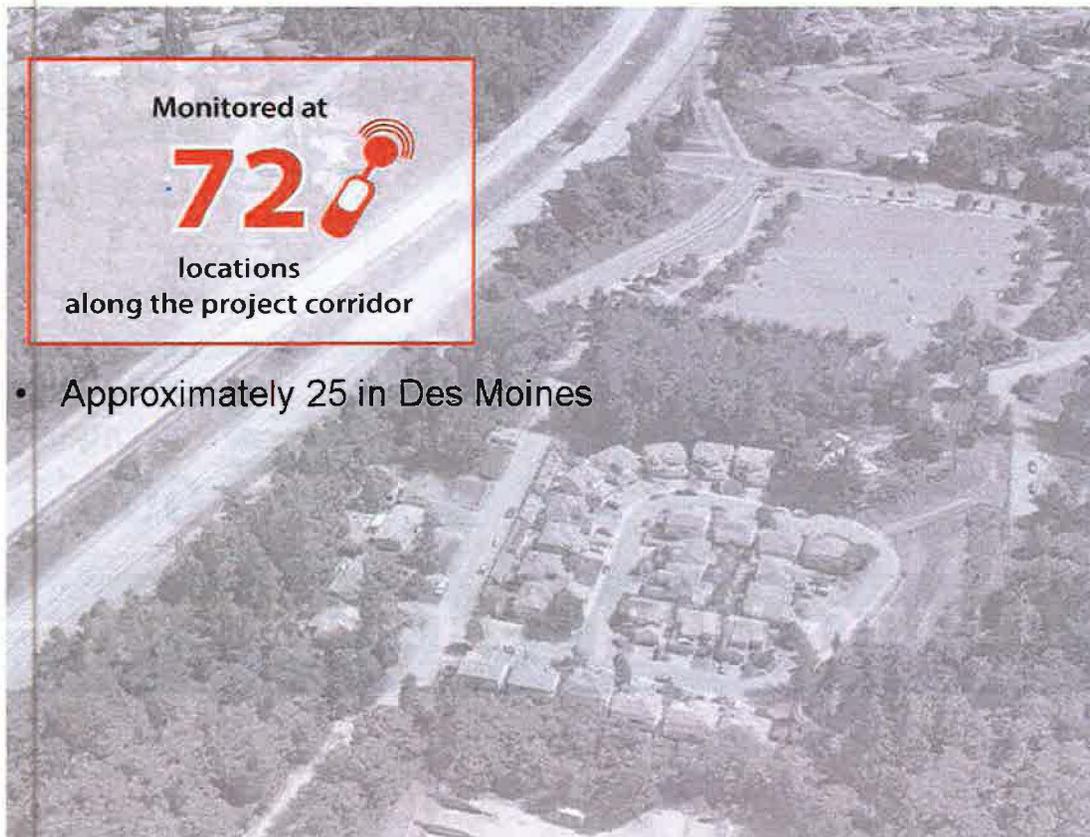
- Typical Airplane under flight path 90 dBA

*measurements are at a distance of 100 ft

Pass-Bys – Vehicles Per Hour During Peak Hour



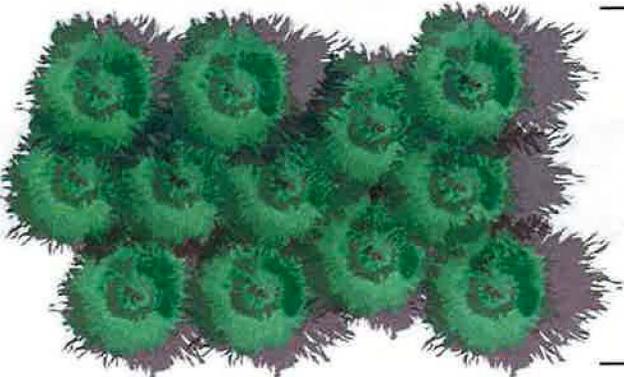
Noise Measurements



- Approximately 25 in Des Moines

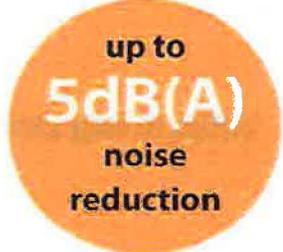
Noise Reduction in Tree Buffering

- 

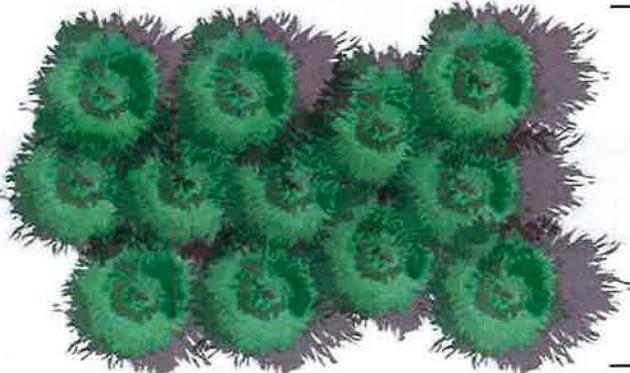
Minimum
15' tall
- 2** Need to be dense enough to completely obstruct line of sight
- 

Minimum
100' wide

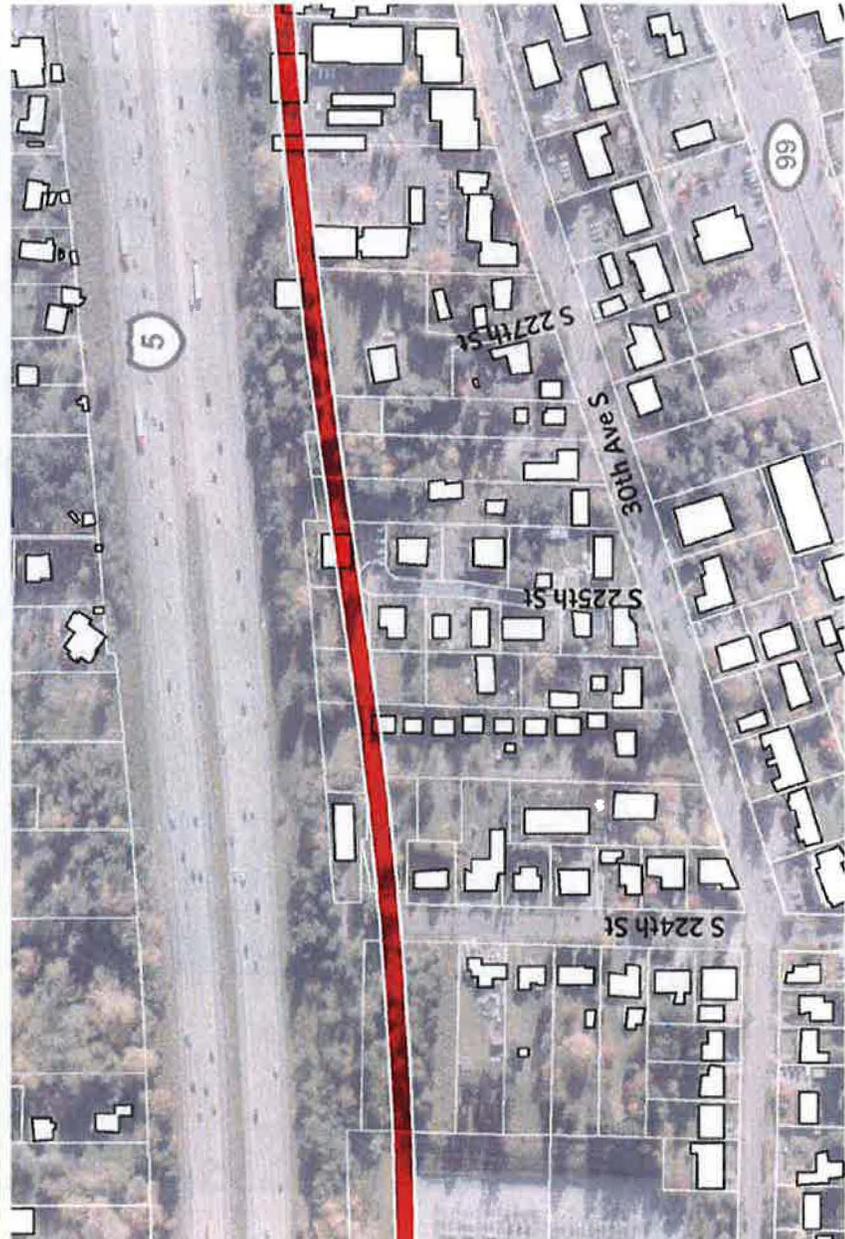
Noise Reduction in Tree Buffering

1  Minimum **15'** tall 

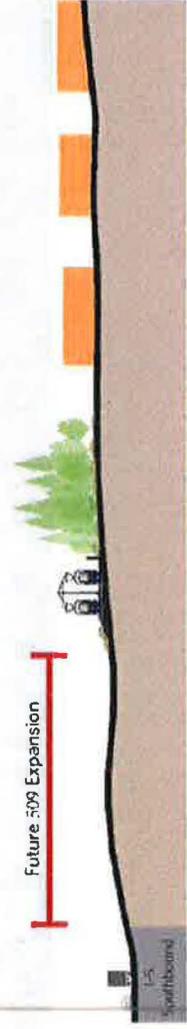
2 Need to be dense enough to completely obstruct line of sight

3  Minimum **100'** wide

Alignment Footprint



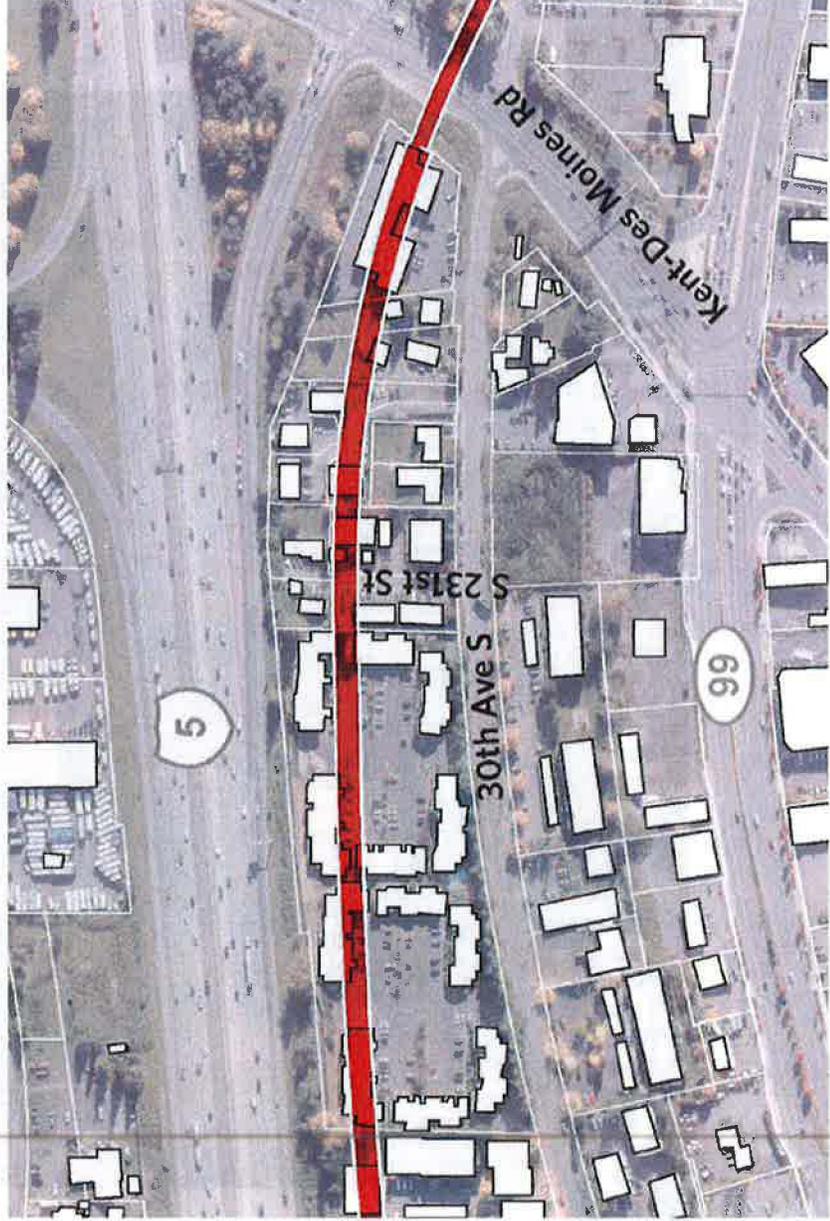
Cross Section – Near S 224th St



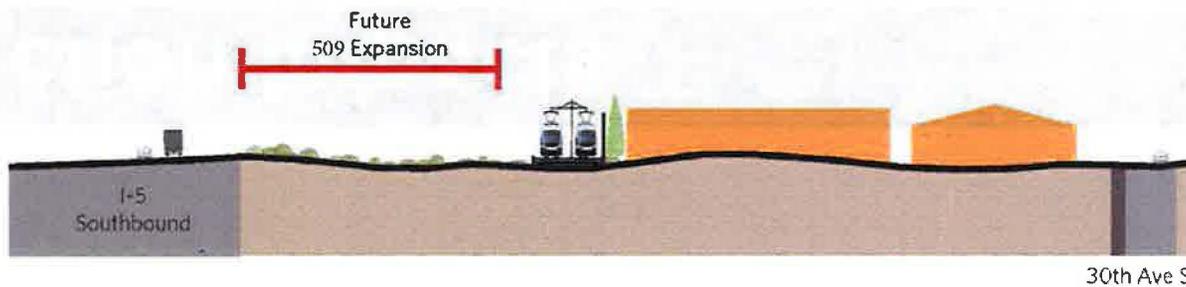
Cross Section – Near S 225th PI



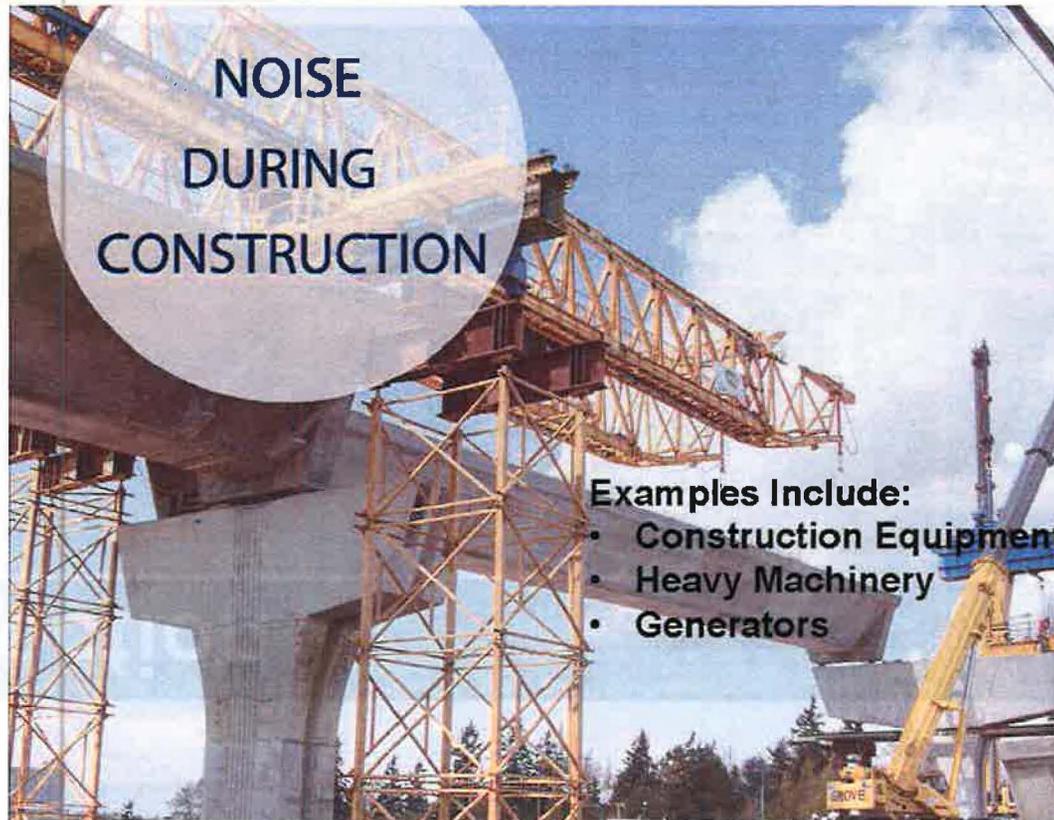
S 227th St to Kent-Des Moines Rd



Cross Section



Construction Impacts



**NOISE
DURING
CONSTRUCTION**

Examples Include:

- **Construction Equipment**
- **Heavy Machinery**
- **Generators**

Construction Noise Mitigation

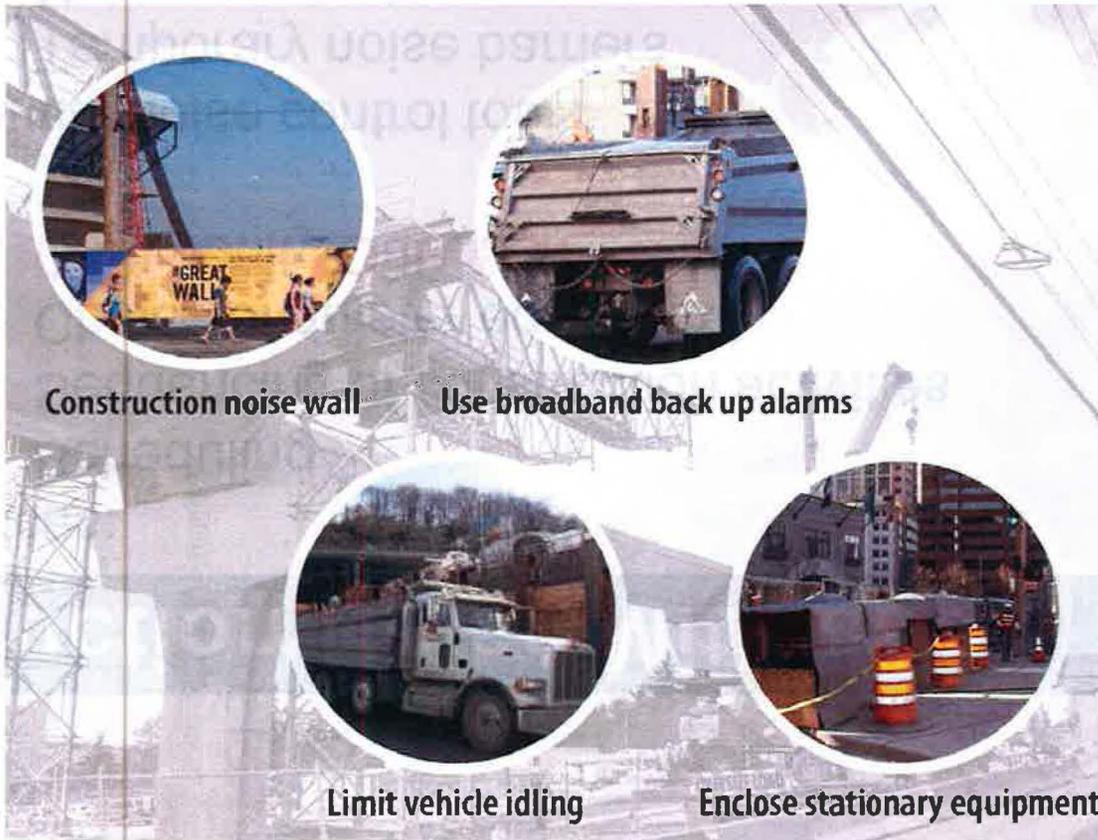
Best Practices:

- Scheduling
- Sequencing of construction activities
- Choice of quieter equipment
- **Community Outreach**

Other potential noise control tools:

- Temporary noise barriers
- Noise monitoring
- Temporary sound insulation

Potential Noise Mitigation



Project Timeline



Noise Sources During Operations

Rail-Wheel Interface

Cause of all airborne noise issues

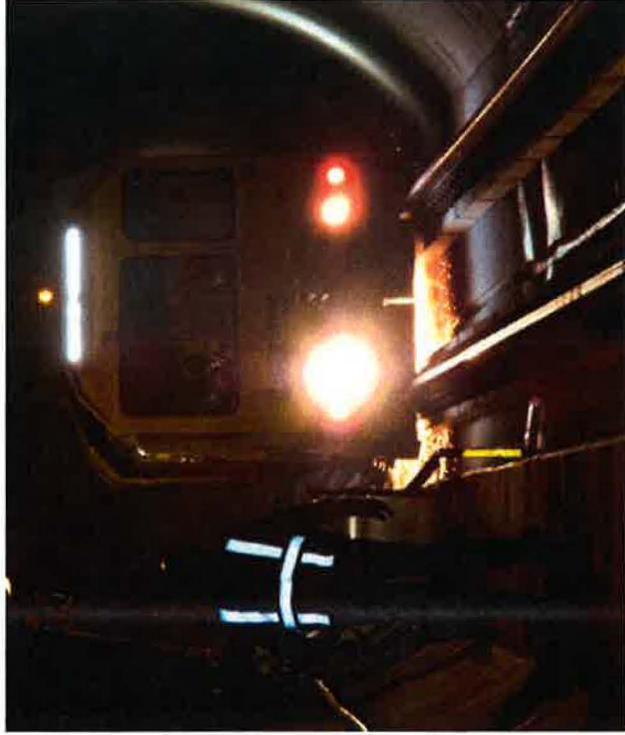


Key Points:

1. Individual train passbys (L_{max}) would be audible.
2. Train noise will always be mitigated below FTA moderate impact criteria ¹⁸

Train Noise Mitigation at the Source

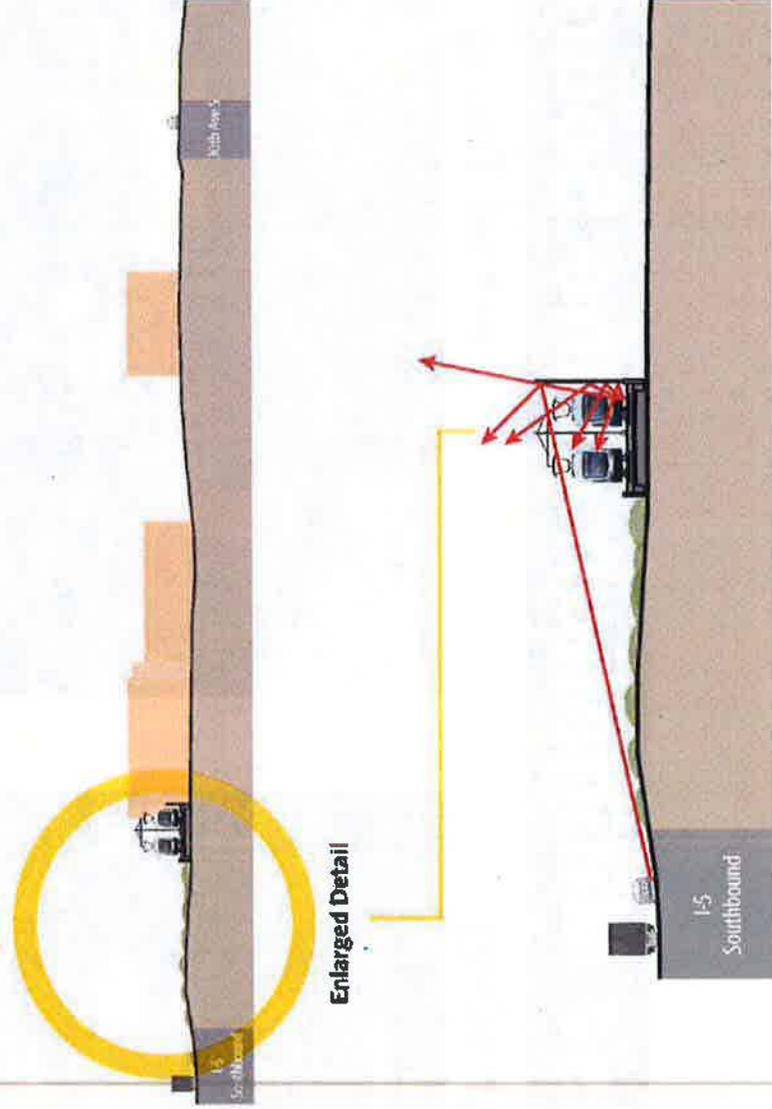
Rail surface grinding



Wheel Truing



Noise Analysis

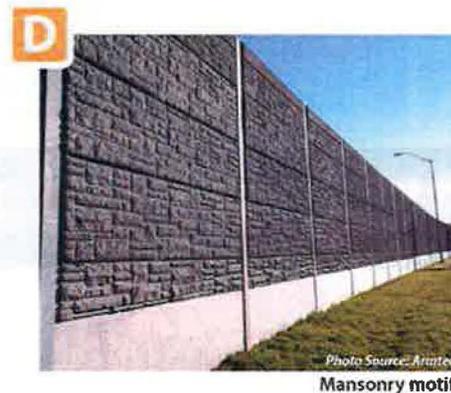
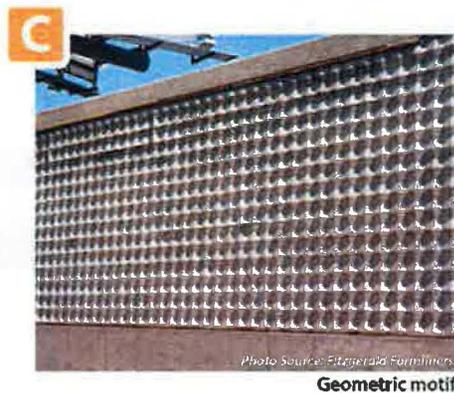
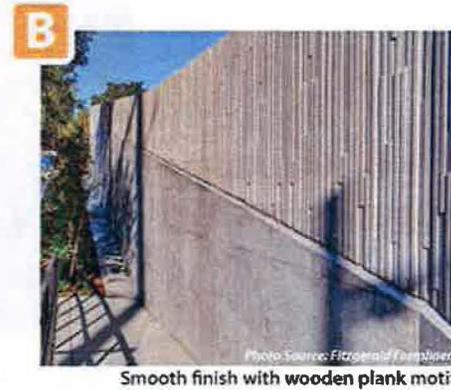


Train Noise Mitigation on its Path

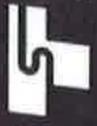


Type 1 Sound Wall Along Central Link
Alignment in Tukwila (Elevated Guideway)

Noise Walls – Other Samples





 **SOUND TRANSIT**
RIDE THE WAVE



Project background

Passengers began riding Link light rail trains between downtown Seattle and Sea-Tac Airport in 2009, and to Capitol Hill, the University of Washington and Angle Lake in 2016.

In January 2017, the Sound Transit Board approved the final route for the Federal Way Link extension, which continues light rail south from Angle Lake in the city of SeaTac to the Federal Way Transit Center.

Voters' passage of system expansion measures provides funding to construct light rail to the Federal Way Transit Center at South 320th Street, with stations at South 272nd Street and near Kent Des Moines Road.

The 7.8-mile Federal Way Link Extension will provide a fast, reliable option for getting through one of the region's most congested areas.

Trains will follow the south edge of the future State Route 509 and continue south along the west side of Interstate 5. Around Kent Des Moines Road, trains will transition west to serve a station near Highline College. Trains will then transition back to the west side of I-5 and continue south to Federal Way.

Next steps

Sound Transit will continue design and field work and will begin purchasing property needed for the project. Construction will begin in 2019; stations will open in 2024.

Transit expansion and improvements

Thanks to voter approval of system expansion in 2008 and 2016, the region's light rail system will grow to 116 miles. New stations opening every two to six years include the Kent/Des Moines, South 272nd and Federal Way Transit Center stations, which will open in 2024. With more Sounder trains, more express bus and station access improvements, South Sound residents will have greater connections to jobs, school, shopping and events all over the region.



Kent/Des Moines

The elevated Kent/Des Moines station will provide access to Highline College and surrounding neighborhoods and businesses. Sound Transit will build new streets with landscaping, including South 236th Street, which will accommodate buses for easy access to the station. The agency will rebuild 30th Avenue South to accommodate pedestrians and bicyclists. The creation of two new streets—South 234th and South 238th—will provide additional access points to the station. Sound Transit will build a 500-space garage east of the station with an at-grade crossing directly to the station plaza.



South 272nd

The elevated South 272nd station will be located at the existing Star Lake Park-and-Ride site. A 1,100-space garage will replace surface parking. Buses will circulate through the site, dropping riders off at the station plaza. Sound Transit will rebuild portions of 26th Avenue South and 28th Avenue South to accommodate the station, incorporating new sidewalks with landscaping. The agency will also rebuild a portion of South 272nd Street to handle buses and vehicles anticipated to access this station. Improvements will include a pedestrian/bicycle path to the station plaza. Sound Transit will also improve the connection to the existing freeway bus stop, providing direct access to the station platform.



Federal Way Transit Center

Sound Transit will locate the elevated Federal Way Transit Center station in the city center, serving many existing businesses and planned future transit-oriented development. This station will accommodate continued heavy bus use. The existing transit center will move to the area adjacent to the station where a transit-only bus loop will provide easy transfers to light rail. The existing parking garage will remain, along with a new 400-space garage that will accommodate additional vehicles. A new street grid will provide more convenient access to the station and an opportunity for potential future development.

Link Future Service



Stay informed

The fastest and most reliable way to receive information about the Federal Way Link Extension is to sign up for email updates at soundtransit.org/subscribe.

Information is also available at soundtransit.org/FWextension.

For more information or to request a briefing for your organization, call **206-398-5300** or email fwle@soundtransit.org.

Liámenos al 1-800-823-9230 para averiguar más detalles acerca de la Extensión de Tránsito a Federal Way y proporcionar su opinión.

Federal Way 트랜짓 익스텐션에 관한 질문은 1-800-823-9230 으로 연락하시고 귀하의 의견을 말씀해 주시기 바랍니다.

С вопросами о продолжении ветки железной дороги в Federal Way, а так же, чтобы поделиться своим мнением, звоните нам 1-800-823-9230.

Naga soo wac 1-800-823-9230 si aad wax badan uga ogaato Fdinta Federal Way Transit oo aad uga dhiibato ra'yigaaga.

Tawagan kami sa 1-800-823-9230 upang malaman ang mas marami pa ukol sa Federal Way Transit Extension (Pagduruglong ng Sistemang Sasakyang Pampubliko sa Federal Way) at magbigay ng inyong komentaryo.

Xin gọi cho chúng tôi ở số điện thoại 1-800-823-9230 để biết thêm tin tức về Hệ Thống Chuyên Chở Mở Rộng Đến Federal Way và cho biết ý kiến của quý vị.

请致电 1-800-823-9230, 向我们了解更多有关“Federal Way 公共交通扩展”的信息, 并提供您的反馈意见。

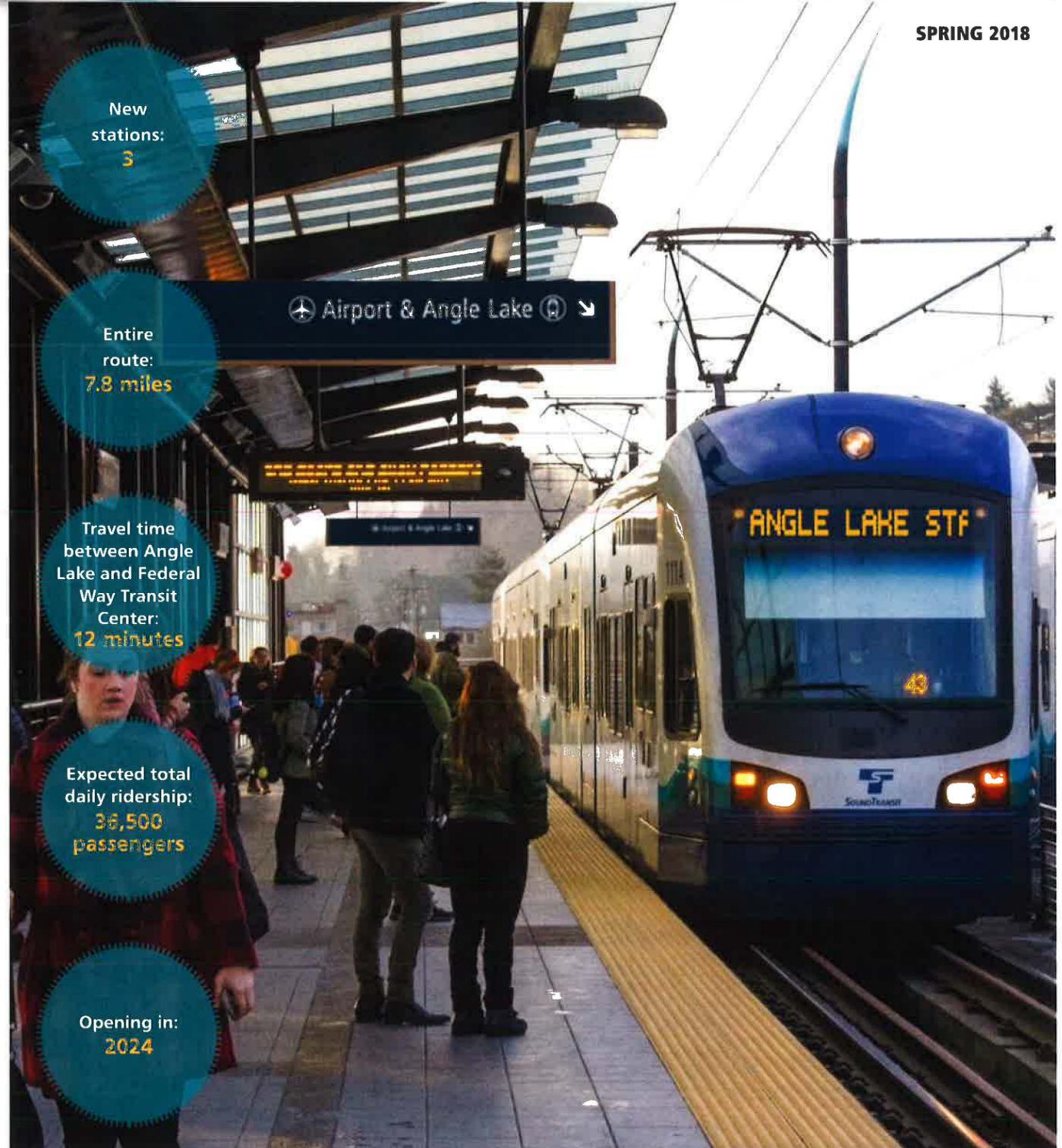
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Federal Way Link Extension

SPRING 2018



New stations: **3**

Entire route: **7.8 miles**

Travel time between Angle Lake and Federal Way Transit Center: **12 minutes**

Expected total daily ridership: **36,500 passengers**

Opening in: **2024**