

AMENDED AGENDA

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

April 11, 2019 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC – 20 minutes

Please Note: Public comment will be limited to 20 minutes. If time allows, we will resume public comment at the end of our meeting after all official business has been conducted.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – 30 minutes

PRESIDING OFFICER’S REPORT

ADMINISTRATION REPORT

Item 1: REDONDO SQUARE

Item 2: STREET CRIMES

CONSENT CALENDAR

Page 5 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through April 4, 2019 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#157062-157232	\$743,645.73
Electronic Wire Transfers	# 1209-1210	\$100,740.32
Electronic Wire Transfers	# 1214-1215	\$72,610.57
Payroll Checks	# 19149-19153	\$4,670.25
Payroll Direct Deposit	# 14001-140173	\$356,855.16
Total Checks and Wires for A/P and Payroll:		\$1,278,522.03

Page 7 Item 2: APPROVAL OF MINUTES

Motion is to approve the March 7, 2019 City Council Study Session Minutes, and the March 14, and March 28, 2019 City Council Regular Meeting Minutes.

- ~~Page 19~~ ~~Item 3:~~ ~~SOUTH SOUND BOATING SEASON OPENING DAY PROCLAMATION~~
Moved to May 9th Agenda ~~Motion is to approve the Proclamation recognizing the official opening of the South Sound Boating Season on May 11, 2019.~~
- Page 23 Item 4: DES MOINES MEMORIAL DRIVE INTERLOCAL AGREEMENT WITH SEATAC, 200TH STREET INTERSECTION
Motion 1 is to approve the changes to the 2019 SWM CIP Budget to include costs associated with the Des Moines Memorial Drive/S. 200th Street Stormwater Extension Project and direct administration to include such changes in the next available budget amendment ordinance.
- Motion 2 is to approve the Interlocal Agreement with the City of SeaTac for the Des Moines Memorial Drive and South 200th Street Intersection Improvement Project, and further authorize the City Manager to sign said Interlocal Agreement substantially in the form as Submitted.
- Page 41 Item 5: MUSIC 4LIFE PROCLAMATION
Motion is to approve the Proclamation recognizing May as Music4Life Month.
- Page 45 Item 6: LODGING TAX ADVISORY COMMITTEE APPOINTMENT
Motion is to confirm the Mayoral appointment of Gianni Fontanoza to the Lodging Tax Advisory Committee effective immediately.
- Page 49 Item 7: INTERFUND LOAN OF \$125,000 FOR THE PURCHASE OF THE VAN GASKEN PROPERTY
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 19-028 on first reading.
- Motion 2 is to enact Draft Ordinance No. 19-028 authorizing an interfund loan of \$125,000 from the Equipment Rental Replacement Fund to the Municipal Capital Improvements Fund to complete the purchase of the Van Gasken property.
- Page 53 Item 8: DRAFT ORDINANCE 19-035 UPDATING THE ADMINISTRATIVE PROVISIONS OF THE BUSINESS AND OCCUPATION TAX CODE
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 19-035 on first reading.
- Motion 2 is to enact Draft Ordinance No. 19-035 authorizing an amendment to the Administrative Provisions of the Business and Occupation Tax Code, DMMC 3.85.210, to allow for contingent fee compensation when using a contract auditor.

Page 59 Item 9: TIB COMPLETE STREETS GRANT AWARD – BARNES CREEK TRAIL (ZENITH ELEMENTARY SCHOOL EXTENSION)
Motion 1 is to accept the TIB Complete Streets Grant Award for the Barnes Creek Trail – Zenith Elementary School Extension project and authorize the City Manager to sign the Grant Agreement substantially in the form as submitted.

PUBLIC HEARING

Page 71 Item 1: SHORELINE MASTER PROGRAM PERIODIC REVIEW AND AMENDMENT
Motion is to pass Draft Ordinance No. 19-010 to a second reading on June 27, 2019, or as soon thereafter as the matter may be heard.

EXECUTIVE SESSION

NEXT MEETING DATE

April 17, 2019
Highline School District Board Meeting
5:00 p.m. – 6:00 p.m.
15675 Ambaum Blvd SW, Burien, WA

ADJOURNMENT

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CITY OF DES MOINES
Voucher Certification Approval

April 11, 2019

Auditing Officer Certification

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of **April 11, 2019** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through April 4, 2019 and payroll transfers through April 5, 2019 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	157062	- 157232	743,645.73
Total Void Checks from Previous Check Runs			0.00
Electronic Wire Transfers	1209	1210	100,740.32
Electronic Wire Transfers	1214	1215	72,610.57
Total claims paid			916,996.62
Payroll Vouchers			
Payroll Checks	19149	19153	4,670.25
Direct Deposit	140001	140173	356,855.16
Total Paychecks/Direct Deposits paid			361,525.41
Total checks and wires for A/P & Payroll			1,278,522.03

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MINUTES

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

March 7, 2019 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Buxton.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Jeremy Nutting, Robert Back and Matt Mahoney

Direction/Action

Motion made by Councilmember Nutting to excuse Councilmember Bangs; seconded by Councilmember Back.

Motion passes 6-0

Staff present:

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Director of Emergency Management George Delgado; Harbormaster Scott Wilkins; Finance Director Beth Anne Wroe; Police Chief Ken Thomas; Assistant City Attorney Matt Hutchins; Management Analyst Nicole Nordholm; City Clerk/Communications Director Bonnie Wilkins and Deputy City Clerk Taria Keane.

DISCUSSION ITEMS

- Item 1: Emerging Issues
- Moody's Bond Update

At 7:06 p.m. Mayor Pina called Councilmember Bangs so she could participate in the South King Housing and Homelessness Partnership portion of the meeting.

- Item 2: South King Housing and Homelessness Partnership
- Auburn Mayor Backus and advocacy Mobilization Manager Patience Malaba gave a PowerPoint Presentation to council. Executive Director, Housing Development Consortium of Seattle-King County, Marty Kooistra also participated in the discussion.

Direction/Action

Motion made by Deputy Mayor Pennington to direct staff to prepare an agenda item for the purpose of entering into an Interlocal Agreement for the creation and operation of South King Housing and Homelessness Partners for the March 28, 2019 Regular City Council meeting; seconded by Councilmember Bangs.

Motion passes 7-0

At 8:15 p.m. Councilmember Bangs left the meeting.

At 8:15 p.m. Council took a 7 minute break, and resumed the meeting at 8:22 p.m.

- Item 3: City Managers Monthly Report
- Staff presented their monthly report items to Council

EXECUTIVE SESSION

At 9:02 p.m. Council went into Executive Session. The purpose of the Executive Session was to discuss potential litigation under RCW 42.30.110(1)(i). Those in attendance: Mayor Pina; Deputy Mayor Pennington; Councilmembers Buxton, Nutting, Back and Mahoney; City Manager Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Assistant City Attorney Matt Hutchins and Police Chief Ken Thomas. The Executive Session was expected to last 15 minutes.

The Executive Session concluded at 9:17 p.m.

The Executive Session lasted 15 minutes.

No formal action was taken.

NEXT MEETING DATE

March 28, 2019 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Nutting to adjourn; seconded by Councilmember Buxton.

The motion passed 6-0.

The meeting was adjourned at 9:18 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

MINUTES

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

March 14, 2019 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:03 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Bangs.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Luisa Bangs, Robert Back and Matt Mahoney.

At 7:04 p.m. Councilmember Nutting joined by phone.

Staff present: City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Harbormaster Scott Wilkins; Finance Director Beth Anne Wroe; Management Analyst Nicole Nordholm; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Former Harbormaster Joe Dusenbury; Permit Technician Jodi Grager.

PRESIDING OFFICER'S REPORT

- Interim Zoning Regulations
 - Chief Strategic Officer Cezar gave a PowerPoint presentation to Council on Interim Zoning Regulations.

Direction/Motion

Motion 1 made by Councilmember Nutting to suspend Rule 26(a) in order to enact Draft Ordinance No 19-029 on first reading; seconded by Councilmember Bangs.

Motion passed 7-0.

Motion 2 made by Councilmember Bangs to enact Draft Ordinance No. 19-029 enacting an interim zoning Ordinance relating to land use, amending the use table in DMMC 18.52.010B, adding and revising definitions in DMMC 18.01.050, setting a public hearing, and declaring an emergency; seconded by Councilmember Buxton.

Motion passed 7-0.

At 7:17 p.m. Councilmember Nutting left the meeting.

- Management Analyst Nordholm introduced Executive Director of Kent Youth and Family Services Mike Heinisch, and Immigration Staff Attorney of West African Community Council Johanna Martinez who updated Council on their respective organizations.

EXECUTIVE SESSION

At 7:32 p.m. Council went into Executive Session. The purpose of the Executive Session was to discuss potential litigation under RCW 42.30.110(i). Those in attendance: Mayor Pina; Deputy Mayor Pennington; Councilmembers Bangs, Buxton, Mahoney, and Back; City Manager Matthias; Chief Operations Officer Brewer; Chief Strategic Officer Cezar; City Attorney George. The Executive Session was expected to last 20 minutes.

The Executive Session concluded at 7:52 p.m.

The Executive Session lasted 20 minutes.

No formal action was taken.

Regular Council Meeting resumed at 7:55 p.m.

COMMENTS FROM THE PUBLIC

- Dan Johnson, Normandy Park, Rotary
- Brian Snure, Des Moines, Rotary/Legacy
- JC Harris, Des Moines, Airport Mold

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Bangs

- Des Moines Marina Tenants Association Meeting
- Arts Commission Meeting

Councilmember Buxton

- Girl Scout Cookies
- Soundside Alliance Meeting
- Human Services Committee Meeting
- Municipal Facilities Committee Meeting
- Domestic Violence Regional Task Force Meeting
- Public Issues Regional Committee Meeting
- Senior Services Committee Meeting
- Environment Committee Meeting
- Commented on Consent Calendar Item #4, and Item #5

Deputy Mayor Vic Pennington

- Commented on Consent Calendar Item #4
- Staff Presented former Harbormaster Joe Dusenbury a Retirement Plaque

Councilmember Mahoney

- Cub Scout Pack 955
- Veteran's Caucus
- Poverty Bay Wine Festival
- Police Advisory Meeting
- CERT Training
- Transportation Committee Meeting

Councilmember Back

- Speed Control Signs

PRESIDING OFFICER'S REPORT

- CERT Training
- Coffee with a Cop

ADMINISTRATION REPORT

- Third Quarter City Managers Report
- Update on Four Points Hotel
- Took a tour with Mayor and City Manager of Woodinville – Economic Development
- American with Disabilities Act (ADA) Transition Plan
 - Transportation & Engineering Services Manager Merges gave Council a PowerPoint on the ADA Transition Plan.
- Sound Transit Operations and Maintenance Facility
 - Chief Operations Officer Brewer presented a PowerPoint to Council.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through March 1, 2019 included in the attached list and further described as follows:

Total A/P Checks/Vouchers #156734-156910	\$	605,618.12
Total Void Checks from Previous Check Runs	\$	(1,140.62)
Electronic Wire Transfers # 1191-1191	\$	191,709.89
Electronic Wire Transfers # 1193-1200	\$	234,617.55
Payroll Checks # 19133-19139	\$	4,824.57
Payroll Direct Deposit # 80001-80169	\$	364,617.49
Payroll Checks # 19140-19144	\$	3,357.01
Payroll Direct Deposit #100001-100180	\$	359,710.46
Total Checks and Wires for A/P and Payroll:	\$	1,763,314.47

Item 2: APPROVAL OF MINUTES

Motion is to approve the February 07, 2019 Special Meeting, February 07, 2019 Study Session and February 21, 2019 City Council Regular Meetings Minutes.

Item 3: INTERLOCAL AGREEMENT BETWEEN THE CITIES OF SEATAC, DES MOINES, COVINGTON, AND TUKWILA FOR PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR HOME REPAIR PROGRAM

Motion is to authorize the City Manager to approve revised Exhibit A of the Interlocal Agreement between the Cities of SeaTac, Des Moines, Covington and Tukwila, accepting \$22,500 for maintenance and repairs for the Minor Home Repair Program substantially in the form as submitted.

- Item 4: CONSULTANT SERVICES CONTRACT WITH ANCHOR QEA FOR DESIGN, ENGINEERING AND PERMITTING SERVICES FOR THE MARINA ENTRANCE CHANNEL MAINTENANCE DREDGING PROJECT
Motion is that the Council approve the Consultant Services Contract with Anchor QEA for design, engineering and permitting services for the Marina Entrance Channel Maintenance Dredging Project, which authorizes to Anchor QEA totaling \$218,665 and to establish a contingency fund of \$20,000 and to authorize the City Manager to sign the contract, substantially in the form as attached.
- Item 5: AMERICAN WITH DISABILITIES ACT (ADA) TRANSITION PLAN
Motion is to approve Draft Resolution No. 19-019 adopting an Americans with Disabilities (ADA) Transition Plan for the City of Des Moines.
- Item 6: PARKS, RECREATION AND SENIOR SERVICES FACILITY RENTAL RATES
Motion is to approve Draft Resolution No. 18-143, superseding Resolution No. 1298 to provide for uniformity in the continued reduced resident, governmental entity and non-profit facility rental rates, and to require a written agreement prior to a further reduced rental rate.
- Item 7: 2019 SURFACE WATER MANAGEMENT PROJECT TASK ASSIGNMENTS
Motion 1 is to approve the changes to the 2019 SWM CIP Budget to include the increased design costs and direct administration to include such changes in the next available budget amendment ordinance.

Motion 2 is to approve the Task Order Assignment 2018-04 with Parametrix, that will provide design and permitting services for the North Fork McSorley Creek Diversion Project in the amount of \$169,088.23, plus a contingency in the amount of \$17,000.00, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.

Motion 3 is to approve the Task Order Assignment 2018-05 with Parametrix, that will provide design and permitting services for the Soundview/Redondo Beach Drive Pipe Project in the amount of \$89,876.59, plus a contingency in the amount of \$9,000.00, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.

Motion 4 is to approve the Task Order Assignment 2018-06 with Parametrix, that will provide design and permitting services for the 8th A venue (264th to 265th) Pipe Project in the amount of \$53,526.38, plus a contingency in the amount of \$6,000.00, and authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted.

Motion 5 is to approve the Task Order Assignment 2018-07 with Parametrix, that will provide design and permitting services for the 6th Ave S and S 239th St Pipe Project in the amount of \$76,518.07, plus a contingency in the amount of \$8,000.00, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.

Direction/Motion

Motion made by Councilmember Buxton to approve the consent calendar; seconded by Councilmember Bangs.

Mayor Pina pulled Consent Calendar Item #6.

The remainder of the Consent Calendar passed 6-0.

City Attorney George and Chief Strategic Officer Cezar answered Council questions on Consent Calendar Item #6.

Motion made by Deputy Mayor Pennington to have administrative changes made to Consent Calendar Item #6 and brought back to Council at the next regular council meeting; seconded by Councilmember Mahoney.
Motion Passed 6-0.

NEXT MEETING DATE:

March 28, 2019 City Council Regular Meeting.

ADJOURNMENT

Direction/Action

Motion made by Deputy Mayor Pennington to adjourn; seconded by Councilmember Bangs.

The motion passed 6-0.

The meeting adjourned at 9:22 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

MINUTES

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

March 28, 2019 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Pina.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Luisa Bangs, Robert Back, Jeremy Nutting and Matt Mahoney.

Staff present: City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Harbormaster Scott Wilkins; Finance Director Beth Anne Wroe; Police Chief Ken Thomas; Public Works Director Brandon Carver; Planning & Development Services Manager Denise Lathrop; Human Resource Manager Adrienne Johnson-Newton; Special Transportation Project Manager Len Madsen; City Clerk/Communications Director Bonnie Wilkins; Deputy City Clerk Taria Keane

CORRESPONDENCE

- There were no correspondences.

ADMINISTRATION REPORT

- 2017 State Audit Exit Interview
- Caitlin Caldwell, Vice President of KeyBanc Capital Markets gave a PowerPoint presentation update on Moody's Rating to Council.
- Special Transportation Project Manager Madsen presented a PowerPoint Presentation to Council on the Metro Community Connections

COMMENTS FROM THE PUBLIC

- Rick Johnson, Des Moines, Safe Crosswalks
- JC Harris, Des Moines, Crosswalks/Highline Forum

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Deputy Mayor Vic Pennington

- Economic Development Committee Meeting
- Town Hall Meeting
- Judson Park Pancake Breakfast

Councilmember Mahoney

- SCATBd Meeting
- Town Hall Meeting
- Judson Park Pancake Breakfast

Councilmember Back

- No Report

Councilmember Bangs

- Town Hall Meeting
- Sound Cities Regional Law, Safety and Justice Committee Meeting
- Commented on Consent Calendar Item #4, and Item #5
- Municipal Facilities Committee Meeting

Councilmember Nutting

- Municipal Facilities Committee Meeting
- Economic Development Committee Meeting
- Mount Rainier Pool Grand Reopening
- Judson Park Pancake Breakfast

Councilmember Buxton

- Mount Rainier Pool Grand Reopening
- Save the Midway Dick's Drive-In Meeting
- Town Hall Meetings
- Farmers Market Meeting
- Soundside Alliance Luncheon
- Commented on Consent Calendar Item #2 and Item #6

PRESIDING OFFICER'S REPORT

- Rainbow Bingo Fundraiser
- Town Hall Meeting
- Yacht Club Swap Meet
- Judson Park for College on Intellectual Knowledge
- Highline Forum
- National Geographic Geography Bee
- Judson Park Pancake Breakfast

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through March 28, 2019 included in the attached list and further described as follows:

Total A/P Checks/Vouchers #156911-157061	\$ 565,204.91
Total Void Checks from Previous Check Runs	\$ (6,229.31)
Electronic Wire Transfers # 1201-1206	\$ 484,548.46
Payroll Checks # 19145-19148	\$ 2,014.39
Payroll Direct Deposit #120001-120172	\$ 354,353.98
Total Checks and Wires for A/P and Payroll:	\$1,399,892.43

Item 2: TRANSIT SERVICE FUNDING AGREEMENT ROUTE 635

Motion is to approve the Transit Service Funding Agreement between King County Metro Transit and the City of Des Moines, with the City's cost share estimate to be \$175,500, and Amendment #3 to the Community Shuttle Demonstration Project Agreement, at no additional City cost, and authorize the City Manager to sign and implement the agreements substantially in the forms presented.

- Item 3: NATIONAL SERVICE RECOGNITION DAY PROCLAMATION
Motion is to approve the Proclamation recognizing April 2, 2019 as National Service Recognition Day.
- Item 4: INTERLOCAL AGREEMENT FOR SOUTH KING HOUSING AND HOMELESS PARTNERS
Motion is to approve the Interlocal Agreement with South King County Cities and King County to create the South King Housing and Homeless Partners, and to authorize the City Manager to sign the agreement substantially in the form as attached.
- Item 5: AFFORDABLE HOUSING WEEK PROCLAMATION
Motion is to approve the Proclamation recognizing May 13-17, 2019 as Affordable Housing Week.
- Item 6: SENIOR SERVICES ADVISORY COMMITTEE APPOINTMENTS
Motion is to confirm the Mayoral appointment of Sally Caldwell and Kaylene Moon each to an open position on the City of Des Moines Senior Services Advisory Committee, effective immediately and expiring on December 31, 2020.
- Item 7: SEXUAL ASSAULT AWARENESS MONTH PROCLAMATION
Motion is to approve the Proclamation recognizing April as Sexual Assault Awareness Month.
- Item 8: HAVENWOOD PARK FINAL PLAT
Motion 1 is to adopt Draft Resolution No. 19-027 approving the final plat entitled 'Havenwood Park', City File No. LUA2017-0044.

Motion 2 is to authorize the City Manager to sign the '16th Avenue South Improvements and Transportation Impact Fee Credit Agreement', substantially in the form as submitted in Attachment 4.
- Item 9: MARINA DISTRICT PEDESTRIAN ENHANCEMENT AND UTILITY UNDERGROUNDING PROJECT – AUTHORIZATION AND PSE SCHEDULE 74 AGREEMENT APPROVAL FOR CONSTRUCTION
Motion is to direct Administration to authorize Puget Sound Energy to proceed with construction of undergrounding the distribution system and joint utility trench for the aerial utilities, in accordance with Schedule 74 Underground Conversion Project Construction Agreement (Attachment 1) and sign such agreement substantially in the form as submitted.

Direction/Motion

Motion made by Councilmember Nutting to approve the consent calendar; seconded by Councilmember Bangs.
 Motion passed 7-0.

Mayor read the summary of the National Service Recognition Day, Affordable Housing Week, and Sexual Assault Awareness Month Proclamations into the Record.

EXECUTIVE SESSION

At 8:05 p.m. Council went into Executive Session. The purpose of the Executive Session was to discuss the Performance of a Public Employee Under RCW 42.30.110(1)(g). Those in attendance: Mayor Pina; Deputy Mayor Pennington; Councilmembers Buxton, Bangs, Back, Nutting, and Mahoney; City Manager Matthias; City Attorney George; Human Resource Manager Adrienne Johnson-Newton.

The Executive Session was expected to last 60 minutes.

At 8:55 p.m. Mayor Pina extended the Executive Session an addition 20 minutes.

The Executive Session concluded at 9:25 p.m.

The Executive Session lasted 80 minutes.

No formal action was taken.

NEXT MEETING DATE:

April 4, 2019 City Council Study Session.

ADJOURNMENT**Direction/Action**

Motion made by Deputy Mayor Pennington to adjourn; seconded by Councilmember Mahoney.

The motion passed 7-0.

The meeting adjourned at 9:25 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: South Sound Boating Season Opening
Day

AGENDA OF: April 11, 2019

DEPT. OF ORIGIN: Administration

ATTACHMENTS:
1. Proclamation

DATE SUBMITTED: April 2, 2019

CLEARANCES:

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to recognize the official opening of the 2019 South Sound Opening Day of Boating Season.

Suggested Motion

MOTION: “I move to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 11, 2019.

Background:

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

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City of Des Moines

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



Proclamation

WHEREAS, the City of Des Moines wishes to recognize and celebrate the 2019 South Sound Opening Day of Boating Season, and

WHEREAS, the Des Moines Yacht Club annually hosts the South Sound Opening of Boating Season ceremony which gathers the many south Puget Sound yacht clubs, along with Des Moines residents and their surrounding neighboring communities to participate and enjoy this ceremony, and

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

THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS May 11, 2019 as this year's

SOUTH SOUND OPENING DAY OF BOATING SEASON

SIGNED this 11th day of April, 2019

Matt Pina, Mayor

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Des Moines Memorial Drive
Interlocal Agreement with SeaTac;
200th Street Intersection

AGENDA OF: April 11, 2019

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

DATE SUBMITTED: April 3, 2019

1. Interlocal Agreement
2. CIP Project Budget Worksheet
(Transportation)
3. Proposed CIP Project Budget Worksheet
(Storm Water Management)

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DJB

- Legal *NG*
- Finance *SAW*
- Courts N/A
- Police N/A

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

Purpose and Recommendation:

The purpose of this agenda item is for City Council to enter into an Interlocal Agreement with the City of SeaTac for the design, right-of-way acquisition, and construction of the Des Moines Memorial Drive and South 200th Street Intersection Improvement Project (Attachment 1). The following motions will appear on the Consent Agenda:

Suggested Motions

Motion 1: "I move to approve the changes to the 2019 SWM CIP Budget to include costs associated with the Des Moines Memorial Drive/S. 200th Street Stormwater Extension Project and direct administration to include such changes in the next available budget amendment ordinance."

Motion 2: “I move to approve the Interlocal Agreement with the City of SeaTac for the Des Moines Memorial Drive and South 200th Street Intersection Improvement Project, and further authorize the City Manager to sign said Interlocal Agreement substantially in the form as Submitted.”

Background

The City of SeaTac is pursuing improvements to the signalized intersection at Des Moines Memorial Drive & South 200th Street (Project) as the lead agency. While the City of SeaTac maintains operational jurisdiction for this intersection, the City of Des Moines retains Right-of-Way control for the west approach, South 200th Street.

The Project proposes to construct left turn lanes on all four approaches of the intersection and a right turn lane on the east approach. Turning radii at the intersection will be sized to handle heavy freight, transit, and school bus traffic. Sidewalks and bike lanes will be extended to the beginning of the turn pocket transitions, or approximately 300-feet in each direction. The existing span wire traffic signal will be replaced with a mast arm system. Curb ramps and pedestrian signals will be upgraded to meet current ADA and APS standards. Additionally, the storm drainage system will be reconstructed as needed.

As identified in the City of Des Moines Comprehensive Transportation Plan (CTP) and Transportation Improvement Plan (TIP), this project tries to meet the mobility, operational, and safety goals of the City while mitigating the demands of increased traffic growth. Within the CTP, this intersection is currently operating at a Level of Service (LOS) C, analyzed in 2008, and forecasted to meet a LOS of F in 2030. Project improvements would help maintain a LOS of E or better throughout the forecast period, 2035.¹

Discussion

The project is being funded in partnership with the City of SeaTac because of Des Moines’ jurisdiction of the west intersection approach. All improvements will ultimately benefit the residents of both agencies by providing multimodal connectivity to the transportation network and increased intersection Level of Service for vehicles.

In addition to the street improvements, the City of Des Moines is seizing an opportunity to address an existing drainage problem to the west. Storm drainage facilities will be installed within the project limits to allow for future tie-in and may help mitigate future roadway flooding issues. Presently, drainage along 200th Street discharge into a series of drywells (ground infiltration) located within the road sag, which are prone to clogging and long term reduction of infiltration efficiencies resulting in flooding within the roadway. The new system along Des Moines Memorial Drive will enable these drywells to be eliminated, with the future 200th Street drainage connected to the new intersection drainage.

City of Des Moines staff have been working closely with the City of SeaTac in the preparation of construction bid documents, right-of-way acquisition, and administrative responsibilities of each agency during construction. Gray and Osborne Inc., SeaTac’s consultant, has prepared project documents to the 95% level including the Engineer’s opinion of probable construction cost. This information was used to verify Des Moines’ contribution to the project. Negotiated lump sum payments are used for reimbursement to SeaTac for the roadway elements, while the storm drainage ‘betterment’ will be

¹ HTE Herman Traffic Engineering (2018, May 31). *Des Moines Memorial Dr./S. 200th St. Intersection Improvements Traffic Operations Technical Memorandum*.

reimbursed using direct Bid Items within the construction contract. Within the Interlocal Agreement (Attachment 1), payment by the City of Des Moines to the City of SeaTac includes the following:

Transportation Project (Base Project)		
Preliminary Engineering (PE)	\$31,000	(Lump Sum)
Right-of-Way Acquisition (RW)	\$12,000	(Lump Sum)
Construction (CN)	\$417,000	(Lump Sum)
Construction Administration (CA)	\$40,000	(Lump Sum)
TOTAL	\$500,000	
Stormwater Drainage Extension (Betterment)		
Preliminary Engineering (PE)	\$6,000	(Lump Sum)
Construction (CN)	\$140,000	(Estimate – Bid Tab)
Construction Administration (CA)	\$15,000	(Lump Sum)
TOTAL	\$161,000	

Alternatives

(Motion 1)

The City Council could choose to not act on the motion. Although the drainage work could be done at a later date, the costs of the downstream drainage system (if even allowed by SeaTac) would be borne entirely by Des Moines and may be prohibitively high and disruptive. Staff would likely look for alternative means for mitigating the flooding on 200th Street, such as the installation of a costly drainage detention/infiltration facility.

(Motion 2)

The City Council could elect to not act on the motion, thereby deferring the intersection improvement project to a later time. This is not advisable given the strategic partnership with the City of SeaTac and their planned improvements. Signal operations would be sub-standard without improvements to all intersection approaches.

Financial Impact

(Motion 1)

The proposed SWM CIP Budget Worksheet includes \$220,000 for the design, construction and construction administration for the Stormwater Drainage Extension, per Section 6.1.2.1 of the Interlocal Agreement (Attachment 3). The drainage work is estimated at \$161,000. The budget amendment provides for \$59,000 of contingency funds to cover a high bid and cost overruns.

(Motion 2)

The City's CIP Budget Worksheet includes revenues to achieve full project funding per the Interlocal Agreement (Attachment 2).

Recommendation

Staff recommends adoption of the motion(s).

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**INTERLOCAL AGREEMENT
CITY OF DES MOINES AND
CITY OF SEATAC**

Des Moines Memorial Drive and South 200th Street Intersection Improvement Project

RECITALS

This Agreement is entered into by the City of SeaTac (SEATAC) and the City of Des Moines (DES MOINES), collectively referred to as “Parties” and individually referred to as “Party.”

WHEREAS, SEATAC is planning to construct the Des Moines Memorial Drive and South 200th Street Intersection Improvement Project (PROJECT) that will construct left turn lanes at all four legs of the intersection and a right turn lane on the east leg. The west leg of the intersection is located in DES MOINES jurisdiction, while the north, south and east legs are located in SEATAC jurisdiction. Sidewalks and bike lanes will be extended to the beginning of the turn pocket transitions or approximately 300-feet in each direction. The existing span wire traffic signal will be replaced with a mast arm system and the street lighting will be upgraded. Curb ramps and pedestrian signals will be upgraded to current ADA and APS standards and the storm drainage system will be reconstructed; and

WHEREAS, DES MOINES has requested SEATAC to include a Stormwater Drainage Extension as part of the PROJECT solely benefiting DES MOINES; and

WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, the PROJECT is currently under design by SEATAC through a professional engineering services contract; and

WHEREAS, the PROJECT will require right of way (ROW) acquisition within SEATAC and DES MOINES jurisdiction; and

WHEREAS, the PROJECT is programmed by SEATAC for construction in 2019/2020; and

WHEREAS, construction of the PROJECT benefits both Parties; and

WHEREAS, DES MOINES is willing to provide payment to reimburse SEATAC for the design, ROW acquisition, and construction costs of PROJECT elements within DES MOINES’ jurisdiction (WORK), subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions, and performances contained herein, the above recitals that are incorporated herein as if fully set forth below, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

- 1.1. This Agreement defines the roles and responsibilities between the Parties for construction of the PROJECT, including design, ROW acquisition, and construction, and specifies reimbursement to SEATAC by DES MOINES for the costs of performing the WORK.

2. SEATAC RESPONSIBILITIES

- 2.1. SEATAC shall design the PROJECT to be consistent with the “Proposed Design” as specified in the City’s 95% plans, specifications, and cost estimate.
- 2.2. SEATAC shall design the Stormwater Drainage Extension as part of the PROJECT to be consistent with the City’s 95% plans, specifications, and cost estimate. A separate Bid Schedule shall be included in the Bid Proposal and constitute full expenditures for the construction of the Stormwater Drainage Extension work.
- 2.3. SEATAC shall submit to DES MOINES, for DES MOINES review and written approval of all PROJECT elements to be constructed within DES MOINES right of way, as shown in 100% (Bid Ready) PROJECT design plans and specifications.
- 2.4. SEATAC shall construct the PROJECT in accordance with the approved plans and specifications, as provided in the 100% (Bid Ready) PROJECT design plans and specifications. Prior to constructing the PROJECT, SEATAC shall:
- 2.4.1. Provide DES MOINES a construction schedule that shall be updated as the construction proceeds;
 - 2.4.2. Give DES MOINES written notice fourteen (14) calendar days prior to the start of PROJECT construction;
 - 2.4.3. Coordinate with DES MOINES on the correction of items identified during construction as not conforming to the final approved PROJECT plans and specifications. SEATAC shall make the final decision regarding such corrections;
 - 2.4.4. SEATAC will notify DES MOINES of all change orders for WORK being constructed within the DES MOINES ROW. DES MOINES may provide SEATAC with comments related to such change orders, but SEATAC will proceed with such changes in its sole discretion except as provided 2.4.4.1.
 - 2.4.4.1. Any change orders necessary for completion of the Stormwater Drainage Extension work shall be approved by DES MOINES as soon as practicable, prior to SEATAC’s approval.
- 2.5. SEATAC shall complete all Right-of-Way acquisition necessary to complete the PROJECT in accordance with adopted Right-of-Way procedures.

- 2.5.1. SEATAC shall provide the City of Des Moines a copy of the Preliminary Funding Estimate (PFE) developed by third party consultants to ensure DES MOINES can respond to residents as appropriate as well as ensure proper procedures are maintained.
- 2.5.2. SEATAC shall notify DES MOINES if and when any Right-of-Way acquisition negotiations fail to result in real property acquisition and SEATAC determines condemnation is eminent. It is mutually agreed that if condemnation is required within DES MOINES jurisdiction, DES MOINES will be required to be the lead Agency. However, the Parties, through their respective City Attorney's Office, will determine the most advantageous and cost effective manner to prosecute any condemnation actions. Additionally, SEATAC shall have final settlement authority for any Right-of-Way acquisitions associated with the PROJECT.
- 2.6. Bid Process – SEATAC shall provide the bid tabulation to DES MOINES for review prior to contract award. Within (10) days of receiving the bid tabulation, DES MOINES shall notify SEATAC in writing that DES MOINES either agrees to proceed with the Stormwater Drainage Extension Bid Schedule as part of the PROJECT, or DES MOINES chooses not to proceed with this work.
- 2.6.1. The basis of contract award for the PROJECT will be the lowest, responsive, and responsible bidder on the total base bid for all PROJECT work. Although the Stormwater Drainage Extension work will be included in the total base bid, it will be listed on a separate schedule.
- 2.7. Within one hundred and eighty (180) calendar days following SEATAC's final acceptance of the PROJECT, SEATAC shall submit to DES MOINES an electronic copy and a complete set of reproducible as-built plans signed and stamped by the engineer of record.
- 2.8. Subsequent final acceptance, SEATAC shall be responsible for all operation, maintenance repair, removal, and/or replacement of all PROJECT elements within SEATAC ROW including the signal system.

3. DES MOINES RESPONSIBILITIES

- 3.1. DES MOINES shall review and approve the 100% (Bid Ready) plans and specifications, including the Bid Schedule associated with the Stormwater Drainage Extension work, and return written review comments to SEATAC within ten (10) days of receipt.
- 3.2. Accept or reject the Stormwater Drainage Extension Bid Schedule associated with the Stormwater Drainage Extension work per Section 2.5.
- 3.3. DES MOINES, at its discretion and sole cost, may furnish an inspector during construction of the WORK.
- 3.3.1. DES MOINES' Designated Representative specified in Section 5 will provide SEATAC with the contact information for its inspector. All contact between said

inspector and SEATAC's contractor shall be through SEATAC's Designated Representative as specified in Section 5.

3.3.2. During construction of the PROJECT, DES MOINES shall have the right to inspect the WORK and shall coordinate with SEATAC on the correction of items identified during construction as not conforming to the final approved PROJECT plans and specifications as provided in Section 2.4.3 above.

3.4. Subsequent final acceptance, DES MOINES shall be responsible for all operation, maintenance, repair, removal, and/or replacement of all PROJECT elements within DES MOINES ROW.

4. FINAL INSPECTION AND ACCEPTANCE OF THE PROJECT

4.1. Final Inspection - SEATAC shall administer Final Inspection of the PROJECT. DES MOINES shall be invited to participate in the Substantial Completion Inspection activities, including any formal PROJECT tours and any formal meetings or discussions. DES MOINES will submit to SEATAC a complete list of concerns or deficiencies within ten (10) calendar days of the date of the Substantial Completion Inspection for inclusion in the formal punch list. SEATAC shall provide notice of the time and date of the Final Inspection to DES MOINES a minimum of fourteen (15) calendar days prior to the Final Inspection.

4.2. DES MOINES Final Acceptance of WORK - After Final Inspection and DES MOINES' determination of adequate completion of any and all punch list work, DES MOINES will issue a letter of final acceptance to SEATAC for the WORK. If DES MOINES determines that any elements of punch list work have not been adequately completed, DES MOINES shall provide written notice to SEATAC, detailing the deficiencies or incomplete WORK within fifteen (15) calendar days after Final Inspection. Failure of DES MOINES to issue a notice letter of final acceptance within fifteen (15) calendar days after Final Inspection shall constitute acceptance of the WORK by DES MOINES. Final Acceptance of the WORK by DES MOINES shall not be unreasonably withheld.

5. DESIGNATED REPRESENTATIVES

5.1. All contact between the Parties, including, but not limited to, invoicing and administration for this Agreement and the WORK will be between the Designated Representatives of each Party, as follows:

5.1.1. For SEATAC:

Florendo Cabudol
Public Works Department
4800 South 188th Street
SeaTac, WA 98188
(206) 973-4740
fcabudol@seatacwa.gov

5.1.2. For DES MOINES:

City of Des Moines
 ATTN: Transportation & Engineering Services Manager
 Andrew Merges, P.E.
 21650 11th Avenue South
 Des Moines, WA 98198-6317
 206-870-6525
amerges@desmoineswa.gov

6. PAYMENT

6.1. DES MOINES will provide SEATAC reimbursement for:

6.1.1. LUMP SUM PAYMENT - a lump sum payment of \$500,000 (“LUMP SUM PAYMENT”) will be made by DES MOINES to SEATAC for the design, ROW acquisition, and construction of the PROJECT, excluding the Stormwater Drainage Extension described in Section 2.2.

6.1.1.1. The Parties agree that the \$500,000 LUMP SUM PAYMENT is calculated based on each phase outlined below:

- Preliminary Engineering (PE) – \$31,000
- Right-of-Way Acquisition (RW) - \$12,000
- Construction (CN) - \$417,000
- Construction Administration (CA) - \$40,000

6.1.1.2. DES MOINES will make the LUMP SUM PAYMENT to SEATAC in two installments as set forth below:

- Prior to May 1, 2019 - \$43,000 (PE & RW)
- Within (60) days following SEATAC’s issuance of the Contract Notice to Proceed - \$457,000 (CN & CA)

6.1.2. STORMWATER DRAINAGE PAYMENT – Payment by DES MOINES to SEATAC for the design and construction of the PROJECT Stormwater Drainage Extension improvements shall be made in accordance with this Section 6.1.2.

6.1.2.1. The Parties agree that the Engineering Estimates for each phase outlined below are the basis for determining SEATAC’s compensation for the Stormwater Drainage Extension work, which totals approximately \$161,000.

- Preliminary Engineering (PE) – \$6,000
- Construction (CN) - \$140,000 (approximate cost)
- Construction Administration (CA) - \$15,000

6.1.2.2. The Parties agree that the Engineering Estimate for PE and CA will be Lump Sum Payments as set forth above. The CN cost in the estimated amount of \$140,000 will be adjusted based on actual costs incurred in accordance with the Stormwater Drainage Extension bid schedule.

6.1.2.3. DES MOINES will provide SEATAC with payments according to the following schedule:

- Prior to May 1, 2019 - \$21,000 (PE & CA)
- (30) days following executed monthly pay estimates – Payment equal to schedule of work completed for the Stormwater Drainage Extension.

6.1.2.4. If a change order is required to complete the Stormwater Drainage Extension WORK, any additional costs shall be borne by DES MOINES.

6.2. SEATAC will provide DES MOINES reimbursement for all costs incurred by DES MOINES if Right-of-Way acquisition requires condemnation to complete the PROJECT, as identified in Section 2.5. In order to limit reimbursement costs, SEATAC may perform condemnation work on behalf of DES MOINES upon agreement of each Party's City Attorney.

6.3. If DES MOINES initiates a Change Order per DES MOINES requests during construction through SEATAC contract administration, DES MOINES shall fully reimburse SEATAC for the change based on payment made to the Contractor.

7. CLAIMS FOR ADDITIONAL PAYMENT BY CONTRACTOR

7.1. In the event SEATAC's contractor files any claims for additional payment associated with the WORK, DES MOINES shall not be obligated to pay such claims or their cost of defense due to SEATAC solely administering the Construction Contract.

7.2. Disputes and Claims shall conform to WSDOT Standard Specification 1.09.11. Any settlement to be reviewed and agreed upon by both SEATAC and DES MOINES.

8. RIGHT OF ENTRY

8.1. SEATAC hereby grants to DES MOINES, its employees, authorized agents, contractors, and subcontractors, a right of entry upon all SEATAC-owned property necessary for DES MOINES' design review and construction inspection of the WORK.

8.2. DES MOINES hereby grants to SEATAC and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all public right-of-way in which SEATAC has an interest for the purpose of performing the WORK.

8.2.1. WORK activities utilizing DES MOINES right-of-way shall be approved through Right-of-Way permit application. In consideration of the PROJECT mutual benefits, all permit fees shall be waived.

9. TERM

9.1. This Agreement is effective as of April 1, 2019 and will terminate upon DES MOINES' acceptance of the WORK or the expiration of any contractor warranties of the WORK, whichever is later. This Agreement may also be terminated sooner pursuant to Section 10, TERMINATION.

10. TERMINATION

Neither SEATAC nor DES MOINES may terminate this Agreement without the written concurrence of the other Party.

10.1.1. If this Agreement is terminated by DES MOINES prior to the fulfillment of the terms stated herein, DES MOINES agrees to reimburse SEATAC for the actual direct and related indirect expenses and costs it has incurred for the WORK up to the date of termination, as well as the costs of non-cancelable obligations.

10.1.1.1. If payment has been made as outlined in Section 6 above by DES MOINES prior to agreement termination, SEATAC will reimburse DES MOINES the Lump Sum Payment minus actual direct and indirect expenses, subject to Section 10.1.1.

10.1.2. If this Agreement is terminated by SEATAC prior to the fulfillment of the terms stated herein, SEATAC will be responsible for the actual direct and related indirect expenses and costs it has incurred for the WORK up to the date of termination, as well as the costs of non-cancelable obligations.

10.1.3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

11. AMENDMENT

11.1. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

12. INDEPENDENT CONTRACTOR

12.1. SEATAC shall be deemed an independent contractor for all purposes and the employees of SEATAC or any of its contractors or subcontractors, shall not in any manner be deemed to be employees of DES MOINES.

13. INDEMNIFICATION AND INSURANCE

13.1. To the extent authorized by law, the Parties shall protect, defend, indemnify, and hold harmless each other and their employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the work to be performed or performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) DES MOINES, its employees, authorized agents, contractors and/or subcontractors and (b) SEATAC, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, its employees, contractors, subcontractors and/or authorized agents own negligence.

13.2. SEATAC shall require all contractors and subcontractors that construct the PROJECT to carry insurance that names the City of Des Moines and its officers and employees primary non-contributory additional insureds, with minimum policy limits in the following amounts:

Commercial General Liability--\$3.0 million.

Automobile Liability--\$2.0 million per occurrence.

Worker's Compensation--Employees of Contractors and Subcontractors are to be insured under Washington State Industrial Insurance.

The above policy limits may be obtained through the use of excess liability (umbrella) insurance. SEATAC shall obtain a certificate of insurance that complies with the requirements above, which must be approved by the DES MOINES Risk Management or Legal Department.

13.3. This Section 13 shall survive termination of this Agreement.

14. DISPUTES

14.1. In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Parties shall each appoint a member to a disputes board; these two members shall select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in

the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

15. VENUE

15.1. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in King County Superior Court, Maleng Regional Justice Center. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

16. RECORDS RETENTION AND AUDIT

16.1. During the progress of the WORK and for a period not less than six (6) years from the date of final payment by DES MOINES, the records and accounts pertaining to the WORK and accounting therefore are to be kept available by the Parties for inspection and audit by Washington State and/or the Federal Highway Administration and copies of all records, accounts, documents, or other data pertaining to the WORK will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period. This Section 16 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below:

CITY OF SEATAC

CITY OF DES MOINES

By (print):

By (print):

Signature:
City Manager

Signature:
City Manager

Date:

Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

Date:

Date:

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**CITY OF DES MOINES
2019-2024 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

DMMD & S 200th Street Signal Improvements

Project # **319**

Summary Project Description:
Des Moines Memorial Dr and South 200th Street. 1/4th cost of total improvements to install left turn lanes at all four approaches with curb, gutter and sidewalk. City of SeaTac is lead agency; project represents Des Moines share payable to SeaTac.

CIP Category: Transportation - Capital Project
Managing Department: Plan, Build & PW Admin

Justification/Benefits: Des Moines Memorial Dr and South 200th Street lack left turn pockets on all four legs as well as sidewalks and bike lanes.

<i>PROJECT SCOPE</i>			
<i>Expenditures</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
Design	-	-	-
Land & Right of Way	-	-	-
Construction	-	550	550
Contingency	-	-	-
Total Expenditures	-	550	550

<i>ANNUAL ALLOCATION</i>							
<i>Project to Date 12/31/17</i>	<i>Scheduled Year 2018</i>	<i>Plan Year 2019</i>	<i>Plan Year 2020</i>	<i>Plan Year 2021</i>	<i>Plan Year 2022</i>	<i>Plan Year 2023</i>	<i>Plan Year 2024</i>
-	-	550	-	-	-	-	-
-	-	550	-	-	-	-	-
-	-	550	-	-	-	-	-

<i>Funding Sources</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
Traffic Impact Fees - City Wide	-	550	550
Total Funding	-	550	550

<i>Project to Date 12/31/17</i>	<i>Scheduled Year 2018</i>	<i>Plan Year 2019</i>	<i>Plan Year 2020</i>	<i>Plan Year 2021</i>	<i>Plan Year 2022</i>	<i>Plan Year 2023</i>	<i>Plan Year 2024</i>
-	-	550	-	-	-	-	-
-	-	550	-	-	-	-	-

<i>OPERATING IMPACT</i>			
<i>Operating Impact</i>	<i>6 Year Total</i>		
Revenue	-	-	-
Expenses	-	-	-
Net Impact	-	-	-

<i>ANNUAL OPERATING IMPACT</i>							
	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>
Revenue	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-
Net Impact	-	-	-	-	-	-	-

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TOTAL PROJECT SCOPE				HISTORIC ACTUALS		ACTUAL EXPENDITURES			BUDGET		PROJECT BUDGET ALLOCATIONS BY YEAR PER ADOPTED 6 YEAR PLAN							
Expenditures	7/26/18 Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/17	2018 Actual	Project to Date 12/31/18	Project To Date 3/31/2019	2019 Year to Date 3/31/2019	2019 Remaining Budget	Estimated Year End 2019	2019 Appropriated Budget	Planned Year 2020	2020 Appropriated Budget	Planned Year 2021	Planned Year 2022	Planned Year 2023	Planned Year 2024	Planned Year 2025
Design																		
External Engineering (SeaTac I/LA)		6,000	6,000						6,000	6,000								
Internal Engineering/Project Mgmt																		
Other Professional Services																		
Prop/ROW/Easements																		
Construction																		
External Engineering																		
External Proj Mgmt/Inspect (SeaTac I/LA)		15,000	15,000						15,000	15,000								
Internal Engr-Prj Mgmt/Inspect																		
Construction Contract (SeaTac I/LA)		140,000	140,000						140,000	140,000								
Other																		
Interfund Financial Services																		
Contingencies		59,000	59,000						59,000	59,000								
Total Project Expense Budget:		220,000	220,000						220,000	220,000								
Funding Sources																		
Surface Water Utility		220,000	220,000						220,000	220,000			58,000					
Total Project Revenue Budget:		220,000	220,000						220,000	220,000								

Committed Cash:

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Music4Life Proclamation

AGENDA OF: April 11, 2019

ATTACHMENTS:
1. Proclamation

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: April 2, 2019

CLEARANCES:

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

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

Suggested Motion

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

Background:

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

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

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City of Des Moines

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



Proclamation

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

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

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

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

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

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

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

WHEREAS, Music4Life has provided approximately 2,000 musical instruments to children in the greater Seattle area, including those attending Bremerton, Edmonds, Everett, Highline, Mukilteo, Northshore, Seattle and Shoreline Public Schools, in addition to nearly 9,000 recorders to very young students; now therefore

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

MUSIC4LIFE MONTH

SIGNED this 11th day of April, 2019

Matt Pina, Mayor

The Waterland City

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Lodging Tax Advisory Committee
Appointment

FOR AGENDA OF: April 11, 2019

DEPT. OF ORIGIN: Admin

DATE SUBMITTED: April 2, 2019

ATTACHMENTS:

1. Application

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- Legal *AG*
- Finance *SAW*
- Courts _____
- Police _____
- City Clerk _____

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

Purpose and Recommendation

The purpose of this agenda item is to recommend City Council approval of the Mayor's appointment to the Lodging Tax Advisory Committee.

Suggested Motion

Motion 1: "I move to confirm the Mayoral appointment of Gianni Fontanoza to the Lodging Tax Advisory Committee effective immediately."

Background

The City of Des Moines adopted Ordinance No. 1319 on March 27, 2003 which became effective April 26, 2003 for the purpose of establishing a Lodging Tax Advisory Committee. A Committee of at least five members is required for the collection of Des Moines' legal share of Hotel/Motel Tax. The tax must be used solely for paying for tourism promotion and for the acquisition and/or operation of tourism related facilities as specified in RCW 67.28.180.

Discussion

The committee shall consist of at least five members, appointed by the mayor and confirmed by a majority of the City Council. The committee membership shall include at least two members who are representatives of businesses required to collect tax under RCW 67.28.180, at least two members who are persons involved in activities authorized to be funded by revenue received under RCW 67.28.180 and one member who shall be a member of the City Council and who shall serve as Chair of the committee. This agenda requests Council approval of the appointment of Gianni Fontanoza, Front Office Manager of The Four Points Sheraton to fill the vacancy left by former committee member, Martin Sanchez, Assistant General Manager of the Four Points Sheraton.

Alternatives

None provided.

Recommendation

Des Moines Administration recommends the Mayoral appointment of Gianni Fontanoza to a term on the Lodging Tax Advisory Committee.

RECEIVED

MAR 22 2019

CITY OF DES MOINES
CITY CLERK



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

NAME: GIANNI FONTANOZA
ADDRESS: 22406 PACIFIC HWY S
CITY, ZIP: DES MOINES, WA 98198
Contact Information - PHONE: Home _____ Work (253) 642-0062
Cell (509) 472-0599 Fax _____ E-Mail GIANNI.FONTANOZA@MARRIOTT.COM

EMPLOYMENT/VOLUNTEER SUMMARY LAST FIVE YEARS:

INTERSTATE HOTELS AND RESORTS
DARDEN RESTAURANT

Are you related to anyone presently employed by the City or a member of a City Board? NO
If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence) or a business in the Des Moines? NO If so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

- 1. Specify the group you represent:
 Local Lodging Industry Business/Organization Providing Programs & Services to Promote Tourism in Des Moines

Provide Details of this Representation: EMPLOYMENT - FRONT OFFICE MANAGER AT FOUR POINT BY HERATON - SEATTLE AIRPORT SOUTH

- 2. What problems, programs or improvements are you most interested in? PROGRAMS AIMED AT MAXIMIZING TOURISM EXPERIENCE HERE IN DES MOINES

- 3. Please list any Des Moines elective/appointive offices you have run/applied for previously.
N/A

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interfund Loan of \$125,000 for the purchase of the Van Gasken property.

ATTACHMENTS:

- 1. Draft Ordinance No. 19-028

FOR AGENDA OF: April 11, 2019

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: April 3, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- Legal *VG*
- Finance *Baw*
- Courts _____
- Police _____

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

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of an interfund loan of \$125,000 from the Equipment Rental Replacement Fund to the Municipal Capital Improvements Fund to complete the purchase of the Van Gasken property.

Suggested Motion

First Motion: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 19-028 on first reading."

Second Motion: "I move to enact Draft Ordinance No. 19-028 authorizing an interfund loan of \$125,000 from the Equipment Rental Replacement Fund to the Municipal Capital Improvements Fund to complete the purchase of the Van Gasken property."

Background

In 2017, the Des Moines City Council took action with the help of Forterra to purchase the Van Gasken property (402 S. 222nd St.) and protect it from private development. The City of Des Moines and Forterra entered into a Memorandum of Understanding (MOU) whereby Forterra acquired the 0.67 acre property on behalf of the City, for \$1,190,000 to ensure it was not sold on the private market before funds could be raised.

The City of Des Moines, as a result, of a competitive grant process was awarded \$594,000 in King County Conservation Futures funds to acquire the property. The Van Gasken property is a 0.67-acre parcel located on a bluff above Puget Sound, with sweeping views of the Olympics, Vashon Island, and City waterfront. The parcel will add to dozens of acres protected at nearby parks, which offer shoreline access, forested habitat, and trails that will include the western terminus of the Lake to Sound Regional Trail. The acquisition will add a new viewpoint to the nearby parks, and offers opportunity for interpretive signage. The property has an older home and a rich history, and cultural resources consultation is underway to help inform the future of the property.

This property will be a regional waterfront resource that provides connectivity between the Marina District and the Puget Sound for the residents of South King County.

Alternatives

Not adopt the ordinance (not recommended)

Financial Impact

Now that the City has received the grant from King County Conservation Futures to acquire the Van Gasken property it makes economic sense to complete the purchase now versus waiting until the end of 2020. The City has the required match for the grant and only needs an additional \$125,000 to complete the purchase. Future Park-in-Lieu revenues will be used to pay the interfund loan.

Currently the City reimburses the interest cost on the Forterra loan of \$1,190,000, at a rate of 5.25% and pays the property taxes. By authorizing the interfund the city reduces the interest cost expense approximately \$89,000; as well as, eliminating the property tax expense.

Recommendation

Staff recommends the City Council enact Draft Ordinance No. 19-028.

CITY ATTORNEY'S FIRST DRAFT, 03/21/19**DRAFT ORDINANCE NO. 19-028**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON authorizing an interfund loan to the Municipal Capital Improvements Fund in the amount of \$125,000, from the Equipment Rental Replacement Fund, and setting the schedule for repayment and interest calculations on or before December 31, 2021.

WHEREAS, the City entered into a memorandum of understanding in August 2017 with Forterra, a Washington non-profit corporation to secure immediate funding for the property located at 402 S. 222nd, Des Moines, Washington (Van Gasken property) with important open space, viewshed, scenic, recreational and community values that are of great importance to the City of Des Moines; and

WHEREAS, the City has the option of purchasing this property from Forterra on or before December 31, 2020; and

WHEREAS, the City is exercising its option to purchase the property located at 402 S. 222nd, Des Moines, Washington from Forterra; and

WHEREAS, the estimated cost to repay Forterra and to complete the purchase of this property is estimated to be \$1,317,400; and

WHEREAS, the City as a result of a competitive grant process was awarded \$594,000 in King County Conservation Futures funds to acquire and protect from development the Van Gasken property; and

WHEREAS, the City's balance of \$723,400 to complete the purchase will be funded using Park In-Lieu revenues, of which there is currently \$598,400 available; and

WHEREAS, the City will use a \$125,000 interfund loan to pay the balance for the purchase and will use future Park In-Lieu revenues, as collected, to repay this loan; and

WHEREAS, the interfund loan will be repaid on or before December 31, 2020; now therefore,

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

Sec. 1. The Equipment Rental Replacement Fund will provide the Municipal Capital Improvements Fund with interfund loan proceeds of \$125,000.

Sec. 2. The Municipal Capital Improvements Fund will pay interest on the outstanding loan to the Equipment Rental

Ordinance No. 19-028
Page 2 of 2

Replacement Fund at an interest rate equivalent to the Washington State Local Government Investment Pool rate.

Sec. 3. Upon the availability of Park In-Lieu revenues, the Municipal Capital Improvements Fund will repay the outstanding interfund loan to the Equipment Rental Replacement Fund, but no later than December 31, 2020.

Sec. 4. Severability - Construction. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by a court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance.

Sec. 5. Effective Date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication accordance with law.

PASSED BY a majority of the City Council of the City of Des Moines, Washington this 11th day of April, 2019 and signed in authentication thereof this _____ day of _____, 2019.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Ordinance No. 19-035 updating the Administrative Provisions of the Business and Occupation Tax Code.

FOR AGENDA OF: April 11, 2019

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: April 3, 2019

CLEARANCES:

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

ATTACHMENTS:

- 1. Draft Ordinance No. 19-035

CHIEF OPERATIONS OFFICER: _____

- Legal *TO*
- Finance *Law*
- Courts _____
- Police _____

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

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider Draft Ordinance No. 19-035 which amends DMMC 3.85.210 to allow for contingent fee compensation when using a contract auditor.

Suggested Motion

First Motion: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 19-035 on first reading."

Second Motion: "I move to enact Draft Ordinance No. 19-035 authorizing an amendment to the Administrative Provisions of the Business and Occupation Tax Code, DMMC 3.85.210, to allow for contingent fee compensation when using a contract auditor."

Background

In 2012, the City adopted the model ordinance provision relating to business & occupation (B&O) taxes and established a new chapter 3.85 of the Des Moines Municipal Code (DMMC) entitled *Business and*

Occupation Tax – Administrative Provisions. This chapter included a non-mandatory provision, which addresses audits of taxpayers.

DMMC 3.85.210(1) addresses conducting an audit or joint audit of a taxpayer by using an auditor employed by the City of Des Moines, another city or a contract auditor and has a provision that the contract auditor's pay may not be based upon the amount of tax assessed.

In January 2019, the finance department had City Council approve a contract with Avenu MuniServices to perform an audit of utility tax payments and/or utility franchise fees. Avenu MuniServices will be compensated on a performance based pricing approach for their audit services.

Discussion

In preparing for the utility tax audit the wording in DMMC 3.85.210(1) was noted as it potentially does not support our contract with Avenu MuniServices. The meaning behind the language in DMMC 3.85.210(1) is unclear and raised questions about whether it would prohibit the use of Avenu MuniServices. Additionally, it also may be contrary to our past practice in contracting for B&O tax audits.

It is in the best interest of the city to obtain the expertise of a contract auditor to perform taxpayer audits. Accordingly, this Draft Ordinance was created to remove the confusion in the Code.

Alternatives

Not adopt the ordinance (not recommended)

Financial Impact

We are unable to determine the financial impact at this time. The utility tax audit is designed to help secure lost revenue and to ensure correct revenue collection in the future. If this amendment is not made the city may lose potential revenue.

Recommendation

Staff recommends the City Council enact Draft Ordinance No. 19-035.

CITY ATTORNEY'S FIRST DRAFT 04/04/2019**DRAFT ORDINANCE NO. 19-035**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON updating the City's Business and Occupation Tax Administrative Provisions and amending DMMC 3.85.210.

WHEREAS, the City of Des Moines, like other Optional Municipal Code cities governed by the provisions of RCW Title 35A, are authorized by the Washington State Legislature to impose taxes on business and occupation for the purpose of regulation or revenue, and

WHEREAS, RCW 35.102.040 requires all cities imposing a business and occupation tax ("B & O tax") to adopt mandatory provisions of a model ordinance developed by the Association of Washington Cities, and

WHEREAS, Cities imposing a B & O tax may, in adopting the model ordinance, deviate from the non-mandatory provisions of the model ordinance so long as the City makes a description of the deviations available to the public, and

WHEREAS, the City of Des Moines has imposed a B & O tax, adopting the current version of the model ordinance in Ordinance no. 1555, codified at chapter 3.84 DMMC and Ordinance 1556, codified at chapter 3.85 DMMC, and

WHEREAS, the City has compiled deviations from the model ordinance reflected in chapters 3.84 and 3.85 DMMC and made the list available to the public, and

WHEREAS, the City has adopted a non-mandatory provision of the model ordinance at 3.85.210, which addresses audits of taxpayers, and

WHEREAS, it is in the City's best interest is to obtain a contract auditor's expertise to conduct audits of taxpayers, and

WHEREAS, obtaining the best results in taxpayer audits may require contingent fee compensation when using a contract auditor, and

Ordinance No. _____
Page 2 of 3

WHEREAS, the City Council finds that amending DMMC 3.85.210 is appropriate and necessary for the preservation of the public health, safety, and general welfare; now therefore,

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

Sec. 1. DMMC 3.85.210 and section 21 of Ordinance No. 1556 are each amended to read as follows:

The director is authorized to enter into agreements with other Washington cities which impose an "eligible gross receipts tax":

(1) To conduct an audit or joint audit of a taxpayer by using an auditor employed by the city of Des Moines, another city, or a contract auditor; ~~provided, that such contract auditor's pay is not in any way based upon the amount of tax assessed;~~

(2) To allocate or apportion in a manner that fairly reflects the gross receipts earned from activities conducted within the respective cities the gross proceeds of sales, gross receipts, or gross income of the business, or taxes due from any person that is required to pay an eligible gross receipts tax to more than one Washington city.

(3) To apply the city's tax prospectively where a taxpayer has no office or place of business within the city and has paid tax on all gross income to another Washington city where the taxpayer is located; provided, that the other city maintains an eligible gross receipts tax, and the income was not derived from contracts with the city.

Sec. 2. Severability - Construction.

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

Ordinance No. ____
Page 3 of 3

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

Sec. 3. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of ____, 2019 and signed in authentication thereof this ____ day of ____, 2019.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: TIB Complete Street Grant Award –
Barnes Creek Trail (Zenith Elementary
School Extension)

AGENDA OF: April 11, 2019

DEPT. OF ORIGIN: Planning, Building & Public
Works

ATTACHMENTS:

DATE SUBMITTED: April 3, 2019

1. Transportation Improvement Board
Complete Streets Work Plan and Award
Letter, March 22, 2019
2. Transportation Improvement Board Grant
Agreement
3. CIP Project Worksheet

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSB

- Legal TO
- Finance Law
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation:

The purpose of this Agenda Item is for City Council to accept the Transportation Improvement Board (TIB) Complete Streets Grant for the Barnes Creek Trail – Zenith Elementary School Extension project (Attachment 1). The following motion will appear on the Consent Agenda:

Suggested Motion

Motion 1: “I move to accept the TIB Complete Streets Grant Award for the Barnes Creek Trail – Zenith Elementary School Extension project and authorize the City Manager to sign the Grant Agreement substantially in the form as submitted.”

Background

The Barnes Creek Trail Project proposes to construct a 1.9 mile long multi-use trail through the center of the City of Des Moines, creating a north-south connection between the Des Moines Creek Trail and the Highline College. The Barnes Creek Trail Project has three separate smaller projects. These include the North Segment – S 216th St to S 220th St, Central Segment – S 220th St to S Kent-Des Moines Rd, and South Segment – S Kent-Des Moines Rd to Highline College via 16th Ave S & S 240th St. The TIB Complete Streets Grand Award will fund the construction of the Barnes Creek Trail -Zenith Elementary School Extension Project, extending from S Kent-Des Moines Rd to the new 12-foot wide multi-use trail along Zenith Elementary School's frontage improvement along the west side of 16th Ave S.

The construction of the Barnes Creek Trail – Zenith Elementary School Extension Project would provide an ADA compliant multimodal pedestrian and bike facility that encourages more residents and students to walk or bicycle to school. The new trail would also attract more bus riders & more recreational users such as joggers and bicyclists. Ultimately, the proposed multiuse facilities will provide non-motorized access to Zenith Elementary school, Highline College and the new Sound Transit Light Rail Station across from Highline College.

Discussion

The City applied for the TIB Complete Streets Grant opportunity in the Fall of 2018. Three projects were presented; 7th Avenue South Pedestrian Enhanced Crosswalks, Barnes Creek Trail – Zenith Elementary School Extension, and the South 223rd Street Corridor Improvements – Phase 1. The TIB Board ultimately selected to move forward with the Barnes Creek Trail project in the amount of \$300,000 with no required City financial match. The City is required to certify funding by signing and returning the Complete Streets Award Grant Agreement (Attachment 2).

Alternatives

The City Council could elect not to accept the TIB Complete Streets Grant Award. As a result, the City would have to seek construction funding for the project from other sources such as the Federal Highway Administration (FHWA) which often requires local governments to match Federal funds with funds from other sources.

Financial Impact

The TIB Complete Streets Grant funding will be applied to the Barnes Creek Trail CIP project (Attachment 3). No additional funding is expected to be required at this time to complete the grant obligations.

Recommendation or Conclusion

Staff recommends adoption of the motion.



Washington State Transportation Improvement Board

TIB Members

Chair
Mayor Glenn Johnson
City of Pullman

Vice Chair
Commissioner Richard Stevens
Grant County

Amy Asher
RiverCities Transit

Alyssa Ball
Office of Financial Management

Aaron Butters, P.E.
HW Lochner Inc.

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Mike Dahlem P.E.
City of Sumner

Sue Dreier
Pierce Transit

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

John Koster
County Road Administration Board

Colleen Kuhn
Human Services Council

Mark Kulaas
Douglas County

Mayor Ron Lucas
Town of Steilacoom

Mick Matheson, P.E.
City of Mukilteo

David Ramsay
Feet First

Steve Roark, P.E.
WSDOT

Councilmember Mike Todd
City of Mill Creek

Jennifer Walker
Thurston County

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

March 22, 2019

Mr. Brandon Craver
Public Works Director
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198-6317

Dear Mr. Craver:

Congratulations! The Transportation Improvement Board (TIB) has selected your city for a Complete Streets Award. This recognition award includes a grant not to exceed the amount of \$300,000.

How is grant funding received? What is the next step?

- Before funds can be transferred, both of the enclosed Grant Agreements must be signed and returned. One executed agreement will be returned for your files.
- The total grant may be transferred to your city as soon as July 15th, 2019.
- Funds must be tracked in a separate account or with an identifiable accounting code.
- Check with your finance officer to ensure your city is ready to receive funds.

How can funds be used? What is the grant requirement?

- The grant requires all items on the enclosed and approved TIB Complete Streets work plan to be completed. (Additional funding from other sources to finish all approved items may be required.)
- Revisions to the work plan may be considered for special circumstances, or for requesting additional work plan items for approval. Contact your TIB project engineer to request a work plan revision.

How do I show the funds were used?

Once the approved work plan items are completed, you must send in backup documentation showing expenditure amounts, dates, and activities related to the funds, and photos or other documentation showing the completed work.

When must funds be used?

Funds must be used by March 31, 2022. Any unused funds must be returned to TIB.

Future eligibility.

All items listed on your approved work plan must be completed before your city will become eligible for future Complete Streets awards.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@tib.wa.gov. Questions regarding fund transfers should be directed to Vaughn Nelson at (360) 586-1149 or email VaughnN@tib.wa.gov.

Sincerely,


Ashley Probart
Executive Director

Enclosures

Investing in your local community



Transportation Improvement Board Complete Streets Work Plan



Complete Streets Award

Once approved, all work shown must be completed before agency is eligible for future nominations.

Agency Des Moines
 Agency Contact Andrew Merges, PE
 Phone 206-870-6568 Email amerges@desmoineswa.gov

Total Work Plan Complete Streets Funding \$300,000

Proposed Work Item	Description	Complete Streets Funding	Estimated Completion Year
Barnes Creek Trail - Zenith Elementary School Extension	Construct segment of Barnes Creek multi-use trail from Zenith Elementary School development northernmost limits to Kent-Des Moines Road along the west side of 16th Avenue South. Approximately 500-LF of 12-foot wide multiuse trail, pedestrian buffer, curb & gutter, and associated storm drainage will be installed. This segment will complete pedestrian connectivity from Kent-Des Moines Road to the new Zenith Elementary School at the corner of 16th Ave S & S 240th. Highline School District is currently constructing the 12-foot wide multi-use trail along their frontage. Ultimately, multiuse facilities will provide non-motorized access to Highline College and the new Sound Transit Light Rail Station at KDM/SR99.	\$ 300,000	2020

Agency Certification

Certification is hereby given that the proposed work plan represents projects that support and reflect our commitment to the Complete Streets ordinance and ethic.

[Signature]
 Signature of Authorized Agency Official

2/5/19
 Date

CITY OF DES MOINES PUBLIC WORKS DIRECTOR
 Agency Official Name & Title

TIB Approval

Project Engineer Review [Signature] Date 2/27/2019
 Engineering Manager [Signature] Date 2/28/19
 Executive Director Ashley Pulvart Date 3-5-19



City of Des Moines
C-P-110(001)-1
Complete Streets Award

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
CITY OF DES MOINES
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and the CITY OF DES MOINES, a Washington state municipal corporation ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Complete Streets, to provide for the retrofit of streets and roads ("Project") for eligible cities, towns, and counties to provide access to all users, including bicyclists, pedestrians, motorists, and public transportation riders, and

WHEREAS, the above-identified RECIPIENT is eligible to receive a Project grant pursuant to ordinance 1533 and that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant

NOW, THEREFORE, pursuant to chapter 47.26 RCW, RCW 47.04.320, and WAC 479-10-500 *et seq*, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of THREE HUNDRED THOUSAND AND NO/100 dollars (\$300,000) for the Project pursuant to the terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. PROJECT AND BUDGET

The Project shall provide for the retrofit of identified streets or roads on the RECIPIENT's approved work plan. In accordance with applicable laws and ordinances, the RECIPIENT agrees to enter into an agreement with an independent contractor and/or material providers, or otherwise provide for the Project work plan to be completed by the RECIPIENT's own forces. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its independent contractor and/or material providers. If RECIPIENT uses its own forces, it shall be solely responsible for paying the costs thereof. Under no circumstances shall the TIB be responsible to any third party for the payment of labor or materials used in completing the Project work plan. The Project work plan may be amended by the Parties, pursuant to Section 7.

3. PROJECT WORK PLAN AND DOCUMENTATION



The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Project work plan describing eligible items with estimated costs;
- b) Documentation to support all costs expended on the Project work plan; and
- b) Project work plan Closeout Form.

4. PAYMENT AND RETURN OF GRANT FUNDS

TIB will pay the full grant award to the RECIPIENT after TIB approves the Project work plan and the Parties fully execute this Agreement; provided that there are legislatively appropriated funds available. The RECIPIENT agrees that it shall hold the grant funds in a separate and identifiable account and only use said funds to pay the actual direct and related indirect costs of the approved Project work plan. Grant funds not expended on approved Project work plan items within three years of the date of TIB's Grant approval shall be returned to TIB within ninety (90) days after receipt of TIB's written notification.

5. USE OF COMPLETE STREETS GRANT FUNDS

RECIPIENT agrees that the grant funds shall only be used to complete the approved Project work plan. Otherwise, RECIPIENT is subject to the Default and Termination provisions of Section 9.

6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work plan, including but not limited to accounting procedures and practices which sufficiently and properly reflect all actual direct and related indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years after the completion of the Project work plan and TIB's acceptance of the Project work plan Closeout Form. At no cost to TIB, these records shall be provided when requested; including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7. REVISIONS TO THE PROJECT WORK PLAN

RECIPIENT may request revisions to the Project work plan, including the addition or removal of items. Requests must be made in writing, and TIB, in its sole discretion, will determine whether to accept the proposed revisions. Should the TIB approve a Project work plan revision, the Parties shall amend this Agreement pursuant to Section 14. The RECIPIENT shall be solely responsible for all costs incurred in excess of the Agreement grant award.



8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or amendment thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed three years, unless extended by Agreement amendment pursuant to Section 14.

9. NON-COMPLIANCE, DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement and applicable rules under WAC 479-10-500 *et seq*, TIB shall notify the RECIPIENT, in writing, of RECIPIENT's non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project work plan, or a denial accompanied by supporting documentation. An agreement to amend the Project work plan must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its Project work plan to correct or implement an amendment to the Project work plan.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and, in its sole discretion, TIB may require the RECIPIENT to stop incurring additional Project work plan costs during the investigation. Should TIB require the RECIPIENT to stop incurring additional costs to be paid with the grant funds, the RECIPIENT shall be solely obligated for paying any additional costs incurred by such suspension of work, contractor claims, or litigation costs; such costs cannot be paid for with grant funds.

9.2 DEFAULT

RECIPIENT is in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance with this Agreement and the Project work plan;
- b) TIB denies the RECIPIENT's request to amend the Project work plan; and
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop incurring costs chargeable against the grant funds and/or take such actions necessary as may be directed by TIB to protect TIB's grant funds.
- b) In the event of termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of all grant funds.



- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the costs of the mediator.
- d) Each Party agrees to participate to the fullest extent possible and in good faith in resolving the dispute in order to avoid delays or additional incurred cost to the Project work plan.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11, until and unless the Dispute Resolution process has been exhausted.

11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 RECIPIENT, shall protect, defend, indemnify, and save harmless the TIB, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, RECIPIENT'S negligent acts or omissions which may arise in connection with its performance under this Agreement. RECIPIENT shall not be required to indemnify, defend, or save harmless the TIB if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of TIB; provided that, where such claims, suits, or actions result from the concurrent negligence of the Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of RECIPIENT'S own negligence

12.2 RECIPIENT agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, RECIPIENT, by mutual negotiation, hereby waives, with respect to TIB only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW.



12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

13. ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights or obligations under this Agreement.

14. AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

15. INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

16. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties. RECIPIENT agrees to abide by all applicable federal, state and local laws, ordinances, and rules when performing under the terms of this Agreement.

RECIPIENT

Transportation Improvement Board

Chief Executive Officer

Date

Date

Print Name

Print Name

Approved as to Form

By: _____

ANNE E. SALAY

Senior Assistant Attorney General

NOTE: Any changes to the terms of this Agreement shall require further approval of the Office of the Attorney General

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**CITY OF DES MOINES
2019-2024 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

Barnes Creek Trail

Project # **319.345**

Summary Project Description:
A 2 mile multi-use trail connecting to the Des Moines Creek Trail in the north and Highline College at the south end.

CIP Category: Transportation - Capital Project

Managing Department: Plan, Build & PW Admin

Justification/Benefits: The need for extension of roadways, the Barnes Creek Trail, storm water improvements and other public facilities along the Historic SR509 right of way between Kent Des Moines Road and S. 216th Street is identified in the City of Des Moines Comprehensive Transportation Plan, 2009 and the City of Des Moines Highest and Best Use Analysis of the Historic SR 509 Corridor, 2009. The analysis divided the corridor into three segments assessing the City's future needs.

PROJECT SCOPE			
<i>Expenditures</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
Design	1,181	12	1,193
Land & Right of Way	600	-	600
Construction	2,720	260	2,980
Contingency	374	30	404
Total Expenditures	4,875	302	5,177

ANNUAL ALLOCATION							
<i>Project to Date</i>	<i>Scheduled Year</i>	<i>Plan Year</i>					
<i>12/31/17</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>
832	211	60	50		40		
				180	420		
			260			816	1,904
74			30	10	20	80	190
906	211	60	340	190	480	896	2,094

<i>Funding Sources</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
REET 1	900	1	901
King County Park Levy	287	1	288
Transportation CIP Fund	68	-	68
Traffic Impact Fees - City Wide	190	-	190
Local Grants (Unsecured)	44	-	44
State of Washington Grants (TIB Secured)	-	300	300
Federal Grants	3,386	-	3,386
Total Funding	4,875	302	5,177

<i>Project to Date</i>	<i>Scheduled Year</i>	<i>Plan Year</i>					
<i>12/31/17</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>
264	86	50	50	35	116	100	200
288							
68						96	94
44							
		10	290				
367				155	364	700	1,800
1,031	86	60	340	190	480	896	2,094

OPERATING IMPACT			
<i>Operating Impact</i>	<i>6 Year Total</i>		
Revenue	-	-	-
Expenses	-	-	-
Net Impact	-	-	-

ANNUAL OPERATING IMPACT							
	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Shoreline Master Program Periodic Review and Amendment

ATTACHMENTS:

1. Draft Ordinance No. 19-010
2. Proposed Amended Shoreline Master Program
(<http://www.desmoineswa.gov/DocumentCenter/View/4446/Proposed-Amended-Shoreline-Master-Program>)
3. Summary of Proposed Amendments

FOR AGENDA OF: April 11, 2019

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: April 2, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *DSB*

- Legal *TO*
 Finance _____
 Courts _____
 Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *U*

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider Draft Ordinance No. 19-010 updating and amending the City's Shoreline Master Program. The public hearing will fulfill the joint local-state public hearing requirement of the Shoreline Master Program (SMP) periodic review process under WAC 173-26-104, brief the City Council and the public on the proposed SMP amendments and provide the public an opportunity to comment on the amendments.

The Council cannot enact Draft Ordinance No. 19-010 (Attachment 1) until after the public comment period and required state review, including review by the Washington State Department of Commerce (60-day review) and the Department of Ecology; therefore, consideration of Draft Ordinance No. 19-010 must be passed to a second reading as specified in the following motion:

Suggested Motion

Motion 1: “I move to pass Draft Ordinance No. 19-010 to a second reading on June 27, 2019, or as soon thereafter as the matter may be heard.”

Background

In 2018 the City of Des Moines embarked on a periodic review of the Shoreline Master Program (SMP). The SMP provides the development standards for land use within 200 feet of the Ordinary High Water Mark (OHWM) of Puget Sound. It provides a comprehensive vision, the policy framework and regulations for how the shoreline area will be used and developed over time. Approximately 115 acres of prime real estate in the City is within 200 feet of Puget Sound and regulated by the SMP. Most of the Marina and much of Redondo is included in this area.

The City’s first SMP was adopted in 1972 after the Shoreline Management Act (SMA) was adopted by Washington State in 1971. The SMA is administered through a cooperative program between local governments and the Washington State Department of Ecology (Ecology), whereby local communities prepare a SMP that is adopted under guidelines established by Ecology. The City’s current SMP was adopted in 2011.

Every eight years State law (Chapter 90.58 RCW and Chapter 173-26 WAC) requires that the City conduct a periodic review of the SMP and this time the City has a deadline of June 30, 2019, to complete it. Ecology provided grant funds to assist. The purpose of this SMP periodic review is:

- To ensure that the SMP complies with current State law that has been updated since the City’s last SMP amendment in 2011;
- To ensure consistency of the SMP with the City’s comprehensive plan and development regulations that have been updated since the City’s last SMP amendment in 2011;
- To consider amendments to address changes in City policy, as directed by City Council; and
- To facilitate the submittal and review of projects by clarifying SMP content.

The SMP periodic review was introduced and discussed with City Council. Scope of work guidance and regulatory recommendations were provided to staff at several Council Committee meetings and at a Council Regular Meeting on July 26, 2018.

The City’s goal is that the SMP amendment will make it easier for residents, developers, and applicants to understand the permitting process as well as make the review of projects more efficient. A public participation plan has been implemented throughout the SMP periodic review process to provide the public an opportunity to learn about the process, review, and comment on the draft regulations. The plan has included a project webpage, news media press releases, social media updates, two open houses, a booth at the farmers market, and formal public comment period and hearing.

Discussion

Approval by City Council of Ordinance No. 19-010 would enact the proposed amendments found in Attachment 2, the Proposed Amended Shoreline Master Program, which is available to view on the City’s webpage at <http://www.desmoineswa.gov/smp>. After the public hearing, the Department of Ecology will review the proposed SMP amendments and the City’s response to public comments. If the Department of Ecology issues an initial determination of consistency, the City Council may adopt the amendments on second reading on June 27, 2019.

Ecology's review criteria is found in WAC 173-26-201(1)(c) and is intended to ensure that the proposed amendment:

- Will not foster uncoordinated and piecemeal development of the state's shorelines.
- Is consistent with all applicable policies and standards of the SMA.
- Meets all procedural rule requirements for public notice and consultation.
- Satisfies master program guidelines analytical requirements and substantive standards, including that the amendment will not result in a net loss of shoreline ecological functions.

The City of Des Moines utilized the joint local and state review process and consulted with Ecology early in the local adoption process. Ecology assisted by providing a checklist to all jurisdictions that outlines the State laws that have changed since the last SMP update. Once amendments were drafted, the City and Ecology noticed for concurrent comment periods and a shared local and state public hearing.

This combined Ecology/City public hearing is one of the ways that the public can comment on the proposed SMP amendments. Comments may also be submitted by mail, email, or through the City's online comment form at <http://www.desmoineswa.gov/smp>. Ecology and City staff will consider comments received, and a response to comments will be prepared as part of the amendment package that the City will submit to Ecology.

Attachment 3 is a summary of the proposed amendments. It demonstrates that the amended SMP will comply with current State law, will be consistent with the City's comprehensive plan and development regulations, will be consistent with regulatory/policy changes as directed by City Council, and will facilitate the submittal and review of projects within the shoreline jurisdiction.

SMP Appendix A - Shoreline Inventory and Characterization is located with the Proposed Amended Shoreline Master Program on the City's SMP webpage. There were no changes to the appendix.

Alternatives

Periodic review of the City's SMP is a requirement of the Shoreline Management Act (Chapter 90.58 RCW) and the Growth Management Act (Chapter 36.70A RCW). A jurisdiction that has missed an update deadline may be subject to a "failure to act" petition for review to the Growth Management Hearings Board.

Financial Impact

Missing the periodic update deadline has financial consequences. A county or city that has not completed the basic actions described above by the deadline will be ineligible to receive funds from the Public Works Trust Fund or the Centennial Clean Water account or to receive preference for other state grants and loans.

Recommendation

Staff recommends that the City Council pass final action on Draft Ordinance No. 19-010 to a second reading on June 27, 2019, to allow for the public comment period and review by the Washington State Departments of Ecology and Commerce.

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CITY ATTORNEY'S FIRST DRAFT 03/15/2019**DRAFT ORDINANCE NO. 19-010**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON adopting amendments to the City of Des Moines Shoreline Master Program in compliance with RCW 90.58.080(4) relating to the Shoreline Master Program periodic review and amending DMMC 16.20.010.

WHEREAS, the Shoreline Management Act ("SMA") requires the City of Des Moines to develop and administer a Shoreline Master Program (SMP), and

WHEREAS, the City of Des Moines adopted a comprehensive SMP update as required by RCW 90.58.080(2), which was effective as of November 1, 2010, and

WHEREAS, RCW 90.58.080(4) requires the City of Des Moines to periodically review and, if necessary, revise the SMP on or before June 30, 2019, and

WHEREAS, the review process is intended to bring the SMP into compliance with requirements of the act or state rules that have been added or changed since the last SMP amendment, ensure the SMP remains consistent with amended comprehensive plans and regulations, and incorporate amendments deemed necessary to reflect changed circumstances, new information, or improved data, and

WHEREAS, the City of Des Moines developed a public participation program for this periodic review in accordance with WAC 173-26-090(3)(a) to inform, involve and encourage participation of interested persons and private entities, tribes, and applicable agencies having interests and responsibilities relating to shorelines, and

WHEREAS, the City of Des Moines has followed its adopted public participation program, including public open houses, a Farmers Market booth, news publications, a dedicated webpage, and comment periods, and

WHEREAS, the City of Des Moines used Ecology's checklist of legislative and rule amendments to review amendments to chapter 90.58 RCW and department guidelines that have occurred since the master program was last amended, and determine if local amendments

Ordinance No. ____
Page 2 of 5

are needed to maintain compliance in accordance with WAC 173-26-090(3)(b)(i), and

WHEREAS, the City of Des Moines reviewed changes to the comprehensive plan and development regulations to determine if the SMP policies and regulations remain consistent with them in accordance with WAC 173-26-090(3)(b)(ii), and

WHEREAS, the City staff prepared amendments needed to reflect changed circumstances, new information or improved data in accordance with WAC 173-26-090(3)(b)(iii), and

WHEREAS, the City of Des Moines consulted with the Department of Ecology early and often during the drafting of the amendments. The Des Moines City Council worked collaboratively with the Department of Ecology to address local interests while ensuring proposed amendments are consistent with the policy of RCW 90.58.020 and applicable guidelines in accordance with WAC 173-26-104, and

WHEREAS, a State Environmental Policy Act (SEPA) environmental checklist was prepared based upon Draft Ordinance No. 19-010, and the Des Moines SEPA responsible official issued and circulated a copy of the checklist and a Determination of Non-Significance (DNS) on March 19, 2019, and

WHEREAS, the City provided Notice of Intent to Adopt to the Washington State Department of Commerce in accordance with WAC 173-26-100(5), and

WHEREAS, the City of Des Moines provided a formal public comment period in compliance with requirements of WAC 173-26-104, and

WHEREAS, the City of Des Moines published a legal notice in the *Seattle Times* on March 19, 2019, for a public hearing on the proposed City Council recommendation(s), including a statement that the hearings were intended to address the periodic review in accordance with WAC 173-26-090(3)(c)(ii), and

WHEREAS, the City Council took public testimony on the proposed amendments at a public hearing on April 11, 2019 and all people wishing to be heard were heard, and

Ordinance No. ____
Page 3 of 5

WHEREAS, the City Council received public testimony at the public hearing on April 11, 2019, and reviewed said public testimony and written comments, and

WHEREAS, after considering all public comments and evidence, the City Council determined that the proposed amendments comply with all applicable laws and rules, and

WHEREAS, this completes the City's required process for periodic review in accordance with RCW 90.58.080(4) and applicable state guidelines (chapter 173-26 WAC), and

WHEREAS, the City Council finds that the amendments contained in this Ordinance are appropriate and necessary for the preservation of the public health and welfare; now therefore,

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

Sec. 1. Review and evaluation. The City Council hereby finds that the review and evaluation required by RCW 90.58.080(4) have occurred, as described in the recitals above.

Sec. 2. Revisions. That out-of-date laws, rules, and guidelines, out-of-date environmentally critical area regulations, out-of-date non-conforming regulations, and development regulations regarding illuminated signs, dive/underwater parks, water-related and water-enjoyment commercial uses within the Urban Conservancy Environment, the nonconforming structure replacement cost threshold, single-family residential appurtenances, allowed yard reductions, fill, allowed activity within buffers, and maintenance dredging are hereby amended to read as set forth in Exhibit "A" attached to this Ordinance and incorporated herein by this reference. The remaining portions of the City of Des Moines' SMP shall remain unchanged.

Sec. 3. Adoption. The City Council hereby adopts the above referenced SMP revisions and finds the amended SMP consistent with the requirements of chapter 90.58 RCW and chapter 173-26 WAC, as they apply to these amendments.

Ordinance No. ____
Page 4 of 5

Sec. 4. Submission to Department of Ecology. The Community Development Director or Designee is directed to submit the SMP and associated documents to the Department of Ecology for their review and approval prior to formal adoption. If approved by the Department of Ecology, no further action is necessary for compliance with RCW 90.58.080(4) for the periodic review update due on June 30, 2019.

Sec. 5. DMMC 16.20.010 and section 113 of Ordinance No. 1583 as amended by Section 7 of Ordinance 1649 are each amended to read as follows:

Adopted. The "City of Des Moines Shoreline Master Program" attached as Exhibit "A" to Ord. 1583, dated January 27, 2011, and consisting of eight chapters~~133 pages~~, and Appendix "A" ~~to Ord. 1583~~, entitled "Shoreline Inventory and Characterization Report," dated March 2005, as amended by section 7 of Ordinance No. 1649, as amended by section 5 of Draft Ordinance No. 19-010 are adopted as the official Shoreline Master Program for the City, ~~and an errata sheet, Exhibit "B" to Ord. 1649, is added to the SMP in 2016.~~ All SMP documents are available at the City Clerk's office and on the City's website, www.desmoineswa.gov.

Sec. 6. Effective date. The amendments to the SMP adopted through this Ordinance shall be effective 14 days after Department of Ecology final action as provided by RCW 90.58.090(7).

Sec. 7. Severability - Construction.

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

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

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 2019 and signed in authentication thereof this ____ day of _____, 2019.

Ordinance No. _____
Page 5 of 5

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

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PLANNING, BUILDING AND PUBLIC WORKS
www.desmoineswa.gov
21630 11TH AVENUE SOUTH, SUITE D
DES MOINES, WASHINGTON 98198-6398
(206) 870-7576 FAX (206) 870-6544



Due to the large size of the proposed amended Shoreline Master Program, the document may be accessed at this link: <http://www.desmoineswa.gov/DocumentCenter/View/4446/Proposed-Amended-Shoreline-Master-Program>. Hard copies will be printed out on request.

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Summary of the City's Primary Amendments to the Shoreline Master Program (SMP)

1. Ecology provided a Periodic Review Checklist of amendments for cities to stay current with amended State laws and rules. These changes are required.
2. Regulatory changes discussed with the City Council Environment Committee on November 8, 2018, and intended to provide clarification of regulations and flexibility in permitting:
 - a) Permit illuminated signs, with conditions, in the High Intensity Environment without a Conditional Use Permit (CUP). A CUP is currently required. (SMP 6.3.6(3))
 - b) Permit dive parks in the Aquatic Environment without a CUP or variance. The permitting of dive parks is currently not clear. (SMP 6.3.12)
 - c) Allow for water-related and water-enjoyment commercial uses in the Urban Conservancy Environment. These types of commercial uses are not currently permitted. (SMP 6.3.4(1))
 - d) Raise the nonconforming structure replacement cost threshold to 75%. Currently if an applicant removes in excess of 50% the replacement cost of a structure, the structure shall become compliant with current zoning and shoreline development standards. (SMP 6.3.2(2)(h)(i))
 - e) Add additional single-family residential appurtenances that will be considered exempt from a Shoreline Substantial Development Permit (SSDP). These will include sheds, patios, cabanas, hot tubs, and Accessory Living Quarters (ALQs). (SMP 7.2.6)
 - f) Allow for a reduction in yard requirements when the reduction would move proposed development further away from the ordinary high water mark (OHWM). There is a similar allowance in the City's environmentally critical area code, but none that currently applies to the marine buffer. (SMP 6.1.1(4))
 - g) Allow for upland fill with associated permitted uses, and also specifically for cultural resources, without a CUP. City regulations regarding upland fill within the shoreline is currently more stringent than State law and this change would make it more consistent. (SMP 6.2.7(2)(b))
 - h) List specific uses that are permitted within marine and critical area buffers through an SSDP or Shoreline Exemption. While most of these uses are currently permitted without the CUP or variance requirement, the new list will provide added clarity. (SMP 7.5.10)
 - i) Allow for maintenance dredging without a CUP. Washington State allows for this, but the City's existing SMP does not. (SMP 6.2.6(4))
3. Incorporation of the City's environmentally critical area regulations into the SMP under Section 6.4, as recommended by the Department of Ecology.
4. Incorporation of the City's applicable nonconforming regulations into the SMP under Section 6.3.2, as recommended by the Department of Ecology.

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DES MOINES POLICE



REDONDO SUB STATION UPDATE

COMMUNITY SAFETY

- UNIFORM PRESENCE
 - PARTNERSHIPS:
 - ATF Violent Crime Task Force
 - U.S. Marshals Service
 - King County Sheriffs Office
 - FBI
- 

DES MOINES POLICE

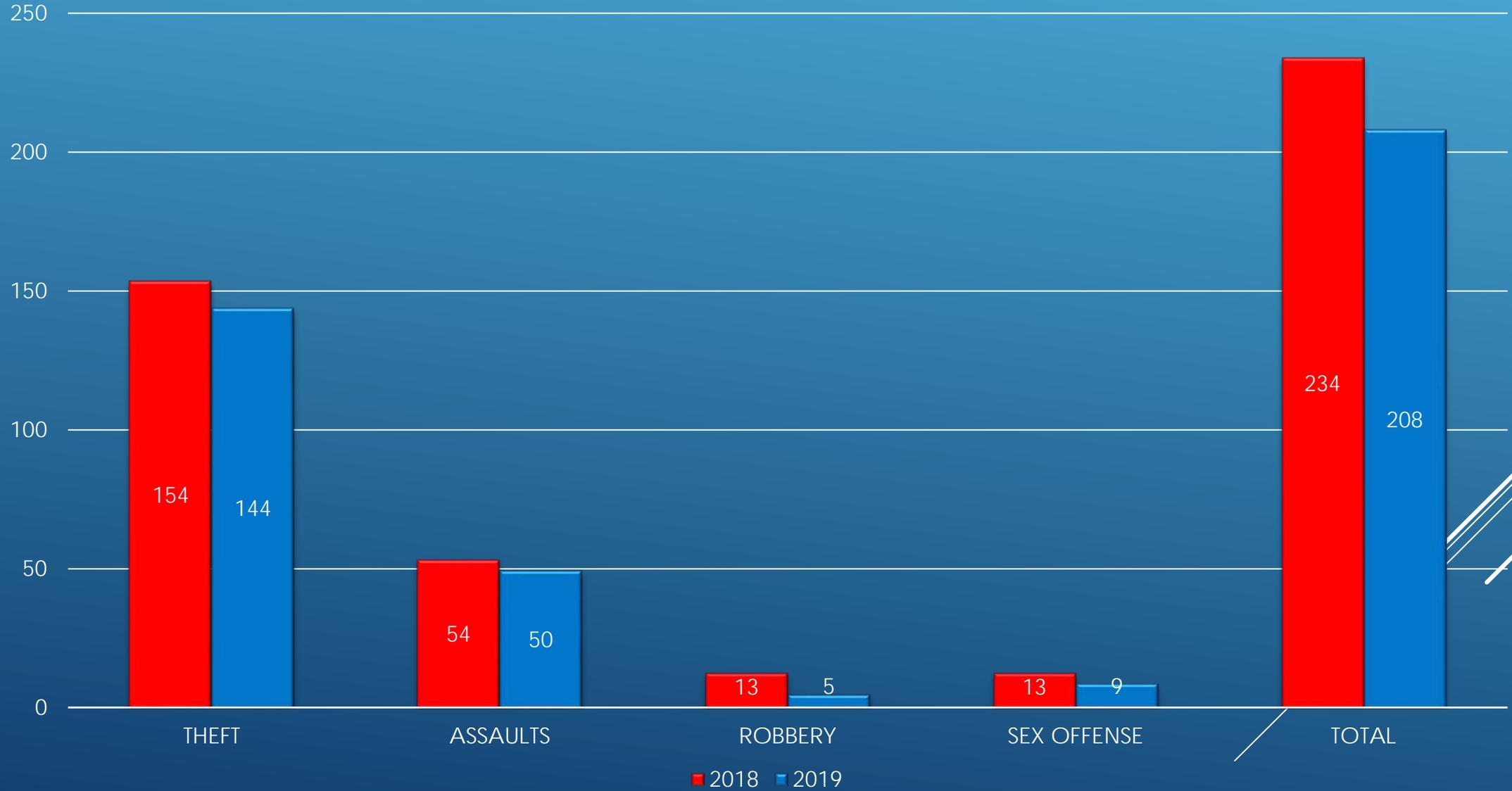


STREET CRIMES

- HOMICIDE SUSPECT
 - ROBBERY SUSPECT
 - FEDERAL PROBATION VIOLATION/SEARCH WARRANT
- 
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FIRST QUARTER CRIME STATS



LEAGUE OF



WWW.LOQSV.ORG

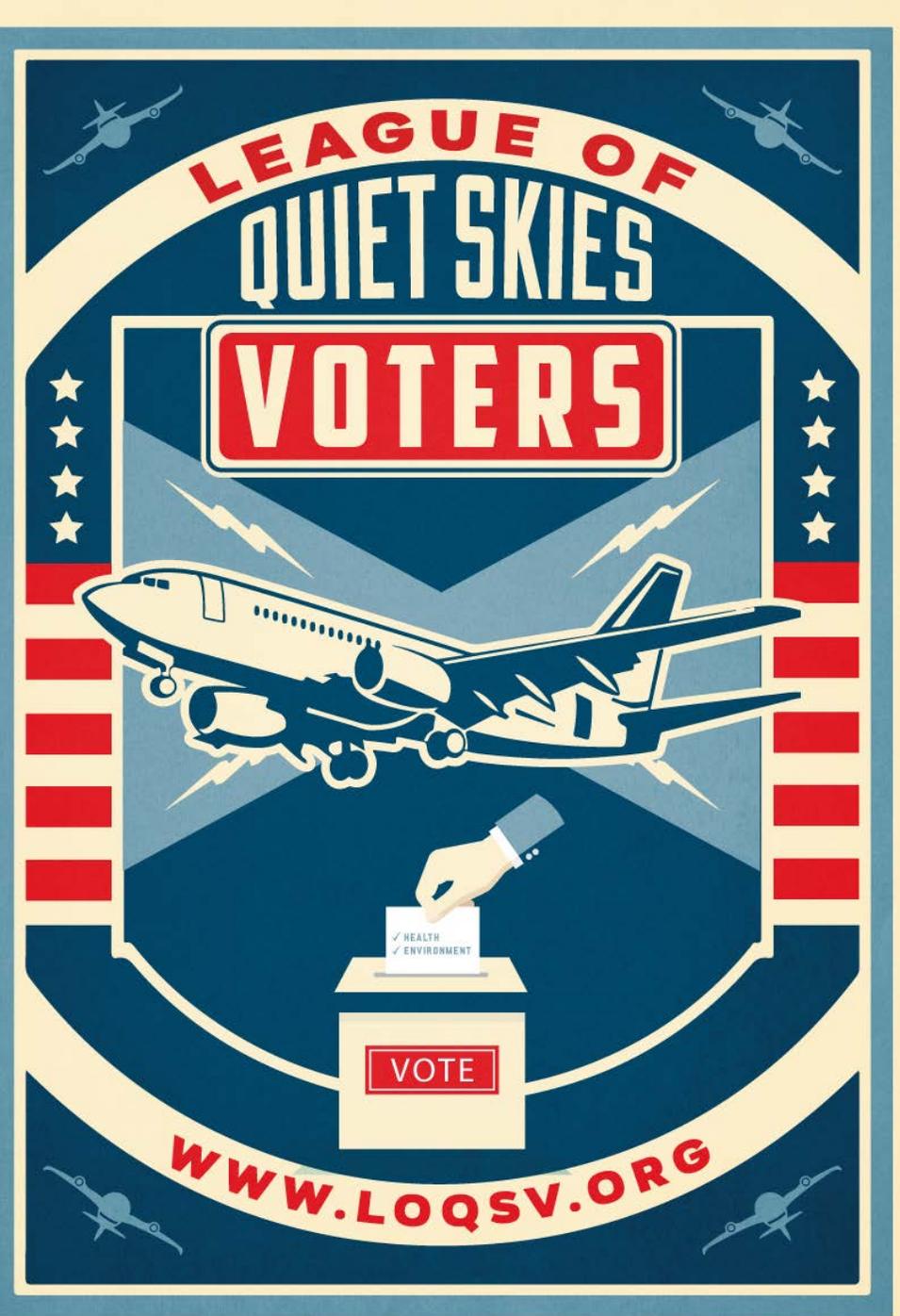


Mission

The League of Quiet Skies Voters seeks to empower voters that live in the shadow of the 8th busiest airport in the United States with information about aviation impacts to human health and the environment, so that our voices – *your voices* – can be heard.

Origin Story





Premise

Preserving and improving quality of life – protecting public health and the environment - is a value that should be paramount. “First do no harm” in aviation expansion should not be a point of debate, but a foundation for all stakeholders.



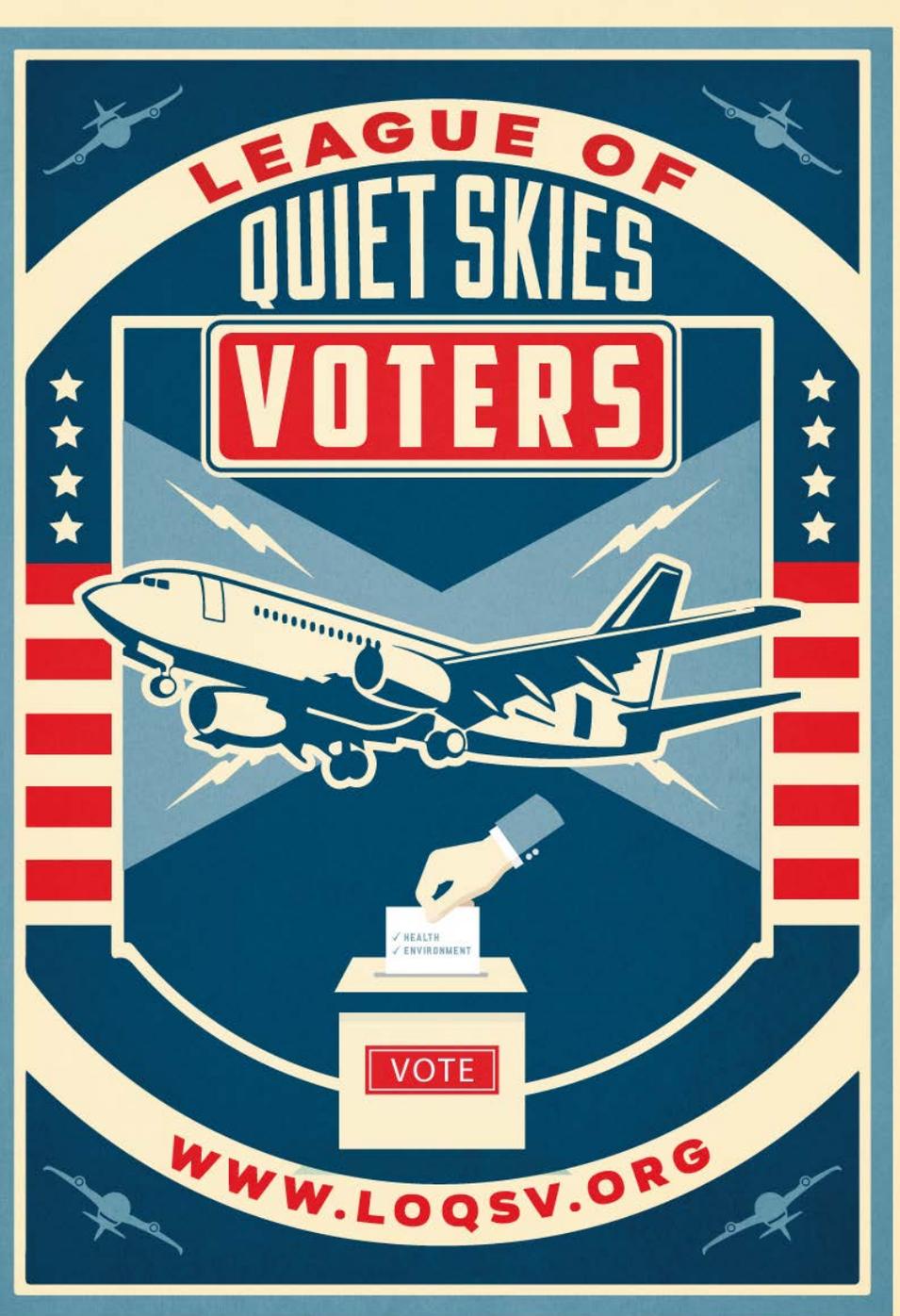
Embracing Quality of Life

Quality of life matters and is a term we embrace. It includes our human health and the environment. Property values, public safety, and social, economic, and environmental justice.



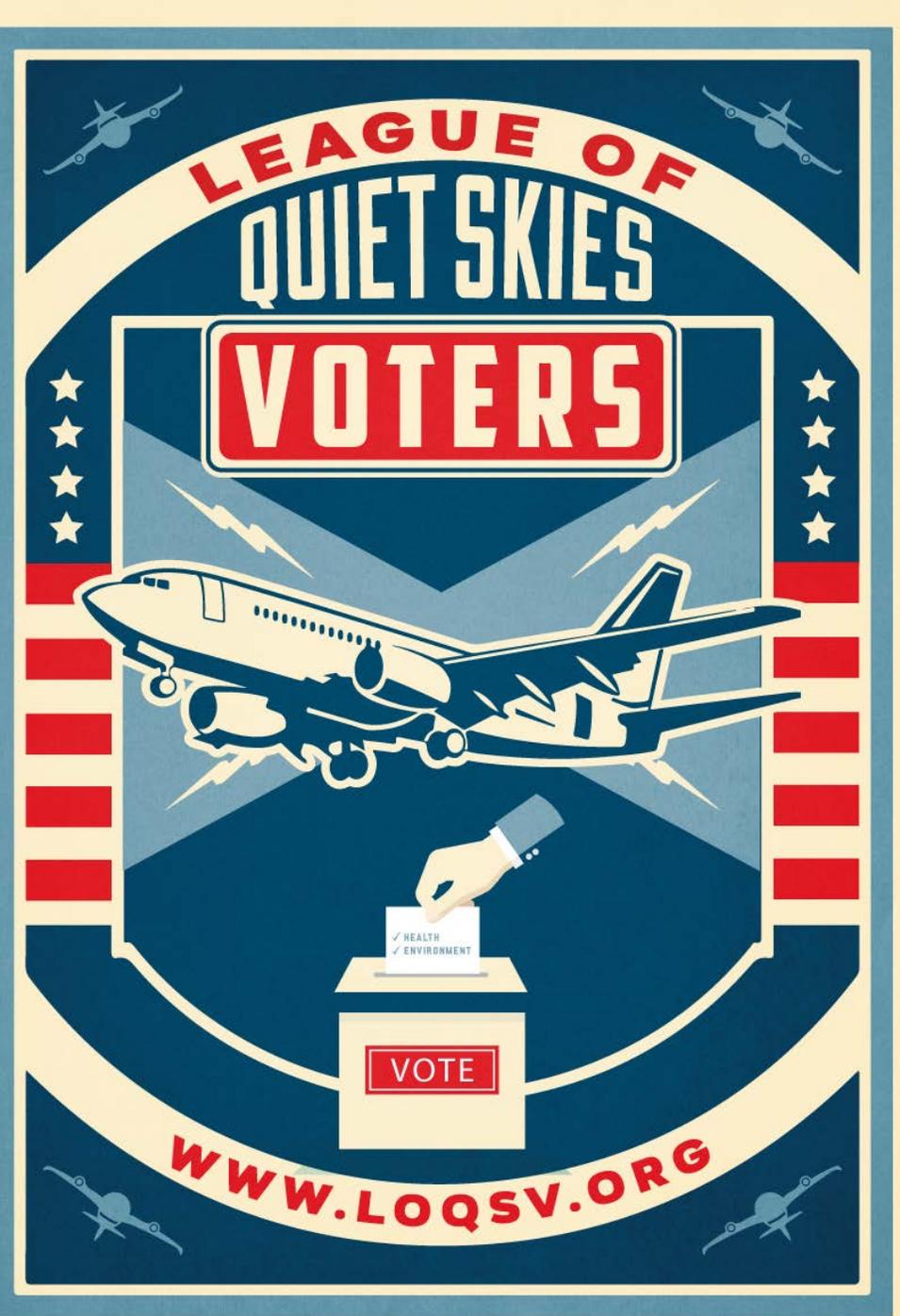
Independent

The League is nonpartisan. The League will not support or oppose a candidate or party. We will work to provide reliable information that allows voters to make informed decisions about which candidates best meet their needs and expectations.



Elevate

In the 2019 election cycle, during which the Port of Seattle is actively moving forward with more expansion plans, we believe the need for elevating aviation expansion as a front-line issue to be critical.



Call to Action – Town Hall

April 25 - Highline Performing Arts Center in Burien WA, 6:00-8:00 p.m.

- Keynote - Representative Adam Smith (D-WA)
- Speaker - Airnoise.io creator Chris McCann
- Special Report: World Health Organization's 2018 Environmental Noise Guidelines
- Aviation Noise 101



Call to Action – Town Hall

April 25 - Highline Performing Arts Center in Burien WA, 6:00-8:00 p.m.

- Free
- Free
- Free
- Tickets free at www.LOQSV.org



Why attend?

1. Numbers matter
2. Knowledge matters
3. Accountability matters
4. Preparing for forums
5. Thank you Des Moines!



JOINT LOCAL-STATE PUBLIC HEARING

SHORELINE MASTER PROGRAM

PERIODIC REVIEW AND AMENDMENT

Jason Woycke - Planner II

City of Des Moines

Misty Blair - Senior Shoreline Planner

WA Department of Ecology

PURPOSE

This public hearing is an opportunity to provide testimony on the record for this proposed amendment.

City staff will consider comments received and will prepare a response to comments as part of the submittal to Ecology.

THE SHORELINE MASTER PROGRAM (SMP) PERIODIC REVIEW

Required every 8 years pursuant to the Shoreline Management Act, chapter 90.58 RCW and guidelines of chapter 173-26 WAC.

Washington State specifically requires:

- Compliance with current State law.
- Consistency with comprehensive plan and regulations.
- Incorporation of new info/data and City policy.

Additionally, the City is facilitating submittal and review of shoreline projects by clarifying SMP content.

DEPARTMENT OF ECOLOGY

The City thanks Ecology for the \$25,000 in grant funds.

Amendments approved by the Department of Ecology if:

- Fosters smart coordinated development of the state's shorelines;
- Consistent with all applicable policies and standards of the SMA;
- Procedural rule requirements have been satisfied;
- Analytical and substantive requirements have been satisfied; and
- Will not result in a net loss of shoreline ecological functions.

PUBLIC PARTICIPATION



Public Participation Opportunities and Outreach

- City webpage: <http://www.desmoineswa.gov/smp>
- Initial open house held on August 14th, 2018
- Farmer's Market booth on August 25th, 2018
- Open house held on November 13, 2018
- Council Committee briefings
- Council Regular Meeting on July 26, 2018
- City Currents newsletter
- The Waterland Blog
- Westside Weekly newspaper
- Updates on the City of Des Moines Facebook page
- Public hearing on April 11, 2019
- Current 30-day comment period ending on April 18

PROPOSED AMENDMENTS

- Changes to be consistent with State laws and rules;
(exemption threshold, fill regulations, maintenance dredging)
- Changes to provide clarification and flexibility in permitting;
(dive parks, nonconforming threshold, permitting procedures)
- Regulatory changes;
(water-related and water-enjoyment commercial uses at Beach Park)
- Incorporation of environmentally critical area regulations; and
- Incorporation of nonconforming regulations.

TIMELINE



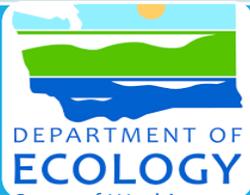
Public comment period ends on April 18



Commerce comment period ends on May 20



Comments and SMP submitted to Ecology



Ecology issues determination of consistency



Council adopts amended SMP on June 27



Ecology formally approves SMP

THANK YOU

The public comment period ends on April 18, 2019.

Comments may be submitted by mail, email, or through the City's online comment form at <http://www.desmoineswa.gov/smp>.

SUGGESTED MOTION

“I move to pass consideration of Draft Ordinance No. 19-010 to a second reading on June 27, 2019, or as soon thereafter as the matter may be heard.”