

AGENDA

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

Thursday, October 6, 2022 - 6:00 PM

City Council meeting can be viewed live on the City's website, Comcast Channel 21/321 or on the City's [YouTube](#) channel.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

- Item 1. [10.06.2022 Correspondence](#)

COMMENTS FROM THE PUBLIC

- Item 1. [Public Comment 10.06.2022](#)

CITY MANAGER REPORT

- Item 1. 2023 ANNUAL BUDGET UPDATE
Item 2. DEVON SCHRUM, SCORE

CONSENT CALENDAR

- Item 1. APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers through September 22, 2022 and the payroll transfers through September 20, 2022 in the attached list and further described as follows:

ACH/EFT Vendor Payments	#	7254 to 7306	\$ 1,447,832.92
Voided EFT	#	7277 to 7277	\$ (8,250.00)
Electronic Wires	#	2044 to 2050	\$ 298,902.06
Accounts Payable Checks	#	164329 to 164353	\$ 178,925.10
Voided Checks	#	164322	\$ (1,052.80)

Payroll Checks 08/31/2022	#	19547 to 19548	\$	8,528.91
Payroll Direct Deposit 08/31/2022	#	2569 to 2570	\$	0.00
Payroll Checks 09/20/2022	#	19549 to 19553	\$	7,206.58
Payroll Direct Deposit 09/20/2022	#	2741 to 2894	\$	400,872.19
Payroll Checks 09/21/2022	#	19554	\$	719.27
Payroll Direct Deposit 09/21/2022	#	2895 to 2900	\$	12,707.95

Total Checks and Wires for A/P and Payroll: \$ 2,346,392.18

[Approval of Vouchers](#)

Item 2. APPROVAL OF MINUTES

Motion is to approve the August 4, August 25, 2022 Regular Council meeting minutes and September 8, 2022 Study Session meeting minutes.

[Approval of Minutes](#)

Item 3. LUA2019-0063 SHIFERAW MODIFIED SHORT SUBDIVISION PRELIMINARY APPROVAL CONCURRENCE

Motion is to concur with City staff preliminary approval of Shiferaw Modified Short Subdivision, City File No. LUA2019-0063.

[LUA2019-0063 Shiferaw Modified Short Subdivision Preliminary Approval Concurrence](#)

Item 4. 24TH AVE S. IMPROVEMENT PROJECT, ON-CALL GENERAL CIVIL ENGINEERING TASK ASSIGNMENT WITH PARAMETRIX

Motion is to approve 2020-2021 On-Call General Civil Engineering Task Assignment 2020-01.03 with Parametrix Inc., to provide engineering services for the 24th Ave S Improvements Project, Kent-Des Moines Rd. to S. 223rd St., in the amount of \$84,235.84, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

[24th Ave S. Improvemens Project, On-Call General Civil Engineering Services Task Assignment - With Parametrix](#)

Item 5. REDONDO BOAT RAMP BOARDING FLOATS - REQUEST TO REJECT BIDS

Motion to reject the bids received for the Redondo Boat Ramp Boarding Floats Project.

[Redondo Boat Ramp Boarding Floats - Request to Reject Bids](#)

Item 6. SOUTH 216TH STREET PEDESTRIAN BRIDGE EASEMENT TO WESLEY HOMES DES MOINES

Motion to approve the Pedestrian Bridge Easement Agreement with Wesley Homes Des Moines, LLC and authorize the City Manager to sign the Agreement substantially in the form as submitted.

[South 216th Street Pedestrian Bridge Easement to Wesley Homes Des Moines](#)

NEW BUSINESS

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10
Minutes

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER’S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

October 20, 2022 City Council Regular Meeting

ADJOURNMENT

From: [ann.stieglitz](#)
To: [CityCouncil](#); [Ken Thomas](#); [Mark Couey](#)
Cc: [David Emery](#); [Melanie Barlow](#)
Subject: ** NEGLECTING REDONDO ISSUES **
Date: Tuesday, October 4, 2022 12:59:48 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Council / Police

Residents of **Redondo** continue to bring the same speeding and the same noise problems to the attention of the DM council and DM police; you don't have this problem on Marine View Dr S in Des Moines, can you explain WHY the city has abandoned the problem in Redondo?

This email contains a few photos indicating the lack of respect and/or "fun" that the persons violating your laws have been able to accomplish; photos may be of interest to council in that after one emphasis patrol in August the police presence is once again a rarity.

Warning flag missing



Sign covered!



Both flags missing



I was able to quickly research and find that "attention devices may be permanently placed when a high impact continues to be needed to improve compliance with a specific traffic regulation or other traffic control" therefore I am requesting that the city attach permanent warning flags, made of aluminum, above the two Racing Prohibited signs on Redondo Beach Dr S.

Newest issue is the ADA sidewalks are near completion on the same street (Redondo Beach Dr S) where all the problems are. A greater number of vulnerable people will now have access to the cross streets and boardwalk, this should be very worrisome for council and police unless the plan includes streets that are safe from speeding vehicles; **please advise how safety has been factored in.**

Ann Waara

a Redondo resident

cc: redondo residents

From: [Dk420](#)
To: [CityCouncil](#)
Subject: 46470063766049757
Date: Wednesday, September 28, 2022 3:53:53 PM
Attachments: [e17E.png](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

E0C2D



Thunder Sky Winston Battery Limited which integrates R&D, production and sales, covers the first phase construction area of 50,000 square meters, 200 mu, and has more than 300 employees of scientific research and production. The company focuses on the development and production of clean energy technology. "THUNDER SKY", "WINSTON" Water-based lithium Batteries are the main industry, and related upstream and downstream supporting materials as auxiliary manufacturing enterprises.

The company is located in the economic development zone of Zhangzhou, Changtai, 26 kms away from Xiamen Free Trade Zone in Fujian Province. Construction of yttrium stored-energy type lithium battery products with sizes from 10000AH to 1000AH, 700AH, 400AH, 200AH and 160AH, etc, "ThunderSky", "Winston" two brands products have been put into trial production on November 16, 2016. In July 2017, the new automation line put into production.

Two lithium-ion battery brands, Thunder Sky and Winston, are invented by engineering academician, Winston Chung, the world-renowned inventor of lithium-ion batteries. Our lithium-ion rechargeable batteries have been insured by AIG and AXA since 1999, have gained huge population in Europe, America, Africa and Asia market, deeply trusted by users.

Welcome to reply email to us, thank you.

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From: [Richard Kennedy](#)
To: [CityCouncil](#)
Subject: Des Moines Museum
Date: Friday, September 23, 2022 10:39:46 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

We hope that you can stop by the Des Moines Museum for a tour this Saturday between noon and 4 pm. The entrance is from the alley behind the Des Moines Theater.

-- Richard T. Kennedy, Director
-- Des Moines Historical Society
-- PO Box 98055
-- Des Moines, WA 98198-0055
-- <http://www.dmhs.org/>

From: [David Emery](#)
To: [CityCouncil](#)
Subject: Emery presentation to City Council last night
Date: Friday, September 23, 2022 10:39:06 AM
Attachments: [Emery Comments to City Council 09-22-2023.pdf](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Des Moines City Council,

Please find attached my comments presented to the City Council last evening regarding the recent DMPD "Special Details" in the Redondo beach neighborhood.

Best regards,

David Emery
Concerned Redondo Resident
206-427-8734

October 3, 2022

Des Moines Mayor Matt Mahoney
Deputy Mayor Traci Buxton
Councilmember J.C. Harris
Councilmember Gene Achziger
Councilmember Harry Steinmetz
Councilmember Jeremy Nutting
Councilmember Vic Pennington
Des Moines City Manager, Michael Marthais

Dear Mayor, City Council Members and City Manager:

We are writing to share our concern about the loud noise created by Des Moines' new passenger ferry service, its impacts on endangered Southern Resident Killer Whales and, secondarily, homeowners and public park users along the route.

"What is that noisy boat" has been a common question among Fauntleroy-area neighbors since the first day of the Chilkat Express' service in August. Publicity about the Chilkat says the boat is quiet. It is not. Any person familiar with marine traffic on shipping lanes between Seattle and Des Moines will tell you that on most days it is the noisiest vessel on the water. State ferries, one-thousand-foot cargo ships, private yachts and powerful tugs are all quieter. Occasionally, an old cabin cruiser with loud engines will come through but the Chilkat passes every hour, 10 hours a day, five days a week.

If the Chilkat's noise is so bothersome to people, we wondered what is its impact on marine wildlife, especially endangered Southern Area Killer Whales (orcas). Our research found *one of the main reasons* orcas are dying is marine traffic and the underwater noise the vessels create. It interferes with the whales' sonar and echolocation used to find already scarce food and to communicate. Governor Inslee's Orca Task Force was so concerned it recommended creation of Quiet Sound. Quiet Sound's half-million dollar annual budget is funded by ten agencies and nonprofits including the Ports of Seattle and Tacoma, Puget Sound Partnership and the EPA to reduce underwater noise by commercial vessels.

Quiet Sound's website says reducing the speed of commercial vessel traffic in the Strait of Juan de Fuca is their current goal that may be expanded throughout the Sound. According to the Marine Traffic app, Chilkat travels at approximately 40 MPH past our homes and all the public beaches from Alki to Seahurst. Ships and state ferries travel at about half that speed and tug boats typically travel at about 10 MPH or less. Passenger ferries to Vashon and Bremerton are at the 40 MPH speed, although we have no knowledge of their noise levels. Noise from the Chilkat's hourly trips can be heard inside our condos when the doors are shut. Compare that to 100-thousand ton container ships that often pass unheard even if we're outside, their wake the only noticeable evidence they were near.

Speaking with a representative of City Manager Mathias and seeing news stories, we appreciate your efforts to stimulate your city's economy by increasing tourism. And the partnership with Highline Schools giving students deckhand internships is excellent. But we ask, at what cost to the whales do you increase tourism in Des Moines? The annual count of Southern Resident Killer Whales just showed the population dropped again. Only 73 survive; 74 were counted last year. There were 75 the year Quiet Sound started.

We know we are privileged to live along the shores of Puget Sound and believe that with that privilege we must strive to be good stewards and reduce our impacts on the Sound and the wildlife dependent

on it. For example, we use non-toxic herbicides and pesticides (if at all) and have a robust recycling effort. Several of us participate in the Orca Network and made contributions to nonprofit environmental organizations.

City Manager Marthias' representative said the ferry service doesn't need a permit to operate, so it is our hope that you take the initiative and engage with Quiet Sound, the EPA and marine biologists to understand the impact of the Chilkat on endangered whales and their favored food, chinook salmon. Also, we ask that you stop using "quiet" in descriptions of the ferry. Ideally, Des Moines will end passenger ferry service with the pilot project this October. Mr. Marthias' office said that you are exploring the use of a boat with electric engines if you resume service in the spring. We assume electric engines are quieter and that is an improvement. However, the orcas still lose.

Governments and nonprofit agencies are spending millions in taxpayer money to save orcas, while we continue to add known stressors that are killing them. I'm not sure about Des Moines, but we know many of the passenger ferries are subsidized by taxpayers. So we taxpayers subsidize both sides of a losing situation for orcas that are going extinct.

We believe it is time to give the orcas a break before they disappear. Please discontinue the noisy passenger ferry between Seattle and Des Moines. Please notify us if you take public comment during further deliberations about the passenger ferry service to Seattle.

Respectfully,

Carolyn Duncan cduncan04@hotmail.com
Sally Mangold sallylynnmangold@gmail.com
Berdene Walsh aeona@comcast.net
Lisa Huston hustongoldberg@gmail.com
Paul Goldberg hustongoldberg@gmail.com
Shelley Hightower shelleyhightower@msn.com
Rosemary Ford r.c.ford@comcast.net
Lee Leon Leon.r@comcast.net
Jim Nunn janunns@comcast.net
Ellen Cole ellenmcole1@gmail.com
Jan Johnson janisaj@comcast.net
Jan VanFredenberg jjvanfred@aol.com

Cc:
Seattle City Councilmember Lisa Herbolt
West Seattle Blog
Fauntleroy Community Association
Center for Whale Research
EPA Region 10 Director Casey Sixkiller
Governor Jay Inslee
Quiet Sound

From: [David Denino](#)
To: [City Council](#); mmathias@desmoineswa.gov
Subject: Public accountability for the city's use of herbicides in Des Moines
Date: Wednesday, October 5, 2022 12:54:00 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Greetings to the Des Moines City Council and City Manager,

As I'm sure most of you are aware, there has been some discussion on social media about the city's use of herbicides, after a city worker was seen with a Roundup tank spraying landscaped areas in a public place near the marina.

We all know that Roundup contains glyphosate, which is considered by many to be a carcinogen, and that its use has been banned in many countries around the world and prohibited or restricted by many states, counties and municipalities in the United States. We also know that there are circumstances in which its use here in Des Moines can be considered warranted, even if not necessarily advisable, and that some of the alternatives might be just as, if not more, harmful to people, pets and wildlife.

I am requesting that the City of Des Moines voluntarily stop using Roundup and similarly toxic herbicides altogether, and find less harmful alternatives. If that can't, or won't, happen, I would like to ask that the city provide clear and easily accessible information to its residents about what, where, why, when and how these chemicals are being used in public. I would like to know that their use isn't any more widespread than is absolutely necessary, and that they are only being used after all less harmful measures have been attempted and proven to be ineffective. I would also like to see information about the Integrated Pest Management principles the city follows made available to the public on the city's website.

In closing, I'd like to respectfully ask that these concerns be taken seriously, as a matter of public health, and not just dismissed as trouble that somebody stirred up on social media. Thank you for your time and consideration.

Sincerely,

David Denino
Des Moines resident

[illegible]

CITY OF DES MOINES
Voucher Certification Approval

October 6, 2022

Auditing Officer Certification

Voucher 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 **October 6, 2022** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through September 22nd, 2022 and payroll transfers through September 20, 2022 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:			
EFT Vendor Payments	7254	7306	1,447,832.92
Voided EFT	7277	7277	(8,250.00)
Electronic Wires	2044	2050	298,902.06
Accounts Payable Checks	164329	164353	178,925.10
Voided Checks	164322	164322	(1,052.80)
Total claims paid			1,916,357.28

Payroll Vouchers						
Payroll Checks	8/31/2022		19547		19548	8,528.91
Direct Deposit			2569		2570	0.00
Payroll Checks	9/20/2022		19549		19553	7,206.58
Direct Deposit			2741		2894	400,872.19
Payroll Checks	9/21/2022		19554		19554	719.27
Direct Deposit			2895		2900	12,707.95
Total Paychecks/Direct Deposits paid						430,034.90
Total checks and wires for A/P & Payroll						2,346,392.18

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MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers**

Thursday, August 4, 2022 - 6:00 PM

CALL TO ORDER

Mayor Matt Mahoney called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Matt Mahoney

ROLL CALL

Council Present:

Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Jeremy Nutting; Councilmember JC Harris; Councilmember Gene Achziger; Councilmember Harry Steinmetz; and Councilmember Vic Pennington

Staff Present:

City Manager Michael Matthias; City Attorney Tim George; Chief Administrative Officer Bonnie Wilkins; Harbormaster Scott Wilkins; Police Chief Ken Thomas; Finance Director Beth Anne Wroe; Deputy Finance Director Jeff Friend; Human Resources Director Adrienne Johnson-Newton; Human Resource Analyst Shawna Thomas; City Engineer Tommy Owen; Civil Engineer II Tyler Beekley; and City Clerk Taria Keane

CITY MANAGER REPORT

- City Manager Michael Matthias gave Council a background on the Landmark on the Sound.

CORRESPONDENCE

- There were no correspondence

WRITTEN PUBLIC COMMENT

- Crystel Davidson, Masonic Home

Regular Meeting Minutes
August 4, 2022

- Ann Waara, Enforce Redondo Laws
- Ann Waara, Enforce Noise Laws
- Ann Waara, Enforce Racing Law
- Ann Waara, Signs regarding Fecal Scoop Laws
- Debbie Walls, Waterland
- Jeff Butterfield, Des Moines City Skatepark Cover Proposal

COMMENTS FROM THE PUBLIC

- Rick Johnson, Noise Speeding
- Susan White, Speeding Noise
- Kathy Sayan Scott, Landmark on the Sound
- George Pettibone, Landmark on the Sound
- Azeb Hagos, New Highline School District School Board Director District 5
- Lloyd Lytle Jr, Landmark on the Sound

[Public Comments](#)

CITY MANAGER REPORT

- City Manager Michael Matthias gave Council an update on the Pilot Passenger Ferry Program.
- Mark Everton CEO of Seattle Southside Regional Tourism Authority gave Council a brief overview on marketing of the Des Moines Fast Ferry and Business App.
- Deputy Finance Director Jeff Friend gave Council a First Quarter Financial PowerPoint Presentation update.
- Police Chief Ken Thomas gave Council an update the Theft of a Car with a baby inside that was recovered safely.
- City Engineer Tommy Owen and Civil Engineer Tyler Beekley gave Council a PowerPoint Presentation on the Consent Calendar Items #6, #7, and #8.
- Human Resource Director presented the Engagement Videos to Council.
 - https://www.youtube.com/watch?v=zd7LO_PPqRM
 - <https://www.youtube.com/watch?v=k8B7HRe9sjs>
 - <https://www.youtube.com/watch?v=vdiiUBMk2O4>

[2022 1st Quarter Financial Report](#)

[Surface Water Capital Improvement Projects – Update](#)

Direction/Action

Regular Meeting Minutes
August 4, 2022

Motion made by Councilmember Vic Pennington to give \$250 from the Hearts and Minds Fund for a portion of a Memorial Bench in honor of former Mayor Bob Sheckler and to send flowers to former Superintendent Frank Olsen's family; seconded by Councilmember Jeremy Nutting.
Motion passed 7-0.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers through July 26, 2022 and the payroll transfers through July 20, 2022 in the attached list and further described as follows:

ACH/EFT Vendor Payments	#	1125 - 1161	\$	311,706.45
ACH/EFT Vendor Payments	#	7000 - 7042	\$	452,872.06
Electronic Wires	#	2000 - 2013	\$	2,338,754.99
Accounts Payable Checks	#	164110 - 164191	\$	215,345.36
Payroll Checks	#	19512 - 19520	\$	8,200.41
Payroll Direct Deposit	#	2075 - 2235	\$	431,412.66

Total Paychecks/Direct Deposits Paid:	\$	439,613.07
Total Checks and Wires for A/P and Payroll:	\$	3,758,291.93

Item 2: APPROVAL OF MINUTES

Motion is to approve the April 28, July 7, and July 14, 2022 Regular Council meeting minutes.

Item 3: LODGING TAX ADVISORY COMMITTEE AND SPENDING RECOMMENDATIONS

Motion is to approve the recommendations as submitted by the Lodging Tax Advisory Committee for the expenditure of Lodging Tax funds.

Item 4: 2022 SUMMER WATERLAND EVENTS - AGREEMENT WITH DESTINATION DES MOINES

Motion is to ratify and approve the Agreement with Destination Des Moines to waive the facility rental fees for holding the 2022 Summer Events and specifying the in-kind services and facilities that were provided by City.

Item 5: ACCEPTANCE OF VEHICLE FROM 2021 AND 2022 WASPC MENTAL HEALTH FIELD RESPONSE TEAM GRANT

Regular Meeting Minutes
August 4, 2022

Motion is to approve the acceptance of a 2021 Volkswagen Tiguan SE/SEL, valued at \$30,561.11 and a 2018 Ram Pro Master, valued at \$66,541.00, to be used by the Des Moines Police Department as needed.

- Item 6: BARNES CREEK/KENT-DES MOINES ROAD CULVERT PROJECT AGREEMENT GCB 3395, AMENDMENT NO. 1. WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT)

Motion is to approve Agreement GCB 3395, Amendment No.1, between the City of Des Moines and the Washington State Department of Transportation for the construction of the Barnes Creek/Kent-Des Moines Road Culvert Replacement Project in the amount of \$1,326,071.20, plus authorize a \$256,214.24 project construction contingency, and further authorize the City Manager to sign said Amendment, substantially in the form as submitted.

- Item 7: KENT-DES MOINES ROAD AND 16TH AVENUE SOUTH PIPE PROJECT: 2022-2023 CONSULTANT ON-CALL AGREEMENT FOR ENGINEERING SERVICES

Motion is to approve the Task Order Assignment 2022-01 with KPG Psomas, Inc., that will provide design and permitting services for the Kent-Des Moines Road and 16th Avenue South Pipe Project in the amount of \$204,483.92, and authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted.

- Item 8: NORTH FORK MCSORLEY CREEK DIVERSION PROJECT - CONSTRUCTION CONTINGENCY INCREASE

Motion 1 is to increase the project construction contingency for the North Fork McSorley Creek Diversion Project, in the amount of \$135,000.00, bringing the total project construction contingency to \$198,000.00.

Motion 2 is to direct administration to bring forward a budget amendment to the 2022-2027 Capital Improvement Plan and the 2022 Capital Budget to include the amended North Fork McSorley Creek Diversion Project, and include such amendment in the next available budget amendment ordinance.

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve the Consent Calendar; seconded by Councilmember Vic Pennington.

Councilmember JC Harris pulled Consent Calendar Item #3 and Item #4.

Regular Meeting Minutes
August 4, 2022

The remainder of the Consent Calendar passed 7-0.

Council discussed Consent Calendar Item #3.

Motion made by Councilmember Jeremy Nutting to approve the Consent Calendar Item #3 as presented; seconded by Councilmember Harry Steinmetz.
Motion passed 7-0.

Council discussed Consent Calendar Item #4.

Motion made by Councilmember Jeremy Nutting to approve the Consent Calendar Item #4 as presented; seconded by Councilmember Harry Steinmetz.
Motion passed 7-0.

NEW BUSINESS

Item 1: INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

- No New Items were introduced for future consideration.

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER HARRY STEINMETZ

- Public Safety/Emergency Management Committee Meeting
- Summer Events

COUNCILMEMBER GENE ACHZIGER

- National Night Out
- Aftermarket Exhaust Systems

COUNCILMEMBER JEREMY NUTTING

- Des Moines Farmers Market
- Concerts in the Park
- Waterland Weekend
- National Night Out
- Theater in the Park
- Pilot Passenger Ferry

Regular Meeting Minutes
August 4, 2022

- Nutting Lemonade Fundraiser
- Mount Rainier Ram Festival

COUNCILMEMBER JC HARRIS

- Highline Forum
- Aftermarket Exhaust System
- FAA Reauthorization Meetings

COUNCILMEMBER VIC PENNINGTON

- Public Safety/Emergency Management Committee Meeting
- Summer Events

DEPUTY MAYOR TRACI BUXTON

- Participated in 33 Meetings and Engagements

PRESIDING OFFICER'S REPORT

- Waterland Weekend

EXECUTIVE SESSION

NEXT MEETING DATE

August 25, 2022 City Council Regular Meeting

ADJOURNMENT

Direction/Action
Motion made by Councilmember Vic Pennington to adjourn; seconded
by all other Councilmembers.
The motion passed 7-0.

The meeting adjourned at 8:20 p.m.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers

Thursday, August 25, 2022 - 6:00 PM

CALL TO ORDER

Mayor Matt Mahoney called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Vic Pennington.

ROLL CALL

Council Present:

Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Gene Achziger; Councilmember JC Harris; Councilmember Jeremy Nutting; Councilmember Vic Pennington; and Councilmember Harry Steinmetz

Council Absent:

Direction/Action

Motion made by Councilmember Jeremy Nutting to excuse Councilmember Harry Steinmetz; seconded by Councilmember Vic Pennington.
Motion passed 6-0.

Staff Present:

City Manager Michael Matthias; Executive Director of Marina Redevelopment Dan Brewer; City Attorney Tim George; Chief Administrative Officer Bonnie Wilkins; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Deputy Finance Director Jeff Friend; Director of Court Administrator Jennefer Johnson; Support Services Manager Melissa Patrick; Police Chief Ken Thomas; Assistant Police Chief Mark Couey; Assistant Police Chief Patti Richards; Sergeant Isaac Helgren; Officer Jeffery Dotson; Officer Clayson Tanner; Officer Eric Morris; Officer Frank Rios; Officer Chase Ochart; Officer David Hamilton; Officer Robert Raimond; Officer Doug Weable; Director

Regular Meeting Minutes
August 25, 2022

of Parks, Recreation and Senior Services Nicole Nordholm; Public Works Superintendent John Blackburn; Plant Care Specialist Chelsey Carlston; and City Clerk Taria Keane

CITY MANAGER REPORT

- City Manager Michael Matthias recognized Plant Care Specialist Chelsey Carlton for her work on the Marina/Downtown Beautification Project.
- Executive Director of Marina Redevelopment Dan Brewer recognized Public Works Superintendent John Blackburn on his retirement.
- Police Chief Ken Thomas introduced the Newest Police Officers to our Department
- City Manager Michael Matthias gave Council an update on the Passenger Ferry Service

[City Manager Report](#)
[Public Works Crew](#)

CORRESPONDENCE

- There was no correspondence

WRITTEN COMMENTS FROM THE PUBLIC

- Cheri Halko; Ferry
- John G Hogan; Masonic Home Preservation
- Sandy Sheridan; Masonic Home Ideas
- Candy Santucci; Fast Ferry
- Raihab Baig; Landmark on the Sound
- Sandy Morehouse; Neighborhood safety issues needs to be prioritized and police presence more evident

COMMENTS FROM THE PUBLIC

- Lilah and Natalie Nutting; Police Foundation Donation
- David Emery; Public Safety at Redondo Beach
- Sharon Morehouse; Drug Use & Speeding - Double Standards at Redondo
- Kay Van; Public Safety
- Melanie Barlow; Park & Public Safety
- Barbara McMichael; Des Moines Masonic Home
- Kent Haehl; Public Safety
- Luis Medina; Public Safety Businesses
- Raihab Baig; Landmark on the Sound

[Public Comments](#)

CITY MANAGER REPORT

- City Attorney Tim George gave Council a background on Consent Calendar Item #9.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers through August 15th, 2022 and the payroll transfers through August 5th, 2022 in the attached list and further described as follows:

ACH/EFT Vendor Payments	#	7043 TO 7121	\$ 1,471,672.46
EFT Voids	#	7071 TO 7071	\$ (450.00)
Electronic Wires	#	2014 TO 2024	\$ 426,532.61
Accounts Payable Checks	#	164192 TO 164239	\$ 444,765.05
Payroll Checks	#	19521 TO 19530	\$ 6,581.75
Payroll Direct Deposit	#	2236 TO 2403	\$ 406,477.52

Total Checks and Wires for A/P and Payroll: \$ 2,755,579.39

Item 2: STEPFAMILY DAY PROCLAMATION

Motion is to approve the Proclamation supporting September 16th as National Stepfamily Day.

Item 3: NATIONAL RECOVERY MONTH PROCLAMATION

Motion is to approve the Proclamation supporting September as National Recovery Month.

Item 4: NATIONAL PREPAREDNESS MONTH PROCLAMATION

Motion is to approve the Proclamation supporting September as National Preparedness Month.

Item 5: INTERAGENCY REIMBURSEMENT AGREEMENT IAA23717
BETWEEN WASHINGTON STATE AOC AND DES MOINES
MUNICIPAL COURT

Motion is to approve the Interagency Reimbursement agreement between the Administrative Offices of the Courts (AOC) and the City of Des Moines for extraordinary costs reimbursement and legal financial obligations reimbursement as a result of the *State V Blake* decision and further authorize the Judge of Des Moines Municipal Court to sign the agreement substantially in the form as submitted.

Regular Meeting Minutes
August 25, 2022

- Item 6: ACCEPTANCE OF WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS - DES MOINES MUNICIPAL COURT-THERAPEUTIC COURT GRANT

Motion is to accept the grant from the Washington Administrative Office of the Courts in the amount of \$87,000 for the purposes of supplementing operations of the Des Moines Municipal Court-Support Services and authorize the Judge of the Des Moines Municipal Court to sign the contract substantially in the form as attached.

- Item 7: INTERLOCAL AGREEMENT FOR JOINT SUPERVISION OF DEFENDANTS-CONSOLIDATED SUPERVISION SERVICES BETWEEN SOUTH KING COUNTY MUNICIPAL COURTS

Motion is to approve the Interlocal Agreement between the Municipal Courts of Federal Way, Kent, Renton, Tukwila, Seatac, Maple Valley and the Des Moines Municipal Court for consolidated supervision services of defendants and to authorize the Judge of the Des Moines Municipal Court to sign the agreement substantially in the form attached.

- Item 8: AMENDMENT TO GRANT AGREEMENT WITH THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE, PROVIDING ADDITIONAL FUNDING FOR THE MARINA'S GUEST MOORAGE ELECTRICAL PROJECT

Motion is to approve Amendment No. 1 to the Grant Agreement for project number 19-1532D, increasing the grant amount by \$45,648, to authorize an additional expenditure of Marina operating funds of \$15,216 to provide the required additional matching funds, and to authorize the City Manager to sign the Amendment substantially in the form as attached.

- Item 9: DRAFT ORDINANCE NO. 22-043, AMENDING DMMC 9.68.070 TO UPDATE CIVIL PROTECTION ORDER VIOLATIONS

Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 22-043 on first reading.

Motion 2 is to enact Draft Ordinance No. 22-043, amending DMMC 9.68.070 to adopt by reference certain RCW sections relating to criminal violations of court orders.

Councilmember Harris pulled Consent Calendar Items #5, #6, #8, and #9.

The remainder of the Consent Calendar passed 6-0.

Mayor Matt Mahoney read the Stepfamily Day Proclamation into the record.

Regular Meeting Minutes
August 25, 2022

Mayor Matt Mahoney read the National Recovery Month Proclamation into the record.

Mayor Matt Mahoney read the National Preparedness Month Proclamation into the record.

Council discussed Consent Calendar Item #5.

Motion made by Mayor Matt Mahoney to approve Consent Calendar Item #5 as presented; seconded by Councilmember Jeremy Nutting. Motion passed 6-0.

Council discussed Consent Calendar Item #6.

Motion made by Councilmember Jeremy Nutting to approve Consent Calendar Item #6 as presented; seconded by Deputy Mayor Traci Buxton. Motion passed 6-0.

Council discussed Consent Calendar Item #8.

Motion made by Deputy Mayor Traci Buxton to approve Consent Calendar Item #8 as presented; seconded by Councilmember Vic Pennington. Motion passed 6-0.

Council discussed Consent Calendar Item #9.

Motion made by Deputy Mayor Traci Buxton to approve Consent Calendar Item #9 Motion 1 as presented; seconded by Councilmember Jeremy Nutting. Motion passed 5-1.

For: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmembers Gene Achziger, Jeremy Nutting, and Vic Pennington.

Against: Councilmember JC Harris

Motion made by Deputy Mayor Traci Buxton to approve Consent Calendar Item #9 Motion 2 as presented; seconded by Councilmember Jeremy Nutting. Motion passed 6-0.

Regular Meeting Minutes
August 25, 2022

NEW BUSINESS

- Item 1: WASHINGTON STATE OPIOID DISTRIBUTOR SETTLEMENT
Staff Presentation by City Attorney Tim George
[Washington State Opioid Distributor Settlement Motion](#)

Motion made by Councilmember Jeremy Nutting to approve the City of Des Moines' participation in the Washington State Opioid Distributor Settlement Agreement and to direct the City Manager to sign the attached Settlement Participation Form and the Allocation Agreement substantially in the form as attached; seconded by Councilmember Vic Pennington.
Motion Passed 6-0

- Item 2: CASH HANDLING POLICY
Staff Presentation by Deputy Finance Director Jeff Friend

Motion made by Councilmember Jeremy Nutting to adopt Draft Resolution No. 22-044 establishing a cash handling policy for the City; seconded by Councilmember Vic Pennington.
Motion Passed 6-0

Councilmember JC Harris made a motion to amend the first sentence in Section X to strike the words "such as park adoption organizations"; seconded by Councilmember Gene Achziger.
Motion failed 2-4.

For: Councilmembers Gene Achziger and JC Harris.

Against: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmembers Jeremy Nutting and Vic Pennington.

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION -10 minutes

Councilmember Jeremy Nutting asked Council support having staff Draft a Resolution to bring to Council for approval in support Highline Public Schools Bond on the November Ballot. Council Supported.

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER VIC PENNINGTON

Regular Meeting Minutes
August 25, 2022

- Public Safety
- Thanked John Blackburn for Years of Service
- Thanked New Officers for coming to our City
- Passenger Ferry Service

COUNCILMEMBER GENE ACHZIGER

- Redondo

COUNCILMEMBER JEREMY NUTTING

- Economic Development Committee Meeting
- Municipal Facilities Committee Meeting
- Mount Rainier High School Ram Fest
- Drive Safe in School Zones

COUNCILMEMBER JC HARRIS

- Ultra Fine Particulates Advisory Committee Meeting
- King County Flood Control District Meeting
- Masonic Home

DEPUTY MAYOR TRACI BUXTON

- South King Housing and Homelessness Partners
- Des Moines Farmers Market
- Soundside Alliance for Economic Development
- Southside Chamber
- National Recovery Month

PRESIDING OFFICER'S REPORT

- Federal Way School District
- Mount Rainier High School and Federal Way High School Football Game
- After Market Mufflers - Legislative Bands
- Passenger Ferry Inaugural Ride
- Public Safety
- Poverty Bay Blues and Brews

EXECUTIVE SESSION

NEXT MEETING DATE

September 08, 2022 Budget Retreat

Regular Meeting Minutes
August 25, 2022

ADJOURNMENT

Direction/Action

Motion made by Councilmember Vic Pennington to Adjourn; seconded by Councilmember Jeremy Nutting.
Motion passed 6-0.

The meeting adjourned at 8:11 p.m.

MINUTES

DES MOINES CITY COUNCIL STUDY SESSION City Council Chambers

Thursday, September 8, 2022 - 5:00 PM

CALL TO ORDER

Mayor Matt Mahoney called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Harry Steinmetz.

ROLL CALL

Council Present:

Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Gene Achziger; Councilmember JC Harris; Councilmember Jeremy Nutting; Councilmember Vic Pennington; and Councilmember Harry Steinmetz

Staff Present:

City Manager Michael Matthias; Executive Director of Marina Redevelopment Dan Brewer; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Chief Administrative Officer Bonnie Wilkins; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Assistant Police Chief Mark Couey; Assistant Police Chief Patti Richards; Kory Batterman; Judge Lisa Leone; Director of Court Administrator Jennefer Johnson; Support Services Manager Melissa Patrick; Finance Director Beth Anne Wroe; Deputy Finance Director Jeff Friend; Community Development Director Denise Lathrop; Public Works Director Andrew Merges; Human Resources Director Adrienne Johnson-Newton; Director of Parks, Recreation and Senior Services Nicole Nordholm; Director of Emergency Management and Workplace Safety Shannon Kirchberg; Events and Facilities Manager Ashley Young; City Clerk Taria Keane; City Hall Office Specialist Laura Hopp; and City Hall Front Desk Assistant Malika Johnson

CORRESPONDENCE

- There were no correspondence

Study Session Minutes
September 8, 2022

COMMENTS FROM THE PUBLIC

Note: Comments from the public must be limited to the items of business on the Study Session Agenda per Council Rule 10. Please sign in prior to the meeting and limit your comments to three (3) minutes.

- David Emery; Budget Retreat
- Karen Schantman; Budget Retreat
- Greg Ford; Budget Retreat
- Sharon Morehouse; Budget Signs needed for traffic

[Public Comment](#)

DISCUSSION ITEM

2023 BUDGET DYNAMICS PRESENTATION BY CITY
ADMINISTRATION

- Information Session

Staff gave Council a PowerPoint Presentation.

No formal action was taken.

Direction/Action

Motion made by Councilmember Jeremy Nutting to take a 10 minute recess; seconded by Mayor Matt Mahoney.
Motion passed 7-0.

At 7:18 p.m. Council took a 13 minute break, and resumed the meeting at 7:31 p.m.

Direction/Action

Motion made by Mayor Matt Mahoney to extend the meeting with a hard stop until 8:30 p.m.; seconded by Deputy Mayor Buxton.
Motion passed 6-1.

For: Mayor Matt Mahoney; Deputy Mayor Traci Buxton;
Councilmembers Gene Achziger, Jeremy Nutting, Vic Pennington, and Harry Steinmetz.

Against: Councilmember JC Harris

NEXT MEETING DATE

Study Session Minutes
September 8, 2022

September 22, 2022 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Harry Steinmetz to adjourn; seconded by Councilmember Vic Pennington.
Motion passed 7-0.

The meeting adjourned at 8:22 p.m.

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: LUA2019-0063; Shiferaw Modified
Short Subdivision Preliminary Approval
Concurrence

FOR AGENDA OF: October 6, 2022

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: September 27, 2022

ATTACHMENTS:

1. Preliminary Modified Short Subdivision
2. Project Deviation Narrative
3. Site Plan on Aerial Imagery
4. Preliminary Approval Letter

CLEARANCES:

- ☐ City Clerk _____
- ☒ Community Development DEL
- ☐ Courts _____
- ☐ Director of Marina Redevelopment _____
- ☐ Emergency Management _____
- ☐ Finance _____
- ☐ Human Resources _____
- ☒ Legal /s/ TG
- ☐ Marina _____
- ☐ Police _____
- ☐ Parks, Recreation & Senior Services _____
- ☒ Public Works Richard Torres

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to obtain City Council concurrence of the administrative decision to preliminarily approve the Shiferaw Modified Short Subdivision. The applicant proposes to modify standards for access in Des Moines Municipal Code (DMMC) 17.35.070(1). Council concurrence of administrative approvals of modified short subdivisions is required pursuant to DMMC 17.15.060. The record of decision date was September 21, 2022, and this is the first available regular City Council meeting to review this matter.

Suggested Motion

Motion 1: "I move to concur with City staff preliminary approval of the Shiferaw Modified Short Subdivision, City File No. LUA2019-0063."

Background

Chapter 17.15 DMMC establishes a mechanism whereby an applicant may propose a modified short subdivision in which the City may consider and approve an innovative or unusual short subdivision that does not comply with one or more of the standard requirements specified in chapter 17.35 DMMC—Layout and Design of Subdivisions and Similar Requirements.

The decision to approve or deny an application for a modified short subdivision is an administrative decision made by City staff. The staff review of the application is based upon the criteria adopted by the Council in DMMC 17.15.070. The Council's concurrence is a quasi-judicial decision, and the City Council's review is limited to whether or not the application meets the applicable criteria.

The subject modified short subdivision is located at 2056 and 2072 South 222nd St. and is zoned RS-8400, residential single-family. The applicant proposes to subdivide an approximately 2.25 acre site into eight lots, for development of single-family homes, and two private tracts for access to, and drainage from, the site. The aspect of this application that does not meet standard subdivision requirements is:

Tract A provides vehicular access to all of the eight residential lots. Per DMMC 17.35.070(1), in no instance shall a vehicular access tract serve more than four lots.

Per DMMC 17.15.060(2), unique design features not ordinarily provided in traditional short subdivisions shall be incorporated into the proposal to offset the modified standards.

Discussion

Requested modifications:

The requested modification to the standard in chapter 17.35 DMMC is in response to the location of public right-of-way (S. 222nd St.) and depth of the development site in relation to its width.

Site dimensions limit subdivision access options. Compliance with the 4-lot maximum of DMMC 17.35.070(1) would result in development of fewer lots. Permitting all lots to be served from the one tract (Tract A) allows the applicant to develop the property to close to its maximum-allowed density, and with one road instead of multiple roads (resulting in less impervious surface).

Unique Design Features:

1. To offset the proposed deviation to the access allowance, a Type III – See-through Buffer landscaping strip as defined by DMMC 18.195.400 will be provided around the perimeter of the subdivision (north, east, and west sides) for privacy screening for the adjacent lot owners. This feature is a condition of preliminary approval and will be reviewed in conjunction with the civil plan review.
2. Additionally, the applicant proposes a cul-de-sac instead of a hammerhead turnaround. The cul-de-sac design will provide more space for vehicles than the hammerhead. It will enhance safety and reduce the congestion of the traffic inside the subdivision.

Alternatives

1. The City Council may concur with the City staff approval of the Shiferaw Preliminary Modified Short Subdivision, City File No. LUA2019-0063, as recommended.
2. If the City Council does not concur with the administrative decision, the City Council is required to review the matter further at a future hearing. Findings would need to be adopted that set forth the specifics of how the application does not comply with the applicable criteria. The applicant would be required to redesign the short subdivision to comply with the standard layout and design requirements of chapter 17.35 DMMC.

Financial Impact

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

Recommendation

Staff has reviewed the proposed preliminary short plat (Attachment 1) and determined that the modified short subdivision is consistent with the cited local and state statutes. Therefore, staff recommends concurring with the preliminary approval of the plat entitled "Shiferaw Short Plat."

Council Committee Review

Council Committee review was not necessary.

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APPROVED
CITY OF DES MOINES
PLANS
9/21/2022, 11:50:41 AM
LUA2019-0063
Jason Woycke

Attachment #1

SHIFERAW PRELIMINARY SHORT PLAT

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SHORT SUBDIVIDED, HEREBY DECLARE THIS SHORT PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SHORT SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE PUBLIC, FOR THE USE AND BENEFIT OF THE PRESENTS AND FUTURE OWNERS OF THIS SHORTLY OPEN SPACE, ALL PUBLIC UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS SHORT PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC. IN WHICH CASE WE DO HEREBY DEDICATE SUCH EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SHORT SUBDIVIDED AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF DES MOINES, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SHORT SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SHORT SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SHORT SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF DES MOINES, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF DES MOINES, ITS SUCCESSORS, OR ASSIGNS.

THIS SUBDIVISION, DEDICATION WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

TIRUSEN SHIFERAW

BANIELAQUA M. SHIFERAW

ACKNOWLEDGEMENT:

STATE OF WASHINGTON }
COUNTY OF } SS

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON, RESIDING

STATE OF WASHINGTON }
COUNTY OF } SS

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON, RESIDING

RECORDING CERTIFICATE:

RECORDING NO. _____ DAY OF _____, 20____ AT _____
FILED FOR RECORD THIS _____ DAY OF _____, 20____ AT _____
_____, M. IN BOOK _____ OF SURVEYS AT PAGE _____ AT THE REQUEST OF
STEPHEN H WOODS.

STAMPER

SUPERINTENDENT OF RECORDS

APPROVALS:

DEPARTMENT OF PLANNING, BUILDING & PUBLIC WORKS

APPROVED THIS _____ DAY OF _____, 20____.

COMMUNITY DEVELOPMENT DIRECTOR

PUBLIC WORKS DIRECTOR

KING COUNTY DEPARTMENT OF ASSESSMENTS:

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

ACCOUNT NUMBERS 0922049097 AND 0922049401

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

VOLUME/PAGE

RECORDING NO.

PORTION OF

SE 1/4 OF SW 1/4, SECTION 9,
TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.

ORIGINAL LEGAL DESCRIPTION:

PARCEL A:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING 472.4 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, TOWNSHIP AND RANGE: THENCE SOUTH 01°18'34" WEST, A DISTANCE OF 219.25 FEET; THENCE SOUTH 88°33'17" EAST, A DISTANCE OF 216.21 FEET; THENCE SOUTH 01°18'34" WEST, A DISTANCE OF 216.21 FEET; THENCE SOUTH 88°33'16" EAST, A DISTANCE OF 198.00 FEET; THENCE SOUTH 01°18'34" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 01°18'34" EAST, A DISTANCE OF 414.89 FEET; THENCE NORTH 87°58'50" WEST, A DISTANCE OF 236.23 FEET TO THE TRUE POINT OF BEGINNING.

(ALSO KNOWN AS PARCEL A OF CITY OF DES MOINES LOT LINE ADJUSTMENT NO. 20014680007, RECORDED ON APRIL 18, 2001 AS RECORDING NUMBER 20010416800001, IN THE OFFICIAL RECORDS OF KING COUNTY, WASHINGTON.)

PARCEL B:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 472.4 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, TOWNSHIP AND RANGE: THENCE SOUTH 01°18'34" WEST, A DISTANCE OF 219.25 FEET TO THE POINT OF BEGINNING; 01°18'34" WEST, A DISTANCE OF 198.00 FEET; THENCE SOUTH 88°33'16" EAST, A DISTANCE OF 216.21 FEET; THENCE NORTH 01°18'34" EAST, A DISTANCE OF 198.00 FEET; THENCE NORTH 88°33'17" WEST, A DISTANCE OF 216.21 FEET TO THE POINT OF BEGINNING.

(ALSO KNOWN AS PARCEL B OF CITY OF DES MOINES LOT LINE ADJUSTMENT NO. 20014680007, RECORDED ON APRIL 18, 2001 AS RECORDING NUMBER 20010416800001, IN THE OFFICIAL RECORDS OF KING COUNTY, WASHINGTON.)

SURVEYOR'S NOTES:

- 1) THE MONUMENT CONTROL SHOWN FOR THIS SITE WAS ACCOMPLISHED BY FIELD TRAVERSE UTILIZING A ONE (1) SECOND THEODOLITE WITH INTEGRAL ELECTRONIC DISTANCE MEASURING METER (GEODIMETER 600) AND REAL TIME KINEMATIC (RTK) / STATIC GLOBAL POSITIONING SYSTEM (GPS). LINEAR AND ANGULAR CLOSURE OF THE TRAVERSES MEET THE STANDARDS OF MAC 332-130-090.
- 2) THIS SURVEY REPRESENTS PHYSICAL IMPROVEMENT CONDITIONS AS THEY EXISTED MAY 2, 2018. THE DATE OF THIS FIELD SURVEY DURING THE COURSE OF THE SURVEY PARTIAL WORK WAS BEING CONDUCTED ON-SITE AND THE TOPOGRAPHY WAS CHANGING.
- 3) UTILITIES OTHER THAN THOSE SHOWN MAY EXIST ON THIS SITE. ONLY THOSE WHICH ARE VISIBLE OR HAVING VISIBLE EVIDENCE OF THEIR INSTALLATION ARE SHOWN HEREON.
- 4) FULL RELIANCE FOR LEGAL DESCRIPTIONS AND RECORDED EASEMENTS HAVE BEEN PLACED ON THE TITLE REPORT FROM FIRST AMERICAN TITLE COMPANY COMMITMENT ORDER NO. 3984949, DATED AUGUST 5, 2022. NO ADDITIONAL RESEARCH HAS BEEN ATTEMPTED.
- 5) THE PURPOSE OF THIS SURVEY IS TO PROVIDE EXISTING CONDITIONS FOR PRELIMINARY PLAT REVIEW.
- 6) ELEVATION CONTOURS SHOWN HEREON ARE DERIVED FROM FIELD MEASUREMENTS AND MEET OR EXCEED THE MINIMUM ACCURACY CRITERIA OF THE NATIONAL MAPPING STANDARD, BEING ONE-HALF THE CONTOUR INTERVAL.

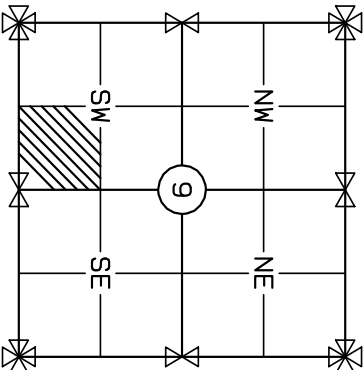
TITLE REPORT NOTES:

SPECIAL EXCEPTIONS PER TITLE REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. 3984949, DATED AUGUST 5, 2022.

5. THIS SITE IS SUBJECT TO RESERVATIONS AND EXCEPTIONS CONTAINED IN DEED, FILED UNDER RECORDING NO. 144002.
6. THIS SITE IS SUBJECT TO AN EASEMENT FOR AVIGATION, FILED UNDER RECORDING NO. 9201060785. DOCUMENT DOES NOT CONTAIN SUFFICIENT INFORMATION TO SHOW AN EXACT LOCATION.
7. THIS SITE IS SUBJECT TO TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, boundary DISCREPANCIES AND ENCROACHMENTS AS CONTAINED IN LOT LINE ADJUSTMENT, FILED UNDER RECORDING NO. 20010416900001. SEE CURRENT CONDITIONS ON THIS SURVEY.
8. THIS SITE IS SUBJECT TO A "NOTICE OF ON-SITE SEWAGE SYSTEM OPERATION AND MAINTENANCE REQUIREMENTS", FILED UNDER RECORDING NO. 20140113000849.
9. THIS SITE IS SUBJECT TO A "SEPTIC SYSTEM NOTICE ON TITLE" FILED UNDER RECORDING NO. 20150319000736.
10. THIS SITE IS SUBJECT TO AN EASEMENT FOR SEWER LINES, FILED UNDER RECORDING NO. 20180609000862. DOCUMENT DOES NOT CONTAIN SUFFICIENT INFORMATION TO SHOW AN EXACT LOCATION.
11. THIS SITE IS SUBJECT TO AN EASEMENT FOR SEWER LINES, FILED UNDER RECORDING NO. 20190806000542. DOCUMENT DOES SHOW HEREON.

SHORT PLAT NOTES:

1. UPON RECORDING OF THIS SHORT PLAT, HIGHLINE WATER DISTRICT IS HEREBY GRANTED A 15' EASEMENT FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF A WATER PIPELINE AND APPURTENANCES THERETO, TOGETHER WITH ALL RIGHTS OF INGRESS AND EGRESS TO AND FROM SAID EASEMENT FOR ALL PURPOSES NECESSARY AND RELATED THERETO. SAID EASEMENT LIES 7.5' ON EACH SIDE OF THE COMMON BOUNDARY LINE BETWEEN LOTS 5 AND 6 AS SHOWN HEREON.
2. UPON RECORDING OF THIS SHORT PLAT, MIDWAY SEWER DISTRICT IS HEREBY GRANTED A 15' EASEMENT FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF A SANITARY SEWER PIPELINE AND APPURTENANCES, HEREBY AND/OR WITH ALL RIGHTS OF INGRESS AND EGRESS TO AND FROM SAID EASEMENT FOR ALL PURPOSES NECESSARY AND RELATED THERETO.
3. THE OWNER(S) OF LOTS 1 THRU 8 SHALL HAVE AN EQUAL AND UNDIVIDED INTEREST IN THE OWNERSHIP OF TRACT A (AN INGRESS, EGRESS AND UTILITIES TRACT). THE OWNER(S) OF LOTS 1 THRU 8 SHALL BEAR EQUAL AND UNDIVIDED FINANCIAL INTEREST IN SAID TRACT A, INCLUDING BUT NOT LIMITED TO THE RESPONSIBILITY OF MAINTENANCE. ALL DEEDS FOR LOTS 1 THRU 8 MUST INCLUDE A CONVEYANCE OF ONE-EIGHT OWNERSHIP IN TRACT A.
4. THE OWNER(S) OF LOTS 1 THRU 8 SHALL HAVE AN EQUAL AND UNDIVIDED INTEREST IN THE OWNERSHIP OF TRACT B (A STORM DRAINAGE TRACT). THE OWNER(S) OF LOTS 1 THRU 8 SHALL BEAR EQUAL AND UNDIVIDED FINANCIAL INTEREST IN SAID TRACT B, INCLUDING BUT NOT LIMITED TO THE RESPONSIBILITY OF MAINTENANCE. ALL DEEDS FOR LOTS 1 THRU 8 MUST INCLUDE A CONVEYANCE OF ONE-EIGHT JOINT OWNERSHIP IN TRACT B.
5. THIS SHORT PLAT IS SUBJECT TO A 5' TYPE III LANDSCAPE BUFFER, LOCATED ALONG THE EXTERIOR 5 FEET OF THIS SHORT PLAT, PARALLEL WITH THE EAST, NORTH AND WEST LINES.



INDEX DATA
SE-SW 9, T22N, R4E, W.M.

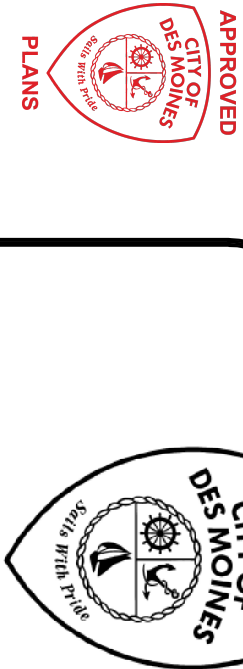
SURVEY FOR:

SHIFERAW TIRUSEN
2072 SOUTH 22ND STREET
DES MOINES, WA.

KING COUNTY, WASHINGTON

SHEET 1 OF 3

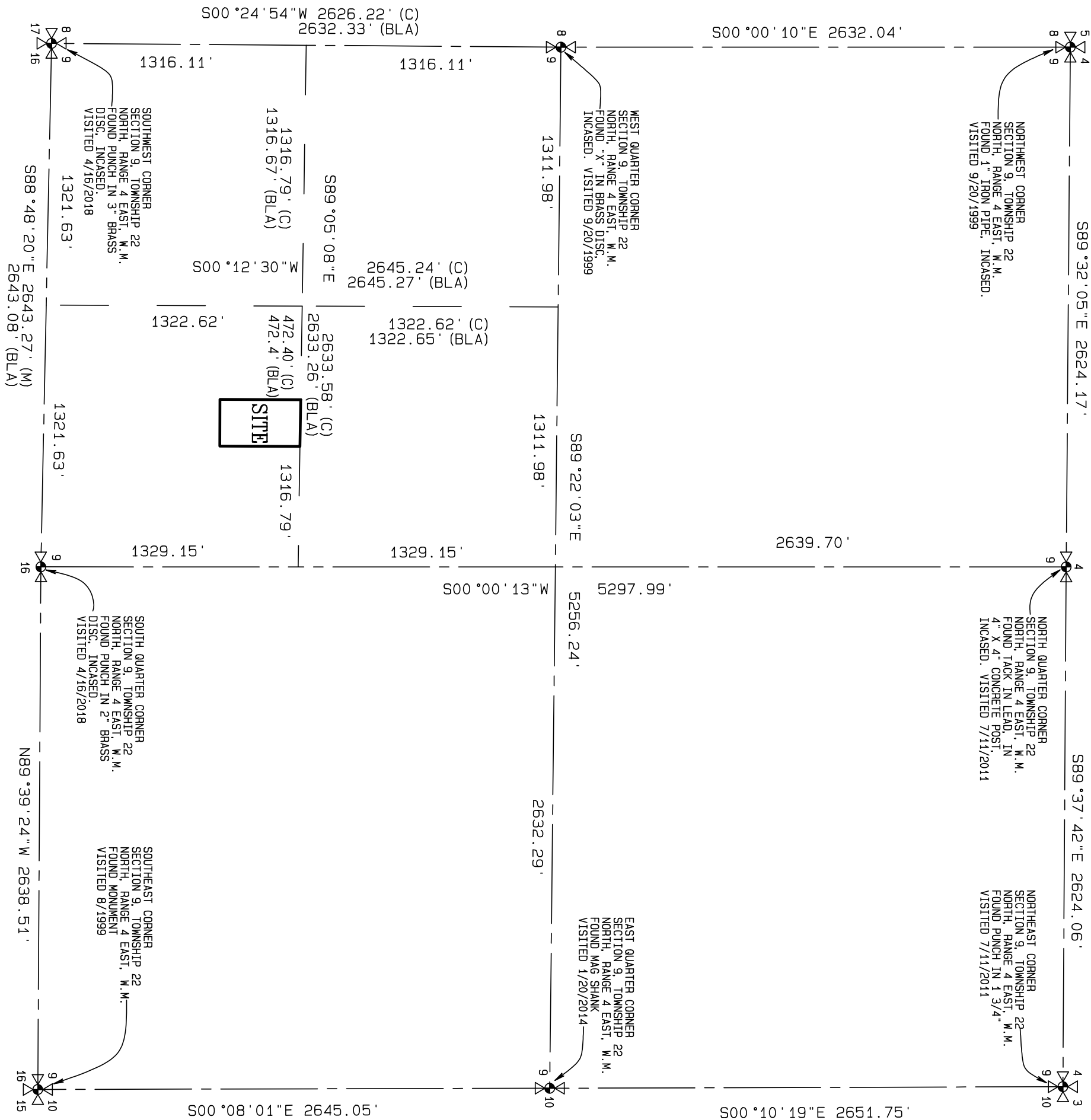
VOLUME/PAGE



APPROVED
CITY OF
DES MOINES
PLANS
9/21/2022, 11:51:01 AM
LU02019-0063
Jason Woycke

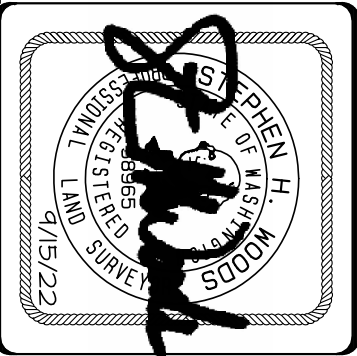
SHIFERAW PRELIMINARY SHORT PLAT

CONTROL SKETCH:



LEGEND:

- = MONUMENT FOUND AS NOTED. VISITED FEB. 28, 2002
- = CALCULATED POSITION
- C = CALCULATED DISTANCE
- M = MEASURED DISTANCE
- BLA = CITY OF DES MOINES LLA 2001-007



CONTOUR
ENGINEERING, LLC
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
4706 97th Street NW, Suite 100, 619 Harbor, WA 98335
Phone: 253-897-5454 Fax: 253-505-0444 info@contourplc.com

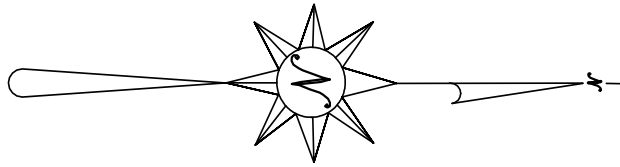
DATE	SEPT. 14, 2022	JOB NAME	S WOODS
SCALE	DNA	JOB NO.:	21-3775
		SP	

INDEX DATA	SE-SW 9, T22N, R4E, W.M.
SURVEY FOR:	SHIFERAW TIRUSEW 2072 SOUTH 22ND STREET DES MOINES, WA.
KING COUNTY, WASHINGTON	

RECORDING NO.	VOLUME/PAGE
PORTION OF SE 1/4 OF SW 1/4, SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.	

BASIS OF BEARING:
TRUE NORTH. BASED UPON GLOBAL POSITIONING SYSTEM (GPS) LAMBERT GRID WASHINGTON STATE NORTH ZONE COORDINATES. A CONVERGENCE ANGLE OF 01°06'06.35" COUNTERCLOCKWISE WAS APPLIED AT A PUNCH IN 3" BRASS DISC. LOCATED AT THE 2" EAST OF WEST FOG LINE ON 16TH AVENUE SOUTH. THE MONUMENT IS THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE W.M. THE NORTH AMERICAN DATUM OF 1983/1991 (NAD 83/91) GRID COORDINATES WERE FOUND TO BE 149841.503 / 1273946.534 AT THAT POINT. THE INVERSE OF BOTH THE SEA LEVEL CORRECTION FACTOR OF 0.999994211 AND THE GRID SCALE FACTOR OF 1.00019911 WAS APPLIED TO THE GRID COORDINATES FOR SHOWN GROUND DISTANCES.

VERTICAL DATUM:
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).



SCALE:
1" = 500'



APPROVED
CITY OF
DES MOINES
PLANS
9/21/2022, 11:51:21 AM
LUA2019-0083
Jason Woycke



SHIFERAW PRELIMINARY SHORT PLAT

AVERAGE LOT AREA:

12.247 (REDUCED TO 9,240) + 8.309 + 8.424
+ 8.493 + 7.571 + 9.496(240)
+ 12.388 (REDUCED TO 9,240)
50.0, 988
(REDUCED TO 9,240) / 8 = 61.712 SF

SETBACKS:

FRONT YARD 20 FEET
REAR YARD 20 FEET
SIDE YARD 15 FEET COMBINED

ZONING:

RS 8400

AREAS:

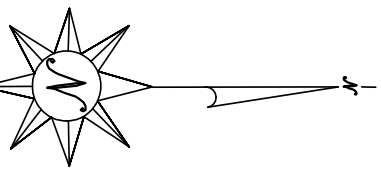
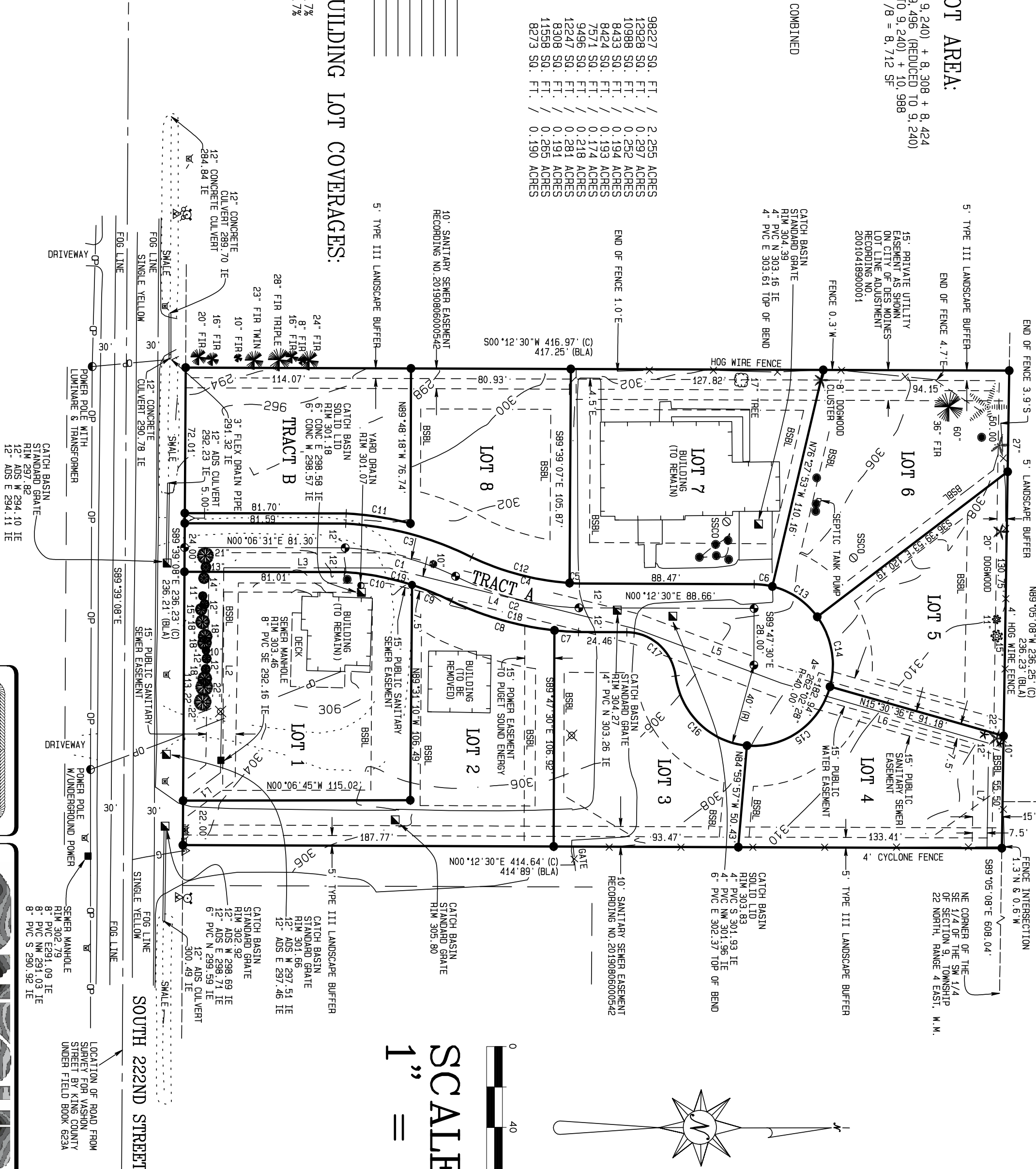
OVERALL: 98927 SQ. FT. / 2.265 ACRES
LOT 1: 12958 SQ. FT. / 0.297 ACRES
LOT 2: 10988 SQ. FT. / 0.252 ACRES
LOT 3: 8433 SQ. FT. / 0.194 ACRES
LOT 4: 8424 SQ. FT. / 0.193 ACRES
LOT 5: 7571 SQ. FT. / 0.174 ACRES
LOT 6: 9496 SQ. FT. / 0.218 ACRES
LOT 7: 12247 SQ. FT. / 0.281 ACRES
LOT 8: 8308 SQ. FT. / 0.191 ACRES
TRACT A: 11558 SQ. FT. / 0.265 ACRES
TRACT B: 8273 SQ. FT. / 0.190 ACRES

ADDRESSES:

LOT 1:
LOT 2:
LOT 3:
LOT 4:
LOT 5:
LOT 6:
LOT 7:
LOT 8:

EXISTING BUILDING LOT COVERAGES:

LOT 1: BUILDING 10.7%
LOT 7: BUILDING 30.7%



SCALE:
1" = 40'

LEGEND:

- = NO. 4 REBAR WITH RED PLASTIC CAP
"CONTOUR PLS 38965", TO BE SET.
- = MONUMENT TO BE SET.
- = WATER METER
- = OVERHEAD POWER
- = SANITARY SEWER CLEAN OUT
- = SEPTIC TANK LID
- △ = WATER VALVE
- △ = GAS VALVE
- G- = UNDERGROUND GAS LINE
- = CEDAR TREE, SIZE NOTED
- * = ALDER TREE, SIZE NOTED
- = DOGWOOD TREE, SIZE NOTED
- = BOLLARD
- = MAIL BOX
- = HYDRANT
- = YARD LIGHT
- C = CALCULATED DISTANCE
- M = MEASURED DISTANCE
- BLA = CITY OF DES MOINES LLA 2001-007

LINE CHART:

LINE	BEARING	DISTANCE
L1	N86.04.20"W	23.43'
L2	N89.02.49"W	101.41'
L3	N00.06.28"E	83.82'
L4	N13.33.35"E	129.22'
L5	N20.05.43"E	77.47'
L6	N45.48.17"E	109.14'
L7	S89.05.08"E	51.88'

CURVE CHART:

LINE	ARC	DELTA	RAADIUS
C1	57.98	21.32.23	154.24'
C2	64.66	24.09.49	153.80'
C3	66.23	22.49.34	166.24'
C4	56.49	22.49.34	141.80'
C5	5.01	2.01.21	141.80'
C6	9.30	13.19.37	40.00'
C7	12.22	4.13.18	165.80'
C8	54.51	18.50.09	165.80'
C9	21.38	8.36.32	142.24'
C10	34.89	14.03.11	142.24'
C11	32.98	11.02.05	171.24'
C12	51.49	20.48.13	141.80'
C13	27.79	38.48.00	40.00'
C14	36.42	52.10.32	40.00'
C15	56.49	79.29.27	40.00'
C16	53.93	77.14.55	40.00'
C17	35.80	82.02.38	25.00'
C18	68.72	23.03.35	165.80'
C19	58.27	22.40.02	142.24'

RECORDING NO.

VOLUME/PAGE

PORTION OF

SE 1/4 OF SW 1/4, SECTION 9,
TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.

INDEX DATA

SE-SW 9, T22N, R4E, W.M.

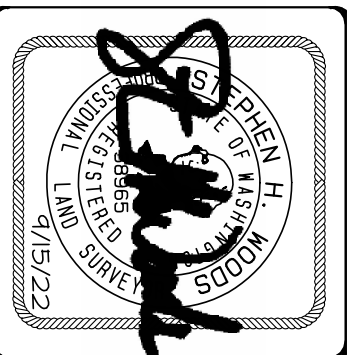
SURVEY FOR:

SHIFERAW TIRUSEW
2072 SOUTH 22ND STREET
DES MOINES, IA.

KING COUNTY, WASHINGTON

SHEET 3 OF 3

VOLUME/PAGE



ENGINEERING, L.L.C.
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
4706 97th Street NW, Suite 100, 619 Harbor, WA 98335
Phone: 206-897-5454 Fax: 206-897-5454 info@shiferawllc.com

BRAND DT: D WOODS
DATE: SEPT. 14, 2022
JOB NAME: S WOODS
JOB NO.: 21-3775
SCALE: DNA

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AP CONSULTING ENGINEERS PLLC

CIVIL ENGINEERING

May 10, 2021

Mr. Jason Woycke
City of Des Moines
21630 11th Ave S, Suite D
Des Moines, WA 98198

**RE: LUA2019-0063 Preliminary Short Plat
2056/2072 S. 222nd St. Des Moines
Modification Short Plat Application
(APCE Project#2019019)**

Jason:

We are requesting a Short Plat Modification for the Shiferaw Short Plat on behalf of Mr. Melesse Shiferaw, the owner of parcel 0922049097 and 0922049401. A sketch of the site is included along with this letter to show the proposed private access tract layout from South 222nd Street.

A Short Plat Modification is being requested to allow the private access to serve more than four lots which is currently the limit described in Chapter 17.35.070(1) of the current City of Des Moines Municipal Code. The project proposes, instead, to install a new residential-use private access to serve eight lots with the entrance located on South 222nd Street. The layout of the private access is shown in the attached Shiferaw Subdivision Modification Exhibit.

The following is a list of the City's criteria for granting Short Plat Modifications followed by a discussion of the impacts of approving this modification with the intent of demonstrating that the proposed modification will meet or exceed the corresponding City standard for each of the criteria:

1. It is consistent with the intent of the Comprehensive Plan, Zoning Code, and Shoreline Master Program; and
The project would be consistent with the intent of the Comprehensive Plan, Zoning Code, and Shoreline Master Program when the modification is approved. This development will be a residential short plat, on property zoned RS-8400, and the proposed lots will meet the dimensions, setbacks, permissible lot coverage, density, and building height required by Chapter 18.55 of the City of Des Moines Code.
2. All lots within a subdivision meet the lot area and lot width requirements for the zone classification assigned to the property proposed to be subdivided; and
The proposed lots are designed based on Chapter 18.55.050 and 18.55.070 of the City of Des Moines Code. The sum of the lot area of these two parcels that will

be subdivided is approximately 98,130 square feet (2.26 acres). The minimum lot area for this zone is 8,400 square feet and the minimum lot width for this zone is 70 feet. This development is a multiple-lot subdivision, since it has more than four lots. In Chapter 18.55.050(2), the minimum lot area shall be deemed to have been met if the average lot area is not less than 8,400 square feet, not more than 25% of the number of lots may contain an area less than the required area for the zone, and the minimum lot area shall be 7,560 square feet. The proposed average lot area of this development is approximately 9,722 square feet, there are only 2 lots out of 8 lots less than 8,400 square feet, and the proposed minimum lot area is 7,571 square feet. The minimum width of this development is approximately 73 feet. See attached Shiferaw Subdivision Modification Exhibit.

3. Except for those requirements specifically requested by the applicant to be modified, it is consistent with the applicable provisions of chapter 17.35 DMMC; and

Except the requirements stipulated in Chapter 17.35.070(1), which limits the number of lots that can be served by a private access road, the development will be consistent with:

- Chapter 17.35.070(2), the minimum width of the driveway to serve one lot is 20 feet;
 - Chapter 17.35.070(3), no lot will have an easement across another lot for vehicular access in the proposed development;
4. There are adequate provisions for open spaces, drainage ways, rights-of-way, sidewalks, and other planning features that assure safe walking conditions for pedestrians, including students who walk to and from school, easements, water supplies, sanitary waste, fire protection, power service, parks, playgrounds, and schools; and
The frontage improvements along 222nd Street will include new paving, curb, gutter, sidewalk, underground utilities, and street lighting as required by the City. ADA ramp design will meet all applicable requirements. A new fire hydrant will be provided. 15-foot-wide public water and sewer easements are proposed and a minimum of 10 feet of separation will be provided.
 5. It serves the public use and interest and is consistent with the public health, safety, and welfare. The City Council shall be guided by the policy and standards and may exercise the powers and authority set forth in chapter 58.17 RCW, as presently constituted or as may be subsequently amended; and
This project will provide appropriate provisions for the public health, safety, and general welfare, and the public use and interest will be served by the platting of such subdivision and dedication as described in chapter RCW 58.17.110 (a) & (b). Currently there are two separate existing driveways serving each parcel. One is on the east side of the property serving parcel 0922049097 and is adjacent to the driveway for the eastern neighbor's parcel. The other one is in the center of the south property line of parcel 0922049401. The proposed private access will serve both parcels that are being subdivided with a single access which will have an entrance 135 feet from the east property line. The

separation between the new driveway entrance to the existing driveway on the property to the east will be increased, thereby increasing the safety for both properties. In addition, the existing driveway is directly in line with the driveway for parcel 0922049130 which is on the south side of South 222nd Street. The new driveway will reduce the congestion of vehicles around these driveway entrances and increase safety by increasing the separation of the driveways. Allowing eight residential units to access from a single private access road is not expected to have a negative impact on public use of South 222nd Street or on public health, safety, and welfare, especially since the City is already working towards incorporating the same expansion of the capacity of private roads into their municipal code.

6. The proposed modified subdivision/short subdivision provides for coordinated development with adjoining properties or future development of adjoining properties including but not limited to provisions for improved or shared access where appropriate; and
The parcel to the north of the property currently is owned and used by the City as a park and public facility. It is not expected that there will be future development of their properties adjacent to this development. The increased separation from the driveway on the east side of the property is beneficial to the future development of the property to the east since it will give them more flexibility and separation between driveways.
7. The applicant has demonstrated that the proposal includes design features or improvements which are beneficial to the public, typically not found in traditional subdivision proposals, and equivalent in scale or value to the improvements or requirements from which the proposal deviates; and
The proposed private access will serve eight lots with a single access, rather than building two private accesses serving only four lots each. It will reduce the total pollution-generating impervious surface constructed by the project and increase the separation from the neighboring driveway to the east. The private access will end with a cul-de-sac to meet the fire services requirement. Traditionally, the City's standards require a hammerhead turnaround for an access serving 7 to 10 lots. The cul-de-sac will provide more maneuvering space than the hammerhead, and it will enhance safety and reduce the congestion of the traffic inside the subdivision.

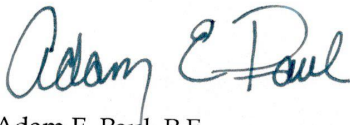
8. In subdivisions containing tracts for wetlands, streams, or required buffers, as required by DMMC 17.35.190, the minimum lot size established by Title 18 DMMC for the zone classification assigned to the property proposed to be subdivided may be reduced, provided:
- (a) The number of lots within the subdivision shall be no more than allowed by Title 18 DMMC under the provisions for limited density transfer for environmentally critical areas; and
 - (b) Adequate recreation area shall be provided on each lot or by establishing a separate recreation tract in addition to that required by DMMC 17.35.180. [Ord. 1585 § 70, 2013.].

There are no wetland, streams, or required buffers in this proposed subdivision.

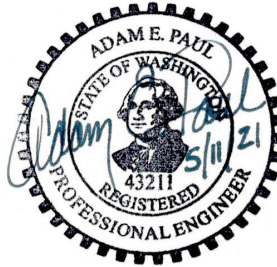
If you have any question or require additional information, please feel free to contact us at (253) 737-4173.

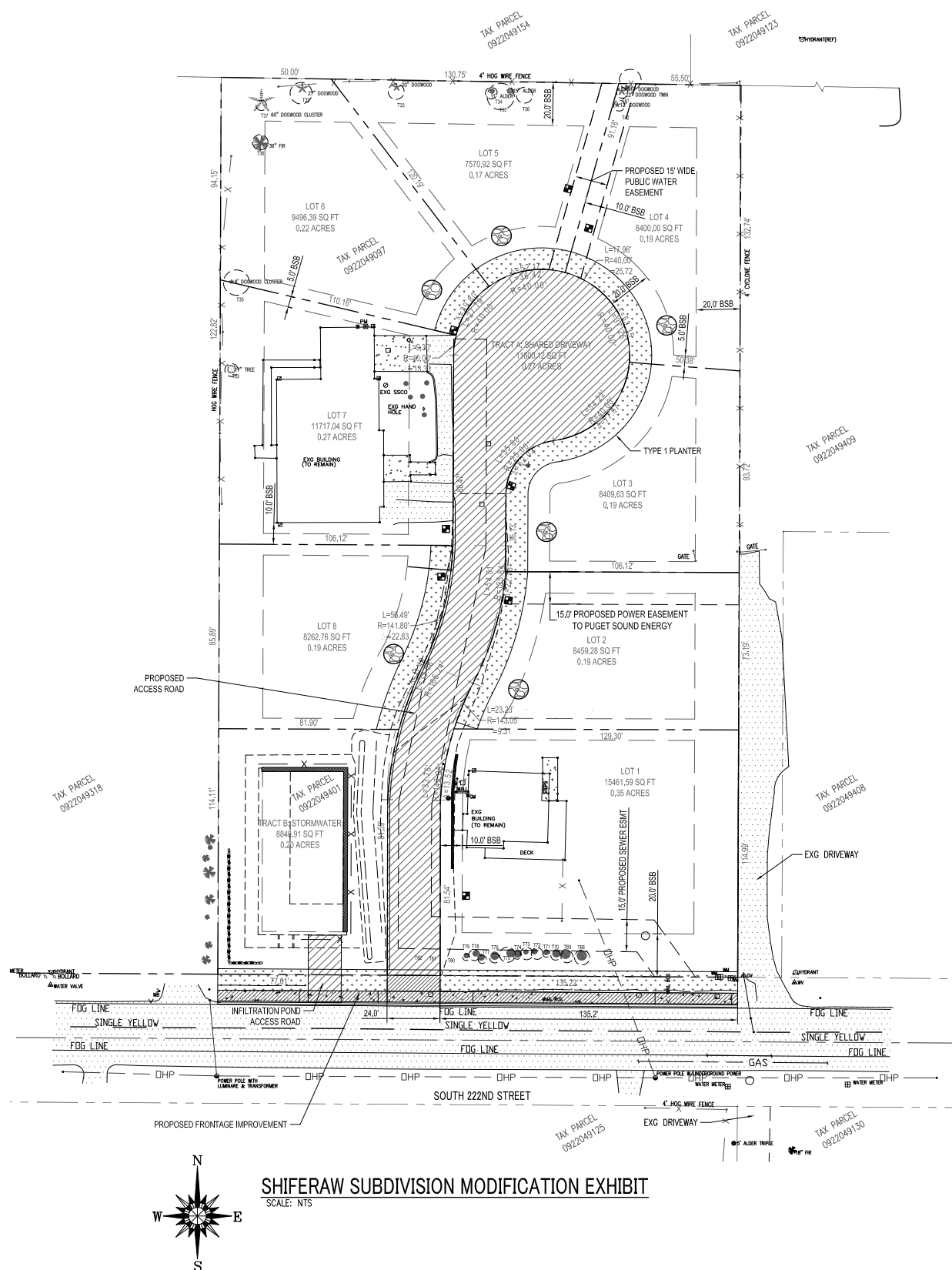
Sincerely,

AP CONSULTING ENGINEERS PLLC



Adam E. Paul, P.E.
Principal Civil Engineer





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LUA2019-0063: Shiferaw Short Plat



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City of Des Moines

Attachment #4



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



September 21, 2022

AP Consulting Engineers PLLC
Attn: Adam Paul, PE
1519 West Valley Highway North, Suite 101
Auburn, WA 98001

SENT VIA EMAIL

Re: Shiferaw Modified Short Plat – LUA2019-0063; Preliminary Plat Approval

Dear Mr. Paul,

The purpose of this letter is to provide written notice that City staff has approved, with conditions, the Preliminary Shiferaw Modified Short Subdivision at 2056 and 2072 South 222nd St., pending concurrence by the Des Moines City Council.

Per Des Moines Municipal Code (DMMC) 17.15.060(3), the planning official shall provide notice of the modified short subdivision decision and written findings to the City Council at a regularly scheduled public meeting. The City Council shall by motion decide whether to concur with the decision or review further. The decision shall not be considered final until City Council action on the matter is complete.

City staff has determined that the preliminary modified short subdivision is consistent with the approval criteria established by DMMC 17.15.070. The approval of a preliminary modified short subdivision by the City constitutes approval only of the general concept and layout of the plat. Preliminary approval does not signify acceptance of all engineering details of the plat. These engineering details remain subject to approval and must be complete before final short plat approval.

The modified short subdivision process provides a mechanism whereby an applicant may propose, and the City may consider and approve, an innovative or unusual subdivision that does not comply with one or more of the requirements specified in chapter 17.35 DMMC – Layout and Design of Subdivisions and Similar Requirements. The aspect of this application that does not meet standard subdivision requirements is that, per DMMC 17.35.070(1), the subdivision exceeds the number of lots allowed to be served by a vehicular access tract (Tract A). Per DMMC 17.15.060(2), unique design features not ordinarily provided in traditional subdivisions/short subdivisions shall be incorporated into the proposal to offset the need for the modified standards.

The following conditions of approval shall apply:

- To offset the proposed deviation to the amount of lots allowed to be served by a vehicular access tract, a Type III – See-through Buffer landscaping strip as defined by DMMC 18.195.400 will be provided around the perimeter of the subdivision (north, east, and west sides) for privacy screening for the adjacent lot owners.

- DMMC 17.35.180 requires that the applicant requesting a subdivision develops, dedicates, and improves space for use as a public park or provides a payment in lieu of this dedication. The applicant will be required to pay the park in-lieu fee at the time of final plat in order to meet this park requirement.
- Per DMMC 18.235.050, multiple building permit applications by the same applicant or one standing in privity to the applicant for the construction of a series of single-family dwellings in the same subdivision or short subdivision are considered regulated improvements requiring a separate design review application.

The applicant shall submit detailed design documents for all required right-of-way, utility, or other improvements to the Planning, Building, and Public Works Department upon approval of the preliminary plat by City Council. See the current fee schedule for Engineering Plan Review. These documents shall be reviewed and approved by the City. Once the improvements have been substantially completed, the applicant may apply for final plat approval.

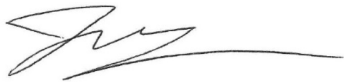
For Civil Plan Review submittal:

1. The applicant shall submit a Grading Permit application in conjunction with the civil plans. Application and fee schedules are available at https://www.desmoineswa.gov/departments/planning_and_building/development_services/permit_applications_worksheets. Engineering Plan Review fees per the current fee schedule will also be due with the civil plan submittal.
2. The applicant shall submit a Bond Quantity Worksheet for all required right-of-way, utility, or other improvements. Links: [PDF](#) | [XLS](#)
3. A separate Right-of-Way Permit will be required for any work within public rights-of-way.

DMMC 17.12.180 requires that the applicant submit the final short plat documents, together with required recording fees, to the City for recording with the county auditor within six months from the date of approval. If the final documents are not submitted within six months, the short plat is deemed void and any development rights that have vested in the applicant shall be considered abandoned.

The decision to approve or deny this application is a Type II land use action, which is appealable to the Hearing Examiner as provided in DMMC 18.20.170 and 18.240.170. An appeal must be filed with the City Clerk within ten (10) days from the final decision date.

Sincerely,



Jason Woycke, AICP – Senior Planner
City of Des Moines, Community Development
Email: jwoycke@desmoineswa.gov
Phone: 206-870-6551

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 24th Ave S Improvements Project, On-
Call General Civil Engineering
Services Task Assignment–with
Parametrix

FOR AGENDA OF: Oct 6, 2022

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: Sept 29, 2022

ATTACHMENTS:

1. Parametrix Inc., 2020-2021 On-Call
General Civil Engineering Services
Amendment Task Assignment 2020-01.03
2. 2023 – 2028 CIP Budget Worksheets

CLEARANCES:

- ☐ City Clerk _____
- ☐ Community Development _____
- ☐ Courts _____
- ☐ Director of Marina Redevelopment _____
- ☐ Emergency Management _____
- ☒ Finance *Barbara White*
- ☐ Human Resources _____
- ☒ Legal */s/ TG*
- ☐ Marina _____
- ☐ Police _____
- ☐ Parks, Recreation & Senior Services _____
- ☒ Public Works *Shirley Davis*

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

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval for the 2020-2021 On-Call General Civil Engineering Services Amendment Task Assignment 2020-01.03 (Attachment 1) with Parametrix, Inc. to provide engineering services for the 24th Ave S Improvements Project, Kent-Des Moines Rd. (SR 516) to S. 223rd St. The following motions will appear on the consent calendar:

Suggested Motion

Motion 1: “I move to approve 2020-2021 On-Call General Civil Engineering Task Assignment 2020-01.03 with Parametrix Inc., to provide engineering services for the 24th Ave S Improvements Project, Kent-Des Moines Rd. to S. 223rd St., in the amount of \$84,235.84, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.”

Background

The 24th Ave S Improvements Project (Kent-Des Moines Rd. (SR 516) to S 223rd St) is an element of the adopted City of Des Moines Comprehensive Transportation Plan (CTP), Transportation Improvement Plan (TIP), and Capital Improvement Plan (CIP). This project is Segment 2 of the 24th Ave S Corridor Improvements, with future Segment 1 improvements designated between S 223rd St and S 216th St.

The 24th Ave S corridor is a critical north-south arterial roadway connecting Kent-Des Moines Road, two public schools, and multiple churches with the Des Moines Creek Business Park, Federal Aviation Administration regional headquarters, Prologis, SeaTac commercial aviation support, Angle Lake Sound Transit Light Rail Station, and SeaTac International Airport. The recently completed Transportation Gateway Projects just north of the project on S 216th Street and 24th Ave S, between S 216th Street and S 208th Street, have supported growing capacity and development as defined in the City's Comprehensive Transportation Plan.

This project proposes to construct sidewalks, bike lanes, reduced travel lane widths for traffic calming, two-way left turn lane, storm drainage, and illumination. The project will improve non-motorized user safety by the construction of bike lanes and ADA sidewalks on both sides of the roadway and enhanced pedestrian crossings near Midway Elementary and Pacific Middle schools.

During major storms the drainage system along the east side of 24th Ave S often exceeds the system capacity and will flow over 24th Ave S. These overflows are then conveyed along the west side of 24th Ave S, bypassing the trunk line and flooding properties south of Pacific Middle School and S 227th Street. The trunk line along the east side of 24th Ave S conveys flows to the City Park detention facility which is sized to accommodate future storm events. This project is recommended in the 1992 Massey Creek Basin Plan and is identified as Projects No. 5 and 23 of the 2015 Surface Water Comprehensive Plan.

At the February 13, 2020 City Council meeting, the City Council accepted \$3,663,432 from the Washington State Transportation Improvement Board (TIB) for project funding support to complete design, Right-of-Way Acquisition, and construction.

At the May 7, 2020 City Council meeting, the City Council approved a task assignment with Parametrix for design and permitting of the 24th Ave South Improvements Project under the 2020-2021 On-Call General Civil Engineering Services Contract.

On December 15, 2021, City staff held a virtual public open house to provide information and updates to the community. All properties along the proposed project were notified by mail of the public house as well as public notification via the City's website. Staff has also regularly updated the project website to include current progress of the project.

At the February 10, 2022 City Council meeting, the City Council approved the CenturyLink Agreement Redesign along 24th Ave S and approve a task assignment with Parametrix under the 2022-2023 On-Call General Civil Engineering Services Contract for project redesign.

At the May 12, 2022 City Council meeting, the City Council approved a task assignment with Parametrix for right-of-way acquisition services on the 24th Ave South Improvements Project under the 2022-2023 On-Call General Civil Engineering Services Contract. The consultant team is currently pursuing right-of-way acquisitions.

Discussion

The project design is 90% complete and expected to be prepared for bid following right-of-way acquisition. During the design phase of the project, the City met with franchise utility providers to inform them of the City's plans, request identification of utility conflicts with the proposed improvements, and to request their input and participation in the project where conflicts exist. The level of coordination and redesign needed to navigate the significant utility conflicts was unanticipated and has contributed to delaying the overall project schedule. As a result, the project requires additional consultant support and City resources to address these challenges.

In order to fulfill project design and prepare the project for advertisement in early 2023, consultant support is needed. The City's 2020-2021 On-call is utilized under an amendment to retain Parametrix, Inc. Parametrix has been previously tasked with providing preliminary engineering design, permitting, and right-of-way acquisition services for the 24th Ave S Improvements Project and their continued support is needed to complete the design of the project and mitigate further schedule delays.

Alternatives

The City Council could elect not to approve the 2020-2021 On-Call General Civil Engineering Services Amendment Task Order 2020-01.03 with Parametrix Inc. (Attachment 1) for engineering design services. The City does not have adequate resources to complete the project design. This will delay the project construction schedule as well as jeopardize the current and any future TIB project funding opportunities.

Financial Impact

The City's adopted CIP Budget Worksheets include revenue to achieve full funding for this Consultant Services Contract (Attachment 2).

Recommendation

Staff recommends adoption of the motion.

Council Committee Review

Not Applicable

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FORMAL TASK ASSIGNMENT DOCUMENT

Task Number TA 2020-01.03

The general provisions and clauses of Agreement 19-162 Consultant Services Contract between the City of Des Moines and Parametrix, Inc. for 2020-2021 On-Call General Civil Eng. Services

Shall be in full force and effect for this Task Assignment.

Location of Project: 24th Avenue South from Kent-Des Moines Road to South 223rd Street
Des Moines, Washington

Project Title: 24th Avenue South

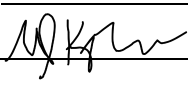
Maximum Amount Payable Per Task Assignment: \$517,229.66

Completion Date: March 31, 2023

Description of Work: See attached Scope of Work and Budget Estimate (existing budget is \$432,993.82 plus this amendment for \$84,235.84 = \$517,229.66)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Attachment Dated: _____

Consultant Signature:  Date: 9/8/2022

Agency Approving Authority: _____ Date: _____

SCOPE OF WORK

City of Des Moines
24th Avenue South
Amendment No. 3

INTRODUCTION

The City of Des Moines retained Parametrix for the design of the Phase 2 improvements to 24th Avenue South from Kent-Des Moines Rd to S 223rd Street. The project will improve safety and mobility for all modes of transportation and will include the following improvements:

- Curb, gutter, bike lanes, and sidewalks (both sides).
- Reduced travel lane widths to reduce operating speeds and calm traffic.
- Continuous center turn lane.
- Storm drainage improvements that will convey regional drainage (24th Avenue Pipeline Replacement Project).
- Enhanced pedestrian crossings near Midway Elementary, Pacific Middle School, and Mt. Rainier High School.
- Street Lighting.

Over the course of the project, additional challenges related to existing utilities, right-of-way acquisition, and design complexity have resulted in the need to extend the project timeline more than one additional year and to further evaluate and adjust the design beyond what was anticipated in the initial scope of services.

The project is currently at a 90% design level and the following services are necessary to finalize the design, prepare bidding documents, and advertise the project.

TASK 01 – ROADWAY DESIGN

Subtask 09 – 100% Submittal

Objective/Goal

Parametrix will prepare a 100% submittal for final review by the City prior to the preparation of final bidding documents. The submittal will include 100% plans, opinion of cost, and contract specifications.

The following specific tasks will be completed to advance the design from 90% to 100%.

- Incorporate 90% Comments that have been documented by the City and Project Team.
- Finalize Verra Mobility Revisions.
- Relocate Fire Department connection (FDC) and post indicator valve (PIV).

SCOPE OF WORK (continued)

- Finalize draft Stormwater Pollution Prevention Plan (SWPPP) for National Pollutant Discharge Elimination System (NPDES) coverage.
- Finalize the drainage report.
- Finalize storm sewer water quality and infiltration design.
- Finalize the grading on the 226th intersection.
- Revise plans to incorporate bus ramps and shelters.
- Update and finalize the contract specifications.
- Update/revise the plan and profile from STA 13+00 to 16+00 to reduce driveway grades and update driveway tables.
- Add fencing at retaining walls where appropriate.
- Perform a final quality control audit of the plans, specifications, and opinion of cost prior to submittal to the City.

Deliverables

- 100% Plans in PDF format
- 100% Opinion of Cost in MS Excel format
- 100% Contract Specifications in PDF format
- Drainage Report and draft SWPPP in PDF format

Assumptions

- The budget estimate is based on the specific tasks/work elements included above. Additional changes or revisions are not included.

Subtask 10 – Final Contract Documents

Objective/Goal

Parametrix will prepare Final Contract Documents for advertisement by the City.

Approach

Parametrix will incorporate final minor comments from the City and will assemble the Contract Plans and Contract Specifications for posting on Builders Exchange of Washington for online bidding.

Deliverables

- Contract Plans and Specifications in PDF format
- Final Opinion of Cost in PDF format (and Microsoft Excel for use in tabulating bids)

Assumptions

- All deliverables will be in electronic format.

SCOPE OF WORK (continued)

Subtask 11 – Bid Assistance

Objective/Goal

Parametrix staff will be available to assist the City during bidding.

Approach

The task is undefined and work will be as assigned by City staff. The work is limited to response to bidder questions and the preparation of addenda, if necessary.

Deliverables

- Written responses to bidder questions
- Addenda in PDF format

Assumptions

- The scope of this subtask is undefined and, therefore, we have included a reasonable number of hours for various staff that would typically be used to support the City during bidding. Services will be provided up to the budgeted amount and only upon request by City staff.

Subtask 12 – Additional Task Administration

Objectives

The objective of this task is to provide overall project management of the task order with the City.

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Bi-weekly design team meetings with an issues list to document project design decisions.
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

Deliverables

Deliverables for this task include the following:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

Assumptions

Assumptions for this task include the following:

- Project duration is assumed to be through March of 2023.
- Budget assumes 24 weekly meetings limited to 15 to no more than 30 minutes each.

Client: City of Des Moines
Project: 24th Avenue S Phase 1 Improvements

Task 01.03 - Amendment No. 3

Task 01.03 - Amendment No. 3 Budget Estimate						
Task	SubTask	Description	Labor Dollars	Labor Hours		
01		Design	\$84,235.84	420	32	
	09	100% Submittal	\$58,459.93	288	32	Sr Consultant
		Incorporate 90% Comments	\$8,482.36	48		Cynthia M. Clark
		Finalize Verra Mobility Revisions	\$2,209.26	12		Austin Fisher
		Relocate FDC and PIV	\$3,386.54	20		John M. Betzvog
		Finalize SWPPP - NPDES Coverage	\$2,780.21	8		Marc E. Kendall
		Finalize Drainage Report	\$5,560.43	16		Christy Pope
		Finalize Storm Sewer WQ/Infil. Design	\$5,453.95	28		Becky J. Taylor
		Finalize 226th Intersection	\$1,354.62	8		Kassie N. Winters
		Revise plans to finalize Bus Ramps/Shelters	\$1,354.62	8		
		Finalize Contract Specifications	\$12,452.59	76		
		Update plan/profile for revised grade STA 13+00 to 16+00 and update Driveway Tables	\$2,709.23	16		
		Add fencing at retaining wall locations	\$2,709.23	16		
		QA/QC	\$10,006.89	32	32	
	10	Final Contract Documents	\$12,991.89	72	0	
		Incorporate Final City Comments	\$8,588.09	48		
		Prepare Bid Docs for Online Posting	\$4,403.80	24		
	11	Bid Assistance	\$4,481.77	22	0	
		Bid Assistance	\$4,481.77	22		
	12	Additional Task Administration	\$8,302.24	38	0	
		Progress Reports & Invoices	\$4,826.98	28		
		Meetings and Coordination	\$3,475.27	10		

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Attachment #2

CITY OF DES MOINES 2023-2028 CAPITAL IMPROVEMENT PLAN (Amount in Thousands)

24th Ave S. Improvements Project (Segment 2)

Project #

TRCIP0010

Previous Project #

319,606

CIP Category: Transportation - Capital Projects

Managing Department: Plan, Build & PW Admin

Summary Project Description:

Construct 3-lane roadway with bike lanes and sidewalks, two-way left turn lane, illumination, storm drainage, and pedestrian cross-walks from S. 224th Street to Kent-Des Moines Road. This project will be completed in conjunction with SWM's 24th Ave. Pipeline Replacement project extension to South 227th Street.

Justification/Benefits: Provides safer pedestrian and multi-modal mobility especially for school aged children. This project is adjacent to Midway Elementary and Pacific Middle School which has been identified as a top ranking priority project in the HEAL funded Safe Routes to School study/inventory.

PROJECT SCOPE			
Expenditures	Current Budget	Requested Change	Total Budget
Design	504	35	539
Land & Right of Way	163	55	220
Construction	4,387	1	4,388
Contingency	450	106	556
Total Expenditures	5,506	197	5,703

ANNUAL ALLOCATION									
Project to Date	Scheduled Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year
12/31/21	2022	2023	2024	2025	2026	2027	2028		
449	90	-	-	-	-	-	-	-	-
-	100	120	-	-	-	-	-	-	-
1	-	4,387	-	-	-	-	-	-	-
-	-	556	-	-	-	-	-	-	-
450	190	5,063	-	-	-	-	-	-	-

Funding Sources			
	Current Budget	Requested Change	Total Budget
ASE (Automated Speed Enforcement) Transfer	328	(74)	254
Traffic Impact Fees - City Wide	933	(52)	881
ROW In-Lieu	200	-	200
Arterial Pavement Fund	382	(26)	356
Private Contributions (Franchise Utility)	-	349	349
TIB Grant (Secured)	3,663	-	3,663
Total Funding	5,506	197	5,703
Funding Shortfall/Excess	-	-	-

Project to Date	Scheduled Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year	Plan Year
12/31/21	2022	2023	2024	2025	2026	2027	2028		
254	-	-	-	-	-	-	-	-	-
32	-	849	-	-	-	-	-	-	-
-	-	200	-	-	-	-	-	-	-
-	-	356	-	-	-	-	-	-	-
-	62	287	-	-	-	-	-	-	-
196	96	3,371	-	-	-	-	-	-	-
482	158	5,063	-	-	-	-	-	-	-

OPERATING IMPACT			
Operating Impact			6 Year Total
Revenue	-	-	-
Expenses	-	-	-
Net Impact	-	-	-

ANNUAL OPERATING IMPACT							
12/31/21	2022	2023	2024	2025	2026	2027	2028
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

*SWM portion of project detailed on project 451.815.

CITY OF DES MOINES
2023-2028 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)

24th Ave Pipeline Replacement/Upgrade

Project # SWCIP0002
451,815

Summary Project Description:

CLIP Category: Surface Water Management

Managing Department: Plan, Build & PV Admin

Replacement of existing storm drainage system on 24th Avenue from S. 224th to S. 227th Street with approximately 1,100 feet of 36-inch pipe and from S. 223rd to S. 224th with approximately 570 feet of 24-inch diameter pipe. This project will coincide with the 24th Avenue S. Improvement Project (Transportation).

Justification/Benefits: During major storms the drainage system along the east side of 24th Avenue between S. 226th and S. 227th overflows to the pipe system on the west side. These overflows bypass the trunk system which conveys flows to the City Park detention facility and flood properties south of 227th south of Pacific Middle School. This project is recommended in the 1992 Massey Creek Basin Plan and is identified as Projects No. 5 and 23 of the 2015 Surface Water Comprehensive Plan.

PROJECT SCOPE				ANNUAL ALLOCATION								
Expenditures		Current Budget	Requested Change	Total Budget	Project to Date 12/31/21	Scheduled Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027	Plan Year 2028
Design		124	89	213	122	91	-	-	-	-	-	-
Land & Right of Way		-	-	-	-	-	-	-	-	-	-	-
Construction		737	1	738	2	-	736	-	-	-	-	-
Contingency		230	(18)	212	-	-	212	-	-	-	-	-
Total Expenditures		1,091	72	1,163	124	91	948	-	-	-	-	-

Funding Sources		Current Budget	Requested Change	Total Budget	Project to Date 12/31/21	Scheduled Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027	Plan Year 2028
SWM Capital Fund Balance		1,091	72	1,163	124	91	948	-	-	-	-	-
Total Funding		1,091	72	1,163	124	91	948	-	-	-	-	-
Funding Shortfall/Excess		-	-	-								

OPERATING IMPACT				ANNUAL OPERATING IMPACT							
Operating Impact			6 Year Total	12/31/21	2022	2023	2024	2025	2026	2027	2028
Revenue		-	-	-	-	-	-	-	-	-	-
Expenses		-	-	-	-	-	-	-	-	-	-
Net Impact		-	-	-	-	-	-	-	-	-	-

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Redondo Boat Ramp Boarding Floats
-Request to Reject Bids.

FOR AGENDA OF: October 6, 2022

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: September 27, 2022

ATTACHMENTS:

1. Engineers Recommendation.

CLEARANCES:

- ☐ City Clerk _____
- ☐ Community Development _____
- ☐ Courts _____
- ☒ Director of Marina Redevelopment *[Signature]*
- ☐ Emergency Management _____
- ☒ Finance *[Signature]*
- ☐ Human Resources _____
- ☒ Legal /s/TG
- ☒ Marina *[Signature]*
- ☐ Police _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Public Works _____

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

Purpose and Recommendation

The purpose of this agenda item is to seek Councils concurrence on rejecting bids for construction and delivery of the new boarding floats for the Redondo Boat Ramp. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion 1: "I move to reject the bids received for the Redondo Boat Ramp Boarding Floats Project."

Background

The Marina's staff began the planning and permitting for replacement of the south float string at the Redondo Boat Ramp in 2019. Staff applied for, and received a grant from the State's Boating Facilities Fund in 2019 that will fund approximately 50% of the project cost. The remaining funding is to be

provided by the City's CIP fund. After long delays, (due to the pandemic and permitting), the project was advertised for bids in July 2022.

Discussion

The bids for the project were due on August 25th (Opened and read by the City Clerk's office). The City received two bids:

Marine Floats Corporation	\$598,941.80
Matheus Lumber Co, Inc.	\$405,909.40

In May 2022, Reid Middleton Engineers, the consulting firm that designed the new floats, provided a cost estimate for the project of \$349,000. The staff requested Reid Middleton to review the bids and provide their recommendation. (Attached). Reid Middleton's determination was that Marine Floats bid is "significantly outside the expected bid range" and that Matheus Lumber Co, while their bid is within the expect bid range, neglected to include the required bond with their bid. The City Attorney's Office has determined that failing to provide a bid bond is a "material irregularity that disqualifies a bidder."

Alternatives

Staff believes there are no alternatives in this situation. Even if the City sets aside Reid Middleton's analysis, the funding is not available to accept the higher bid. Annual parking revenue attributed to the use of the ramp at Redondo does not support the higher cost from a financial perspective. The most favorable and realistic alternative is to reject both bids and look for alternatives.

Financial Impact

The financial impact is undetermined at this time. Currently the project funding is approximately \$180,000 less than the lowest bid received in August. Staff is working with the City's Finance Director along with the State's Recreation and Conservation Office (RCO) to determine if more funding is available.

Recommendation

Staff recommends that the Council reject the two bids and direct staff to continue pursuing more funding opportunities and options on the project.



Everett, WA 98204
Ph: 425/741-3800
www.reidmiddleton.com

728 134th Street SW, Suite 200

MEMORANDUM

To: Joe Dusenbury, City of Des Moines

From: Willy Ahn and Blaine McRae, Reid Middleton

A green ink signature, likely belonging to Willy Ahn, written in a cursive style.

Blaine McRae

Date: September 7, 2022

File No.: 242019.021

Subject: Bid Results Discussion

The two bid results for the Redondo Boarding Floats were higher than the Engineer's Estimate. The Engineer's Estimate was \$349,000 and the two bids received were \$405,909.40 (Matheus Lumber) and \$598,941.80 (Marine Floats Corp.).

The high bidder (Marine Floats Corp.) is approximately 72% higher (\$249,942) than the Engineer's Estimate. This bid is significantly outside the expected bid range. This is likely due to the reasons listed below and may also be due to premiums and additional markups from sub-contractors and manufacturers/suppliers since the bidder is a general contractor.

The low bidder (Matheus Lumber) is approximately 16% higher (\$56,909.40) than the Engineer's Estimate. While the bid is above the Engineer's Estimate, it is still within the expected range for the project. Below is a discussion of the possible main reasons for the higher bid price received.

Pricing Escalation:

The Engineer's Estimate was completed on May 11, 2022, and bids were submitted on August 23 and 25th by the two bidders. The Engineer's Estimate did not include any escalations. Bid submittal was approximately 3.5 months after the Engineer's Estimate was prepared. Prices have been escalating over the last two years by 15-30% per year; therefore, the anticipated escalation over approximately four months would be 5-10%.

Materials & Labor Pricing Volatility:

Material prices have continued to increase due to supply/availability as well as increased demand. In addition, labor costs have increased significantly as well. The low bid (Matheus) cost per square foot for floats is \$447/SF. The Engineer's Estimate cost per square foot for floats is \$383/SF. The Engineer's Estimate was based on discussions and contact with various suppliers and manufacturers for individual material elements. The bidder price per square foot for the

floats is higher than expected. However, if there is limited availability for some float material elements, pricing could have increased both to secure materials as well as for expedited shipping or shipping from locations significantly further away. Due to current shortages of available labor, there may also be an increase in labor costs (wage increases, overtime, etc.) that could be a significant factor in the overall pricing.

Manufacturer / Contractor Availability:

Float manufacturer/contractor availability may have affected pricing as well. Only two bidders would indicate that float manufacturers/contractors already have full schedules for building floats this year, and adding an additional project would come at an increased cost.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: South 216th Street Pedestrian Bridge
Easement to Wesley Homes Des Moines

ATTACHMENTS:

1. Pedestrian Bridge Easement Agreement

FOR AGENDA OF: October 6, 2022

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: September 28, 2022

CLEARANCES:

- ☐ City Clerk _____
- ☒ Community Development DEL
- ☐ Courts _____
- ☐ Director of Marina Redevelopment _____
- ☐ Emergency Management _____
- ☐ Finance _____
- ☐ Human Resources _____
- ☒ Legal /s/ TG
- ☐ Marina _____
- ☐ Police _____
- ☐ Parks, Recreation & Senior Services _____
- ☒ Public Works Richard Hines

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval for the Pedestrian Bridge Easement Agreement (Attachment 1) with Wesley Homes Des Moines. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to approve the Pedestrian Bridge Easement Agreement with Wesley Homes Des Moines, LLC and authorize the City Manager to sign the Agreement substantially in the form as submitted."

Background

Wesley Homes, 815 South 216th Street, has submitted and received approved grading and building permits for the construction of phase 3, which would complete redevelopment of the campus per the Wesley Homes Master Plan. As a part of this phase, Wesley Homes has proposed a pedestrian bridge over South 216th Street that would link the newly constructed Gardens Building with the existing Terrace Building on the north campus as shown in Attachment 1.

At the February 11, 2021 City Council meeting, the City Council approved the general concept of a private pedestrian bridge over South 216th Street to be owned and maintained by Wesley Homes, and directed Administration to prepare a draft agreement for a pedestrian bridge with Wesley Homes for future Council consideration.

In May 2022, building and grading permits for the construction of the pedestrian bridge were approved by the City under the condition that an agreement be executed between the City and Wesley Homes.

Discussion

A pedestrian bridge creates a unique opportunity for a visually appealing gateway feature in the City. Under this Agreement (Attachment 1), the City agrees to grant and convey to Wesley Homes an easement for purposes of a pedestrian bridge over South 216th Street, connecting the newly constructed Gardens Building with the existing Terrace Building. The pedestrian bridge will be owned and maintained by Wesley Homes per the easement.

The City will require an annual fee for use of the easement. In-lieu of payment to the City, Wesley Homes may offer to construct and install a City of Des Moines sign on the pedestrian bridge structure over South 216th Street.

Alternatives

The City Council may elect not to accept the easement agreement for the pedestrian bridge. Wesley Homes would be required per conditions of their issued permits to resubmit construction plans without a pedestrian bridge.

Financial Impact

An annual fee for the easement is required.

Recommendation

Staff recommends adoption of the motion.

Council Committee Review

Not applicable.

THIS INSTRUMENT PREPARED BY

AND RETURN TO:

Taria Keane, City Clerk
21630 11th AVE S, SUITE A
DES MOINES, WA 98198

PEDESTRIAN BRIDGE EASEMENT AGREEMENT

THIS BRIDGE EASEMENT AGREEMENT (“**Agreement**” or “**Easement Agreement**”) is made and entered into as of the day of _____, 2022, by and between **WESLEY HOMES DES MOINES, LLC**, a Washington not-for-profit corporation, doing business as **WESLEY DES MOINES**, whose address is 815 South 216th Street, Des Moines, WA 98198-6332 (“**Wesley**” or “**Owner**”), and the **CITY OF DES MOINES**, a municipal corporation organized and existing under the laws of the State of Washington (the “**City**”).

WITNESSETH:

WHEREAS, the City is the owner of that certain roadway located in King County, Washington and known and hereinafter referred to as “**South 216th Street**”; (all such capitalized terms being defined below); and

WHEREAS, Wesley intends to construct a “**Pedestrian Bridge**” from the “**Terrace Building**” over South 216th Street to the “**Gardens Building**” as depicted in Exhibit “A” attached hereto and made a part hereof by this reference; and

WHEREAS, the Pedestrian Bridge will provide safe and convenient access across South 216th Street for Wesley staff, as well as their residents, families and friends; and

WHEREAS, Wesley shall cooperate with the City in designing and constructing ground-level and aerial improvements in the vicinity of the Pedestrian Bridge; and

WHEREAS, the City has approved grading permit LUA2020-0036 and building permit BLD2020-0669 associated with the design and construction of the Pedestrian Bridge, under the condition that an easement is required.

WHEREAS, the City has agreed to grant to Wesley an easement to allow the construction and use of the Pedestrian Bridge over South 216th Street on the terms and conditions set forth herein.

NOW, THEREFORE, for an in consideration of the premises hereof, the sum of Ten and no/100ths Dollars (\$10.00) paid by Wesley to the City, and for other good and valuable considerations including Section 4 below, the receipt and sufficiency of which are hereby acknowledged, Wesley and the City hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. Definitions. The following terms shall have the following meanings throughout this Agreement:

A. **“Gardens Building”** means the proposed building to be constructed in conjunction with the Pedestrian Bridge to be owned by Wesley Des Moines on the south side of 216th Street.

B. **“Pedestrian Bridge”** means the enclosed pedestrian bridge from the Gardens Building over, upon and through the Pedestrian Bridge Easement Property to and connecting with the Terrace Building. The design of the Bridge is depicted in Exhibit “A”.

C. **“Pedestrian Bridge Easement Property”** means the air rights over that portion of South 216th Street right-of-way reasonably necessary for construction, operation and maintenance of the Pedestrian Bridge, as permitted by the City, and depicted in Exhibit “B”, attached hereto and made a part hereof by this reference.

D. **“South 216th Street”** means that certain roadway located in the City that runs west to east, from 7th Avenue South to City Limits at Interstate 5.

E. **“Terrace Building”** means the existing building owned by Wesley on the north side of 216th.

3. Pedestrian Bridge Easement. The City hereby grants and conveys to Wesley a perpetual, non-exclusive easement over and/or across the Pedestrian Bridge Easement Property for purposes of constructing, operating, repairing and maintaining the Pedestrian Bridge and for purposes of pedestrian access over and through the Pedestrian Bridge and all activities incidental and related thereto. This Easement is strictly limited to the extent reasonably necessary to construct, operate, repair and maintain the Pedestrian Bridge as permitted by the City.

4. Compensation.

(a) Annual Fee. Commencing on the day the Pedestrian Bridge is first opened for use, Wesley shall pay to the City an annual fee for such use. The annual fee shall be One Thousand Dollars (\$1,000) per year. This fee may be adjusted as provided herein. Payment must be received by January 15 of each successive year of the Agreement. Payment for the first year in which the Pedestrian Bridge is opened may be pro-rated based on the number of months it is in actual use.

(b) In-Kind Services. In lieu of direct payment of an easement use fee to the City, and following approval from the City, Wesley may offer to construct and install a “Des Moines” gateway type sign affixed to the west and east sides of the Pedestrian Bridge structure portion that is over South 216th Street. This sign shall be designed, fabricated, and installed in collaboration with City approval and may include, but not necessarily be limited to, urban design, engineering, permitting, backlighting, multi-surfaces, textures, colors etc. to maintain corridor Gateway themes.

5. Design and Construction of the Pedestrian Bridge.

(a) Permits. Wesley shall be required to secure all necessary permits for the Pedestrian Bridge that may include, but not be limited to Land Use, Building, and Right of Way.

(b) Design Standards. Current WSDOT Bridge Design Manual (M23-50) standards shall be utilized for the Pedestrian Bridge including seismic resiliency as South 216th Street is a major arterial and serves as a critical emergency response route. Seismic resiliency shall be defined by the bridge structure's ability to withstand collapse during a regional mega earthquake to ensure S 216th Street is unrestricted for use. Certification of seismic resiliency shall be provided by a licensed geotechnical or structural engineer licensed in the State of Washington.

Current WSDOT (M22-01 & M41-10), AASHTO, MUTCD, and City design standards shall be utilized to demonstrate to the City that Operations and Maintenance of South 216th Street will not be affected by the proposed Pedestrian Bridge. This shall include certifications by a licensed professional civil engineer in the State of Washington that existing traffic operational characteristics such as signal sight distances, pedestrian crosswalks, roadway illumination uniformity and illuminance, sight distance, stopping sight distance etc. are maintained. If any roadway operational characteristics are reduced or determined insufficient, Wesley shall be required to provide required mitigation to ensure compliance.

(c) Temporary Roadway Closures. Wesley shall be required to secure all necessary permits for temporary roadway closures for Pedestrian Bridge construction and ongoing operations and maintenance activities. This may include, but not be limited to Right of Way permits.

(d) Insurance and Indemnification During Design and Construction. Wesley shall require that the construction contractor (the "**Contractor**") for the Pedestrian Bridge, at all times during the construction of the Pedestrian Bridge, possesses: 1) worker's compensation insurance in the amount of the Washington Statutory Limit; 2) automobile liability insurance of at least \$2,000,000; and 3) Commercial General Liability insurance in the amount of at least \$5,000,000 per occurrence and \$5,000,000 general aggregate. All liability insurance shall be maintained throughout the course of the construction of the Pedestrian Bridge and for a period of three years thereafter as required by the City in order to protect the City from any covered liability, claims, damages, losses or expenses arising from or out of in any way connected with construction of the Pedestrian Bridge. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be listed as an additional insured on the automobile, general liability, and any excess/umbrella policies, using coverage at least as broad as ISO additional insured endorsement form CG 20 10 10 01 for ongoing operations and ISO CG 20 37 10 01 for completed operations. . In addition, the Contractor shall also be required to purchase and possess

Builder's Risk, "all risk", insurance covering physical loss and property damage, in the amount of at least the bid for the Pedestrian Bridge construction. The City shall be listed among the Loss Payees on the Builders Risk policy. Wesley shall require the Contractor to provide to the City proof of such insurance coverages, as described above, ten (10) days prior to commencement of construction of the Pedestrian Bridge. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Wesley shall require the Contractor to defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of Contractor's work, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability shall be only to the extent of the Contractor's negligence. Wesley shall require that it is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver must say it has been mutually negotiated by the parties and the provisions of the section shall survive the expiration or termination of the Agreement.

(e) Payment & Performance Bonds. Wesley shall require the Contractor to obtain performance and payment bonds, prior to commencement of construction of the Pedestrian Bridge and in a form acceptable to the City, with the penal amount of each bond equal to the contract amount for the Pedestrian Bridge. The Surety must be authorized to issue bonds in Washington. The City shall be listed as an obligee on each bond. Wesley shall act diligently to prevent construction liens from being filed on the property necessary for construction or operation of the Pedestrian Bridge. If a lien is filed, Wesley shall take the requisite action to have the lien removed.

(f) Warranty/Maintenance Bond. Prior to certification by the City as described in subparagraph (h) below, Wesley shall obtain from the Contractor a two-year warranty (in a form acceptable to the City) on the materials and work performed with regard to the Pedestrian Bridge. The City shall be named as additional beneficiary of the warranty/bond. The commencement date of the warranty/bond shall be the date upon which the Pedestrian Bridge is completed and certified by the City as described in subparagraph (e) below, unless otherwise agreed by the parties. In the event the Contractor does not carry the cost of any City-required bonds on the Pedestrian Bridge project, the Owner will elect to either reimburse the Contractor for the costs of providing the bonds to the City or provide the City-required bonds directly to the

City.

(g) Non-Conforming Work. In the event that, prior to certification by the City as described in subparagraph (h) below, work is discovered, whether by the City or Wesley, its consultants or contractors, which is defective or otherwise non-conforming to the requirements of the construction plans which have been permitted by the City, the City or Wesley shall promptly notify the other party of such defect or non-compliance. Wesley shall immediately cause such work to be removed and replaced with conforming work or otherwise remedy the non-conforming work to the satisfaction of the City. The City has final authority over the determination that certain work related to the Pedestrian Bridge is non-conforming or defective and that said non-conforming or defective work has been remedied, which determination shall be made in accordance with the City permitted construction plans. Any costs associated with correcting such deficient work shall be borne by Wesley. In any such event, determinations by the City will be communicated by the City to Wesley. Wesley will then provide direction to the Contractor, who is the agent of Wesley, to correct or remedy such deficient work. The foregoing shall not create any obligation or liability on the part of Wesley to undertake any corrective or remedial action on any work that is in conformance with the City approved construction documents.

(h) Certification. Upon completion of the Pedestrian Bridge and prior to opening the Pedestrian Bridge for use, the City shall conduct a final inspection. If the City determines that all work has been completed in conformance with the permitted construction plans and any other applicable construction, permitting or engineering requirements, the City shall notify Wesley in writing of said conformance. Upon receipt of the City's written notification, Wesley shall cause the Contractor to submit a final completion certification of the Pedestrian Bridge. This certification shall be accompanied by the As-Built drawings as well as any necessary warranties, waivers and releases from contractors, subcontractors and suppliers, test certifications, operation manuals and documentation of approval of the construction by governmental agencies having jurisdiction other than the City, if any. The City's determination under this subparagraph does not operate to impose any liability or responsibility on the City with respect to the Pedestrian Bridge, which remains the sole and exclusive responsibility of Wesley.

(i) Independent Contractors. Wesley, its agents, Contractor, subcontractors or design engineer, shall perform all activities that are outlined in this Agreement as independent entities and not as agents, employees or representatives of the City, or their employees or representatives. Nothing herein operates to impose any obligation, responsibility or liability upon the City with respect to the Pedestrian Bridge Easement Property or the construction, operation or maintenance of the Pedestrian Bridge.

6. Indemnification. To the extent permitted by law, Wesley shall indemnify, release and hold harmless the City, its agents, employees and elected and appointed officials, from and against all liability, claims, damages, losses and expenses (including all costs and attorney's fees and all costs and attorney's fees on appeal), arising out of or resulting from this Agreement, design, construction, operation, repair or maintenance of the Pedestrian Bridge, or which are caused in whole or in part, directly or indirectly, by Wesley or any of its contractors,

subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. This provision shall survive termination of this Agreement.

7. Insurance. During the entire term of this Easement Agreement, Wesley shall maintain 1) worker's compensation insurance in the amount of the Washington Statutory Limit; and 2) general liability insurance in the amount of \$5,000,000.00 per occurrence and \$5,000,000 general aggregate to protect the City from any liability arising from this Easement Agreement or Wesley's operation, repair and maintenance of the Pedestrian Bridge or which is caused in whole or in part, directly or indirectly, by Wesley or any of its contractors, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The City shall be listed as an additional insured on the above-referenced general liability policy with coverage at least as broad as ISO additional insurance endorsement form ISO CG 20 26. This provision shall survive termination of this Agreement to the extent necessary to protect the City from liability arising during the term of this Agreement.

8. Maintenance and Repairs. The Pedestrian Bridge shall be constructed, owned, maintained and repaired by Wesley, and Wesley hereby assumes any and all responsibility and liability with respect to, or arising from, or in any way associated with the construction, operation, and maintenance of the Pedestrian Bridge. Wesley shall comply with all applicable laws, rules and regulations, including environmental requirements, in its maintenance, repair and operation of the Bridge. The City has the right, but not the duty or obligation, to inspect the Pedestrian Bridge and the Pedestrian Bridge Easement Property at any time, so long as Wesley is provided prior notice and said inspection activities do not unreasonably interfere with the exercise of Wesley's rights hereunder. In the event Wesley fails to maintain the Pedestrian Bridge in good condition and in accordance with applicable laws and regulations, the City may give Wesley written notice thereof and Wesley shall be obligated to conduct such maintenance and correct such deficiency within a reasonable period of time. In the event Wesley fails to maintain the Pedestrian Bridge and correct any such deficiency within a reasonable time after such written notice by the City, then the City shall have the right, but not the obligation, to correct any such deficiency and Wesley shall then reimburse the City for the City's reasonable expenses in connection therewith, no less than sixty (60) days after written request by the City, failing which the full amount shall bear interest at the highest rate allowed by law and shall become a lien in favor of the City upon the adjacent Wesley property. The City's conduct of remedial action shall not operate to impose any obligation, responsibility or liability whatsoever upon the City. Furthermore, nothing herein operates to impose any obligation, responsibility or liability upon the City with respect to the Pedestrian Bridge Easement Property or the construction, operation, repair or maintenance of the Pedestrian Bridge.

9. Termination. This Agreement may be terminated by mutual consent of the parties hereto or upon default that is not cured within any applicable cure period. Except as otherwise agreed by said parties, Wesley shall remove the Pedestrian Bridge within one (1) year of termination of this Easement Agreement, said removal to occur in compliance with any and all applicable rules, laws and regulations. If Wesley fails to remove the Pedestrian Bridge within said one (1) year period, on sixty (60) days' advance notice the City may do so and in such case, Wesley shall reimburse the City for the City's reasonable expenses

in connection therewith, no less than sixty (60) days after written request by the City, failing which the full amount shall bear interest at the highest rate allowed by RCW 19.52.020, or its successor provision, and shall become a lien in favor of the City upon the adjacent Wesley property. Nothing herein obligates the City to take any action to remove the Pedestrian Bridge and the City's removal of the Pedestrian Bridge shall not operate to impose any obligation, responsibility or liability whatsoever upon the City with respect to this Agreement.

10. Defaults. Failure by either the City or Wesley to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Agreement to be performed by each of them, respectively, shall constitute a default under this Agreement, and (i) if such default is not cured or remedied within thirty (30) days after the non-defaulting party provides written notice to the defaulting party specifying with particularity the nature of such default, or (ii) if such default cannot be reasonably cured or remedied within such thirty (30) day period, the defaulting party fails to commence to cure or remedy the default within such thirty (30) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement, at law and in equity, including without limitation, the right to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

11. Litigation and Attorneys' Fees. In the event either party to this Agreement should bring suit to enforce or interpret any provision hereof, each party shall be responsible for its own attorneys' fees, experts' fees and costs, in addition to any other relief granted as a result of such litigation.

12. Binding Effect. The easement herein granted by the City shall run in favor of Wesley. The terms and conditions of this Agreement shall run with the title to (i) the real property owned by Wesley as of the date hereof, and (ii) the Pedestrian Bridge Easement Property, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. No Waiver of Regulatory Authority. Wesley acknowledges that the City is the entity responsible for issuing building permits and certain other types of permits which will be required in connection with activities on the Pedestrian Bridge Easement Property and other property owned by Wesley, and further acknowledges that nothing in this Pedestrian Bridge Easement Agreement constitutes or is intended to operate as a waiver of such regulatory authority or the application of any applicable laws, rules or regulations. Furthermore, nothing herein operates to vest any particular manner or means of development of any property owned by Wesley. Lastly, the Pedestrian Bridge and the Pedestrian Bridge Easement Property remain subject to the City's police power and shall not be operated or utilized in any manner so as to interfere with the City's operation and maintenance of South 216th Street or any public improvements attendant thereto.

14. Amendment. This Agreement may not be terminated, modified or amended except by an instrument in writing signed by each of the parties.

15. Taxes/Fees. Wesley shall be responsible for the payment of all taxes or fees which may be assessed or levied against the Pedestrian Bridge or any equipment, furnishings, inventory or other personal property located thereon, and all taxes or fees associated with Wesley's use of the Pedestrian Bridge Easement Property.

16. Controlling Laws.

a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Washington, and all duly adopted ordinances, regulations and policies of the City now in effect and those hereinafter adopted.

b. The location for settlement of any and all claims, controversies and disputes arising out of or relating to any part of this Agreement, or any breach hereof, shall be in King County, Washington.

c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the utilization of the property subject to this Agreement.

17. Miscellaneous.

a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

18. Legal Counsel. Wesley acknowledges that it has had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that Wesley represents and warrants that it has sought such independent legal advice and counsel.

19. Negotiation. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who

drafted this Agreement.

20. Effective Date. This Agreement shall become effective on the date of full and complete execution by all parties hereto.

DATED this _____ day of _____, 2022.

GRANTOR: CITY OF DES MOINES,
a Washington municipal corporation

By: Michael Matthias, City Manager

Date

At the direction of the Des Moines City Council during open public meeting on the ____ day of _____, 2022.

APPROVED as to form only:

Timothy A. George, City Attorney

Date

GRANTEE: WESLEY HOMES, LLC

By: _____

Its: _____

Date: _____

STATE OF WASHINGTON }
 } ss.
COUNTY OF KING }

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

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

STATE OF WASHINGTON }
 } ss.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that _____ is the person(s) who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the _____, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Signature: _____

Notary Public in and for the _____

Notary (print name): _____

Residing at: _____

My appointment expires: _____

EXHIBIT A



in site
architects
1001 S. 216th St. Suite 200
Des Moines, IA 50314
612-252-4820 • Fax: 564-276-3846

I hereby certify that this document was
prepared by me or under my direct supervision
and that I am a duly licensed architect
under the laws of the State of Iowa.

Dawn Mieszkowski
Typed or Printed Name
11192 05/11/2020
License # Date

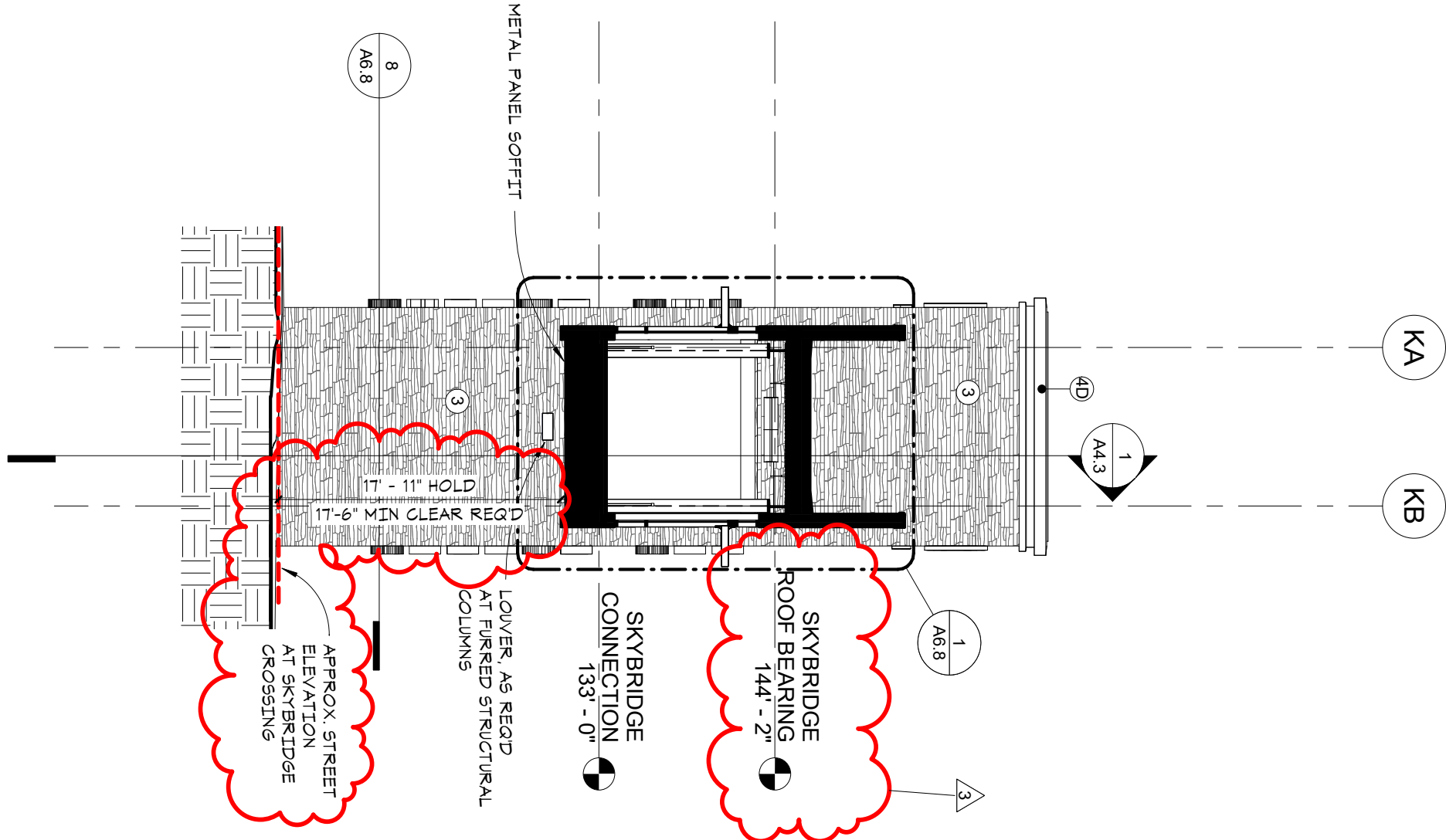
DES MOINES CAMPUS -
PHASE 3
815 S. 216th St.
Des Moines, WA 98198

BLD2020-0669
LUA2020-0036
PERMIT SET
FOR
CONSTRUCTION
11 MAY 2020

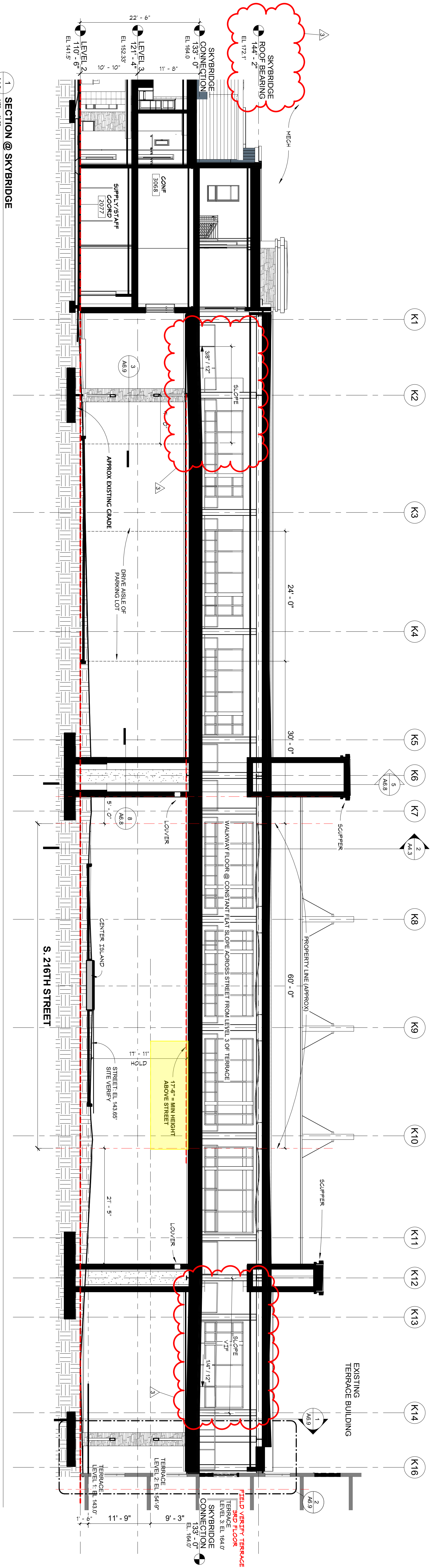
ORIGINAL ISSUE: 10/07/19		
REVISIONS		
No.	Description	Date
1	PERMIT ADDENDUM #2 - 4/14/2021	

1901
PROJECT NUMBER
DES MOINES CAMPUS -
PHASE 3

SKYBRIDGE SECTION
A4.3



2 CROSS SECTION AT SKYBRIDGE (CENTER)

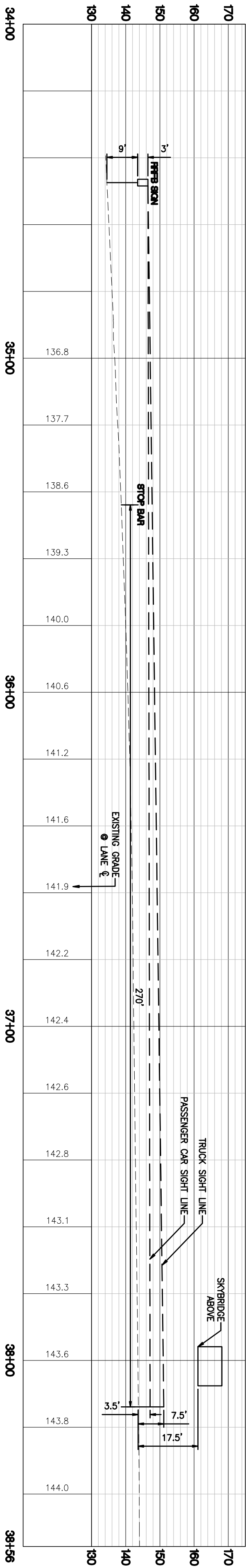


1 SECTION @ SKYBRIDGE

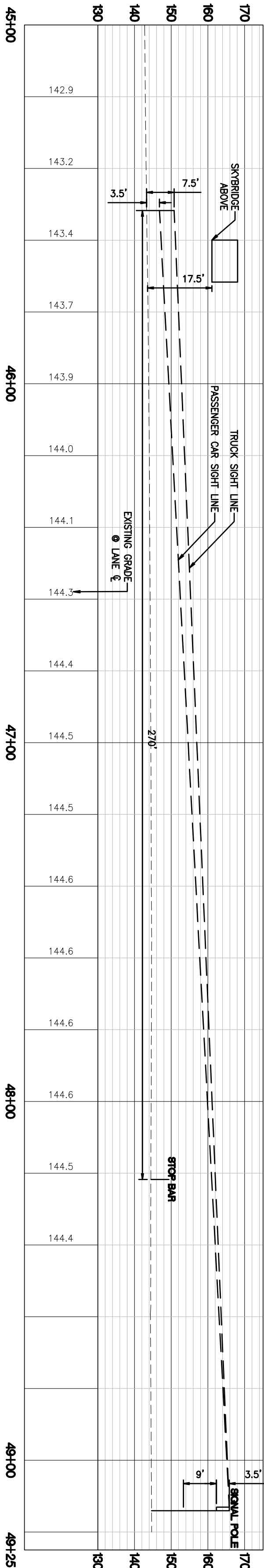
EXHIBIT B

S 216TH ST VERTICAL SIGHT DISTANCE PROFILES

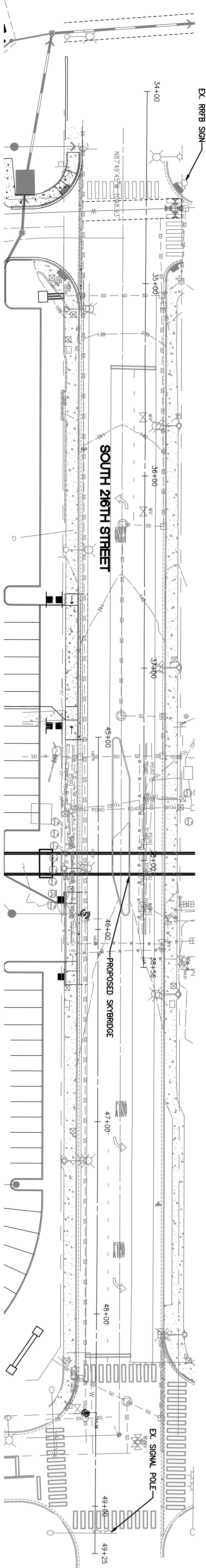
FOR
WESLEY HOMES DES MOINES
A PORTION OF THE SE 1/4 OF SECTION 08, TOWNSHIP 22 N, RANGE 04 E., WM.
DES MOINES, WASHINGTON



S 216TH STREET WESTBOUND
V/L: 1"=20' H/L: 1"=20'



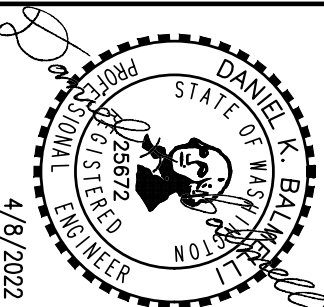
S 216TH STREET EASTBOUND
V/L: 1"=20' H/L: 1"=20'



S 216TH STREET PLAN VIEW
H/L: 1"=30'

REVISIONS						Revision
No.	Date	By	Ckd.	Appr.	REVISIONS	
9	4/8/22	ZTW	ZTW	DKB	REVISED PER CITY COMMENTS	

For: SENIOR HOUSING PARTNERS
2845 N. HAMLINE AVE., SUITE 100
ROSEVILLE, MN 55113



Designed: ZTW
Drawn: BDW
Checked: DKB
Approved: DKB
Date: 8/7/2020

18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING,
SURVEYING, ENVIRONMENTAL SERVICES



Job Number
17124
Sheet
C19 of 19