

AGENDA

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

September 27, 2012 - 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CORRESPONDENCE

COMMENTS FROM THE PUBLIC:

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

Sr. Services Advisory Committee Report

CONSENT CALENDAR

*motion to reconsider #
gambling tax ordinance -
Board + Committee
Reports*

Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes of the meetings of September 6 and 13, 2012.

Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers described as follows:

Claim checks \$715,878.68

Payroll fund transfers in the total amount of \$433,680.95

Total certified Wire Transfers, Voids, A/P & Payroll vouchers are \$1,149,559.63

Item 3: CONSTRUCTION AGREEMENT WITH PSE FOR UTILITY UNDERGROUNDING FOR THE SOUTH 216TH STREET PROJECT (SEGMENT 2: 18TH AVENUE SOUTH TO 24TH AVENUE SOUTH)

Motion is to approve the Schedule 74 Project Construction Agreement with Puget Sound Energy for Underground Conversion on the South 216th Street Project (Segment 2: 18th Avenue South to 24th Avenue South), and further authorize the City Manager to sign the Agreement, substantially in the form as submitted.

Item 4: JOINT UTILITY TRENCH AGREEMENT WITH COMCAST FOR THE SOUTH 216TH STREET PROJECT (SEGMENT 2: 18TH AVENUE SOUTH TO 24TH AVENUE SOUTH)

Motion is approve the attached Joint Trench Utility Agreement with Comcast for the utility undergrounding improvements of the South 216th Street Project (Segment 2: 18th Avenue South to 24th Avenue South), and further authorize the City Manager to sign the Agreement, substantially in the form as submitted.

Item 5: JOINT UTILITY TRENCH AGREEMENT WITH CENTURY LINK FOR THE SOUTH 216TH STREET PROJECT (SEGMENT 2: 18TH AVENUE SOUTH TO 24TH AVENUE SOUTH)

Motion is approve the attached Joint Trench Utility Agreement with Century Link for the the utility undergrounding improvements of the South 216th Street Project (Segment 2: 18th Avenue South to 24th Avenue South), and further authorize the City Manager to sign the Agreement, substantially in the form as submitted.

Item 6: JOINT UTILITY TRENCH AGREEMENT WITH HIGHLINE WATER DISTRICT FOR THE SOUTH 216TH STREET PROJECT (SEGMENT 2: 18TH AVENUE SOUTH TO 24TH AVENUE SOUTH)

Motion is approve the Interlocal agreement between the City of Des Moines and Highline Water District regarding improvements for the South 216th Street Project (Segment 2: 18th Avenue South to 24th Avenue South), and further authorize the City Manager to sign the Agreement, substantially in the form as submitted.

Item 7: DRAFT RESOLUTION NO. 12-167 SETTING THE PUBLIC HEARING ON 2012 COMPREHENSIVE PLAN AMENDMENTS

Motion is to adopt Draft Resolution No. 12-167 setting a public hearing on October 25, 2012 to consider Draft Ordinance 12-168 amending the 2009 Des Moines Comprehensive Plan and Chapter 18.84 DMMC.

OLD BUSINESS

1. MULTI-FAMILY TAX EXEMPTION MODIFICATION ORDINANCE
Staff Presentation: Economic Development Manager Marion Yoshino
2. REDONDO PIPE PROJECT CONTRACT AMENDMENTS
Staff Presentation: Director of Utilities and Environmental Engineering Loren Reinhold

NEW BUSINESS

1. 2013 GENERAL & STREET FUNDS REVENUE ESTIMATES
Staff Presentation: Finance Director Paula Henderson
2. TRANSPORTATION CAPITAL IMPROVEMENT PROJECT BUDGET
Staff Presentation: *Paula & Dan / mostly dan*

NEXT MEETING DATE October 4, 2012, City Council Regular Meeting

ADJOURNMENT

MINUTES

**STUDY SESSION
DES MOINES CITY COUNCIL**

City Hall Council Chambers, 21630 11th Avenue South

September 6, 2012 - 7:30 p.m.

CALL TO ORDER - Mayor Kaplan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE – The flag salute was let by Councilmember Jeanette Burrage.

ROLL CALL

Present were Mayor Kaplan; Mayor Pro-Tem Pina; Councilmembers Jeanette Burrage, Dan Caldwell, Melissa Musser and Carmen Scott.

Staff present were City Manager Tony Piasecki; City Attorney Pat Bosmans; Assistant City Manager Lorri Ericson; Planning Building and Public Works Director Grant Fredricks; Commander Kevin Tucker; Planning Manager Denise Lathrop; Development Services Manager Robert Ruth; Senior Planner Jason Sullivan; City Clerk Sandy Paul

DISCUSSION ITEMS:

1. **UPDATE ON PUBLIC RECORDS MANAGEMENT AND RESPONSE TO PUBLIC RECORDS REQUESTS**

City Attorney Pat Bosmans talked about public records in general and public records training held and attended by staff in July. City Clerk Sandy Paul discussed the iCompass Action Tracking program and a pending plan for implementation; Senior Planner Jason Sullivan presented a power point presentation about records retention and destruction using an access database.

2. **COMPREHENSIVE PLAN AMENDMENTS DOCKET 2012**

Planning Manager Denise Lathrop and Senior Planner Jason Sullivan briefed the City Council on the nine proposed 2012 amendments to the Des Moines Comprehensive Plan.

ACTION/DIRECTION

- Council would like to have discussions regarding Urban Centers in the 4th Quarter of 2012 and include them in strategies for 2013 (including a discussion of the work plan for the Finance and Economic Development Committee).
- The Pacific Ridge Element of the Comprehensive Plan and the Neighborhood Plan should be reviewed to consider specific issues instead of making sweeping changes.
- Change the land use designation and zoning designation for the Stafford Healthcare facility to *PR-M Pacific Ridge Mixed* to address the non-conforming use and enable the facility to be rebuilt in the event of destruction by fire.
- The PRM zoning *requires* mixed use; the PRR *allows* a smaller percentage to be used for commercial use. The location of light rail in that corridor might change any plan that would be approved now. A discussion should be held with the idea in mind that when light rail develops in the future, Des Moines will take an active role.
- Public schools should be removed from Institutional Campus Zoning (they are public facilities). Change the land use designation for Highline Community College, Wesley Homes, Landmark on the Sound, and Judson Park to IC – Institutional Campus.

The next steps would be to hold a public hearing before the Planning Agency followed later by a Public Hearing before the City Council.

3. 216TH CORRIDOR POLICY DISCUSSION

Planning Manager Denise Lathrop introduced a discussion about the vision and planning of the 216th Street corridor and the North Central Neighborhood Planning Areas.

ACTION/DIRECTION

Following discussion, the Council was not concerned with making changes to the North Central Neighborhood boundary, but further conversation and consideration of land use would be warranted.

BREAK – Mayor Kaplan recessed the Council meeting at 9:05 p.m. for a 5 minute break. The Council meeting reconvened at 9:10 p.m.

Councilmember Sheckler left the meeting at this time.

4. INTERIM USES IN PACIFIC RIDGE ALONG PACIFIC HIGHWAY SOUTH POLICY DISCUSSION

Development Services Manager Robert Ruth introduced a discussion about allowing interim uses of properties along Pacific Highway South. Interim uses, if allowed, would generate revenue to the City where none currently exists while the market is determining what uses the properties will become later when the economy recovers. Property owners would benefit from the ability to collect rent revenue. Staff-recommended non-conforming interim permitted uses would include car sales; recreational vehicle storage; commercial parking; and park and fly lots. A disadvantage to allowing non-conforming uses is that the interim business owners, especially those who have created active client bases, take some ownership over time and moving them away become problematic.

Councilmember Burrage moved, second by Councilmember Musser, to direct staff to prepare a draft ordinance that would modify the text of the Des Moines Municipal Code to provide for interim uses in the PR-C1 zone, removing recreational vehicle storage. The motion passed, 4-2. Mayor Pro-Tem Pina and Councilmember Scott voted *no*.

NEXT MEETING DATE: Regular Meeting September 13, 2012

ADJOURNMENT – There being no further business to come before the City Council, Councilmember Musser moved to adjourn; Mayor Pro-Tem Pina, second. The motion was approved 6-0.

Respectfully submitted,

Sandy Paul CMC
City Clerk

MINUTES

REGULAR MEETING DES MOINES CITY COUNCIL

21630 11th Avenue South, Des Moines, City Council Chambers

September 13, 2012 - 7:00 p.m.

CALL TO ORDER - Mayor Kaplan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE – The flag salute was led by Mayor Pro-Tem Pina.

ROLL CALL

Present were Mayor Dave Kaplan; Mayor Pro-Tem Matt Pina; Councilmembers Dan Caldwell, Melissa Musser, Jeanette Burrage, Bob Sheckler and Carmen Scott.

Staff present were City Manager Tony Piasecki; City Attorney Pat Bosmans; Assistant City Manager Lorri Ericson; Planning Building and Public Works Director Grant Fredricks; Police Chief George Delgado; Finance Director Paula Henderson; Finance Operations Manager Cecilia Pollock; Parks Recreation and Senior Services Director Patrice Thorell; Sergeant Dah Mohr; CIP Project Manager Scott Romano; Economic Development Manager Marion Yoshino; City Clerk Sandy Paul

COMMENTS FROM THE PUBLIC:

David Fretz, of American Gaming, 20229 123rd Ave SE Snohomish, commented on the card room ordinance.

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

Councilmember Scott

- Spoke about the Arts Commission monthly meeting
- Mentioned a group of teens at the Marina who were riding their skateboards on the benches causing damage to both the concrete and the memorial benches

Mayor Pro-Tem Pina

- Reported on the PTA/PS&T meeting on September 6

Councilmember Musser

- Spoke about the PTA/PTSA Membership Month Proclamation on the Consent Agenda

Councilmember Caldwell

- Spoke about restrooms on the trail
- Spoke about acoustics, noise level, and the difficulty some people have hearing hearing when the acoustics are poor
- Told of a Port of Seattle boat tour of the Duwamish River to let people see how that area is being used
- Mentioned that the Special Olympics had an auction in West Seattle and raised \$4,000

PRESIDING OFFICER'S REPORT

- Spoke in favor of the PTSA Proclamation

- Reported on attending the Arts of India festival at Saltwater State Park. The festival consisted of different types of dance, music, and food from different areas of India
- There are a lot of things happening in Des Moines that many people don't know about that are wonderful and exciting and wondered aloud how to reach more people
- The City of Kent held a Pride event – the first in South King County
- Attended the South Sound Chambers Coalition with City Manager Tony Piasecki, Economic Development Manager Marion Yoshino and Assistant City Manager Lorri Ericson. The program included a presentation about economic development

ADMINISTRATION REPORTS

- City Manager Tony Piasecki mentioned consulting with a local acoustics engineer
- Commented on Councilmember Scott's report of the skateboard issues earlier and noted that staff are already working on solutions
- Mentioned a Port of Seattle Commission meeting to be held here in Council Chambers on September 25 from 1:00 to 5:00 p.m.
- Dr. Susan Enfield, Highline School District Superintendent, spoke . She has been busy acquainting herself with the School District, getting to know staff and students. She reported that the Highline School District is in a very good place.

CONSENT CALENDAR

Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes of the meeting of August 30, 2012.

Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers described as follows:

Claim checks **\$522,772.37**

Payroll fund transfers in the total amount of **\$449,964.88**

Total certified Wire Transfers, Voids, A/P & Payroll vouchers are **\$972,737.25**

Item 3: A PROCLAMATION RECOGNIZING PTA/ PTSA MEMBERSHIP MONTH

Motion is for City Council support of PTA/PTSA Membership Month by approving the proposed proclamation.

Item 4: DRAFT RESOLUTION NO. 12-143, SURPLUS OF MARINA PROPERTY

Motion 1 is to adopt Draft Resolution No. 12-143 declaring certain Marina property identified by Exhibit A as surplus and authorizing disposal of said Marina surplus property by auction, sale, or transfer to another agency

Item 5: EXTENSION OF STREET SWEEPING CONTRACT ADDENDUM 2008-2012

Motion is to approve a twenty-four (24) month extension to the 2008-2012 Street Sweeping Services Contract with Action Services Corporation, extending the end date to July 31, 2014 in an amount not to exceed the budgeted amount of \$50,000 per year consistent with the August 29, 2008 Agreement, and authorize the City Manager to sign the contract addendum substantially in the form submitted.

Item 6: MOU WITH DES MOINES POLICE GUILD REGARDING TERM LIFE INSURANCE

Motion is to approve the memorandum of understanding with the Des Moines Police Guild regarding the use of some of the savings resulting from the reduced premiums for LTD, SIB and Term Life Insurance to provide enhanced life insurance for members of the Des Moines Police Guild.

ACTION/DIRECTION

Councilmember Burrage pulled Item 5.

Mayor Pro-Tem Pina moved to adopt the remaining Consent Agenda; Councilmember Musser, second. The motion passed, 7-0.

Councilmember Musser moved to approve a twenty-four (24) month extension to the 2008-2012 Street Sweeping Services Contract with Action Services Corporation, extending the end date to July 31, 2014 in an amount not to exceed the budgeted amount of \$50,000 per year consistent with the August 29, 2008 Agreement, and authorize the City Manager to sign the contract addendum substantially in the form submitted; Mayor Pro-Tem Pina, second.

Councilmember Burrage moved to amend the original motion to remove the word 'public' in the last line of section 3.4 of the contract; Councilmember Caldwell, second. The motion failed, 5-2. Councilmembers Burrage and Caldwell voted *yes*.

The original motion passed 7-0.

NEW BUSINESS

1. DRAFT RESOLUTION NO. 12-139, CITY COUNCIL ENDORSEMENT OF *King County Proposition No. 1 Regular Property Tax Levy for Automated Fingerprint Identification System Services (AFIS)*

Police Chief George Delgado explained that AFIS assists the police in doing forensic investigation of crime at a low cost. Sergeant Dave Moore added that Proposition 1 supports Live Scan, which is lab work used in solving burglaries and car thefts. There are call-out services and AFIS staff will come out to crime scenes to do investigative work and provide training. The proposition is a replacement levy.

ACTION/DIRECTION

Councilmember Musser moved to adopt Draft Resolution No. 12-139 supporting King County proposition No. 1 Regular Tax Levy for Automated Fingerprint Identification System Services (AFIS) on the November 6, 2012 Ballot; Mayor Pro-Tem Pina, second. The motion passed 7-0.

Mayor Kaplan read the title of the resolution into the record.

2. PRELIMINARY OVERVIEW OF GENERAL & STREET FUNDS 2013 BUDGET

Finance Director Paula Henderson provided an overview of the budget and the global effects on the state and local economy. State revenue forecasters presented a negative revenue picture through the remainder of the year. The next Office of Financial Management (OFM) update is later in September.

ACTION/DIRECTION

There was no action needed; this presentation was for information only.

3. E-VERIFY POLICY DISCUSSION

City Attorney Pat Bosmans explained that E-verify provides a check system to verify the immigration status of workers paid directly or indirectly by the City. The system works to guarantee that individuals are legal to work in the US.

ACTION/DIRECTION

The topic died for lack of a motion.

4. DRAFT ORDINANCE CARD ROOM TAX MODIFICATION

Economic Development Manager Marion Yoshino explained temporary reduction in the card room tax. The average tax rate is 10%. This proposal would reduce the tax rate to 1% the first year, 4% the second year, 7% the third year, and 10% taxes in the fourth year and thereafter for businesses which get a business license by December 31, 2015.

Councilmember Musser moved to suspend Rule 26a to enact Draft Ordinance No. 12-060 on the first reading; Councilmember Caldwell, second. The motion passed 7-0.

Councilmember Musser moved to enact Draft Ordinance No. 12-060 amending DMMC 5.40.010 to provide a graduated tax structure for newly established card rooms; Mayor Dave Kaplan, second.

Councilmember Burrage offered a friendly amendment to change the tax reduction to 1%/6%/10% for a three year period; accepted by both maker and seconder of the original motion.

Councilmember Burrage moved to amend the motion to extend the sunset date to December 31, 2016; Councilmember Sheckler second. The motion passed, 6-1. Mayor Kaplan voted *no*.

The original motion as previously amended passed. The vote was 7-0.

Mayor Kaplan read the title of the resolution into the record.

NEXT MEETING DATE

September 27, 2012, City Council Regular Meeting

ADJOURNMENT

There being no further business to come before the City Council, Mayor Pro-Tem Pina moved to adjourn; Councilmember Burrage, second. The motion passed, 7-0.

The meeting was adjourned at 8:45 p.m.

Respectfully submitted,

Sandy Paul CMC
City Clerk

Consent Agenda Item #2

CITY OF DES MOINES Voucher Certification Approval

27-Sep-12

Auditing Officer Certification

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

As of **September 27, 2012** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers 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.

Claims Vouchers:	Numbers				Amounts
Total A/P Checks/Vouchers	133559	-	133709	151	715,878.68
Electronic Wire Transfers					
Subtotal for this Council Packet					715,878.68
Voided Claim Checks this check run:					0.00
Voided Claim Checks from previous check runs					0.00
Total Claims/Wire Transfers/Voids					715,878.68

Payroll Vouchers:	DISBURSED 09/20/12				Amounts
Payroll Checks	17889		17913	= 25	20,023.60
Direct Deposit	380001	-	380139	= 139	272,158.26
Payroll Taxes					60,881.86
Wage/Garnishments					744.07
Voids				0	0.00
Electronic Wire Transfers					81,318.66
ICMA 401 Forfeitures					(1,445.50)
Total Claims					433,680.95
Total certified Wire Transfers, Voids, A/P & Payroll vouchers for September 27, 2012					1,149,559.63

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Construction Agreement with PSE for
Utility Undergrounding on the South
216th Street Project (Segment 2: 18th
Ave. S. to 24th Ave. S.)

ATTACHMENTS:

1. Puget Sound Energy Project Construction Agreement

AGENDA OF: September 27, 2012

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: September 17, 2012

CLEARANCES:

[X] Legal pb

[X] Finance pb

[] Marina N/A

[] Parks, Recreation & Senior Services N/A

[X] Planning, Building & Public Works HA

[] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: Laf

Purpose and Recommendation:

The purpose of this item is for approval of the construction agreement (refer to Attachment 1) with PSE for the undergrounding of the electrical distribution system within the project limits of the South 216th Street Project (Segment 2: 18th Ave. S. to 24th Ave. S.), consistent with Council direction provided on December 21, 2009. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to approve the Schedule 74 Project Construction Agreement with Puget Sound Energy for Underground Conversion on the South 216th Street Project (Segment 2: 18th Ave. S. to 24th Ave. S.), and further authorize the City Manager to sign the Agreement, substantially in the form as submitted."

Background

The South 216th Street Improvement Project (Segment 2: 18th Ave. S. to 24th Ave. S.) has been adopted as part of the Capital Improvement Plan for the City of Des Moines. The project design has been completed, permits have been approved, and the City is about ready to advertise the project for construction bids.

Staff conducted a utility coordination effort as part of the improvement project. All utilities within the project limits have been involved in the process. Overhead utilities, including PSE distribution lines (not high voltage transmission lines), Comcast, and Century Link, are being undergrounded.

The Des Moines Municipal Code contains the following section regarding undergrounding:

12.48.110 Improvement of streets, utility undergrounding.
The city council, when ordering the improvement of a street, whether financed by a local improvement district or city funds, shall determine whether the relocation of electrical and communication systems underground is required, and if so, the manner of payment therefore.
[Ord. 1012 § 11, 1993.]

The undergrounding and funding of the South 216th Street Project has been discussed several times during Capital Improvement Program (CIP) budget discussions at Council since 2009. At the October 22, 2009 Council meeting, staff provided a briefing to the Council on the preliminary design and design report, which included undergrounding of overhead utilities for the Gateway Project. At the November 12, 2009 Council meeting, the Council approved a supplement to the consultant agreement for Final Design, which included provisions for utility undergrounding.

At the December 21, 2009 Council meeting, the Council confirmed its policy direction regarding the undergrounding component of the project. The Council also directed staff to make the necessary arrangements to have all of the existing overhead utilities undergrounded, and authorized Puget Sound Energy (PSE) to proceed with the design of undergrounding the distribution system in accordance with the Schedule 74 Underground Conversion Project Design Agreement.

The PSE undergrounding design has been completed and has been incorporated into the City's project plans and specifications.

Discussion

South 216th Street is classified as an arterial and supports regional through traffic as well as City traffic. As a result, it acts as a gateway to the City for traffic coming to and from the Downtown.

The recently completed segment of South 216th Street between Marine View Drive and 11th Ave. S., provides a good illustration of what an improved project can look like when the overhead utilities are undergrounded. Conversely, 16th Avenue South Project provides an example of what an improvement looks like when overhead utilities are not undergrounded. There are many advantages and disadvantages to relocating utilities underground during roadway projects.

Advantages

- The Pacific Highway South Project provides an excellent example of how removing overhead utilities reduces visual clutter, and improves views for adjacent properties.
- Eliminating utility poles and other fixtures in the right of way improves the safety of the roadway by eliminating unnecessary fixed objects. Underground utilities are also less likely to be impacted by wind storms and other natural catastrophes; therefore they are generally more reliable than overhead utilities.
- Undergrounding utilities require substantial coordination and planning to fit all utilities within a given space which is best done in conjunction with a roadway project.
- Right of way and restoration requirements are minimized by designing the undergrounding in conjunction with a roadway project.

- Undergrounding utilities as a separate project later would be cost prohibitive.

Disadvantages

- The biggest disadvantage to undergrounding utilities is usually the cost. The specifics about the cost of this project are addressed below under “Financial Impact”.
- Undergrounding costs must be paid from other sources of City funds. By using loans or bonding, the City limits its ability to have funds free for grant matches on future projects.
- There are also direct costs to property owners who have to reroute their utility connections from the overhead service to the new underground service. These costs vary depending on the type, distance, and difficulty of the connection. Each individual property owner is responsible for these costs to connect their existing overhead service to the new underground system in the right of way.
- Another disadvantage to undergrounding utilities is that the City takes on construction risk for doing the underground work – which can result in both delay and cost. The underground work on projects is typically the most unpredictable, and can often result in expensive change orders on projects. Until ground is broken, it is impossible to be certain what types of materials, obstructions, or conflicts will be encountered. Under the Puget Sound Energy (PSE) tariff for undergrounding, the City is responsible for the costs of trenching and restoration which means that the majority of the undergrounding construction risk falls on the City.

During the design phase of the project, the City met with utility purveyors to inform them of the City’s plans, and to request their input and participation on the project. PSE has agreed to participate in the joint utility trench to be shared with the City, Century Link, and Comcast. The use of a joint utility trench reduces the costs for all the parties. The undergrounding of PSE’s facilities have been incorporated into the City’s project plans and specifications.

The South 216th Street Project was included in this year’s CIP with a planned construction phase to begin in 2013. Accordingly, we plan to advertise the project for construction bids in early October 2012.

Project Status

The Tables below summarizes the recent actions that have or will come before the Council on future consent calendars. The action before the Council with this agenda item is italicized.

Agreement or Contract

Agency / Utility	Council Authorization
PSE Design Agreement	December 21, 2009
<i>PSE Construction Agreement</i>	<i>Pending for September 27, 2012</i>
Century Link Construction Agreement	Pending for September 27, 2012
Comcast Construction Agreement	Pending for September 27, 2012
Highline Water District Inter Local Agreement	Pending for September 27, 2012
TIB Funding Agreement	August 30, 2012
Amendment to WSDOT Maintenance Agreement for Street Lighting	Administrative

Alternatives

There are no available alternatives that would not significantly impact the project schedule and budget. If the Council were to decide to reverse its previous direction, and not require the utilities to be undergrounded, additional right-of-way will need to be acquired by the City in order to accommodate the aerial relocation as there is currently insufficient right-of-way to accommodate this together with the proposed improvements.

Financial Impact

The costs associated with the undergrounding of utilities have been included within the project CIP budget.

Recommendation or Conclusion

Staff recommends that Council approve the Construction Agreement.

Concurrence

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

SCHEDULE 74 UNDERGROUND CONVERSION

Project Construction Agreement

Project Name: City of Des Moines: South 216th Seg. 2 (18th Ave S. to 24th Ave S.)

Project Number: 101061087

THIS Agreement, dated as of this ____ day of _____, 200__, is made by and between the CITY OF Des Moines, a Municipal Corporation (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

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

B. The Government Entity has determined that it is necessary to replace the existing overhead electric distribution system within the area specified in the Project Plan (as defined below) (the "Conversion Area") with a comparable underground electric distribution system, all as more specifically described in the Project Plan (the "Conversion Project").

C. The Government Entity and the Company have previously entered into a Project Design Agreement dated as of November 30, 2009 (the "Design Agreement"), pursuant to which the parties completed certain engineering design, cost assessment, operating rights planning and other preliminary work relating to the Conversion Project and, in connection with that effort, developed the Project Plan.

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the completion of the Conversion Project, which both parties intend shall qualify as an underground conversion under the terms of Schedule 74.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Definitions.

(a) Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement, including, without limitation, the following:

- i) Cost of Conversion;
- ii) Public Thoroughfare;
- iii) Temporary Service;
- iv) Trenching and Restoration;
- v) Underground Distribution System; and
- vi) Underground Service Lines.

(b) "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, a "comparable" system shall include, unless the Parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less)

of such diameter and number as may be specified and agreed upon in the Project Plan necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced.

- (c) "Estimated Reimbursable Private Conversion Costs" shall mean the Company's good faith estimate of the Reimbursable Private Conversion Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (d) "Estimated Reimbursable Temporary Service Costs" shall mean the Company's good faith estimate of the Reimbursable Temporary Service Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (e) "Estimated Reimbursable Upgrade Costs" shall mean the Company's good faith estimate of the Reimbursable Upgrade Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (f) "Estimated Shared Company Costs" shall mean the Company's good faith estimate of the Shared Company Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (g) "Estimated Shared Government Costs" shall mean the Government Entity's good faith estimate of the Shared Government Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (h) "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.
- (i) "Party" shall mean either the Company, the Government Entity, or both.
- (j) "Private Property Conversion" shall mean that portion, if any, of the Conversion Project for which the existing overhead electric distribution system is located, as of the date determined in accordance with Schedule 74, (i) outside of the Public Thoroughfare, or (ii) pursuant to rights not derived from a franchise previously granted by the Government Entity or pursuant to rights not otherwise previously granted by the Government Entity.
- (k) "Project Plan" shall mean the project plan developed by the Parties under the Design Agreement and attached hereto as Exhibit A, as the same may be changed and amended from time to time in accordance with Section 6, below. The Project Plan includes, among other things, (i) a detailed description of the Work that is required to be performed by each Party and any third party, (ii) the applicable requirements and specifications for the Work, (iii) a description of the Operating Rights that are required to be obtained by each Party for the Conversion Project (and the requirements and specifications with respect thereto), (iv) an itemization and summary of the Estimated Shared Company Costs, Estimated Shared Government Costs, Estimated Reimbursable Private Conversion Costs (if any), Estimated Reimbursable Temporary Service Costs (if any) and Estimated Reimbursable Upgrade Costs (if any), and (v) the Work Schedule.
- (l) "Operating Rights" shall mean sufficient space and legal rights for the construction, operation, repair, and maintenance of the Underground Distribution System.
- (m) "Reimbursable Private Conversion Costs" shall mean (i) all Costs of Conversion, if any, incurred by the Company which are attributable to a Private Property Conversion, less (ii) the distribution pole replacement costs (if any) that would be avoided by the Company on account of such Private Property Conversion, as determined consistent with the applicable Company distribution facilities

replacement program, plus (iii) just compensation as provided by law for the Company's interests in real property on which such existing overhead distribution system was located prior to conversion; provided that the portion of the Reimbursable Private Conversion Costs attributable to the Costs of Conversion under subparagraph (i) of this paragraph shall not exceed the Estimated Reimbursable Private Conversion Costs without the prior written authorization of the Government Entity.

- (n) "Reimbursable Temporary Service Costs" shall mean all costs incurred by the Company which are attributable to (i) any facilities installed as part of the Conversion Project to provide Temporary Service, as provided for in Schedule 74, and (ii) the removal of any facilities installed to provide Temporary Service (less salvage value of removed equipment); provided that the Reimbursable Temporary Service Costs shall not exceed the Estimated Reimbursable Temporary Service Costs without the prior written authorization of the Government Entity.
- (o) "Reimbursable Upgrade Costs" shall mean all Costs of Conversion incurred by the Company which are attributable to any Government-Requested Upgrade; provided that the Reimbursable Upgrade Costs shall not exceed the Estimated Reimbursable Upgrade Costs without the prior written authorization of the Government Entity.
- (p) "Shared Company Costs" shall mean all Costs of Conversion (other than Reimbursable Upgrade Costs, Reimbursable Private Conversion Costs and Reimbursable Temporary Service Costs) incurred by the Company in connection with the Conversion Project; provided, however, that the Shared Company Costs shall not exceed the Estimated Shared Company Costs without the prior written authorization of the Government Entity. For the avoidance of doubt, the "Shared Company Costs" shall, as and to the extent specified in the Design Agreement, include the actual, reasonable costs to the Company for the "Design Work" performed by the Company under the Design Agreement.
- (q) "Shared Government Costs" shall mean all Costs of Conversion incurred by the Government Entity in connection with (i) any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity as part of the Government Work, and (ii) the acquisition of any Operating Rights which the Parties have, by mutual agreement, specified in the Project Plan are to be obtained by the Government Entity for the Conversion Project, but only to the extent attributable to that portion of such Operating Rights which is necessary to accommodate the facilities of the Company; provided, however, that the Shared Government Costs shall not exceed the Estimated Shared Government Costs without the prior written authorization of the Company.
- (r) "Total Shared Costs" shall mean the sum of the Shared Company Costs and the Shared Government Costs. For the avoidance of doubt, the Total Shared Costs shall not include, without limitation, (i) costs to the Government Entity for Trenching and Restoration, or (ii) costs associated with any joint use of trenches by other utilities as permitted under Section 3(b).
- (s) "Work" shall mean all work to be performed in connection with the Conversion Project, as more specifically described in the Project Plan, including, without limitation, the Company Work (as defined in Section 2(a), below) and the Government Work (as defined in Section 3(a), below).
- (t) "Work Schedule" shall mean the schedule specified in the Project Plan which sets forth the milestones for completing the Work, as the same may be changed and amended from time to time in accordance with Section 6, below.

2. Obligations of the Company.

- (a) Subject to the terms and conditions of this Agreement, the Company shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Company Work"):

- i) furnish and install an Underground Distribution System within the Conversion Area (excluding any duct and vault installation or other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity);
 - ii) provide a Company inspector on-site at the times specified in the Work Schedule to inspect the performance of any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity; and
 - iii) upon connection of those persons or entities to be served by the Underground Distribution System and removal of facilities of any other utilities that are connected to the poles of the overhead system, remove the existing overhead system (including associated wires and Company-owned poles) of 15,000 volts or less within the Conversion Area except for Temporary Services.
- (b) Upon request of the Government Entity, the Company shall provide periodic reports of the progress of the Company Work identifying (i) the Company Work completed to date, (ii) the Company Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Company Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and the Work Schedule.
- (c) Except as otherwise provided in the Company's Electric Tariff G, the Company shall own, operate and maintain all electrical facilities installed pursuant to this Agreement including, but not limited to, the Underground Distribution System and Underground Service Lines.
- (d) Subject to the terms and conditions of this Agreement, the Company shall perform all Company Work in accordance with the Project Plan, the Work Schedule and this Agreement.

3. Obligations of the Government Entity.

- (a) Subject to the terms and conditions of this Agreement, the Government Entity shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Government Work"):
 - i) provide the Trenching and Restoration;
 - ii) perform the surveying for alignment and grades for ducts and vaults; and
 - iii) perform any duct and vault installation and other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity.
- (b) Other utilities may be permitted by the Government Entity to use the trenches provided by the Government Entity for the installation of their facilities so long as such facilities or the installation thereof do not interfere (as determined pursuant to the Company's electrical standards) with the Underground Distribution System or the installation or maintenance thereof. Any such use of the trenches by other utilities shall be done subject to and in accordance with the joint trench design specifications and installation drawings set forth or otherwise identified in the Project Plan, and the Government Entity shall be responsible for the coordination of the design and installation of the facilities of the other utilities to ensure compliance with such specifications and drawings.
- (c) Upon request of the Company, the Government Entity shall provide periodic reports of the progress of the Government Work identifying (i) the Government Work completed to date, (ii) the Government Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Government Costs and the Work Schedule.
- (d) The Government Entity shall be responsible for coordinating all work to be performed in connection with the street improvement program within the Conversion Area.

- (e) Subject to the terms and conditions of this Agreement, the Government Entity shall perform all Government Work in accordance with the Project Plan, the Work Schedule and this Agreement.

4. Work Schedule.

- (a) The Government Entity and the Company have agreed upon the Work Schedule as set forth in the Project Plan. Changes to the Work Schedule shall be made only in accordance with Section 6, below.
- (b) Promptly following the execution of this Agreement, and upon completion by the Government Entity of any necessary preliminary work, the Government Entity shall hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related pre-mobilization requirements. Following the pre-construction meeting, the Government Entity shall give the Company written notice to proceed with the Work at least ten (10) business days prior to the commencement date specified in the Work Schedule.
- (c) Subject to the terms and conditions of this Agreement, each Party shall perform the Work assigned to it under this Agreement in accordance with the Work Schedule. So long as the Company performs the Company Work in accordance with the Work Schedule, the Company shall not be liable to the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives) for any claims, actions, damages, or liability asserted or arising out of delays in the Work Schedule.

5. Location of Facilities.

All facilities of the Company installed within the Conversion Area pursuant to this Agreement shall be located, and all related Operating Rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74, as specified by the Parties in the Project Plan.

6. Changes.

- (a) Either Party may, at any time, by written notice thereof to the other Party, request changes in the Work within the general scope of this Agreement (a "Request for Change"), including, but not limited to: (i) changes in, substitutions for, additions to or deletions of any Work; (ii) changes in the specifications, drawings and other requirements in the Project Plan, (iii) changes in the Work Schedule, and (iv) changes in the location, alignment, dimensions or design of items included in the Work. No Request for Change shall be effective and binding upon the Parties unless signed by an authorized representative of each Party.
- (b) If any change included in an approved Request for Change would cause a change in the cost of, or the time required for, the performance of any part of the Work, an equitable adjustment shall be made in the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and/or the Work Schedule to reflect such change. The Parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.
- (c) The Work Schedule, the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs, the Estimated Reimbursable Temporary Service Costs and/or the Estimated Reimbursable Upgrade Costs shall be further equitably adjusted from time to time to reflect any change in the costs or time required to perform the Work to the extent such change is caused by: (i) any Force Majeure Event under Section 11, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost,

schedule or other aspect of the Work and was not known by or disclosed to the affected Party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Work which are expressly identified by the Parties in the Project Plan. Upon the request of either Party, the Parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.

- (d) Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each Party shall, if requested by the other Party, proceed with the Work in accordance with any approved Request for Change. Any request to proceed hereunder must be accompanied by a written statement setting forth the requesting Party's reasons for rejecting the proposed equitable adjustment of the other Party.

7. Compensation and Payment.

- (a) Subject to and in accordance with the terms and conditions of this Agreement (including, without limitation, the payment procedures set forth in this Section 7), payment in connection with the Conversion Project and this Agreement shall be as follows:
 - i) The Total Shared Costs shall be allocated to the Parties in the following percentages: (A) sixty percent (60%) to the Company, and (B) forty percent (40%) to the Government Entity.
 - ii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Private Conversion Costs, if any.
 - iii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Upgrade Costs, if any.
 - iv) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Temporary Service Costs, if any.
 - v) The Government Entity shall pay one hundred percent (100%) of the costs it incurs to perform that portion of the Government Work specified in Section 3(a)(i) and (ii) (i.e., Trenching and Restoration and surveying).
 - vi) The Company shall pay one hundred percent (100%) of the costs it incurs to design, provide and construct any Company-Initiated Upgrade.
 - vii) The Company shall pay one hundred percent (100%) of the costs it incurs to obtain Operating Rights outside the Public Thoroughfare.
- (b) Based on the allocation of responsibilities set forth in Section 7(a), above, the Parties shall determine the net amount payable by the Government Entity or the Company, as applicable, to the other Party under this Agreement (the "Net Amount"). The Net Amount shall be determined by using the amount of the Total Shared Costs allocated to the Government Entity under Section 7(a)(i), and adjusting such amount as follows:
 - i) Subtracting (as a credit to the Government Entity) the amount of the Shared Government Costs.
 - ii) Adding (as a credit to the Company) the amount of all Reimbursable Private Conversion Costs, Reimbursable Upgrade Costs and Reimbursable Temporary Service Costs.
 - iii) Subtracting (as a credit to the Government Entity) any payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement.

The Net Amount, as so calculated, (A) will be an amount payable to the Company if it is a positive number, and (B) shall be an amount payable to the Government Entity if it is a negative number.

- (c) Within sixty (60) business days of completion of the Conversion Project, the Government Entity shall provide the Company with an itemization of the Shared Government Costs (the "Government Itemization"), together with such documentation and information as the Company may reasonably request to verify the Government Itemization. The Government Itemization shall, at a minimum, break down the Shared Government Costs by the following categories, as applicable: (i) property and related costs incurred and/or paid by the Government Entity, including any costs of obtaining Operating Rights, and (ii) construction costs incurred and/or paid by the Government Entity, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Government Entity.
- (d) Within thirty (30) business days after the Company's receipt of the Government Itemization and requested documentation and information, the Company shall provide the Government Entity a written statement (the "Company Statement") showing (i) an itemization of the Shared Company Costs, (ii) the Parties' relative share of the Total Shared Costs based on the Company's itemization of the Shared Company Costs and the Government Entity's itemization of the Shared Government Costs set forth in the Government Itemization, (iii) any Reimbursable Private Conversion Costs, (iv) any Reimbursable Upgrade Costs, (v) any Reimbursable Temporary Service Costs, (vi) any credits to the Government Entity for payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement, and (vii) the Net Amount, as determined in accordance with Section 7(b), above, together with such documentation and information as the Government Entity may reasonably request to verify the Company Statement. The itemization of the Shared Company Costs included in the Company Statement shall, at a minimum, break down the Shared Company Costs by the following categories, as applicable: (i) design and engineering costs, and (ii) construction costs, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Company.
- (e) Within thirty (30) business days after the Government Entity's receipt of the Company Statement and requested documentation and information, the Net Amount shall be paid by the owing Party to the other Party, as specified in the Company Statement.

8. Indemnification.

- (a) The Government Entity releases and shall defend, indemnify and hold the Company harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. During the performance of such activities the Government Entity's employees or contractors shall at all times remain employees or contractors, respectively, of the Government Entity.
- (b) The Company releases and shall defend, indemnify and hold the Government Entity harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Company in its performance under this Agreement. During the performance of such activities the Company's employees or contractors shall at all times remain employees or contractors, respectively, of the Company.
- (c) Solely for purposes of enforcing the indemnification obligations of a Party under this Section 8, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 8 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

9. Conversion of Service to Customers within Conversion Area.

- (a) Upon commencement of the Work, the Government Entity shall notify all persons and entities within the Conversion Area that service lines to such customers must be converted from overhead to underground service within the applicable statutory period following written notice from the Government Entity that service from underground facilities are available in accordance with RCW 35.96.050. Upon the request of any customer, other than a single family residential customer, within the Conversion Area, the Company shall remove the overhead system and connect such persons' and entities' Underground Service Lines to the Underground Distribution System.
- (b) The Parties acknowledge that single family residences within the Conversion Area must (i) provide a service trench and conduit, in accordance with the Company's specifications, from the underground meter base to the point of service provided during the conversion, and (ii) pay for the secondary service conductors as defined in Schedule 85 of the Company's Electric Tariff G. The Government Entity shall exercise its authority to order disconnection and removal of overhead facilities with respect to owners failing to convert service lines from overhead to underground within the timelines provided in RCW 35.96.050.

10. Dispute Resolution.

- (a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the Parties. A Party who wishes dispute resolution shall notify the other Party in writing as to the nature of the dispute. Each Party shall appoint a representative who shall be responsible for representing the Party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the Parties' representatives in writing to the senior management of the Parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.
- (b) Any claim or dispute arising hereunder which relates to any Request for Change or any equitable adjustment under Section 6, above, or the compensation payable by or to either Party under Section 7, above, and which is not resolved by senior management within the time permitted under Section 10(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.
- (c) In connection with any arbitration under this Section 10, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the Parties. Each Party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing Party's costs and expenses (including, but not limited to, reasonable attorneys' fees) by the other Party.
- (d) Unless otherwise agreed by the Parties in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

11. Uncontrollable Forces.

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

12. Insurance.

- (a) PSE shall, and shall require each of its contractors to, secure and maintain in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) comprehensive general liability insurances, with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$1,000,000 per occurrence/aggregate for property damages, and professional liability insurance in the amount of \$1,000,000.
- (b) The Government Entity shall ensure that each of its contractors performing any Government Work secures and maintains in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) insurance policies having the same coverage, amounts and limits as specified Section 12(a), above.
- (c) In lieu of the insurance requirements set forth in Section 12(a), above, the Company may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the Government Entity's request, the Company shall provide the Government Entity with reasonable written evidence that the Company is maintaining such self-insurance.

13. Other.

- (a) Agreement Subject To Tariff. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electrical Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.
- (b) Termination. The Government Entity reserves the right to terminate the Conversion Project and this Agreement upon written notice to the Company. In the event that the Government Entity terminates the Conversion Project and this Agreement, the Government Entity shall reimburse the Company for all costs reasonably incurred by the Company in connection with the Work performed prior to the effective date of termination. In such event, the costs reimbursable to the Company (i) shall not be reduced by any Shared Government Costs or other costs incurred by the Government Entity, and (ii) shall be paid within thirty (30) days after the receipt of the Company's invoice therefor. Sections 1, 5, 7, 8, 9, 10, 11 and 13 shall survive any termination of the Conversion Project and/or this Agreement.
- (c) Facilities Greater Than 15,000 Volts. Nothing in this Agreement shall in any way affect the rights or obligations of the Company under any previous agreements pertaining to the existing or future facilities of greater than 15,000 Volts within the Conversion Area.

- (d) Compliance With Law. The Parties shall, in performing the Work under this Agreement, comply with all applicable federal, state, and local laws, ordinances, and regulations.
- (e) No Discrimination. The Company, with regard to the Work performed by the Company under this Agreement, shall comply with all applicable laws relating to discrimination on the basis race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
- (f) Independent Contractor. The Company and the Government Entity agree that the Company is an independent contractor with respect to the Work and this Agreement. The Company is acting to preserve and protect its facilities and is not acting for the Government Entity in performing the Work. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties. Neither the Company nor any employee of the Company shall be entitled to any benefits accorded employees of the Government Entity by virtue of the Work or this Agreement. The Government Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Company, or any employee of the Company.
- (g) Nonwaiver of Rights or Remedies. No failure or delay of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any other right under this Agreement, and no course of dealing or performance with respect thereto, shall, except to the extent provided in this Agreement, be construed as a waiver or, or choice of, or relinquishment of any right under any provision of this Agreement or any right at law or equity not otherwise provided for herein. The express waiver by either Party of any right or remedy under this Agreement or at law or equity in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance.
- (h) No Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives.
- (i) Governmental Authority. This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental regulatory authorities and courts having jurisdiction over this Agreement, the Parties or either of them. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental regulatory authorities and courts that are required to be incorporated into agreements of this character are by this reference incorporated in this Agreement.
- (j) No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either Party. Further, neither Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.
- (k) Severability. In the event that any provision of this Agreement or the application of any such provision shall be held invalid as to either Party or any circumstance by any court having jurisdiction, such provision shall remain in force and effect to the maximum extent provided by law, and all other provisions of this Agreement and their application shall not be affected thereby but shall remain in force and effect unless a court or arbitrator holds they are not severable from the invalid provisions.

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

If to the Government Entity:

City of Des Moines
21650 11th Ave South
Des Moines, WA 98198-6317
Attn: Dan Brewer
Fax: 206-870-6596

If to the Company:

Puget Sound Energy, Inc.
6905 South 228th Street
Kent, WA 98032
Attn: Doug Corbin
Fax: 253-395-6882

Any Party may change its address specified in this Section 13(l) by giving the other Party notice of such change in accordance with this Section 13(l).

- (m) Applicable Law. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.
- (n) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties; provided, however, that except as expressly set forth in this Agreement, nothing herein is intended to or shall alter, amend or supersede the Design Agreement and the same shall remain in full force and effect in accordance with its terms.
- (o) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the Parties, including but not limited to, any entity to which the rights or obligations of a Party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:

Company:

CITY OF DES MOINES

PUGET SOUND ENERGY, INC.

BY _____

BY _____

ITS _____

ITS Municipal Liaison Manager

Date Signed _____

Date Signed _____

Approved as to form:

**Exhibit "A" Project Plan
Schedule 74 Underground Conversion**

City of Des Moines
South 216th Street - Seg.2 (18th Ave. S. to 24th Ave. S.)
PSE Project Number: 101061087
(September 17, 2012)

Pursuant to Puget Sound Energy ("PSE") Rate Schedule 74 and as described in this Project Plan, PSE will convert its existing overhead electrical distribution system of 15,000 volts or less to an equivalent Underground Distribution System. This Project Plan describes work to be performed by PSE and the City of Des Moines (the "City") for the conversion of certain PSE electrical distribution system facilities as described herein (the "Conversion Project"). Construction of this Conversion Project is contingent upon and shall not commence prior to both written acceptance of this Project Plan and written execution of a Schedule 74 Construction Agreement by the City and PSE.

This Project Plan includes and consists of:

- Detailed description of the Construction Work to be performed
- Construction Drawings, Standards, Specifications and Requirements for the Construction Work (attached)
- Operating Rights to be obtained for the Conversion Project (attached)
- Construction Work Schedule
- Construction Costs Estimate Summary (attached)

Revisions to this Project Plan must be mutually approved by the City and PSE.

Scope of Work

This Conversion Project will replace PSE's existing overhead electrical distribution system with an Underground Distribution System within the following area (the "Conversion Area"): South 216th Street – generally between 18th Ave. S. & 24th Ave. S. The Conversion Project is approximately 4,359 feet in length, including laterals and road crossings.

The Conversion Project includes modification or replacement of all existing services lines within the Conversion Area to connect to the Underground Distribution System and removal of PSE's existing overhead electric distribution facilities (including PSE distribution poles and pole mounted street lights) from the Conversion Area. This scope does not include conversion of

PSE's existing and proposed fiber optic communication system, which will be covered under a separate Agreement.

Fluidized Thermal Backfill (FTB, a form of controlled density fill) is required in trenches containing four or more PSE six inch ducts. FTB will be used in place of standard backfill as shown in the Construction Drawings in accordance with applicable PSE Standards.

There are no Temporary Service elements included in the Conversion Project Scope of Work.

PSE initiated upgrades included in this project consist of: The conversion and installation of PSE's existing and proposed fiber optic communication system.

City requested upgrades included in this project consist of: The cut-over of three commercial services outside of normal core working hours.

Temporary Service included in this project consists of: None.

The following portions of PSE's existing facilities to be converted are located outside of Public Thoroughfare: None.

In conjunction with this Conversion Project, PSE will remove its existing street lighting system from the Conversion Area, in coordination with the City of Des Moines. Provision of a replacement street lighting system within the Conversion Area is not included in this Project Plan. Replacement street lighting service can be provided by separate arrangement in accordance with applicable PSE Tariff Schedules.

Responsibilities of Parties

City Responsibilities

- a) Provide written notice to customers within the Conversion Area in advance of Conversion Project Construction Work start. The notice will include contact information for both the City and PSE, the expected Conversion Project schedule, anticipation of service interruptions and work required to be performed by customers.
- b) Coordinate other utility conversion, removal and relocation from PSE's poles.
- c) Provide all surveying for equipment placement, locations, and establish all grade elevations for the Underground Distribution System within the Conversion Area.
- d) Provide all necessary excavation, bedding, backfill, off-site disposal, site restoration and coordination for installation of the Underground Distribution System. This includes trenching, backfill, and restoration for cut-over and transfer of existing underground system and service lines from the existing overhead distribution system to the new Underground Distribution System.
- e) Coordinate private property trenching, excavation and restoration activity with private property owners affected by this Conversion Project.
- f) Provide flagging and traffic control as required for all work performed by the City.
- g) Install and proof all ducts and vaults for the Underground Distribution System (excluding work in ducts or vaults containing energized cables or equipment – see PSE Responsibilities)

in accordance with PSE standards and specifications using ducts and vaults provided by PSE. "Proofing" as used herein is defined as verification using a mandrel that the duct and vault system is free and clear of damage, installed to the proper grade and at the proper location and contains a pulling line.

- h) Provide PSE at least ten (10) business days notice prior to the start of trenching activity to allow for delivery of PSE materials to the job site and scheduling of PSE's on-site Inspector. Provide at least two (2) business days notice for scheduled delivery of vaults from the manufacturer.
- i) Provide secure staging and storage area(s) for duct and vault materials provided by PSE. The City shall be responsible for the security and condition of these materials until they are installed and accepted by PSE or returned to PSE's custody.
- j) Provide labor and equipment for the off-loading of PSE duct and vault materials delivered to the job site.
- k) Promptly following notice from PSE that the Underground Distribution System has been energized, provide notice to customers within the Conversion Area informing them of their obligation and responsibility to convert their overhead service lines to underground service lines as provided by state law or to modify existing underground service lines for connection to the Underground Distribution System. Affected service lines are listed in the Service Lines section of this Project Plan.
- l) Facilitate weekly (or as otherwise agreed by the City and PSE) construction coordination meetings to include all relevant parties participating in the conversion including PSE and it's contractor(s), the City and it's contractor(s), and other utilities.
- m) Provide any necessary operating rights for the installation of PSE's facilities in accordance with PSE's Schedule 74 Section 3 and as mutually agreed by the PSE and the City. Operating rights are further addressed in the Operating Rights section of this Project Plan.
- n) Modify, reroute or replace service lines to City owned facilities to connect to the Underground Distribution System.
- o) Following notification from PSE that Construction Work is complete, provide to PSE any Shared Government Costs as provided for in the Construction Agreement.

Puget Sound Energy Responsibilities

- a) Provide all duct and vault materials, cables, electrical equipment and components necessary for installation of the Underground Distribution System.
- b) Following notice from the City, deliver or cause to be delivered all duct and vault materials to the designated staging/storage area(s). Acknowledge delivered quantities and condition of duct and vault materials by signing shipping manifests.
- c) Following notice from the City, provide inspection services needed for overseeing the proper installation of ducts and vaults by the City.
- d) Accept delivery of the completed duct and vault system once the new system has been proofed (as described above) by the City. PSE will provide a mandrel to the City to be used in proofing of the duct and vault system.

- e) Provide PSE electrical workers to complete duct installation and proofing when such work is performed at or in any energized vault containing energized cables or equipment.
- f) Install (except for ducts and vaults installed by the City) and energize the Underground Distribution System. Provide written notice to the City when the Underground Distribution System is energized.
- g) Perform cut-over and transfer of existing Underground Distribution System and existing underground service lines from the overhead distribution system to the new Underground Distribution System where applicable (see City Responsibility item "d" concerning trenching responsibility). PSE will notify the City for excavation and the affected customers at least two (2) business days prior to installation, transfer, and connection of underground service lines. Affected service lines are listed in the Service Lines section of this Project Plan.
- h) Install and connect replacement underground service lines to single family residences and connect modified and replacement non-residential underground service lines provided by customers within the Conversion Area pursuant to PSE Tariff Schedule 85. Affected service lines are listed in the Service Lines section of this Project Plan.
- i) Remove the existing overhead electric distribution system including, conductors, equipment, down guys, anchors and poles after all service lines to customers within the Conversion Area are connected to the Underground Distribution System and all other utilities have been removed from PSE's poles. Holes left following removal of poles will be filled with crushed rock and compacted in accordance with applicable City standards or specifications.
- j) Provide flagging and traffic control as required for all work performed by PSE (except as may otherwise be reasonably provided by the City during installation of ducts and vaults in conjunction with City performed trenching, excavation, back-fill and restoration).
- k) Attend weekly (or as otherwise agreed by the City and PSE) construction coordination meetings facilitated by the City and its contractor during periods of Conversion Project construction.

Operating Rights

The Underground Distribution System will be located within Public Thoroughfare except as described in the Operating Rights Attachment. The Construction Work will not be released by PSE for construction until i) all operating rights necessary for the installation of PSE's facilities have been obtained and have been verified by PSE, or ii) the City otherwise signs an agreement releasing PSE from any and all financial obligations associated with the location or relocation of PSE facilities resulting from commencement of construction prior to acquisition of all identified necessary operating rights.

Construction Work Schedule

The work will be performed in accordance with the following Work Schedule, unless this schedule is revised by mutual agreement of the City and PSE or circumstances beyond the reasonable control of the City and/or PSE preclude such performance.

Installation of ducts and vaults: Winter 2012 through Spring 2013.

Installation and energization of the Underground Distribution System: Spring 2013.

Removal of overhead facilities: Begin ten (10) days after all services have been converted and the removal of other utilities from PSE poles. The removal of the existing street lighting system shall be coordinated with The City of Des Moines.

Installation and removal of Temporary Service: None required.

Work Schedule Restrictions: Subject to permit requirements.

Construction Cost Estimate

The estimated costs to perform the Construction Work and the allocation of costs between the parties are presented in the attached Construction Costs Estimate Summary. These estimated costs are valid for ninety (90) days from the date shown on the attached Construction Costs Estimate Summary. If this Project Plan and the Construction Agreement are not fully executed within ninety (90) days from the date shown on the attached Construction Costs Estimate Summary the estimated costs shall be subject to revision.

The previously executed Design Agreement has been fulfilled with the submission of the attached Construction Plans and Construction Agreement. The construction costs provided include costs associated with construction starting with a pre-construction meeting called by the City and attended by the City's contractor. Time spent on this project at the request of the City between the date of this Project Plan and the pre-construction meeting will be compensated by Change Order.

Estimated Inspection and Service Provider Outside Services costs are based on 2012 contract rates. Costs for work performed by PSE after January 31, 2013 shall be subject to revision to reflect contract rates which become effective after this date. Further, in the event performance of the Construction Work does not proceed substantially as provided in this Project Plan, PSE's estimated construction costs shall be subject to revision.

Changes in Construction Work scope, performance and/or schedule can result in actual Construction Costs which significantly differ from estimated costs shown in the Construction Cost Estimate Summary. Such changes shall promptly be brought to the attention of PSE and the City when anticipated or known to occur and shall be documented in a Change Order mutually agreed by the City and PSE.

Project Assumptions

The project design, construction plans and cost estimates are based on and reflect the following assumptions. Construction conditions that are not consistent with these assumptions may result in a request for change or an equitable adjustment to project compensation under Section 6 of the Construction Agreement.

Cost Assumptions

1. The Construction Work will be performed in accordance with the Construction Drawings and Construction Work Schedule.
2. PSE's Project Manager will accept or reject (with written justification) the duct and vault installation work performed by the City within five (5) business days notice of completion from the City. In the event PSE rejects any of the ducts or vaults (with reasonable written justification), the City will perform the necessary remedial work. The City will then re-notify PSE and PSE shall have five (5) business days to accept or reject the remedial work.
3. All PSE cables can be pulled through the ducts and vaults system to be used for the Conversion Project utilizing normal cable pulling equipment and methods.
4. A City Street Use permit is the only permit necessary for PSE to perform its work for this Conversion Project and will be issued within two (2) weeks of PSE submitting a complete permit application (including any supporting documentation reasonably required by the City). There will be no charge for the permit or inspection fees.
5. The estimated daily productivity rate for PSE duct and vault installation is based on the City's contractor opening a minimum of 60 feet of trench per working day. The daily productivity rate is used to estimate the number of days a PSE Inspector will be required during installation of ducts & vaults. The Inspector will be scheduled in full day increments and in one continuous effort. Changes to a continuous schedule require a minimum of (3) three days advance notice and must be mutually agreed between the City and PSE.
6. Included in the project pricing is attendance by the PSE Project Manager at scheduled weekly construction meetings while the duct and vaults are actively being installed and when the PSE line crew is on site. Additional meetings that may be required while PSE facilities are not being installed, will be compensated on a Change Order basis.
7. Traffic control provided by PSE assumes the use of two flaggers, basic signage and simple channelization. Additional traffic control measures are not included.
8. Work to be performed by PSE does not include installation and/or removal of Temporary Service facilities at the request of others during construction.
9. All cut-over and transfer work will be completed during regular working hours. Exception is the US Post office, Grycon, and Pac Stainless where underground service connections currently exist and PSE coordination is required to avoid business disruptions.
10. If new guy anchors are required they shall be installed prior to installation of new ducts in the same area.
11. When Fluidized Thermal Backfill (FTB) is used, associated cost will be allocated 100% to PSE when required for a Company Initiated Upgrade and otherwise 100% to the City.
12. Installation of protective bollards may be necessary at some locations and may not be included in the project design. In the event unplanned bollards are required they shall be installed in accordance with City requirements.

Schedule

1. There will be a total of two (2) PSE crew mobilizations as follows: i) one mobilization of an underground line crew for installation of underground conductors and equipment; and ii) one mobilization of an overhead line crew for removal of the existing overhead facilities. Once

mobilized PSE crews will have continuous productive work until all PSE Construction Work is complete.

2. All PSE Construction Work will be performed during regular working hours from 8:00 am to 5:00 pm excluding holidays. In the event that lane closures are necessary for performance of work, PSE shall be limited to working between the hours of (same as regular working hours). PSE and the City will mutually agree to weekly work schedules for the Construction Work. PSE shall be allowed to perform PSE work as scheduled without changes or interruptions caused by other construction activities.
13. Work requiring scheduled interruption of electric service (cut-overs and transfers) will be performed during the working hours specified in Schedule Assumption #2 above, and will be scheduled with at least two (2) business days notice. Exception is the US Post Office, Grycon, and Pac Stainless. These cut-overs and transfers will be coordinated to avoid business disruptions, and may take place outside the regular business hours listed above. PSE will notify customers of scheduled service interruptions.

Additional Considerations

Service Lines

Service lines within the Conversion Area must be modified or replaced to provide underground service from the Underground Distribution System as described and listed in the PSE Construction Drawings. Performance of the work and associated costs shall be governed by PSE Tariff Schedule 85.

The individual Addresses to be converted are:

Ono Yoshkatsu; 21454 24th Ave. S.

Swezea Bradford J; 2259 S. 216th St.

Sharon M Elgin; 2249 216th St

Teofilo Del Rosario; 2207 S. 216th St.

Rosalie E. Matt; 2215 S. 216th St.

Gloria J. Terry; 2217 S. 216th St.

Gabino Mendez; 2231 S. 216th St.

Jesse Mata Jr.; 2245 S. 216th St.

Sharon M. Elgin.; 2249 S. 216th St.

Cut-overs and Transfers

PSE customers within the Conversion Area will experience interruption of electric service during performance of the Construction Work when transferring system and customer loads from the overhead distribution system to the Underground Distribution System. PSE will notify customers at least two (2) business days in advance of expected service interruptions. Customers may request that cut-over and transfer work affecting their service be performed outside the regular working hours listed above subject to the customer's written agreement to reimburse PSE for the additional cost (at overtime rates) to perform such work outside the regular working hours.

New Service

Connection of new or increased load for City facilities (such as new traffic signals) under terms of PSE Tariff Schedule 85 will be addressed on a separate work order and work sketch. Additional costs may apply and will be quoted separately.

PSE Design & Construction Standards

This Conversion Project has been designed and will be constructed in accordance with PSE design and construction standards in effect as of the date of this Project Plan. PSE standards applicable to Construction Work to be performed by the City have been provided to the City in PSE's "Electric Distribution Trench/Duct/Vault Construction Standards, 2009". All relevant PSE standard described above are attached to this Project Plan by this reference.

Temporary Support (Holding) of PSE Poles

Whenever any pole(s) are required to be temporarily supported (held) due to excavation in proximity to such poles, the City will coordinate with PSE to provide such support. The need to temporarily support such poles shall be determined by PSE, and if required, such support shall be provided by PSE. As used herein, "temporary support" means supporting one or more poles for a continuous working period of ten hours or less.

Acceptance of Project Plan

The City and PSE mutually agree to and accept this Project Plan as of the date indicated below:

For the City:

By: _____

Its: _____

Date: _____

For PSE:

By: _____

Its: _____

Date: _____



Date: 9/17/2012

Project Title: Conversion in Des Moines 216th St from 19th Ave to 24th Ave

Project Description: Convert the existing underground system on 216th from 19th to 24th

Rate Schedule: 74

Project Manager / Phone #: Dennis Booth 253-606-4787

Project Engineer / Phone #: Dennis Booth 253-606-4787

Municipal Liaison Mgr / Phone #: Doug Corbin 253-395-6867

Project #: 101061087

Revision #: 0

Revision Date:

Construction Costs Estimate Summary ^{1,2,5}

	100% Government Entity Reimbursable Costs						100% PSE Costs	Construction Costs Totals ^{4,5}
	Shared Costs ³	Private Conversion	Gov Req Upgrade	Temporary Services	Prior Conv/Reloc Within 5 Years	Total 100% GE Reimbursable Costs		
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
Company								
Labor	\$ 4,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,300
Materials	\$ 248,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 248,300
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection	\$ 58,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,500
Service Provider Outside Services	\$ 268,100	\$ -	\$ 3,400	\$ -	\$ -	\$ 3,400	\$ -	\$ 271,500
Operating Rights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overhead	\$ 89,900	\$ -	\$ 600	\$ -	\$ -	\$ 600	\$ -	\$ 90,500
Government Entity⁵								
Labor	\$ 97,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,100	\$ 101,800
Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Civil For Fiber	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,500	\$ 8,500
Construction Costs Totals^{4,5}	\$ 766,800	\$ -	\$ 4,000	\$ -	\$ -	\$ 4,000	\$ 12,600	\$ 783,400

Projected allocation of Estimated Construction Costs at Completion of Construction Work

Company	\$ 460,100			\$ 12,600	\$ 472,700
Government Entity	\$ 306,700		\$ 4,000		\$ 310,700

Notes:

¹ Estimate prepared in accordance with Sections 6 & 11 of Schedule 74 Design Agreement and Section 7 of Schedule 74 Construction Agreement

² All amounts shown in this estimate are rounded up to the next \$100

³ Shared Costs are allocated 40% to the Government Entity and 60% to the Company if the Conversion Project is completed

⁴ Total Costs excludes Government Entity costs of trenching, restoration, and surveying

⁵ This estimate presentation may not include eligible estimated Government Entity costs and may be incomplete

City of Des Moines Public Works

Transportation Gateway Project South 216th Street - Segment 2

18th Ave. S. to 24th Ave. S.

September 2012

Joint Utility Trench Construction Cost Estimate Breakout - PSE Fiber

September 2012 - Joint Utility Trench Agreement DRAFT

No.	Sect. No.	Item	Quantity	Unit	Unit Cost	Total Cost	JUT as a Percent of Project Total	PSE Fiber Percent of Trench Usage	PSE Fiber Responsibility Percentage	PSE Fiber Quantities	Unit	Unit Cost	PSE FIBER Cost				
Bid Schedule A: Public Roadway Improvements																	
2	1-04	Contractor's Trailer and Site	1	LS	\$	20,000.00	\$	20,000.00	20.83%	1.00%	0.21%	0.0021	LS	\$	20,000.00	\$	42
3	1-05	Roadway Surveying	1	LS	\$	50,000.00	\$	50,000.00	20.83%	1.00%	0.21%	0.0021	LS	\$	50,000.00	\$	104
6	1-07	SPCC Plan	1	LS	\$	1,000.00	\$	1,000.00	20.83%	1.00%	0.21%	0.0021	LS	\$	1,000.00	\$	2
7	1-08	Type B Progree Schedule	1	LS	\$	5,000.00	\$	5,000.00	20.83%	1.00%	0.21%	0.0021	LS	\$	5,000.00	\$	10
8	1-07	Mobilization	1	LS	\$	400,000.00	\$	400,000.00	20.83%	1.00%	0.21%	0.0021	LS	\$	400,000.00	\$	833
9	1-10	Pedestrian Control and Protection	1	LS	\$	15,000.00	\$	15,000.00	20.83%	1.00%	0.21%	0.0021	LS	\$	15,000.00	\$	31
10	1-10	Project Temporary Traffic Control	1	LS	\$	300,000.00	\$	300,000.00	20.83%	1.00%	0.21%	0.0021	LS	\$	300,000.00	\$	625
11	1-11	Quality Control Plan	1	LS	\$	550.00	\$	550.00	20.83%	1.00%	0.21%	0.0021	LS	\$	550.00	\$	1
12	1-11	Waste Mitigation Plan	1	LS	\$	550.00	\$	550.00	20.83%	1.00%	0.21%	0.0021	LS	\$	550.00	\$	1
13	1-11	Noise Mitigation Plan	1	LS	\$	550.00	\$	550.00	20.83%	1.00%	0.21%	0.0021	LS	\$	550.00	\$	1
52	8-01	ESC Lead	240	Day	\$	100.00	\$	24,000.00	20.83%	1.00%	0.21%	0.5	Day	\$	100.00	\$	50
53	8-01	Erosion/Water Pollution Control	1	LS	\$	40,000.00	\$	40,000.00	20.83%	1.00%	0.21%	0.0021	LS	\$	40,000.00	\$	83
54	8-01	Stormwater Pollution Prevention Plann (SWPPP)	1	LS	\$	5,000.00	\$	5,000.00	20.83%	1.00%	0.21%	0.0021	LS	\$	5,000.00	\$	10
55	8-01	Temporary Detention/Retention SWPPP Control Facilities	1	LS	\$	40,000.00	\$	40,000.00	20.83%	1.00%	0.21%	0.0021	LS	\$	40,000.00	\$	83
56	8-01	Silt Fence	3,850	LF	\$	5.00	\$	19,250.00	20.83%	1.00%	0.21%	8.0208	LS	\$	5.00	\$	40
57	8-01	Inlet Protection	75	EA	\$	75.00	\$	5,625.00	20.83%	1.00%	0.21%	0.1563	EA	\$	75.00	\$	12
136	8-31	HMA For Trench Patching Class 1/2" PG 64-22, for Aerial Utility Conversion	62	TON	\$	100.00	\$	6,200.00	100.00%	1.00%	1.00%	0.62	TON	\$	100.00	\$	62
137	8-31	Franchise Utility Excavation, Inc. Haul	3,474	CY	\$	45.00	\$	156,330.00	100.00%	1.00%	1.00%	34.74	CY	\$	45.00	\$	1,563
138	8-31	Franchise Utility Trench Bedding, Sand	1,241	CY	\$	25.00	\$	31,025.00	100.00%	1.00%	1.00%	12.41	CY	\$	25.00	\$	310
139	8-31	Franchise Utility Trench Bedding, Fluidized Thermal Backfill	134	CY	\$	100.00	\$	13,400.00	100.00%	1.00%	1.00%	1.34	CY	\$	100.00	\$	134
140	8-31	Franchise Utility Trench & Structure Backfill, Crushed Surfacing Top Course	3,238	TON	\$	25.00	\$	80,950.00	100.00%	1.00%	1.00%	32.38	TON	\$	25.00	\$	810
141	8-31	Shoring or Extra Excavation, Class B, For Aerial Utility Conversion	1	LS	\$	35,000.00	\$	35,000.00	100.00%	1.00%	1.00%	0.01	LS	\$	35,000.00	\$	350
						Subtotal:	\$	1,249,430.00						COMCAST'S ESTIMATED SHARE OF SCHEDULE A COST: \$			5,159

Bid Schedule B: PSE Fiber Optic

B6	8-26	Install Conduit 4-Inch	1,188	LF	\$	3.00	\$	3,564.00
B12	8-26	Install Franchise Utility Structure - Comm Vault 2'3"x5'2.5"x3'6"	1	EA	\$	500.00	\$	500.00

Subtotal \$ 4,064
Sales Tax (9.5%) \$ 386

SCHEDULE B (Fiber) - TOTAL ESTIMATED CONSTRUCTION COST \$ 4,450

TOTAL ESTIMATED CONSTRUCTION COST RESPONSIBILITY FOR PSE FIBER: \$ 9,609

Consent Agenda Item #4

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Joint Utility Trench Agreement with
Comcast for the South 216th Street
Project (Segment 2: 18th Ave. S. to
24th Ave. S.)

ATTACHMENTS:

1. Joint Trench Agreement with Comcast

AGENDA OF: September 27, 2012

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: September 17, 2012

CLEARANCES:

- [X] Legal PB
- [X] Finance ph
- [] Marina N/A
- [] Parks, Recreation & Senior Services N/A
- [X] Planning, Building & Public Works HA
- [] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: FAB

Purpose and Recommendation:

The purpose of this item is for approval of a joint utility trench agreement with Comcast (refer to Attachment 1), to document and establish roles and responsibilities for the utility undergrounding improvements on the South 216th Street Project (Segment 2: 18th Ave. S. to 24th Ave. S.), consistent with Council direction provided on December 21, 2009. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion: "I move to approve the attached Joint Trench Utility Agreement with Comcast for the utility undergrounding improvements of the South 216th Street Project (Segment 2: 18th Ave. S. to 24th Ave. S.), and further authorize the City Manager to sign the Agreement, substantially in the form as submitted."

Background

The South 216th Street Improvement Project (Segment 2: 18th Ave. S. to 24th Ave. S.) has been adopted as part of the Capital Improvement Plan for the City of Des Moines. The project design has been completed, permits have been approved, and the City is about ready to advertise the project for construction bids.

Staff conducted a utility coordination effort as part of the improvement project. All utilities within the project limits have been involved in the process. Overhead utilities, including PSE, Comcast, and Century Link, are being undergrounded.

The Des Moines Municipal Code contains the following section regarding undergrounding:

12.48.110 Improvement of streets, utility undergrounding.

The city council, when ordering the improvement of a street, whether financed by a local improvement district or city funds, shall determine whether the relocation of electrical and communication systems underground is required, and if so, the manner of payment therefore. [Ord. 1012 § 11, 1993.]

The undergrounding and funding of the South 216th Street Project has been discussed several times during Capital Improvement Program (CIP) budget discussions at Council since 2009. At the October 22, 2009 Council meeting, staff provided a briefing to the Council on the preliminary design and design report, which included undergrounding of overhead utilities for the Gateway Project. At the November 12, 2009 Council meeting, the Council approved a supplement to the consultant agreement for Final Design, which included provisions for utility undergrounding.

At the December 21, 2009 Council meeting, the Council confirmed its policy direction regarding the undergrounding component of the project. The Council also directed staff to make the necessary arrangements to have all of the existing overhead utilities undergrounded, and authorized Puget Sound Energy (PSE) to proceed with the design of undergrounding the distribution system in accordance with the Schedule 74 Underground Conversion Project Design Agreement.

The PSE undergrounding design has been completed and has been incorporated into the City's project plans and specifications.

Discussion

During the design phase of the project, the City met with utility purveyors to inform them of the City's plans, and to request their input and participation on the project. Comcast has agreed to participate in the joint utility trench to be shared with the City, Century Link, and Puget Sound Energy. The use of a joint utility trench reduces the costs for all of the parties. The undergrounding of Comcast facilities have been incorporated into the City's project plans and specifications.

Under this Agreement (refer to Attachment 1), the City's contractor will install Comcast provided vaults and conduit within the joint utility trench area. Comcast will be responsible for installing any of their conduits and vaults located outside of the joint utility trench area, and for providing and installing their own wiring within the system, and making all wiring connections. The agreement requires Comcast to abide by the City's construction schedule.

The agreement has provisions for Comcast's timely delivery of materials to the project, as well as their timely wiring and connection of the new system, and removal of the existing aerial system. The

Agreement requires Comcast to meet the City's schedule for completing the work. It also requires Comcast to pay for any delays they cause should they fail to deliver material on schedule, or delay the contractor in any way. It also requires Comcast to pay for any changes they request or changes that are required as a result of errors in Comcast's design.

Comcast has agreed to participate in their costs for the utility undergrounding improvements along South 216th Street, for an estimated amount of \$189,000. The final amount will depend on the actual quantities installed and the contract unit bid prices. The purpose of these funds is to pay for Comcast's fair share of the cost of the utility trench excavation, conduit and vault installation, trench bedding and backfill, and trench restoration.

The South 216th Street Project was included in this year's CIP with a planned construction phase to begin in 2013. Accordingly, we plan to advertise the project for construction bids in early October 2012.

Project Status

The Tables below summarize the recent actions that have or will come before the Council on future consent calendars. The action before the Council with this agenda item is italicized.

Agreement or Contract

Agency / Utility	Council Authorization
PSE Design Agreement	December 21, 2009
PSE Construction Agreement	Pending for September 27, 2012
Century Link Construction Agreement	Pending for September 27, 2012
<i>Comcast Construction Agreement</i>	<i>Pending for September 27, 2012</i>
Highline Water District Inter Local Agreement	Pending for September 27, 2012
TIB Funding Agreement	August 30, 2012
Amendment to WSDOT Maintenance Agreement for Street Lighting	Administrative

Alternatives

There are no available alternatives that would not significantly impact the project schedule and budget. If the Council were to decide to reverse its previous direction, and not require the utilities to be undergrounded, additional right-of-way will need to be acquired by the City in order to accommodate the aerial relocation as there is currently insufficient right-of-way to accommodate this together with the proposed improvements.

Financial Impact

The costs associated with the undergrounding of utilities have been included within the project CIP budget.

Recommendation or Conclusion

Staff recommends that Council approve the Construction Agreement.

Concurrence

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

JOINT UTILITY TRENCH AGREEMENT

**Between the City of Des Moines and Comcast
For the South 216th Street Improvement Project
18th Avenue South to 24th Avenue South**

THIS Agreement is entered into between the City of Des Moines, a Washington municipal corporation ("City"), and Comcast of Washington IV, Inc., a Washington corporation ("Comcast"). This Agreement may refer to Comcast or to City as a Party ("Party") or Parties ("Parties") to this Agreement.

RECITALS

WHEREAS, the City is undertaking a capital improvement project known as the South 216th Street – Segment 2 Improvement Project; and

WHEREAS, Comcast owns and operates certain utilities located in the South 216th Street right-of-way and within and adjacent to the project limits of the Project and that Comcast has a franchise agreement with the City to operate in said right-of-way; and

WHEREAS, pursuant to the franchise agreement adopted by Ordinance 1327, (effective date of August 30, 2003), the right-of-way improvements require Comcast to underground its facilities that are currently located above ground; and

WHEREAS, relocation requires trenching within the right-of-way and the parties recognize the efficiencies of entering into an agreement whereby one trench will be dug for all of the parties to relocate their facilities; and

WHEREAS, integrating Comcast's work into the City's Project would be more expedient, less expensive, and less disruptive to the public than undertaking both the City's and Comcast's projects separately; and

WHEREAS, the Parties mutually desire to establish a formal arrangement under which Comcast will pay the City in exchange for the City's incorporating Comcast's work into the City's Project; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs and liabilities regarding this undertaking; and

WHEREAS, the City Council of the City of Des Moines has taken appropriate action to approve the City's entry into this Agreement; and

WHEREAS, Comcast has taken appropriate action to approve Comcast's entry into this Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made part hereof, the Parties agree as follows:

AGREEMENT

1. SCOPE OF WORK.

The City will advertise for construction bids and enter into a contract for the construction of a trench which shall include power and/or communication facilities for the City, Comcast, Century Link, and PSE. This trench will generally be constructed along the north side of South 216th Street between approximately 18th Avenue South and approximately 24th Avenue South, and generally along 24th Avenue South from approximately 420 feet south of South 216th Street to approximately 450 feet north of South 216th Street.

2. TERM AND TERMINATION.

This Agreement shall commence on September 27th, 2012 and shall continue for a period of 24 (twenty four) months, unless earlier terminated pursuant to this Agreement.

In the event that either party defaults in the performance of its obligations herein, notice shall be given by the other party of its intent to terminate the Agreement for cause, to be effective thirty (30) days thereafter, unless that cause is cured within thirty (30) days after such notice.

3. CONTRACTOR REQUIREMENTS.

The independent contractor hired by the City to perform this work shall be referred to as "the contractor" in this Agreement. The contractor, pursuant to a contract with the City, shall excavate the trench, install City, PSE, Century Link, and Comcast facilities, install the bedding material, backfill and compact the trench, and perform any restoration required by the City, all to be performed in a good and workmanlike manner consistent with industry standards. The City represents that any such contract shall further require of contractor that the work be conducted in conformity with (i) the applicable procedures and requirements of the parties as described herein; (ii) all applicable laws, ordinances and regulations, and; (iii) all applicable terms and provisions of the National Electric Safety Code, including but not limited to those pertaining to protection and separation of conductors buried in earth.

4. RESPONSIBILITIES OF THE PARTIES.

A. Comcast

1. Comcast shall provide to the City, and assume full responsibility for, engineering drawings, specifications, construction standards, and quantities in accordance with acceptable industry standards and City Franchise. The drawings shall show in detail the location and elevation of the conduits, trench, and vaults, and shall include a

general traffic control plan for activities not associated with installation of facilities within the contractor controlled joint utility trench area.

2. Comcast shall obtain a permit from the City for the underground relocation of Comcast's facilities.
3. Comcast shall be responsible for supplying all materials necessary for the construction of its new conduit and vault system within the joint utility trench area. Comcast will deliver all of these materials to the job site for installation by the City's contractor. Comcast will arrange with the City's contractor any required material storage and/or security until the materials are installed.
4. Comcast shall provide inspection services needed for overseeing the proper installation of its new conduit and vault system within the joint utility trench area. Any problems identified during the installation shall be immediately reported to the City. Comcast shall cooperate in providing timely inspections so that progress of the work is not delayed.
5. Final Inspection and Acceptance. When Comcast's new conduit and vault system within the joint utility trench area is completed by the City's contractor, the City will provide Comcast written notice of its completion and request Final Inspection and Acceptance from Comcast. Within seven (7) calendar days of the City's notice, Comcast will complete a Final Inspection of the new system. Comcast shall give notice of Final Acceptance to the City within three (3) working days of completing the Final Inspection. In the event that Comcast determines that the work has not been completed per design, Comcast shall specify in writing what work remains to be done or what corrections need to be made, also within three (3) working days of completing Final Inspection. The City will notify Comcast when such identified items are completed, where upon Comcast shall again commence Final Inspection under the process set forth herein. Comcast shall not begin work on the conduit and vault system inside or outside of the joint utility trench area, until the Notice of Final Acceptance has been provided to the City. Comcast shall be responsible for any delay costs incurred by the City in the event Comcast fails to meet the Final Inspection and Acceptance schedule.
6. Schedule for Comcast Relocation Work. Following Comcast's Final Acceptance of the new conduit and vault system within the joint utility trench area, Comcast will have twenty-two (22) working days to initiate placement of its facilities and request activation of its Power Supplies by PSE. Upon activation of Power Supplies by PSE, a second twenty-two (22) working day period will commence during which COMCAST will complete placement of facilities, make necessary cut-overs, and remove overhead facilities.

7. Comcast shall provide and install all other conduits, vaults, equipment, and other materials necessary to complete the Comcast conduit and vault system located outside of the joint utility trench area.
8. Comcast will provide all cables and labor to install cables in the new conduit and vault system, labor to splice cable, and labor to perform service cutover from the existing system to the newly constructed system.
9. Comcast will perform cut-over and transfer of existing Comcast customers as Franchise requires.
10. Comcast will notify the City in writing when Comcast's installation is complete and the system has been activated.
11. Comcast will remove its existing aerial cables, equipment, and poles in conflict with the City's project.
12. Comcast will be responsible for providing all traffic control associated with the pulling of cables and associated equipment, and the removal of Comcast's existing facilities. Traffic control and other permits needed for pulling cables and installing other associated equipment will be obtained from the City by Comcast.
13. Comcast will pay its proportionate share of the joint utility trench costs as described in Section 5 of this Agreement.
14. All rights, title, and interest in Comcast facilities and associated equipment shall at all times remain with Comcast. Parties hereto acknowledge and agree that Comcast shall in no event be required to remove their respective, affected aerial facilities prior to completion of the underground facilities in accordance with this Agreement, and so long as said installation is completed in conformity with this Agreement.
15. Comcast shall maintain continued coordination with the City regarding the installation of Comcast's facilities. This coordination shall include but not be limited to the following:
 - a. Comcast representatives shall attend the pre-construction meeting.
 - b. Comcast representatives shall attend weekly construction meetings.
 - c. Comcast representatives shall provide timing of when and where its materials will be delivered to the job site.
 - d. Comcast shall provide a project schedule, including time and duration of work, for Comcast work to install facilities not associated with the joint utility trench area.
 - e. Comcast shall coordinate with other utility companies included in the joint utility trench. This may include the stacking of conduits with another utility, and locating conduits below or around other vaults.

B. CITY

1. The City shall prepare drawings and specifications for excavation of the joint utility trench. The City will advertise for bids, evaluate bids, award a contract, and monitor Contractor's activities.
2. The City's contract shall provide for all necessary excavation, bedding, backfill, off-site disposal, and site restoration for the joint utility trench project, along with the coordination of other utilities participating in the joint utility trench project. The City shall be reimbursed by Comcast for Comcast's proportionate share of the joint utility trench costs as described in Section 5 of this Agreement.
3. The City's contractor shall install Comcast provided vault and conduit materials necessary for the supporting structure within the joint utility trench area. Upon completion of the new conduit and vault system within the joint utility area, the City's contractor will proof the duct and leave a pull-rope in place. The City shall be reimbursed by Comcast for the costs of installing the Comcast provided materials as described in Section 5 of this Agreement.
4. The City's contractor shall provide all flagging and traffic control for the joint utility trench excavation and backfilling activity. The City shall be reimbursed by Comcast for Comcast's proportionate share of flagging and traffic control costs associated with the joint utility trench construction as described in Section 5 of this Agreement.
5. The City shall document quantities as its contractor proceeds with excavation, installation, and backfill and will provide detailed invoices to Comcast for work undertaken in connection with this Agreement.
6. The City shall maintain continued coordination with Comcast regarding the installation of Comcast's facilities. This coordination shall include but not be limited to the following:
 - a. The City's representatives shall attend the pre-construction meeting.
 - b. The City's representatives shall attend weekly construction meetings.
 - c. The City shall provide Comcast a copy of the Contractor's proposed work schedule showing date, location, and extent of work to be performed. This schedule shall be subject to change at any time.
 - d. Comcast shall be given ten (10) days notice that City's Contractor is beginning construction.
7. After completion of the project, the City shall provide Comcast "as-built" drawings. Upon receipt of the as-built drawings, Comcast shall have ten (10) calendar days review and comment on the as-built drawings and to accept or reject the as-built drawings. If Comcast does not provide comments on the as-built drawings within the ten (10) day period set forth above, the as-built drawings shall be deemed accepted by Comcast.

5. COST ALLOCATION.

Exhibit A, attached to this Agreement, is an estimate of Comcast's proportionate share of the joint utility trench costs. The costs shown on Exhibit A are an estimate only. The final breakdown of costs will be based on the actual quantities of work performed by the City's Contractor times the contract unit costs for each work item.

A. Joint Utility Trench Costs.

Comcast agrees to pay the City a portion of the joint utility trench costs, including trench, bedding, and backfill, commensurate with its proportionate share of trench usage as shown in Exhibit A attached hereto and incorporated by this reference. Trench costs will be finalized after completion of construction and Comcast agrees to pay the City for actual construction costs.

B. Conduit and Vault Installation.

Comcast agrees to pay for the excavation, site preparation, and installation for their conduit and vaults that are outside the joint utility trench area separately and in addition to any joint utility trench costs, survey costs, and traffic control costs discussed herein. These additional costs shall be preliminarily determined from the bid price accepted by the City. The cost to excavate for and install Comcast's vaults will be finalized after completion of construction, and Comcast agrees to pay the City for actual construction costs.

C. Street Crossings.

Comcast agrees to pay the City for the installation costs for the City's contractor to install Comcast's conduits in street crossings. These costs are in addition to the joint utility trench costs outlined in Section 5.A.

D. Survey.

Comcast agrees to pay the reasonable costs for the City's surveyor to provide vault locations and elevations and any other survey data that may be required to locate and place Comcast facilities.

E. Traffic Control.

Comcast agrees to pay the City a portion of the traffic control costs associated with the construction of the joint utility trench, commensurate with its proportionate share of trench usage as shown in Exhibit A attached hereto and incorporated by this reference.

F. Administration Costs.

Comcast agrees to reimburse the City for Comcast's prorated share of the City's project administration and management costs. Comcast's prorated share of these costs is anticipated to be \$10,000.

G. Additional Expenses.

Comcast agrees to pay their proportionate share of any additional expenses incurred due to Comcast's approved change requests, in providing the trench due to any over-excavation required or any other unforeseen conditions attributable to Comcast facilities, including any additional trench width or depth attributable to errors in Comcast's design or conflicts not accounted for in Comcast's design, and to dewatering for ground water. Any changes to Comcast's portion of work perceived as necessary by the City's contractor must be approved by Comcast in advance. Comcast will not pay for any share of additional expenses incurred due solely to approved change requests from other joint utility trench users and/or the City.

H. Claims by Contractor.

Comcast agrees to pay the entire cost of any claims made by the City's contractor that are proximately caused by Comcast. These claims may include delays caused by Comcast installing their facilities, delays caused by Comcast providing and delivering their materials, or any other conflicts, claims, liens or lawsuits between the City's contractor and Comcast. These claims must be verifiable or substantiated claims and be subject to binding arbitration.

I. Invoice.

Comcast agrees to pay the City within thirty (30) days of being invoiced by the City for amounts that the City has been invoiced by the contractor for work that has been completed by the contractor and approved by Comcast and which Comcast has agreed to pay under this Agreement.

J. Defective or Unauthorized Work.

Per the terms of the Contract between the City and its contractor, Comcast reserves the right to withhold payment from the City for any defective or unauthorized work performed by the contractor. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without Comcast's approval. If for any reason it is necessary to satisfactorily complete any portion of the work, Comcast may complete the work using its own means.

K. Final Payment/Waiver of Claims.

The making of final payment by the parties shall constitute a waiver of claims by the contractor, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

L. Withdrawal from Agreement.

Should Comcast elect not to participate in the joint utility trench, it will be the responsibility of Comcast to relocate its facilities for the project within thirty (30) days of the City's contractor's completion of the joint utility trench. Comcast's new facilities must be located in the public right-of-way and construction of these facilities can in no way delay the City's contractor. Comcast shall be held liable for any delay to the City's project due to Comcast's utility work. The City cannot accept delays in the schedule due to Comcast electing not to participate in the joint utility trench.

6. CHANGES.

After the City executes a contract with the Contractor, Comcast shall submit any changes requested to be performed by the City's contractor to the City. The City shall submit this to the contractor; obtain a price from the contractor to perform the work, and notify Comcast of this price. Prices supplied by the contractor for Comcast change orders shall be in conformance with the 25% limit in subsection 1-04.6 of the WSDOT Standard Specifications. Comcast shall have 24 hours from receiving the price from the City within which to respond. If Comcast chooses not to accept the contractor's price then this work shall only be performed by Comcast according to a mutually agreed upon schedule with the City's contractor so as not to cause delay to the contractor.

7. INDEMNIFICATION; LIENS; ENCUMBRANCES AND LIABILITY.

Each party shall defend, indemnify and hold the other party, its officers, officials, employees and agents harmless from any and all claims, injuries, damages, losses or suits including all legal costs and attorney fees, to the extent they arise from or in connection with: (a) fault, willful misconduct, or negligence of the indemnifying party, its officers, employees, agents, subcontractors and/or representatives; (b) any product liability claims relating to any material supplied by the indemnifying party under this Agreement; (c) failure of the indemnifying party, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Agreement, City Cable Franchise or any applicable local, state, or federal law; (d) claims under workers' compensation or similar employee benefit acts by the indemnifying party or its employees, agents, subcontractors, or subcontractors' employees or agents.

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 parties, its officials, employees and agents, a party's liability hereunder shall be only to the extent of the party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

No party, directly or indirectly, shall create or impose any lien on the property of another, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each party shall promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of another.

Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Agreement or any valid and applicable law, rule or regulation.

8. INSURANCE.

The contract between the City and the Contractor shall require that the Contractor procure and maintain for the duration of the project insurance of the types and in the amounts described below against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees, subconsultants or subcontractors.

A. Automobile Liability

Insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

B. Commercial General Liability

Insurance written on an occurrence basis with limits no less than \$1,000,000 single limit per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU); and employer's liability or Stop Gap coverage under workers' compensation insurance.

C. Excess Liability

Insurance with limits not less than \$1,000,000 per occurrence and aggregate.

Any payment of deductible or self-insured retention shall be the sole responsibility of the City's contractor. The Parties, their officials, employees, agents and volunteers shall be designated as additional insureds on the insurance policy, as respects work performed by or on behalf of the Parties under this Agreement and a copy of the endorsement, or its equivalent, designating the Parties as additional insured shall be attached to the Certificate of Insurance, copies of which shall be provided to the Parties prior to commencement of construction by the City's contractor. The contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

9. FRANCHISE AGREEMENT.

The City and Comcast agree that as to future projects, by entering into this Agreement, neither party has waived any rights it may have under the existing franchise agreements between the City and Comcast, and the City and Comcast expressly herein reserve such rights. Notwithstanding anything in this Agreement to the contrary, Comcast's participation in the joint utility trench activity contemplated in this Agreement, and its very participation in this Agreement, shall in no event be construed as acceptance, affirmation, or ratification of the City's construction of Comcast's obligation to underground and enter into a writing pursuant to the franchise agreement, and parties understand and agree that the terms and conditions of this Agreement shall not be considered as a basis for future undergrounding projects that may be franchise required.

10. MISCELLANEOUS.

A. Compliance with Laws

The parties shall comply with all applicable federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.

B. Nonwaiver of Breach

The failure of a party to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

C. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the parties or between any party and the contractor under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

D. Attorney's Fees

To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit a party's right to indemnification under Section 7 of this Agreement.

E. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of this Agreement, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated on this Agreement.

F. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each affected party.

G. Severability

If any one or more sections, sub-sections, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect.

H. Relationship

It is understood and agreed that no agency, employment, joint venture, co-employer or partnership is created by this Agreement. No party hereto shall have the power or authority to act for another in any manner to create obligations or debts which would be binding upon another, and be responsible for any obligation or expense whatsoever of another.

I. Force Majeure

Parties shall not be deemed to be in breach of this Agreement if unable to perform their respective obligations hereunder as a result of the occurrence of an event of "force majeure," which shall include, but not be limited to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning or other similar catastrophes or other causes beyond the parties' reasonable control. The scope of events of force majeure shall not extend to payment of money owed hereunder.

J. Disclosure

Both parties agree that, to the extent allowable under RCW Chapter 42.17 [public disclosure act], all information with respect to this Agreement will be kept confidential and will be used for internal company purposes only. Neither party shall, without the prior written consent of the other party: (a) issue any press release or make any other public announcement regarding this Agreement or any relation between the City and Comcast; or (b) use the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates. Such consent by Comcast may be given only by the Executive Vice President of Corporate Communications or his or her designee. Any purported consent by any other person, including any Comcast sales or customer service representative, is void and of no effect.

K. Assignment

Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either may assign all or part of this Agreement immediately, without the prior written consent of the other party (a) to any entity that controls, is controlled by, or is in common control with a party or (b) to any successor in interest to a party or (c) if necessary to satisfy the rules, regulations and/or orders of any federal, state or local governmental agency or body.

L. Entire Agreement

The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attached Exhibits contain the entire Agreement between the parties. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

Comcast of Washington IV, Inc.

City of Des Moines

Print Name: _____

Title: _____

DATE: _____

Print Name: _____

Title: _____

DATE: _____

APPROVED AS TO FORM:

Des Moines City Attorney

NOTICES TO BE SENT TO:

Comcast

Comcast
Attn: Jerry Steele
4020 Auburn Way N
Auburn, WA 98002
(253) 288-7533 (Office)
(206) 571-8893 (Cell)
(253) 288-7500 (Fax)

With a copy to:
Comcast Cable Communications, LLC
1500 Market Street
Philadelphia, PA 19102
Attention: General Counsel

NOTICES TO BE SENT TO:

City of Des Moines

City of Des Moines
Attn: Dan Brewer
21650 11th Avenue South
Des Moines, WA 98198
(206) 870-6581 (Office)
(253) 221-9783 (Cell)
(206) 870-6596 (Fax)

Exhibit A

JOINT UTILITY TRENCH AGREEMENT

**Between the City of Des Moines and Comcast
For the South 216th Street Improvement Project
18th Avenue South to 24th Avenue South**

Transportation Gateway Project South 216th Street - Segment 2
18th Ave. S. to 24th Ave. S.
August 2012

No.	Sect. No.	Item	Quantity	Unit	Unit Cost	Total Cost	JUT as a Percent of Project Total	Comcast Percent of Trench Usage	Comcast Responsibility Percentage	Comcast Quantities	Unit	Unit Cost	Comcast Cost
-----	--------------	------	----------	------	--------------	---------------	---	---------------------------------------	---	-----------------------	------	--------------	-----------------

2	1-04	Contractor's Trailer and Site	1	LS	\$	20,000.00	\$	20,000.00	20.83%	22.00%	4.58%	0.0458	LS	\$	20,000.00	\$	917
3	1-05	Roadway Surveying	1	LS	\$	50,000.00	\$	50,000.00	20.83%	22.00%	4.58%	0.0458	LS	\$	50,000.00	\$	2,292
6	1-07	SPCC Plan	1	LS	\$	1,000.00	\$	1,000.00	20.83%	22.00%	4.58%	0.0458	LS	\$	1,000.00	\$	46
7	1-08	Type B Progree Schedule	1	LS	\$	5,000.00	\$	5,000.00	20.83%	22.00%	4.58%	0.0458	LS	\$	5,000.00	\$	229
8	1-07	Mobilization	1	LS	\$	400,000.00	\$	400,000.00	20.83%	22.00%	4.58%	0.0458	LS	\$	400,000.00	\$	18,333
9	1-10	Pedestrian Control and Protection	1	LS	\$	15,000.00	\$	15,000.00	20.83%	22.00%	4.58%	0.0458	LS	\$	15,000.00	\$	688
10	1-10	Project Temporary Traffic Control	1	LS	\$	300,000.00	\$	300,000.00	20.83%	22.00%	4.58%	0.0458	LS	\$	300,000.00	\$	13,750
11	1-11	Quality Control Plan	1	LS	\$	550.00	\$	550.00	20.83%	22.00%	4.58%	0.0458	LS	\$	550.00	\$	25
12	1-11	Waste Mitigation Plan	1	LS	\$	550.00	\$	550.00	20.83%	22.00%	4.58%	0.0458	LS	\$	550.00	\$	25
13	1-11	Noise Mitigation Plan	1	LS	\$	550.00	\$	550.00	20.83%	22.00%	4.58%	0.0458	LS	\$	550.00	\$	25
52	8-01	ESC Lead	240	Day		100.00		24,000.00	20.83%	22.00%	4.58%	11.0	Day		100.00		1,100
53	8-01	Erosion/Water Pollution Control	1	LS	\$	40,000.00	\$	40,000.00	20.83%	22.00%	4.58%	0.0458	LS	\$	40,000.00	\$	1,833
54	8-01	Stormwater Pollution Prevention Plann (SWPPP)	1	LS	\$	5,000.00	\$	5,000.00	20.83%	22.00%	4.58%	0.0458	LS	\$	5,000.00	\$	229
55	8-01	Temporary Detention/Retention SWPPP Control Facilities	1	LS	\$	40,000.00	\$	40,000.00	20.83%	22.00%	4.58%	0.0458	LS	\$	40,000.00	\$	1,833
56	8-01	Silt Fence	3,850	LF	\$	5.00		19,250.00	20.83%	22.00%	4.58%	176.4583	LS	\$	5.00		882
57	8-01	Inlet Protection	75	EA	\$	75.00		5,625.00	20.83%	22.00%	4.58%	3.4375	EA	\$	75.00		258
136	8-31	HMA For Trench Patching Class 1/2" PG 64-22, for Aerial Utility Conversion	62	TON	\$	100.00		6,200.00	100.00%	22.00%	22.00%	13.64	TON	\$	100.00		1,364
137	8-31	Franchise Utility Excavation, Inc. Haul	3,474	CY	\$	45.00		156,330.00	100.00%	22.00%	22.00%	764.28	CY	\$	45.00		34,303
138	8-31	Franchise Utility Trench Bedding, Sand	1,241	CY	\$	25.00		31,025.00	100.00%	22.00%	22.00%	273.02	CY	\$	25.00		6,826
139	8-31	Franchise Utility Trench Bedding, Fluidized Thermal Backfill	134	CY	\$	100.00		13,400.00	100.00%	22.00%	22.00%	29.48	CY	\$	100.00		2,948
140	8-31	Franchise Utility Trench & Structure Backfill, Crushed Surfacing Top Course	3,238	TON	\$	25.00		80,950.00	100.00%	22.00%	22.00%	712.36	TON	\$	25.00		17,809
141	8-31	Shoring or Extra Excavation, Class B, For Aerial Utility Conversion	1	LS	\$	35,000.00	\$	35,000.00	100.00%	22.00%	22.00%	0.22	LS	\$	35,000.00	\$	7,700

C1	1-04	Minor Change	1	FA	\$	15,000.00	\$	15,000.00
C2	8-26	Install Conduit 4-inch	11,006	LF	\$	4.00	\$	44,024.00
C3	8-26	Install Franchise Utility Structure - Handhole 21.75"x33.25"x24"	4	EA	\$	450.00	\$	1,800.00
C4	8-26	Install Franchise Utility Structure - Vault 34.75"x52.25"x36"	6	EA	\$	600.00	\$	3,600.00
C5	8-26	Install Franchise Utility Structure - Pedestal	9	EA	\$	500.00	\$	4,500.00

Subtotal	\$	68,924
Sales Tax (9.5%)	\$	6,548

SCHEDULE C - TOTAL ESTIMATED CONSTRUCTION COST		\$	75,472
--	--	----	--------

TOTAL ESTIMATED CONSTRUCTION COST RESPONSIBILITY FOR COMCAST: \$ 188,977

Consent Agenda Item #5

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Joint Utility Trench Agreement with
Century Link for the South 216th
Street Project (Segment 2: 18th Ave. S.
to 24th Ave. S.)

ATTACHMENTS:

1. Joint Trench Agreement with Century Link
2. RCW 35.99.060

AGENDA OF: September 27, 2012

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: September 17, 2012

CLEARANCES:

[X] Legal JB

[X] Finance pl

[] Marina N/A

[] Parks, Recreation & Senior Services N/A

[X] Planning, Building & Public Works JA

[] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: Lab

Purpose and Recommendation:

The purpose of this item is for approval of a joint utility trench agreement with Century Link (refer to Attachment 1), to document and establish roles and responsibilities for the utility undergrounding improvements on the South 216th Street Project (Segment 2: 18th Ave. S. to 24th Ave. S.), consistent with Council direction provided on December 21, 2009. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion: "I move to approve the attached Joint Trench Utility Agreement with Century Link for the utility undergrounding improvements of the South 216th Street Project (Segment 2: 18th Ave. S. to 24th Ave. S.), and further authorize the City Manager to sign the Agreement, substantially in the form as submitted."

Background

The South 216th Street Improvement Project (Segment 2: 18th Ave. S. to 24th Ave. S.) has been adopted as part of the Capital Improvement Plan for the City of Des Moines. The project design has been completed, permits have been approved, and the City is about ready to advertise the project for construction bids.

Staff conducted a utility coordination effort as part of the improvement project. All utilities within the project limits have been involved in the process. Overhead utilities, including PSE, Comcast, and Century Link, are being undergrounded

The Des Moines Municipal Code contains the following section regarding undergrounding:

12.48.110 Improvement of streets, utility undergrounding.

The city council, when ordering the improvement of a street, whether financed by a local improvement district or city funds, shall determine whether the relocation of electrical and communication systems underground is required, and if so, the manner of payment therefore. [Ord. 1012 § 11, 1993.]

The undergrounding and funding of the South 216th Street Project has been discussed several times during Capital Improvement Program (CIP) budget discussions at Council since 2009. At the October 22, 2009 Council meeting, staff provided a briefing to the Council on the preliminary design and design report, which included undergrounding of overhead utilities for the Gateway Project. At the November 12, 2009 Council meeting, the Council approved a supplement to the consultant agreement for Final Design, which included provisions for utility undergrounding.

At the December 21, 2009 Council meeting, the Council confirmed its policy direction regarding the undergrounding component of the project. The Council also directed staff to make the necessary arrangements to have all of the existing overhead utilities undergrounded, and authorized Puget Sound Energy (PSE) to proceed with the design of undergrounding the distribution system in accordance with the Schedule 74 Underground Conversion Project Design Agreement.

The PSE undergrounding design has been completed and has been incorporated into the City's project plans and specifications.

Discussion

During the design phase of the project, the City met with utility purveyors to inform them of the City's plans, and to request their input and participation on the project. Century Link has agreed to participate in the joint utility trench to be shared with the City, Comcast, and Puget Sound Energy. The use of a joint utility trench reduces the costs for all the parties. The undergrounding of Century Link facilities have been incorporated into the City's project plans and specifications.

Century Link owns several poles and has an extensive fiber optic communication system throughout the project limits. Therefore RCW 35.99.060 (refer to Attachment 2) is applicable to this project. A Washington State Supreme Court ruling in 2006 on a Qwest vs. City of Kent case related to the RCW provides clear definition and application of the RCW. As such the City will be responsible for the incremental cost difference between an aerial to aerial relocation and an aerial to buried relocation per the RCW.

In discussions with Century Link, two options are available to meet this requirement:

Option One: Would be to calculate the incremental cost difference for the work, material costs, and Century Link labor costs. Century Link would require the City to pay this estimated cost in advance of the start of the work.

Option Two: Would be for the City to provide trench, backfill, restoration, and labor to install Century Link provided materials at no cost to Century Link. Most, if not all City's prefer this method for meeting the requirement, as this is essentially equivalent to the incremental cost difference. Similar cost sharing for the trench work is required in our agreement with PSE.

Staff has negotiated the attached agreement under Option 2 above. Under this Agreement (refer to Attachment 1), the City's contractor will install Century Link-provided vaults and conduit within the joint utility trench area. Century Link will be responsible for installing any of their conduits and vaults located outside of the joint trench area, and for installing their own wiring within the system, and making all wiring connections. The Agreement requires Century Link to abide by the City's construction schedule.

The Agreement has provisions for Century Link's timely delivery of materials to the project, as well as their timely wiring and connection of the new system, and removal of the existing aerial system. The Agreement requires Century Link to meet the City's schedule for completing the work. It also requires Century Link to pay for any delays they cause should they fail to deliver material on schedule, or delay the contractor in any way. It also requires Century Link to pay for any changes they request or changes that are required as a result of errors in Century Link's design.

The South 216th Street Project was included in this year's CIP with a planned construction phase to begin in 2013. Accordingly, we plan to advertise the project for construction bids in early October 2012.

Project Status

The Tables below summarizes the recent actions that have or will come before the Council on future consent calendars. The action before the Council with this agenda item is italicized.

Agreement or Contract

Agency / Utility	Council Authorization
PSE Design Agreement	December 21, 2009
PSE Construction Agreement	Pending for September 27, 2012
<i>Century Link Construction Agreement</i>	<i>Pending for September 27, 2012</i>
Comcast Construction Agreement	Pending for September 27, 2012
Highline Water District Inter Local Agreement	Pending for September 27, 2012
TIB Funding Agreement	August 30, 2012
Amendment to WSDOT Maintenance Agreement for Street Lighting	Administrative

Alternatives

There are no available alternatives that would not significantly impact the project schedule and budget. If the Council were to decide to reverse its previous direction, and not require the utilities to be undergrounded, additional right-of-way will need to be acquired by the City in order to accommodate

the aerial relocation as there is currently insufficient right-of-way to accommodate this together with the proposed improvements.

Financial Impact

The costs associated with the undergrounding of utilities have been included within the project CIP budget.

Recommendation or Conclusion

Staff recommends that Council approve the Construction Agreement.

Concurrence

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

AGREEMENT NCA7392.0
FOR
JOINT CONSTRUCTION

THIS AGREEMENT (the "Agreement") is entered into as of **October 31, 2012** ("Effective Date") between CenturyTel Services Group, LLC ("CenturyLink"), and the **City of Des Moines, Washington**, a Washington municipal corporation.

I. JOINT CONSTRUCTION TERMS AND CONDITIONS

1. DEFINITIONS:

- 1.1.** "Schedule" means a written instrument made part of the Agreement describing Work, including price, specifications, warranty terms and related shipping and delivery instructions, and sometimes referred to as a "Statement of Work". Schedules may be added, deleted or modified as agreed in writing and executed by the parties.
- 1.2.** "Project Developer" means **City of Des Moines, Washington**.

2. TERM:

The Agreement will commence as of the Effective Date and will continue through **October 31, 2014** ("Term"). If the term of any Schedule or Order extends beyond the Term, the Agreement will remain in effect for the term of and only with respect to any Schedule or Order that extends longer than the Term.

3. THE PROJECT:

- 3.1.** Project Developer intends to perform a construction project, or multiple construction projects, that may be described on one or more Schedules to this Agreement (each referred to as a "Project").
- 3.2.** In connection with the Project, it is necessary or desirable that CenturyLink install telecommunications facilities in the area in which the Project will be performed (the "Site") or that CenturyLink's existing telecommunications facilities at the Site be moved. The new or moved telecommunications facilities and all associated equipment shall be referred to in this Agreement and any Schedules, as (the "Facilities").
- 3.3.** CenturyLink has requested that as part of an individual Project, Project Developer, acting through its contractor (the "Contractor"), perform certain work in connection with the Facilities on the Site for CenturyLink, which work is more specifically described in an Exhibit to the Schedule (the "Work").

4. INVOICES AND PAYMENTS:

4.1. Invoices.

Within 30 days of providing Work to CenturyLink, Project Developer will issue an invoice by the method agreed upon by the parties. Unless otherwise required by law, CenturyLink will not pay for Work invoiced more than 90 calendar days after completion of the Work. Each invoice will contain an itemized description of the Work and all applicable charges and taxes (if Project Developer is a private entity, exclusive of taxes based on Project Developer's income). CenturyLink will be liable only for undisputed and correct taxes itemized on the invoice for Work to which the taxes relate. Project Developer, and its Contractor, is responsible for charging the correct taxes on the applicable invoice other than where CenturyLink has provided Project Developer a properly completed tax exemption certificate or other evidence of exemption. Project Developer, or its Contractor, as applicable, must be registered by the taxing jurisdictions to collect sales and/or use taxes within the states to which Work are provided.

4.2. Payment Due Date; Acceptance of Payment.

CenturyLink will pay undisputed invoices in U.S. dollars within n/a (agreement is a no cost agreement) days of CenturyLink's receipt of a proper invoice. Payment will not constitute acceptance of the applicable Work. If Project Developer accepts payment from CenturyLink for Work, Project Developer waives any claims that Project Developer may have against CenturyLink for the Work.

5. ACCEPTANCE:

Acceptance of the Work will be defined on the applicable Schedule.

6. WARRANTY:

In addition to any other express or implied obligations under the Agreement, Project Developer warrants for a period of one (1) year (or longer, if so provided by law, and to the extent provided by law) after final payment by CenturyLink for the Work, that all labor, workmanship, components, materials and other parts of the Work will be free from defects in material and workmanship under normal use and service, will be performed in accordance with industry standards and will conform in all respects with the requirements of CenturyLink's Specifications (defined on a Schedule). This time period relates only to the specific obligation of Project Developer to correct the Work, and has no relationship to the time within which CenturyLink may seek to enforce Project Developer's obligations under the Agreement or within which Project Developer must comply with the Agreement. Upon notice from CenturyLink, Project Developer will immediately, at its own expense, correct and remedy any defects in the Work occurring during the Term or during the warranty period whether observed before or after payment for the Work and whether or not the Work is already installed or completed. If Project Developer fails to promptly correct nonconforming Work, CenturyLink may correct the Work itself or hire another contractor to do so and Project Developer shall pay for all reasonable and verifiable costs of correction promptly upon demand by CenturyLink.

7. LIENS:

Project Developer warrants that no mechanics' liens or other claims or demands, including but not limited to personal injury, death, property damage, non-payment or other liability claims, will be filed or maintained by it, the Contractor, subcontractors or any other third party against any CenturyLink equipment, real estate or other property on account of the Work. CenturyLink reserves the right, at any time during the progress of the Work, to require Project Developer, the Contractor and any subcontractor to furnish evidence in form and substance acceptable to CenturyLink that all claims, liens and causes of action, if any, for the payment of wages or salaries or the payment of charges for labor, materials, tools, machinery, or supplies have been satisfied, released or settled.

8. CONFIDENTIAL INFORMATION:

8.1. Definition of Confidential Information. "Confidential Information" means any and all non-public information in accordance with the Public Records Act, chapter 42.56 RCW.

8.2. Use and Disclosure of Confidential Information.

8.3. Subject to applicable law, and except as expressly provided in the Agreement, Project Developer will, and will ensure that the Contractor does, (a) not use Confidential Information for any purpose other than the fulfillment of its obligations under the Agreement; (b) not disclose Confidential Information to any third party (including any affiliate of itself or of CenturyLink) without the prior written consent of CenturyLink; provided, Project Developer may provide essential information only to the Contractor subject to a confidentiality obligation of the Contractor no less stringent than this provision; (c) not make any copies of Confidential Information without CenturyLink's prior consent; and (d) protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. Project Developer will, and will ensure that the Contractor does, only disclose Confidential Information to employees and/or agents who have a "need to know" for purposes of the Agreement. Project Developer will, and will ensure that the Contractor does, notify and inform such employees and/or agents of their obligations under the Agreement, and Project Developer will be responsible for any breach of this section by it's or the Contractor's employees and/or agents. In the event Project Developer or the Contractor is required to disclose Confidential Information pursuant to law, Project Developer will notify CenturyLink of the required disclosure with sufficient time for CenturyLink to seek relief, will cooperate with CenturyLink in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information. Subject to applicable law, at the conclusion of the Agreement, or any time at the specific request of CenturyLink, any and all Confidential Information will be returned to CenturyLink.

9. INDEPENDENT CONTRACTORS:**9.1. Independent Contractor.**

Project Developer certifies that it is engaged in an independent business and will perform its obligations

arising in connection with the Agreement as an independent contractor and not as the agent or employee of CenturyLink. This Agreement does not create a partnership, joint venture or similar relationship between the parties and neither party will have the power to obligate the other in any manner whatsoever.

9.2. Agents and Employees.

Any persons who perform services for CenturyLink will be solely the employees or agents of Project Developer under its sole and exclusive direction and control. Project Developer is solely responsible for: (a) the hours of work, methods of performance and compensation of its employees and agents; (b) compliance with all federal, state and local rules and regulations including those governing worker's compensation, unemployment, disability insurance and social security withholding for its employees and agents; and (c) all federal and state income taxes for its income derived in connection with the Agreement.

9.3. Safety and Health.

The safety and health of Project Developer's employees and agents while working on the Project will be Project Developer's sole responsibility. Project Developer and its employees and agents will comply with all applicable rules and regulations, as well as all local, state and federal environmental, health and safety requirements, including those relating to the use and handling of hazardous materials. Project Developer will immediately report to CenturyLink any accidents, injuries or property damage arising from the performance in connection with the Agreement. Project Developer will provide CenturyLink with copies of any safety, health or accident reports that Project Developer files with any third party with respect to Project Developer's performance in connection with the Agreement.

10. INDEMNIFICATION:

- 10.1.** In addition to Project Developer's obligation to obtain and keep, and ensure that the Contractor obtains and keeps, insurance as set forth in this Agreement, and to the fullest extent permitted by law, Project Developer agrees to indemnify, defend and hold harmless CenturyLink, its affiliates and each of their officers, directors, employees and agents from and against all suits, losses, costs (including without limitation reasonable court costs and attorneys' fees), lawsuits, judgments, orders, awards, fines, penalties, expenses, liabilities, actions, damages or claims of any character ("Liabilities") arising from or in connection with (a) any personal injuries or property damage received or sustained by any person or property arising in whole or in part in connection with the Work; (b) any act or omission, neglect, negligence, gross negligence or willful misconduct of Project Developer, the Contractor or any subcontractors in connection with the Work or the Agreement; or (c) any breach by Project Developer of the Agreement.
- 10.2.** CenturyLink will indemnify, defend and hold harmless Project Developer, its employees and agents from and against all Liabilities arising from or in connection with (a) any act or omission, neglect, negligence, gross negligence or willful misconduct of CenturyLink in connection with the Agreement or (b) any breach by CenturyLink of the Agreement.
- 10.3.** Prior to the commencement of the Work, Project Developer will require the Contractor to agree in writing to indemnify, defend and hold harmless CenturyLink, its affiliates and each of their officers, directors, employees and agents from and against all Liabilities arising from or in connection with (a) any personal injuries or property damage received or sustained by any person or property arising in whole or in part in connection with the Work; and (b) any act or omission, neglect, negligence, gross negligence or willful misconduct of the Contractor or any subcontractors in connection with the Work.
- 10.4.** No party shall be required to indemnify, defend, or save harmless the other party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the party seeking indemnification.

11. LIMITATION OF LIABILITY:

Except for Project Developer's indemnification obligations and each party's breach of any requirements regarding Confidential Information, neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused, and regardless of legal theory or foreseeability, directly or indirectly arising under the Agreement, even if such

party has been apprised of the possibility of the damages.

12. INSURANCE:

12.1. General Insurance Requirements.

Project Developer will, and will require that the Contractor, at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers licensed in the areas where the Work will be performed having at minimum a "Best's" rating of A -VII. Contractor will not commence any Work until it has fulfilled all insurance requirements in this section. Contractor will require its subcontractors to maintain proper insurance applicable to the type and scope of Work to be performed under this Agreement. It is expressly understood that Contractor is ultimately responsible for its subcontractors including without limitation ensuring that the appropriate insurance is maintained by its subcontractors.

12.2. Workers' Compensation Insurance.

Workers' Compensation and/or, when applicable, Long Shoremen's and Harbor Workers Compensation insurance with (i) statutory limits of coverage for all employees as required by statute; and (ii) although not required by statute, coverage for any employee on the job site; and Stop Gap liability or Employer's Liability insurance with a limit of One Million Dollars (\$1,000,000) for each accident.

12.3. Commercial General Liability Insurance.

Commercial General Liability insurance providing coverage for bodily injury, death, personal injury and property damage occurring or arising out of the performance of this Agreement, including coverage for products/completed operations, premises operations, independent contractor's protective coverage (required if Contractor subcontracts any of the Work), and contractual liability with respect to liability assumed by Project Developer. This insurance will also include: (i) explosion hazard coverage (commonly referred to as "X" coverage) if the Work involves blasting, (ii) collapse hazard coverage (commonly referred to as "C" coverage) if the Work may cause structural damage due to excavation, burrowing, tunneling, caisson work or under-pinning, and (iii) underground hazard coverage if the Work may cause damage to underground facilities (commonly referred to as "U" coverage). The limits of liability for this coverage will be not less than the limits as set forth below.

Each Occurrence	\$1,000,000.00
General Aggregate Limit	\$2,000,000.00
Products-Completed Operations Limit	\$1,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00

These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

12.4. Commercial Automobile Liability Insurance.

Commercial Automobile Liability insurance covering owned, non-owned and hired vehicles used in connection with the performance of the Work. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage.

12.5. Certificates of Insurance.

Project Developer shall forward to CenturyLink certificates of such insurance upon execution of this Agreement and upon any renewal of such insurance during the term of this Agreement for both Project Developer and the Contractor. The insuring carrier(s) may use the ACORD or equivalent certificate of insurance form acceptable to CenturyLink. The insurance certificates shall provide that: (i) CenturyLink is named as an additional insured on the Commercial General Liability and Commercial Automobile Liability policies; (ii) thirty (30) calendar days prior written notice of cancellation of, or material change or exclusions in, the policy to which the certificates relate shall be given to CenturyLink; (iii) underground hazard coverage (commonly referred to as "U" coverage) is part of the coverage and (iv) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the

description portion of the certificate. Project Developer shall not commence any Work until the obligations of Project Developer with respect to insurance have been fulfilled. The fulfillment of such obligations shall not relieve Project Developer of any liability hereunder or in any way modify Project Developer's obligations to indemnify CenturyLink.

12.6. Work around Railroad Tracks.

Whenever any Work is performed within fifty (50) feet of railroad tracks or upon a railroad right-of-way (including, if applicable, excavation of soil or use of heavy machinery), a Railroad Protective Liability Insurance policy will be required. Such policy will be issued in the name of the railroad with such limits as required by the railroad for bodily injury, property damage or physical damage to property. In addition, such policy will name CenturyLink as contractor/subcontractor on the declarations page with respect to its interest in the specific Work. This insurance policy will be in form and substance satisfactory both to CenturyLink and the railroad company and will be delivered to and approved by both parties prior to the entry upon or use of the railroad property. Railroad Protective Liability insurance required by the railroad shall be paid by CenturyLink, and Contractor shall arrange to have such costs billed separately and directly to CenturyLink by the insuring carrier(s).

13. TERMINATION; CANCELLATION:

13.1. Notice.

Either party may terminate this Agreement (including its Schedules), in whole or in part, for its convenience with 30 days prior written notice. Project Developer will be entitled to payment for Work accepted and received by CenturyLink as of the date of termination. CenturyLink will have no other liability arising out of termination of this Agreement or a Schedule.

13.2. Breach.

Either party may terminate this Agreement (including its Schedules), in whole or in part, by written notice to the other if the other party breaches this Agreement and fails to cure such breach to the non-breaching party's satisfaction within 30 days of written notice specifying the breach.

13.3. Pre-Termination Obligations.

Expiration or termination of this Agreement (including its Schedules) will not relieve either party from its obligations arising hereunder prior to such expiration or termination.

14. DISPUTE RESOLUTION:

14.1. Negotiation.

The parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between individuals who are at a higher level than the persons with direct responsibility for administration of this Agreement. Any party may give written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the written notice, the receiving party will submit to the other a written response. The notice and the response, will include (a) a statement of the party's position and a summary of arguments supporting that position and (b) the name and title of the executive who will represent that party and anyone other person who will accompany that individual. Within 30 days after delivery of the disputing party's notice, the executives of both parties may confer at a mutually acceptable time, and thereafter as they reasonable deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations and documents exchanged pursuant to this clause are confidential, and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

14.2. Forum and Governing Law.

Any legal proceeding arising out of, or relating to this Agreement, will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction in the Seattle, Washington metropolitan area.

14.3. Waiver of Jury Trial and Class Action.

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

15. MISCELLANEOUS:

15.1. Compliance with Laws and Policies.

- (a) Project Developer will obtain, at its expense, all permits and licenses, bonds, and other necessary legal authority, pay all fees, and comply with all federal, international (if applicable), state and local laws, ordinances, rules, regulations and orders applicable to Project Developer or Project Developer's performance hereunder including, the Communications Act and orders of the Federal Communications Commission.
- (b) Project Developer, or its Contractor, will give all required notices to governmental authorities, and will coordinate all necessary governmental inspections to avoid delays in the provision of the Work.
- (c) Project Developer agrees to adhere to CenturyLink's Ethical Business Practices, or with Project Developer's code of conduct or own similar standards. If any terms of the CenturyLink Ethical Business Practices conflict with the terms of the written contract with the Project Developer, the agreement will prevail. CenturyLink's Ethical Business Practices can be found at: <http://www.CenturyLink.com/about/company/ethics/files/EthicsBrochure2007FINAL.pdf>.

15.2. Remedies; Future Projects.

No remedy specified in this Agreement will limit CenturyLink's other rights and remedies arising in connection with the Agreement, at law or in equity. CenturyLink's participation in the Project pursuant to this Agreement shall not be construed as an agreement to participate in any future projects.

Governing Law

This Agreement will be governed by the laws of the State of Washington without reference to its choice of law rules.

Records and Audits.

Project Developer will maintain complete and accurate records with respect to the Work, including all charges associated with this Agreement and the portion of the Work performed by Subcontractors, in accordance with generally accepted accounting principles, for 72 months from the date of its termination or expiration. CenturyLink, or its designee, may inspect, audit and make copies of such records, for CenturyLink's retention, on reasonable notice.

15.3. Assignment and Delegation.

The rights and obligations of each party will be binding upon and inure to the benefit of its successors and permitted assigns. Project Developer may not assign or delegate its rights or obligations under this Agreement (including its Schedules), in whole or in part, without the prior written consent of CenturyLink. Any attempted assignment or delegation by Project Developer without CenturyLink's prior written consent shall be null and void. CenturyLink may assign this Agreement (including its Schedules), in whole or in part, without the consent of Project Developer: (a) to any Affiliates of CenturyLink, (b) in connection with any merger, consolidation, reorganization or sale of all or any part of its business or assets; or (c) as CenturyLink deems appropriate in connection with any regulatory requirements. CenturyLink may delegate its rights and obligations under this Agreement (including its Schedules) in whole or in part, without the consent of Project Developer.

15.4. Notices.

Notices required under this Agreement will be sent to the addresses stated below each party's signature. Notice will be deemed given: (a) on the 1st day after deposit with an overnight courier, charges prepaid; (b) as of the day of receipt, if sent via first class U.S. Mail, charges prepaid, return receipt requested; and (c) as of the day of receipt, if hand delivered.

15.5. Advertising; Publicity.

Neither party will use CenturyLink the other party's name, marks, codes, drawings or specifications in any advertising, press release, promotional effort or publicity of any kind without CenturyLink's prior written permission.

15.6. Waiver.

Any waiver by either party of any rights hereunder or of a breach of any provision of this Agreement will not constitute a waiver of any other breach of that or any other provision of this Agreement. Any waiver must be in writing.

15.7. Modifications or Amendments; Interpretation.

Any modifications or amendments to this Agreement must be in writing and signed by both parties. The term "including" in this Agreement means by way of example, not limitation. Headings and subheadings used in this Agreement are for convenience only, and have no substantive meaning. This Agreement will not be construed against the drafting party. Contractor has read and carefully considered the terms of this Agreement, and agrees, after opportunity to consult with legal counsel, that the terms and conditions of the Agreement are fair and reasonable.

Severability.

The determination that any provision of this Agreement is invalid or unenforceable will not invalidate this Agreement, and this Agreement will be construed and performed in all respects as if such invalid or unenforceable provision was omitted insofar as the primary purpose of this Agreement is not frustrated.

15.8. Force Majeure.

Neither party will be liable to the other party for any delay or interruption of performance resulting from causes beyond its reasonable control. Upon any force majeure, either party may elect to terminate this Agreement or any Schedule or Order or to suspend the Work upon written notice.

15.9. Entire Agreement.

This Agreement and all Schedules, exhibits, amendments, documentation, and specifications referenced in those documents, contain the entire understanding between the parties with respect to the subject matter and supersede all prior oral and written understandings, arrangements and agreements between the parties relating thereto.

15.10. Survival.

The following provisions of this Agreement regarding "Representations and Warranties"; "Confidential Information"; "Indemnification"; "Work Product"; "Limitation of Liability"; "Dispute Resolution"; and "Choice of Law" and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.

15.11. Execution.

The Agreement may be executed by facsimile copy and/or in any number of counterparts, all of which together will constitute one agreement.

Signature Block

The parties, intending to be legally bound, have caused this Agreement, including any Specific Terms and Conditions referenced herein, to be executed as of the Effective Date.

CenturyLink Corporation	Project Developer - City of Des Moines
(Authorized Signature)	(Authorized Signature)
Sam Farhat	
(Print or Type Name of Signatory)	(Print or Type Name of Signatory)

Director Network Eng. & Const	
(Title)	(Title)
(Execution Date)	(Execution Date)
Address for Purposes of Notices:	Address for Purposes of Notices:
23315 66 th Ave. So. Kent, Wa., 98032 Attention: Jeff Watson Phone No: 253-372-5358 Fax No: 253-859-7921 E-Mail Address: jeff.watson@centurylink.com	City of Des Moines Attn.: Dan Brewer 21650 11 th Avenue South Des Moines, WA 98198 Phone No: (206) 870-6581 Fax No: N/A E-Mail Address: dbrewer@desmoineswa.gov Project Developer's Remit to address:
With copies to: CenturyLink Corporation Law Department – Procurement General Counsel Agreement # NCA7392.0 1801 California St. Denver, CO 80202 CenturyLink Corporation Lead Fin/Business Analyst Procurement Agreement # NCA7392.0 700 W. Mineral Ave. COG 6.09 Littleton, CO 80120	21650 11 th Avenue South Des Moines, WA 98198

STATEMENT OF WORK NO. NCA7392.SS1.0

to

AGREEMENT NO. NCA7392.0

FOR JOINT CONSTRUCTION

This Statement of Work is attached to and made a part of the most current amended version of the Agreement. In the event that any term of this Statement of Work conflicts with anything contained in the Agreement, except for terms identified in the Agreement as Non-Waivable Terms, this Statement of Work will control for purposes of this Statement of Work only. Unless otherwise defined herein, all capitalized terms in this Statement of Work will have the meanings set forth in the Agreement.

1. **Term.** This Statement of Work will commence as of October 31, 2012(Effective Date) and will continue through October 31, 2014 (Expiration Date).
2. **Party.** The CenturyLinkCenturytel Services Group Affiliate that is a party to the Schedule is CenturyLink\ CenturyLink
3. **The Work:**

The Project is described on **Exhibit A** "The Project" to this Statement of Work, and the "Work Schedule" for the Project is described on **Exhibit B** "Work Schedule".

Project Developer shall, at no cost or expense to CenturyLink, prepare and provide to CenturyLink engineering drawings, specifications and construction standards for the Project (the "Project Developer's Specifications"). Project Developer shall choose and pay all costs associated with the Contractor and shall provide to CenturyLink at least ten (10) calendar days' prior written notice prior to the beginning of the Project and of the Work. In addition, Project Developer shall provide all necessary excavation, bedding, backfill, off-Site disposal, and Site restoration for the placement of the Facilities, along with the coordination of other utilities participating in the Project. Project Developer shall provide all flagging and traffic control, including uniformed officers when required, for any necessary excavation or work performed by Project Developer. Project Developer will notify CenturyLink of any changes in the Work, and will obtain CenturyLink's prior written approval of such changes before commencement of any changes to the Work.

Within the number of days set forth in the Work Schedule after CenturyLink's receipt of Project Developer's Specification, CenturyLink shall, at no cost or expense to Project Developer, prepare and provide to Project Developer engineering drawings, specifications, construction standards and quantities pursuant to which the Work must be performed by Project Developer ("CenturyLink's Specifications"). CenturyLink's Specifications shall show in detail the quantity and size of all facilities and equipment to be used by CenturyLink that Project Developer will install pursuant to this Statement of Work. CenturyLink shall notify Project Developer in writing of any changes it wishes to make in CenturyLink's Specifications, and such changes shall be made, if feasible.

If the Work includes installation of new vaults and/or conduit, CenturyLink will install all wires, conductors and any other equipment needed to complete the CenturyLink portion of the Project as provided in **Exhibit A** in accordance with the Work Schedule set forth in **Exhibit B**. The vaults and conduit shall be owned solely by **CenturyLink**, and shall be responsible for all maintenance in connection with the vaults and conduits except for defects covered by the warranty contained in the Agreement. If required, CenturyLink will perform cut-over and transfer of existing CenturyLink customers to the new or relocated Facilities and/or remove any replaced aerial CenturyLink Facilities or underground CenturyLink Facilities that are in conduit or manhole structures only in accordance with the Work Schedule set forth in **Exhibit B**. CenturyLink shall in no event be required to perform a cut-over or transfer or to remove any affected Facilities prior to completion of any replacement Facilities in accordance with this Statement of Work and CenturyLink's approval of the replacement Facilities. The Facilities and all associated equipment shall be owned solely by CenturyLink, and CenturyLink shall be responsible for all maintenance in connection with the Facilities. To the extent that it has the right to do so, upon approval of the Work by CenturyLink, Project Developer shall grant, provide and/or assign to CenturyLink any permits, licenses or approvals required to access, occupy, use or operate the Facilities or any materials or facilities used in connection with the Facilities.

If the Work involves excavating, Project Developer will ensure that the Contractor notifies all utility companies and others who may have underground plant in the vicinity of the Work and that the Contractor obtains

Rev. 12-07

appropriate information on the location of all buried cable and utilities prior to performing any Work. Project Developer will be responsible for any failure of the Contractor to locate, expose and protect from damage all existing underground facilities, including but not limited to electrical, telephone, water, gas and sewer. In addition to its indemnification obligations contained in the Agreement, if any existing underground or other facilities are damaged directly or indirectly in connection with the Work, Project Developer will, at its expense, promptly repair or replace all damaged or destroyed facilities. Project Developer will ensure that immediate temporary repairs are made and will immediately report the damage to the property owner and to CenturyLink and will ensure that no permanent repairs are made unless the consent of the property owner has first been obtained. Repairs will be made within forty-eight (48) hours after receiving permission from the property owner, unless otherwise agreed to by CenturyLink. At CenturyLink's sole option, CenturyLink may elect, rather than having Project Developer make any repair described in this subsection, to have the repair made by CenturyLink's employees or contractors. If CenturyLink or its contractor performs the repair, CenturyLink will invoice Project Developer for CenturyLink's reasonable and documented costs, including without limitation labor costs, and Project Developer will pay CenturyLink for such costs within forty-five (45) calendar days after receipt of an invoice.

CenturyLink will be responsible for providing all traffic control associated with the installation and/or removal of Facilities for which CenturyLink is responsible pursuant to this Statement of Work, including the pulling of cables and associated equipment.

Project Developer will be responsible for providing all traffic control associated with the installation, relocation, and/or removal of Facilities for which Project Developer is responsible pursuant to this Statement of Work.

Project Developer shall obtain any and all licenses, permits and approvals required for the Work.

Project Developer agrees that the Work will be performed in accordance with all applicable federal, state and local laws, rules and regulations and the requirements of whoever owns or has jurisdiction over the rights of way in which the Work is to be performed.

CenturyLink shall have the right at all times to observe and inspect the performance of the Work.

To the extent that performance of the Work requires the use or installation of any materials, and unless as otherwise agreed to in writing by the parties, CenturyLink shall arrange for the purchase and delivery of materials to the Site in accordance with the Project Schedule. If CenturyLink and Project Developer agree that Project Developer will supply any materials, the materials will be new and shall be of the specific type designated by CenturyLink.

If the Work requires the use or installation of any materials, the item checked below shall apply:

☒ Except as specifically set forth in **Exhibit B**, CenturyLink shall arrange for the purchase and delivery of materials to the Project site in accordance with the Work Schedule.

☐ Except as specifically set forth in **Exhibit B**, Project Developer shall provide all materials required in connection with the Project. All materials will be new and of the specific type designated by CenturyLink.

☐ As set forth in **Exhibit B**, Project Developer and CenturyLink shall each provide some materials for the Project. All materials provided by Project Developer will be new and of the specific type designated by CenturyLink

Ownership of any materials or equipment supplied by Contractor will transfer to CenturyLink upon receipt by Contractor of payment for the Work by CenturyLink.

CenturyLink and Project Developer shall maintain continued coordination regarding the Project, and Project Developer shall ensure that the Contractor also participates in the coordination. This coordination shall include but not be limited to a pre-construction meeting. Project Developer shall be responsible for the scheduling of these meetings.

Project Developer will be responsible to CenturyLink for acts and omissions of Project Developer's and the Contractor's employees and subcontractors and each of their agents and employees, and any other persons performing portions of the Work.

4. Completion of the Work:

Project Developer shall notify CenturyLink within ten (10) calendar days after completion of the Work and shall deliver to CenturyLink "as-builts" for the Work if applicable. Upon receipt of the notification and the

as-builts, CenturyLink shall have ten (10) calendar days to inspect the Work and the as-builts and to accept or reject the Work and the as-builts (specifying, if rejected, any reasonable objection or deficiency) by delivery of written notice to the City. Project Developer will, at its own expense, correct the problem within ten (10) calendar days after receipt of CenturyLink's notice. The foregoing procedure will be repeated until CenturyLink finally approves the Work and the as-builts. If CenturyLink fails to reject the Work or as-builts within the ten (10) day period set forth above, the Work and as-builts shall be deemed accepted by CenturyLink.

5. Changes:

If conditions or circumstances require a change in the Project or the Work, each party shall agree in writing to any changes, including without limitation payment responsibilities, prior to commencement of the Work or the changes. Neither party shall be responsible for any changes to the Work (including without limitation payment responsibilities) made without its prior written consent

6. Payment for the Work/Fees.

In consideration for performance of the Work and for the other promises and covenants contained in this Agreement, CenturyLink agrees to pay to Project Developer the amount set forth on an exhibit to the Schedule (the "Payment") in accordance with the **Exhibit C** "Work Price Schedule" to the Schedule (the "Payment Schedule"); provided, that CenturyLink shall not make any final payment to Project Developer until CenturyLink has approved the Work.

7. Project Managers.

CenturyLink:	Project Developer:
Tonna Baruso	Dan Brewer
23315 66 th Ave. So.	21650 11 th Ave. So.
Kent, Wa., 98032	Des Moines, Wa., 98198
253-372-5360	206-870-6581

The parties, intending to be legally bound, have caused this Statement of Work to be executed on the dates set forth below.

CenturyLink Corporation	Project Developer The City of Des Moines
_____	_____
(Authorized Signature)	(Authorized Signature)
Sam Farhat	_____
(Print or Type Name of Signatory)	(Print or Type Name of Signatory)
Director Local Network Eng. & Const.	_____
(Title)	(Title)
_____	_____
(Execution Date)	(Execution Date)

EXHIBIT A

THE PROJECT

The City of Des Moines will be making sidewalk and right of way improvements along So. 216th Street, from approximately 18th Ave. So. to approximately 24th Ave. So.. The City has requested that CenturyLink relocate existing aerial facilities to an underground environment by way of participation in the joint trench utility corridor to be provided by the City to facilitate the facility relocation work.

EXHIBIT B

THE WORK AND THE WORK SCHEDULE

The City will provide all excavation, backfill, restoration and labor for the installation of approximately 15,625 (figure contains 10% contingency bump) lineal feet of CenturyLink provided 4 inch PVC conduit in various duct configurations, in the joint trench utility corridor for the relocation of existing CenturyLink aerial facilities. CenturyLink will provide and deliver all conduit and conduit accessories, including conduit bends, couplers and caps in accordance with project schedule. The City of Des Moines will be responsible for the condition and security of CenturyLink provided materials once delivered to the job site. All newly installed conduit shall be proofed by the City's contractor by passing a CenturyLink approved mandrel through each conduit and installation of CenturyLink provided polyethylene mule/measuring tape.

Approximately 4440 lineal feet of the conduit to be installed by the City for CenturyLink is not required for relocation and as such is considered betterment conduit. This betterment conduit will be utilized by CenturyLink for anticipated growth in the area and providing additional future services in the area. CenturyLink will pay the City at the appropriate rates derived from the City's bid tabs for the successful bidder on the project for the installation of this conduit.

The City will provide all excavation, backfill, restoration and labor for the installation of 5 CenturyLink provided 4484TA type concrete manholes and 1 CenturyLink provided 4484TCA type concrete manhole. All manholes are to be set with manhole frame and cover entrance to final grade. All manhole and entrance riser seams are to be sealed using the provided conseal mastic that is shipped with the manhole. Manhole ladders will be installed by the City and hung from the provided manhole ladder rung. The manhole ladder rung must be within 12 inches of the top of the manhole frame and cover entrance at final grade. Manholes shall be left clean and free of debris. CenturyLink will provide all manholes and all associated manhole hardware including frame and cover entrances, frame and cover riser rings, ladder, ladder rung and seam sealing mastic. There will be one more additional 4484TA type manhole just south of the intersection of So. 216th and 24th that will be installed by the CenturyLink contractor as this manhole will overset existing CenturyLink facilities and will require that the manhole be field slotted to accommodate the existing facilities.

The City will provide all excavation, backfill, restoration and labor for the installation of 6 CenturyLink provided 264TA concrete hand holes. Hand holes will be set to final grade. Three of the 264TA hand holes to be installed by the City will overset existing CenturyLink facilities. Extra care must be exercised by the City's contractor to ensure that existing facilities are not damaged during these work operations.

The City will provide all excavation, backfill, restoration and labor for the installation of one CenturyLink provided 25TA type concrete hand hole. Hand holes will be set to final grade. This 25Ta hand hole will overset existing CenturyLink facilities. Extra care must be exercised by the City's contractor to ensure that existing facilities are not damaged during this work operation.

The City will provide all excavation, backfill, restoration and labor for the installation of 1 CenturyLink provided 1730 type composite hand holes. Hand holes will be set to final grade .

CenturyLink will provide all labor and material for the installation of copper cable, fiber cable, and wire required to facilitate the relocation of existing CenturyLink facilities. CenturyLink will also provide all labor and materials for splicing all new cable and for cutover of existing services to the newly installed telecommunications system.

CenturyLink will require 60 working days to install new cables and wire, splice cable and cutover service to the new telecommunications system after all new conduit, manholes, hand holes and pedestals have been installed by the City, and all newly installed conduit has been proofed and accepted by CenturyLink. CenturyLink will require an additional 15 working days to remove all existing aerial facilities within the bounds of the project that a rein conflict with project design.

All work performed by the City's contractor as applicable to the installation of CenturyLink facilities will be in accordance with CenturyLink design which has been incorporated into the overall project design.

EXHIBIT C

WORK PRICE SCHEDULE

In accordance with RCW 35.99.060, the City is responsible for the incremental cost difference between aerial to aerial relocation of facilities and aerial to buried relocation of facilities when CenturyLink has an ownership share in the aerial supporting structures. The CenturyLink aerial facilities requiring relocation are attached to CenturyLink owned poles and as such CenturyLink meets the requirements in the RCW regarding ownership share in aerial supporting structures. In lieu of reimbursement from the City for this incremental cost difference, CenturyLink will accept excavation for trench, labor to install CenturyLink provided conduit and vaults and all restoration in joint trench required for the relocation of CenturyLink aerial facilities in conflict with City project design at no cost to CenturyLink.

CenturyLink will pay the City an estimated amount of \$62,689.00 for the installation of conduit categorized as betterment conduit as detailed in Exhibit B of this statement of work document. Payment to the City for the actual amount of betterment conduit will be calculated using the appropriate rates derived from the City's bid tabs for the successful bidder on the project for the installation of this conduit. Payment to the City for the installation of betterment conduit will not exceed \$68,957.90 without prior written agreement between the Parties as described in section 5 of this Statement of Work document.

CenturyLink will provide all conduit, vaults, hand holes, cable, labor to pull cable in conduit, labor to splice cable and cutover service to the new system and labor to remove existing CenturyLink aerial cables and poles in conflict with City project design at no cost to the City.

CenturyLink will provide excavation, backfill, restoration, labor to install and splice facilities for those elements of the project identified as 100% CenturyLink trench which are outside the limits of the project.

City of Des Moines Public Works
 Transportation Gateway Project South 216th Street - Segment 2
 18th Ave. S. to 24th Ave. S.
 August 2012

Joint Utility Trench Construction Cost Estimate Breakout - CENTURY LINK
 August 2012 - Joint Utility Trench Agreement

No.	Sect. No.	Item	Quantity	Unit	Unit Cost	Total Cost	JUT as a Percent of Project Total	CENTURY Link Percent of Trench Usage	Century Link Responsibility Percentage	Century Link Quantities	Unit	Unit Cost	Century Link Cost
Bid Schedule A: Public Roadway Improvements													
2	1-04	Contractor's Trailer and Site	1	LS	\$ 20,000.00	\$ 20,000.00	20.83%	28.00%	5.83%	0.0583	LS	\$ 20,000.00	\$ 1,167
3	1-05	Roadway Surveying	1	LS	\$ 50,000.00	\$ 50,000.00	20.83%	28.00%	5.83%	0.0583	LS	\$ 50,000.00	\$ 2,917
6	1-07	SPCC Plan	1	LS	\$ 1,000.00	\$ 1,000.00	20.83%	28.00%	5.83%	0.0583	LS	\$ 1,000.00	\$ 58
7	1-08	Type B Progress Schedule	1	LS	\$ 5,000.00	\$ 5,000.00	20.83%	28.00%	5.83%	0.0583	LS	\$ 5,000.00	\$ 292
8	1-07	Mobilization	1	LS	\$ 400,000.00	\$ 400,000.00	20.83%	28.00%	5.83%	0.0583	LS	\$ 400,000.00	\$ 23,333
9	1-10	Pedestrian Control and Protection	1	LS	\$ 15,000.00	\$ 15,000.00	20.83%	28.00%	5.83%	0.0583	LS	\$ 15,000.00	\$ 875
10	1-10	Project Temporary Traffic Control	1	LS	\$ 300,000.00	\$ 300,000.00	20.83%	28.00%	5.83%	0.0583	LS	\$ 300,000.00	\$ 17,500
11	1-11	Quality Control Plan	1	LS	\$ 550.00	\$ 550.00	20.83%	28.00%	5.83%	0.0583	LS	\$ 550.00	\$ 32
12	1-11	Waste Mitigation Plan	1	LS	\$ 550.00	\$ 550.00	20.83%	28.00%	5.83%	0.0583	LS	\$ 550.00	\$ 32
13	1-11	Noise Mitigation Plan	1	LS	\$ 550.00	\$ 550.00	20.83%	28.00%	5.83%	0.0583	LS	\$ 550.00	\$ 32
52	8-01	ESC Lead	240	Day	\$ 100.00	\$ 24,000.00	20.83%	28.00%	5.83%	14.0	Day	\$ 100.00	\$ 1,400
53	8-01	Erosion/Water Pollution Control	1	LS	\$ 40,000.00	\$ 40,000.00	20.83%	28.00%	5.83%	0.0583	LS	\$ 40,000.00	\$ 2,333
54	8-01	Stormwater Pollution Prevention Plans (SWPPP)	1	LS	\$ 5,000.00	\$ 5,000.00	20.83%	28.00%	5.83%	0.0583	LS	\$ 5,000.00	\$ 292
55	8-01	Temporary Detention/Retention SWPPP Control Facilities	1	LS	\$ 40,000.00	\$ 40,000.00	20.83%	28.00%	5.83%	0.0583	LS	\$ 40,000.00	\$ 2,333
56	8-01	Silt Fence	3,850	LF	\$ 5.00	\$ 19,250.00	20.83%	28.00%	5.83%	224.5833	LS	\$ 5.00	\$ 1,123
57	8-01	Inlet Protection	75	EA	\$ 75.00	\$ 5,625.00	20.83%	28.00%	5.83%	4.3750	EA	\$ 75.00	\$ 328
136	8-31	HMA For Trench Patching Class 1/2" PG 64-22, for Aerial Utility Conversion	62	TON	\$ 100.00	\$ 6,200.00	100.00%	28.00%	28.00%	17.36	TON	\$ 100.00	\$ 1,736
137	8-31	Franchise Utility Excavation, Inc. Haul	3,474	CY	\$ 45.00	\$ 156,330.00	100.00%	28.00%	28.00%	972.72	CY	\$ 45.00	\$ 43,772
138	8-31	Franchise Utility Trench Bedding, Sand	1,241	CY	\$ 25.00	\$ 31,025.00	100.00%	28.00%	28.00%	347.48	CY	\$ 25.00	\$ 8,687
139	8-31	Franchise Utility Trench Bedding, Fluidized Thermal Backfill	134	CY	\$ 100.00	\$ 13,400.00	100.00%	28.00%	28.00%	37.52	CY	\$ 100.00	\$ 3,752
140	8-31	Franchise Utility Trench & Structure Backfill, Crushed Surfacing Top Course	3,238	TON	\$ 25.00	\$ 80,950.00	100.00%	28.00%	28.00%	906.64	TON	\$ 25.00	\$ 22,666
141	8-31	Shoring or Extra Excavation, Class B, For Aerial Utility Conversion	1	LS	\$ 35,000.00	\$ 35,000.00	100.00%	28.00%	28.00%	0.28	LS	\$ 35,000.00	\$ 9,800
						Subtotal:	\$ 1,249,430.00	TOTAL COST OF CENTURY LINK'S PORTION OF SCHEDULE A ITEMS: \$ 144,461					

CENTURY LINK RESPONSIBILITY OF SCHEDULE A JUT COST BASED ON
 PERCENTAGE OF "BETTERMENT CONDUIT" (4440/14,276): 31.10%

CENTURY LINK'S ESTIMATED SHARE OF SCHEDULE A JUT COST: \$ 44,928.93

Bid Schedule D: CENTURY LINK UNDERGROUNDING

D1	1-04	Minor Change	1	FA	\$ 15,000.00	\$ 15,000.00
D2	8-26	Install Conduit 4-Inch	14,276	LF	\$ 4.00	\$ 57,104.00
D3	8-26	Install Franchise Utility Structure - Handhole 21.75"x33.25"x24"	6	EA	\$ 600.00	\$ 3,600.00
D4	8-26	Install Franchise Utility Structure - Vault 34.75"x52.25"x36"	1	EA	\$ 600.00	\$ 600.00
D5	8-27	Install Franchise Utility Structure - Handhole 21.75"x33.25"x24"	6	EA	\$ 550.00	\$ 3,300.00
D6	8-28	Install Franchise Utility Structure - Vault 34.75"x52.25"x36"	1	EA	\$ 600.00	\$ 600.00
D7	8-29	Install Franchise Utility Structure - Handhole 1730-34	1	EA	\$ 600.00	\$ 600.00

Subtotal \$ 80,804
 Sales Tax (9.5%) \$ 7,676

SCHEDULE D - TOTAL ESTIMATED CONSTRUCTION COST \$ 88,480

TOTAL COST OF CENTURY LINK'S PORTION OF JUT: \$ 232,941

BETTERMENT CONDUIT 4,440 LF \$ 4.00 \$ 17,760.00
 Sales Tax (9.5%) \$ 1,687

BETTERMENT CONDUIT COST: \$ 19,447

TOTAL ESTIMATED CONSTRUCTION COST RESPONSIBILITY FOR CENTURY LINK'S "BETTERMENT CONDUIT": \$ 62,689



WASHINGTON STATE LEGISLATURE

Legislature Home | Senate | House of Representatives | Contact Us | Search | Help

Inside the Legislature

- ★ Find Your Legislator
- ★ Visiting the Legislature
- ★ Agendas, Schedules and Calendars
- ★ Bill Information
- ★ Laws and Agency Rules
- ★ Legislative Committees
- ★ Legislative Agencies
- ★ Legislative Information Center
- ★ E-mail Notifications (Listserv)
- ★ Civic Education
- ★ History of the State Legislature

Outside the Legislature

- ★ Congress - the Other Washington
- ★ TVW
- ★ Washington Courts
- ★ OFM Fiscal Note Website



[RCWs](#) > [Title 35](#) > [Chapter 35.99](#) > [Section 35.99.060](#)

[35.99.050](#) << [35.99.060](#) >> [35.99.070](#)

RCW 35.99.060

Relocation of facilities — notice — reimbursement.

(1) Cities and towns may require service providers to relocate authorized facilities within the right-of-way when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety.

(2) Cities shall notify service providers as soon as practicable of the need for relocation and shall specify the date by which relocation shall be completed. In calculating the date that relocation must be completed, cities shall consult with affected service providers and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the city's overall project construction sequence and constraints, to safely complete the relocation. Service providers shall complete the relocation by the date specified, unless the city, or a reviewing court, establishes a later date for completion, after a showing by the service provider that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements.

(3) Service providers may not seek reimbursement for their relocation expenses from the city or town requesting relocation under subsection (1) of this section except:

(a) Where the service provider had paid for the relocation cost of the same facilities at the request of the city or town within the past five years, the service provider's share of the cost of relocation will be paid by the city or town requesting relocation;

(b) Where aerial to underground relocation of authorized facilities is required by the city or town under subsection (1) of this section, for service providers with an ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the city or town requiring relocation; and

(c) Where the city or town requests relocation under subsection (1) of this section solely for aesthetic purposes, unless otherwise agreed to by the parties.

(4) Where a project in subsection (1) of this section is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Service providers will not be precluded from recovering their costs associated with relocation required under subsection (1) of this section, provided that the recovery is consistent with subsection (3) of this section and other applicable laws.

(5) A city or town may require the relocation of facilities at the service provider's expense in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare.

[2000 c 83 § 6.]

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Joint Utility Trench Agreement with
Highline Water District for the South
216th Street Project (Segment 2: 18th
Ave. S. to 24th Ave. S.)

ATTACHMENTS:

1. Interlocal Agreement, CITY OF DES MOINES
AND HIGHLINE WATER DISTRICT

AGENDA OF: September 27, 2012

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: September 17, 2012

CLEARANCES:

[X] Legal PB

[X] Finance ph

[] Marina N/A

[] Parks, Recreation & Senior Services N/A

[X] Planning, Building & Public Works MA

[] Police N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: Lap

Purpose and Recommendation:

The purpose of this item is for approval of a proposed construction agreement between Highline Water District and the City of Des Moines. The Agreement (Attachment 1) will allow the City to combine utility work with roadway and drainage improvements into a single construction contract, benefiting the City, the District, and the overall community. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion: "I move to approve the Interlocal Agreement between the City of Des Moines and Highline Water District regarding improvements for the South 216th Street Project (Segment 2: 18th Ave. S. to 24th Ave. S.), and further authorize the City Manager to sign the Agreement, substantially in the form as submitted."

Background

The South 216th Street Improvement Project (Segment 2: 18th Ave. S. to 24th Ave. S.) has been adopted as part of the Capital Improvement Plan for the City of Des Moines. The project design has been completed, permits have been approved, and the City is about ready to advertise the project for construction bids.

Staff conducted a utility coordination effort as part of the improvement project. All utilities within the project limits have been involved in the process. Overhead utilities, including PSE, Comcast, and Century Link, are being undergrounded. Some minor modifications to existing PSE gas lines were made in advance of the project this summer. Highline Water District has been planning improvements to some of its facilities within the project limits, including this section of South 216th Street.

In preparation for the City's project, Highline Water District completed a design to replace a 12" AC water main. Both the City and the District plans are at 100% completion and are ready to advertise for bid. The District considers replacement of the water line a timely and desirable improvement given the City's project.

Discussion

If the City and the District plans are combined into a single contract as proposed in the referenced Agreement, staff believes that there will be three significant benefits:

- Soliciting bids under a single construction contract will stimulate more competitive bidding due to a larger contract
- Construction coordination will be much smoother reducing conflicts between contractors and potential for construction delay and increased project costs.
- Disruption to the community and other conflicts will be minimized.

Acceptance of bids and award of contracts will be subject to approval by the City Council and the District Board. It is possible that one or both parties may reject bids. As stipulated in the Agreement, cost of the improvements will be born equitably and separately by the City and the District for their respective improvements. A separate bid schedule is provided for the roadway and water utility improvements and the District will bear its share of construction engineering and inspection costs. The District is also agreeing to compensate the City for combining the projects into one bid document as well as offsetting the City's administrative costs associated with the project.

The South 216th Street Project was included in this year's CIP with a planned construction phase to begin in 2013. Accordingly, we plan to advertise the project for construction bids in early October 2012.

Project Status

The Tables below summarizes the recent actions that have or will come before the Council on future consent calendars. The action before the Council with this agenda item is italicized.

Agreement or Contract

Agency / Utility	Council Authorization
PSE Design Agreement	December 21, 2009
PSE Construction Agreement	Pending for September 27, 2012
Century Link Construction Agreement	Pending for September 27, 2012
Comcast Construction Agreement	Pending for September 27, 2012
<i>Highline Water District Inter Local Agreement</i>	<i>Pending for September 27, 2012</i>
TIB Funding Agreement	August 30, 2012
Amendment to WSDOT Maintenance Agreement for Street Lighting	Administrative

Alternatives

Council could decide not to enter into this Agreement with the District. In doing so, the District and City may decide to proceed independently and risk losing the benefits of a combined bid as well as better coordination between the projects.

Financial Impact

The costs associated with the District's work have been included in the Capital Improvement Program). Payments will be equitably balanced between the parties. The Agreement contains terms necessary for reimbursement of City related expenses.

Recommendation or Conclusion

Staff recommends that Council approve the Construction Agreement.

Concurrence

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

**INTERLOCAL AGREEMENT
CITY OF DES MOINES AND HIGHLINE WATER DISTRICT
SOUTH 216th IMPROVEMENT PROJECT
(SEGMENT 2 – 18th Avenue South to 24th Avenue South)**

WHEREAS, the City of Des Moines, Washington (hereinafter "City") is undertaking a capital improvement project known as the South 216th Street Improvement Project - Segment 2: 18th Avenue South to 24th Avenue South (hereinafter "the Project"); and

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

WHEREAS, the Highline Water District (hereinafter "District") owns and operates certain water utilities located in the South 216th Street and 24th Avenue South right-of-way within and adjacent to the project limits of the Project and the District has a franchise agreement to operate in said right-of-way; and

WHEREAS, the City of Des Moines intends to construct improvements to South 216th Street and its approaches; and

WHEREAS, the District is interested in replacing a 12" asbestos/concrete (AC) water main with a new 12" Ductile Iron (DI) water main within the right of way limits of the City's project, along with other improvements; and

WHEREAS, integrating the District's work into the City's design and construction of the Project would be more expedient, less expensive, and less disruptive to the public than if the District undertook this work separately; and

WHEREAS, the City and the District (individually a "Party" and collectively the "Parties") mutually desire to establish a formal arrangement under which the District will pay the City in exchange for the City's incorporating the District's related utility work into the design and construction of the Project; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs, and liabilities regarding this undertaking; and

WHEREAS, the City Council of the City of Des Moines has taken appropriate action to approve the City's approval of and entry into this Agreement ("Agreement"); and

WHEREAS, the Board of Commissioners of the District has taken appropriate action to approve the District's approval of and entry into this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

TERMS

Section 1. Purpose. The purpose of this Agreement is to establish a formal arrangement under which the District will pay the City to incorporate the design of the District's water utility work into the Project contract documents and to construct said utility work in conjunction with the City's design and construction of the Project. The terms, conditions, and covenants of this Agreement shall accordingly be interpreted to advance this purpose. This Agreement further seeks to allocate and define the Parties' respective rights, obligations, costs and liabilities concerning the establishment, operation and maintenance of this undertaking.

Section 2. Term. This Agreement shall be effective upon execution by the Parties hereto. Unless terminated in accordance with Section 3, this Agreement shall remain effective until one of the following events, whichever is later: (a) the District's written acceptance of and payment for all District's work provided pursuant hereto, or (b) December 31, 2016. Thereafter, the agreement shall expire automatically. The Parties may at their option renew this Agreement for a mutually agreed upon term by a writing signed by both Parties.

Section 3. Termination. Subject to the provisions of Section 4 herein, either Party may terminate this Agreement with cause by providing the other Party with 30 days written notice of its intent to terminate. Termination or expiration shall not alter the District's payment obligations under Section 6 for services already rendered, as well as for the normal and reasonable costs incurred by the contractor in terminating and closing out the District's portion of the work, and shall not alter the Parties' respective obligations under Section 11 of this Agreement.

Section 4. Obligations of the District.

A. The District shall provide periodic payments to the City to reimburse the City for its costs of incorporating the District's design into the construction documents, and for constructing the District's water utility work ("District Work") pursuant to Section 6 of this Agreement, and as follows:

a. Engineering/Design.

The District will coordinate with the City and its engineering consultants on the preparation of the engineering plans and specifications necessary to accommodate the District Work utilizing specifications and bid quantities for common work that is acceptable to the City. The District may use the City's survey for preparation of its plans but shall hold the City harmless from any errors, omissions or corrections necessary to design and construct said improvements. The District shall review the final Plans and Specifications, and provide the City a written

notice of acceptance of the plans and specifications associated with the District's work by September 28, 2012.

b. Bid Process. The District shall participate in the bid process as follows:

- i. Accept or reject bids on bid items associated with the District Work. Those bid items include the items identified on a separate Bid Schedule.
- ii. Within ten (10) days of receiving the bid tabulation from the City, the District shall notify the City in writing that the District either agrees to proceed with the District Work, or the District chooses to complete its work on its own as part of a separate Project.

c. Construction. The District shall reimburse the City for the City's actual costs for construction of the District Work based upon:

- i. Contractor's bid prices for the District Work, the actual quantities of work installed, and the final actual costs of construction. The District engineer's estimate for the District Work, excluding sales tax, is approximately **\$250,000**.
- ii. All Washington State Sales tax associated with the District's work.

d. Construction Management: The District shall reimburse the City for the District's prorated share of the City's outside costs for construction engineering and management of the project.

The District's prorated share of engineering and construction management cost shall be determined as 10% of the engineers estimate for the District Work, or a total of **\$25,000**.

e. Construction Engineering and Inspection: The District shall provide its own Construction Engineering and Inspection during construction of the District Work. The District inspector shall coordinate directly with the City's Inspector during the project construction. The District inspector will have the responsibility for inspection and approval of the District's work and that the contractor employed by the City will be directed to comply with the District's requirements by the City's engineer or designee in accordance with plans and specifications approved by the District. The District's inspector shall immediately notify the City, verbally and in writing, of any disapproval of said work and provide said notification prior to progress payment for said work to the Contractor. The District's Construction Inspector will provide copies of all daily field reports to the City's Construction Manager.

- f. Construction Claims: If claim(s) are filed on the project that are directly related to the District Work ("Claim"), the District shall reimburse the City for the City's actual expenses to respond to said Claim, including the City's outside costs for construction engineering and management, if any, and City administration support.
- B. The District shall respond promptly to information requests submitted by the City or its agents regarding the District Work.
- C. Upon satisfactory completion of the District Work, the District shall provide written acceptance of the District Work to the City.
- D. The District will include, as part of its Bid Schedule, the installation of a 1-inch diameter meter service for the City's irrigation system.
- E. The District may abandon the existing 12" AC water main in place provided the line is drained, filled with CDF to prevent collapse, and capped. Cost of handling and proper disposal of any AC waterline disturbed by the District or the City shall be the District's responsibility.
- F. If the District decides to reject the bid for the District's bid items, then the District acknowledges that construction of the District Work may be processed under a separate contract by the District. The District acknowledges that the construction of the District Work under a separate contract could cause delay and/or increase the cost of the City's project. If the District elects to proceed with the District Work, District shall require its contractor to coordinate all District work within the Project work area with the City contractor and with any contractors or work crews from other utilities and to not unreasonably interfere with or delay the City contractor or the work by other utilities. If the District chooses to forgo a separate contract, the District realizes that said construction and replacement will not be allowed by the City for a period of at least 5 years from the date of acceptance of the City's project physical completion.

Section 5. Obligations of the City.

- A. The City shall incorporate the design of the District's water utility work into the construction plans, specifications, and contract documents for the Project provided said plans, specifications and documents are prepared in similar format to the Project's contract documents. The District's work will be under a separate bid schedule in order to provide a clear identification of the cost allocations between the District Work and the City's Project work.
- B. The City shall assume responsibility for constructing the District's water utility work in accordance with the plans, specifications, and contract documents, including but not limited to securing all necessary consultants, contractors, and subcontractors. All construction contracts shall be procured through a formal competitive bidding process

consistent with applicable State and/or Federal laws as may be applicable. The City shall have sole authority to award and manage the construction contract per the terms of this agreement.

- C. The City shall submit to the District written invoices for payment in accordance with Section 6. The City shall include copies of invoices or other documentation from consultants and/or contractors, clearly indicating the District's portion of the invoices.
- D. The City shall assume lead agency status and responsibility for applying for and obtaining any and all regulatory permits necessary to complete the Project, including but not limited to right-of-way permits, NPDES permits, and SEPA approvals.
- E. The City shall provide District personnel access to the Project's construction area for purposes of inspecting, monitoring, approving or disapproving the progress of work performed on the District's water utility work. The City shall notify a District representative of all construction meetings and shall allow the District representative to participate in all construction meetings.
- F. The City shall respond promptly to information requests submitted by the District or its agents regarding the Project.
- G. The City will monetarily compensate the District for all installation and connection fees and charges for the irrigation service and meter.
- H. The City shall require the contractor constructing the Project to have the District, its elected and appointed officers, agents and employees named as an additional insured on all policies of insurance to be maintained by contractor(s) under the terms of any Project contract(s), with the City contractor building the Project required to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation. The Contractor shall provide the City with either a certified copy of all policies with endorsements attached or a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications. The City shall provide the District with copies of all such policies and documents upon receipt of same by the City.

The City shall require the contractor building the Project to indemnify, defend, and save harmless the District and its elected and appointed officers, agents, or employees from any claim, damage, action, liability of proceeding brought or filed against the District or its officers, agents or employees alleging damage or injury arising out of the contractor's participation in the Project. The Contractor shall also be required to waive the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as to the District solely for the purposes of the indemnification.

The City shall require the contractor to be responsible for compliance with all applicable federal, state and local statutes, regulations and ordinances regarding safety.

Section 6. Payment Schedule. The Parties agree to the following billing and payment schedule:

- A. For construction contract costs incurred by the City for the District's utility work on the Project, the City shall submit invoices to the District for the District's share of said expense for the District Work. Said invoices shall contain a reasonably detailed explanation of the methodology utilized by the City in determining the District's share of each expense. To the extent reasonably possible, the City shall document and tabulate separately the actual quantities of work installed to clearly identify the District's portion of the Project construction cost for the District Work. Final adjustment of prorated costs shall be delivered to the District within thirty (30) days of project close out.
- B. Within thirty (30) days of receiving any invoice pursuant to subsection 6.A, the District shall tender payment to the City in the form of a check, money order or other certified funds for the invoiced amount, except as to any disputed amounts.
- C. The cost incurred by the City for construction engineering and management costs incurred by the City for the District's utility work on the Project has been pre-determined to be **\$25,000**. The District shall tender payment to the City in the form of a check, money order, or other certified funds in this amount within thirty (30) days of execution of the Construction Contract with the Contractor.
- D. The City shall compensate the District for all connection and installation costs associated with the 1-inch irrigation meter and service. The connection charges shall be the fees and charges as adopted by the District policy at the time irrigation service is requested. Service installation charges shall be actual charges as determined by the project Bid Schedule or, in the event the District rejects the Bid, by direct installation charges as adopted by the District. The current connection charges at the time of this Agreement is \$5,772 for 1-inch meter plus applicable service installation charges.
- E. In the event that the Parties disagree regarding the District's share of any expense incurred by the City regarding the Project, the Parties may agree to submit the question for resolution in accordance with the mediation/arbitration clause contained herein.

Section 7. (reserved)

Section 8. Change Orders and Authorization of Cost Overruns:

- A. Change Orders. The District shall have the right to approve or reject change orders relating to the District Work. The City shall have the right to approve or reject change orders relating to the City's work. The Parties shall mutually accept or reject change orders relating to joint work. Any dispute between the Parties as to proportional payment for joint element change orders shall be resolved pursuant to the mediation/arbitration clause contained herein.
- B. Cost Overruns. The City is authorized on behalf of the District to negotiate and approve all unit price over-runs in bid quantities and change orders related to the installation of the District Work. The District also authorizes the expenditure by the City of a contingency of up to 10% of the contractor's total price for the District's bid items for over-runs in bid quantities and change orders associated with the installation of the District Work. For any quantity overruns that cause the cost of the District's water line installation to exceed the authorized 10% contingency amount, the City will notify the District in writing requesting a letter of concurrence allowing the City to exceed the 10% contingency before proceeding with the work. The letter will include an explanation of the changed conditions necessitating exceeding the previously approved contingency. A letter of concurrence shall be provided to the City within a reasonable time frame so as to not cause a Project delay. If there is a potential delay due to extra work or a change order, the City will indicate in this notification to the District along with a time for response required from the District. The City will include a progress schedule and any change orders for the District Work with the District's monthly invoice. In any event and even without a letter of concurrence from the District, the City is authorized to take any reasonable action and to expend any reasonable amount of money to assure that the District's water line work will not interfere or delay the timely completion of the project. Any disputes as to the reasonableness of the City's actions or expenditures for the water line installation and related work will be resolved as set forth in Section 12 below.

Section 9. Ownership and Disposition of Property. The District Work pursuant to this Agreement shall become and remain the exclusive property of the District upon completion. All other work constructed under the Project shall become and remain the exclusive property of the City upon completion. The City will forward or assign to the District any guarantee or warranty furnished as a normal trade practice in connection with the purchase of any equipment, materials, or items used in the construction of the Project. The City shall submit redline drawings to the District upon completion of the Project for District review and approval. The City's contractor shall warrant the workmanship and materials utilized in the District Work to be free from defects for a period of one (1) year from the date of final completion of the City's Project, provided the District shall retain any rights, claims or demands the District may have against the City's contractor relating to the District Work under applicable statutes of limitation.

Section 10. Administration; No Separate Entity Created. The City of Des Moines Planning, Building, Public Works Director, or his/her designee, shall serve as the City's administrator of this Agreement. The District General Manager, or his/her designee, shall serve as the District's administrator of this Agreement. No separate legal entity is formed by this Agreement.

Section 11. Release, Indemnification and Hold Harmless Agreement. Each Party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own agents, employees, representatives, contractors or subcontractors, to the fullest extent required by laws of the State of Washington. Each Party agrees to protect, indemnify and save the other Party harmless from and against any and all such liability for injury or damage to the other party or the other Party's property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by its own fault or that of its agents, employees, representatives, contractors or subcontractors.

The City specifically promises to indemnify the District against claims or suits brought under Title 51 RCW by its own employees, contractors, or subcontractors, and waives any immunity that the City may have under that title with respect to, but only to, the limited extent necessary to indemnify the District. The City shall also indemnify and hold the District harmless from any wage, overtime or benefit claim of any City employee, agent, representative, contractor, or subcontractor performing services under this Agreement. The City further agrees to fully indemnify the District from and against any and all costs of defending any such claim or demand to the end that the District is held harmless therefrom.

The District specifically promises to indemnify the City against claims or suits brought under Title 51 RCW by its own employees, contractors, or subcontractors, and waives any immunity that the District may have under that title with respect to, but only to, the limited extent necessary to indemnify the City. The District shall also indemnify and hold the City harmless from any wage, overtime or benefit claim of any District employee, agent, representative, contractor, or subcontractor performing services under this Agreement. The District further agrees to fully indemnify the City from and against any and all costs of defending any such claim or demand to the end that the City is held harmless therefrom.

Section 12. Mediation/Arbitration Clause: If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation before a mutually agreed alternative dispute resolution entity or by mediation administered under the American Arbitration Association's Commercial or Construction Rules before resorting to arbitration. The mediator may be selected by agreement of the Parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under mutually agreed rules, or under the American Arbitration Association's Commercial or Construction Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through appointment pursuant to the rules of the American Arbitration Association.

All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

Section 13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County Superior Court.

Section 14. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the District and any employee, agent, representative or contractor of the City, or between the City and any employee, agent, representative or contractor of the District.

Section 15. No Third Party Rights. This Agreement is intended for the sole and exclusive benefit of the parties hereto and no third party rights are created by this Agreement.

Section 16. Notices. Notices to the City shall be sent to the following address:

**City of Des Moines
City Transportation Engineer
21650 11th Avenue So.
Des Moines, WA 98198**

Notices to the District shall be sent to the following address:

**Highline Water District
General Manager
23828 30th Ave S
Kent, WA 98032**

Section 17. Duty to File Agreement With County Auditor. The City shall, after this Agreement is executed by both Parties, file this Agreement with the King County Auditor.

Section 18. Integration/Entire Agreement. This document constitutes the entire embodiment of the Agreement between the Parties, and, unless modified in writing by an amendment to this Interlocal Agreement signed by the Parties hereto, shall be implemented as described above. This Agreement supersedes any oral representations that are inconsistent with or modify its terms and conditions.

Section 19. Non-Waiver. Waiver by any Party of any of the provisions contained within this Agreement, including but not limited to any performance deadline, shall not be construed as a waiver of any other provisions.

Section 20. Amendment. This Agreement may be amended only upon consent of all Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.

Section 21. Severability. If any provision of this Agreement shall be held invalid, the remainder of this agreement shall not be affected thereby.

Section 22. Counterparts. This Agreement shall be effective whether signed by all Parties on the same document or whether signed in counterparts.

Reviewed and approved as authorized by motion of the City of Des Moines City Council on the _____ day of _____, 2012.

CITY OF DES MOINES

By: _____
Anthony A. Piasecki, City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Des Moines City Attorney

Reviewed and approved as authorized by motion of the Highline Water District Board of Commissioners on the _____ day of _____, 2012.

By: _____
Matt Everett, General Manager

Date: _____

STATE OF WASHINGTON)

COUNTY OF KING)

On this day, personally appeared before me _____, the
_____ of Highline Water District and stated that he/she is authorized to sign
this instrument on behalf of said District for the uses and purposes therein mentioned.

SUBSCRIBED AND SORN TO before me this ____ day of _____, 2012.

NOTARY

Print Name

My commission expires: _____

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Setting a public hearing date for the
2012 Comprehensive Plan Amendments

ATTACHMENTS:

1. Draft Resolution No. 12-167

FOR AGENDA OF: September 27, 2012

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: September 13, 2012

CLEARANCES:

[X] Planning, Building & Public Works 

[X] Legal 

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for City Council to set the public hearing date to consider the proposed 2012 amendments to the Des Moines Comprehensive Plan. The City Council can move forward with the consideration of the 2012 Comprehensive Plan amendments by passing the following motion:

Suggested Motion

Motion: "I move to adopt Draft Resolution No. 12-167 setting a public hearing on October 25, 2012 to consider Draft Ordinance 12-168 amending the 2009 Des Moines Comprehensive Plan and Chapter 18.84 DMMC."

Background

The 1990 Growth Management Act is codified in RCW 36.70A. It requires, among other things, that "cities ... take action to review and, if needed, revise their *comprehensive plans* and development regulations (*emphasis added*) to ensure the plan and regulations comply with the requirements of this chapter . . . Any amendment of or revision to development regulations shall be consistent with and implement the comprehensive plan."

Chapter 18.84, Comprehensive Plan of the Des Moines Municipal Code sets forth the process and standards of review that must be used by staff, the Planning Agency and the City Council in analyzing

proposed amendments to the Comprehensive Plan and associated maps, including initiation of amendments, schedule for initiation and review of amendments, contents for application for amendment and decision criteria.

Applications for amendment of the City of Des Moines Comprehensive Plan may be submitted to the Planning, Building and Public Works Department between January 1st and June 30th of each calendar year (DMMC 18.84.060(1)). No public requests for amendment to the Des Moines Comprehensive Plan were received during this period in 2012; however, there were a number of staff-proposed amendments that are based on and/or influenced by the Planning, Building and Public Works 2012-2013 Work Program and the 2012 City Council priorities.

July 31, 2012 – Staff briefed the Council Finance and Economic Development Committee on the proposed 2012 Comprehensive Plan amendment docket. The Committee forwarded the amendment docket to the full Council for further consideration.

September 6, 2012 – The City Council reviewed and modified the docket for the 2012 Comprehensive Plan Amendments to include the following items:

- Amend Policy 2-03-11 to reflect the 2011 update to the WSDOT Aviation's *Airport and Compatible Land-Use Program Guidebook*.
- Remove Policy 2-03-14 from the Land Use Element as the policy related to the establishment of an institutional campus zone has been implemented.
- Change the preferred land use designation for Highline Community College and retirement facilities from PF – Public Facility and RF – Retirement Facility to an IC – Institutional Campus preferred land use.
- Amend Goal 6-1-10 to change “Utilize Fee-In-Lieu for...” to “Utilize Park Impact Fees for ...” as In-lieu fees cannot be used in this manner.
- Add a policy that a “Park Impact Fee system” should be established per the City Council direction.
- Change the preferred land-use designation for the Stafford Health Care facility from PR-R – Pacific Ridge Residential to PR-M – Pacific Ridge Mixed to address a non-conforming land use.

Discussion

Consistent with the provisions of DMMC § 18.56.080, the Comprehensive Plan amendments are considered Type VI land use actions and require a public hearing with the Planning Agency and the City Council. A public hearing before the Des Moines Planning Agency is scheduled for October 1, 2012 and the Agency recommendations will be forwarded to City Council for consideration. A public hearing will then be held before the City Council for consideration and adoption of 2012 Comprehensive Plan Amendments.

Alternatives

The City Council may:

1. Adopt the Draft Resolution as written.
2. Adopt the Draft Resolution with amendments by the City Council establishing a different hearing date.
3. Adopt the Draft Resolution as written and request that the staff make specific changes to the Draft Ordinance prior to the public hearing date.
4. Decline to adopt the Draft Resolution setting the hearing date to consider the proposed amendments to the Des Moines Comprehensive Plan and Chapter 18.84 DMMC.

Financial Impact

Amended goals, policies and strategies proposed for the Comprehensive Plan will reconcile land use and policy inconsistencies and help the City and strategically plan for capital improvements and investments in conjunction with growth and development.

Recommendation or Conclusion

Staff recommends that the City Council adopt the Draft Resolution No. 12- 167 as written or amend the Resolution to establish a different hearing date.

Concurrence

N/A

PLANNING, BUILDING, AND PUBLIC WORKS' FIRST DRAFT
09/12/2012

DRAFT RESOLUTION NO. 12-167

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider Draft Ordinance No. 12-168 amending the 2009 Des Moines Comprehensive Plan and amending DMMC 18.84.090 and 18.84.100.

WHEREAS, the City Council is considering amendments to the 2009 Des Moines Comprehensive Plan and DMMC 18.84.090 and 18.84.100, and

WHEREAS, a public hearing is necessary to receive public comment regarding this proposal, and

WHEREAS, a public hearing is required for adoption of an ordinance which amends a portion of the Title 18 DMMC commonly referred to as the Zoning Code; now therefore,

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

The matter of considering Draft Ordinance 12-168 amending chapter 18.84 DMMC - *Comprehensive Plan* is set for a public hearing before the City Council on Thursday, October 25, 2012, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, Suite B, Des Moines, Washington.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2012 and signed in authentication thereof this ____ day of _____, 2012.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Multifamily Tax Exemption Zone

ATTACHMENTS: Ordinance No. 12-171

FOR AGENDA OF: September 27, 2012

DEPT. OF ORIGIN: Economic Development

DATE SUBMITTED: September 18, 2012

CLEARANCES:

☒ Legal PB

☐ Finance _____

☒ Economic Development WY

☐ Parks, Recreation & Senior Services _____

☐ Planning, Building & PW _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: TH

Purpose and Recommendation

The proposed ordinance modifies the specifications of the Multifamily Tax Exemption in the Pacific Ridge neighborhood to create one Residential Target Area ("RTA") zone which allows exemption for projects over 50 ft in height with 60 or more units.

Suggested Motions

First Motion: I move to suspend Rule 26(a) to pass Draft Ordinance No. 12-171 on first reading.
And

Second Motion: I move to enact Draft Ordinance No. 12-171 amending DMMC 3.96.040, the Multifamily Tax Exemption Code.

Background

At the August 9, 2012 meeting of the Des Moines City Council, Council Members directed that the Multi Family Tax Exemption be revised so that it could apply to projects over 50 ft and 60 units in the Pacific Ridge neighborhood. It was agreed that the existing code was to be simplified to combine two Residential Target Area zones into one zone, and the uniform minimums would apply to the entire neighborhood.

Discussion

The MFTE encourages development, and there are already several properties owners that are planning to use the newly available exemption to further multifamily projects in the Pacific Ridge neighborhood. Target parameters for projects that are in line with typical development will make the exemption applicable to today's market.

There is support in the investment community for construction of rental (apartment) complexes. The timing is good to encourage new, quality units that accomplish the goals of revitalizing the neighborhood and attracting upscale tenants.

Alternatives

In the proposed Ordinance, the tax exemption is provided for buildings which are a minimum of 50 feet in height, and 60 or more units - other figures may be substituted as desired.

Financial Impact

The State bears most of the impact from the exemption, as 90% of property tax accrues to the State. If the tax exemption encourages a project that would not be constructed without the MFTE incentive, then the impact on the City finances is positive, as the City still receives the benefit of all of the tax generated by the construction, as well as B&O and sales taxes generated by businesses in mixed use developments. And, the City will also still receive its share of property tax generated by the land portion of the value of the parcel, and benefit from any increase in the value of the land created by the development.

However, if the development would have occurred regardless of the incentive, then the City loses its share of the improvement portion of the property tax from that project.

Recommendation/Conclusion:

Economic Development staff recommends adopting the ordinance as written.

ECONOMIC DEVELOPMENT FIRST DRAFT 9/12/2012

DRAFT ORDINANCE NO. 12-171

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, relating to a tax exemption as an incentive to facilitate the development of market rate multiple-unit dwellings in the City of Des Moines, modifying the current Multi-Family Tax Exemption Zone, and amending DMMC 3.96.040.

WHEREAS, the purpose of the Multifamily Tax Exemption as established by RCW 84.14.007 is to encourage and stimulate the construction of new multifamily housing opportunities in cities that are required to plan under the Growth Management Act where the governing authority of the affected city has found that there are insufficient housing opportunities, and

WHEREAS, the City of Des Moines adopted Ordinance No. 1457 in 2009, creating a new chapter in Title 3 of the DMMC providing a tax exemption as an incentive to facilitate the development of market rate multiple-unit dwellings in the City of Des Moines, and

WHEREAS, the City Council finds that the size and height limits established by Ordinance No. 1457, and as amended by Ordinance No. 1540, should be amended for the reasons stated herein, and

WHEREAS, the City has identified the Pacific Ridge Neighborhood Plan, as the as established in the Des Moines Comprehensive area to provide the majority of the new housing necessary and to achieve the City's mandated 2020 growth targets,

WHEREAS, the City seeks to encourage and promote new multifamily developments, and

WHEREAS, the City seeks to stimulate the construction of new multifamily housing, and

WHEREAS, the City seeks to increase the supply of multifamily housing opportunities within the City, and

WHEREAS, Strategy 2-04-08 of Land Use Element of the Des Moines Comprehensive Plan states that the City should "[E]ncourage improvement of the ... Pacific Ridge Neighborhood by

working with the business community and other representative organizations to achieve the goals of the City of Des Moines Comprehensive Plan", and

WHEREAS, Policy 7-03-06 of the Housing Element of the Des Moines Comprehensive Plan states that the City should, "[P]romote compatible residential development that is affordable to all economic segments of the Des Moines community", and

WHEREAS, the intent of the Pacific Ridge Neighborhood as established by Goal 11-01-01 of the Pacific Ridge Element of the Des Moines Comprehensive Plan is "to transform Pacific Ridge into a new urban community that takes advantage of its geographic location, local and regional transportation linkages, stable soils, and view potential. The transformation of Pacific Ridge will include replacement of lower-scale, existing buildings with new structures that will dramatically enhance the appearance, character, economics, and safety of the area," and

WHEREAS, Policy 11-03-07 of the Pacific Ridge Element of the Des Moines Comprehensive Plan provides that the City should "promote redevelopment of Pacific Ridge properties to attract new or expanded businesses and commercial development to Pacific Ridge," and

WHEREAS, DMMC 18.31.010, et seq., was enacted by the City to implement the Des Moines Comprehensive Plan, Pacific Ridge Neighborhood Improvement Plan, and other adopted policies for the commercial and residential areas of Pacific Ridge, and

WHEREAS, other objectives and purposes of DMMC 18.31.010, et. seq., are to, *inter alia*, provide development regulations to promote redevelopment of properties within Pacific Ridge to create attractive, safe, and desirable areas to work and reside; to establish higher density development to meet or exceed the City's population and employment growth targets specified by the countywide planning policies for King County, and

WHEREAS, the area identified as the Pacific Ridge Neighborhood meets the standard of a blighted area as defined in RCW 35.81.015, and

WHEREAS, the City Council finds that this Ordinance is appropriate and necessary; now therefore,

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

Sec. 1. DMMC 3.96.040 and section 4 of Ordinance No. 1457 as amended by section 2 of Ordinance No. 1540 are amended to read as follows:

3.96.010 Findings of fact. This chapter shall be known as the multifamily tax exemption ordinance (hereinafter MFTE). The findings of fact set forth in Exhibit 1, attached to the ordinance codified in this chapter and incorporated by this reference, are adopted in full by the city council in support of its decision to designate areas of the Pacific Ridge neighborhood as illustrated in DMMC 3.96.040, Figure 1, as a residential target area as required by chapter 84.14 RCW.

3.96.020 Purpose. The purpose of this chapter is to establish the criteria for allowing an MFTE and to achieve the following purposes:

(1) To achieve the purposes and goals established by RCW 84.14.007;

(2) To accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented by Des Moines' comprehensive plan;

(3) To encourage additional housing in certain areas to support investment in public transit projects.

3.96.030 Definitions. In construing the provisions of this chapter, the definitions set forth in RCW 84.14.010, now or hereafter amended, shall apply, unless modified by this section. The following definitions shall also apply:

(1) "Assessor" means the King County assessor.

(2) "Multifamily tax exemption" (hereinafter "MFTE") shall refer to the tax exemption allowed pursuant to this chapter.

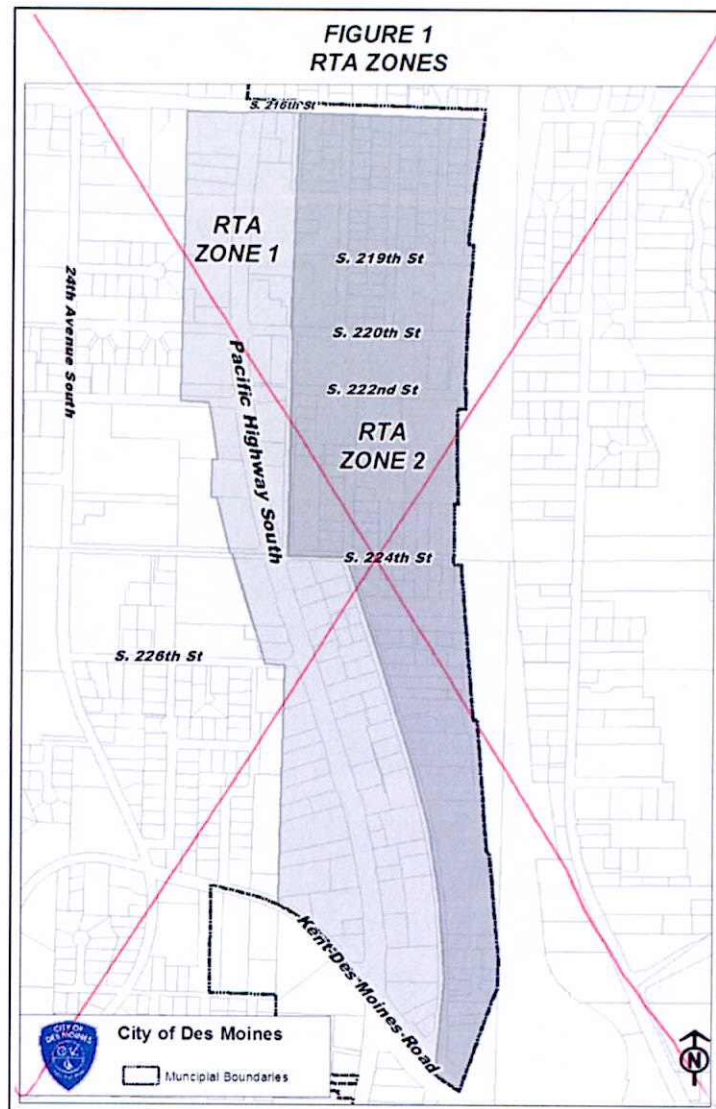
(3) "Project" is the development that will occur on property where the MFTE is sought.

(4) "Residential target area" (hereinafter "RTA") means the area within the identified urban center that has been designated by the city council as a targeted area in accordance with chapter 84.14 RCW.

3.96.040 Project eligibility. To be eligible for the MFTE the property sought to be exempted shall satisfy all of the following requirements:

(1) The property shall be located within the RTA area, which is the area within the Pacific Ridge neighborhood south of South 216th Street.

~~(a) The RTA consists of two subareas identified as Zone 1 and Zone 2 as illustrated on Figure 1 below:~~



~~(b) (2)~~ The MFTE shall only be available for a maximum of 3,000 residential units or 10 years after the approval date of Ordinance No. 1457 , whichever occurs first.

~~(3) (2)~~ The property sought to be exempted shall be developed in a manner that furthers the city's goals and objectives for the Pacific Ridge neighborhood in the Des Moines comprehensive plan, the Pacific Ridge neighborhood improvement plan

and integrated draft environmental impact statement, and DMMC 18.31.010 as adopted or subsequently amended.

(3) The project sought to be exempted must be multifamily housing within a residential structure or as part of a mixed use development consistent with the following requirements:

~~_(a) Zone 1 Standards.~~

~~(a)(i)~~ Building(s) shall be a minimum of 50 feet in height as calculated by DMMC 18.31.090(7)(b).

~~(b)(ii)~~ Building(s) shall contain a minimum of ~~80~~ 60 residential units.

~~(c)(iii)~~ A minimum of 50 percent of the space within such residential structure or mixed use building shall be for permanent residential occupancy.

~~_(b) Zone 2 Standards.~~

~~(i) Building(s) shall be a minimum of 100 feet in height as calculated by DMMC 18.31.090(7)(a).~~

~~(ii) Building(s) shall contain a minimum of 160 residential units.~~

~~(iii) A minimum of 50 percent of the space within such residential structure or mixed use building shall be for permanent residential occupancy.~~

~~(iv) Building(s) shall be constructed as condominiums for individual ownership.~~

(4) The property owner(s) shall be required to have 24-hours-a-day/seven-days-a-week on-site property management by a professional management company with a minimum of five years of experience in providing property management for large-scale residential projects. The property owner(s) shall also be required to provide 24-hours-a-day/seven-days-a-week private security on site, to include on-site security offices, office space for public safety use, and video camera monitoring.

(5) The property sought to be exempted shall be developed in a manner that increases or preserves property valuation, and the development of the property must represent an increased investment in the property that results in an increase in the overall property values in the area.

(6) The taxes collected during the MFTE period shall be sufficient to cover the city's costs required to provide necessary services to the residents of the property sought to be exempted. If the City determines that taxes collected do not cover the City's costs required to provide necessary services to the residents of the property sought to be exempted, the property owner(s) shall make an annual payment in lieu of taxes to cover the estimated difference.

(7) The project shall comply with all applicable Des Moines Zoning Code, land use regulations, and other requirements, including

those contained in Titles 12, 14, 16, 17, and 18
DMMC.

(8) Construction of any project approved
with an MFTE shall be completed within three years
from the date of approval of the MFTE by City
Council as provided in DMMC 3.96.060.

NEW SECTION. **Sec. 2. Severability - Construction.**

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

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

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

PASSED BY the City Council of the City of Des Moines this
_____ day of _____, 2012 and signed in authentication thereof
this _____ day of _____, 2012.

M A Y O R

APPROVED AS TO FORM:

Assistant City Attorney

Ordinance No.
Page 9 of 9

ATTEST:

City Clerk

Effective Date:

Published:

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Redondo Heights Culvert
Replacement Project – Contract Contingency
Increase

ATTACHMENTS:

1. Previously Amended 2012 SWM CIP
2. Parametrix Task Order 2011-3
3. Interlocal Agreement with Lakehaven
Utility District
4. Proposed 2012 CIP Amendment (2nd)

FOR AGENDA OF: September 27, 2012

DEPT. OF ORIGIN: Planning, Building and
Public Works

DATE SUBMITTED: September 11, 2012

CLEARANCES:

- [X] Legal LG
[X] Finance PL
[] Marina _____ N/A
[] Parks, Recreation & Senior Services _____ N/A
[X] Planning, Building & Public Works AK
[] Police N/A
[] Courts _____ N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: AK

Purpose and Recommendation

The purpose of this Agenda Item is to approve additional spending authority for the construction contract and consultant task order assignment for the Redondo Heights Culvert Replacement Project. The construction contract was originally awarded to Pacific Coast General, LLC, at the July 12, 2012 Council meeting. The award amount was \$334,506.08 plus a 10% contingency.

Approval of an additional spending authority of \$272,043.31 is requested to cover unforeseen project expenditures as well as a change order requested by Lakehaven Utility District for the replacement of a section of their water main within the project limits. The cost of the water main change order will be fully reimbursed by the District. Attached is a draft interlocal agreement with Lakehaven Utility District for including the water main relocation work with the project.

Approval of a new task order assignment in the amount of \$5,874.04 is requested to cover needed consultant services that were not included in the original task order assignment that was made with our on-call contract with Parametrix.

Suggested Motions

Motion 1: "I move to approve additional spending authority in the amount of \$272,043.31 for the construction contract for the Redondo Heights Culvert Replacement Project up to a maximum contract amount of \$640,000.00 to cover unforeseen project expenditures and reimbursable expenses for the replacement of a water main by the Lakehaven Utility District."

Motion 2: "I move to approve the on-call Task Order Assignment 2012-02 with Parametrix in the amount of \$5,874.04 bringing total under contract with Parametrix for this project to \$86,325.19, and authorize the City Manager to sign said task order."

Motion 3: "I move to approve the interlocal agreement with Lakehaven Utility District for the inclusion of the District's water main replacement as part of the Redondo Heights Culvert Replacement Project, and authorize the City Manager to sign said agreement substantially in the form as submitted."

Motion 4: "I move to direct Administration to submit a \$228,200 2012 CIP budget amendment for the Redondo Heights Culvert Replacement Project."

Background

The project is for the replacement of a 36-inch corrugated metal stream culvert that is located within the Redondo Heights Condominium parking lot that presently passes below the swimming pool and adjacent to the cabana before connecting to the recently replaced stream culvert system constructed in 2011 along Redondo Way. The project will replace this severely corroded corrugated metal pipe with a new concrete pipe and relocate the stream culvert around the swimming pool and cabana to Redondo Way. The project will also replace a corroded metal culvert that traverses Redondo Way and connects to the existing stream culvert in the vicinity of the pool. Upon completion of the project, all portions of the stream culvert that is on private property will be placed in a permanent public easement to ensure that maintenance is adequately being done to protect the stream culvert from becoming clogged and ensure debris is being removed at the inlet to this system.

At the July 12, 2012 Council meeting, the project was awarded to Pacific Coast General (PCG) in the amount of \$334,506.08 plus a 10% contingency. The construction contract includes two schedules, with a City schedule in the amount of \$267,166.86 and a Condominium schedule in the amount of \$67,339.22.

Discussion

Construction work began on this project August 8, 2012. The contractor has 90 calendar days to complete the work. The contractor is making very good progress with the work but has encountered a number of unforeseen conditions that is making the deep trenching difficult. While the upper 2-3 feet of the trench is comprised of materials that are suitable for backfilling the trench, most of the excavation thus far is comprised of glacial clay with a high moisture content that is not suitable for backfill. Most concerning, however, is the large amount of tree stumps, logs that are being encountered and impacting the majority of the trench work. Except for the 36-inch crossing of Redondo Way, woody debris has

been encountered on average every 10-15 feet of trench work. These obstructions not only slow the project down but also make it hard for the contractor to maintain a vertical trench, resulting in sloughing and a wider trench.

For the work involved, the trench width is 2.5 times the pipe diameter or 7.5 foot wide. Due to difficulty of removing the debris and sloughing, the trench width in some instances exceeded 14-15 feet due to the depth of the trench (at some points nearly 20 feet deep). When possible, the contractor utilized stacked shoring boxes as well as metal sheeting to prevent additional sloughing and undermining of the trench.

Subsequently, the bid item quantities for unsuitable backfill and trench foundation material are expected to be severely overrun. A greater trench width also means that the asphalt quantities for pavement removal and restoration will be substantially higher. There are also unforeseen costs for the removal and disposal of the woody debris that is being encountered.

Soil borings were not done for this project and unless there was an indication that poor soils or obstructions might be encountered, soil borings are not generally done, especially for a small pipe installation project like this of less than 500 feet in length and because the City wanted to complete this project in 2012 before fall weather prevented further work of this type. If borings had been made for the project, because of the short distance of pipe, likely only one or two borings would have been made (one in Redondo Way and one in the parking lot). The likelihood of encountering woody debris while soil boring would have been random, despite the amount of debris encountered during trenching.

While no soil borings were done to gather soil information for the project's design, the City did excavate to locate a buried structure to a depth of about 15-feet within the center of the Condominium parking lot. No sloughing occurred during the excavation and no woody debris or other debris was encountered. Also, during construction of the pipe segment from Redondo Beach Drive to Soundview Drive in 2011, only a very minor amount of debris was encountered and certainly not enough to warrant further investigation. Because there was no concern of woody debris or other debris because of the information from the City excavation and previously pipe work made, staff concluded that sufficient information was available for the design and resulting overruns are not the fault of the Engineer-of-Record.

While the contractor is responsible to control the trench to the best of its ability, City inspection staff has documented that the contractor's work and response to the unforeseen condition is appropriate. It should also be noted that all pipe bed material is incidental to the price of the pipe and because of the sloughing and trench size, the amount of pipe bedding has also greatly overrun, at the expense of the contractor. Therefore, the contractor has an incentive to maintain the trench and minimize the sloughing.

Below are anticipated overages for this project. Because there are two construction schedules, one for the City work and the other for work associated with the Redondo Heights Condominium's culvert replacement, the overages are divided according to the associated schedule (rather than arbitrarily divided between the schedules).

Anticipated overruns:

	<u>City</u>	<u>Redondo Heights Assoc.</u>	<u>Total</u>
Foundation material	\$27,000	\$15,000	\$42,000
Unsuitable backfill material	\$63,000	\$38,000	\$101,000
Crushed rock for road base	\$5,000	\$2,000	\$7,000
Pavement sawcutting/grinding	\$5,000	\$1,000	\$6,000
Additional asphalt	\$60,000	\$7,000	\$67,000
Buried logs, woody debris	\$10,000	\$10,000	\$20,000
Additional traffic control	\$8,000	\$0	\$8,000
District water main replacement	\$21,000*	\$0	\$21,000
Total overage	\$199,000	\$73,000	\$272,000

* Fully reimbursed by Lakehaven Utility District

While the site conditions may improve as the project work enters the parking lot of the condominium where the parking lot is mostly fill material, the work also includes deep trenching and woody debris may still be encountered thereby complicating the trench work. The above overage is presented to Council as worse-case, and the cost is likely to be less. However, given the uncertainty related to the remaining deep trenching and the trench work that is completed (the City portion is 50-60% complete), staff is anticipating an overrun on the City schedule of at least \$100,000. As of September 13th, the work is progressing well and the Contractor may complete the trench work by the September 27th Council meeting. Staff will provide an update of the work and our current estimate of overall costs at that meeting.

After the project award, the Lakehaven Utility District requested to include a change order to the contract to replace 40 feet of their water main located within the project limits as is their responsibility under our Franchise Agreement with them. This change order was granted under the condition that the District prepare the design and reimburse the City for all costs associated with the change order. A change order in the amount of \$20,619.06 was approved by both the District and City for the water main replacement. A standard interlocal agreement is attached for approval to include the District's work with the project.

A task order for on-call services with Parametrix for the project design and certain construction services was approved by Council on September 22, 2011 in the amount of \$80,451.19. While our consultant underspent the design by \$10,206, the City has requested an additional task for project compaction testing that were not included in the original task order assignment. The attached task order includes \$16,080 for this task minus the \$10,206 that was not spent during the design.

The Condominium Association has been alerted to the unforeseen conditions that have been encountered installing the City's portion of the project and staff will be providing them a revised estimate to review per our agreement with them.

With the project roughly 33% complete as of September 13th, staff is requesting additional spending authority in the amount of \$272,000 to cover the anticipated quantity overruns, the District change order, and still provide a minimal amount of contingency to carry the project through completion.

Alternatives

None recommended. Although the above requested additional authority is substantial and represents a worse-case scenario, staff feels this amount is needed to prevent any delays to the project and any added costs as a result of the delays. The project needs to be completed within the timeframe of the contract and current environmental permitting requirements.

Financial Impact

The request is for additional project expenditures up to a maximum amount of \$640,000.00. The total project budget was previously amended to \$520,000 and the requested spending authority would raise the project budget to \$748,200 as shown in Attachment 3. Adequate funding is available in the ending fund balance of the SWM CIP to fully cover this request.

Recommendation or Conclusion

Staff recommends approving additional spending authority for the construction contract for the Redondo Heights Culvert Replacement project in the amount not to exceed a maximum contract amount of \$640,000.00.

Concurrence

Planning, Building and Public Works, Finance and Legal Departments concur.



Proposed Budget Amendment

2012-2017 CAPITAL IMPROVEMENT PLAN Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Surface Water Management	City Project #	451.818
PROJECT	Redondo Heights Culvert Replacement Project	SWM Project #	
		Project Type:	Improvement
		Council Goals met:	
		Council Objectives met:	
		Project Status	Pre-Design
LOCATION	Redondo Way east of Soundview Drive		
DESCRIPTION:	Replacement of Existing 36-inch and 18-inch pipe with approximately 400 feet of 36-inch pipe and 250 feet of 18-inch pipe.		

EXPENDITURE SCHEDULE											
COST ELEMENTS	TOTAL*	FY 09 Act	FY 10 Act	FY 11 Est	FY 11 Amend	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17
ADMINISTRATION	\$ -										
CIP PROJ MANAGEMENT	17,500			7,500	7,500	10,000					
DESIGN	47,300			62,000	62,000	(14,700)					
IMPROVEMENTS	285,000					285,000					
INSPECTION	30,000					30,000					
CONST. ASSISTANCE	20,000					20,000					
Redondo Heights Assn. Culvert	118,800					118,800					
Permitting	10,900					10,900					
CONTINGENCY	60,000					60,000					
OTHER	-										
TOTAL	\$ 589,500			\$ 69,500	\$ 69,500	\$ 520,000					

FUNDING SOURCES	TOTAL*	FY 09 Act	FY 10 Act	FY 11 Est	FY 11 Amend	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17
SWM CIP	\$ 470,700	\$ -	\$ -	\$ 69,500	\$ 69,500	401,200					
Redondo Heights Assn.						118,800					
TOTAL	\$ 470,700	\$ -	\$ -	\$ 69,500	\$ 69,500	\$ 520,000					

*Excludes FY 10 Amd

OPERATING COSTS	TOTAL		FY 10 Act	FY 11 Est	FY 11 Amend	FY 12	FY 13				FY 17
PERSONNEL											
SUPPLIES											
EQUIPMENT											
TOTAL											

Formal Task Assignment Document

Task Number 2012-02

The general provisions and clauses of Agreement On-Call Svcs. shall be in full force and effect for this Task Assignment

Location of Project: Redondo Heights, Des Moines, WA

Project Title: Redondo Heights Culvert Replacement Compaction Testing

Maximum Amount Payable Per Task Assignment: \$5,874.04

Completion Date: December 31, 2012

Description of Work:

(Note attachments and give brief description)

Otto Rosenau & Associates, Inc. will provide special inspection and materials testing services in support of the Redondo Heights Culvert Replacement project. (See attached proposal from Otto Rosenau dated August 24, 2012.) The Otto Rosenau proposal is for \$16,080.04. Part of this amount (\$10,206) will be paid for under the 2010-2011 On-Call Civil Engineering Services contract, and the remainder (\$5,874.04) will be paid for under this task number on the 2012-2013 On-Call General Civil Engineering Services contract.

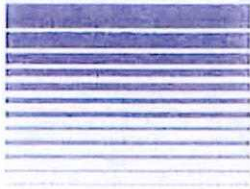
Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature:  Date: September 18, 2012

Agency Approving Authority: _____ Date: _____

Attachment 2



OTTO ROSENAU & ASSOCIATES, INC.

Geotechnical Engineering, Construction Inspection & Materials Testing

6747 M. L. King Way South, Seattle, Washington 98118-3216 USA
Tel: (206) 725-4600 • Toll Free: (888) OTTO-4-US • Fax: (206) 723-2221
WBE W2F5913684 • WABO Registered Agency • Website: www.ottorosenau.com

August 24, 2012
Proposal No.: 12-0550-1R

Ms. Cindy Clark, P.E.
Parametrix, Inc.
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374

**Re: Construction Inspection and Materials Testing Services
Redondo Heights Storm Drain Replacement
Redondo Way S and Sound View Dr.
Des Moines, Washington**

Dear Ms. Clark:

Otto Rosenau & Associates, Inc. (ORA) is pleased to provide you and your firm with this proposal to provide special inspection and materials testing services in support of the referenced project. This proposal presents a project description, scope of work, and proposed fee. All work will be performed in accordance with the attached Terms, Definitions, and General Conditions.

PROJECT DESCRIPTION: The project involves the replacement of several mains and the restoration of pavement and sidewalks.

SCOPE OF WORK: The architect, civil engineer, structural engineer, and applicable building codes dictate which elements of the project require inspection or testing. Based on our understanding of your project, the anticipated scope of work for the testing and inspection services include, but are not limited to, the following items:

- Soil Bearing
- Backfill Monitoring
- Soil Compaction
- Asphalt Compaction
- Reinforced Concrete

ORA proposes to provide appropriately licensed and qualified engineers or inspectors to perform the inspection and testing tasks. The results of field tests and inspections will be communicated to the owner's and contractor's representative as soon as practical. Items that do not conform to the project specifications will be logged and tracked until corrective action is completed. Handwritten reports will be prepared and left on-site after each inspection. Typewritten reports will be distributed to the appropriate project team members and jurisdiction.

PROPOSED FEE: Otto Rosenau and Associates, Inc. propose to provide the above described services on a unit fee basis where we will charge only for the services we perform. Our unit fees are presented on the attached Fee Schedule.

Based on our review of the project drawings and specifications dated May, 2012 and on our past experience on similar projects, we suggest a budget of **\$16,080.04** be established for the inspection and testing services. The

Otto Rosenau & Associates, Incorporated
Geotechnical Engineering, Construction Inspection & Materials Testing

Parametrix, Inc.
Redondo Heights Storm Drain Replacement
Proposal No.: 12-0550-1R
August 24, 2012
Page 2 of 7

actual total fee for inspection and testing services is dependent on the efficiency, performance, and schedule of the general contractor, subcontractors, and material suppliers.

SCHEDULE: We are prepared to begin work on your project as required by the construction schedule. Appropriate personnel will be dispatched to the project on an on-call basis in response to requests from the authorized field representative. Though we may be able to respond to last minute or emergency calls for inspection, we request 48 hours notice for inspections.

CLOSURE: Thank you for this opportunity to work with you on your project. If this proposal is accepted, please indicate so by signing and returning one copy to us as an authorization to proceed.

This proposal, including the Terms, Definitions, and General Conditions and proposed unit fees is accepted by:

Company Name

Signature

Date

Printed Name and Title

We look forward to working with you. If you have any questions, please contact me at (206) 725-4600.

Very truly yours,
OTTO ROSENAU & ASSOCIATES, INC.


Jeffrey D. Rabe
Project Manager

JDR:JRP:rt


Judi Rosenau-Payseno
President

Attachments: Estimated Budget
Discounted Fee Schedule
Terms, Definitions, and General Conditions

Otto Rosenau & Associates, Incorporated
Geotechnical Engineering, Construction Inspection & Materials Testing

Parametrix, Inc.
Redondo Heights Storm Drain Replacement
Proposal No.: 12-0550-1R
August 24, 2012
Page 3 of 7

ESTIMATED BUDGET

Description of Services	Quantity	Unit	Fee	Extension
Professional Engineer (<i>Oversight, Final Geotechnical Review</i>)	3	Hr	\$114.00	\$342.00
Engineering Technician (periodic) (<i>Back fill monitoring, soil bearing & soil compaction</i>) - <i>Assumes 25 trips & 5 sample pick ups</i>	130	Hr	\$72.00	\$9,360.00
Soil Grain Size Distribution (Sieve Analysis; D422)	6	Ea	\$81.00	\$486.00
Soil Moisture-Density Relationship (Proctor; D1557)	5	Ea	\$162.00	\$810.00
Sand Equivalent Test	3	Ea	\$102.00	\$306.00
Fracture Face Count	3	Ea	\$45.00	\$135.00
Dust Ratio	2	Ea	\$9.00	\$18.00
Asphalt Compaction Testing - <i>Assumes 8 trips</i>	40	Hr	\$57.00	\$2,280.00
Asphalt Rice Density (D6307/WSDOT T-209)	4	Ea	\$76.00	\$304.00
Asphalt Oil Content by Ignition with Gradation	4	Ea	\$166.00	\$664.00
Reinforced Concrete Testing and Inspection - <i>Assumes 2 concrete pours and 2 sample pick-up trips</i>	10	Hr	\$55.00	\$550.00
Concrete Test Specimens (C39)	8	Ea	\$15.00	\$120.00
Associated Mileage (Portal to Portal) - <i>Assumes 42 trips x 34 miles/round-trip</i>	1428	Mile	\$0.68	\$971.04
Final Inspection/Review/Report (Structural)	1	Hr	\$76.00	\$76.00
Total Estimated Budget:				\$16,080.04

Notes:

- 1) The above rates reflect a 10% discount
- 2) Additional services are available, and will be provided upon request, at our published rates and fees

Otto Rosenau & Associates, Incorporated
Geotechnical Engineering, Construction Inspection & Materials Testing

Parametrix, Inc.
Redondo Heights Storm Drain Replacement
Proposal No.: 12-0550-1R
August 24, 2012
Page 4 of 7

DISCOUNTED FEE SCHEDULE

Description of Services	Unit	Fee
I. Labor (Personnel) Rates:		
Administrative Staff – Standard Report Typing & Distribution	Hour	No Charge
Project Manager – Standard Report Review & Inspector Supervision	Hour	No Charge
Project Manager – Attend Meetings, Consultation, etc. (If Required)	Hour	\$76.00
Geotechnical Engineer (P.E.)	Hour	\$114.00
Geologist	Hour	\$86.00
Engineering Technician	Hour	\$72.00
Soils/Asphalt Compaction Testing Technician	Hour	\$57.00
Special Inspector: a) Reinforced Concrete (Includes Reinforcing Steel) b) Prestressed Concrete c) Shotcrete d) Reinforced Masonry e) Proprietary Anchors – Epoxy, Expansion Anchors, etc. f) Lateral Framing – Nailing, Straps, etc. g) Miscellaneous – Spray-Applied Fireproofing, Seismic Ties, etc.	Hour	\$55.00
Structural Steel and Welding Inspector	Hour	\$57.00
Nondestructive Testing Technician (UT/MT/PT)	Hour	\$61.00
CWI Consultant (Additional charges may apply if work is located outside the Greater Puget Sound Region)	Hour	\$65.00
II. Laboratory (Materials) Testing:		
Soil Grain Size Distribution – Sieve Analysis (D422)	Each	\$81.00
Soil Moisture-Density Relationship – Proctor (D1557)	Each	\$162.00
Sand Equivalent Test	Each	\$102.00
Fracture Face Count	Each	\$45.00
Dust Ratio	Each	\$9.00
Asphalt Oil Content by Ignition with Gradation	Each	\$166.00
Asphalt Rice Density (D2041/ WSDOT T-209)	Each	\$76.00
Compressive Strength Test – Concrete Cylinders/ Grout/ Mortar (C39/C109/C1019)	Each	\$15.00
Masonry Prisms/Concrete Masonry Units (C1314)	Each	\$86.00
Shotcrete Test Panel (Includes 4 Cores; C1140)	Each	\$171.00
Sawcutting of Test Specimens	Each	\$5.00
III. Miscellaneous/Reimbursable Expenses:		
Associated Mileage (Portal to Portal)	Mile	\$0.68
Project Associated Reimbursable Items (e.g. Parking Fees, Consumable Safety Gear, Subcontractor Services, etc.)	Lot	Cost + 10%
Final Inspection/Review/Report	Hour	\$76.00

Note: Additional services are available, and will be provided upon request, at our published rates and fees.

Parametrix, Inc.
Redondo Heights Storm Drain Replacement
Proposal No.: 12-0550-1R
August 24, 2012
Page 6 of 7

TERMS, DEFINITIONS, AND GENERAL CONDITIONS

1. Scope of Work

Otto Rosenau and Associates, Inc. (herein "ORA") is performing inspection, materials testing, geotechnical engineering, or other services performed by ORA as described in its proposal accepted by Client, (herein the "Work"), which shall be subject to these Terms, Definitions, and General Conditions. The Client accepts sole responsibility for determining whether the quantity and nature of the Work ordered by Client is adequate and sufficient for Client's needs.

2. Notification of Work and Access to Site

Advance notification for inspection and testing services is the responsibility of the Client and/or its representative. Inspection or testing services should be requested as far in advance as practical (preferably a minimum of two business days notification). The Client shall arrange and provide safe access to the site as required for ORA to perform the Work.

3. Schedule of Work

ORA's Work will be accomplished in a timely, workmanlike manner by ORA or its subcontractor at the prices or fees quoted. If ORA is required to delay commencement of the Work or if it is required to stop or interrupt the progress of its Work as a result of changes in scope requested for any reason by the Client, interruptions in the progress of construction, or causes beyond the control of ORA, additional charges may be applicable and payable by the Client.

4. Estimated Budgets

Whenever applicable and unless stated in our fee schedule, estimated budgets do not include overtime hours, re-inspections or retests of deficiencies, or services provided beyond our original scope. Our actual total fee will be determined on a unit-fee basis wherein we will charge only for work performed. The construction schedule and the performance of the general contractor, sub-contractors, and material suppliers will directly impact our actual total fee.

5. Hours of Operation

Regular work hours for ORA personnel are an eight hour shift between 6:00 am and 6:00 pm Monday through Friday, except for holidays. The holidays recognized are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. In the event the holiday falls on a Saturday, the preceding Friday will be observed and in the event the holiday falls on a Sunday, the observance is recognized on Monday.

6. Labor Rates and Minimum Charge

For work on Saturdays, in excess of eight hours Monday through Friday or for work performed before 6:00 am or after 6:00 pm a premium rate of 1.5 times the regular rate will be charged. For work on Sundays, holidays, in excess of eight hours on Saturdays, and in excess of twelve hours Monday through Friday a premium rate of 2.0 times the regular rate will be charged. All services are portal to portal from ORA's facility.

There shall be a three hour minimum charge per trip during regular work hours, a four hour minimum charge per trip for weekend and holiday, and an eight hour minimum charge per trip for night shifts. The applicable labor rate will apply depending upon the day/shift demand.

Late cancellations (less than 3 business hours notice for day shift or 24 hours notice for night shift) will be charged 50% of the minimum charge at the applicable rate.

Parametrix, Inc.
Redondo Heights Storm Drain Replacement
Proposal No.: 12-0550-1R
August 24, 2012
Page 6 of 7

Test samples may be required to remain on the jobsite undisturbed for 24 to 48 hours as per the codes, standards, or specifications and will be picked up as designated. All samples, including hold samples, tested or not, shall be charged at the published rate. The Client will be invoiced portal to portal at the applicable labor rate. Laboratory rush samples will be invoiced at 1.5 times the standard test rate.

The client agrees that the labor rates quoted shall be increased annually in proportion to the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

7. Invoicing and Payment

Client shall be invoiced once each month for work performed during the preceding month. If an invoice is disputed, the Client must provide written notice within fourteen (14) calendar days, indicating all disputed amounts and reason Client believes amount to be in error. Client waives the right to dispute any invoice following this fourteen (14) day period.

ORA accepts the following methods of payment: cash, check, or credit card (Visa, MasterCard, or Discover Card). Client agrees to pay each invoice within 30 days of the date rendered. Failure of Client to make payments within thirty (30) days of invoice shall constitute a full release of ORA from any and all claims which Client may have, whether in contract, in tort, or otherwise, whether known or unknown at the time. A service charge of one and a half percent per month will be added to all delinquent accounts. Invoices not paid within 60 days may result in ORA stopping Work until such invoices rendered are paid in full. Where legal action including assertion of lien rights becomes necessary to obtain payment for services provided, Client agrees to pay all collection costs, including any and all attorney's fees.

8. Final Letter of Completion

ORA will issue final letter of completion to the building department when requested by the Client or its representative. The Client understands that the final letter will be submitted only when all invoices have been paid in full. A guarantee that the Contractor has constructed the project in full accordance with the approved plans and specifications is neither intended nor implied.

9. Hazardous Materials

The Client, landowner, and its agents shall accept sole responsibility to notify appropriate agencies in regard to any hazardous substances discovered by ORA on the project site. ORA is expressly relieved from any obligations to report the presence of hazardous substances to any and all regulatory agencies.

10. Indemnification

ORA has not included in its fee and is not responsible for the cost of restoration of damage that may occur due to Work performed. Client agrees to indemnify and save ORA harmless from all claims, suits, losses, costs and expenses including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ORA's Work or arising from subsurface or latent conditions or damage to subsurface structures, lines, or conduits. In return, ORA agrees to indemnify and hold Client harmless from any and all claims, suits, costs, and expenses subject to the foregoing limitations, including reasonable attorney's fees and court costs, but only to the extent of ORA's negligence. Client shall provide same protection to ORA to the extent of its negligence.

In the event that client or its principals shall bring suit, cause of action, claim, or counterclaim against ORA, the party initiating such action shall pay to ORA the costs and expenses incurred by ORA to investigate, answer, and defend itself including reasonable attorney's fees, witness fees and court costs to the extent that ORA shall prevail in such suit. Notwithstanding any other provision herein, should ORA or any of its employees be found to have been negligent in performing services or work, client and all parties claiming as a

Parametrix, Inc.
Redondo Heights Storm Drain Replacement
Proposal No.: 12-0550-1R
August 24, 2012
Page 7 of 7

result thereof agree that the maximum aggregate amount of liability of ORA and its officers, employees, and agents shall be limited to the total amount of the fee paid to ORA for its Work.

ORA may engage the services of other contractors/consultants on behalf of Client for the provision of professional services. ORA shall be held harmless, and assumes no liability, for the services of said contractor/consultant. As such, ORA shall be held harmless from any claim which may arise out of the actions of the contractor/consultant.

11. Insurance

ORA is covered by General Liability Insurance for bodily injury and property damage arising directly from our negligent acts or omissions. If Client requires additional coverage beyond our limits, ORA will obtain additional General Liability Insurance to the limits the Client requests at the Client's expense.

12. Provisions

Client agrees it will not engage or employ any employees of ORA for a minimum of two years after completion of ORA services for this project.

A fuel surcharge will apply if average price of regular unleaded fuel exceeds \$3.50 per gallon.

The ordering of work from ORA or use of any reports or information provided by ORA shall constitute acceptance of the terms of ORA's proposal and these terms and conditions.

All quotations are based upon standard non-overtime hourly rates. Unless otherwise agreed, this proposal terminates in 90 calendar days from the date of issue unless accepted in writing within said 90 days.

Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of test.

ORA may dispose of project inspection files after a period of ten years. Client may request in writing to extend the file retention period or obtain custody in lieu of disposal, subject to mutual agreement upon a retention/custody agreement, including fees to be paid ORA.

13. Entire Agreement

This agreement constitutes the entire understanding of the parties and there are no representations, warranties or understandings made other than those as set forth herein. This agreement may be modified only in writing, signed by each of the parties. No work can be performed prior to written acceptance of this proposal.

**INTERLOCAL AGREEMENT
CITY OF DES MOINES AND HIGHLINE WATER DISTRICT
REDONDO HEIGHTS CULVERT REPLACEMENT**

WHEREAS, the City of Des Moines, Washington (hereinafter "City") is undertaking a capital improvement project known as the Redondo Heights Culvert Replacement Project (hereinafter "the Project"); and

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

WHEREAS, the Lakehaven Utility District (hereinafter "District") owns and operates certain water facilities located in the City's right-of-way within and adjacent to the project limits of the Project, and the District has a franchise agreement to operate in said right-of-way; and

WHEREAS, the City intends to replace an existing storm drain on Redondo Way that serves Redondo Creek; and

WHEREAS, the City's Project requires certain work by the District to accommodate the District's existing water line and the proposed storm drain pipe; and

WHEREAS, including the District's work into the City's construction of the Project would be more expedient, less expensive, and less disruptive to the public than if the District undertook this work separately; and

WHEREAS, the City and the District (individually a "Party" and collectively the "Parties") mutually desire to establish a formal arrangement under which the District will pay the City in exchange for the City's incorporating the District's related utility work into the construction of the Project; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs, and liabilities regarding this undertaking; and

WHEREAS, the City Council of the City of Des Moines has taken appropriate action to approve the City's approval of and entry into this Agreement ("Agreement"); and

WHEREAS, the Board of Commissioners of the District has taken appropriate action to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

TERMS

Section 1. Purpose. The purpose of this Agreement is to establish a formal arrangement under which the District will pay the City to construct the District's work as designed by the District. The terms, conditions, and covenants of this Agreement shall accordingly be interpreted to advance this purpose. This Agreement further seeks to allocate and define the Parties' respective rights, obligations, costs and liabilities concerning the establishment, operation and maintenance of this undertaking.

Section 2. Term. This Agreement shall be effective upon execution by the Parties hereto. Unless terminated in accordance with Section 3, this Agreement shall remain effective until one of the following events, whichever is later: (a) the District's written acceptance of and payment for all District's work provided pursuant hereto, or (b) December 31, 2012. Thereafter, the agreement shall expire automatically. The Parties may at their option renew this Agreement for a mutually agreed upon term by a writing signed by both Parties.

Section 3. Termination. Either Party may terminate this Agreement with or without cause by providing the other Party with 30 days written notice of its intent to terminate. Termination or expiration shall not alter the District's payment obligations under Section 6 for services already rendered, as well as for the normal and reasonable costs incurred by the contractor in terminating and closing out the District's portion of the work, and shall not alter the Parties' respective obligations under Section 11 of this Agreement.

Section 4. Obligations of the District. The District agrees to:

A. Provide periodic payments to the City to reimburse the City for its costs of constructing the District's water facility work ("District Work") pursuant to Section 6 of this Agreement, and as follows:

- a. Engineering/Design. The District will provide the City a detailed drawing and along with necessary construction notes and specifications to solicit a change order from the City's contractor.
- b. Construction. The District shall reimburse the City for the City's actual costs for construction of the District Work based upon:
 - i. All approved change orders associated with the water line replacement. The engineer's estimate for the District Work, excluding sales tax, is approximately \$25,000.
 - ii. All Washington State Sales tax associated with the District work.

- B. The District shall pay the City an amount equal to five percent (5%) of the final construction cost of the District work including sales tax to cover Administrative and Construction Management costs (e.g., project management, change order preparation, pay estimate preparation, and administration).
- C. Respond promptly to information requests submitted by the City or its agents regarding the District Work.
- D. Upon completion of the District Work to the District's satisfaction, provide written acceptance of the District Work to the City.
- E. The District agrees that the Project is a priority for the City and that a District inspector will be available during project construction. The District inspector will have the responsibility for inspection and approval of the District Work and that the contractor employed by the City will be directed to comply with the District's requirements by the City's engineer or designee in accordance with plans and specifications approved by the District. The District's inspector shall immediately notify the City, verbally and in writing, of any disapproval of said work and provide said notification prior to progress payment for said work to the Contractor.
- F. If the District decides to reject the submitted change order for the District's work items, then the District acknowledges that construction of the District Work will be processed under a separate contract by the District.

Section 5. Obligations of the City. The City agrees to:

- A. Allow the District's water facility work to be performed under the City's construction contract. The District Work will be completed and tracked as a separate change order.
- B. Submit to the District written invoices for payment in accordance with Section 6, including copies of invoices or other documentation from consultants and/or contractors, clearly indicating the District's portion of the invoices.
- C. Assume lead agency status and responsibility for applying for and obtaining any and all regulatory permits and approvals necessary to complete the Project, including but not limited to right-of-way permits and SEPA approvals.
- D. Provide District personnel access to the Project's construction area for purposes of inspecting, monitoring, approving or disapproving the progress of work performed on the District's water utility work. The City shall notify a District representative of all construction meetings and shall allow the District representative to participate in all construction meetings.
- E. Respond promptly to information requests submitted by the District or its agents regarding the Project.

- F. The City shall require the contractor to be responsible for compliance with all applicable federal, state and local statutes, regulations and ordinances regarding safety.

Section 6. Payment Schedule. The Parties agree to the following billing and payment schedule:

- A. For construction contract costs and for administrative and construction management costs incurred by the City for the District Work, the City shall submit invoices to the District for the District's share of said expense for the District Work. Said invoices shall contain a reasonably detailed explanation of the methodology utilized by the City in determining the District's share of each expense. To the extent reasonably possible, the City shall document and tabulate separately the actual quantities of work installed to clearly identify the District's portion of the Project construction cost for the District Work. Final adjustment of prorated costs shall be delivered to the District within thirty (30) days of project close out.
- B. Within forty-five (45) days of receiving any invoice pursuant to subsection 6.A, the District shall tender payment to the City in the form of a warrant, money order or other certified funds for the invoiced amount, except as to any disputed amounts.
- C. In the event that the Parties disagree regarding the District's share of any expense incurred by the City regarding the Project, the Parties may agree to submit the question for resolution in accordance with the mediation/arbitration clause contained herein.

Section 7. (reserved)

Section 8. Change Orders and Authorization of Cost Overruns:

- D. Change Orders. The District shall have the right to approve or reject change orders relating to the District Work. The City shall have the right to approve or reject change orders relating to the City's work. The Parties shall mutually accept or reject change orders relating to joint work. Any dispute between the Parties as to proportional payment for joint element change orders shall be resolved pursuant to the mediation/arbitration clause contained herein.

Section 9. Ownership and Disposition of Property. The District Work pursuant to this Agreement shall become and remain the exclusive property of the District upon completion. All other work constructed under the Project shall become and remain the exclusive property of the City upon completion. The City will forward to the District any guarantee or warranty furnished as a normal trade practice in connection with the purchase of any equipment, materials, or items used in the construction of the Project. The City shall submit redline drawings to the District upon completion of the Project for District review and approval. The City's contractor shall warrant the workmanship and materials utilized in the District Work to be free from defects for a

period of one (1) year from the date of the District's ownership of the District Work, provided the District shall retain any rights, claims or demands the District may have against the City's contractor relating to the District Work under applicable statutes of limitation.

Section 10. Administration; No Separate Entity Created. The City Planning, Building, Public Works Director, or his/her designee, shall serve as the City's administrator of this Agreement. The District General Manager, or his/her designee, shall serve as the District's administrator of this Agreement. No separate legal entity is formed by this Agreement.

Section 11. Release, Indemnification and Hold Harmless Agreement. Each Party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own agents, employees, representatives, contractors or subcontractors, to the fullest extent required by laws of the State of Washington. Each Party agrees to protect, indemnify and save the other Party harmless from and against any and all such liability for injury or damage to the other party or the other Party's property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, to the extent caused by its own fault or that of its agents, employees, representatives, contractors or subcontractors.

The City specifically promises to indemnify the District against claims or suits brought under Title 51 RCW by its own employees, contractors, or subcontractors, and waives any immunity that the City may have under that title with respect to, but only to, the limited extent necessary to indemnify the District. The City shall also indemnify and hold the District harmless from any wage, overtime or benefit claim of any City employee, agent, representative, contractor, or subcontractor performing services under this Agreement. The City further agrees to fully indemnify the District from and against any and all costs of defending any such claim or demand to the end that the District is held harmless therefrom.

The District specifically promises to indemnify the City against claims or suits brought under Title 51 RCW by its own employees, contractors, or subcontractors, and waives any immunity that the District may have under that title with respect to, but only to, the limited extent necessary to indemnify the City. The District shall also indemnify and hold the City harmless from any wage, overtime or benefit claim of any District employee, agent, representative, contractor, or subcontractor performing services under this Agreement. The District further agrees to fully indemnify the City from and against any and all costs of defending any such claim or demand to the end that the City is held harmless therefrom.

Section 12. Mediation/Arbitration Clause: If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation before a mutually agreed alternative dispute resolution entity or by mediation administered under the American Arbitration Association's Commercial or Construction Rules. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof may be settled through binding arbitration if arbitration is mutually

agreed to by the Parties. If the Parties agree to submit the controversy to arbitration, such arbitration shall be conducted under mutually agreed rules, or under the American Arbitration Association's Commercial or Construction Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through appointment pursuant to the rules of the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. Following mediation, if the Parties do not agree to submit the controversy to arbitration, either Party may file an action in King County Superior Court. In any such court action, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

Section 13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County Superior Court.

Section 14. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the District and any employee, agent, representative or contractor of the City, or between the City and any employee, agent, representative or contractor of the District.

Section 15. No Third Party Rights. This Agreement is intended for the sole and exclusive benefit of the parties hereto and no third party rights are created by this Agreement.

Section 16. Notices. Notices to the City shall be sent to the following address:

**City of Des Moines
Loren Reinhold, Assistant Public Works Director
21650 11th Avenue So.
Des Moines, WA 98198**

Notices to the District shall be sent to the following address:

**Lakehaven Utility District
Wes Hill, Project Engineer
31627 1st Avenue South
Federal Way, WA 98003**

Section 17. Duty to File Agreement With County Auditor. The City shall, after this Agreement is executed by both Parties, file this Agreement with the King County Auditor.

Section 18. Integration/Entire Agreement. This document constitutes the entire embodiment of the Agreement between the Parties, and, unless modified in writing by an

amendment to this Interlocal Agreement signed by the Parties hereto, shall be implemented as described above. This Agreement supersedes any oral representations that are inconsistent with or modify its terms and conditions.

Section 19. Non-Waiver. Waiver by any Party of any of the provisions contained within this Agreement, including but not limited to any performance deadline, shall not be construed as a waiver of any other provisions.

Section 20. Amendment. This Agreement may be amended only upon consent of all Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.

Section 21. Severability. If any provision of this Agreement shall be held invalid, the remainder of this agreement shall not be affected thereby.

Section 22. Counterparts. This Agreement shall be effective whether signed by all Parties on the same document or whether signed in counterparts.

Reviewed and approved as authorized by motion of the City of Des Moines City Council on the _____ day of _____, 2012

CITY OF DES MOINES

By: _____
Anthony A. Piasecki, City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Des Moines City Attorney

Reviewed and approved as authorized by motion of the Lakehaven Utility District Board of Commissioners on the _____ day of _____, 2012.

By: _____
John Bowman, General Manager

Date: _____

STATE OF WASHINGTON)

COUNTY OF KING)

On this day, personally appeared before me _____, the
_____ of Highline Water District and stated that he/she is authorized to sign
this instrument on behalf of said District for the uses and purposes therein mentioned.

SUBSCRIBED AND SORN TO before me this _____ day of _____, 2012.

NOTARY

Print Name

My commission expires: _____



Proposed 2nd Amendment

2012-2017 CAPITAL IMPROVEMENT PLAN Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Surface Water Management	City Project #	451.818
PROJECT	Redondo Heights Culvert Replacement Project	SWM Project #	
		Project Type:	Improvement
		Council Goals met:	
		Council Objectives met:	
		Project Status	Construction
LOCATION	Redondo Way east of Soundview Drive		
DESCRIPTION:	Replacement of Existing 36-inch and 18-inch pipe with approximately 400 feet of 36-inch pipe and 250 feet of 18-inch pipe.		

EXPENDITURE SCHEDULE											
COST ELEMENTS	TOTAL*	FY 09 Act	FY 10 Act	FY 11 Est	FY 12 Amend	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17
ADMINISTRATION	\$ -										
CIP PROJ MANAGEMENT	17,500			7,500	10,000	10,000					
DESIGN	47,300			62,000	(14,700)	(14,700)					
IMPROVEMENTS	457,000				285,000	457,000					
INSPECTION	30,000				30,000	30,000					
CONST. ASSISTANCE	25,000				20,000	25,000					
Redondo Heights Assn. Culvert	170,000				118,800	170,000					
Permitting	10,900				10,900	10,900					
CONTINGENCY	60,000				60,000	60,000					
OTHER	-										
TOTAL	817,700			\$ 69,500	\$ 520,000	\$ 748,200					

FUNDING SOURCES	TOTAL*	FY 09 Act	FY 10 Act	FY 11 Est	FY 12 Amend	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17
SWM CIP	626,700	\$ -	\$ -	\$ 69,500	\$ 401,200	557,200					
Redondo Heights Assn.	170,000				118,800	170,000					
Lakehaven Utility District	21,000					21,000					
TOTAL	\$ 817,700	\$ -	\$ -	\$ 69,500	\$ 520,000	\$ 748,200					

*Excludes FY 10 Amd

OPERATING COSTS	TOTAL	FY 10 Act	FY 11 Est	FY 12 Amend	FY 12	FY 13				FY 17
PERSONNEL										
SUPPLIES										
EQUIPMENT										
TOTAL										

ATTACHMENT 4

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: General, Street & Levy Lid Lift Funds
2012 Yearend/ 2013 Proposed Revenue Estimates

ATTACHMENTS:

Attachment 1: PowerPoint Presentation

FOR AGENDA OF: September 27, 2012

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: September 14, 2012

CLEARANCES:

☒ Finance ph

☐ Legal N/A

☐ Marina N/A

☐ Parks, Recreation & Senior Services N/A

☐ Planning, Building & Public Works N/A

☐ Police N/A

☐ Court N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: ME

Purpose and Recommendation

The purpose of this agenda item is to provide the City Council with 2012 yearend and 2013 proposed revenue estimates for the General, Street and Levy Lid Lift Funds. The year 2012 is the last year for reporting the Levy Lid Lift fund separately.

Background

The general governmental operating funds for the City include the General, Street and Levy Lid Lift Funds. These three funds are supported by general taxes, licenses, fees, permits, intergovernmental revenues, and other miscellaneous revenues. The General, Street and Levy Lid Lift Funds include expenditures for general governmental purposes: legislative, executive, judicial, legal, finance, police, public works, community development, and parks, recreation, senior services and programs. Therefore, the financial performance of the three funds is presented combined.

Discussion for 2012 Yearend & 2013 Proposed Revenue Estimates

The 2013 estimates for recurring revenues for the General and Street Funds are 4.3% above the 2011 actual results, 1.4% below the 2012 adopted budget, and 0.4% above the 2012 yearend estimated revenues. There is very little growth in recurring revenues. The Washington State Economic Forecast update for September 2012 concludes that the outlook has weakened significantly since the June forecast. Consumers and businesses have cut back on their spending. The uncertainty of economic conditions going forward is driving consumer and business behavior. The 2012 yearend and 2013 proposed revenue estimates reflect these assumptions.

The following schedule provides the 2012 yearend and 2013 proposed revenue estimates for the General, Street and Levy Lid Lift Funds in comparison to 2011 actual results, 2012 year-to-date through July, and 2012 adopted and amended budget by revenue source.

General Fund for the Years 2011-2013:

	2011 Actual	2012				Variance % Chg 11 Act-12 YE	2013 Preliminary Budget	Variance % Chg 12 Bgt-13 Bgt
		Adopted Budget	Amended Budget	7 Mo 31-Jul	Year End Estimate			
Revenues								
Taxes	\$ 9,054,922	\$ 9,211,393	\$ 9,211,393	\$ 5,234,255	\$ 8,983,386	-0.8%	\$ 9,708,597	5.4%
Licenses & Permits	1,188,851	1,381,602	1,443,998	850,155	1,448,548	21.8%	1,645,530	11.9%
Intergovernmental	1,090,477	952,996	1,028,087	576,634	1,018,061	-6.6%	673,439	-29.3%
Charges for Services	409,831	722,099	773,419	404,367	745,688	81.9%	761,421	4.1%
Fines & Forfeits	222,124	680,890	631,605	369,335	650,337	192.8%	844,650	24.0%
Interfund Revenues	1,137,046	1,201,612	1,201,612	583,273	1,105,750	-2.8%	1,269,823	5.7%
Interest Earnings	29,386	30,000	30,000	14,253	25,583	-12.9%	26,000	-13.3%
Arts Commission	21,849	20,000	20,000	2,125	9,625	-55.9%	23,000	15.0%
Recreation Programs	709,446	929,150	959,150	491,628	883,071	24.5%	945,379	1.7%
Sr. Services Programs	84,052	101,295	101,295	51,244	90,353	7.5%	98,490	-2.8%
Miscellaneous	42,215	46,400	46,400	17,990	32,395	-23.3%	47,337	2.0%
Insurance Recoveries	575	5,000	5,000	4,013	4,013	597.9%	5,000	0.0%
Subtotal Recurring Revenues	\$ 13,990,773	\$ 15,282,437	\$ 15,451,959	\$ 8,599,271	\$ 14,996,810	7.2%	\$ 15,938,566	4.3%
One-Time Revenues	689,534	1,065,171	747,874	258,491	662,367	-3.9%	1,087,032	2.1%
Operating Transfer-in	213,733	83,393	92,353	-	226,336	N/A	-	-100.0%
TOTAL REVENUES	\$ 14,894,040	\$ 16,431,001	\$ 16,292,186	\$ 8,857,762	\$ 15,885,513	6.7%	\$ 17,025,598	3.6%

Street Fund for the Years 2011-2013:

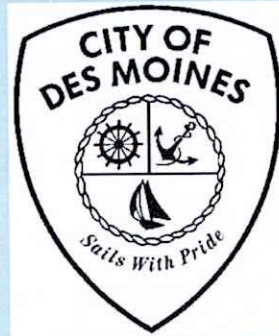
	2011 Actual	2012				Variance % Chg 11 Act-12 YE	2013 Preliminary Budget	Variance % Chg 12 Bgt-13 Bgt
		Adopted Budget	Amended Budget	7 Mo 31-Jul	Year End Estimate			
Revenues								
Taxes	\$ 19,079	\$ 16,000	\$ 16,000	\$ 9,006	\$ 18,843	-1.2%	\$ 19,000	18.8%
Intergovernmental	980,477	1,028,732	1,038,223	536,229	965,770	-1.5%	1,014,000	-1.4%
Charges for Services	-	-	-	125	125	N/A	-	N/A
Interfund Revenues	670	-	-	-	-	-100.0%	-	N/A
Interest Earnings	429	350	350	225	338	-21.3%	350	0.0%
Miscellaneous	1,779	1,000	1,000	800	1,539	-13.5%	1,000	0.0%
Insurance Recoveries	10,486	5,000	5,000	-	1,858	-82.3%	5,000	0.0%
Subtotal Recurring Revenues	\$ 1,012,921	\$ 1,051,082	\$ 1,060,573	\$ 546,385	\$ 988,473	-2.4%	\$ 1,039,350	-1.1%
One-Time Revenues	180,000	-	-	-	-	-100.0%	-	N/A
TOTAL REVENUES	\$ 1,192,921	\$ 1,051,082	\$ 1,060,573	\$ 546,385	\$ 988,473	-17.1%	\$ 1,039,350	-1.1%

Levy Lid Lift Fund for the Years 2011-2013:

	2011 Actual	2012				Variance % Chg 11 Act-12 YE	2013 Preliminary Budget	Variance % Chg 12 Bgt-13 Bgt
		Adopted Budget	Amended Budget	7 Mo 31-Jul	Year End Estimate			
Revenues								
Taxes	\$ 1,254,055	\$ 888,800	\$ 888,800	\$ 484,818	\$ 898,524	-28.4%	\$ -	-100.0%
Intergovernmental	9,843	-	19,700	14,987	20,087	104.1%	-	N/A
Miscellaneous	8,126	-	-	7,532	7,532	-7.3%	-	N/A
TOTAL REVENUES	\$ 1,272,024	\$ 888,800	\$ 908,500	\$ 507,337	\$ 926,143	-27.2%	\$ -	-100.0%

Combined:

	2011 Actual	2012				Variance % Chg 11 Act-12 YE	2013 Preliminary Budget	Variance % Chg 12 Bgt-13 Bgt
		Adopted Budget	Amended Budget	7 Mo 31-Jul	Year End Estimate			
Taxes	\$ 10,328,056	\$ 10,116,193	\$ 10,116,193	\$ 5,728,079	\$ 9,900,753	-4.1%	\$ 9,727,697	-3.8%
Licenses & Permits	1,188,851	1,381,602	1,443,998	850,155	1,448,548	21.8%	1,645,530	11.9%
Intergovernmental	2,080,796	1,981,728	2,086,010	1,127,850	2,003,918	-3.7%	1,687,439	-14.9%
Charges for Services	409,831	722,099	773,419	404,492	745,813	82.0%	761,421	4.1%
Fines & Forfeits	222,124	680,890	631,605	369,335	650,337	192.8%	844,650	24.0%
Interfund Revenues	1,137,716	1,201,612	1,201,612	583,273	1,105,750	-2.8%	1,269,823	5.7%
Interest Earnings	29,816	30,350	30,350	14,478	25,921	-13.1%	26,360	-13.2%
Arts/Recreation/Sr. Programs	815,346	1,050,445	1,080,445	544,997	983,049	20.6%	1,066,869	1.6%
Miscellaneous	52,120	47,400	47,400	26,322	41,486	-20.4%	48,337	2.0%
Insurance Recoveries	11,061	10,000	10,000	4,013	5,871	-46.9%	10,000	0.0%
Total Recurring Revenues	\$ 16,275,718	\$ 17,222,319	\$ 17,421,032	\$ 9,652,993	\$ 16,911,426	3.9%	\$ 16,977,916	-1.4%
One-Time Revenues	869,534	1,065,171	747,874	258,491	662,367	-23.8%	1,087,032	2.1%
Operating Transfer-in	213,733	83,393	92,353	-	226,336	N/A	-	-100.0%
TOTAL REVENUES	\$ 17,358,985	\$ 18,370,883	\$ 18,261,259	\$ 9,911,484	\$ 17,800,129	2.5%	\$ 18,064,948	-1.7%



City of Des Moines

2012 Yearend – 2013 Revenue Estimates

General, Street & Levy Lid Lift Funds

Presented by

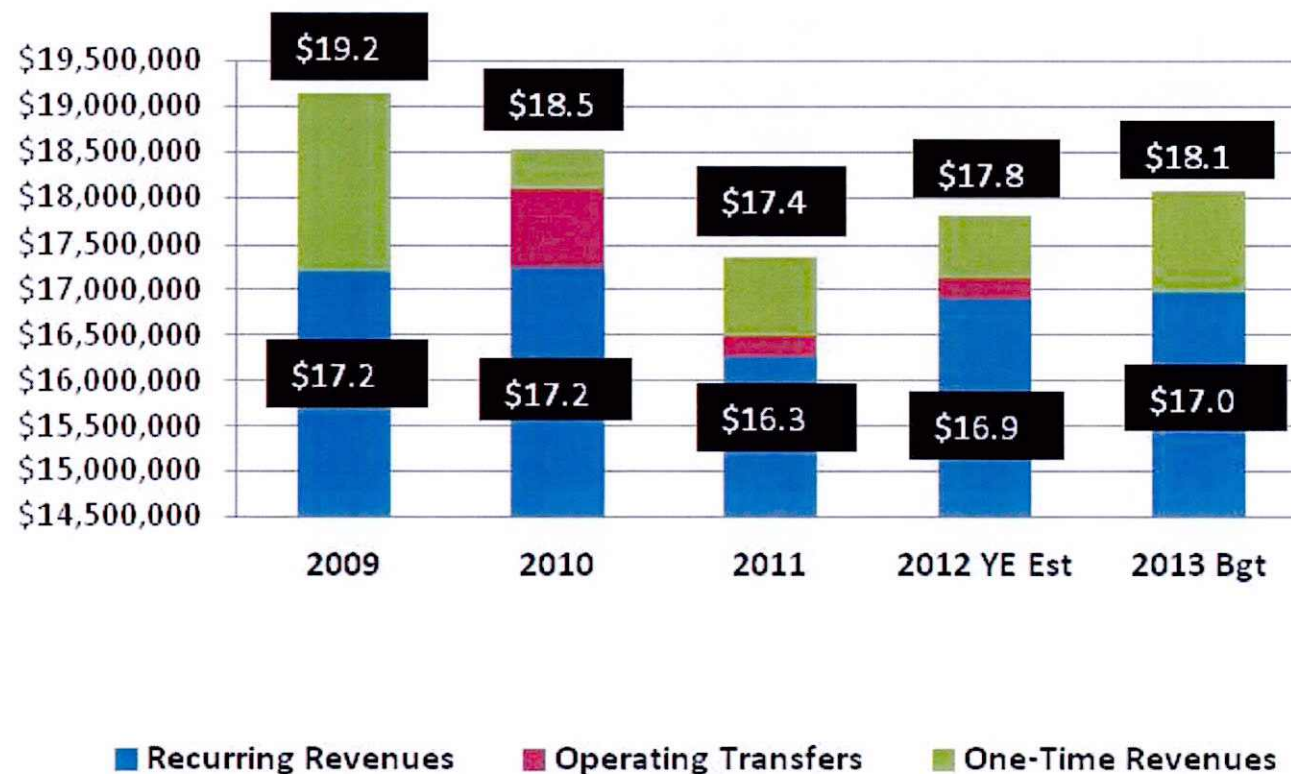
Paula Henderson

Finance Director

9/27/12

General, Street & Levy Lid Lift Funds 2009 – 2013 Revenues

General, Street & Levy Lid Lift Funds' Revenues



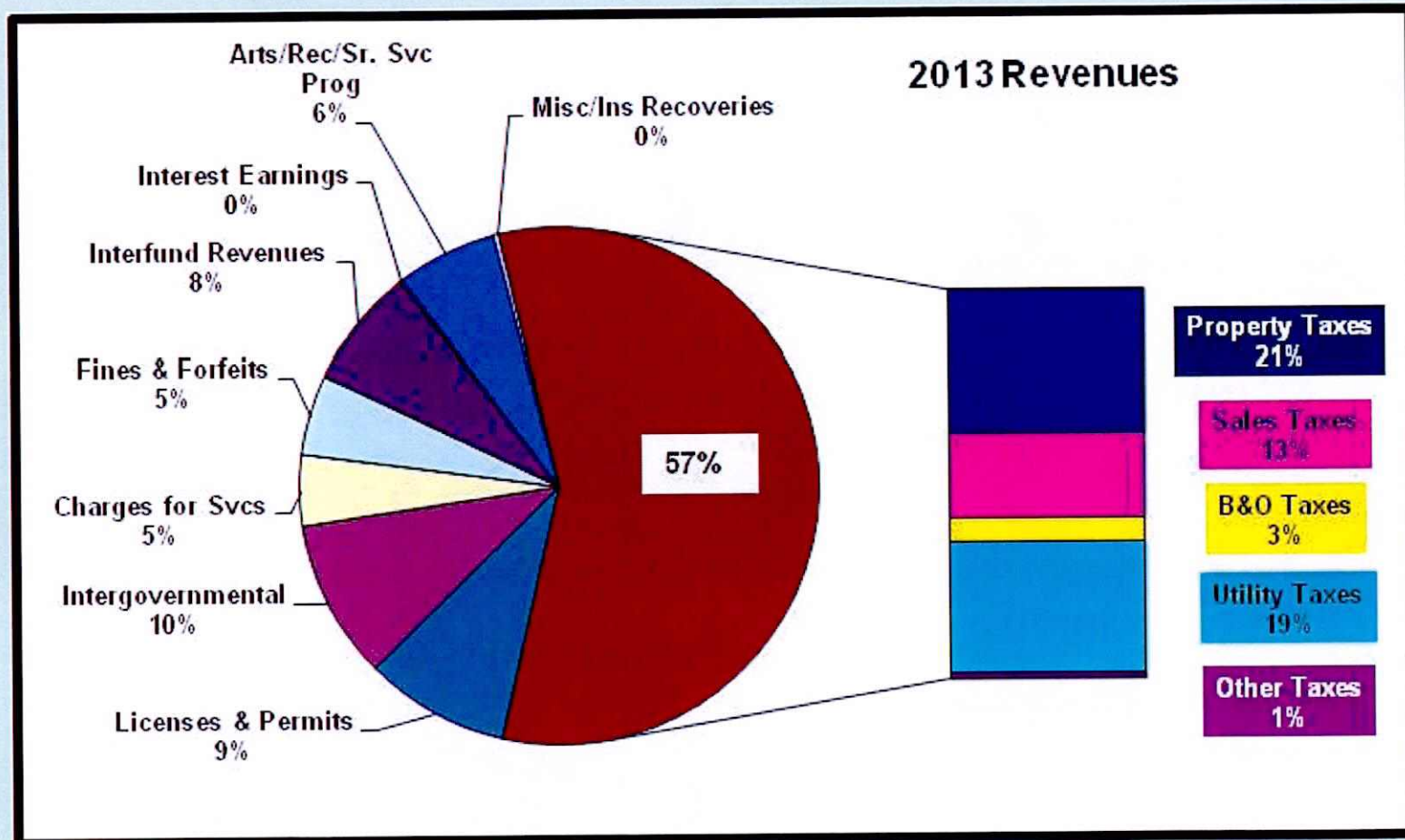
Revenues By Source

General, Street & Levy Lid Lift Funds

	2011 Act	2012 YE Est	% CHG	2013 BGT	% CHG
Taxes	\$ 10,328,056	\$ 9,900,753	-4.1%	\$ 9,727,597	-1.7%
Licenses & Permits	1,188,851	1,448,548	21.8%	1,545,530	6.7%
Intergovernmental	2,080,797	2,003,918	-3.7%	1,687,439	-15.8%
Charges for Services	409,831	745,813	82.0%	751,421	0.8%
Fines & Forfeits	222,124	650,337	192.8%	844,550	29.9%
Interfund Revenues	1,137,716	1,105,750	-2.8%	1,269,823	14.8%
Interest Earnings	29,815	25,921	-13.1%	26,350	1.7%
Arts/Rec/Sr. Svc Prog	815,347	983,049	20.6%	1,066,869	8.5%
Miscellaneous	52,120	41,466	-20.4%	48,337	16.6%
Insurance Recoveries	11,061	5,871	-46.9%	10,000	70.3%
Total	\$ 16,275,718	\$ 16,911,426	3.9%	\$ 16,977,916	0.4%
One-time Revenues	869,534	\$ 662,367		1,087,032	
Operating Tsf-In	213,733	226,336		-	
Total Revenues	\$ 17,358,985	\$ 17,800,129	2.5%	\$ 18,064,948	1.5%

Revenues By Source

General, Street & Levy Lid Lift Funds



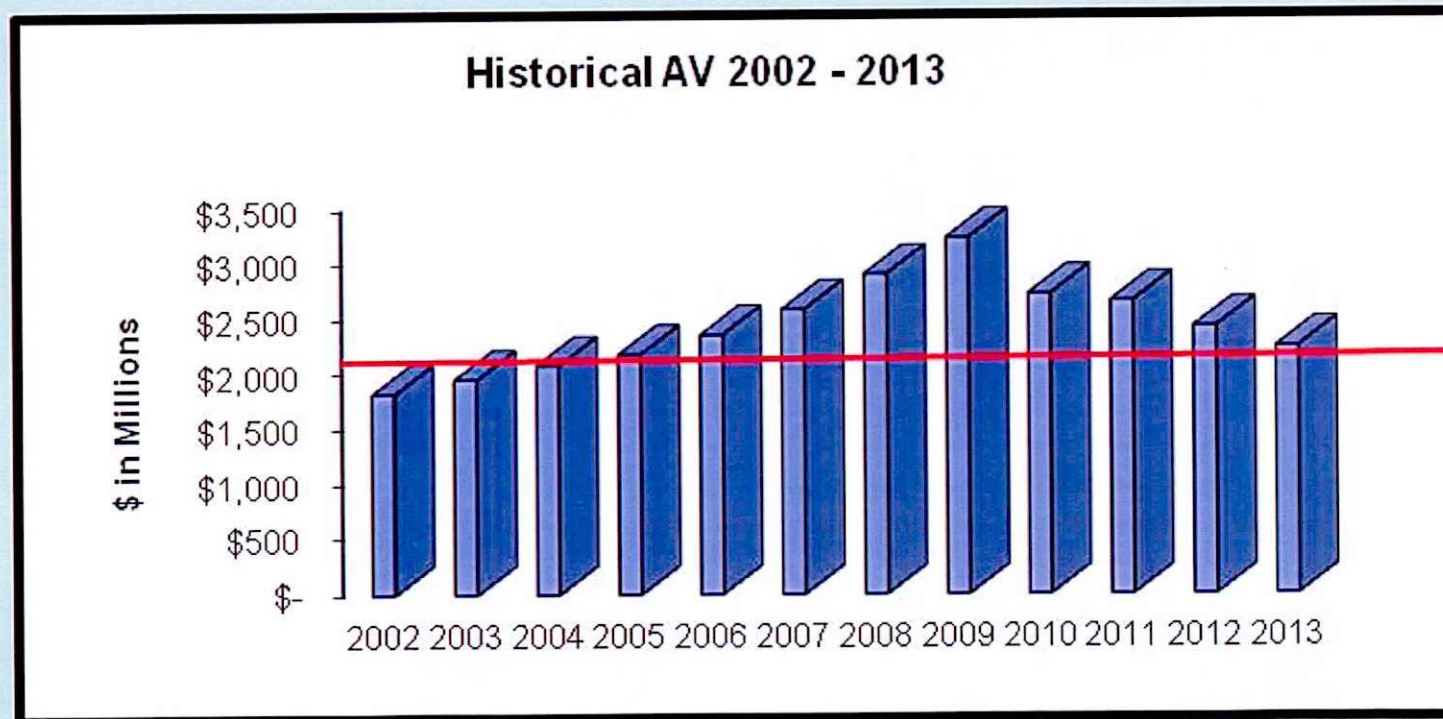
General, Street & Levy Lid Lift Funds

Base vs One-Time

	2011 Act	2012 YE EST	2013 BGT
Base Revenues	\$ 16,275,718	\$ 16,911,426	\$ 16,977,916
One-Time Revenues	1,083,267	888,703	1,087,032
Total	\$ 17,358,985	\$ 17,800,129	\$ 18,064,948
One-Time:			
Sales Tax - New Construction	\$ 114,543	\$ 4,764	\$ 231,661
B&O Tax - New Construction	24,024	-	55,059
Building Permits	-	-	551,418
Land Clearing Permits	-	93,181	-
Engineering Plan Review Fees	-	107,918	48,763
Zoning Fees	63,594	12,880	70,760
Plan Check Fees	-	286,313	129,371
EPA SAAP Grant/Wtr System	378,689	121,311	-
Solid Waste Contract RFP	40,000	-	-
SJI Court Assessment Grant	-	36,000	-
Sale of Capital Assets	180,000	-	-
Capital Lease	68,684	-	-
Operating Transfers	213,733	226,336	-
Total	\$ 1,083,267	\$ 888,703	\$ 1,087,032

General, Street & Levy Lid Lift Funds Property Taxes

- 7.6% decline in assessed valuation for 2013 Levy
- Revenue loss = \$1,056,187
- Maximum levy rate = \$1.60/\$1,000 AV



General, Street & Levy Lid Lift Funds Property Tax Levies

ITEM	2012 ACT			2013 BGT
	Gen Fd	Levy Fd	Total	Gen Fd
Allowable Levy	\$ 2,962,855	\$ 1,628,801	\$ 4,591,656	\$ 4,591,656
1% Levy Increase				\$ 45,917
4% Levy Increase	118,514	65,152	183,666	-
New Construction	6,454	-	6,454	10,434
Utility Values	3,641	-	3,641	-
3 % Tsf to Levy Lid Lift Fund	(88,886)	88,886	-	-
Subtotal	\$ 3,002,578	\$ 1,782,839	\$ 4,785,417	\$ 4,648,007
Relevy Prior Years	8,957	-	8,957	-
\$ Reduction for Max Levy Rate	-	(905,939)	(905,939)	(1,056,187)
Total	\$ 3,011,535	\$ 876,900	\$ 3,888,435	\$ 3,591,820
Assessed Value	\$ 2,430,272,096	\$ 2,430,272,096	\$ 2,430,272,096	\$ 2,244,887,622
Levy Rate	\$1.2392	\$0.3608	\$1.6000	\$1.6000

General, Street & Levy Lid Lift Funds Property Tax Collections

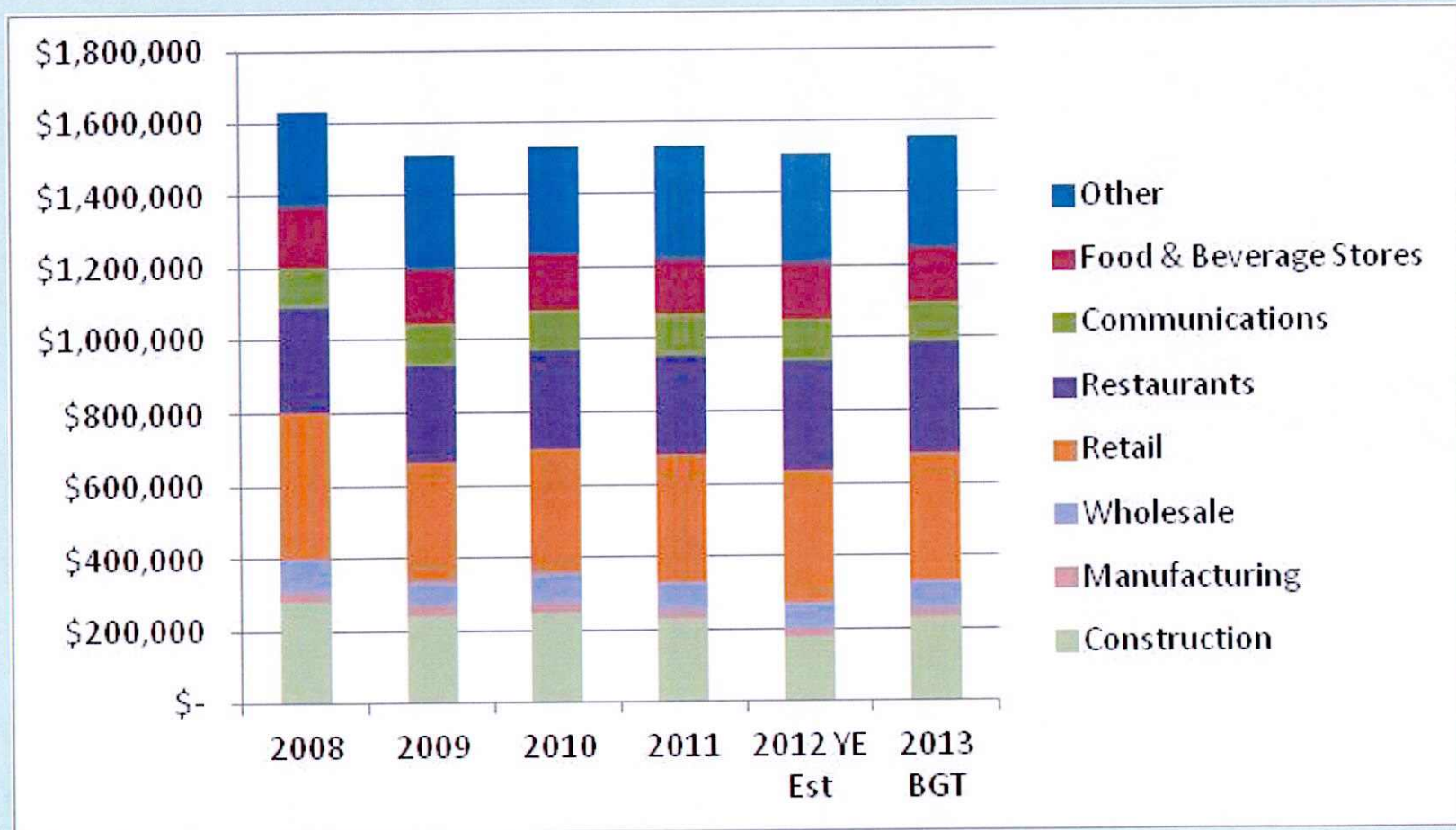
	2011 Act	2012 YE EST	2013 BGT
Allowable Levy	\$ 4,263,943	\$ 3,888,435	\$ 3,591,820
<u>Revenues:</u>			
General Fund	\$ 3,027,483	\$ 3,011,177	\$ 3,591,820
Street Fund	184	-	-
Levy Lid Lift Fund	1,254,055	898,524	-
Total Revenues	\$ 4,281,722	\$ 3,909,701	\$ 3,591,820
% Collected	100.4%	100.5%	N/A

General, Street & Levy Lid Lift Funds Sales Taxes

- Recurring sales tax – 2.9% increase over 2012 YE Estimate
- CJ sales taxes – Declining trends

	2011 ACT	2012 YE EST	2013 BGT
Recurring	\$ 1,529,800	\$ 1,510,105	\$ 1,554,100
One-Time	114,543	4,764	231,661
Total	\$ 1,644,343	\$ 1,514,869	\$ 1,785,761
Local Criminal Justice	\$ 594,590	\$ 591,055	\$ 590,000
Total Sales Taxes	\$ 2,238,933	\$ 2,105,924	\$ 2,375,761
% Chg Prior Yr		-5.9%	12.8%
One-Time:			
Parkside Elementary	\$ 13,463	\$ -	\$ -
SCORE	101,080	4,764	-
Artemis Hotel	-	-	179,529
DMCBP/PSE Facilities	-	-	52,132
Total	\$ 114,543	\$ 4,764	\$ 231,661

General, Street & Levy Lid Lift Funds Base Sales Taxes by Category



General, Street & Levy Lid Lift Funds Business and Occupation Tax

- Adopted by Council on December 2, 2004

	2011 ACT	2012 YE EST	2013 BGT
B&O Tax	\$ 550,129	\$ 520,552	\$ 573,930
SCORE-One-time	24,024	-	-
Artemis Hotel-One-time	-	-	42,669
DMCBP/PSE-One-time	-	-	12,390
Total	\$ 574,153	\$ 520,552	\$ 628,989
% Chg Prior Yr		-9.3%	20.8%

General, Street & Levy Lid Lift Funds Utility Taxes

- Assume 2.3% rate increase for Electricity; 1.3% for Natural Gas
- Other rate increases established per Franchise Agreements

		2011 ACT		2012 YE EST		2013 BGT
Electricity	\$	1,124,921	\$	1,120,199	\$	1,146,500
Natural Gas		456,742		436,195		441,650
Solid Waste		206,567		209,378		210,400
Cable TV		463,827		463,621		468,300
Telephone		834,221		855,718		860,000
City Utilities		129,294		137,061		141,897
Total	\$	3,215,572	\$	3,222,172	\$	3,268,747
% Chg Prior Yr				0.2%		1.4%

General, Street & Levy Lid Lift Funds Other Taxes

		2011 ACT		2012 YE EST		2013 BGT
Leasehold	\$	106,151	\$	108,929	\$	110,000
Gambling		31,197		19,396		20,000
Parking		18,895		18,843		19,000
Total	\$	156,243	\$	147,168	\$	149,000
% Chg Prior Yr				-5.8%		1.2%

General, Street & Levy Lid Lift Funds Franchise Fees

- Overall increase 0.4%

	2011 ACT		2012 YE EST		2013 BGT	
Cable TV	\$	386,522	\$	398,782	\$	402,800
Solid Waste		336,723		421,626		425,800
WD #54				5,000		
Lakehaven				5,000		
Highline Wtr District						5,000
Total	\$	723,245	\$	830,408	\$	833,600
% Chg Prior Yr				14.8%		0.4%

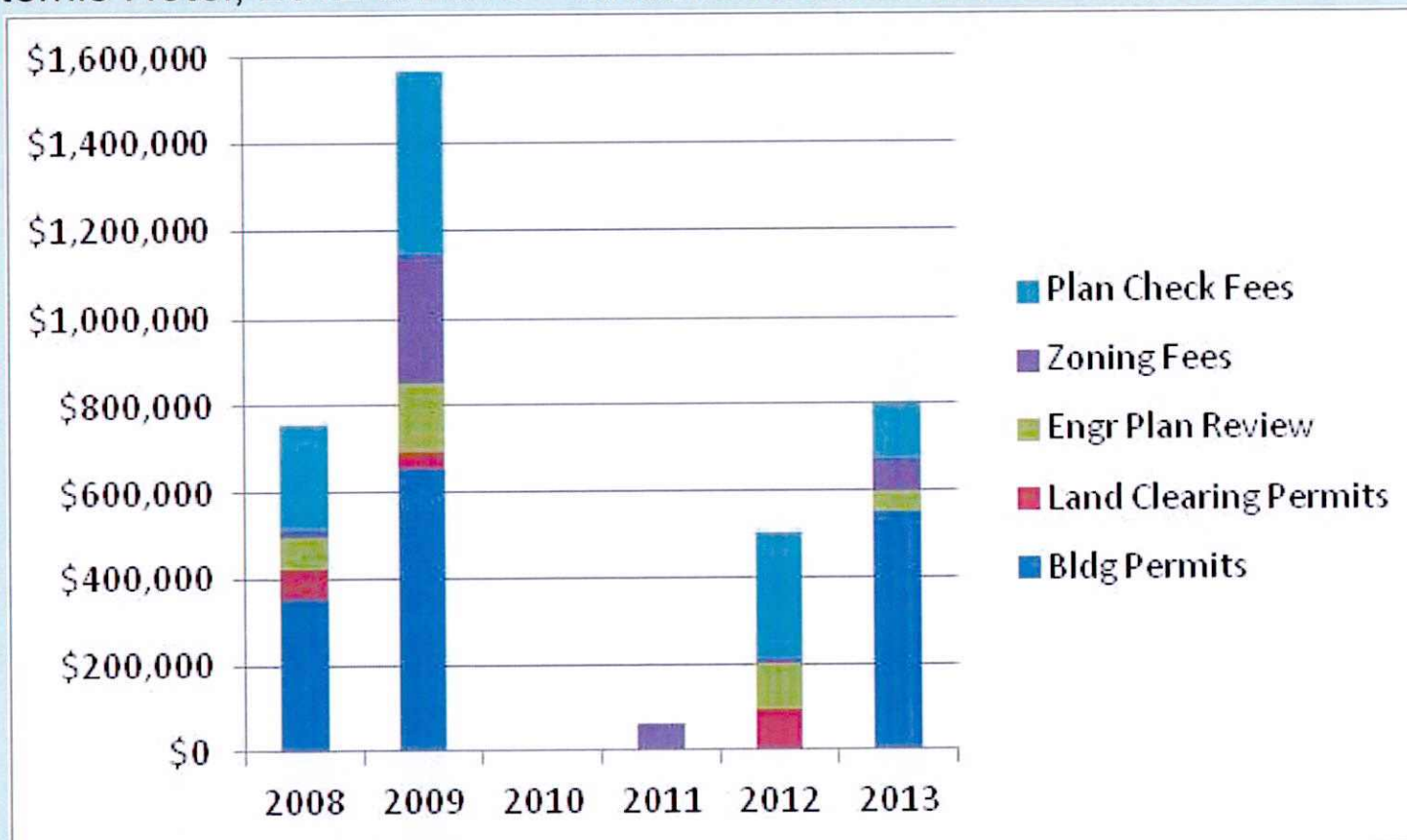
General, Street & Levy Lid Lift Funds Licenses & Permits

- Building permit base activity excludes one-time revenues

		2011 ACT		2012 YE EST		2013 BGT
Business Licenses	\$	159,656	\$	141,910	\$	150,300
Building Permits		247,241		359,784		487,087
Animal Licenses		35,023		35,239		35,000
Other		23,686		81,207		39,543
Total	\$	465,606	\$	618,140	\$	711,930
% Chg Prior Yr				32.8%		15.2%

General, Street & Levy Lid Lift Funds One-Time Development Activity Revenues 2008 - 2013

- Major projects: 2008 – Parkside Elementary; 2009 – SCORE; 2011 – Artemis Hotel; 2012 & 2013 – Artemis Hotel & DMCBP PSE Phase 1



General, Street & Levy Lid Lift Funds Intergovernmental Revenues

- Federal, state & local grants
- Shared services with other governments
- Local government assistance
- State shared revenues including fuel taxes
- Transportation Benefit District vehicle license fees

	2011 ACT	2012 YE EST	2013 BGT
Grants	444,931	380,501	141,459
Gov't Shared Services	213,240	170,334	140,000
City Assistance	52,630	53,748	50,430
State Shared Rev	389,520	443,056	341,550
Fuel Tax	621,166	602,416	613,000
Vehicle License Fees	359,310	353,863	401,000
Total	\$ 2,080,797	\$ 2,003,918	\$ 1,687,439
% Chg Prior Yr		-3.7%	-15.8%

General, Street & Levy Lid Lift Funds

Charges for Services – General Government

- Court – adult probation, record check fees, sentence compliance fees
- Engineering – ROW permits & plan review (excluding one-time)
- Planning/Dev – zoning fees & plan check fees (excluding one-time)
- Miscellaneous – automation fees, LID search fees & fingerprinting

	2011	2012	2013
	ACT	YE EST	BGT
Court	\$ 85,742	\$ 137,373	\$ 114,200
Engineering	91,171	142,470	143,886
Plan/Development	160,016	390,117	419,335
False Alarm Reg	48,958	48,436	50,000
Miscellaneous	23,944	27,417	24,000
Total	\$ 409,831	\$ 745,813	\$ 751,421
% Chg Prior Yr		82.0%	0.8%

General, Street & Levy Lid Lift Funds Culture & Recreation – Arts Commission

	2011 ACT	2012 YE EST	2013 BGT
King County 4Culture Grant	\$ -	\$ 7,500	\$ 7,500
Charges for Services	4,785		15,500
Contributions	17,064	2,125	-
Total	\$ 21,849	\$ 9,625	\$ 23,000
% Chg Prior Yr		-55.9%	139.0%

General, Street & Levy Lid Lift Funds Culture & Recreation – Recreation Programs

		2011 ACT		2012 YE EST		2013 BGT
Charges for Services	\$	624,868	\$	703,422	\$	771,250
Facility Rentals		83,944		149,137		172,729
Contributions		-		30,012		-
Miscellaneous		634		500		1,400
Total	\$	709,446	\$	883,071	\$	945,379
% Chg Prior Yr				24.5%		7.1%

General, Street & Levy Lid Lift Funds
Culture & Recreation – Sr. Services/Programs

		2011 ACT	2012 YE EST	2013 BGT
Normandy Park Sr. Svcs	\$	23,490	\$ 23,490	\$ 23,490
Charges for Services		57,261	62,952	70,700
Contributions		3,301	3,887	3,650
Miscellaneous		-	24	650
Total	\$	84,052	\$ 90,353	\$ 98,490
% Chg Prior Yr			7.5%	9.0%

General, Street & Levy Lid Lift Funds Interfund Revenues

- **Revenues include:**
- Indirect costs to enterprise funds for general governmental services
- Reimbursements from CIP funds for project mgt & accounting services

	2011 ACT	2012 YE EST	2013 BGT
Marina	\$ 615,000	\$ 618,500	\$ 635,200
Surface Wtr Mgt	\$ 165,000	\$ 185,000	\$ 190,000
Proj Mgt & Acctg	357,716	302,250	444,623
Total	\$ 1,137,716	\$ 1,105,750	\$ 1,269,823
% Chg Prior Yr		-2.8%	14.8%

General, Street & Levy Lid Lift Funds Fines & Forfeits

- Fluctuations occur from year to year

	2011 ACT		2012 YE EST		2013 BGT	
Fines & Forfeits	\$	215,369	\$	298,732	\$	272,050
Automated Speed Enforcement		6,755		351,605		572,500
Total	\$	222,124	\$	650,337	\$	844,550
% Chg Prior Yr				192.8%		29.9%

General, Street & Levy Lid Lift Funds Interest Earnings

- Reduced cash levels and rates impacting revenues
- August 2012 LGIP rate = 0.18%

	2011 ACT		2012 YE EST		2013 BGT	
General Fund*	\$	29,386	\$	25,583	\$	26,000
Street Fund		429		338		350
Total	\$	29,815	\$	25,921	\$	26,350
% Chg Prior Yr				-13.1%		1.7%
*Includes Levy Lid Lift						

General, Street & Levy Lid Lift Funds

Miscellaneous Revenues – General Government

- Various revenues included in this category
- Rentals & leases, L & I dividends, contributions & donations
- Judgments & settlements, ICMA forfeitures, sale of unclaimed property, NSF fees, reimbursements for jury duty

		2011		2012		2013
		ACT		YE EST		BGT
Rentals & Leases	\$	16,042	\$	16,492	\$	16,937
Contributions		440		460		400
ICMA Forfeitures		30,584		10,634		20,000
Other		5,054		13,880		11,000
Total	\$	52,120	\$	41,466	\$	48,337
% Chg Prior Yr				-20.4%		16.6%

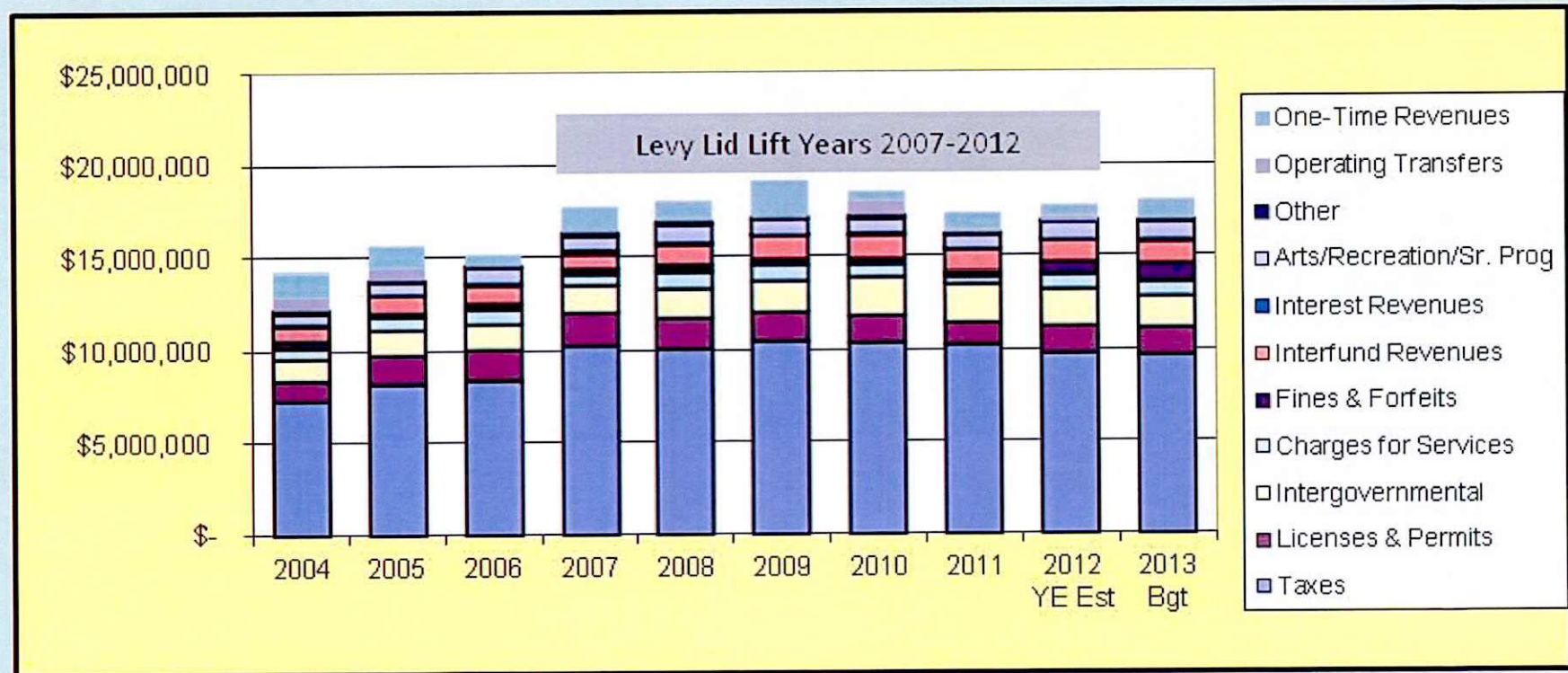
General, Street & Levy Lid Lift Funds Other Financing Sources

	2011		2012		2013	
	ACT		YE EST		BGT	
Sale of Capital Assets*	\$	180,000	\$	-	\$	-
Operating Transfer-In		213,733		226,336		-
Insurance Recoveries		11,061		5,871		10,000
Total	\$	404,794	\$	232,207	\$	10,000
% Chg Prior Yr				-42.6%		-95.7%

***Included with One-Time Revenues**

General, Street & Levy Lid Lift Funds

- Revenues 2004 - 2013



AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: General, Street & Levy Lid Lift Funds
2012 Yearend/ 2013 Proposed Revenue Estimates

ATTACHMENTS:

Attachment 1: PowerPoint Presentation

FOR AGENDA OF: September 27, 2012

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: September 14, 2012

CLEARANCES:

☒ Finance pl

☐ Legal N/A

☐ Marina N/A

☐ Parks, Recreation & Senior Services N/A

☐ Planning, Building & Public Works N/A

☐ Police N/A

☐ Court N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to provide the City Council with 2012 yearend and 2013 proposed revenue estimates for the General, Street and Levy Lid Lift Funds. The year 2012 is the last year for reporting the Levy Lid Lift fund separately.

Background

The general governmental operating funds for the City include the General, Street and Levy Lid Lift Funds. These three funds are supported by general taxes, licenses, fees, permits, intergovernmental revenues, and other miscellaneous revenues. The General, Street and Levy Lid Lift Funds include expenditures for general governmental purposes: legislative, executive, judicial, legal, finance, police, public works, community development, and parks, recreation, senior services and programs. Therefore, the financial performance of the three funds is presented combined.

Discussion for 2012 Yearend & 2013 Proposed Revenue Estimates

The 2013 estimates for recurring revenues for the General and Street Funds are 4.3% above the 2011 actual results, 1.4% below the 2012 adopted budget, and 0.4% above the 2012 yearend estimated revenues. There is very little growth in recurring revenues. The Washington State Economic Forecast update for September 2012 concludes that the outlook has weakened significantly since the June forecast. Consumers and businesses have cut back on their spending. The uncertainty of economic conditions going forward is driving consumer and business behavior. The 2012 yearend and 2013 proposed revenue estimates reflect these assumptions.

The following schedule provides the 2012 yearend and 2013 proposed revenue estimates for the General, Street and Levy Lid Lift Funds in comparison to 2011 actual results, 2012 year-to-date through July, and 2012 adopted and amended budget by revenue source.

General Fund for the Years 2011-2013:

	2011 Actual	2012				Variance % Chg 11 Act-12 YE	2013 Preliminary Budget	Variance % Chg 12 Bgt-13 Bgt
		Adopted Budget	Amended Budget	7 Mo 31-Jul	Year End Estimate			
Revenues								
Taxes	\$ 9,054,922	\$ 9,211,393	\$ 9,211,393	\$ 5,234,255	\$ 8,983,386	-0.8%	\$ 9,708,597	5.4%
Licenses & Permits	1,188,851	1,381,602	1,443,998	850,155	1,448,548	21.8%	1,545,530	11.9%
Intergovernmental	1,090,477	952,996	1,028,087	576,634	1,018,061	-6.6%	673,439	-29.3%
Charges for Services	409,831	722,099	773,419	404,367	745,688	81.9%	751,421	4.1%
Fines & Forfeits	222,124	680,890	631,605	369,335	650,337	192.8%	844,550	24.0%
Interfund Revenues	1,137,046	1,201,612	1,201,612	583,273	1,105,750	-2.8%	1,269,823	5.7%
Interest Earnings	29,386	30,000	30,000	14,253	25,583	-12.9%	26,000	-13.3%
Arts Commission	21,849	20,000	20,000	2,125	9,625	-55.9%	23,000	15.0%
Recreation Programs	709,446	929,150	959,150	491,628	883,071	24.5%	945,379	1.7%
Sr. Services Programs	84,052	101,295	101,295	51,244	90,353	7.5%	98,490	-2.8%
Miscellaneous	42,215	46,400	46,400	17,990	32,395	-23.3%	47,337	2.0%
Insurance Recoveries	575	5,000	5,000	4,013	4,013	597.9%	5,000	0.0%
Subtotal Recurring Revenues	\$ 13,990,773	\$ 15,282,437	\$ 15,451,959	\$ 8,599,271	\$ 14,996,810	7.2%	\$ 15,938,566	4.3%
One-Time Revenues	689,534	1,065,171	747,874	258,491	662,367	-3.9%	1,087,032	2.1%
Operating Transfer-in	213,733	83,393	92,353	-	226,336	N/A	-	-100.0%
TOTAL REVENUES	\$ 14,894,040	\$ 16,431,001	\$ 16,292,186	\$ 8,857,762	\$ 15,885,513	6.7%	\$ 17,025,598	3.6%

Street Fund for the Years 2011-2013:

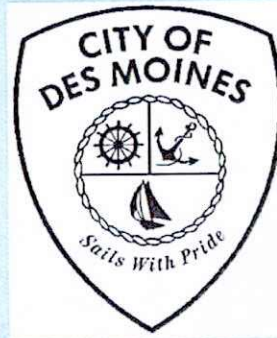
	2011 Actual	2012				Variance % Chg 11 Act-12 YE	2013 Preliminary Budget	Variance % Chg 12 Bgt-13 Bgt
		Adopted Budget	Amended Budget	7 Mo 31-Jul	Year End Estimate			
Revenues								
Taxes	\$ 19,079	\$ 16,000	\$ 16,000	\$ 9,006	\$ 18,843	-1.2%	\$ 19,000	18.8%
Intergovernmental	980,477	1,028,732	1,038,223	536,229	965,770	-1.5%	1,014,000	-1.4%
Charges for Services	-	-	-	125	125	N/A	-	N/A
Interfund Revenues	670	-	-	-	-	-100.0%	-	N/A
Interest Earnings	429	350	350	225	338	-21.3%	350	0.0%
Miscellaneous	1,779	1,000	1,000	800	1,539	-13.5%	1,000	0.0%
Insurance Recoveries	10,486	5,000	5,000	-	1,858	-82.3%	5,000	0.0%
Subtotal Recurring Revenues	\$ 1,012,921	\$ 1,051,082	\$ 1,060,573	\$ 546,385	\$ 988,473	-2.4%	\$ 1,039,350	-1.1%
One-Time Revenues	180,000	-	-	-	-	-100.0%	-	N/A
TOTAL REVENUES	\$ 1,192,921	\$ 1,051,082	\$ 1,060,573	\$ 546,385	\$ 988,473	-17.1%	\$ 1,039,350	-1.1%

Levy Lid Lift Fund for the Years 2011-2013:

	2011 Actual	2012				Variance % Chg 11 Act-12 YE	2013 Preliminary Budget	Variance % Chg 12 Bgt-13 Bgt
		Adopted Budget	Amended Budget	7 Mo 31-Jul	Year End Estimate			
Revenues								
Taxes	\$ 1,254,055	\$ 888,800	\$ 888,800	\$ 484,818	\$ 898,524	-28.4%	\$ -	-100.0%
Intergovernmental	9,843	-	19,700	14,987	20,087	104.1%	-	N/A
Miscellaneous	8,126	-	-	7,532	7,532	-7.3%	-	N/A
TOTAL REVENUES	\$ 1,272,024	\$ 888,800	\$ 908,500	\$ 507,337	\$ 926,143	-27.2%	\$ -	-100.0%

Combined:

	2011 Actual	2012				Variance % Chg 11 Act-12 YE	2013 Preliminary Budget	Variance % Chg 12 Bgt-13 Bgt
		Adopted Budget	Amended Budget	7 Mo 31-Jul	Year End Estimate			
Revenues								
Taxes	\$ 10,328,056	\$ 10,116,193	\$ 10,116,193	\$ 5,728,079	\$ 9,900,753	-4.1%	\$ 9,727,597	-3.8%
Licenses & Permits	1,188,851	1,381,602	1,443,998	850,155	1,448,548	21.8%	1,545,530	11.9%
Intergovernmental	2,080,796	1,981,728	2,086,010	1,127,850	2,003,918	-3.7%	1,687,439	-14.9%
Charges for Services	409,831	722,099	773,419	404,492	745,813	82.0%	751,421	4.1%
Fines & Forfeits	222,124	680,890	631,605	369,335	650,337	192.8%	844,550	24.0%
Interfund Revenues	1,137,716	1,201,612	1,201,612	583,273	1,105,750	-2.8%	1,269,823	5.7%
Interest Earnings	29,816	30,350	30,350	14,478	25,921	-13.1%	26,350	-13.2%
Arts/Recreation/Sr. Programs	815,346	1,050,445	1,080,445	544,997	983,049	20.6%	1,066,869	1.6%
Miscellaneous	52,120	47,400	47,400	26,322	41,466	-20.4%	48,337	2.0%
Insurance Recoveries	11,061	10,000	10,000	4,013	5,871	-46.9%	10,000	0.0%
Total Recurring Revenues	\$ 16,275,718	\$ 17,222,319	\$ 17,421,032	\$ 9,652,993	\$ 16,911,426	3.9%	\$ 16,977,916	-1.4%
One-Time Revenues	869,534	1,065,171	747,874	258,491	662,367	-23.8%	1,087,032	2.1%
Operating Transfer-in	213,733	83,393	92,353	-	226,336	N/A	-	-100.0%
TOTAL REVENUES	\$ 17,358,985	\$ 18,370,883	\$ 18,261,259	\$ 9,911,484	\$ 17,800,129	2.5%	\$ 18,064,948	-1.7%



City of Des Moines

2012 Yearend – 2013 Revenue Estimates

General, Street & Levy Lid Lift Funds

Presented by

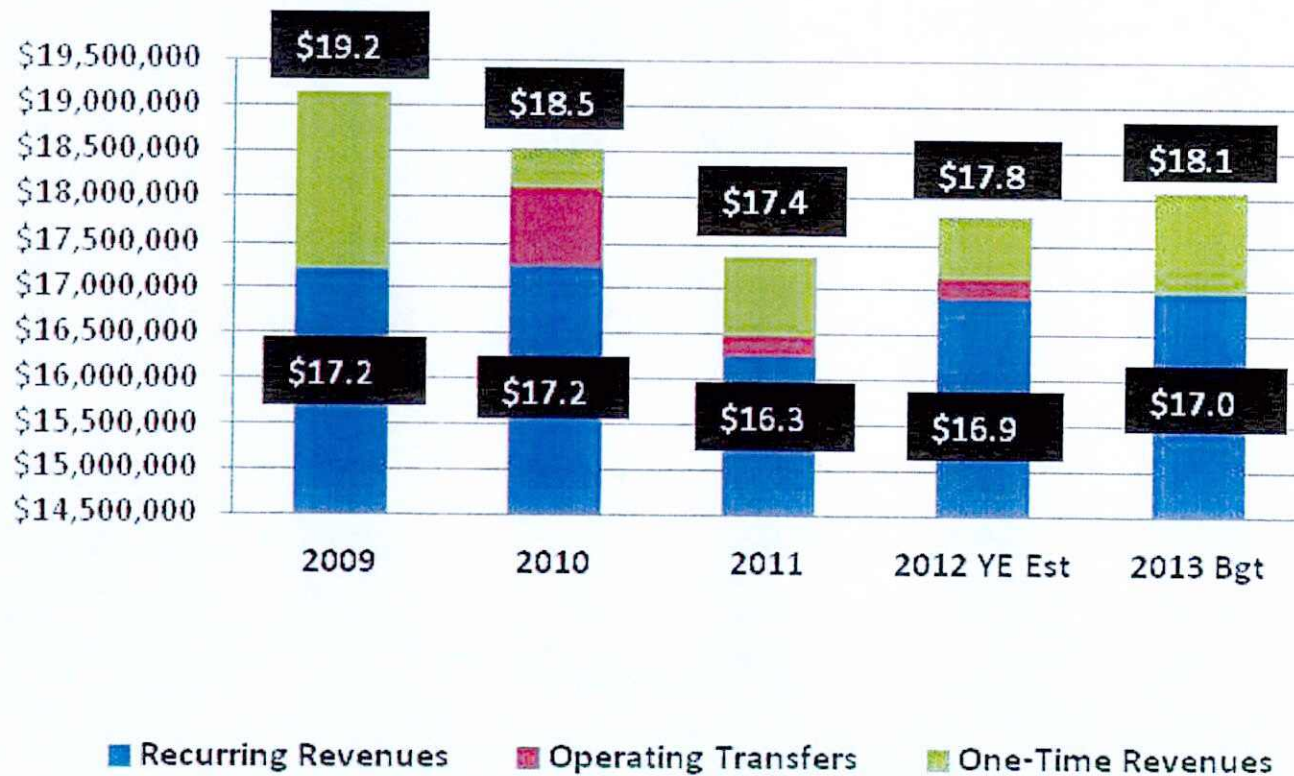
Paula Henderson

Finance Director

9/27/12

General, Street & Levy Lid Lift Funds 2009 – 2013 Revenues

General, Street & Levy Lid Lift Funds' Revenues

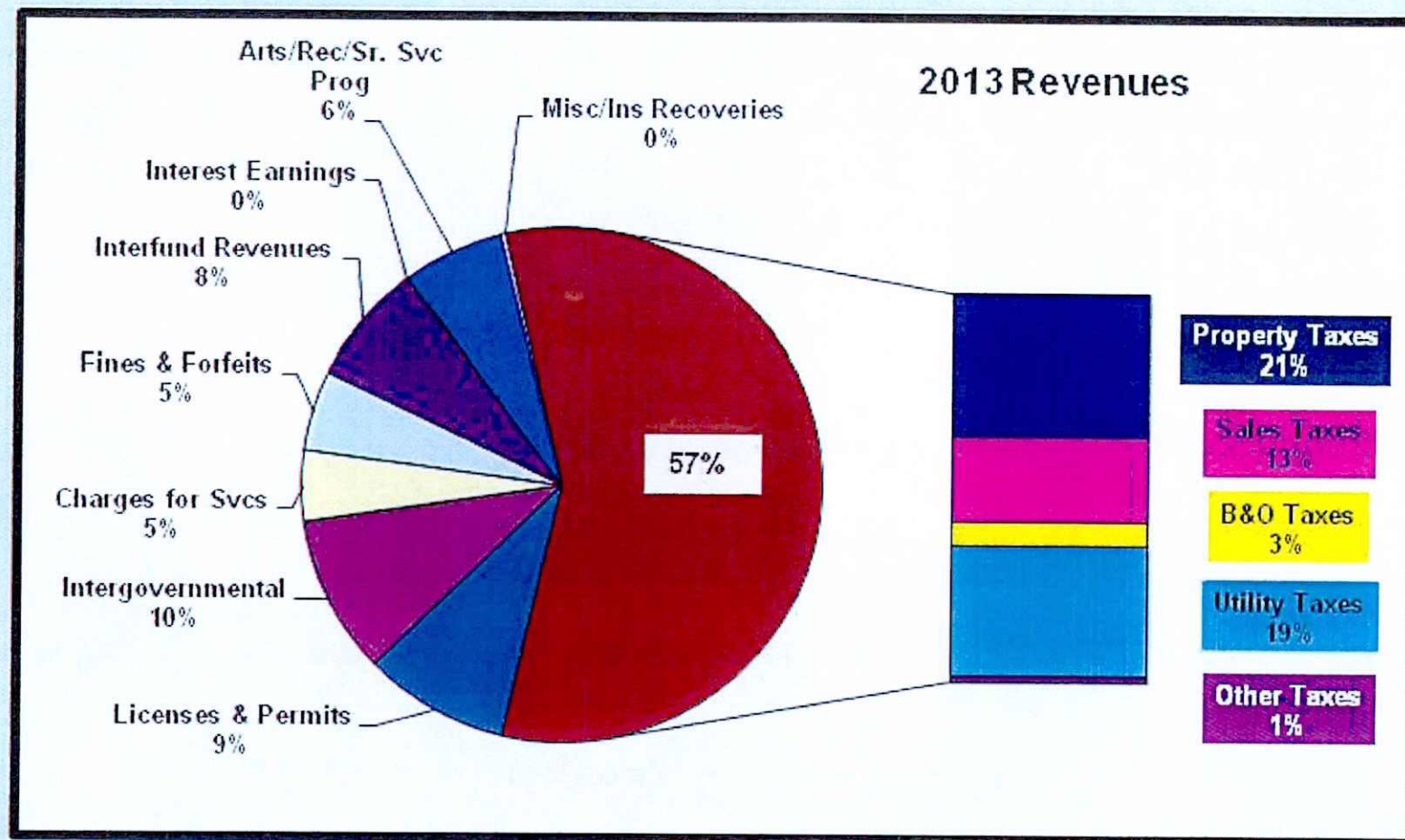


Revenues By Source

General, Street & Levy Lid Lift Funds

	2011 Act	2012 YE Est	% CHG	2013 BGT	% CHG
Taxes	\$ 10,328,056	\$ 9,900,753	-4.1%	\$ 9,727,597	-1.7%
Licenses & Permits	1,188,851	1,448,548	21.8%	1,545,530	6.7%
Intergovernmental	2,080,797	2,003,918	-3.7%	1,687,439	-15.8%
Charges for Services	409,831	745,813	82.0%	751,421	0.8%
Fines & Forfeits	222,124	650,337	192.8%	844,550	29.9%
Interfund Revenues	1,137,716	1,105,750	-2.8%	1,269,823	14.8%
Interest Earnings	29,815	25,921	-13.1%	26,350	1.7%
Arts/Rec/Sr. Svc Prog	815,347	983,049	20.6%	1,066,869	8.5%
Miscellaneous	52,120	41,466	-20.4%	48,337	16.6%
Insurance Recoveries	11,061	5,871	-46.9%	10,000	70.3%
Total	\$ 16,275,718	\$ 16,911,426	3.9%	\$ 16,977,916	0.4%
One-time Revenues	869,534	\$ 662,367		1,087,032	
Operating Tsf-In	213,733	226,336		-	
Total Revenues	\$ 17,358,985	\$ 17,800,129	2.5%	\$ 18,064,948	1.5%

Revenues By Source General, Street & Levy Lid Lift Funds

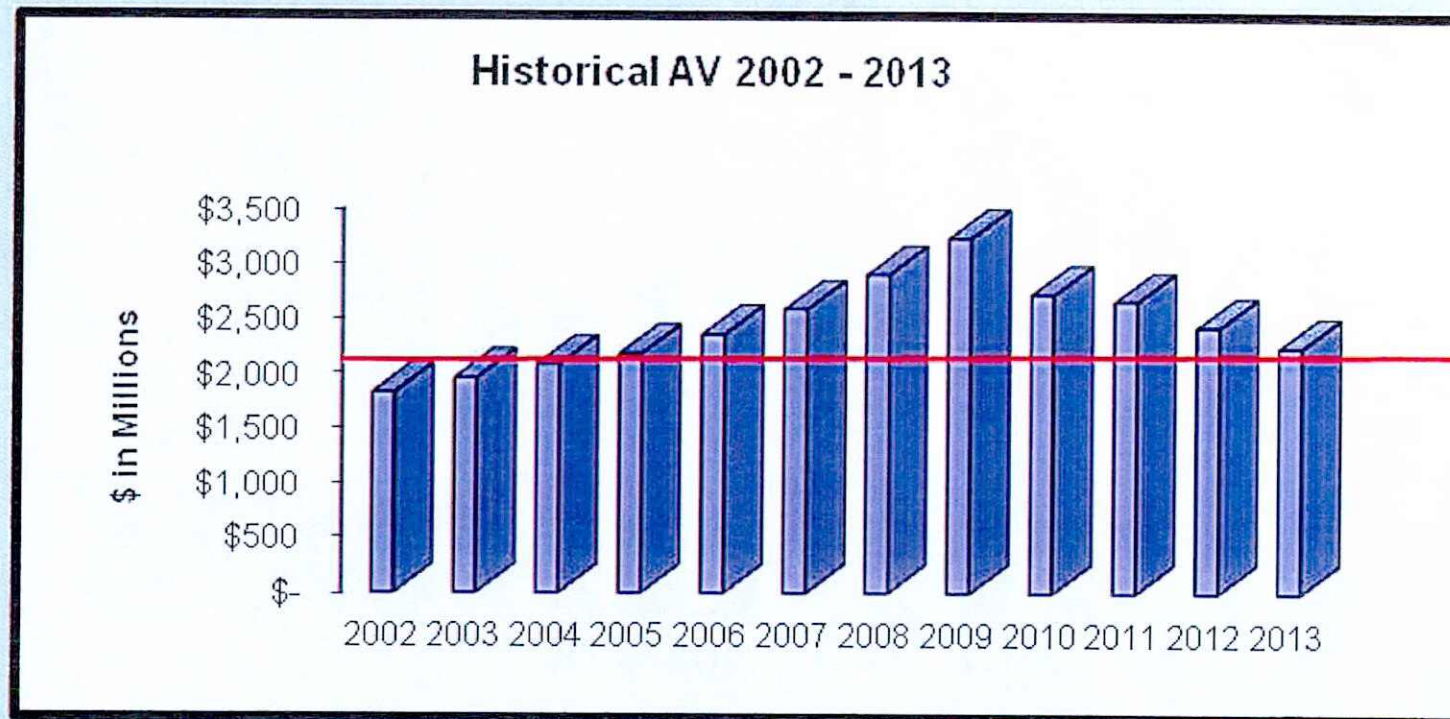


General, Street & Levy Lid Lift Funds Base vs One-Time

	2011 Act	2012 YE EST	2013 BGT
Base Revenues	\$ 16,275,718	\$ 16,911,426	\$ 16,977,916
One-Time Revenues	1,083,267	888,703	1,087,032
Total	\$ 17,358,985	\$ 17,800,129	\$ 18,064,948
One-Time:			
Sales Tax - New Construction	\$ 114,543	\$ 4,764	\$ 231,661
B&O Tax - New Construction	24,024	-	55,059
Building Permits	-	-	551,418
Land Clearing Permits	-	93,181	-
Engineering Plan Review Fees	-	107,918	48,763
Zoning Fees	63,594	12,880	70,760
Plan Check Fees	-	286,313	129,371
EPA SAAP Grant/Wtr System	378,689	121,311	-
Solid Waste Contract RFP	40,000	-	-
SJI Court Assessment Grant	-	36,000	-
Sale of Capital Assets	180,000	-	-
Capital Lease	68,684	-	-
Operating Transfers	213,733	226,336	-
Total	\$ 1,083,267	\$ 888,703	\$ 1,087,032

General, Street & Levy Lid Lift Funds Property Taxes

- 7.6% decline in assessed valuation for 2013 Levy
- Revenue loss = \$1,056,187
- Maximum levy rate = \$1.60/\$1,000 AV



General, Street & Levy Lid Lift Funds Property Tax Levies

ITEM	2012 ACT			2013 BGT
	Gen Fd	Levy Fd	Total	Gen Fd
Allowable Levy	\$ 2,962,855	\$ 1,628,801	\$ 4,591,656	\$ 4,591,656
1% Levy Increase				\$ 45,917
4% Levy Increase	118,514	65,152	183,666	-
New Construction	6,454	-	6,454	10,434
Utility Values	3,641	-	3,641	-
3 % Tsf to Levy Lid Lift Fund	(88,886)	88,886	-	-
Subtotal	\$ 3,002,578	\$ 1,782,839	\$ 4,785,417	\$ 4,648,007
Relevy Prior Years	8,957	-	8,957	-
\$ Reduction for Max Levy Rate	-	(905,939)	(905,939)	(1,056,187)
Total	\$ 3,011,535	\$ 876,900	\$ 3,888,435	\$ 3,591,820
Assessed Value	\$ 2,430,272,096	\$ 2,430,272,096	\$ 2,430,272,096	\$ 2,244,887,622
Levy Rate	\$1.2392	\$0.3608	\$1.6000	\$1.6000

General, Street & Levy Lid Lift Funds Property Tax Collections

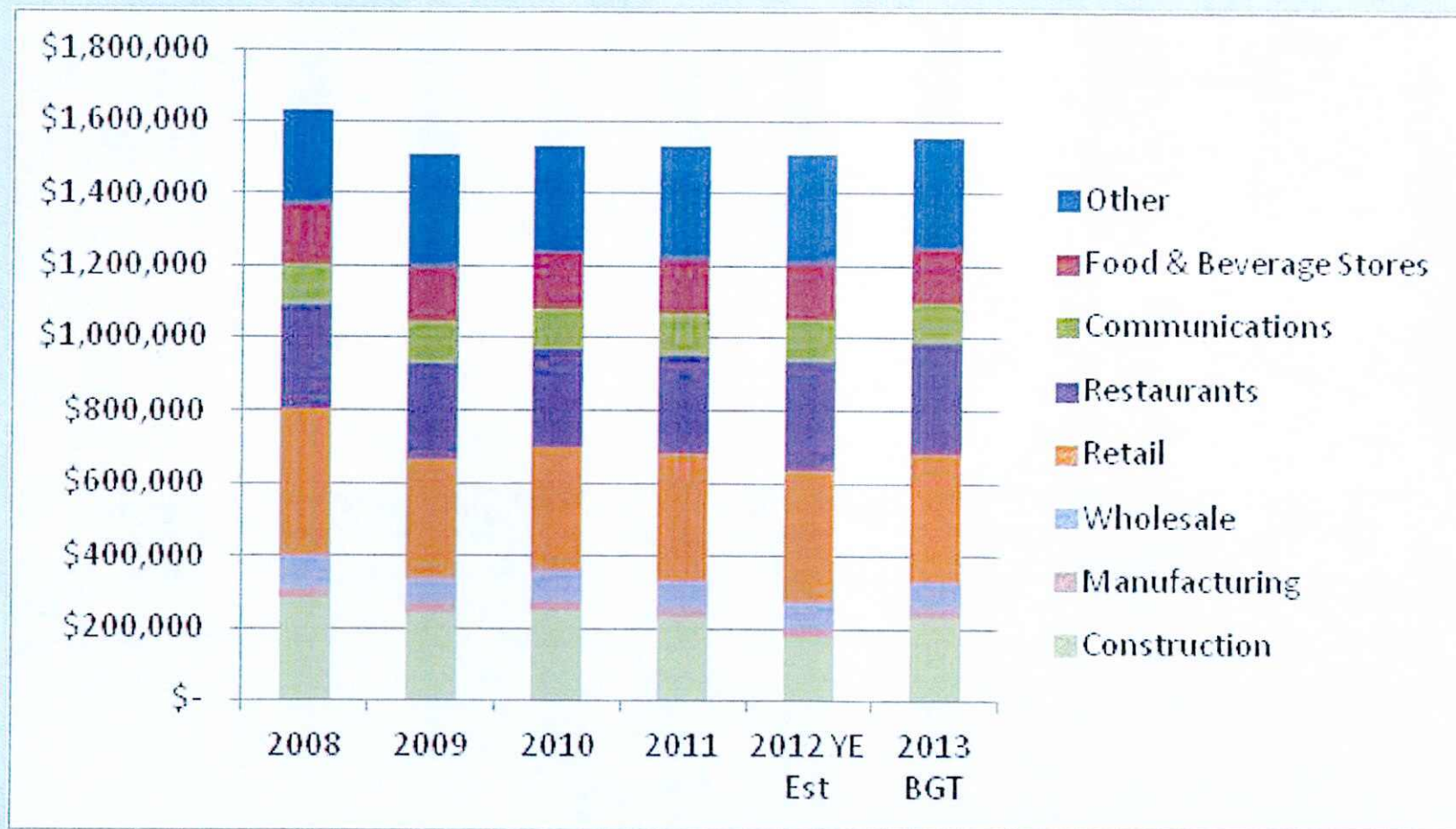
	2011 Act	2012 YE EST	2013 BGT
Allowable Levy	\$ 4,263,943	\$ 3,888,435	\$ 3,591,820
<u>Revenues:</u>			
General Fund	\$ 3,027,483	\$ 3,011,177	\$ 3,591,820
Street Fund	184	-	-
Levy Lid Lift Fund	1,254,055	898,524	-
Total Revenues	\$ 4,281,722	\$ 3,909,701	\$ 3,591,820
% Collected	100.4%	100.5%	N/A

General, Street & Levy Lid Lift Funds Sales Taxes

- Recurring sales tax – 2.9% increase over 2012 YE Estimate
- CJ sales taxes – Declining trends

	2011 ACT	2012 YE EST	2013 BGT
Recurring	\$ 1,529,800	\$ 1,510,105	\$ 1,554,100
One-Time	114,543	4,764	231,661
Total	\$ 1,644,343	\$ 1,514,869	\$ 1,785,761
Local Criminal Justice	\$ 594,590	\$ 591,055	\$ 590,000
Total Sales Taxes	\$ 2,238,933	\$ 2,105,924	\$ 2,375,761
% Chg Prior Yr		-5.9%	12.8%
One-Time:			
Parkside Elementary	\$ 13,463	\$ -	\$ -
SCORE	101,080	4,764	-
Artemis Hotel	-	-	179,529
DMCBP/PSE Facilities	-	-	52,132
Total	\$ 114,543	\$ 4,764	\$ 231,661

General, Street & Levy Lid Lift Funds Base Sales Taxes by Category



General, Street & Levy Lid Lift Funds Business and Occupation Tax

- Adopted by Council on December 2, 2004

	2011 ACT	2012 YE EST	2013 BGT
B&O Tax	\$ 550,129	\$ 520,552	\$ 573,930
SCORE-One-time	24,024	-	-
Artemis Hotel-One-time	-	-	42,669
DMCBP/PSE-One-time	-	-	12,390
Total	\$ 574,153	\$ 520,552	\$ 628,989
% Chg Prior Yr		-9.3%	20.8%

General, Street & Levy Lid Lift Funds Utility Taxes

- Assume 2.3% rate increase for Electricity; 1.3% for Natural Gas
- Other rate increases established per Franchise Agreements

		2011 ACT		2012 YE EST		2013 BGT
Electricity	\$	1,124,921	\$	1,120,199	\$	1,146,500
Natural Gas		456,742		436,195		441,650
Solid Waste		206,567		209,378		210,400
Cable TV		463,827		463,621		468,300
Telephone		834,221		855,718		860,000
City Utilities		129,294		137,061		141,897
Total	\$	3,215,572	\$	3,222,172	\$	3,268,747
% Chg Prior Yr				0.2%		1.4%

General, Street & Levy Lid Lift Funds Other Taxes

		2011 ACT		2012 YE EST		2013 BGT
Leasehold	\$	106,151	\$	108,929	\$	110,000
Gambling		31,197		19,396		20,000
Parking		18,895		18,843		19,000
Total	\$	156,243	\$	147,168	\$	149,000
% Chg Prior Yr				-5.8%		1.2%

General, Street & Levy Lid Lift Funds Franchise Fees

- Overall increase 0.4%

	2011 ACT		2012 YE EST		2013 BGT	
Cable TV	\$	386,522	\$	398,782	\$	402,800
Solid Waste		336,723		421,626		425,800
WD #54				5,000		
Lakehaven				5,000		
Highline Wtr District						5,000
Total	\$	723,245	\$	830,408	\$	833,600
% Chg Prior Yr				14.8%		0.4%

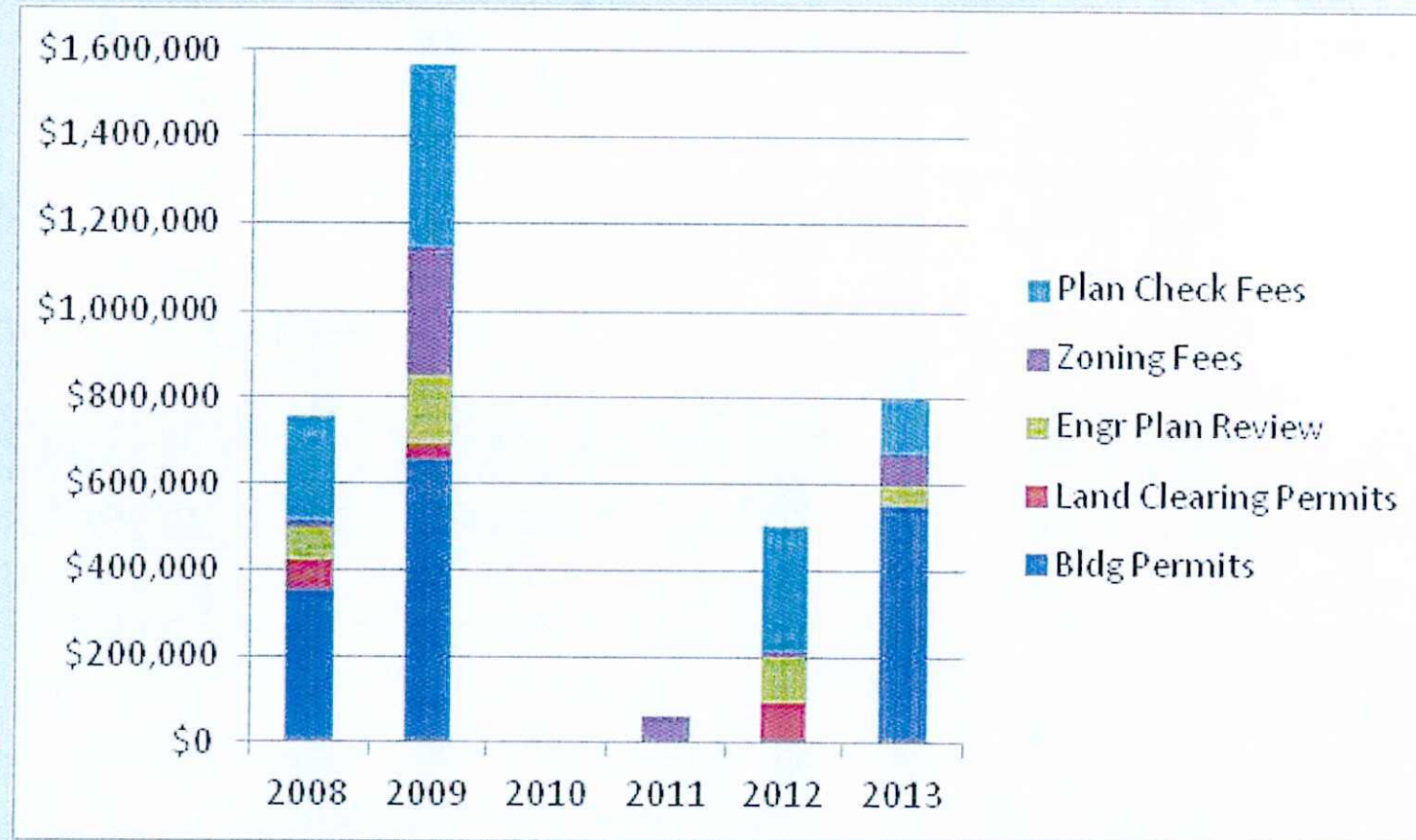
General, Street & Levy Lid Lift Funds Licenses & Permits

- Building permit base activity excludes one-time revenues

		2011 ACT		2012 YE EST		2013 BGT
Business Licenses	\$	159,656	\$	141,910	\$	150,300
Building Permits		247,241		359,784		487,087
Animal Licenses		35,023		35,239		35,000
Other		23,686		81,207		39,543
Total	\$	465,606	\$	618,140	\$	711,930
% Chg Prior Yr				32.8%		15.2%

General, Street & Levy Lid Lift Funds One-Time Development Activity Revenues 2008 - 2013

- Major projects: 2008 – Parkside Elementary; 2009 – SCORE; 2011 – Artemis Hotel; 2012 & 2013 – Artemis Hotel & DMCBP PSE Phase 1



General, Street & Levy Lid Lift Funds Intergovernmental Revenues

- Federal, state & local grants
- Shared services with other governments
- Local government assistance
- State shared revenues including fuel taxes
- Transportation Benefit District vehicle license fees

	2011 ACT	2012 YE EST	2013 BGT
Grants	444,931	380,501	141,459
Gov't Shared Services	213,240	170,334	140,000
City Assistance	52,630	53,748	50,430
State Shared Rev	389,520	443,056	341,550
Fuel Tax	621,166	602,416	613,000
Vehicle License Fees	359,310	353,863	401,000
Total	\$ 2,080,797	\$ 2,003,918	\$ 1,687,439
% Chg Prior Yr		-3.7%	-15.8%

General, Street & Levy Lid Lift Funds

Charges for Services – General Government

- Court – adult probation, record check fees, sentence compliance fees
- Engineering – ROW permits & plan review (excluding one-time)
- Planning/Dev – zoning fees & plan check fees (excluding one-time)
- Miscellaneous – automation fees, LID search fees & fingerprinting

	2011 ACT	2012 YE EST	2013 BGT
Court	\$ 85,742	\$ 137,373	\$ 114,200
Engineering	91,171	142,470	143,886
Plan/Development	160,016	390,117	419,335
False Alarm Reg	48,958	48,436	50,000
Miscellaneous	23,944	27,417	24,000
Total	\$ 409,831	\$ 745,813	\$ 751,421
% Chg Prior Yr		82.0%	0.8%

General, Street & Levy Lid Lift Funds Culture & Recreation – Arts Commission

	2011 ACT	2012 YE EST	2013 BGT
King County 4Culture Grant	\$ -	\$ 7,500	\$ 7,500
Charges for Services	4,785		15,500
Contributions	17,064	2,125	-
Total	\$ 21,849	\$ 9,625	\$ 23,000
% Chg Prior Yr		-55.9%	139.0%

General, Street & Levy Lid Lift Funds Culture & Recreation – Recreation Programs

		2011 ACT		2012 YE EST		2013 BGT
Charges for Services	\$	624,868	\$	703,422	\$	771,250
Facility Rentals		83,944		149,137		172,729
Contributions		-		30,012		-
Miscellaneous		634		500		1,400
Total	\$	709,446	\$	883,071	\$	945,379
% Chg Prior Yr				24.5%		7.1%

General, Street & Levy Lid Lift Funds Culture & Recreation – Sr. Services/Programs

		2011 ACT		2012 YE EST		2013 BGT
Normandy Park Sr. Svcs	\$	23,490	\$	23,490	\$	23,490
Charges for Services		57,261		62,952		70,700
Contributions		3,301		3,887		3,650
Miscellaneous		-		24		650
Total	\$	84,052	\$	90,353	\$	98,490
% Chg Prior Yr				7.5%		9.0%

General, Street & Levy Lid Lift Funds Interfund Revenues

- **Revenues include:**
- Indirect costs to enterprise funds for general governmental services
- Reimbursements from CIP funds for project mgt & accounting services

	2011 ACT	2012 YE EST	2013 BGT
Marina	\$ 615,000	\$ 618,500	\$ 635,200
Surface Wtr Mgt	\$ 165,000	\$ 185,000	\$ 190,000
Proj Mgt & Acctg	357,716	302,250	444,623
Total	\$ 1,137,716	\$ 1,105,750	\$ 1,269,823
% Chg Prior Yr		-2.8%	14.8%

General, Street & Levy Lid Lift Funds Fines & Forfeits

- Fluctuations occur from year to year

		2011 ACT		2012 YE EST		2013 BGT
Fines & Forfeits	\$	215,369	\$	298,732	\$	272,050
Automated Speed Enforcement		6,755		351,605		572,500
Total	\$	222,124	\$	650,337	\$	844,550
% Chg Prior Yr				192.8%		29.9%

General, Street & Levy Lid Lift Funds Interest Earnings

- Reduced cash levels and rates impacting revenues
- August 2012 LGIP rate = 0.18%

	2011 ACT		2012 YE EST		2013 BGT	
General Fund*	\$	29,386	\$	25,583	\$	26,000
Street Fund		429		338		350
Total	\$	29,815	\$	25,921	\$	26,350
% Chg Prior Yr				-13.1%		1.7%

*Includes Levy Lid Lift

General, Street & Levy Lid Lift Funds

Miscellaneous Revenues – General Government

- Various revenues included in this category
- Rentals & leases, L & I dividends, contributions & donations
- Judgments & settlements, ICMA forfeitures, sale of unclaimed property, NSF fees, reimbursements for jury duty

	2011		2012		2013	
	ACT		YE EST		BGT	
Rentals & Leases	\$	16,042	\$	16,492	\$	16,937
Contributions		440		460		400
ICMA Forfeitures		30,584		10,634		20,000
Other		5,054		13,880		11,000
Total	\$	52,120	\$	41,466	\$	48,337
% Chg Prior Yr				-20.4%		16.6%

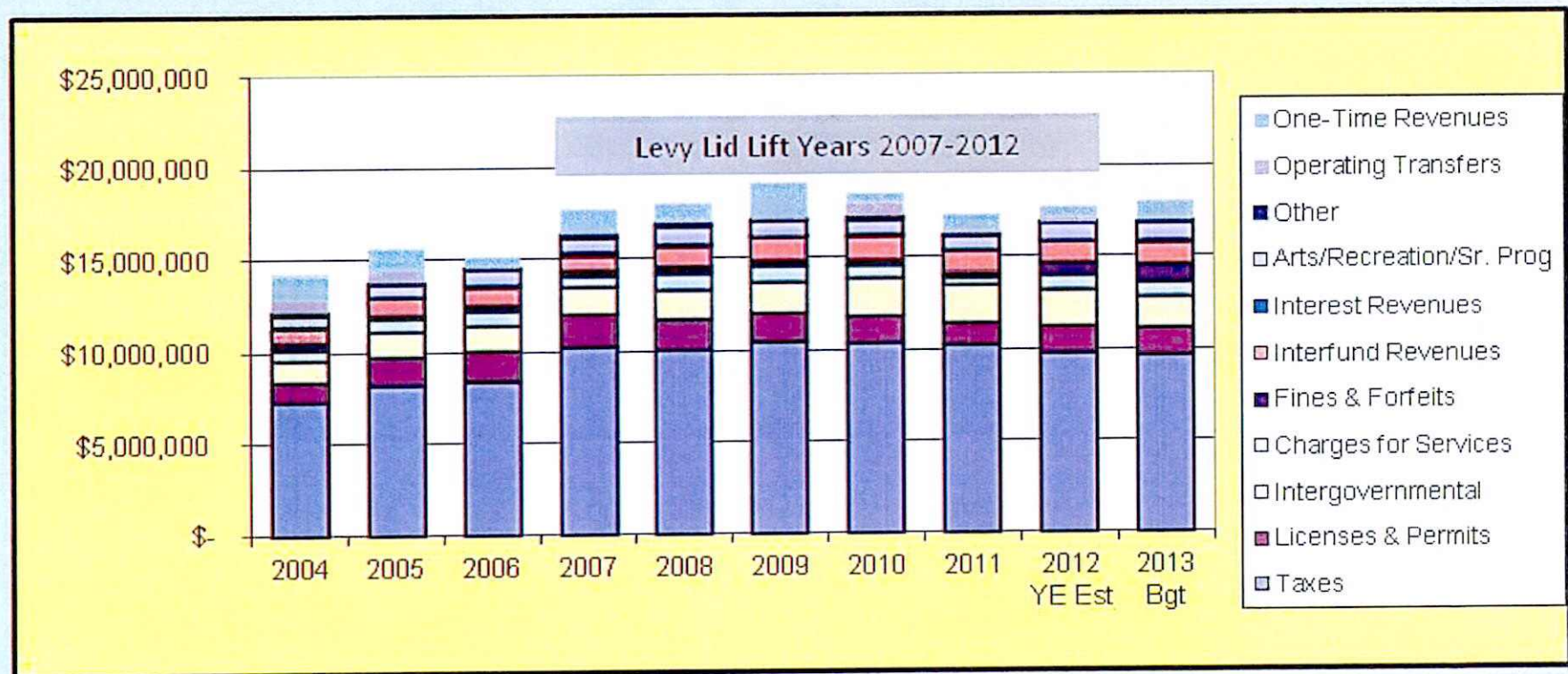
General, Street & Levy Lid Lift Funds Other Financing Sources

	2011 ACT		2012 YE EST		2013 BGT	
Sale of Capital Assets*	\$	180,000	\$	-	\$	-
Operating Transfer-In		213,733		226,336		-
Insurance Recoveries		11,061		5,871		10,000
Total	\$	404,794	\$	232,207	\$	10,000
% Chg Prior Yr				-42.6%		-95.7%

*Included with One-Time Revenues

General, Street & Levy Lid Lift Funds

- Revenues 2004 - 2013



AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Years 2013 – 2018 Draft
Transportation Capital Improvement Plan

ATTACHMENTS:

1. Power Point Presentation Transportation 2013-2018 Draft CIP
2. Transportation Capital Improvement Fund Summary

FOR AGENDA OF: September 27, 2012

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: September 21, 2012

CLEARANCES:

[☒] Finance ph

APPROVED BY CITY MANAGER

FOR SUBMITTAL: AA

Purpose and Recommendation

The purpose of this report is to present to the City Council the Years 2013 – 2018 Draft Capital Improvement Plans for Transportation Capital Improvement Fund.

Background

The Capital Improvement Plan provides a multi-year list of proposed capital expenditures and associated operating costs for the City. The Growth Management Act of 1990 requires communities to adopt comprehensive plans to guide the orderly development of growth. Also, the Plan focuses the community and Council's attention on prioritizing projects, given the competing needs for projects.

Tonight's briefing will present the 2013 – 2018 Capital Improvement Plans for the Transportation Capital Improvement Fund.

Recommendation

None.



City of Des Moines

2013 – 2018 CIP Transportation

Transportation CIP Completed Projects

- **North Twin Bridge**
- **S. 216th Street Sidewalk Project**
- **Midway School Flashing Beacons**

Transportation CIP On-Going Projects

Gateway Project

- 24th Ave. S. (S. 208th St. to S. 216th St.)
 - 100% Design Complete
 - ROW acquisition – Complete
 - Utility coordination at 85% - Finalize Winter 2012
 - Utility Agreements to Council in Spring 2013
 - Budget assumes construction in 2013

- S. 216th St. – Segment 2 (24th Ave. S. to 18th Ave. S.)
 - 100% Design Complete
 - ROW acquisition Complete
 - Utility coordination Complete
 - Utility Agreements – September 2012
 - Advertise for Bids – October
 - Budget assumes construction in 2013

Transportation CIP On-Going Projects.....

- S. 216th St. – Segment 1a (24th Ave. S. to 29th Ave. S.)
 - Final design delayed to 2013 to expedite readiness of 24th Ave. and S. 216th St. -Segment 2
 - Additional utility coordination work needed
 - ROW Phase postponed until 2013 – (Except Parcel 48)

Barnes Creek Trail/SR 509 ROW Acquisition

- Segment 1 Transfer – Complete
- Segment 2 and 3
 - 30% design – Complete
 - ROW plan development - Complete
 - WSDOT Coordination - Ongoing
 - Appraisal of Property – Underway
 - Property purchase – 2013
 - Final Design - 2013

Transportation CIP On-Going Projects.....

Traffic Safety Program

- Funded with Automated Speed Enforcement (ASE) Funds
- Safe Routes to School Grant Applications
 - North Hill Elementary School
 - Midway Elementary School
- MVD Crosswalk Improvements
 - Walking Audit – Report to Council Pending
- MVD and S. 240th RAB

City Wide Arterial Street Program

- Improve Visibility of Traffic Signal Displays
- Install countdown style signal heads
- Upgrade street name signs
- Markings

Transportation CIP Projects Moved forward to 2013

16th Ave. S. – Segment 5a

- LA Fitness
- First Ukrainian Baptist Church

S. 224th St.

- Coordination with Artemis

Saltwater Bridge Seismic Retrofit

- BRAC Application pending

Transportation 2013 - 2018 CIP

UNFUNDED PROJECTS	2013	2014	2015	2016	2017	2018
Pavement Management Program	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000
Guardrail Program		\$ 50,000		\$ 50,000		\$ 50,000
Sidewalk Program	\$ 50,000		\$ 50,000			\$ 50,000
Intelligent Transportation System	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000
Link Lt Rail Coordination & Plng	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Downtown Circulation/Ped Study	\$ 200,000	\$ 100,000				
DM Memorial Drive/S. 200th St	\$ 85,000	\$ 65,000	\$ 245,000			
Saltwater Bridge Seismic Retrofit				\$ 480,000	\$ 3,200,000	
S. 216th St - Seg. 3 (11th to 18th)				\$ 50,000	\$ 500,000	
Redondo Parking Study	\$ 80,000	\$ 20,000				
Redondo Boardwalk Repairs		\$ 360,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Neighborhood Traffic Calming Prog	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000

Transportation 2013 - 2018 CIP

	2013	2014	2015	2016	2017	2018
BEGINNING FUND BALANCE	\$ 644,803	\$ 166,195	\$ 156,679	\$ 58,398	\$ 190,102	\$ 194,529
LOCAL REVENUES						
Interest Income	\$ 4,700	\$ 4,100	\$ 2,000	\$ 1,600	\$ 3,000	\$ 2,500
Transfer in from Pacific Ridge Mitigation Fd	-	-	-	-	-	-
Transfer in from Transportation Impact Fee Fd	172,641	268,270	30,000	50,600	55,000	30,000
Transfer in from MCI Fund	300,000	300,000	300,000	300,000	300,000	300,000
Transfer in from LID Funds	3,719	3,569	3,419	3,269	-	-
TOTAL LOCAL REVENUES	\$ 481,060	\$ 575,939	\$ 335,419	\$ 355,469	\$ 358,000	\$ 332,500
TOTAL SECURED PROJECT REVENUES	\$16,112,145	\$ 290,000	\$ 210,000	\$ 210,000	\$ 249,500	\$ 210,000
TOTAL UNSECURED PROJECT REVENUES	\$ 679,178	\$ 4,199,908	\$ 2,747,414	\$ 2,270,650	\$ 3,975,000	\$ 2,084,116
TOTAL REVENUES & FUND BALANCE	\$17,917,186	\$ 5,232,041	\$ 3,449,512	\$ 2,894,517	\$ 4,772,602	\$ 2,821,145
TOTAL PROJECT EXPENDITURES	\$17,499,730	\$ 4,823,178	\$ 3,138,209	\$ 2,451,250	\$ 4,324,860	\$ 2,342,542
TOTAL DEBT EXPENSES	\$ 251,261	\$ 252,184	\$ 252,905	\$ 253,165	\$ 253,213	\$ 253,048
TOTAL EXPENDITURES	\$17,750,991	\$ 5,075,362	\$ 3,391,114	\$ 2,704,415	\$ 4,578,073	\$ 2,595,590
ENDING FUND BALANCE	\$ 166,195	\$ 156,679	\$ 58,398	\$ 190,102	\$ 194,529	\$ 225,556
RESERVED FUND						
Traffic Safety Program - ASE funds	\$ 67,000	\$ 62,000	\$ 51,205	\$ 161,205	\$ 171,205	\$ 181,205
UNRESERVED FUND BALANCE	\$ 99,195	\$ 94,679	\$ 7,193	\$ 28,897	\$ 23,324	\$ 44,351

Transportation 2013 - 2018 CIP

SECURED PROJECT REVENUES		2013	2014	2015	2016	2017	2018
Midway Sewer District	24th Ave S Imprv	324,116					
Highline Water District	24th Ave S Imprv	787,502					
PSE Gas	24th Ave S Imprv	74,787					
CenturyLink (Qwest)	24th Ave S Imprv	79,189					
Comcast	24th Ave S Imprv	108,219					
POS D.A. Fees	24th Ave S Imprv	3,500,000					
FHWA - STP	24th Ave S Imprv	3,000,000					
Highline Water District	S 216th St Imprv-Segment 1a					39,500	
Highline Water District	S 216th St Imprv-Segment 2	267,789					
CenturyLink (Qwest)	S 216th St Imprv-Segment 2	62,689					
Comcast	S 216th St Imprv-Segment 2	198,977					
King County Metro	S 216th St Imprv-Segment 2	20,000					
TIB	S 216th St Imprv-Segment 2	4,000,000					
In-Lieu Fees	S 216th St Imprv-Segment 2	2,500,000					
K Cty Conservation Grant	Barnes Creek Trail/SR 509 ROW	472,034					
K Cty Conservation Grant	Barnes Creek Trail/SR 509 ROW	6,843					
K County Trail Levy	Barnes Creek Trail/SR 509 ROW	200,000					
CMAQ - Design	Barnes Creek Trail/SR 509 ROW	300,000	80,000				
ASE Program	Traffic Safety Program	210,000	210,000	210,000	210,000	210,000	210,000
TOTAL SECURED PROJECT REVENUES		\$16,112,145	\$ 290,000	\$ 210,000	\$ 210,000	\$ 249,500	\$ 210,000

Transportation 2013 - 2018 CIP

UNSECURED PROJECT REVENUES		2013	2014	2015	2016	2017	2018
Federal STP	S 216th St Imprv-Segment 1a	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,000,000
Federal Grant	S 216th St Imprv-Segment 1a		100,000	100,000	175,000	225,000	200,000
TIB	S 216th St Imprv-Segment 1a					1,200,000	800,000
In-Lieu Fees	S 216th St Imprv-Segment 1a		230,000	430,000	660,000	700,000	84,116
BRAC	Saltwater State Park Bridge	510,933	2,326,708				
TIB	16th Ave S-Segment 5A				300,000	350,000	
In-Lieu Fees	16th Ave S-Segment 5A		127,600	48,750	385,650		
CMAQ	Barnes Creek Trail/SR 509 ROW			2,000,000	750,000		
Traffic Safety Program:							
SRTS (Unconfirmed)	North Hill Elementary - SRTS	-	279,000	-			
SRTS (Unconfirmed)	Midway Elementary - SRTS	-	412,000	-			
Masonic Home	Marine View Dr. and S. 240th RAB	-	50,000	-			
TIB (Unconfirmed)	Marine View Dr. and S. 240th RAB	168,245	674,600	168,664			
TOTAL UNSECURED PROJECT REVENUES		\$ 679,178	\$ 4,199,908	\$ 2,747,414	\$ 2,270,650	\$ 3,975,000	\$ 2,084,116

Transportation 2013 - 2018 CIP

PROJECT EXPENDITURES	2013	2014	2015	2016	2017	2018
Comprehensive Transportation Plan	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -
Saltwater State Park Bridge Seismic Retrofit	510,933	2,326,708				
24th Ave. S. Improvements	8,381,569					
S 216th St Impr - Segment 1a (29th to 24th)	104,117	360,000	560,000	895,000	3,749,860	2,142,542
S 216th St Improvement - Segment 2 (18th to 24th)	6,854,934					
16th Ave South Improvements - Segment 5A	101,339	127,600	53,750	706,250	375,000	
Barnes Creek Trail/ SR 509 Right-of-Way Acquisition	980,000	80,000	2,000,000	750,000		
<u>Traffic Safety Program:</u>						
North Hill Elementary - SRTS	94,000	305,000				
Midway Elementary - SRTS	94,000	421,000				
Marine View Dr. and S. 240th RAB	120,000	165,000	165,000			
Marine View Dr. and S. 240th RAB	258,838	1,037,870	259,459			
S. 268th St. Sidewalks				100,000	200,000	200,000
TOTAL PROJECT EXPENDITURES	\$17,499,730	\$ 4,823,178	\$3,138,209	\$2,451,250	\$4,324,860	\$2,342,542



2013 - 2018 CAPITAL IMPROVEMENT PLAN
Transportation CIP Fund

2013-2018 APPROVED CIP

	2011 Act	2012 Est	2012 Amend	2013	2014	2015	2016	2017	2018	2013-2018 CIP Total
BEGINNING FUND BALANCE	\$ 142,068	\$ 1,222,960	\$ 1,222,960	\$ 644,803	\$ 166,195	\$ 156,680	\$ 58,398	\$ 190,102	\$ 194,528	\$ 2,400,334
LOCAL REVENUES										
Interest Earnings	\$ 4,134	\$ 2,100	\$ 2,100	\$ 4,700	\$ 4,100	\$ 2,000	\$ 1,600	\$ 3,000	\$ 2,500	\$ 17,000
Transfer in from Pacific Ridge Mitigation Fund		328,163	328,163	-	-	-	-	-	-	-
Transfer in from Transportation Impact Fee Fund	27,952	-	42,048	172,641	268,270	30,000	50,600	55,000	30,000	603,511
Transfer in from MCI Fund	208,333	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
Transfer in from LID Funds	15,770	3,869	3,869	3,719	3,569	3,419	3,269	-	-	13,976
POS ROW Agreement (24th Ave. S. Impr)	488,370	-	-	-	-	-	-	-	-	-
POS ROW Agreement (S. 216th St Impr-Segment 2)	254,984	-	-	-	-	-	-	-	-	-
Port Right-of-Way Vacation	2,243,094	-	-	-	-	-	-	-	-	-
SCORE Right-of-Way Vacation	942,735	-	-	-	-	-	-	-	-	-
TOTAL LOCAL REVENUES	\$ 4,185,352	\$ 632,132	\$ 674,180	\$ 481,060	\$ 575,939	\$ 335,419	\$ 355,469	\$ 358,000	\$ 332,500	\$ 2,438,343
PROJECT REVENUES (SECURED)										
Puget Sound Energy (PSE)	-	21,000	21,000	-	-	-	-	-	-	-
Highline Water District	5,210	-	-	-	-	-	-	-	-	-
BRAC (Confirmed)	363,833	40,000	44,708	-	-	-	-	-	-	-
BRAC (Confirmed)	695,014	45,000	57,984	-	-	-	-	-	-	-
Midway Sewer District	-	-	324,116	324,116	-	-	-	-	-	324,116
Highline Water District	-	-	463,575	787,502	-	-	-	-	-	787,502
PSE Gas	-	-	74,787	74,787	-	-	-	-	-	74,787
Century Link (Qwest)	-	-	63,351	78,189	-	-	-	-	-	78,189
Comcast	-	-	86,575	108,219	-	-	-	-	-	108,219
POS D.A. FEES (Confirmed)	-	-	1,600,000	3,500,000	-	-	-	-	-	3,500,000
FHWA - STP (Confirmed)	-	-	-	3,000,000	-	-	-	-	-	3,000,000
PWTF Loan (Confirmed)	13,750	-	-	-	-	-	-	-	-	-
Highline Water District	-	-	-	-	-	-	-	39,500	-	39,500
PWTF Loan (Confirmed)	236,250	-	-	-	-	-	-	-	-	-
LAND - WSDOT (Portion of Seg. 1)	-	816,000	816,000	-	-	-	-	-	-	-
Highline Water District	-	-	15,000	287,789	-	-	-	-	-	287,789
Century Link (Qwest)	-	-	40,510	62,689	-	-	-	-	-	62,689
Comcast	-	-	55,235	198,977	-	-	-	-	-	198,977
King County Metro	-	-	-	20,000	-	-	-	-	-	20,000
TIB (Confirmed)	-	-	1,660,000	4,000,000	-	-	-	-	-	4,000,000
ATL TIB	-	-	540,000	-	-	-	-	-	-	-
In-Lieu Fees	-	-	2,000,000	2,500,000	-	-	-	-	-	2,500,000
CDBG (Confirmed)	157,990	48,800	48,800	-	-	-	-	-	-	-
CDBG/Recovery Act	10,419	-	-	-	-	-	-	-	-	-
Water District #54	18,008	-	-	-	-	-	-	-	-	-
Century Link (Qwest)	-	27,343	27,343	-	-	-	-	-	-	-
King County Conservation Grant 2010 (Confirmed)	-	-	500,000	472,034	-	-	-	-	-	472,034
King County Conservation Grant 2011 (Confirmed)	-	43,157	50,000	6,843	-	-	-	-	-	6,843
King County Trail Levy (Confirmed)	100,000	-	200,000	200,000	-	-	-	-	-	200,000
LAND - WSDOT (Portion of Seg. 1)	-	1,360,000	1,360,000	-	-	-	-	-	-	-
CMAQ - Design	-	-	-	300,000	80,000	-	-	-	-	380,000
WSDOT Traffic Buslers (Confirmed)	-	30,000	30,000	-	-	-	-	-	-	-
Washington Traffic Safety Commission	15,000	-	-	-	-	-	-	-	-	-
ASE Program	-	200,000	300,000	210,000	210,000	210,000	210,000	210,000	210,000	1,250,000
Highway Safety Improvement Program	-	250,000	250,000	-	-	-	-	-	-	-
TOTAL SECURED PROJECT REVENUES	\$ 1,615,472	\$ 2,881,300	\$ 10,828,984	\$ 16,112,145	\$ 290,000	\$ 210,000	\$ 210,000	\$ 249,500	\$ 210,000	\$ 17,281,045



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

2013-2018 APPROVED CIP

	2011 Act	2012 Est	2012 Amend	2013	2014	2015	2016	2017	2018	2013-2018 TOTAL
PROJECT REVENUES (UNSECURED)										
TIB (Unconfirmed)										
Federal STP (Unconfirmed)										
Federal Grant (Unconfirmed)										
TIB (Unconfirmed)										
In-Lieu Fees										
BRAC (Unconfirmed)										
TIB (Unconfirmed)										
In-Lieu Fees										
CMAQ - Construction										
WTSC Grant (Unconfirmed)										
SRTS (Unconfirmed)										
SRTS (Unconfirmed)										
Masonic Home										
TIB (Unconfirmed)										
24th Ave. S. Improvement Project	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
S 216th St Impr - Segment 1a (29th to 24th)	-	-	-	-	100,000	100,000	175,000	225,000	200,000	2,500,000
S 216th St Impr - Segment 1a (29th to 24th)	-	-	-	-	-	-	-	1,200,000	800,000	2,000,000
S 216th St Impr - Segment 1a (29th to 24th)	-	-	-	-	230,000	430,000	660,000	700,000	84,116	2,041,116
S 216th St Impr - Segment 1a (29th to 24th)	-	-	-	510,933	2,326,708	-	-	-	-	2,837,641
Saltwater State Park Bridge	-	-	-	-	-	-	300,000	350,000	-	650,000
16th Ave. S. - Segment 5A	-	-	-	-	127,600	48,750	385,650	-	-	562,000
16th Ave. S. - Segment 5A	-	-	-	-	-	2,000,000	750,000	-	-	2,750,000
Barnes Creek Trail/SR 509 ROW	-	-	7,500	-	-	-	-	-	-	7,500
Traffic Safety Program	-	-	-	-	279,000	-	-	-	-	279,000
North Hill Elementary - SRTS	-	-	-	-	412,000	-	-	-	-	412,000
Midway Elementary - SRTS	-	-	-	-	50,000	-	-	-	-	50,000
Marine View Dr. and S. 240th RAB	-	-	-	168,245	674,800	168,664	-	-	-	1,011,709
Marine View Dr. and S. 240th RAB	-	-	-	-	-	-	-	-	-	-
TOTAL UNSECURED PROJECT REVENUES	\$ -	\$ -	\$ 3,007,500	\$ 679,178	\$ 4,199,908	\$ 2,747,414	\$ 2,270,650	\$ 3,975,000	\$ 2,084,116	\$ 16,886,266
TOTAL PROJECT REVENUES	\$ 1,615,472	\$ 2,881,300	\$ 13,836,484	\$ 16,791,323	\$ 4,489,908	\$ 2,957,414	\$ 2,480,650	\$ 4,224,500	\$ 2,294,116	\$ 33,237,911
TOTAL REVENUES & FUND BALANCE	\$ 5,942,892	\$ 4,736,391	\$ 16,733,823	\$ 17,917,188	\$ 5,232,042	\$ 3,448,512	\$ 2,894,517	\$ 4,772,602	\$ 2,821,146	\$ 36,321,100
<i>Local and project revenues (should = EDEN Revenue Status Report)</i>	\$5,800,824	\$3,613,432	\$14,510,664	\$17,272,383	\$5,065,847	\$3,292,833	\$2,836,119	\$4,582,500	\$2,626,816	\$32,729,511



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

2013-2018 APPROVED CIP

	2011 Act	2012 Est	2012 Amend	2013	2014	2015	2016	2017	2018	2013-2018 C-Total
PROJECT EXPENDITURES										
Pavement Management Program	319.100	\$ 494	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 494
Comprehensive Transportation Plan	319.114	-	-	-	-	100,000	-	-	-	100,000
North Twin Bridge Footing Repairs	319.132	623,706	45,000	80,000	-	-	-	-	-	748,706
North Twin Bridge Seismic Retrofit	319.322	293,023	40,000	80,000	-	-	-	-	-	413,023
Saltwater St Park Bridge Seismic Retrofit	319.326	-	-	-	510,933	2,326,708	-	-	-	2,837,641
24th Ave. S. Improvements	319.131	1,110,758	257,623	8,089,007	8,381,569	-	-	-	-	18,569,957
S 216th St Impr - Segment 1a (29th to 24th)	319.332	148,883	35,000	159,588	104,117	360,000	560,000	895,000	3,749,860	7,611,518
S 216th St Improvement - Segment 2 (18th to 24th)	319.333	486,540	1,039,420	5,268,562	8,854,934	-	-	-	-	15,649,456
S 216th St Improvement - Segment 4	319.335	1,453,305	224,372	224,372	-	-	-	-	-	1,902,049
16th Ave South Improvements - Segment 5A	319.205	-	27,500	27,500	101,339	127,800	53,750	706,250	375,000	1,393,939
Barnes Creek Trail SR 509 Right-of-Way Acquisition	319.345	3,157	1,500,000	2,206,843	980,000	80,000	2,000,000	750,000	-	6,610,000
Intelligent Transportation System (ITS)	319.601	5,834	31,000	31,000	-	-	-	-	-	77,834
S. 224th St Improvements	319.336	-	328,163	328,163	-	-	-	-	-	656,326
Midway School Flashing Beacons	319.602	36,734	-	-	-	-	-	-	-	36,734
Citywide Arterial Street Improvements		250,000	250,000	-	-	-	-	-	-	500,000
Traffic Safety Program										
North Hill Elementary - SRTS		-	-	94,000	305,000	-	-	-	-	399,000
Midway Elementary - SRTS		-	-	94,000	421,000	-	-	-	-	515,000
Marine View Dr. Crosswalk Improvements		55,000	-	120,000	165,000	185,000	-	-	-	465,000
Marine View Dr. and S. 240th RAB		-	-	258,838	1,037,870	259,459	-	-	-	1,556,167
S. 288th St. Sidewalks		-	-	-	-	-	100,000	200,000	200,000	500,000
TOTAL PROJECT EXPENDITURES		\$ 4,162,434	\$ 3,831,078	\$ 14,741,035	\$ 17,499,730	\$ 4,823,178	\$ 3,138,209	\$ 2,451,250	\$ 4,324,860	\$ 34,579,760
DEBT SERVICE/OTHER PAYMENTS										
PWTF Loan-Pacific Hwy Construction		25,272	25,154	25,154	25,038	24,918	24,799	24,681	24,563	24,445
PWTF Loan-DM Transportation Gateway		274,111	34,572	34,572	34,412	34,253	34,093	33,934	33,775	33,615
2008 Bond Issue Debt Service		194,383	200,784	200,784	191,813	193,013	194,013	194,550	194,875	194,988
GF Tel for Economic Development Manager		63,733	-	-	-	-	-	-	-	-
TOTAL DEBT SERVICE		\$ 557,499	\$ 260,510	\$ 260,510	\$ 251,263	\$ 252,184	\$ 252,905	\$ 253,165	\$ 253,213	\$ 253,048
TOTAL EXPENDITURES		\$ 4,719,933	\$ 4,091,588	\$ 15,001,545	\$ 17,750,993	\$ 5,075,362	\$ 3,391,114	\$ 2,704,415	\$ 4,578,073	\$ 35,385,856
ENDING FUND BALANCE		\$ 1,222,960	\$ 644,803	\$ 732,078	\$ 166,195	\$ 156,680	\$ 58,398	\$ 190,102	\$ 194,528	\$ 225,556
RESERVED FUND BALANCE										
Ashton Construction (LA Fitness) In-lieu Fees	16th Ave. S. - Segment 5A	\$ 128,839	\$ 101,339	\$ 101,339	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
King County Levy	Barnes Creek Trail/SR 509 ROW	20,000	-	-	67,000	62,000	51,205	161,205	171,205	181,205
Traffic Safety Program - ASE funds		-	145,000	-	-	-	-	-	-	-
TOTAL RESERVED FUND BALANCE		\$ 148,839	\$ 246,339	\$ 101,339	\$ 67,000	\$ 62,000	\$ 51,205	\$ 161,205	\$ 171,205	\$ 181,205
UNRESERVED FUND BALANCE		\$ 1,074,121	\$ 398,464	\$ 630,739	\$ 99,195	\$ 94,680	\$ 7,193	\$ 28,897	\$ 23,323	\$ 44,351



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

2013-2018 APPROVED CIP

	2011 Act	2012 Est	2012 Amend	2013	2014	2015	2016	2017	2018	2013-2018 Total
PORTION OF PROJECTS FUNDED BY REMAINING FUND BALANCE										
Pavement Management Program	\$ 494	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Comprehensive Transportation Plan	-	-	-	-	-	100,000	-	-	-	100,000
North Twin Bridge Footing Repairs	(76,699)	-	22,016	-	-	-	-	-	-	-
North Twin Bridge Seismic Retrofit	(76,020)	(21,000)	14,292	-	-	-	-	-	-	-
24th Ave. S. Improvements	171,099	257,623	244,555	445,708	-	-	-	-	-	1,068,985
S 216th St Impr - Segment 1a (29th to 24th)	148,883	35,000	159,588	104,117	25,000	5,000	30,000	55,380	28,426	373,003
S 216th St Improvement - Segment 2 (18th to 24th)	(4,674)	101,823	8,220	(214,521)	-	-	-	-	-	(214,521)
S 216th St Improvement - Segment 4	883,041	148,229	148,229	-	-	-	-	-	-	1,179,500
Barnes Creek Trail SR 509 Right-of-Way Acquisition	(96,843)	96,843	96,843	1,123	-	-	-	-	-	1,123
Intelligent Transportation System	5,834	1,000	1,000	-	-	-	-	-	-	7,834
Midway School Flashing Beacons	21,734	-	-	-	-	-	-	-	-	21,734
PWTF Loan - Pacific Hwy Construction	25,272	25,154	25,154	25,036	24,918	24,799	24,681	24,563	24,445	245,008
PWTF Loan-DM Transportation Gateway	274,111	34,572	34,572	34,412	34,253	34,093	33,934	33,775	33,615	284,000
2008 Bond Issue Debt Service	194,383	200,764	200,764	191,813	193,013	194,013	194,550	194,875	194,988	1,963,252
GF Tsf for Economic Development Manager	63,733	-	-	-	-	-	-	-	-	63,733
Marine View Dr. Crosswalk Improvements	-	-	-	20,000	35,000	35,000	-	-	-	90,000
TOTAL USE OF FUND BALANCE	\$ 1,534,348	\$ 880,028	\$ 955,253	\$ 607,688	\$ 312,184	\$ 392,905	\$ 283,165	\$ 308,573	\$ 281,474	\$ 2,785,989
PORTION OF PROJECTS FUNDED BY IN-LIEU FEES										
16th Ave S Improvements - Segment 5A (Unconfirmed)	\$ -	\$ -	\$ -	\$ -	\$ 127,600	\$ 48,750	\$ 385,650	\$ -	\$ -	\$ 521,000
16th Ave S Improvements - Segment 5A (Ashton, rec'd in 2007)	-	27,500	27,500	101,339	-	-	-	-	-	156,339
24th Ave. S. Improvements (ProLogis, rec'd in 2008)	423,337	-	-	-	-	-	-	-	-	423,337
24th Ave. S. Improvements (Unconfirmed)	-	-	-	-	230,000	430,000	660,000	700,000	84,116	2,104,116
S 216th St Impr - Segment 1a (29th to 24th) (Unconfirmed)	-	-	-	-	-	-	-	-	-	-
S 216th St Impr - Segment 2 (18th to 24th) (Unconfirmed)	-	-	-	-	-	-	-	-	-	-
TOTAL USE OF IN-LIEU FEES	\$ 423,337	\$ 27,500	\$ 27,500	\$ 101,339	\$ 357,600	\$ 478,750	\$ 1,045,650	\$ 700,000	\$ 84,116	\$ 2,767,453
PORTION OF PROJECTS FUNDED BY BOND PROCEEDS										
(Total: \$2,550,932)										
North Twin Bridge Footing Repairs	\$ 5,391	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,391
S 216th St Impr - Segment 1a (29th to 24th)	(13,750)	-	-	-	-	-	-	-	-	(13,750)
S 216th Street Improvement - Segment 2 (24th to 18th)	-	121,597	121,597	-	-	-	-	-	-	243,194
S 216th Street Improvement - Segment 4 (MVD to 11th Ave. S.)	383,849	-	-	-	-	-	-	-	-	383,849
Comprehensive Transportation Plan	-	-	-	-	-	-	-	-	-	-
TOTAL USE OF BOND PROCEEDS	\$ 375,490	\$ 121,597	\$ 121,597	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 508,086
PORTION OF PROJECTS FUNDED BY PACIFIC RIDGE MITIGATION FEES										
S. 224th Street Improvements	\$ -	\$ 326,163	\$ 326,163	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 652,326
TOTAL USE OF MITIGATION FEES	\$ -	\$ 326,163	\$ 326,163	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 652,326
PORTION OF PROJECTS FUNDED BY IMPACT FEES										
24th Ave. S. Improvements	\$ 27,952	\$ -	\$ 32,048	\$ 62,048	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,048
S 216th St Impr - Segment 1a (29th to 24th)	-	-	-	-	5,000	25,000	30,000	30,000	30,000	120,000
S 216th St Improvement - Segment 2	-	-	10,000	20,000	-	-	-	-	-	30,000
DM Transportation Gateway	-	-	-	-	-	5,000	20,600	25,000	-	50,600
16th Ave S Improvements - Segment 5A	-	-	-	90,593	263,270	-	-	-	-	353,863
Marine View Drive and S. 240th Street	-	-	-	-	-	-	-	-	-	-
TOTAL USE OF IMPACT FEES	\$ 27,952	\$ -	\$ 42,048	\$ 172,641	\$ 268,270	\$ 30,000	\$ 50,600	\$ 55,000	\$ 30,000	\$ 506,511



2013 - 2018 CAPITAL IMPROVEMENT PLAN **Transportation CIP Fund**

2013-2018 APPROVED CIP

	2011 Act	2012 Est	2012 Amend	2013	2014	2015	2016	2017	2018	2013 - 2018 5 Year Total
PORTION OF PROJECTS FUNDED BY ASE PROGRAM										
North Hill Elementary SRTS		-	-	94,000	26,000	-	-	-	-	120,000
Midway Elementary SRTS		-	-	94,000	9,000	-	-	-	-	103,000
MVD & S. 240th RAB		-	-	-	50,000	90,795	-	-	-	140,795
MVD Crosswalk Improvements		55,000	-	100,000	130,000	130,000	-	-	-	380,000
S. 268th St. Sidewalks		-	-	-	-	-	100,000	200,000	200,000	500,000
TOTAL USE OF ASE FUNDS	\$ -	\$ 55,000	\$ -	\$ 288,000	\$ 215,000	\$ 220,795	\$ 100,000	\$ 200,000	\$ 200,000	\$ 830,300

UNFUNDED PROJECTS

Pavement Management Program	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 8,400,000
Guardrail Program	-	50,000	-	50,000	-	50,000	150,000
Sidewalk Program	50,000	-	50,000	-	-	50,000	150,000
Intelligent Transportation System	65,000	65,000	65,000	65,000	65,000	65,000	390,000
Link Light Rail Coordination and Planning	35,000	35,000	35,000	35,000	35,000	35,000	210,000
Downtown Circulation and Pedestrian Study	200,000	100,000	-	-	-	-	300,000
Des Moines Memorial Drive and S. 200th Street	85,000	65,000	245,000	-	-	-	395,000
Saltwater Bridge Seismic Retrofit	-	-	-	480,000	3,200,000	-	3,680,000
S 216th Street - Segment 3 (11th to 18th)	-	-	-	50,000	500,000	-	550,000
Redondo Parking Study	80,000	20,000	-	-	-	-	100,000
Redondo Way Improvements	-	360,000	200,000	200,000	200,000	200,000	1,160,000
Redondo Boardwalk Repairs	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Neighborhood Traffic Calming Program	-	-	-	-	-	-	-
TOTAL UNFUNDED PROJECTS	\$ 1,965,000	\$ 2,145,000	\$ 2,045,000	\$ 2,330,000	\$ 5,450,000	\$ 1,850,000	\$ 15,785,000



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.114
PROJECT	Comprehensive Transportation Plan Update	Project Type:	
LOCATION	City Wide	Council Goals met:	2, 3, 5
DESCRIPTION:	Update the City's Comprehensive Transportation Plan.	Council Objectives met:	
		Project Status	Planning

EXPENDITURE SCHEDULE														
COST ELEMENTS	TOTAL*	FY 07 Act	FY 08 Act	FY 09 Act	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ 93,153	\$ 6,802	\$ 28,059	\$ 37,702	\$ 590						\$ 20,000			
CIP PROJ MANAGEMENT														
DESIGN / ENGINEERING	318,894		129,597	104,695	4,602						80,000			
LAND														
BUILDINGS														
IMPROVEMENTS														
INSPECTION														
CONTINGENCY														
SALES TAX														
OTHER (Turning Movement Counts)														
TOTAL	\$ 412,047	\$ 6,802	\$ 157,656	\$ 142,397	\$ 5,192						\$ 100,000			

FUNDING SOURCES	TOTAL*	FY 07 Act	FY 08 Act	FY 09 Act	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
Arterial Street Fund	\$ 164,458	\$ 6,802	\$ 157,656	\$ -	\$ -						\$ -			
Transportation CIP Fund	117,589			12,397	5,192						100,000			
2008 Bond Proceeds	130,000			130,000										
TOTAL	\$ 412,047	\$ 6,802	\$ 157,656	\$ 142,397	\$ 5,192						\$ 100,000			

*Excludes FY 12 Amd



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.114
PROJECT	Comprehensive Transportation Plan Update	Project Type:	
LOCATION	City Wide	Council Goals met:	2, 3, 5
		Council Objectives met:	
		Project Status	Planning

JUSTIFICATION:

The Comprehensive Transportation Plan (CTP) is a long-range planning document. This document is referenced in the Transportation Element of the City's Comprehensive Plan. Cities are required to adopt and maintain a CTP by the Growth Management Act (GMA). The existing CTP is an update that was adopted in December of 2001. At that time, the document was an update of the original CTP that was prepared in 1992 & 1993. Much of the data used in the update of the CTP was from 1996 - 1998. The GMA requires that the City have a CTP that address transportation issues a minimum of ten years in the future. The analysis in the current CTP looked at transportation needs out to the year 2020 using traffic volumes from 1996 and 1998 - data that now are ten years old.

Therefore, it is time once again to review the City's comprehensive transportation needs.

The study and preparation of the CTP will assure that all major transportation needs have been identified. This includes all modes of transportation; pedestrian, bicycle, vehicle, freight, and transit - including Metro buses and Sound Transit Light Rail. This document is an essential tool for responsible transportation planning, for establishment of policy, and for providing decision making guidance on prioritizing the City's transportation improvement needs, which will cost millions of dollars.

SCOPE OF WORK:

A significant amount of the work was completed in 2008. The final CTP will be brought before full Council for adoption in early 2009.



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.326
PROJECT	Saltwater State Park Bridge Seismic Retrofit	Project Type:	Restore/rehab
LOCATION	Marine View Drive and S. 252nd St.	Council Goals met:	1, 2
DESCRIPTION:	Repairs and seismic retrofitting of the bridge. Patch and repair spalling areas.	Council Objectives met:	
		Project Status	Adopted

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	Prior Years	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ 31,792	\$ 31,792										
CIP PROJ MANAGEMENT	-											
DESIGN / ENGINEERING	649,370	138,437					510,933					
LAND	-											
BUILDINGS	-											
IMPROVEMENTS	1,965,125							1,965,125				
INSPECTION	282,978							282,978				
CONTINGENCY	78,605							78,605				
SALES TAX	-											
OTHER	-											
TOTAL	\$ 3,007,870	\$ 170,229					\$ 510,933	\$ 2,326,708				

UNFUNDED IMPROVEMENTS \$ 3,680,000

\$ 480,000 \$ 3,200,000

FUNDING SOURCES	TOTAL*	Prior Years	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
Arterial Street Fund	\$ 130,980	\$ 130,980										
STP Funds (Unconfirmed)	-											
Transportation CIP Fund	249	249										
2008 Bond Proceeds	39,000	39,000										
BRAC (Unconfirmed)	2,837,641						510,933	2,326,708				
TOTAL	\$ 3,007,870	\$ 170,229					\$ 510,933	\$ 2,326,708				

*Excludes FY 11 Amd



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.326
PROJECT	Saltwater State Park Bridge Seismic Retrofit	Project Type:	Restore/rehat
LOCATION	Marine View Drive and S. 252nd St.	Council Goals met:	1, 2
DESCRIPTION:	Repairs and seismic retrofitting of the bridge. Patch and repair spalling areas.	Council Objectives met:	
		Project Status	Adopted
JUSTIFICATION:	The Saltwater Bridge is one of three bridges that the City owns and maintains. It was built in 1934 and has a span of approximately 570 feet. The bridge needs seismic retrofitting and repairs that have been identified in recent inspections conducted by King County bridge engineers. Both approaches to this bridge recently have experienced subsidence that required emergency repairs. Repairs to the south approach have been completed. Repairs to the north approach are considered to be temporary in nature and were not intended as a permanent solution. The project would replace the pin and hanger system for both suspended sections of the bridge. Surface drainage improvements would also be addressed.		
SCOPE OF WORK:	This project includes design, environmental analysis, permit documentation, and preparation of plans, specifications and estimates by a consultant. It also includes construction by a contractor of the feasible improvements. Construction engineering and inspection will be done by a consultant.		



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.131-01
PROGRAM	Des Moines Transportation Gateway	Project Type:	Capacity
PROJECT	24th Avenue South Improvement Project	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	Adopted
LOCATION	24th Avenue South - South 216th Street to South 208th Street		
DESCRIPTION:	Reconstruct roadway to five-lane cross section.		

EXPENDITURE SCHEDULE												
COST ELEMENTS	TOTAL*	FY 09 Act	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ 166,459	\$ 12,624	\$ 28,835	\$ 37,606	\$ 27,394	\$ 22,394	\$ 60,000					
CIP PROJ MANAGEMENT	20,000				5,000	10,000	15,000					
DESIGN / ENGINEERING	1,009,736	271,036	396,845	207,532	69,323	69,323	65,000					
LAND	392,960			322,460	70,500	85,593						
LAND - Prologis	208,390		208,390									
LAND - Port of Seattle	488,370			488,370								
ROW SERVICES	142,519	56	17,267	54,790	70,406	70,406						
IMPROVEMENTS	5,337,417				-	4,072,686	5,337,417					
INSPECTION	850,000				-	525,000	850,000					
CONTINGENCY	615,000				15,000	275,000	600,000					
Underground PSE Utilities	300,000				-	127,615	300,000					
Comcast	64,936				-	51,948	64,936					
CenturyLink (Qwest)	79,189				-	63,351	79,189					
Midway Sewer	294,116				-	294,116	294,116					
Highline Water District	715,911				-	421,575	715,911					
TOTAL	\$ 10,685,003	\$ 283,716	\$ 651,337	\$ 1,110,758	\$ 257,623	\$ 6,089,007	\$ 8,381,569					

FUNDING SOURCES	TOTAL*	FY 09 Act	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
PWTF Loan - Design (Confirmed)	\$ 330,000	\$ 247,500	\$ 82,500		\$ -	\$ -	\$ -					
PWTF Loan - Construction (Unconfirmed)												
WSDOT Ped & Bike Program (Unconfirmed)												
FHWA - STP (Confirmed)	3,000,000						3,000,000					
POS D.A. FEES (Confirmed)	3,500,000				-	1,800,000	3,500,000					
POS ROW Agreement	488,370			488,370								
ROW In-Lieu - Prologis (Received)	208,390		208,390									
IN-LIEU FEES - Prologis (Received)	820,000	36,216	360,447	423,337								
TIB (Unconfirmed)	-				-	3,000,000	-					
Traffic Impact Fees	90,000			27,952	-	32,048	62,048					
Comcast	108,219				-	86,575	108,219					
CenturyLink (Qwest)	79,189				-	63,351	79,189					
PSE Gas	74,787				-	74,787	74,787					
Midway Sewer District	324,116				-	324,116	324,116					
Highline Water District	787,502				-	463,575	787,502					
Transportation CIP Fund	874,430		-	171,099	257,623	244,555	445,708					
TOTAL	\$ 10,685,003	\$ 283,716	\$ 651,337	\$ 1,110,758	\$ 257,623	\$ 6,089,007	\$ 8,381,569					

*Excludes FY 12 Amd



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.131-01
PROGRAM	Des Moines Transportation Gateway	Project Type:	Capacity
PROJECT	24th Avenue South Improvement Project	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	Adopted
LOCATION	24th Avenue South - South 216th Street to South 208th Street		

JUSTIFICATION:

The need for five-lane roadway with pedestrian and bicycle facilities along 24th Avenue South is identified in the City's Comprehensive Transportation Plan and the six-year Transportation Improvement Plan. Numerous development projects are planned along this corridor, including the Des Moines Creek Business Park and aviation logistics facilities in the City of SeaTac. 24th Avenue South is part of a planned corridor connection to a future SR509 interchange via the 24th/28th Avenue alignment planned by the City of SeaTac.

This project includes improvements that will be required when the Des Moines Creek Business Park and other business projects develop. These improvements include, but are not limited to, frontage and access improvements on 24th Avenue South. It is anticipated that in-lieu fees will be collected for these development-related improvements. The in-lieu fees indicated should be considered a place holder, and the actual in-lieu fee amount is subject to change as determined during plan review.

With the development of the Des Moines Creek Business Park and other potential developments in the immediate area, planning and design for the 24th Avenue South corridor cannot be delayed. The City secured a PWTF planning loan to design improvements for this corridor.

SCOPE OF WORK:

An 85% design level estimate of probable costs are included in this budget including revisions to the S. 216th St/24th Avenue S. intersection with roadway transitions and median improvements. A design report (December 2010) includes design recommendations for this project including final engineering, environmental analysis, and permit documents. Preparation of final plans specifications and estimates to be completed by a consultant in March 2011. The project includes construction by a contractor of the following improvements: installation of curbs, gutters, sidewalks, planters, and bicycle lanes on both sides of the street, widening the road with asphalt pavement, installing center medians where feasible, constructing a new street lighting system, undergrounding storm water, overhead communications, and electrical distribution lines. Midway Sewer District may request and fund additional improvements. Right-of-way is scheduled to be acquired and cleared in 2011 allowing construction to proceed in 2012 if funding becomes available. Construction engineering and inspection will be done by a consultant.



2013 - 2018 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.332
PROGRAM	Des Moines Transportation Gateway	Project Type:	Capacity
PROJECT	South 216th Street Improvement - Segment 1-A (29th to 24th)	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	Adopted

LOCATION S. 216th St - 29th Avenue to 24th Avenue South including the Pacific Highway South Intersection

DESCRIPTION: Widen roadway to 5 lanes with a continuous left turn lane, bicycle lanes, sidewalks planter strips and U-turn pockets at Pacific Highway S. Formerly S. 216th St, Segment 1 (I-5 to 24th Avenue S), this project is the first of two stages.

EXPENDITURE SCHEDULE												
COST ELEMENTS	TOTAL*	FY 09 Act	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ 269,703	\$ 16,235	\$ 17,939	\$ 10,529	\$ 10,000	\$ 25,471	\$ 10,000	\$ 20,000	\$ 20,000	\$ 35,000	\$ 80,000	\$ 50,000
CIP PROJ MANAGEMENT	50,000		-					5,000	5,000	5,000	20,000	15,000
DESIGN / ENGINEERING	794,965	296,604	190,890	138,354	25,000	109,117	84,117	15,000	15,000	15,000	15,000	
LAND	1,700,000							200,000	400,000	600,000	500,000	
ROW SERVICES	510,000							90,000	90,000	180,000	150,000	
IMPROVEMENTS	3,924,530										2,353,000	1,571,530
INSPECTION	490,972										282,360	208,612
CONTINGENCY	610,000				-	25,000	10,000	30,000	30,000	60,000	310,000	170,000
Utility Undergrounding	127,400											127,400
Highline Water District	39,500										39,500	
OTHER	-											
TOTAL	\$ 8,517,070	\$ 312,839	\$ 208,829	\$ 148,883	\$ 35,000	\$ 159,588	\$ 104,117	\$ 360,000	\$ 560,000	\$ 895,000	\$ 3,749,860	\$ 2,142,542

FUNDING SOURCES	TOTAL*	FY 09 Act	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
PWTF Loan (confirmed)	\$ 325,000	\$ 243,750	\$ 67,500	\$ 13,750		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal STP (Unconfirmed)	2,500,000										1,500,000	1,000,000
Federal Grant (Unconfirmed)	800,000							100,000	100,000	175,000	225,000	200,000
TRAFFIC IMPACT FEES	120,000							5,000	25,000	30,000	30,000	30,000
IN-LIEU FEES (unconfirmed) 1/4	2,104,116							230,000	430,000	660,000	700,000	84,116
TIB (Unconfirmed)	2,000,000										1,200,000	800,000
Highline Water District	39,500										39,500	
2008 Bond Proceeds	-		13,750	(13,750)								
Transportation CIP Fund	628,454	69,089	127,579	148,883	35,000	159,588	104,117	25,000	5,000	30,000	55,360	28,426
TOTAL	\$ 8,517,070	\$ 312,839	\$ 208,829	\$ 148,883	\$ 35,000	\$ 159,588	\$ 104,117	\$ 360,000	\$ 560,000	\$ 895,000	\$ 3,749,860	\$ 2,142,542

*Excludes FY 12 Amd



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.332
PROGRAM	Des Moines Transportation Gateway	Project Type:	Capacity
PROJECT	South 216th Street Improvement - Segment 1-A (29th to 24th)	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	Adopted
LOCATION	S. 216th St - 29th Avenue to 24th Avenue South including the Pacific Highway South Intersection		

JUSTIFICATION:

The need for capacity increases, pedestrian, bicycle and transit facilities along South 216th Street is identified in the City's Comprehensive Transportation Plan and the Six Year Transportation Improvement Plan. South 216th Street has numerous retail and multi-family developments that generate pedestrian and bicycle traffic along the shoulder of the road. Pedestrians use this route to access bus stops, city buildings, and the Pacific Highway Corridor. Given the eventual development of the Des Moines Creek Business Park and other potential developments, additional capacity improvements will be needed to maintain concurrency and support development activity. With pending development in the immediate area, planning and design for the South 216th Street corridor cannot be delayed. Design is funded by a PWTF loan. The City will need to secure "outside" funding sources for right of way acquisition and construction.

A 30% design report (Transportation Gateway Project) was completed in December 2009. The report includes design recommendations for Segment 1, I-5 to 24th Avenue S., described in the 2009 capital budget. Given the lack of foreseeable funding to replace and expand the I-5 overcrossing to 4 lanes, staging is recommended to transition the S. 216th St roadway, bicycle lanes and sidewalk back to the current 3 lane configuration east of 29th Avenue S. Segment 1-B, I-5 to Pacific Highway S., will remain a capital improvement in the long range plan awaiting SR509 funding to replace and widen the I-5 bridge overpass.

SCOPE OF WORK:

An 85% design level estimate of probable right-of-way and construction costs are included herein for Segment 1A. The project includes the following improvements: installation of curbs, gutters and sidewalks on both sides of the street, bicycle lanes, transit stop improvements, planters, widening the road with asphalt pavement to four lanes with a center left turn lane and U-turn pockets at Pacific Highway S., improvements to the existing closed drainage system, pedestrian and street lighting, and undergrounding of overhead communication and electrical distribution wires. The scope includes engineering, environmental analysis, permit documents, and preparation of final plans, specifications and cost estimates by a consultant scheduled to be completed by March, 2011. A right of way plan will be adopted, however, right of way acquisition procedures and construction will not be initiated until outside sources of funding can be secured.



2013 - 2018 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY Transportation
PROGRAM Des Moines Transportation Gateway
PROJECT South 216th Street Improvement - Segment 2

PROJECT NO. 319.333
Project Type: Capacity
Council Goals met: 1, 2, 3
Council Objectives met:
Project Status Adopted

LOCATION 18th Avenue South to 24th Avenue South

DESCRIPTION: Widen Roadway to 5 lanes and provide a continuous center turn lane, bike lanes, transit stops, curb, gutter, planters and sidewalks, and a new signalized intersection at 20th Avenue S.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	FY 08 Act	FY 09 Act	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ 149,117	\$ 972	\$ 16,027	\$ 17,118	\$ 26,727	\$ 28,273	\$ 28,273	\$ 60,000					
CIP PROJ MANAGEMENT	25,000					10,000	10,000	15,000					
DESIGN / ENGINEERING	755,988	9,471	191,017	284,506	148,237	57,757	57,757	65,000					
LAND	75,572					41,069	41,069						
LAND - Port of Seattle	254,964				254,964								
LAND - WSDOT (Portion of Seg. 1)	816,000					816,000	816,000						
ROW SERVICES	67,031			12,275	22,109	32,647	32,647						
IMPROVEMENTS	4,827,837		22,470			-	2,821,257	4,805,367					
Alt. Improvements (TIB App.)	-					-	540,000	-					
INSPECTION	650,000					-	504,000	650,000					
CONTINGENCY	578,674					53,674	253,674	525,000					
Underground PSE Utilities	127,825					-	70,490	127,825					
PSE Sch. 74 Coinstruction Agreement	200,000							200,000					
Comcast	75,472					-	35,885	75,472					
CenturyLink (Qwest)	88,481					-	40,510	88,481					
Highline Water District	242,789					-	15,000	242,789					
TOTAL	\$ 8,934,750	\$ 10,443	\$ 229,514	\$ 313,899	\$ 486,540	\$ 1,039,420	\$ 5,266,562	\$ 6,854,934					

FUNDING SOURCES	TOTAL*	FY 08 Act	FY 09 Act	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
PWTF Loan (confirmed)	\$ 345,000	\$ -	\$ 108,750	\$ -	\$ 236,250	\$ -	\$ -	\$ -					
TRAFFIC IMPACT FEES	20,000					-	10,000	20,000					
POS D.A. FEES (Confirmed)	2,500,000					-	2,000,000	2,500,000					
POS ROW Agreement	254,964				254,964								
LAND - WSDOT (Portion of Seg. 1)	816,000					816,000	816,000						
TIB (Confirmed)	4,000,000					-	1,660,000	4,000,000					
Alt. TIB (Unconfirmed)	-					-	540,000	-					
2008 Bond Proceeds	430,597			309,000		121,597	121,597	-					
King County Metro	20,000							20,000					
Comcast	198,977					-	55,235	198,977					
CenturyLink (Qwest)	62,689					-	40,510	62,689					
Highline Water District	267,789					-	15,000	267,789					
Arterial Street Fund	10,443	10,443											
Transportation CIP Fund	8,291		120,764	4,899	(4,674)	101,823	8,220	(214,521)					
TOTAL	\$ 8,934,750	\$ 10,443	\$ 229,514	\$ 313,899	\$ 486,540	\$ 1,039,420	\$ 5,266,562	\$ 6,854,934					

*Excludes FY 12 Amd



2013 - 2018 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.333
PROGRAM	Des Moines Transportation Gateway	Project Type:	Capacity
PROJECT	South 216th Street Improvement - Segment 2	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	Adopted
LOCATION	18th Avenue South to 24th Avenue South		

JUSTIFICATION:

The need for pedestrian and bicycle facilities along South 216th Street is identified in the City's Comprehensive Transportation Plan and the Six Year Transportation Improvement Plan. South 216th Street has numerous multi-family developments, a post office, a senior center, a park and light manufacturing facilities that generate pedestrian and bicycle traffic along the shoulder of the road. Pedestrians use this route to access bus stops, city buildings, and the Pacific Highway Corridor. Roadway widening is needed to increase capacity as well as develop a complete street serving vehicles pedestrians, bicycles and transit.

Improvements will be needed to support the eventual development of the Des Moines Creek Business Park and other potential developments. These improvements include but are not limited to frontage improvements and access improvements consisting of traffic signal control at the intersection of 20th Avenue South and South 216th Street. It is anticipated that in-lieu fees will be collected for these development related improvements. The in-lieu fees indicated should be considered a place holder, and the actual in-lieu fee amount is subject to change as determined during plan review. Improvements of the 24th Avenue S. intersection are included in the 24th Avenue S project: S. 216th St to S. 208th St. The design accommodates a planned transition of the roadway to a 3 lane section east of 20th Avenue S.

With pending developments in the immediate area, planning and design for the South 216th St. corridor cannot be delayed. The City secured a PWTF planning loan to design improvements to this corridor. Final design will be completed in 2011 and efforts to clear right of way needed for construction of improvements will continue through 2001. Construction will await funding commitments from other sources.

SCOPE OF WORK:

This project includes design, environmental analysis, permit documents, and preparation of plans, specifications and estimates by a consultant. It also includes the acquisition of needed right-of-way or easements. The design report prepared in 2009 ("Transportation Gateway Project") contains a preliminary estimate of probable costs (2009\$'s) presented herein. Final design will include the engineer's final cost estimate. The project includes construction by a contractor of the following improvements: installation of curbs, gutters and sidewalks on both sides of the street, bicycle lanes, transit stop improvements, widening the road with asphalt pavement to four lanes with a center left turn lane, improvements to the existing open and closed drainage system, pedestrian and street lighting, installation of planters and undergrounding of overhead wires. Construction engineering and inspection will be done by a consultant. Work to begin acquiring right of way will begin in 2010 and continue through 2011. Construction of this project is anticipated to occur between the year 2012 & 2013, but could be expedited depending on the build out of the business park.



2013 - 2018 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.205
PROJECT	16th Avenue South Improvement - Segment 5A	Project Type:	Improvement
LOCATION	South 272nd Street to approximately 1000 feet south of South 272nd Street	Council Goals met:	2
DESCRIPTION:	Install curbs, gutters, sidewalks, enclosed drainage system, and bike lanes along both sides of the street. Improve the existing lighting, and install left turn lanes.		
		Council Objectives met:	
		Project Status	Adopted

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ 76,500			\$ 17,500	\$ 17,500	\$ 5,000	\$ 16,500	\$ 12,500	\$ 15,000	\$ 10,000	
CIP PROJECT MGMNT	4,939					1,339	1,100	1,250	1,250		
DESIGN / ENGINEERING	215,000			10,000	10,000	95,000	110,000				
LAND	40,000							40,000			
BUILDINGS	-										
IMPROVEMENTS	910,000								600,000	310,000	
INSPECTION	45,000								25,000	20,000	
CONTINGENCY	100,000								65,000	35,000	
OTHER	-										
TOTAL	\$ 1,391,439			\$ 27,500	\$ 27,500	\$ 101,339	\$ 127,600	\$ 53,750	\$ 706,250	\$ 375,000	\$ -

FUNDING SOURCES	TOTAL	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
TRAFFIC IMPACT FEES	\$ 50,600			\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 20,600	\$ 25,000	
IN-LIEU FEES (unconfirmed)	562,000			-	-	-	127,600	48,750	385,650		
In-Lieu Ashton (Received)	128,839			27,500	27,500	101,339	-				
TIB (Unconfirmed)	650,000								300,000	350,000	
Transportation CIP Fund	-								-	-	
TOTAL	\$ 1,391,439			\$ 27,500	\$ 27,500	\$ 101,339	\$ 127,600	\$ 53,750	\$ 706,250	\$ 375,000	\$ -

*Excludes FY 12 Amd



2013 - 2018 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.205
PROJECT	16th Avenue South Improvement - Segment 5A	Project Type:	Improvement
		Council Goals met:	2
		Council Objectives met:	
LOCATION	South 272nd Street to approximately 1000 feet south of South 272nd Street	Project Status	Adopted

JUSTIFICATION:

The need for pedestrian facilities along 16th Avenue South is identified in the City's Comprehensive Transportation Plan and the Six Year Transportation Improvement Plan. The 16th Avenue South corridor has numerous single-family developments that generate pedestrian traffic along the shoulder of the road. This corridor is used to access schools, parks, churches and shopping areas. 16th Avenue is currently classified as a principal arterial and is identified as a pedestrian walkway route. Future growth along this important corridor will highlight the need for separated pedestrian facilities. This project also improves mobility and safety by adding left turn lanes and improving street lighting.

The costs indicated in this worksheet reflect overhead utilities. Undergrounding of existing utilities would increase the cost dramatically. This project will be coordinated with Segment 5B

SCOPE OF WORK:

This project includes consultant design and development of plans, specifications and estimates for the described work. It also includes the acquisition of any needed right-of-way or easements. Construction will be done by contractor and will include installation of curbs, gutters, sidewalks, planters, enclosed drainage system, retaining walls, a left turn lane, and bicycle lanes. Construction engineering and inspection will be provided by a consultant.



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.345
PROJECT	Barnes Creek Trail/ SR 509 Right-of-Way Acquisition	Project Type:	
		Council Goals met:	2, 4, 5, 10
		Council Objectives met:	
		Project Status	Design

LOCATION	SR 509 Right-of-Way from South 216th Street to Kent Des Moines Road
DESCRIPTION:	Based on the results of the SR 509 highest and best use study, work with the WSDOT to acquire the right of way. The cost to acquire the property is not included in this project.

EXPENDITURE SCHEDULE											
COST ELEMENTS	TOTAL	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ 99,446	\$ 16,289	\$ 3,157	\$ 20,000	\$ 46,843	\$ 30,000	\$ 30,000				
CIP PROJ MANAGEMENT	-										
DESIGN / ENGINEERING	305,000			55,000	45,000	200,000	50,000				
SURVEYS/APPRAISALS/CULTURAL RESOURCES	200,000			50,000	50,000	150,000					
LAND	600,000				675,000	600,000					
LAND - WSDOT (Portion of Seg. 1)	1,360,000			1,360,000	1,360,000						
BUILDINGS	-										
IMPROVEMENTS	2,750,000							2,000,000	750,000		
INSPECTION	-										
CONTINGENCY	-										
OTHER - WSDOT, etc	15,000			15,000	30,000						
TOTAL	\$ 5,329,446	\$ 16,289	\$ 3,157	\$ 1,500,000	\$ 2,206,843	\$ 980,000	\$ 80,000	\$ 2,000,000	\$ 750,000		

FUNDING SOURCES	TOTAL	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
Transportation CIP Fund	\$ 17,412	\$ 16,289	\$ (96,843)	\$ 96,843	\$ 96,843	\$ 1,123	\$ -				
RCO (unconfirmed)	-				-	-					
LAND - WSDOT (Portion of Seg. 1)	1,360,000			1,360,000	1,360,000						
King County Conservation Grant 2010 (Confirmed)	472,034			-	500,000	472,034					
King County Conservation Grant 2011 (Confirmed)	50,000			43,157	50,000	6,843					
King County Conservation Grant (Unconfirmed)	-										
King County Trail Levy (Confirmed trail)	300,000		100,000	-	200,000	200,000					
CMAQ-Design (Confirmed)	380,000					300,000	80,000				
CMAQ-Construction (Unconfirmed)	2,750,000							2,000,000	750,000		
TOTAL	\$ 5,329,446	\$ 16,289	\$ 3,157	\$ 1,500,000	\$ 2,206,843	\$ 980,000	\$ 80,000	\$ 2,000,000	\$ 750,000		

*Excludes FY 12 Amd



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.345
PROJECT	Barnes Creek Trail/ SR 509 Right-of-Way Acquisition	Project Type:	
		Council Goals met:	2, 4, 5, 10
		Council Objectives met:	
		Project Status	Design
LOCATION	SR 509 Right-of-Way from South 216th Street to Kent Des Moines Road		

JUSTIFICATION: The need for extension of roadways, the Barnes Creek Trail, storm water improvements and other public facilities along the Historic SR509 right of way between Kent Des Moines Road and S. 216th Street is identified in the City of Des Moines Comprehensive Transportation Plan, 2009 and the City of Des Moines Highest and Best Use Analysis of the Historic SR 509 Corridor, 2009. The analysis divided the corridor into three segments assessing the City's future needs. This right of way is owned by the Washington State Department of Transportation. The City made a request for this right of way in April, 2009 and was advised by Washington State Secretary of Transportation of the application process required to secure these rights of way.

SCOPE OF WORK: This project includes development of one or more applications to secure said right of way including justification. The justification will identify those elements that clearly serve roadway purposes, definition of the trail footprint area and identification of the public uses. Staff will develop a consultant scope(s) of work to assist the City in preparing application(s) as well as negotiate with the State Department of Transportation to surplus or secure the City's interest in this corridor. While the right of way may be dedicated without fee for highway purposes; trails and other public purposes that are not deemed to directly benefit drivers may require a fee or leasehold agreement(s). Recommendations for acceptance of right of way will be presented to Council following the application and negotiation process.



2013 - 2018 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.603
PROJECT	Traffic Safety Program	Project Type:	Improve
LOCATION	Citywide	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	New

DESCRIPTION: This program provides for the construction of various citywide roadway safety-related capital improvements as identified through engineering analysis.

EXPENDITURE SCHEDULE										
COST ELEMENTS	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
North Hill Elementary SRTS	\$ 120,000		\$ -	\$ -	\$ 94,000	\$ 26,000	\$ -	\$ -	\$ -	\$ -
Midway Elementary SRTS	103,000		-	-	94,000	9,000	-	-	-	-
MVD & S. 240th RAB	140,795		-	-	-	50,000	90,795	-	-	-
MVD Crosswalk Improvements	415,000		55,000	-	100,000	130,000	130,000	-	-	-
DMMD and 200th	-						-	-		
Driver Feedback Signs	-					-	-	-	-	-
S. 268th St. Sidewalks	500,000					-	-	100,000	200,000	200,000
	-									
	-									
TOTAL	\$ 1,278,795		\$ 55,000	\$ -	\$ 288,000	\$ 215,000	\$ 220,795	\$ 100,000	\$ 200,000	\$ 200,000

FUNDING SOURCES	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ASE Program	\$ 1,460,000		\$ 200,000	\$ 300,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000
WTSC Grant (Unconfirmed)	-		-	7,500		-		-		
	-									
	-									
TOTAL	\$ 1,460,000		\$ 200,000	\$ 307,500	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000

RESERVED BALANCE	838,820		\$ 145,000	\$ -	\$ 67,000	\$ 62,000	\$ 51,205	\$ 161,205	\$ 171,205	\$ 181,205
------------------	---------	--	------------	------	-----------	-----------	-----------	------------	------------	------------

*Excludes FY 12 Amd



2013 - 2018 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.603
PROJECT	Traffic Safety Program	Project Type:	Improve
LOCATION	Citywide	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	New

JUSTIFICATION: Roadway safety needs are identified through engineering analysis and investigation by the Transportation Division. This program provides for the construction of spot safety improvements within a relatively short response time. Examples of the types of projects that are indicative of this program are pedestrian crosswalk improvements, radar speed signs, school zone flashing beacons, sidewalks in locations near schools. Other safety projects may also be considered.

The table below provides some initial potential safety project information.

Improvement Type	Description	Potential Locations	Cost
Crosswalk improvements	Improve mid-block crosswalk safety by adding overhead signing/lighting/ped actuated flashing beacons	MVD/S. 219th MVD/S. 220th St MVD/S. 226th St.	\$50,000 - \$60,000 per location
Driver speed feedback signs	Permanent radar speed signs which show vehicle speed along with the posted speed limit	Redondo Beach Dr Redondo Way S 20th Ave S	\$15,000 - \$20,000 per location
Sidewalk	Install sidewalks in missing sections consistent with the ultimate cross-section for desired roadway	S. 268th St - 16th Ave S to 19th Ave S 24th Ave S - S. 222nd St to S. 226th St S. 200th St - 8th Ave S to east City limits 11th Ave S - S. 219th St to S. 220th St	To Be Determined
School Zone Flashing Beacons	Install flashing beacons within school zones per engineering analysis	To Be Determined	\$20,000 - \$50,000 per school zone.
Other	As determined by engineering analysis	To Be Determined	To Be Determined

SCOPE OF WORK: Design and prepare plans for, and construct and inspect projects for the installation of traffic safety improvement projects. Design and construction may be prepared by City staff, interlocal agreement with another local agency or county government, or by consultant, depending on staff availability and the complexity of the installation.



2013 - 2018 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.602
PROJECT	North Hill Elementary School - Safe Routes to School	Project Type:	Improvement
LOCATION	8th Ave. S. - South 19800 block and South 194th Street	Council Goals met:	
DESCRIPTION:	Install sidewalk, widened shoulder, flashing beacons and sign assembly's for school zone.	Council Objectives met:	
		Project Status	

EXPENDITURE SCHEDULE										
COST ELEMENTS	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ -									
CIP PROJ MANAGEMENT	19,000				19,000					
DESIGN / ENGINEERING	60,000				60,000					
LAND	15,000				15,000					
BUILDINGS	-									
IMPROVEMENTS	280,000				-	280,000				
INSPECTION	-									
CONTINGENCY	25,000				-	25,000				
UTILITY UNDERGROUNDING	-									
OTHER - PERMIT	-									
TOTAL	\$ 399,000				\$ 94,000	\$ 305,000				

FUNDING SOURCES	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
WSDOT SRTS Grant (Unconfirmed)	\$ 279,000				\$ -	\$ 279,000				
Traffic Safety Program	120,000				94,000	26,000				
	-									
TOTAL	\$ 399,000				\$ 94,000	\$ 305,000				



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.602
PROJECT	North Hill Elementary School - Safe Routes to School	Project Type:	Improvement
LOCATION	8th Ave. S. - South 19800 block and South 194th Street	Council Goals met:	
		Council Objectives met:	
		Project Status	

JUSTIFICATION:

North Hill Elementary is located on 8th Avenue South which is classified as collector arterial. 8th Avenue South is a two-lane roadway with 10.5 foot travel lanes, narrow shoulders, and open drainage on both sides of the street. Students who live on the east side of 8th Ave South currently have to travel along the narrow shoulder adjacent to the open ditch and/or cross at a marked crosswalk that is not provided a crossing guard. There are two sections of existing sidewalk, one on each side in the vicinity of the school. Both of these installations were installed as developer frontage improvements. During afternoon school pick-up times, there is significant congestion created by parents waiting to pick up students. So much so that queues form for both northbound and southbound 8th Ave South at the school driveway. Operational concerns, such as vehicles passing on the shoulder, has occurred northbound. The City recently installed a sign to discourage this.

SCOPE OF WORK:

The project involves in-house design using existing City staff in the development of plans, specifications, and estimates for the described work.



2013 - 2018 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.602
PROJECT	Midway Elementary - Safe Routes to School	Project Type:	Improvement
LOCATION	24th Ave. S. between South 224th St. and South 226th St.	Council Goals met:	_____
DESCRIPTION:	Install sidewalk, widened shoulders, overhead school crossing sign for school crossing.	Council Objectives met:	_____
		Project Status	_____

EXPENDITURE SCHEDULE										
COST ELEMENTS	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ -				\$ -	\$ -				
CIP PROJ MANAGEMENT	19,000				19,000					
DESIGN / ENGINEERING	-									
LAND	15,000				15,000					
BUILDINGS	60,000				60,000					
IMPROVEMENTS	396,000					396,000				
INSPECTION	-									
CONTINGENCY	25,000					25,000				
UTILITY UNDERGROUNDING	-									
OTHER - PERMIT	-									
TOTAL	\$ 515,000				\$ 94,000	\$ 421,000				

FUNDING SOURCES	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
WSDOT SRTS Grant (Unconfirmed)	\$ 412,000				\$ -	\$ 412,000				
Traffic Safety Program	103,000				94,000	9,000				
	-									
TOTAL	\$ 515,000				\$ 94,000	\$ 421,000				



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.602
PROJECT	Midway Elementary - Safe Routes to School	Project Type:	Improvement
LOCATION	24th Ave. S. between South 224th St. and South 226th St.	Council Goals met:	
		Council Objectives met:	
		Project Status	

JUSTIFICATION: Midway Elementary is located on 24th Avenue South which is classified as collector arterial (Federal Aide Route # 1057). 24th Avenue South is a two-lane roadway with 11 foot travel lanes, ADT of roughly 6,200, and generally consists of narrow shoulders and open drainage on both sides of the street. There is some sidewalk on the west side of 24th Ave South along the school frontage which matches into older existing sidewalk to the north and the south. School children that live on the north and south sides of S. 224th Street east of 24th Ave South currently use the narrow shoulder on the east side of 24th Ave South adjacent to the deep open drainage ditches in order to access the marked school crosswalk. There is an existing Metro bus stop on the east side of 24th Ave S just north of S. 226th St. There are two marked school crosswalks (one at S. 226th St and one mid-block near the school entrance). The school provides crossing guards during arrival and dismissal times.

SCOPE OF WORK: The project involves in-house design using existing City staff in the development of plans, specifications, and estimates for the described work.



2013 - 2018 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	
PROJECT	Marine View Drive and S. 240th Street Roundabout	Project Type:	Improvement
LOCATION	Marine View Drive and South 240th Street Intersection	Council Goals met:	
DESCRIPTION:	Realign intersection and install Roundabout	Council Objectives met:	
		Project Status	

EXPENDITURE SCHEDULE										
COST ELEMENTS	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ -				\$ -	\$ -	\$ -			
CIP PROJ MANAGEMENT	-									
DESIGN / ENGINEERING	152,398				152,398	-				
LAND	106,440				106,440	-				
BUILDINGS	-									
IMPROVEMENTS	1,122,959					898,370	224,589			
INSPECTION	174,370					139,500	34,870			
CONTINGENCY	-									
UTILITY UNDERGROUNDING	-									
OTHER - PERMIT	-									
TOTAL	\$ 1,556,167				\$ 258,838	\$ 1,037,870	\$ 259,459			

FUNDING SOURCES	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
TIB	\$ 1,011,509				\$ 168,245	\$ 674,600	\$ 168,664			
Traffic Safety Program	140,795				-	50,000	90,795			
Traffic Impact Fees	353,863				90,593	263,270				
Masonic Retirement Center	50,000					50,000				
Transportation CIP Fund	-				-					
TOTAL	\$ 1,556,167				\$ 258,838	\$ 1,037,870	\$ 259,459			



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	
PROJECT	Marine View Drive and S. 240th Street Roundabout	Project Type:	<u>Improvement</u>
LOCATION	Marine View Drive and South 240th Street Intersection	Council Goals met:	
		Council Objectives met:	
		Project Status	

JUSTIFICATION:

The project will install a modern round-a-bout at this intersection which will reduce crash severity for all users, allowing safer mergers into circulating traffic, and provide more perception time for all users due to the lower vehicle speeds. There will be fewer overall conflict points and no left-turn conflicts. An environmental benefit minimizes delays with infrequent stops being required during off-peak periods. The improvement will provide an opportunity for pedestrian crossings of Marine View Drive under slower vehicle speed conditions. The circular island provides an opportunity for landscaping and/or gateway feature to enhance the community.

SCOPE OF WORK:

The project involves in-house design using existing City staff in the development of plans, specifications, and estimates for the described work.



2013 - 2018 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	
PROJECT	Marine View Drive Crosswalk Improvements	Project Type:	<u>Improvement</u>
LOCATION	Marine View Drive in the Downtown	Council Goals met:	
DESCRIPTION:	Install signing and Rectangular Rapid Flashing Beacons and overhead crossing signs.	Council Objectives met:	
		Project Status	

EXPENDITURE SCHEDULE										
COST ELEMENTS	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ 20,000		\$ 20,000		\$ -	\$ -	\$ -			
CIP PROJ MANAGEMENT	-									
DESIGN / ENGINEERING	35,000		35,000							
LAND	-									
BUILDINGS	-									
IMPROVEMENTS	350,000				100,000	125,000	125,000			
INSPECTION	50,000				10,000	20,000	20,000			
CONTINGENCY	50,000				10,000	20,000	20,000			
UTILITY UNDERGROUNDING	-									
OTHER - PERMIT	-									
TOTAL	\$ 505,000		\$ 55,000	\$ -	\$ 120,000	\$ 165,000	\$ 165,000			

FUNDING SOURCES	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
Traffic Safety Program	\$ 415,000		\$ 55,000		\$ 100,000	\$ 130,000	\$ 130,000			
Transportation CIP Fund	90,000				20,000	35,000	35,000			
TOTAL	\$ 505,000		\$ 55,000	\$ -	\$ 120,000	\$ 165,000	\$ 165,000			



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	
PROJECT	Marine View Drive Crosswalk Improvements	Project Type:	<u>Improvement</u>
LOCATION	Marine View Drive in the Downtown	Council Goals met:	
		Council Objectives met:	
		Project Status	

JUSTIFICATION:

The existing unsignalized crosswalks on Marine View Drive would be enhanced with pedestrian actuated flashers. National studies have shown vehicle yield compliance increases to above 80% when actuated flashing warning lights are used. The City has received concerns that vehicles

yielding to pedestrians in the crosswalks is too low.

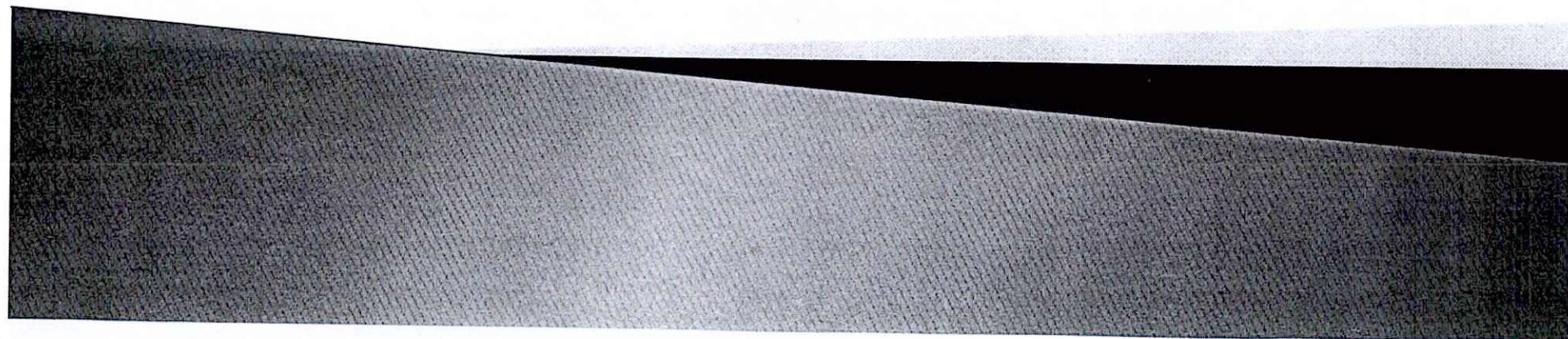
SCOPE OF WORK:

The project involves in-house design using existing City staff in the development of plans, specifications, and estimates for the described work.



Des Moines / Normandy Park Senior Activity Center

Senior Services Advisory Committee
2012 Update



2012 City of Des Moines Senior Services Advisory Committee

- Front row: Rita Lambert, Florence McMullin, Sue Padden, Vella Perry
- Back row: Council Member Dan Caldwell, Jill Martin, Victor Anderson & John McEvoy



2012 Update

‣ A typical week at Des Moines Activity Center:

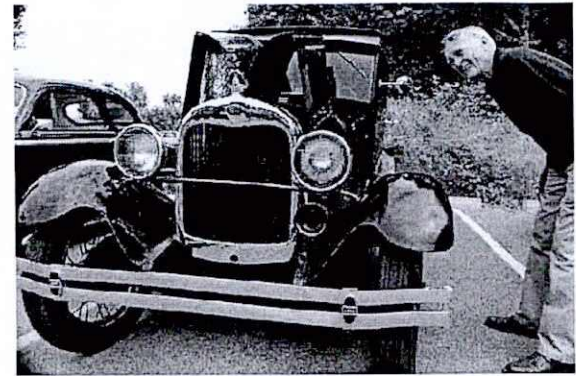
- 278 nutritional lunches served.
- 18 deliveries of Meals on Wheels to homebound seniors.
- 3 health services (foot care, blood pressure, dental van).
- 6 classes (recreational & educational).
- 12 drop in activities (cards, Wii games, art, exercise, kigong, etc.)
- 1-2 seasonal sports (softball, volleyball, Wii bowling, golf).
- 1 day trip.
- 65 one way trips, 209 miles of Senior Shuttle transportation.
- 400 hours of volunteer support for programs & services.
- 7 fitness classes.
- 1 Blueprint for Living workshop.
- 1 golf or horticulture outing.
- 8 loans of medical lending equipment.
- 3 information & assistance program(legal, counseling & insurance)

2012 Committee Goals

- ▶ 1. Encourage crosswalk & sidewalk safety improvements for the community.
- ▶ 2. Continue legislative outreach with local, county, and state officials.
- ▶ 3. Continue to promote safe disposal of prescription drugs.
- ▶ 4. Encourage Advisory Committee Awareness in the community.
- ▶ 5. Continue to work with the City of Normandy Park for senior programs and services.

Committee Focus

- Promote life long learning.
- Support aging in place.
- Encourage & appreciate quality of life.



Committee Focus

- Focus on committee projects which encourage seniors to interact with family, friends and neighbors and be active in community projects, interest groups, and intergenerational activities.....in other words, DECREASE SOCIAL ISOLATION, INCREASE QUALITY OF LIFE.
- From a recent community survey: the Senior Center newsletter is the #1 resource and information piece used by our older adults.



2012 Committee Outcomes

Got Drugs?



**Saturday, September 29, 2012
Drug Take Back Day**

Des Moines Police Mobile Precinct @

**Bartell Drugs 9am-1pm
21615 Pacific Hwy South**

**Bartell Drugs 2pm-6pm
Redondo, 27055 Pac Hwy S
www.desmoineswa.gov/drugdisposal**

The Senior Services Advisory Committee continues to work closely with our Police Department to support and provide outreach about this program.

2012 Committee Outcomes

- ▶ Once a month, a member of the Senior Services Advisory Committee attends lunch at the activity center to meet face to face with participants and hear about their issues, concerns and questions.
- ▶ Through the Aging Your Way Outreach Committee– a community survey reported that 92% of our community were aware of our programs, activities and services for older adults.



2012 Committee Outcomes

- ▶ A spring survey asked for the following new programs:
An evening dinner outing– Meet to Eat began in August with a great response! Contest held to “name” the program.
Dance for Parkinson’s free movement classes :
 - ▶ continues in 2012 at the activity center.



- ▶ Senior Dance Committee requested more monthly dances:
 - ▶ There are 9 dances scheduled for 2013, thanks to a bequest from long time dancer, Ted Verwer.
This is 4 more dances than held in 2012.

2012 Community Partners

▶ Our Partners in Services:

- ▶ Wesley Homes–computer labs & events
- ▶ Catholic Community Services– nutrition program
- ▶ Group Health– Enhance Fitness
- ▶ Senior Services– Transportation, SHIBA Insurance Assistance, Enhance Fitness, Senior Information & Assistance, Meals on Wheels
- ▶ AARP– Defensive Driving & Income Tax Assistance
- ▶ METRO– Senior Transportation
- ▶ Judson Park–classroom space & special events
- ▶ Des Moines Legacy Foundation–funding
- ▶ Normandy Park Senior Living, Village Green
- ▶ ComfortKeepers, State Farm Insurance, Daystar, El Dorado West–special event sponsors
- ▶ Normandy Park Cove– classroom space



JOIN US!

SPAGHETTI NIGHT

**FRIDAY, OCTOBER 5TH
5-7PM**

**Des Moines Activity Center
Sponsored by Normandy Park
Senior Living**



\$10 Adults \$5 children
\$20 Family (2adults+ 2 children under 12)

**Proceeds benefit Des Moines Activity
Center programs and services**