

AGENDA

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

July 25, 2013 - 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

- LIBRARY ADVISORY BOARD UPDATE
- PROP 1 STREET PAVING BALLOT PROPOSITION STATUS REPORT

CONSENT CALENDAR

Page 1 Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes of the June 27 and July 11, 2013 City Council Meetings.

Page 13 Item 2: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers included in the attached list and further described as follows:
Claim checks: \$1,673,195.64
Payroll fund transfers: \$874,197.67
Total certified Wire Transfers, Voids, A/P & Payroll vouchers: \$2,547,393.31

- Page 15 Item 3: CONTRACT AWARD FOR MARINE VIEW DRIVE
CROSSWALK ENHANCEMENTS
Motion is to approve the Public Works Contract with West Coast Signal, Inc for the Marine View Drive Rectangular Rapid Flashing Beacon (RRFB) Crosswalk Improvements, in the amount of \$87,153.39, authorize a project contingency in the amount of \$9,000, and authorize the City Manager to sign said contract substantially in the form as submitted.
- Page 51 Item 4: SALTWATER STATE PARK BRIDGE: SEISMIC
RETROFIT DESIGN TASK ORDER ASSIGNMENT
Motion 1 is to approve the Task Order Assignment for the engineering and design work associated with seismic retrofit and structural repairs on the Saltwater Park Bridge, with Exeltech Consulting, Inc. in the amount of \$543,546.99, authorize a design contingency in the amount of \$50,000, and further authorize the City Manager to sign the Task Order Assignment substantially in the form as submitted.
- Motion 2 is to direct Administration to propose CIP budget amendments reallocating funds between Transportation CIP project budgets as necessary to cover additional project costs.
- Page 105 Item 5: CONSULTANT CONTRACT AMENDMENT:
TRANSPORTATION PROJECT MANAGER – LEN
MADSEN
Motion is to approve Amendment 5 to the Contract with Leonard D. Madsen, continuing professional project management services for the Transportation Gateway Project through December 31, 2013 for an additional \$33,000 with a total not to exceed \$66,000 for 2013, and authorize the City Manager to sign the contract amendment substantially in the form submitted.
- Page 119 Item 6: SEAMAR DEVELOPMENT-CORRECTION OF
SCRIVENER’S ERROR IN PRIOR ORDINANCE
Motion is to enact Draft Ordinance 13-173 amending Ordinance No. 1521 to correct the legal description of Yukon Street.

Page 131 Item 7: 2013 4CULTURE GRANTS
First Motion is to ratify and confirm the contract between the City of Des Moines and 4Culture for 2013 Arts Sustained Support in the amount of \$7,500 for the City of Des Moines Arts Commission programs.

Second Motion is to accept the award from 4Culture for the 2013 Arts & Heritage Equipment Program in the amount of \$5,000 for a Portable Stage Ramp for ADA Accessibility, and to authorize the City Manager to sign a contract consistent with the terms of the award.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Page 153 Item 1: PUBLIC HEARING ON DRAFT ORDINANCE 13-011, SIGN CODE CHANGES
Staff Presentation Management Consultant Grant Fredricks and Community Development Manager Denise Lathrop

NEW BUSINESS

Page 219 Item 1: DRAFT ORDINANCE 13-118, MODIFICATION TO SHORT SUBDIVISION FRONTAGE IMPROVEMENT REQUIREMENTS
Staff Presentation Engineering Services Manager Brandon Carver

Page 231 Item 2: SURFACE WATER MANAGEMENT RATES
Staff Presentation SWM Utility Manager Loren Reinhold

NEXT MEETING DATE

August 3, 2013 City Council Retreat

ADJOURNMENT

MINUTES

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

June 27, 2013 - 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:02 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Pro Tem Pina.

ROLL CALL

Council present: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage, Bob Sheckler and Carmen Scott.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Commander Barry Sellers; Management Consultant Grant Fredricks; Harbormaster Joe Dusenbury; Assistant City Manager Lorri Ericson; Community Development Manager Denise Lathrop; City Clerk Bonnie Wilkins.

COMMENTS FROM THE PUBLIC

Andrea Payne – Representative of DAWN (Domestic Abuse Women's Network); Thanked Council for the funding they continue to receive. Andrea passed out statistics to Council.

Tony Hettler, Destination Des Moines – Invited Council and the Community to the Community Barbeque on July 3, 2013 in the Des Moines Beach Park.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Scott:

- Municipal Facilities Committee Meeting:
 - Redondo camera security system up and running.
 - Controlled gates to be installed on the stairway between condo's on 6th Avenue.
 - Work being done on the Redondo docks.
- Farmers Market:
 - Gorgeous weather, over 4,000 people and 70 vendors each week.
 - 10:00 a.m. to 2:00 p.m. every Saturday through October 26.
 - Expanded the information booth, free handouts each week on current and up-coming events.
- Summer Events:
 - Music in the Park, Starting July 10.
 - Shakespeare in the Park.

Councilmember Sheckler:
No Report

Councilmember Burrage:

- South County Transportation Board:
 - New Agreement between all the Cities and King County.
 - Who should vote/be included on board.
 - Proposal to change meeting time; currently Tuesday @ 9:00 a.m. Proposed to Tuesday's @ 8:00 a.m. Change will take place in January, if passed.

Mayor Pro Tem Pina:

No Report

Councilmember Musser:

- Sound Cities Association Meeting:
 - Support the Draft Transportation Bill, approved today on a second vote.
 - To senate for review and approval.
 - Flood Control Funding:
 - Appointment of new committee members.
 - Announcement via e-mail.
 - Reminder: Kids out of school, please be aware.
 - Thanked Parks & Recreation, Camp KHAOS for providing a safe place for kids to go to during the summer.
- Washington Strong Man Competition in the Marina:
 - Thanked Marina Staff and Farmer's Market for coordinating event.

Councilmember Nutting:

- Thanked South King County Fire and first responders regarding Marina fire; and Marina staff on getting things up and running as much as possible.

PRESIDING OFFICER'S REPORT

RECOGNITION OF FORMER COUNCILMEMBER DAN CALDWELL

Council was unable to recognize former Councilmember Caldwell at this time due to illness.

- Thanked South King County Fire:
 - Fire at the Sea Fox Apartments.
 - Thanks to the Red Cross for their efforts.
 - Fire at the Marina.
 - Thanked the Marina Staff.
 - Thanked the Coast Guard.
- Classic Barbeque and the 4th of July at the Beach Park and Marina:
- Thanked Public Works for attending the Farmer's Market:
 - Booth and Equipment were out in front of the boat storage area.
 - Will be back at the Market on July 27th.
- Des Moines Yacht Club having their Mid-Summer Sailing Social on July 18th.
- Waterland on July 20th:
 - Wooden Boat Show.
 - Car Show.
 - Parade.
 - Still looking for Parade entries.

ADMINISTRATION REPORTS

- EMERGENCY DECLARATION FOR MARINA
 - Lorri Ericson & Joe Dusenbury updated Council on the Marina fire.
- PROPERTY CRIME UPDATE
 - Commander Sellers gave a brief power point presentation.

CONSENT CALENDAR

- Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers included in the attached list and further described as follows:
 Claim checks: \$1,786,454.08
 Payroll fund transfers: \$1,263,709.33
 Total certified Wire Transfers, Voids, A/P & Payroll vouchers: \$3,050,163.41
- Item 2: MAYORAL APPOINTMENT TO THE HUMAN SERVICES ADVISORY COMMITTEE
Motion is to confirm the Mayoral appointment of Patricio H. Mendoza to a two year term on the Human Services Advisory Committee, effective immediately and expiring on December 31, 2014.
- Item 3: DRAFT RESOLUTION NO. 13-119 RELATED TO NATIONAL PARKS AND RECREATION MONTH
Motion is to approve Draft Resolution No. 13-119 recognizing July as Parks and Recreation Month in Des Moines.
- Item 4: DRAFT RESOLUTION 13-011 SETTING A HEARING FOR SIGN CODE CHANGES
Motion is to adopt Draft Resolution No. 13-011 setting a public hearing on July 25, 2013 to consider Draft Ordinance 13-011 amending the Sign Code codified as Chapter 18.42 DMMC.
- Item 5: LED STREETLIGHT CONVERSION AGREEMENTS
Motion is to approve the Agreement with Intolight for the changeout of approximately 1,021 High Pressure Sodium (HPS) street lights to energy efficient Light Emitting Diode (LED) streetlights over the next 3 years, and the Agreements with Puget Sound Energy to receive grant funds over the next three years to offset the installation costs, and authorize the City Manager to sign the Agreements substantially in the form as submitted.
- Item 6: TRANSPORTATION GATEWAY PROJECT: S 216TH STREET SEGMENT 1A-PROJECT PARCEL 19 RIGHT-OF-WAY PARCEL #215640-0301-06 LURIA PACIFIC NORTH WEST LLC
Motion is to accept the Quit Claim Deed for Parcel Number 215640-0301-06 from Luria Pacific North West LLC, to remedy a scrivener's error of approximately 207 square feet of property used for roadway purposes by the City of Des Moines, without fee; authorize payment of administrative costs not to exceed \$2,000.00; and furthermore authorize the City Manager to sign and record the Quit Claim Deed substantially in the form as submitted and accept the deed on behalf of the City of Des Moines.

Direction/Action

Motion made by Mayor Pro Tem Pina to approve the consent agenda; seconded by Councilmember Musser.
The motion passed 7-0

OLD BUSINESS

Item 1:

LINK LIGHT RAIL ALTERNATIVES ANALYSIS CONCLUSIONS
Staff Presentation Management Consultant Grant Fredricks

Direction/Action

Motion made by Councilmember Sheckler to approve the Draft EIS Scoping letter for the Federal Way Transit Extension, and authorize the Mayor to sign the letter on behalf of the City; seconded by Councilmember Musser.

Councilmember Burrage offered an amendment to the main motion to remove the second bullet on the letter regarding consideration of an alternative alignment if a stop or station is eventually provided in the vicinity of 216th; seconded by Mayor Kaplan.
The motion passed 7-0

Councilmember Musser proposed an amendment to move the last bullet point up in replacement of the bullet point that was removed in the previous amendment; agreeable to the maker of the original motion.

Councilmember Burrage offered a friendly amendment to add the words "South of 240th" to the end of the last sentence in bullet point #4; agreeable to the maker of the original motion and the maker of the amended motion.

Councilmember Burrage offered a friendly amendment to add positive comments to the Alignment Impacts attachment under SR99 alignment such as "View for riders" and adding two additional impacts under the SR509/I-5 alignment:

- If a stop at South 216th Street-the potential transit oriented development density and economic benefits that might be realized.
- If no stop at South 216th Street – evaluate the lost opportunity benefits if no transit oriented development at this node which serves a major population and employment center and low income residents.

Agreeable to the maker of the original motion and the maker of the amended motion.

The motion passed 7-0

At 8:26 p.m. Council took a break and resumed the meeting at 8:35 p.m.

- Item 2: DRAFT ORDINANCE AND RESOLUTION 13-085 SETTING HOURS FOR
MARINA PARKING LOT CLOSURES
Staff Presentation Harbormaster Joe Dusenbury

Direction/Action

Motion 1a made by Councilmember Sheckler to suspend Council Rule 26(a) in order to enact Draft Ordinance No. 13-085 on first reading; seconded by Councilmember Musser.
The motion passed 7-0

Motion 1b made by Councilmember Burrage to enact Draft Ordinance No. 13-085 extending the parking curfew from the North Marina Parking lot to the entire Marina floor and creating limited exemptions for City approved special event parking and patrons of Marina businesses; seconded by Councilmember Musser.
The motion passed 7-0

AND

Motion 2 made by Councilmember Sheckler to approve Draft Resolution No. 13-085 establishing a vehicle curfew between the hours of 10:00 p.m. and 5:00 a.m. on the Marina floor; seconded by Mayor Pro Tem Pina.
The motion passed 7-0

Mayor Kaplan read Draft Ordinance No. 13-085 and Resolution No. 13-085 into the record.

NEW BUSINESS

- Item 1: DRAFT ORDINANCE 13-104 UPDATING PARKING REGULATIONS
Staff Presentation Assistant City Manager Lorri Ericson

Direction/Action

First Motion made by Councilmember Sheckler to suspend Rule 26(a) in order to enact Draft Ordinance 13-104 on first reading; seconded by Councilmember Musser.
The motion passed 6-1

For: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting, Musser, Sheckler and Scott

Against: Councilmember Burrage

Second Motion made by Councilmember Burrage to enact Draft Ordinance 13-104 amending the parking code to update the regulation of oversized vehicles on City right of way and to increase minimum parking penalties from \$20 to \$50; seconded by Mayor Pro Tem Pina.
The motion passed 7-0

Mayor Kaplan read Ordinance No. 13-104 into the record.

- Item 2: DRAFT ORDINANCE 13-105, INTERNATIONAL PROPERTY MAINTENANCE CODE
Staff Presentation Assistant City Manager Lorri Ericson

Direction/Action

Motion 1a made by Mayor Pro Tem Pina to suspend City Council Rule 26(a), allowing adoption of Draft Ordinance No. 13-105 on first reading; seconded by Councilmember Musser.
The motion passed 7-0

Motion 1b made by Mayor Pro Tem Pina to pass Draft Ordinance No. 13-105 relating to the City's Buildings and Construction Code amending DMMC 14.08.150, the International Property Maintenance Code; seconded by Councilmember Musser.
The motion passed 7-0

At 8:48 p.m. Councilmember Sheckler left the meeting.

Mayor Kaplan read Draft Ordinance No. 13-105 into the record.

- Item 3: PROPOSED 2013 COMPREHENSIVE PLAN AMENDMENTS
Staff Presentation Community Development Manager Denise Lathrop

Community Development Manager Denise Lathrop gave a brief presentation to Council.

NEXT MEETING DATE

July 11, 2013 Regular City Council Meeting

ADJOURNMENT

Motion made by Mayor Pro Tem Pina to adjourn; seconded by Councilmember Musser.
The motion passed 7-0

The meeting was adjourned at 9:00 p.m.

Respectfully submitted,
Bonnie Wilkins
City Clerk

MINUTES

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

July 11, 2013 - 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 Councilmember Musser.

ROLL CALL

Council present: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage and Bob Sheckler.

Councilmember Scott was absent.

Mayor Pro Tem Pina made a motion to excuse Councilmember Scott; seconded by Councilmember Musser.

The motion passed 6-0

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Engineering Services Manager Brandon Carver; Civil Engineer 1 Tommy Owen; Harbormaster Joe Dusenbury; Assistant City Manager Lorri Ericson; City Clerk Bonnie Wilkins.

COMMENTS FROM THE PUBLIC

There were no comments from the public.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Scott:

No Report

Councilmember Sheckler:

- Received word that the EB5 Regional Center has been approved for the Artemis Hotel

Councilmember Burrage:

- Attended the Concert in the Park at the Des Moines Beach Park

Mayor Pro Tem Pina:

- Finance & Economic Development Committee Meeting:
 - Three finalists selected for the Marina Floor Development Project.
 - Municipal Facilities Committee to provide detail.
 - Artemis permit for clearing and grading.
 - Parking Code review.
 - Sign Code review.

- Attended Fireworks Over Des Moines on the 4th of July:
 - Councilmembers in attendance:
 - Carmen Scott
 - Jeremy Nutting
 - Melissa Musser
 - Judge Veronica Galvan
 - Thanked Powell Homes, Marina Tenants Association, Taco Time, Destination Des Moines, Des Moines Police, Des Moines Marina and Des Moines Parks & Recreation as well as numerous community volunteers.
 - Special thanks to the Bjorneby's for hosting all the elected officials.

Councilmember Musser:

- Municipal Facilities Committee
 - Review for RFQ from local developers for commercial development on the Marina floor.
 - Have narrowed it down to 3 finalists.
 - Asked finalists to come back for a question and answer session.
 - Date being worked on.
 - Was awarded the Heritage Grant from Washington State to complete the remediation and restoration for the Beach Park Dining Hall.
 - \$850,000, minus 3%, has been earmarked for project.

Councilmember Nutting:

- Met with the Senior Services Advisory Committee.
 - Brandon Carver and Scott Romano gave a 216th Street Project update.
 - Farmer's Market shuttle up and running, every other Saturday
 - Next meeting, July 12th @ 2:30 p.m.

PRESIDING OFFICER'S REPORT

- Attended the Community Barbeque in the Des Moines Beach Park on July 3, 2013.
- Environment Committee:
 - Federal Emergency Management Coastal Flood Maps.
 - Seeking public comment and comment from various agencies.
 - Reviewed SWM/CIP projects planned for 2013 and 2014.
- 216th Roadway Project:
 - Pipe to the west of the current phase being done has collapsed and a sinkhole needs to be repaired.
 - Out to bid shortly for that project.
 - SWM Rate Structure Study:
 - Reviewed 2 Ordinances, one directed by Council, one directed by Consultants.
 - Made a recommendation for Alternative A.
 - Discussion on the July 25 Council Meeting with adoption on August 8th.
- City Manager Tony Piasecki, Economic Development Manager Marion Yoshino and Mayor met with one of the two property owners of the QFC property.
 - Good conversation.
 - The two property owner's are beginning to talk to each other.
 - All parties envision a grocery store going in the space.

ADMINISTRATION REPORTS

- Thanked all City Staff for a fantastic job for the Community Barbeque and 4th of July.
- Parade on July 20th, Marine View Drive will be closed for several hours.
 - Notices have been posted.
 - Hours of closure are 5:00 p.m. to 8:00 p.m.
 - Councilmembers received invitation to be in the Parade.
 - Reception being held before the Parade at Landmark on the Sound.

EXECUTIVE SESSION

At 7:14 p.m. Council went in Executive Session to discuss potential litigation per RCW 42.30.110. The meeting was estimated to last 10 minutes. In attendance were Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting, Musser, Burrage and Sheckler. Staff in attendance were: City Manager Tony Piasecki; Assistant City Manager Lorri Ericson; City Attorney Pat Bosmans; Assistant City Attorney Tim George; Planning, Building and Public Works Director Dan Brewer and Community Development Manager Denise Lathrop.

The Executive Session adjourned at 7:18 p.m. No formal action was taken.

CONSENT CALENDAR

- Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes of the June 6, 2013 City Council Meeting.
- Item 2: SETTING NEW PUBLIC HEARING DATES FOR DRAFT ORDINANCE 13-086, PACIFIC RIDGE ZONE AND 13-108, PARKING CODE
Motion 1 is to adopt Draft Resolution No. 13-086-A superseding Resolution No. 1227 and setting a new public hearing on August 8, 2013 to consider Draft Ordinance 13-086 amending DMMC 18.31, Pacific Ridge Zone.
AND
Motion 2 is to adopt Draft Resolution No. 13-108-A superseding Resolution No. 1228 and setting a new public hearing on August 8, 2013 to consider Draft Ordinance 13-108, amending DMMC 18.44, Loading Areas and Off-Street Parking.
- Item 3: NATIONAL NIGHT OUT
Motion is to approve the Proclamation observing Tuesday, August 6, 2013 as National Night Out in the City of Des Moines.

- Item 4: IM RESIDENTIAL ADDITION – PROPOSED PROCESS FOR REVIEW BY HEARING EXAMINER
Motion is to delegate the SEPA Appeal decision and the Shoreline Conditional Use Permit decisions for the IM Residential Addition filed under LUA2012-0023 to the Hearing Examiner pursuant to DMMC 18.94.112(3).
Direction/Action
Motion made by Mayor Pro Tem Pina to approve the consent agenda; seconded by Councilmember Musser.
 The motion passed 6-0

PUBLIC HEARING/CONTINUED PUBLIC HEARING

- Item 1: TRANSPORTATION IMPROVEMENT PLAN (2014-2033)
 Staff Presentation: Engineering Services Manager
 Brandon Carver

Mayor Kaplan opened the Public Hearing at 7:25 p.m.

Engineering Services Manager Brandon Carver gave a brief power point presentation.

Mayor Kaplan asked 3 times if anyone wanted to comment on the transportation improvement plan.

Seeing none Mayor Kaplan asked Council if they had any questions.

Seeing none Mayor Kaplan closed the public hearing at 7:30 p.m.

Direction/Action

Motion made by Councilmember Sheckler to approve Draft Resolution No. 13-148 adopting the 2014-2033 Transportation Improvement Plan for the City of Des Moines; seconded by Councilmember Burrage.

Councilmember Musser offered a friendly amendment to move project proposed priority #34 to #17 on the TIP; acceptable to the maker and the seconder of the motion.

Councilmember Burrage offered a friendly amendment to move proposed priority #37 to proposed priority #18 on the TIP; acceptable to the maker and the seconder of the motion.
 The motion passed 6-0

Mayor Kaplan read Draft Resolution No. 13-148 into the record.

- Item 2: PUBLIC HEARING FOR SV2012-02: VACATION OF PUBLIC RIGHT-OF-WAY WITHIN CITY OF DES MOINES KNOWN AS THE EAST HALF OF 15TH AVENUE S AND ALLEY EAST THEREOF BETWEEN S 222ND STREET AND S 223RD STREET
 Staff Presentation: Civil Engineer 1 Tommy Owen

Mayor Kaplan opened the public hearing at 7:40 p.m.

Civil Engineer 1 Tommy Owen gave a power point presentation on the vacation of public right-of-way.

Mayor Kaplan asked 3 times is anyone wished to testify.

Mayor Kaplan swore in Harold Duncanson, 145 SW 155th Street #102, Burien WA 98166. He represents the Engineering firm and wanted to let Council know he is available for questions.

Mayor Kaplan asked 3 times if anyone wished to speak.

Seeing none Mayor Kaplan closed the Public Hearing at 7:46 p.m.

Direction/Action

Motion 1A made by Councilmember Musser to suspend City Council Rule 26(a) in order to enact Draft Ordinance No. 12-086 on first reading; seconded by Councilmember Sheckler
The motion passed 6-0

Motion 1B made by Councilmember Musser to enact Draft Ordinance No. 12-086 approving the vacation of certain portions of public rights-of-way specifically identified and legally described in Draft Ordinance Number 12-086; seconded by Councilmember Burrage.

Councilmember Burrage offered a friendly amendment to delete "or native growth protection" from Draft Ordinance No. 12-086, Sec. 1(3); acceptable to the maker of the motion.
The motion passed 6-0

Mayor Kaplan read Draft Ordinance No. 12-086 into record.

NEW BUSINESS

Item 1:

EMERGENCY RESOLUTION 13-155 ACCEPTING FINDINGS OF FACT THAT AN EMERGENCY EXISTED

Staff Presentation: Harbormaster Joe Dusenbury and
Assistant City Manager Lorri Ericson

Direction/Action

Motion made by Councilmember Sheckler to adopt Draft Resolution No. 13-155 to allow the waiver of competitive bidding requirements for contracts authorized by the City Manager pursuant to the June 24, 2013 Proclamation of Emergency pursuant to RCW 39.04.280; seconded by Mayor Pro Tem Pina.
The motion passed 6-0

Mayor Kaplan read Draft Resolution No. 13-155 into the record.

NEXT MEETING DATE

July 25, 2013 Regular City Council Meeting

Des Moines City Council Meeting
July 11, 2013

Page 6

ADJOURNMENT

Motion made by Councilmember Sheckler to adjourn; seconded by Mayor Pro Tem Pina
The motion passed 6-0

The meeting was adjourned at 8:07 p.m.

Respectfully submitted,
Bonnie Wilkins
City Clerk

CITY OF DES MOINES
Voucher Certification Approval
25-Jul-13

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 July 25, 2013 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		136461	-	136704	244	1,660,461.39
Electronic Wire Transfers	2	DEPT OF REVENUE				15,391.31
Subtotal for this Council Packet						1,675,852.70
Voided Claim Checks this check run:		136469/136500/136619			3	(2,657.06)
Voided Claim Checks from previous check runs						0.00
Total Claims/Wire Transfers/Voids					249	1,673,195.64

Payroll Vouchers:	DISBURSED 07/05/13					Amounts
Payroll Checks	18235	-	18251	=	17	17,237.68
Direct Deposit	270001	-	270152	=	152	276,486.81
Payroll Taxes						63,210.26
Wage/Garnishments						744.07
Voids					0	0.00
Electronic Wire Transfers						86,341.20
ICMA 401 Forfeitures						0.00
Total Claims						444,020.02

Payroll Vouchers:	DISBURSED 07/19/13					Amounts
Payroll Checks	18252	-	18270	=	19	18,324.99
Direct Deposit	290001	-	290143	=	143	267,586.27
Payroll Taxes						60,789.49
Wage/Garnishments						744.07
Voids					0	0.00
Electronic Wire Transfers						82,732.83
ICMA 401 Forfeitures						0.00
Total Claims						430,177.65
Total certified Wire Transfers,Voids, A/P & Payroll vouchers for July 25, 2013						2,547,393.31

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Contract Award for Marine View Drive Crosswalk Enhancements

FOR AGENDA OF: July 25, 2013

ATTACHMENTS:

1. Public Works Contract
2. November 1, 2012 City Council Agenda Packet – Improvement Recommendations for Marine View Drive Crosswalks w/o attachments
3. 2013-2018 CIP Budget Worksheet

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: July 15, 2013

CLEARANCES:

- ☒ Legal JB
- ☒ Finance PL
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Planning, Building & Public Works DJB
- ☐ Police N/A
- ☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AT

Purpose and Recommendation

The purpose of this item is to seek City Council approval of the contract (Attachment 1) with West Coast Signal, Inc for Marine View Drive Crosswalk Enhancements at the intersections of South 219th, South 220th, and South 226th Streets. The following motion will appear on the consent calendar.

Suggested Motion

Motion 1: “I move to approve the Public Works Contract with West Coast Signal, Inc for the Marine View Drive Rectangular Rapid Flashing Beacon (RRFB) Crosswalk Improvements, in the amount of \$87,153.39, authorize a project contingency in the amount of \$9,000, and authorize the City Manager to sign said contract substantially in the form as submitted.”

Background

In the early 1990's, MVD was improved along with 7th Ave South with a large capital project that added/improved sidewalks along the entire downtown stretch of MVD, including marking crosswalks at the unsignalized intersections. Following the project and into the late 1990's and early 2000 years, pedestrian crossing concerns rose to the level that Council directed staff to investigate the corridor with respect to the pedestrian crossing safety. In February of 2003 the City staff at that time presented to Council a MVD Downtown Corridor Pedestrian Crossing Study. The study looked at accidents, vehicle

volumes, speeds, and pedestrian crossing volumes. The results of the study and observations of the pedestrian and motorist behavior generally showed that motorists were less likely to stop for pedestrians who did not clearly indicate that they were ready to use the crosswalks. Ultimately, staff at that time did not see a need for or recommend major modifications to the pedestrian treatments in place at that time.

Since the 2003 study, there has been very little change to the MVD pedestrian crosswalks and roadway. Staff has continued to receive occasional complaints in the Engineering and Police Departments regarding pedestrian crossing concerns at the unsignalized intersections along MVD in the downtown. There has been recent discussion and requests for a pedestrian flag program to staff from the Des Moines Senior Advisory Committee. Due to the recent requests for improvements, staff decided to re-visit the MVD crosswalk issues since it had been nearly 10 years since the previous study and in that time there have been some advancements in crosswalk treatment technology used at unsignalized crosswalk locations. The main concern for MVD unsignalized crosswalks centers around the perception that vehicles do not yield for pedestrians waiting to cross. Staff conducted an Open House and Walking Audit in late August of 2012. Following this open house and input from the City's hired consultant, a presentation was made to the City Council on November 1, 2012 (see attachment 2). Staff presented a short, mid, and long term approach to improving crosswalk operations. The City Council approved the planned improvements approach and subsequently approved the 2013 – 2018 Capital Improvement Plan (Attachment 3) which authorized \$120,000 of expenditure authority for 2013. Funding for the Marine View Drive Crosswalk Improvements comes primarily from the Traffic Safety Program which is supported entirely by the revenue from the Automated Speed Enforcement program.

The short-term improvements to add static crosswalk signs, remove some crosswalk markings, trim vegetation, and in spot locations remove trees for sign visibility were completed in late 2012. Staff is now moving forward with the first phase of the mid-term solutions to install Rectangular Rapid Flashing Beacons (RRFB)'s at three of the five unsignalized intersections. The second phase of the mid-term solutions, which is to install overhead crossing signs, is scheduled to occur in 2014 or 2015 depending on the availability of funds.

Discussion

With the addition of the Engineering Technician position in February 2013, Engineering Services staff was able to begin design of Phase 1 of the three Crosswalk Improvements in-house and complete the design in mid-June. Staff calculated an Engineer's Estimate at \$90,750. Staff then solicited price proposals from 5 reputable contractors via the Municipal Research and Services Center (MRSC) roster. The results of those price proposals are shown below:

<u>Contractor Name:</u>	<u>Total:</u>
West Coast Signal, Inc	\$87,153.39
American Electrical Services Inc.	\$105,119.00
R.W. Scott Construction Co.	Did Not Submit
Thompson Electrical Constructors, Inc.	Did Not Submit
Totem Electric	Did Not Submit
Engineer's Estimate	\$90,750.00

The prices shown include 9.5% sales tax. The three companies solicited who chose not to submit a price proposal cited existing work loads at this time which would limit their ability to complete the work in a timely matter.

Alternatives

Council could direct staff to re-submit for construction quotes at a later time this year or direct staff not to pursue additional MVD Crosswalk Improvements.

Financial Impact

The costs for this project are within the authorized 2013 expenditures in the adopted 2013 – 2018 Transportation Project CIP.

Recommendation or Conclusion

Staff recommends Council approve the Public Works Contract with West Coast Signal, Inc.

Concurrence

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



PUBLIC WORKS CONTRACT
between City of Des Moines and
West Coast Signal, Inc.

THIS CONTRACT is made and entered into this day of , 2013, by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and West Coast Signal, Inc. organized under the laws of the State of Washington, located and doing business at 20111 208th Ave SE Renton, WA 98058, (253) 508 – 6412, and Roger Sherwood (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope and Schedule of Work, attached hereto and incorporated herein by reference.

Contractor shall provide the installation of three(3) solar powered RRFB systems. Construction of six(6) foundations for the RRFB assembly. Also the removal and replacement of approximately 22 square yards of cement concrete sidewalk.

a. Contractor represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for those items mentioned therein to be furnished by the City.

c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated.

In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) shall perform any changes in the work in accord with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Terms and provisions of the Contract
2. Addenda,
3. Proposal Form,
4. Special Provisions, including APWA General Special Provisions, if they are included,
5. Contract Plans,
6. Amendments to the Standard Specifications,
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
8. Contracting Agency's Standard Plans (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit A attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within 20 working days. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed \$87,153.39, plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax

on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.
- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.
- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

IV. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Planning, Building and Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

V. TERMINATION. The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this Contract.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Contract.

If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract until the Contract work is completed. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

VI. Liquidated Damages. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract,

City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$653.65** shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

VII. PREVAILING WAGES. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the

Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

VIII. Hours of Labor. Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

IX. Compliance with Wage, Hour, Safety, and Health Laws. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

X. Days and Time of Work. Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 7:00 p.m.

Saturday, Sunday and Holidays: 8:00 a.m. to 5:00 p.m.

XI. Workers' Compensation. The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers' Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.

The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within seven (7) calendar days of the date Contractor knew or should have

known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

XIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within seven (7) calendar days of the occurrence of the events giving rise to the claims, or within seven (7) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Contractor's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Contract that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and

5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

XIV. LIMITATION OF ACTIONS. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

XV. WARRANTY. Upon acceptance of the contract work, Contractor must provide the City a warranty bond for one year in the amount of the contract value specified in Section III above and in a form acceptable to the City. In the event any defects are found within the first year, the warranty bond shall be extended for an additional year. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XVI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

The provisions of this section shall survive the expiration or termination of this Contract.

XVIII. INSURANCE. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing insurance of the Contractor before commencement of the work.

F. Subcontractors

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

E. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

XIX. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XX. Bond - Separate Payment and Performance Bond Required. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish both a performance bond and a payment bond to the City, both in the full amount of the bid with a surety company as surety. The purpose of the bonds is to ensure that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bonds shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company providing such bond shall agree to be bound to the laws of the state of Washington, and subjected to the jurisdiction of the state of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bond is supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$35,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bond, elect to have the City retain 50% of the contract amount for a

period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

XXI. Debarment. The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

XXII. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract 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 administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. 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.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XVII of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business 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 in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

G. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

I. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

J. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, then the order of precedence shall be in accordance with Section I c of this Contract.

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

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONTRACTOR: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF DES MOINES: By: _____ (signature) Print Name: <u>Anthony A. Piasecki</u> Its <u>City Manager</u> (Title) DATE: _____ Approved as to Form: _____ City Attorney DATE: _____
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NOTICES TO BE SENT TO: CONTRACTOR: Roger Sherwood West Coast Signal, Inc. 20111 208th Ave SE Renton, WA 98058 (253) 508 - 6412 (telephone) N/A (facsimile)	NOTICES TO BE SENT TO: CITY OF DES MOINES: R. Brandon Carver, P.E., P.T.O.E. City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 (206) 870 - 6543 (telephone) (206) 870 - 6596 (facsimile)
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City of Des Moines

Marine View Drive RRFB Crosswalk Improvements – Phase 1

Exhibit A:

Scope and Schedule of Work

Advertisement for Quotes**City of Des Moines****Marine View Drive RRFB Crosswalk Improvements – Phase 1**

NOTICE IS HEREBY GIVEN that quotes will be received by, or emailed to, the Engineering Division of the City of Des Moines, Washington, until **4:00 PM, on July 8, 2013** in the Public Works Building, 21650 11th Avenue South, or to bcarver@desmoineswa.gov.

Marine View Drive RRFB Crosswalk Improvements – Phase 1

Work contemplated to be performed under this contract is as follows:

- Installation of three (3) solar powered RRFB crosswalk systems.
- Removal and replacement of approximately 22 square yards of cement concrete sidewalk.

This is a Public Works Project which is subject to Prevailing Wages. A current City of Des Moines Business License is required for all contractors and subcontractors that perform work under this contract. These licenses shall be in place prior to the issuance of any Notice to Proceed.

Project Location:

Marine View Drive, at locations South 219th Street, South 220th Street, and South 226th Street.

Project Contact:

Please contact Brandon Carver, Project Manager at (206) 870-6543 or bcarver@desmoineswa.gov for any project related questions.

Hard copies of plans and specs are available, contact Brandon Carver.

Proposal

Marine View Drive RRFB Crosswalk Improvements – Phase 1

TO: R. Brandon Carver
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198

The undersigned Quoter hereby certifies that they have examined the site of all the proposed work under this Contract and that they have read and thoroughly understand the Plans, Specifications and other Contract Documents pertaining to this Contract, that they are fully aware of the construction problems and costs involved, and proposes to perform all work for the following stated prices.

The undersigned Quoter hereby agrees to start construction within ten (10) days after the date stated in the Notice to Proceed, and to complete the contract within 20 working days thereafter. This period shall be known as the "Contract Time" for the purposes of the project.

The project is exempt from retail sales (sewer/water relocation) and use tax per WAC 458-20-171, commonly known as Rule 171. This rule exempts the sale of or charge made for labor and services rendered in respect to building, repairing or improving any street, place, road, highway, easement, right of way, bridge, tunnel or trestle which is owned by a municipal corporation that is used for foot or vehicle traffic. Quoters should note that only the labor and services costs are exempt from the sales tax. Tax for materials need to be included in their respective quote items.

The schedule on the Proposal must be completed, or the Quote shall be considered non-responsive. Basis for award shall be total Quote for all items included in the Proposal.

The Owner will correct obvious mathematical errors in quote proposals.

Unit prices for all items, all extensions and the total amount of bid must be shown. All entries must be typed or entered in ink.

Show unit prices in figures. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto.

Proposal – Marine View Drive RRFB Crosswalk Improvements – Phase 1

ITEM NO.	SECTION	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	Total Price
1	1-10	Project Temporary Traffic Control	1	LS	\$11,110.02	\$11,110.02
2	8-05	Miscellaneous Work	1	FA	\$2,000.00	\$2,000.00
3	8-14	Remove and Replace Cement Concrete Sidewalk	25	SY	\$ 299.01	\$ 7,475.25
4	8-20	RRFB System, Complete	1	LS	\$66,568.12	\$66,568.12

Total Quote

\$ 87,153.39

Contract Award shall be based on the lowest total quote above.

Non-Collusion Affidavit

CITY OF DES MOINES

STATE OF WASHINGTON)

) ss. Maple Valley

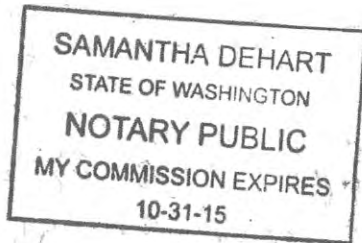
County of King)

BECKY MOGENSEN, being first duly sworn on his oath, says he /she
is WEST COAST SIGNAL INC. and that the quote above
submitted is a genuine and not a sham or collusive quote, or made in the interest or on behalf of any
person not therein named; and he further says that the said Quoter has not directly or indirectly induced or
solicited any quoter on the above work or supplies to put in a sham quote, or any other person or
corporation to refrain from quoting; and that said Quoter has not in any matter sought by collusion to
secure to (her)(him)self an advantage over any other quoter or quoters.

Becky Mogensen
SIGNATURE

Subscribed and sworn to before me this 10th day
of July, 20 13.

Samantha Dehart
Notary Public in and for the State of Washington,
Residing at KING COUNTY
My commission expires 10/31/2015



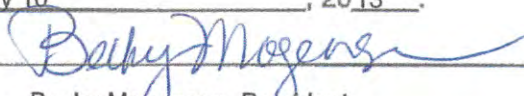
Certification of Non-Segregated Facilities

The Quoter certifies that s/he does not maintain or provide for his/her employees any segregated facilities at any of her/his establishments, and that s/he does not permit her/his employees to perform their services at any locations under her/his control where segregated facilities are maintained. The undersigned certifies further that s/he will not maintain or provide for her/his employees any segregated facilities at any of her/his establishments, and that s/he will not permit her/his employees to perform their services at any location under her/his control where segregated facilities are maintained. The undersigned agrees that a breach of this certification will be in violation of the Equal Opportunity clause set forth in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

The undersigned agrees that, except where s/he has obtained identical certification from subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that s/he will obtain identical certifications from subcontractors and that s/he will retain such certifications in her/his files.

DATE: July 10, 2013.

Signature: 

Name/Title: Becky Mogensen, President

Contractor Name: West Coast Signal, Inc.

Address: 20111 208th Ave SE

City/State/Zip: Renton, WA 98058

Statement of Quoter's Qualifications

Each quoter submitting a proposal on this work shall prepare and submit as part of this quote the following schedule:

1. Name of quoter: West Coast Signal, Inc.
2. Business address and telephone number:
20111 208th Ave SE
Renton, WA 98058
(206) 595-6656
3. How many years has said quoter been engaged in the contracting business under present firm name:
1.75 yrs
4. Contracts now in hand (gross amount):
\$ 700,000
5. General character of work performed by said company:
Installation of traffic signals, lighting, red light enforcement cameras and signing construction.
6. List of more important projects constructed by said company, including approximate costs and dates:
85th Street Kirkland - \$350,000 Completion 12/2012
Seattle Red Light/School zone project - \$260,000 Completion 11/2012
City of Auburn Downtown Pedestrian Kiosk - \$80,000 .Completion 5/2013
Bellevue JOC contracts - subcontract work - \$150,000 Completed at various time frames to date
City of Bellevue crosswalk - \$23,000 Completion 11/2012

7. List of company's major equipment:

Auger TruckManliftTrackhoesAir Compressor

8. Bank references:

Columbia Bank - Maple Valley Branch23924 225th Way SE, Maple Valley, WA 98038Marilee Welch (425) 413-8200

9. Dept. of Labor and Industries' firm number:

223,621-00

10. Dept. of Revenue registration number:

603 149 602Name of Quoter: West Coast Signal, Inc.By: Becky MogensenTitle: PresidentDate: 7/10/2013

Statement of Proposed Subcontractors and Material Suppliers

Subcontractors Name, Address and Telephone Number	Description of Work
N/A	

Material Suppliers	Material (major items only)
Miles Sand & Gravel	Concrete
Eltec	RRFB systems
Puget Sound Steel	Rebar
Graybar	Misc electrical

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Improvement Recommendations for
Marine View Drive Crosswalks

AGENDA OF: November 1, 2012

DEPT. OF ORIGIN: Planning, Building & Public
Works

ATTACHMENTS:

1. Marine View Drive Walking Audit
Memorandum - August 2012
2. Marine View Drive South Downtown
Corridor Pedestrian Crossing Study –
February 2003
3. Excerpt from February 6, 2003 Council
Meeting Minutes
4. 2013–2018 DRAFT Transportation Capital
Improvement Program – Traffic Safety
Program

DATE SUBMITTED: October 23, 2012

CLEARANCES:

[] Legal N/A

[X] Finance pk

[] Marina N/A

[] Parks, Recreation & Senior Services N/A

[X] Planning, Building & Public Works HA

[X] Police JBS

APPROVED BY CITY MANAGER
FOR SUBMITTAL: HA

Purpose and Recommendation:

The purpose of this Agenda Item is to discuss pedestrian crossings at the unsignalized intersections on Marine View Drive in the Downtown, report on the results of the Marine View Drive Walking Audit that took place on August 28th, 2012 (Attachment 1), and to inform the Council on steps staff is prepared to take in the short, mid, and long term to improve pedestrian crossings along Marine View Drive in the Downtown.

Suggested Motion:

Staff does not have a suggested motion. Consensus confirmation of the proposed short term improvements and the 2013-2018 Traffic Safety Program project in the CIP from Council or direction to modify the project before the CIP is scheduled for final adoption is requested.

Background:

Pedestrian safety along Marine View Drive is not a new issue. In the early 1990's, the City constructed a large capital investment project in the downtown along Marine View Drive and 7th Avenue South that added and improved sidewalks, including marking crosswalks at the unsignalized intersections. Following this project in the late 1990's and early 2000's, pedestrian crossing concerns arose from citizens. At that time the City Council directed staff to investigate the corridor with respect to the pedestrian crossing safety. In February of 2003 staff gave a presentation to the Council on a Marine View Drive Downtown Corridor Pedestrian Crossing Study. A copy of that report is provided as Attachment 2_ and an excerpt of the February 6, 2003 Council meeting minutes is provided as

Attachment 3. The 2003 study looked at accident history, vehicle volumes, speeds, and pedestrian crossing volumes. Based on observations of pedestrian and motorist behavior, the results of the 2003 study generally showed that motorists were less likely to stop for pedestrians who did not clearly indicate that they were ready to use the crosswalks. The 2003 report also described several different improvement options including pedestrian flags, educational pedestrian signs, one-way couplet, bulb-outs, pedestrian traffic signal, police enforcement, overpass, in-pavement flashing lights, raised crosswalks, flashing beacon warning lights, and refuge islands. Staff at that time did not see a need for or recommend major modifications to the pedestrian treatments in place at that time. The study did recommend a follow-up study in warmer weather when more pedestrians might be present, and that pedestrian visibility treatments and continued police enforcement would be the most appropriate for Marine View Drive. Overall the 2003 study concluded that considering the volume and roadway characteristics of Marine View Drive, pedestrian safety was excellent with some room for improvement of pedestrian “right-to-cross” issues.

Since the 2003 study, there has been very little change to the Marine View Drive pedestrian crosswalk and roadway characteristics. Staff in the Public Works and Police Departments continue to receive occasional calls from citizens concerned about pedestrian crossings at the unsignalized intersections along Marine View Drive in the Downtown.

Recently, staff received requests for the City to implement a pedestrian flag program from the Des Moines Senior Advisory Committee. In response to the specific request of crosswalk flags, City staff and industry experts have found that such programs are only meaningful if they are well-maintained and that on-going maintenance and flag balancing work can be a significant labor cost for the City. More importantly, there is also the additional challenge of then determining if and when to widen the flag program to other areas of the City for consistency and uniformity.

In addition to the recent conversations with members of the Senior Advisory Committee, in recent months citizen requests for crosswalk improvements have increased. Due to the recent requests for improvements, staff discussed the issues with the Public Safety and Transportation Committee. Since it had been nearly 10 years since the previous study, and in that time there have been some advancements in crosswalk treatment technology and guidelines used at unsignalized crosswalk locations, the decision was made to take fresh look at the Marine View Drive unsignalized crosswalks.

Discussion:

Corridor facts

Marine View Drive between South 216th Street/7th Pl. South and South 227th Street is a north-south principal arterial. It is designated as a State Highway (SR-509). This section of Marine View Drive is a little over a ½ mile in length and consists of three lanes – one for Northbound traffic, one for Southbound traffic, and one center two-way-left-turn lane. The intersections at South 216th/7th Pl. S., 223rd, and 227th Streets are signalized, and the remaining 5 intersections are side street stop control. The posted speed limit on Marine View Drive is 30 MPH. Traffic volumes on Marine View Drive in the corridor have reached as high as 20,000 vehicles per day in past years, but are currently at around 17,000. There have been relatively few reported collisions over the past four years at the unsignalized crosswalks, with only one pedestrian/vehicle collision at South 226th Street, and six vehicle/vehicle collisions throughout the corridor due to vehicles stopping for pedestrians in the unsignalized crosswalks between the years 2008 - 2011. These collision statistics are not considered significant. There are nine marked crosswalks on Marine View Drive at five unsignalized intersections in the corridor.

National Crosswalk Studies and Guidelines

Over the past 30+ years several pedestrian crosswalk safety studies have been conducted in the United States in order to create more specific guidelines on pedestrian crossing treatments. These studies, together with the Washington State Department of Transportation Design Manual, and the Manual on Uniform Traffic Control Devices (MUTCD), published by the Federal Highway Administration and adopted by the State of Washington, constitute the overarching authority when it comes to guidelines for marking, signing, and treatments for crosswalks.

The most recent significant study was completed in 2006; Report 562 published by the National Transportation Research Board (NCHRP 562). The summary findings in NCHRP 562 essentially developed guidelines to recommend one of four possible crossing treatment categories: 1) marked crosswalk, 2) enhanced, high-visibility or “active when present” traffic control device, 3) modified red pedestrian signal, or 4) conventional traffic signal. The unsignalized crossings on Marine View Drive currently are in the “marked crosswalk” category. According to the NCHRP 562 study, for roadways posted at 35 mph or less (such as Marine View Drive), unless there are 20 pedestrian crossings in the peak hour at a crosswalk, marking the crosswalk is not recommended. The current peak hour pedestrian crossing volume at several of the Marine View Drive unsignalized crosswalks is estimated to be close to or less than this suggested threshold of 20 crossings. Based on this, one could conclude that the existing crosswalk treatments are more than adequate.

NCHRP 562 would suggest that engineering judgment be used when considering the decision to make improvements to marked crosswalks in order to bring them into the second tier category of “enhanced, high-visibility or active when present traffic control device” level or the third category of “modified red pedestrian signal. These intermediate categories could be used when conventional traffic signal warrants are not satisfied at intersections with unsignalized pedestrian crossings. For the 5 unsignalized intersections along Marine View Drive, no traffic signal warrants are satisfied. Therefore engineering judgment should be exercised.

The WSDOT Design Manual would suggest providing some additional enhancement to the existing crosswalks since the volume on Marine View Drive is greater than 15,000 vehicles per day. If the speed limit were 45 mph, the WSDOT would suggest adding “active enhancement” to the crosswalks, similar to the “active when present” Category 2 level of treatments in the NCHRP 562 study. However, since the speed limit on Marine View Drive is 30 mph, based on speed limit alone, the marked crosswalks would not necessarily warrant “active enhancement”, per WSDOT guidelines.

While the Manual on Uniform Traffic Control Devices provides some guidance for when to mark a crosswalk, there is little guidance provided on when to install supplemental devices, and suggests the engineering judgment be used when considering supplementary devices.

Walking Audit

City staff partnered with a local transportation consultant firm (Fehr and Peers) to facilitate a “walking audit” style public open house on August 28th, 2012. Fehr and Peers provided a follow-up memorandum of findings and recommendations (Attachment 1). The purpose of the open house was to invite the public to express their concerns with the existing unsignalized crosswalks on Marine View Drive and conduct a “field” exercise along the corridor in order to examine the crossing locations in more detail. A representative from WSDOT also attended since Marine View Drive is a state route (SR 509). While public attendance at the meeting was light, those that attended provided good input.

As with the 2003 study, there was consensus among attendees that yield rates for pedestrians trying to cross Marine View Drive are very low. Drivers appear to be unaware that they are entering a downtown context and that they should expect higher levels of pedestrian activity and crossings. Using attendee feedback on elements to consider as potential improvements, Fehr and Peers prepared their report and recommendations. Improvements have been segmented into short-term and mid- or long-term solutions. The following Table summarizes the improvements that are recommended:

Table 1

RECOMMENDED PEDESTRIAN IMPROVEMENTS

Intersection	Short-term Improvement(s)	Mid-Term Improvement(s)	Long-Term Improvement(s)
S 219 th Street	(1) Select One Crosswalk for Enhancement and Remove the Other, (2) Remove/Trim Landscaping to Improve Visibility, (3) Add Standard Pedestrian Crossing Signage	(1) Add RRFB* at curb, (2) Add Pedestrian Scale Lighting	
S 220 th Street	Add Standard Pedestrian Crossing Signage	(1) Add RRFB* at Curb, (2) Add Pedestrian Scale Lighting	
S 222 nd Street	(1) Remove/Trim Landscaping to Improve Visibility, (2) Add Standard Pedestrian Crossing Signage	(1) Install Overhead Pedestrian Beacon(s), (2) Add Pedestrian Scale Lighting	
S 225 th Street	(1) Remove Landscaping and Relocate Trash Can to Improve Visibility, (2) Add Standard Pedestrian Crossing Signage	(1) Install Overhead Pedestrian Beacon(s), (2) Add Pedestrian Scale Lighting	Relocate Western Crosswalk and Curb Ramps Closer to Marine View Drive
S 226 th Street	(1) Select One Crosswalk for Enhancement and Remove the Other, (2) Add Standard Pedestrian Crossing Signage	(1) Add RRFB* at Curb, (2) Add Pedestrian Scale Lighting	Relocate Western Crosswalk and Curb Ramps Closer to Marine View Drive

*RRFB = Rapid Rectangular Flashing Beacon (*refer to Attachment 1 for example photo*)

The recommendations shown in Table 1 are consistent with National Studies and Guidelines, and City staff concur with these recommendations. These recommendations meet the standard of acceptable engineering judgment, and can be implemented along Marine View Drive, while maintaining consistency and uniformity of similar treatments throughout the City.

Next Steps:Short-term Recommendations (2012 work)

Based on the recommendations shown in Table 1, staff is preparing to implement the short term recommendations as soon as possible within existing budget authority. Recommended crosswalk modifications and Pedestrian Warning Signs will be implemented before the end of 2012. Staff will begin work with a Landscape Architect to modify, trim, and or remove the landscaping (trees and shrubs) as needed to improve visibility and sight distance.

Mid-term Recommendations (2013 - 2014 work)

Staff will prepare designs for the installation of the Rapid Rectangular Flashing Beacons, and overhead beacons. These improvements are included in the proposed 2013-2018 Transportation CIP and will be constructed as funding becomes available.

Staff will work with a consultant on the design and installation of pedestrian scale lighting, and prepare cost estimates and budgets for a future capital improvement plan.

Long-term Recommendations

Relocation of the curb ramps and crosswalks should be coordinated with the next pavement overlay at these locations.

Alternatives:

Option 1: Council could concur with the recommendations and implementation schedule. This is recommended by staff.

The follow options are not recommended by staff:

Option 2: Council could modify the proposed schedule for short, mid, and long term recommendations.

Option 3: Council could direct staff to study an alternative not identified or currently recommended.

Option 4: Council could choose to do nothing.

Financial Impact:

Funding for the short-term and mid-term recommendations would come from the Traffic Safety Fund, using revenues from the Automated Speed Enforcement (ASE) program. With the exception of the pedestrian scale lighting improvements, these costs are included in the 2013-2018 Transportation CIP, which is scheduled for adoption at the November 8th, 2012 Council Meeting.

The long-term recommendations will be incorporated into a future overlay project, as overlay projects typically require reconstruction of curb ramp in order to meet ADA requirements.

Recommendation/Conclusion:

Staff requests that the City Council concur with the recommendations and timing of implementation when approving the 2013-2018 CIP, or direct staff to modify the CIP before it is considered for final adoption.

Concurrence:

The Planning, Building, and Public Works, Finance and Police Departments concur with the recommendation.



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:	Improvement
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	PROJECT NO.
Transportation	Project Type:
Marine View Drive Crosswalk Improvements	Council Goals met:
Marine View Drive in the Downtown	Council Objectives met:
	Project Status
	Improvement

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.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Saltwater State Park Bridge:
Seismic Retrofit Design Task Order
Assignment

AGENDA OF: July 25, 2013

DEPT. OF ORIGIN: Planning, Building & Public
Works

ATTACHMENTS:

1. Task Order Assignment – Exeltech
2. Photo's of Saltwater Bridge Issues
3. 2013-2018 Adopted CIP Budget
Worksheet
4. Proposed Budget Worksheet

DATE SUBMITTED: July 16, 2013

CLEARANCES

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AS

Purpose and Recommendation:

The purpose of this agenda item is to provide an update to the City Council on the current status and conditions of the Saltwater Park Bridge, and to authorize a Task Order Assignment (Attachment 1) with Exeltech Consulting, Inc. for the engineering and design work associated with the selected seismic retrofit and repairs on the structure. The following motions will appear on the consent calendar:

Suggested Motions

Motion 1: “I move to approve the Task Order Assignment for the engineering and design work associated with seismic retrofit and structural repairs on the Saltwater Park Bridge, with Exeltech Consulting, Inc. in the amount of \$543,546.99, authorize a design contingency in the amount of \$50,000, and further authorize the City Manager to sign the Task Order Assignment substantially in the form as submitted.”

Motion 2: “I move to direct Administration to propose CIP budget amendments reallocating funds between Transportation CIP project budgets as necessary to cover additional project costs.”

Background

The Saltwater Park Bridge is a 570-ft long, 6-span, cast-in-place concrete bridge carrying Marine View Drive over the Saltwater State Park. The bridge was constructed in 1934. The center spans are the longest at approximately 100 feet. Twin square concrete columns with portal ties support the bridge superstructure. Bridge inspection reports call attention to the need for a seismic retrofit of the structure, to repair deterioration at the connection detail in the superstructure located at each of the expansion joints, the need for drainage improvements, and an approach slab at the north abutment.

In March of 2008, the City Council authorized the approval of a Task Order Assignment with kpff Consulting Engineers, Inc. to conduct preliminary design and seismic analysis alternatives for the Saltwater Park Bridge. The overall objective of the conceptual design phase was to determine the most efficient seismic retrofit and expansion joint upgrade alternatives. A report was prepared which identified the seismic retrofit alternatives, including preliminary analysis results, retrofit recommendations, connection detail/expansion joint rehabilitation recommendations, and the corresponding costs. A summary of the preliminary design results was provided to the City Council in February of 2009.

The issues that were identified for this structure as part of the report included the deterioration of the expansion joint connection (Pin and Hanger, and Concrete Catch Blocks), the bridge is seismically vulnerable, there are surface water problems on the north slope causing significant erosion adjacent to one of the bridge piers, there is concrete spalling at various locations on the structure (some of which has exposed structural steel), the temporary vinyl sheet piling needs to be replaced at the north bridge abutment, and a concrete approach slab is needed at the north abutment. Recently, staff was notified of a significant crack in one of the struts (refer to photos in Attachment 4), which appears to have gotten worse since the report was finalized.

Although all of these issues need to be addressed, the deterioration of the expansion joint connection is of most concern. These suspended sections were intended to allow for minor movement of the structure's components through the use of expansion joints. These expansions joints consist of a complex and antiquated system that is difficult to explain. Recent bridge inspections have called attention to deterioration of these joints both in the structural steel, and the concrete catch blocks. Based on recommendations from our bridge inspector, a detailed examination of the joint was conducted by kpff in 2007 (prior to the reopening of the bridge from the repairs at the south abutment). [Attachment 2](#) provides some photographs of the connection joint, and some of the other issues at the Saltwater Park Bridge.

Discussion

The Washington State Department of Transportation (WSDOT), Highways & Local Programs (H&LP) Division sponsors the Bridge Replacement Advisory Committee (BRAC). The BRAC exists to advise the staff and Director of H&LP on the selection of appropriate bridge projects for funding under the Federal Highway Bridge Program. The Bridge Program provides funding for the replacement and rehabilitation of deficient bridges and for large preventative maintenance projects such as seismic retrofits, bridge painting, deck repair, and structure strengthening.

In the spring of 2012, WSDOT Highways & Local Programs' put out a call for bridge projects. Preventative maintenance project proposals, like the work planned for the Saltwater Park Bridge, were limited to \$3 million. To complete all of the work recommended in kpff's 2008 Seismic Analysis and

Retrofit Alternate Evaluation Report would cost an estimated \$6.5 million. Working with our consultants, staff reviewed the recommendations from the 2008 kpff report, and prepared a project application that would address the most critical items recommended in the report. It was decided at that time that the higher risk elements from the report, namely work on the pier foundations, would be deferred and addressed at some point in the future.

The City submitted a project proposal and received \$2,556,241, in BRAC funding to perform the most critical seismic retrofit work on the bridge. Project activities currently funded by BRAC funds include:

1. Removal and reconstruction of the expansion joint connections
2. Add seismic restrainers at the stair-step joints
3. Install a two-shaft bent with a cap beam at each abutment. The new cap beam will be anchored to the superstructure of the bridge and the existing approach fills will be modified as needed. Strengthen the bridge deck by adding 12-inch by 1-inch hot dipped galvanized steel plates underneath the bridge deck on either side. The plates will be attached to the bridge deck with anchor bolts.

Activities that are included in the project but are currently not BRAC funded include:

4. Drainage improvements at the north end of structure to collect and convey runoff
5. Installation of an approach slab at the north abutment
6. Repair areas of isolated deck spalling and exposed rebar
7. Repair of cracked struts

Typically, agencies are allowed one, and only one, request for additional funding as part of the BRAC program. In the spring of 2014 once construction bids are received from contractors, staff will prepare and present a request for additional funding as needed to cover costs for items 4-7 above. In the mean time, the city will have to plan to cover the costs for these repairs in the transportation CIP in case the additional funding request is not approved.

Consultant Selection

Engineering consultants are needed in order to supplement and expand the capability of City staff on the design and construction of Capital Improvement Projects, to provide occasional assistance with development related reviews, and for other technical engineering work.

Among other things, RCW 39.80 requires that agencies advertise, conduct interviews if necessary, and ultimately select the most qualified consultant(s) to provide professional services. This selection process may not be based on the cost for those services.

In September of 2011, staff placed an advertisement for a Request for Qualifications (RFQ) from civil engineering firms interested in providing on-call engineering services to the City through the year 2013. Statements of Qualifications (SOQ) were received from 25 firms. A staff selection committee reviewed each of the SOQ's and ranked them based on their response to the criteria identified in the RFQ. The firms were also ranked on their ability to provide quality services in a wide variety of specific civil engineering disciplines - including Civil Engineering Design & Structural Analysis. Of the 25 firms that submitted SOQ's, the committee selected ten of those firms to begin developing a scope of work and associated agreements, and the Council approved those agreements in January of 2012.

Several firms were identified as having expertise in Civil Engineering Design and Structural Analysis during the selection process for the 2012-2013 On-Call Professional Services Agreements for Civil Engineering Services. Exeltech, Inc. was one of those firms. The personnel at Exeltech have worked very well for the City on previous projects, and have excellent experience working with other nearby cities on roadway, sidewalk, drainage projects, and especially structural design and construction management. Their experience and quality of work demonstrate that they are more than qualified for this project.

Alternatives

Council could direct staff to specifically advertise this project for consultant selection, rather than using the on-call process that is already in place. This process would add at least three months to the project delivery schedule, and require significant staff resources.

Financial Impact

As these BRAC funds are federal funds, the project will be administered by H&LP. There are significant permitting requirements that will have to be addressed as part of the design effort. Staff has prepared and completed the necessary funding documentation, and design funds totaling \$460,265 (\$425,000 for consultant services and \$35,265 for city administrative services) has been obligated by H&LP. This means that the design work can begin immediately following Council approval of the task order assignment.

A copy of the 2013-2018 project budget worksheet from the Transportation CIP is provided as Attachment 3. A few changes have occurred since the adoption of the budget last fall. First, the city received \$2,556,241 in BRAC funds; not the \$2,837,641 that was originally estimated. This is because some of the items of work, after some discussions with staff from the BRAC, were thought to be ineligible for BRAC funding. Second, given the most recent information regarding the damage to the strut, repairs need to be included in the design scope of work. This repair may be eligible for BRAC funding, but initially the city will have to cover the design costs and seek potential reimbursement from BRAC at a later date. An updated project budget work sheet has been prepared, and is provided as Attachment 4. This budget worksheet has been discussed with the Finance Department. The additional local funds that are necessary will come from project contingencies that are no longer needed on other CIP projects. A corresponding budget amendment will be prepared and brought before the Council for consideration in September.

Recommendation or Conclusion

Staff recommends approval of the Task order assignment with Exeltech.

Concurrence

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

Formal Task Assignment Document

Task Number 1

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment

Location of Project: Des Moines, WA

Project Title: City of Des Moines Saltwater State Park Bridge Rehabilitation

Maximum Amount Payable Per Task Assignment: \$543,546.99

Completion Date: December 31, 2013

Description of Work:

(Note attachments and give brief description)

Project BHM-1051 (007); Saltwater State Park Bridge Rehabilitation

This Task Order provides for limited site survey, geotechnical, right-of-way (if needed), environmental and permitting services, and bridge and roadway engineering services for Phase 1 (Preliminary Engineering) and Phase 2 (Final Design Services) of the Saltwater State Park Bridge Rehabilitation Project. Phase 3 (Construction Engineering Services) and Phase 4 (Construction Management and Inspection Services) will be negotiated under a separate Task Order Assignment.

See attached Exhibit A-1 for the full Scope of Services

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

Exhibit A-1

Scope of Services for City of Des Moines Saltwater State Park Bridge Rehabilitation #BHM-1051(007)

July 2013

Prepared by:

Exeltech Consulting, Inc
8729 Commerce Place Drive NE
Suite A
Lacey, WA 98516



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Scope of Services for Saltwater State Park Bridge Rehabilitation

City of Des Moines

Under this Agreement, Exeltech Consulting, Inc., hereinafter referred to as the "Consultant", shall perform professional services for the City of Des Moines hereinafter referred to as the "City". This Scope of Services provides for limited site survey, geotechnical, right-of-way services as needed, environmental and permitting services, and bridge and roadway engineering services for Phase 1 (Preliminary Engineering) and Phase 2 (Final Design Services) of the Saltwater State Park Bridge Rehabilitation Project. Phase 3 (Construction Engineering Services) and Phase 4 (Construction Management and Inspection Services) will be negotiated under a separate Task Order Assignment.

The Consultant shall actively coordinate and manage the design team's activities with the City. The Consultant will also apply industry standard of care to identify and resolve issues in a timely manner, communicate effectively, and maintain the accuracy and overall quality of the work and work products. The Consultant shall be responsible for the performance of the services described hereinafter, furnishing materials and information as needed to accomplish the work tasks. This document shall be used to plan, conduct and complete the work for the Project.

I. BACKGROUND

The Saltwater State Park Bridge is located on Marine View Drive South, and carries traffic over a ravine that is approximately 100 feet deep. Saltwater State Park and McSorly Creek are situated at the bottom of the ravine. The Saltwater State Park Bridge is a 570-foot long highway bridge built in 1934. The structure has eight spans, with an overall average width of 28 feet, and a 24-foot roadway width. The superstructure consists of a cast-in-place reinforced concrete double-tee section with two-column bents. The two middle spans are the longest, at approximately 100 feet. Two of the spans (Spans No. 3 and 6) include a suspended span that is simply supported on the overhanging part of the neighboring bents. At one end, each of the suspended spans are supported by an expansion joint consisting of a concrete catch-block and pin/hanger system. At the opposite end of the suspended spans is a stair-step joint within the concrete girders.

II. PROJECT SCHEDULE

- | | |
|----------------------------------|----------------|
| • Phase 1 Anticipated Completion | September 2013 |
| • Phase 2 Anticipated Completion | December 2013 |

III. PROJECT DESCRIPTION

The City proposes to use BRAC Funding to perform seismic retrofit work on the bridge. Project activities will include:

1. Remove and reconstruct the expansion joint connections
2. Add seismic restrainers at the stair-step joints

3. Install a two-shaft bent with a cap beam at each abutment. The new cap beam will be anchored to the superstructure of the bridge and the existing approach fills will be modified as needed. Strengthen the bridge deck by adding 12-inch by 1-inch hot dipped galvanized steel plates underneath the bridge deck on either side. The plates will be attached to the bridge deck with anchor bolts

Activities that are currently non-BRAC funded include:

4. Drainage improvements at the north end of structure to collect and convey runoff
5. Installation of an approach slab at the north abutment
6. Repair areas of isolated deck spalling and exposed rebar
7. Repair of cracked struts

IV. ASSUMPTIONS

1. The plans, specifications, and estimates (PS&E), along with reports shall be prepared, to the extent feasible, in accordance with the current (2012) version of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction, the current WSDOT Bridge Design Manual, WSDOT Highway Design Manual, and AASHTO Specifications.
2. The bridge will be closed during construction and a traffic and pedestrian detour put in place.
3. The plans will be prepared using AutoCAD software.
4. The project will be developed using English units of measure.
5. A construction easement will be required from Washington State Parks for equipment access. The Consultant will obtain this construction easement.
6. All construction work will be within the existing right-of-way, it is anticipated that no new right-of-way will be required.
7. The City will secure any and all required rights of entry from adjacent property owners for preliminary investigation by Consultant.
8. There are no hazardous materials or wastes in the project area.
9. The City will have complete jurisdiction over local permitting requirements.
10. The majority of the Environmental services will occur in Phase 1, although some work may continue into Phase 2.
11. The City will be the lead agency under the State Environmental Policy Act (SEPA).
12. It is assumed that SEPA review will result in a Mitigated Determination of Non-Significance, and that an Impact Statement (EIS) will not be required, or an exemption will be granted.
13. Mitigation coordination for impacts, if any, to historic/cultural resources will be carried out under Phase 2 of the Project.

14. The NEPA process, including Endangered Species Act (ESA) Section 7 documentation and National Historic Preservation Act (NHPA) Section 106 consultation will be required.
15. The project will reach a *de minimis* impact determination under Section 4(f) of the Department of Transportation Act of 1966. Evaluation of impacts under Section 4(f) will not be required per allowed exceptions for "temporary occupancy" of Section 4(f) properties. Documentation of *de minimis* impact will be included in the Environmental Classification Summary.
16. The project will not impact wetlands or waters of the State and U.S. It is assumed that a Joint Aquatic Resource Permit Application (JARPA) will be required.
17. The FHWA will be the NEPA Lead Agency.
18. The APE graphic and memo will be revised based on review from WSDOT, the USACE and SHPO. It is assumed that the horizontal/vertical limits will not change, requiring amendment to the APE.
19. Historic/archaeological resource site boundaries will be determined within the parcels approved for access/survey. Recording of site boundaries that lie outside the approved APE will not be recorded.
20. It is assumed that the selected alternative/depth of impacts will be feasible for hand-shovel testing (3 feet below modern ground surface) to conduct the cultural resources survey.
21. Up to 12 shovel-tests for buried cultural resources will be completed for the project (depending on the access alternative/staging selected).
22. No historic/archaeological resources will be discovered.
23. Up to two archaeological sites, isolates, or historic property (or any combination thereof) within the project APE will be recorded.
24. Required mitigation beyond the scope described under task 1.6 may justify an amendment to the contract.
25. The Consultant will be available to attend one pre-work meeting for the cultural resources scope in-person in Lacey, Washington.
26. The Consultant will attend up to two meetings with the City/stakeholders to coordinate historic mitigation requirements.
27. The Consultant will be available for pre-scheduled conference calls regarding cultural resource activities with the Client as needed during the duration of the assignment.
28. The City will approve designation of the escrow company used for this project. The escrow company will bill the City directly for all escrow services provided.
29. The City will provide existing information, including Right-of-Way Plans and Drawings, Maps, Exhibits, Right of Way Staking, etc., legal descriptions in electronic format for all real property rights to be acquired, form approval (in electronic format) of all legal conveyance documents prior to use (i.e. offer letters, purchase and sale agreements, escrow instructions, easements, deeds, leases and permits), as necessary.

30. The City will review and approve all determinations of value, established by the project appraisers, and provide written authorization prior to offers being made to property owners.
31. The City will provide payment of any and all compensation payments to property owners, escrow services, recording fees, legal services and any incidental costs which may arise necessary to complete each transaction.
32. Timely reviews of submitted deliverables at mutually agreed upon times and consolidation of all review comments into one review document prior to returning to the Consultant.
33. Additional work not provided for in this Scope of Services may result in Supplemental Services Agreement.

V. SCOPE OF SERVICES, PHASE 1 PRELIMINARY DESIGN SERVICES

TASK 1.1 PROJECT MANAGEMENT

Task 1.1.1 Project Management

This task includes services necessary to plan the work, understand the needs of the City and the project, gain endorsement of the design and construction process and planned work scope, schedule, and budget. Project management involves controlling scope, schedule, and budget during the course of the project, by communicating with project team members. Communications include electronic and hard copy documentation control, monthly invoicing and progress reports, coordination of project design criteria, sharing project design technical information, and coordinating the completion and submittal of project deliverables with project team members and City.

Any changes that arise will be proactively communicated and documented with City's representative.

It is anticipated that the Consultant will participate in two (2) project meetings and one (1) site visit. This amounts to a total of three (3) project meetings requiring travel. Other project team meetings will be held via telephone conference.

TASK 1.2 SITE SURVEY MAPPING AND PROPERTY IDENTIFICATION (PROVIDED BY PACE ENGINEERING, INC.)

The Consultant will identify and obtain available existing mapping/research of the project area, and perform topographic mapping and preparation of accurate base maps for both preliminary and final design of the project.

The limits of the mapping will be as follows:

- 200 feet in width, centered on the bridge and right-of-way for Marine View Drive South, starting from 150 feet south of south bridge abutment, going north to 100 feet past the intersection with S 252nd Street, including ground surface, utilities, and the bridge deck.

Task 1.2.1 Mapping and Right-of-Way Location

This task includes researching & identifying local horizontal and vertical control in the vicinity that will be utilized for the project in addition to performing the necessary field work to establish it onsite.

- Vertical Datum: NAVD 88 per King County or WSDOT control in the vicinity of the project.
- Horizontal Datum: Project Datum North American Datum of 1983 (Adjusted 2007) Washington State Plane Coordinate System, South Zone, per King County or WSDOT control in the vicinity of the project.

The Consultant will locate visible surface features and Right-of-Way boundaries within the mapping area, including:

- Topography sufficient enough to generate 2-foot contours
- Utilities, including inverts of storm and sanitary sewers, underground utilities to be marked by APS
- Bridge abutments and columns within the mapping area
- Paving limits, including type and general conditions of materials, channelization, etc.
- Other surface features such as walls, fences, rockeries, trees over 8 inches in diameter, buildings, creeks, etc.

Deliverables:

- Survey field notes
- Topographic Survey / Base Map for bridge design showing the above, including CAD file(s)

Task 1.2.2 Easements

The Consultant will prepare up to four (4) temporary construction easement descriptions and exhibits.

Deliverables:

- Print (4) temporary construction easement descriptions and exhibits, along with the electronic files using AutoCAD version 2011 Civil 3D.

TASK 1.3 GEOTECHNICAL (PROVIDED BY GEOENGINEERS)

The Consultant will perform final design based on the design of installing drilled shaft foundations at the abutments. The geotechnical analysis for this design indicates that the liquefaction is likely at the locations of the interior piers within the flood plain.

The Consultant will acquire additional geotechnical information and perform analysis necessary to determine the appropriate geotechnical inputs for modeling the structure. The modeling will be performed using SAP 2000 software and in accordance with Washington State Department of Transportation (WSDOT) "Bridge Design Manual" guidelines.

The Consultant will review the existing geotechnical information, performing additional subsurface exploration and analysis, and develop recommendations for geotechnical input to the structural modeling described above.

Task 1.3.1 Data Review

The Consultant will review geotechnical information and complete soil characterization including Vs-30 value and site class per American Association of State Highway and Transportation Officials (AASHTO).

Task 1.3.2 Bridge Exploration

The Consultant will perform additional exploratory borings at the two interior piers where no subsurface information is currently available, Piers 3 and 5. The exploration at Pier 3 will be completed using a truck-mounted drill rig. This exploration will extend at least 15 feet into dense glacial soil or to a maximum depth of 80 feet below ground surface. Due to the limited site access, the exploration at Pier 5 will be completed with a small Acker drill that can be moved into place by hand. This type of drill has limited power and will not likely be able to advance through dense glacial soil. The goal of this exploration will be to determine the thickness of the potentially liquefiable alluvium that overlies the dense glacial deposits.

The Consultant will complete geotechnical laboratory testing on select samples from the explorations. It is anticipated that the laboratory program will consist of particle size analyses and moisture content determinations.

Task 1.3.3 Geotechnical Analysis

The Consultant will design response spectra including a site-specific response analysis per AASHTO. The Consultant will also complete soil liquefaction analysis along with lateral spreading and seismic stability analysis.

The Consultant will provide geotechnical input parameters for use in structural analysis that include:

- Pile/shaft capacities (lateral and vertical)
- Pile/shaft springs (lateral and vertical),
- Additional soil pressure caused by lateral spreading/seismic slope instability.

The Consultant will prepare a report presenting their findings and recommendations. The Consultant will attend one team meeting to discuss results and will also participate in conference calls to discuss the geotechnical aspects of the structural modeling of the retrofitted bridge.

The Consultant will revise the Draft Geotechnical Report based on discussions regarding the results with the Exeltech project team and incorporate the revised results in the Final Geotechnical Report.

Deliverables:

- Draft Geotechnical Report at 30%

- Final Geotechnical Report at 60%

TASK 1.4 RIGHT- OF- WAY SERVICES AND ACTIVITIES (PROVIDED BY UNIVERSAL FIELD SERVICES)

Federal funds are participating in the project. Therefore, if necessary, Right-of-Way Acquisition services shall be provided by the Consultant applying the City's WSDOT approved Right-of-Way Acquisition procedures, the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (URA), and the Washington State Department of Transportation (WSDOT) Local Agency Guidelines Manual, Section 25 - Right of Way Procedures. The real property rights to be acquired from each parcel under this scope of work are identified in Table A below. This scope of work includes the acquisition of real property rights from one (1) parcel of real property. It is assumed there are no business occupants, residential occupants, or personal property displaced by this project, therefore relocation assistance is not required.

Task 1.4.1 Title/Ownership Review *(SEE POTENTIAL SERVICES)*

Task 1.4.2 Preparation and Administration

The Consultant will attend a project kickoff meeting.

The Consultant will review preliminary design concepts to minimize property impacts, and provide sample acquisition documents for the City's approval and use (i.e. offer letters, escrow instructions, easements, deeds, etc.). The City's current and existing forms will be used if available.

The Consultant will prepare parcel files to include fair offer letters, acquisition documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.

The Consultant will prepare up to six (6) monthly progress reports and schedule updates, and will attend up to three (3) progress meetings with the City.

Task 1.4.3 Project Funding Estimate (PFE)

The Consultant will subcontract and manage the PFE process with an appraisal firm previously qualified by WSDOT and certified by the State of Washington. The PFE will be completed per WSDOT Local Agency Guidelines – Section 25. Generally, the PFE is a tool to be used for confirming estimated Right of Way costs and primarily for consideration of Appraisal Waivers when the estimate of just compensation to property owners is below the City's approved Appraisal Waiver Limit and when the acquisition is uncomplicated. The City's current Appraisal Waiver Limit is \$25,000. As part of the PFE, individual worksheets will be prepared using comparable sales data determined by the project appraiser and information obtained from project Right of Way plans. All parcel worksheet(s) will be combined into a project summary worksheet for review by the City. Parcels shown in Table A below will be included in the PFE.

As a result of the PFE findings, the City may elect to make Administrative Offer(s) when the estimated amount of Just Compensation has been deemed to be less than the

approved Appraisal Waiver Limit (\$25,000) and when the acquisition is uncomplicated. Administrative Offers are based on data and analysis presented in Administrative Offer Summary (AOS) worksheets in lieu of an appraisal, in accordance with the City's approved Appraisal Waiver process.

Note: Completion of a PFE is required in order for the City to take advantage of the Appraisal Waiver process. For administrative offers exceeding \$10,000 and less than \$25,000, property owners must be informed if the offer is not based on an Appraisal and that one will be prepared if requested. If the property owner elects, an appraisal report together with a corresponding appraisal review report must be completed and a revised offer considered. This requirement may have an impact on the approved right of way budget and project schedule.

Task 1.4.4 Appraisal and Appraisal Review (SEE POTENTIAL SERVICES)

Task 1.4.5 Acquisition Negotiation (SEE POTENTIAL SERVICES)

Task 1.4.6 Parcel Closeout – Escrow Closing (SEE POTENTIAL SERVICES)

Task 1.4.7 Right-of-Way Certification

The Consultant will provide certification advisory review services. This may include being available to the WSDOT Right-of-Way parcel file reviewer, typically WSDOT's Real Estate Services Local Agency Coordinator. All files will be prepared and completed to the satisfaction of a WSDOT Right-of-Way file review for Certification.

Deliverables:

- Administrative – Ownership Review / Document Preparation / Progress Reporting
- Project Funding Estimate (PFE)
- Administrative Offer Summary Worksheets (based on PFE content)
- Appraisal & Appraisal Review reports
- Acquisition Negotiation Services
- Completed parcel files and records for all Right of Way services

TABLE A			
			Real Property Rights to be Acquired
No	Tax Parcel No	Owner	Temporary Construction Esmt
1	2022049001	Washington State Parks (Dept. of Natural Resources)	X

TASK 1.5 ENVIRONMENTAL SERVICES AND PERMITTING

This task consists of the work effort required to complete agency coordination and permit application materials necessary to obtain regulatory approval for project construction. The project is subject to several permits and approvals from various Federal, State and Local Agencies, Washington Department of Fish and Wildlife (WDFW), Washington Department of Ecology (Ecology), Washington Department of Archaeology and Historic Preservation (DAHP), and the City of Des Moines. The following sub-tasks will be performed by the Consultant to obtain regulatory approval for the Project.

Task 1.5.1 Pre-Field Review

The Consultant shall gather available data necessary to identify natural resources and/or critical areas that may be affected by the project and to identify all required regulatory permits and approvals. The Consultant shall obtain relevant data regarding the project area and associated regulated features to include but not be limited to: Priority Habitats and Species List from WDFW; US Fish and Wildlife Service (USFWS) listing of Threatened and Endangered Species in King County; and Critical Areas Maps from King County and/or the City of Des Moines. Agencies to be contacted regarding required permits and approvals will include but not be limited to: the USACE, USFWS, NMFS, USFWS, WDFW, and Ecology.

Task 1.5.2 Field Reconnaissance

The Consultant's biologist and permitting specialist shall visit the project site to confirm and evaluate the known presence and condition of habitat elements such as wetlands and Waters of the U.S. and habitat for threatened and endangered species. The Consultant shall note relevant habitat features in sufficient detail to assess potential impacts to regulated resources resulting from project design and construction. The Consultant shall gather photo documentation of the project area and relevant habitat features for inclusion in the Project's environmental permitting package.

Task 1.5.3 National Environmental Policy Act (NEPA) Evaluation

The Consultant shall prepare documentation necessary to complete environmental evaluation under NEPA. It is assumed that the project will be classified a Documented Categorical Exclusion (DCE) and documentation will be limited to the WSDOT Environmental Classification Summary (ECS). The ECS will include sufficient evaluation of impacts to Section 4(f) properties (Saltwater Park) to support a *de minimis* impact determination under Section 4(f) of the Department of Transportation Act of 1966. The Consultant shall prepare a Draft ECS for review by the City and WSDOT. Following receipt of comments on the Draft ECS, Consultant shall prepare and submit the Final ECS to the City for signature and distribution to WSDOT Highways and Local Programs. Discipline reports prepared in support of the ECS will be limited to documents completed as part of this scope of work.

Deliverables:

- Submit electronic copy of the Draft ECS to the City and WSDOT within 30 days of Notice to Proceed
- Within two weeks of receipt of comments on the Draft ECS, submit electronic copy of the Final ECS to the City

Task 1.5.4 State Environmental Policy Act (SEPA) Environmental Documentation

The Consultant will prepare a SEPA Environmental Checklist for approval by the City. Supporting documentation will be limited to documents prepared under this Scope of Work. It is assumed that the SEPA review will result in a Mitigated Determination of Non-significance and no Environmental Impact Statement or Environmental Assessment will be required.

Draft copies of SEPA document will be provided to the City for review and comment. Comments will be incorporated into the documents for submittal to the City of Des Moines. It is anticipated that the City of Des Moines, other state agencies, and/or the public may provide comments that must be addressed before the documents are considered Final.

Deliverables:

- Draft electronic copies of SEPA documentation will be provided to the City's Project Manager prior to submittal to the City of Des Moines Community Development Division
- Final electronic and printed copies of SEPA documentation will be provided to the City of Des Moines

Task 1.5.5 Prepare Joint Aquatic Resource Permit Application (JARPA)

The Consultant will prepare a Joint Aquatic Resources Permit Application (JARPA) for submittal to local, state and federal agencies. The following environmental documents and permit applications, if applicable, will be submitted on behalf of the City as part of the JARPA package:

- Clean Water Act Section 404 (USACE)
- 401 WQ Certification (Ecology)
- CZMA Consistency (Ecology)
- Hydraulic Project Approval (WDFW)
- Shoreline Substantial Development Permit (City of Des Moines)

The JARPA package will include up to eight (8) plan sheets and figures to describe and quantify fill/removal impacts, construction staging, dewatering plans, and site restoration plans.

Deliverables:

- Electronic copy of the draft permit applications submitted to the City
- Electronic and hard copy of the final permit applications incorporating comments received from the City to be delivered within two weeks of receipt of comments

Task 1.5.6 Biological Assessment (BA) (SEE POTENTIAL SERVICES)

Task 1.5.7 Respond to Agencies

The Consultant shall respond to questions and requests from regulatory agencies for additional information related to environmental documentation and permit applications.

Deliverables:

- PDF copies of questions and responses arising from requests from regulatory agencies for additional information

TASK 1.6 CULTURAL RESOURCES SURVEY AND REPORT (PROVIDED BY AQUA TERRA CRC, INC.)

McSorly Creek runs east/west underneath the structure, and the channel banks are well vegetated. The bridge lies approximately 1000 feet northeast of a previously recorded prehistoric site, 45K1436. This site is comprised of fire-cracked rock (FCR), shell midden and one lithic core/chopper artifact found on a bluff located within a gulch area of McSorly Creek. The bridge was determined eligible for listing on the National Register of Historic Places by the Washington State Historic Preservation Officer.

The project is receiving federal funding from Federal Highways Authority (FHWA), and will be permitted by the United States Army Corps of Engineers (USACE), thereby falling under the auspices of Section 106 of the National Historic Preservation Act. ATCRC will assist the Consultant with complying with the various state and federal legal requirements by identifying the presence of historic resources within the Area of Potential Effect (APE) through completion of the following tasks:

Task 1.6.1 Background Research

The Consultant will conduct background research at appropriate repositories, such as the Washington State Department of Archaeology and Historic Preservation (DAHP), affected tribal cultural resource departments, university libraries, local history museums and informants and use sources appropriate to the task, such as public records, private manuscript collections, online General Land Office records, published (secondary) sources, Sanborn fire insurance maps, and other relevant repositories. The objective of the research should be to develop a full understanding of the historical context, land use patterns, and previously identified sites within the APE.

The Consultant will obtain a detailed written description of the project area, including relevant documentation (maps, plan sheets, photos, etc.). The Consultant will provide the City/WSDOT with justification for revising/amending the APE, if warranted (based on field survey and/or background research).

Task 1.6.2 Establish Area of Potential Impact/Tribal Coordination

A project APE map will be developed, describing an area that encompasses all of the proposed horizontal and vertical project impacts. This map will be submitted to the State Historic Preservation Officer for concurrence. Formal consultation with tribes is a government to government function and is the responsibility of the FHWA/WSDOT. The Consultant will support the City by being available to attend up to two consultation meetings with affected tribes regarding the project, if requested by the City of Des Moines and/or the FHWA/WSDOT.

Task 1.6.3 Cultural Resources Survey

The cultural resources survey will be completed by ATCRC archaeologists using standard, industry-accepted methods appropriate to the project area and landform. All survey activities will comply with the SHPO guidelines for survey and inventory. Newly identified cultural resources will be fully documented. Special care will be taken to determine site boundaries if archaeological resources are present. Any recovered artifacts will be documented and photographed in the field and returned to the survey location, unless negotiated under another agreement.

Task 1.6.4 Resource Forms

Results of the survey will be summarized. Any previously recorded cultural resources will be examined and updated as necessary. Newly identified cultural resources within the project area will be fully documented on a Washington State Archaeological Site Form and will include a written description of the site and its setting, sketch maps, USGS quadrant maps, and photographs. Any structures within the APE 50 years or older will be recorded on Historic Property Inventory Forms.

Task 1.6.5 Historic Bridge Mitigation (*SEE POTENTIAL SERVICES*)**Task 1.6.6 Draft Report**

ATCRC will prepare a draft summary report of their findings that includes relevant supporting evidence for the findings and adheres to the SHPO Survey and Inventory Standards. The report will provide context on pertinent land use customs and beliefs, identify sites within the project area, discuss methods used to survey the project area, and include recommendations on the eligibility of the site(s) and the likelihood of construction impacts. A draft report that includes a recommendation of project effects on cultural/historic resource properties will be provided to the City for review six weeks after receipt of notice-to-proceed.

Task 1.6.7 Final Report

Upon receipt of comment from the City, the Consultant will revise and finalize the report to address specific concerns or suggested modifications. The final summary report will be suitable for submission to WSDOT, the SHPO, USACE, affected tribes, agencies and other concerned parties. Due to confidentiality requirements for archaeological site locations, distribution of the report will be restricted beyond any of the aforementioned parties. The report will then be submitted in final form to the City and at the City's request the Consultant will facilitate the submission of the final report to other agencies/concerned parties, if applicable.

Deliverables:

- PDF of APE graphic and description for review/approval
- Draft Report
- Final Report incorporating comments from City, to be submitted to WSDOT, the SHPO or USACE

TASK 1.7 PRELIMINARY BRIDGE AND ROADWAY ENGINEERING

The City has extremely limited funds for addressing the seismic retrofit of the Saltwater State Park Bridge and has received limited BRAC funding to address the most critical elements of the bridge, including the installation of seismic restrainers at the fracture critical hanger expansion joints in Spans 2 and 4 and the installation of seismic restrainer shafts at the bridge abutments. Given the limited funding, the foundation seismic retrofit work identified in the KPFF seismic report will be deferred. The retrofit seismic bridge work is anticipated to include:

- Abutment Piers - Constructing a new concrete bent, comprised of two concrete shafts and a concrete bent cap, adjacent to the existing bridge abutments and anchoring it to the existing bridge superstructure, to provide seismic restraint of the existing bridge and modifications to the existing approach fill and walls as necessary.
- Suspended Spans - Removal and reconstruction of the of the fracture critical hanger expansion joint in Spans 2 and 4 by constructing concrete bearing seats and installing new elastomeric bridge bearings and new bridge expansion joints and new seismic restrainers at the existing joint.
- Roadway Deck - Constructing steel plate reinforcements underneath the bridge deck cantilever adjacent to the bridge railing, to provide bridge deck strengthening.
- Struts – Epoxy crack sealing and fiber wrapping of the mid-point struts on Bents 3, 4, and 5.
- Approach slab – Installation of an approach slab at the north abutment. An approach slab was recently constructed on the south approach.
- Repair cracking and spalling underneath the bridge deck.

The Consultant will start the bridge structural modeling and design, checking, and CADD plan sheet preparation services conforming to the AASHTO specifications, WSDOT Standard Specifications, and the WSDOT Bridge Design Manual, in effect April, 2013.

The Consultant anticipates modeling the structure, as further detailed below, for the existing bridge condition, the partial retrofitted condition, and the final retrofitted bridge condition, as if all of the retrofit work was constructed. All three would be performed for the liquefied and non-liquefied soil conditions, at the interior piers, totaling six (6) cases. By doing this we will capture the seismic event prescribed by our geotechnical consultant, for the new shafts constructed at the bridge abutments and the new restrainers constructed at the new drop in span bearings. Engineering judgment will be used during the modeling process as to whether or not all six cases need to be evaluated, along with the current the impact of the partial retrofit of the structure and the future retrofit of the structure in the future.

The Consultant will develop construction access drawings depicting a way for the Contractor to get drilling equipment in position to drill the shafts for the new concrete bents.

The Consultant will prepare the opinion of probable construction cost using approximate quantities of materials for some bid items and lump sum estimates for some bid items, depending on the degree of design completed. Historical bid unit prices for projects in Western Washington will be used to determine appropriate unit bid prices for the bridge opinion of probable construction cost.

The Consultant's internal QA/QC procedures will be utilized throughout the design effort on this Project. Independent check of the structural analysis and design calculations and structural plans will be performed. Checks will also be made of computer program input, and the accurate use of the results. Drawings and details will be reviewed for constructability and conformance to the design and the applicable drawing standards.

Task 1.7.1 Site Inspection

It is anticipated that the Consultant will participate in four (4) bridge site visits/meetings to evaluate bridge site conditions and to discuss the design of the project during design.

Task 1.7.2 Review of Existing Data and Develop Design Criteria

The City will provide and the Consultant shall review and take into consideration in the preparation of the design all available information and documents related to the Saltwater State Park Bridge including, but not limited to:

- Existing Bridge Plans and Design Calculations (for the original bridge, the rehabilitated bridge, and the retrofitted bridge)
- BRAC Application
- Pin Catcher Report and Update to Report
- Bridge Load Rating Calculations
- Seismic Analysis and Retrofit Alternate Evaluation March (March 2009)
- Bridge Inspection Report

The Consultant shall review the relevant bridge and roadway site data, applicable design specifications, existing data, and develop design constraints, design considerations, and design criteria for development of the Project.

Task 1.7.3 Preliminary Underneath Deck Spalling and Crack Repair

The Consultant will participate in a two day field survey to evaluate existing bridge cracks and spalling that are in need of repair. The City will provide a UBIT truck with a two person crew to support the Consultant's Inspector. The cracks and spalling requiring repair will be marked on the bridge and documented in the Inspector's field notes.

Deliverables:

- Inspector's Field Notes

- Plan sheeting depicting areas of repair

Task 1.7.4 Preliminary (30%) Design

The Consultant will start the analysis and prepare preliminary design (approximately 30% design development) for bridge and roadway elements. Preliminary design will include ongoing collaboration with the City organization and documentation of the project design constraints and design criteria.

The Consultant will hold a one day (5 hours) "mini value engineering meeting" that will include at least one Contractor and one third party Structural Engineer. The meeting will cover options for the suspended span rehabilitation, along with construction access, constructability, cost and schedule.

The Consultant will take the existing geotechnical information and with the help of our Geotechnical consultant determine the appropriate geotechnical inputs for modeling the structure.

The structure modeling will be performed using SAP 2000 software and in accordance with WSDOT Bridge Design Manual guidelines. The design will be in accordance with their policy of doing no harm to the existing structure, as a result of retrofitting the structure.

For Preliminary 30% Design, the structural analysis modeling calculations will be prepared for the existing bridge condition for liquefied and non-liquefied conditions and the structural analysis modeling will be started for the final and/or partial retrofitted condition for liquefied and/or non-liquefied conditions based on the initial analysis results for the existing bridge and discussions between the geotechnical engineers and the bridge engineers. It is anticipated it will be necessary to make a number of runs of the computer analysis before convergence is obtained on a realistic result that will be used for the design of the seismic retrofit. This scope of services anticipates up to three (3) structural analysis modeling runs and associated calculations (existing bridge condition - liquefied soil, existing bridge condition - non-liquefied soil, and final retrofitted bridge condition - liquefied soil) will be run for the 30% design. The 30% design calculations will be revised for the next submittal.

For Preliminary 30% Design, it is assumed that 20 plan sheets, that contain the general outline of the major elements of the bridge, the construction sequencing, and the anticipated retrofit work, will be shown, which should provide a basis for understanding the project.

The Consultant will prepare preliminary design calculations and conceptual plans, which will be accompanied by a preliminary design bridge opinion of probable construction cost.

Deliverables:

- Mini VE Meeting letter memo summarizing key findings and recommendations
- 30% Design Preliminary Design Calculations, Conceptual Plans and Opinion of Probable Construction Cost

Task 1.7.5 Preliminary Approach Slabs and Struts Design

The Consultant will prepare preliminary design, using standard details, for the bridge approach slab for the north abutment.

The Consultant shall also prepare preliminary design and detailing for repairing the cracks on the mid-point struts on bents 3, 4 and 5, as well as preliminary design for fiber wrapping of same to increase the overall strength of the struts.

Deliverables:

- 30% Approach Slab Plan (1) sheet
- 30% Struts Plans (up to 2) sheets

Task 1.7.6 Preliminary Drainage Design

The Consultant will evaluate the existing drainage system on the bridge for modifications that need to occur to reduce erosion presently occurring.

Potential solutions will be developed after review of the existing conditions as obtained by the topography survey. The Consultant will discuss potential solutions with the City, which may include combinations of the following:

1. Collect of the stormwater on the bridge and pipe down the bridge columns
2. Collect the stormwater on the north end of the bridge and pipe to an existing drainage facility on the City street

Based on the solution agreed upon, the Consultant will then prepare preliminary drainage plans and estimate.

It is assumed that calculations will be minimal and a stormwater report will not be required.

Deliverables:

- Preliminary Stormwater Plans and Estimate

VI. SCOPE OF SERVICES, PHASE 2 FINAL DESIGN SERVICES**TASK 2.1 GEOTECHNICAL (PROVIDED BY GEOENGINEERS)****Task 2.1.1 Consultation During Design**

The Consultant will provide consultation during design to address geotechnical issues. The Consultant will attend two (2) team meetings to discuss results and participate in conference calls to discuss geotechnical aspects of the structural modeling of the retrofitted bridge.

TASK 2.2 BRIDGE AND ROADWAY ENGINEERING**Task 2.2.1 (60%) Design Development**

The Consultant will continue the analysis and start preparation of the final design (60% design development) for bridge and roadway elements.

- **Abutment Piers** - Constructing a new concrete bent, comprised of two concrete shafts and a concrete bent cap, adjacent to the existing bridge abutments and anchoring it to the existing bridge superstructure, to provide seismic restraint of the existing bridge. The design will consider the fact that the full seismic retrofit of the bridge will not occur until sometime in the distant future.
- **Suspended Spans** - Removal and reconstruction of the of the fracture critical hanger expansion joint in Spans 2 and 4 by constructing concrete bearing seats and installing new elastomeric bridge bearings and new bridge expansion joints and new seismic restrainers at the existing joint. The design will include the conceptual design of the temporary support system to provide a concept for the Contractor to see the extent of the work involved.
- **Roadway Deck** - Constructing steel plate reinforcements underneath the bridge deck cantilever adjacent to the bridge railing, to provide bridge deck strengthening. The design will take into account the traffic loads imposed on the bridge railing and the bridge deck cantilever overhang.

The Consultant will prepare preliminary design calculations and conceptual plans, which will be accompanied by a preliminary design bridge opinion of probable construction cost.

For 60% Final Design, the structural analysis modeling calculations may be refined and re-run for the existing bridge condition for liquefied and non-liquefied conditions and for the final and/or partial retrofitted condition for liquefied and/or non-liquefied conditions based on the initial analysis results for the existing bridge and discussions between the geotechnical engineers and the bridge engineers. It is anticipated it will be necessary to make additional runs of the computer analysis from the 30% design. This scope of services anticipates that not all of the last three (3) structural analysis modeling runs and associated calculations will need to be run for the 60% design (partial retrofitted bridge condition – liquefied soil, partial retrofitted bridge condition – non-liquefied soil, and final retrofitted bridge condition non-liquefied soil). The 60% design calculations will be revised for next submittal.

For 60% Final Design, it is assumed that 30 plan sheets, that contain the general outline of the major elements of the bridge including cross sections, the construction sequencing, and the complete outline of all anticipated retrofit work, will be shown, which should provide a basis for fully understanding the project. Specific details, such as reinforcing steel in concrete members and expansion joint and bridge bearing details, for example will not necessarily be shown.

The Consultant will use the City's existing detour plan to close the structure as a basis to develop a traffic control detour plan for this Project.

Deliverables:

- 60% Design Preliminary Design Calculations, Conceptual Plans and Opinion of Probable Construction Cost

Task 2.2.2 Final (90% and 100%) Design

The Consultant will complete the analysis and prepare final design (90% and 100% design development) for bridge and roadway elements. Final design will include ongoing collaboration with the City organization and documentation of the project design constraints and design criteria.

- **Abutment Piers** - Constructing a new concrete bent, comprised of two concrete shafts and a concrete bent cap, adjacent to the existing bridge abutments and anchoring it to the existing bridge superstructure, to provide seismic restraint of the existing bridge. The design will consider the fact that the full seismic retrofit of the bridge will not occur until sometime in the distant future
- **Suspended Spans** - Removal and reconstruction of the of the fracture critical hanger expansion joint in Spans 2 and 4 by constructing concrete bearing seats and installing new elastomeric bridge bearings and new bridge expansion joints and new seismic restrainers at the existing joint. The design will include the conceptual design of the temporary support system to provide a concept for the Contractor to see the extent of the work involved
- **Roadway Deck** - Constructing steel plate reinforcements underneath the bridge deck cantilever adjacent to the bridge railing, to provide bridge deck strengthening. The design will take into account the traffic loads imposed on the bridge railing and the bridge deck cantilever overhang.
- **Completion of detour plan design, construction access and restoration plan**

The final plans and calculations shall be stamped and signed. The plans shall be delivered in hard copy (11" x 17") paper, one full size paper set, and PDF format.

For 90% Final Design, the structural analysis modeling calculations will be checked and completed. It is anticipated that only minor adjustments to the 60% structural analysis modeling runs (that were previously prepared) and associated calculations will be needed. The 90% design calculations will be revised following final checking.

For 90% Final Design, it is assumed that 60 plan sheets will be finalized and completed. This will include full retrofit details (the reinforcing bar list will not necessarily be shown at 90%, but will be included at 100%).

The Consultant will prepare Special Provisions following WSDOT format for specialty items of work that are not covered by the WSDOT Standard Specifications or WSDOT General Special Provisions.

The Consultant will prepare the opinion of probable construction cost using approximate quantities of materials for some bid items and lump sum estimates for some bid items, depending on the degree of design completed. Historical bid unit prices for projects in Western Washington will be used to determine appropriate unit bid prices for the bridge opinion of probable construction cost.

Deliverables:

- 90% Design PS&E and Opinion of Probable Construction Cost

- 100% Design PS&E and Opinion of Probable Construction Cost

Task 2.2.3 Final Deck Spalling Repair Design

Based on the field survey, the Consultant will prepare plans and estimates for the crack and spalling requiring repair, including cleaning and chipping off the delaminated areas under the slab and patching it with high strength non-shrink grout.

The Consultant will prepare 90% plans and estimates for the cracks and spalling requiring repair, including cleaning and chipping off the delaminated areas under the slab and patching it with high strength non-shrink grout. Repair procedures will be identified in the special provisions. Based on review comments from the City, the Consultant will progress the 90% PS&E to a final 100% PS&E. Up to two (2) plan sheets are expected for this work.

Deliverables:

- 90% PS&E
- 100% PS&E

Task 2.2.4 Final Approach Slabs and Struts Design

The Consultant will progress the preliminary design of the approach slab for the north abutment to 90% PS&E. Based on review comments from the City, the Consultant will then prepare a final 100% PS&E.

The Consultant will progress the preliminary design for the repair of cracks on the mid-point struts on bents 3, 4 and 5, and the fiber wrapping design to increase the overall strength of the struts to 90% PS&E. Based on review comments from the City, the Consultant will progress to a final 100% PS&E.

It is expected that there will be one plan sheet for the approach slab and up to two plan sheets for the struts design. Repair procedures for the cracks in the struts will be identified in the special provisions.

Deliverables:

- 90% PS&E
- 100% PS&E

Task 2.2.5 Final Drainage Design

The Consultant will progress the preliminary drainage design to 90% and based on review comments from the City, will prepare a 100% final design PS&E drainage design.

Deliverables:

- 90% Stormwater PS&E
- Final Stormwater PS&E

Task 2.2.6 Constructability Review

With the 90% Design PS&E submittal, the Consultant shall have its Office Engineer and Project Inspector conduct a constructability review and then have a plan-in-hand field review with the City. The plans will be used for the review, and will be checked for coordination with existing facilities, site constraints, known utilities, construction staging, construction access, and various other constructability issues that are site specific. The Consultant shall develop the Record of Materials (ROM) while performing the constructability review of the contract plans to review that all items of work have been fully incorporated into the Contract.

Deliverable(s):

- 90% Plans Review Comments
- Record of Materials

VII. SUMMARY OF POTENTIAL SERVICES

The following Tasks are included in the scope of work as it is highly possible that these items of work may be needed in order to complete the design phase of the project. However, final determination on the need for these specific items cannot be made at this time. Work on the following Tasks will not commence without prior written approval of the City's Project Manager.

TASK 1.4 RIGHT- OF- WAY SERVICES AND ACTIVITIES (PROVIDED BY UNIVERSAL FIELD SERVICES)

Task 1.4.1 Title/Ownership Review

If requested, the Consultant will order title report(s) from a reputable title company. The title company will bill the City directly.

The Consultant will perform reviews of existing right of way and ownership information, and review special exceptions described in each title report to determine the City's acceptance of title at closing.

The Consultant will provide the City with a parcel summary memo listing ownerships, title exceptions, etc.

Task 1.4.4 Appraisal & Appraisal Review

Upon completion of the PFE, and the City's receipt of authorization from FHWA to use federal funds to acquire Right-of-Way, the Consultant will coordinate with the City to determine which parcel(s) will require Appraisal and Appraisal Reviews. The Consultant will subcontract and manage the Appraisal and Appraisal Review process with appraisal firms previously qualified by WSDOT and certified by the State of Washington. Appraisal reports will be completed by the Appraiser. The Appraisal and Appraisal Review reports will be prepared in accordance with the Uniform Standards of Professional Appraisal Practices, Washington State Department of Transportation (WSDOT) Local Agency Guidelines, current WSDOT Right of Way Manual (in particular, Chapters 4 and 5), and the URA.

It is assumed one (1) Appraisal and Appraisal Review report may be required. Actual number of appraisal and appraisal review reports is subject to: property owner rights and entitlements; determinations of the larger parcel; project design revisions; appraisal waiver determinations during the PFE process; and revisions of the Right-of-Way plans.

Appraisal scope of work and related expenses for specialty studies exclude: hazardous materials research, testing and estimating (ESA Phase 1, 2, or 3), parking modification estimates, equipment appraisals, etc. It is understood all properties to be valued are clean of hazardous materials.

The Consultant will attend all appraisal inspections (1 each) to ensure the property owner understands the real property rights being appraised, ascertain what is personal property and real property, and to help build the trust and rapport needed to assist in reaching an amicable expeditious agreement.

Upon completion of all real property owner valuations, the Consultant will coordinate with the City to obtain written approvals of just compensation prior to making any offers to property owner(s).

Task 1.4.5 Acquisition Negotiation

The Consultant will acquire various real property rights from one (1) parcel of real property, per Table A.

Acquisition of utility easement rights and/or permits for telephone, cable, gas, or any other private utility other than noted herein, are specifically excluded from this scope of work.

The Consultant will negotiate with each property owner and/or their representative in accordance with statutory and regulatory requirements, to secure the required right-of-way for the project.

The Consultant will coordinate administrative settlement approvals with the City, and renegotiate as necessary with lien holders, assisting escrow in the closing process.

The Consultant will prepare and maintain parcel files to include fair offer letters, acquisition documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.

Negotiations shall not be deemed to have failed until at least three significant meaningful contacts have been made and documented with each owner and/or their representative through direct personal contacts.

The Consultant will contact out-of-area owner(s) by telephone and by certified mail.

If negotiations reach an impasse, the Consultant will provide the City with written notification. Administrative Settlements, Possession & Use Agreements and Mediation may be considered prior to consideration of condemnation. The filing and cost of condemnation proceedings shall be the responsibility of the City.

Task 1.4.6 Parcel Closeout – Escrow Closing

Upon securing required acquisition agreements, the Consultant will submit the necessary documents and closing instructions to the designated Title/Escrow Company.

The Consultant will work with the Title/Escrow Company in order to obtain release documentation from the encumbrance(s) of public record that are not acceptable to the City to provide clear title to the property being acquired, subject to the City's title clearing guidelines.

The Consultant will coordinate signatures on closing documents for submittal to the City and payment(s) to the owner(s). The Escrow Company shall prepare and obtain the owner(s) signature on the necessary closing documents.

The Consultant will coordinate with the Escrow/Title Company in filing documents with King County, and will deliver completed files to the City.

The budget for this task is included overall Administration and Negotiations associated with the Project.

TASK 1.5 ENVIRONMENTAL SERVICES AND PERMITTING

Task 1.5.6 Biological Assessment (BA)

Based on the project location within WRIA 9 Green/Duwamish and Central Puget Sound Watershed, local site conditions and anticipated construction timing, the Project will be expected to require informal ESA consultation or No Effect documentation for the following species:

- Puget Sound Steelhead Trout

The Consultant will prepare a Biological Assessment (BA) that addresses potential impacts to threatened and endangered species potentially present within the project area. The BA will include the following required information:

- Project background and consultation history
- Project description
- Description of threatened/endangered species and associated habitat within the project area
- Environmental Baseline
- Proposed minimization and avoidance measures
- Analysis of Effects
- Interrelated and interdependent effects analysis
- Cumulative effects
- Finding of Effect
- Essential Fish Habitat Assessment

The BA will be written using the WSDOT template.

The BA will provide sufficient analysis of impacts to Fish and Wildlife Habitat Conservation Areas under the Des Moines Municipal Code Chapter 18.86. The project is expected to meet standards for a Development Exception under Chapter 18.86.280, with appropriate mitigation to be described in the BA.

The Consultant will gather the best available data concerning species and habitat within the action area, including but not limited to USFWS and NMFS species lists and prior completed Biological Assessments for projects within or near the action area. The Consultant will contact local resource agency personnel with knowledge of the species and habitat being addressed relative to the action area. Agencies and organizations to be contacted include but are not limited to NMFS, USFWS, Washington Department of Fish and Wildlife (WDFW) and local tribal biologists.

The BA will provide an analysis and determination of project impacts to Pacific Salmon Essential Fish Habitat (EFH) regulated under the Magnusson-Stevens Fishery Conservation and Management Act. A Draft copy of the BA will be provided to the City for review and comment. Comments will be incorporated into the document for submittal to

the WSDOT and National Marine Fisheries Service. It is anticipated that the WSDOT and USFWS will provide one round of comments or questions that must be addressed before the documents are considered Final. Consultant will address comments and requests for additional information from reviewing agencies.

Deliverables:

- Electronic copy of the Draft Biological Assessment submitted to the City and to WSDOT.
- Electronic and hard copy of the Final Biological Assessment Addendum within two weeks of receipt of comments from all reviewers.

TASK 1.6 CULTURAL RESOURCES SURVEY AND REPORT (PROVIDED BY AQUA TERRA CRC, INC.)

Task 1.6.5 Historic Bridge Mitigation

The Consultant will conduct background research at appropriate repositories, such as the Department of Archaeology and Historic Preservation (DAHP), university libraries, local history museums and informants, and use sources appropriate to the task, such as public records, private manuscript collections, published (secondary) sources, and other relevant repositories. The objective of the research should be to develop a full understanding of the historical context of the Saltwater State Park Bridge.

The Consultant will visit the Saltwater State Park Bridge and record the structure with digital images and compile information regarding all observable architectural information, current use and condition, and physical appearance. The results of the survey and background information will be compiled and input into the Statewide Historic Property Inventory Database System online. Each section of the form will be filled out, with up to six digital images of the structure/resource included. This will include location information, surveyor and survey name, ownership information, architectural details, description of physical appearance, a "Statement of Significance", Determination of Eligibility recommendation based on the specific National Register criteria, age of construction (or estimated age if unknown), name of the engineer/builder and bibliographic references.

The Consultant will obtain project materials, prepare progress reports and invoicing and transmit correspondence. The Consultant will maintain project files to include necessary supporting materials as required. The Consultant will monitor project task performance, schedule, budget, and approve project expenses. The Consultant will ensure that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

Deliverables:

- A hard copy transcript of the electronically submitted draft Historic Property Inventory Form data will be provided for review. Revisions to the form will occur within three business days after receipt of comment and the hard copy transcript of the final Historic Property Inventory Form will be submitted electronically.

VIII. SUMMARY OF SERVICES CURRENTLY NON-BRAC FUNDED

The following Tasks are currently not eligible to BRAC funding reimbursement. The City has asked that these Tasks be tracked separately for accounting purposes. The Consultant understands that the City intends to seek BRAC funding for items.

Task 1.7.3 Preliminary Underneath Deck Spalling and Crack Repair

Task 1.7.5 Preliminary (30%) Approach Slabs and Struts Design

Task 1.7.6 Preliminary Drainage Design

Task 2.2.3 Final Underneath Deck Spalling and Crack Repair Design

Task 2.2.4 Final Approach Slabs and Struts Design

Task 2.2.5 Final Drainage Design

IX. SCOPE OF SERVICES, PHASE 3 CONSTRUCTION ENGINEERING SERVICES

This Phase will be negotiated at a later date.

X. SCOPE OF SERVICES, PHASE 4 CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This Phase will be negotiated at a later date.

Exhibit E-1
City of Des Moines
Saltwater State Park Bridge Rehab
Summary of Cost Per Consultant

Task	Exeltech	PACE	GeoEngineers	UFS	Aqua Terra	Total
1.1 PROJECT MANAGEMENT	\$27,318.50					\$27,318.50
1.1.1 Project Management						
SUBTOTAL TASK 1.1 PROJECT MANAGEMENT	\$27,318.50	\$0.00	\$0.00	\$0.00	\$0.00	\$27,318.50
1.2 SITE SURVEY MAPPING AND PROPERTY IDENTIFICATION (PROVIDED BY PA						
1.2.1 Mapping and Right-of-Way Location		\$15,318.58				\$15,318.58
1.2.2 Easements		\$2,373.66				\$2,373.66
SUBTOTAL TASK 1.2 SURVEY MAPPING & PROPERTY ID	\$0.00	\$17,692.24	\$0.00	\$0.00	\$0.00	\$17,692.24
1.3 GEOTECHNICAL (PROVIDED BY GEOENGINEERS)						
1.3.1 Data Review			\$2,844.66			\$2,844.66
1.3.2 Bridge Exploration			\$3,854.75			\$3,854.75
1.3.3 Geotechnical Analysis			\$12,555.89			\$12,555.89
SUBTOTAL TASK 1.3 GEOTECHNICAL	\$0.00	\$0.00	\$19,255.30	\$0.00	\$0.00	\$19,255.30
1.4 RIGHT-OF-WAY SERVICES AND ACTIVITIES (PROVIDED BY UFS)						
1.4.1 Title/Ownership Review (SEE POTENTIAL SERVICES)						
1.4.2 Preparation and Administration				\$1,201.43		\$1,201.43
1.4.3 Project Funding Estimate (PFE)				\$156.57		\$156.57
1.4.4 Appraisal and Appraisal Review (SEE POTENTIAL SERVICES)						
1.4.5 Acquisition Negotiation (SEE POTENTIAL SERVICES)						
1.4.6 Parcel Closeout - Escrow Closing (SEE POTENTIAL SERVICES)						
1.4.7 Right-of-Way Certification				\$403.56		\$403.56
SUBTOTAL TASK 1.4 RIGHT-OF-WAY SERVICES AND ACTIVITIES	\$0.00	\$0.00	\$0.00	\$1,761.56	\$0.00	\$1,761.56
1.5 ENVIRONMENTAL SERVICES AND PERMITTING						
1.5.1 Pre-Field Review	\$304.95					\$304.95
1.5.2 Field Reconnaissance	\$1,022.02					\$1,022.02
1.5.3 National Environmental Policy Act (NEPA) Evaluation	\$2,721.88					\$2,721.88
1.5.4 State Environmental Policy Act (SEPA) Environmental Documentation	\$3,614.08					\$3,614.08
1.5.5 Joint Aquatic Resource Permit App (JARPA)	\$4,689.87					\$4,689.87
1.5.6 Biological Assessment (BA) (SEE POTENTIAL SERVICES)						
1.5.7 Respond to Agencies	\$1,502.09					\$1,502.09
SUBTOTAL TASK 1.5 ENVIRONMENTAL SERVICES AND PERMITTING	\$13,854.89	\$0.00	\$0.00	\$0.00	\$0.00	\$13,854.89
1.6 CULTURAL RESOURCES SURVEY AND REPORT (PROVIDED BY AQUA TERR						
1.6.1 Background Research					\$1,056.00	\$1,056.00
1.6.2 Establish Area of Potential Impact/Tribal Coordination	\$141.15				\$1,122.00	\$1,263.15
1.6.3 Cultural Resources Survey					\$4,004.00	\$4,004.00
1.6.4 Resource Forms					\$544.50	\$544.50
1.6.5 Historic Bridge Mitigation (SEE POTENTIAL SERVICES)						
1.6.6 Draft Report	\$146.56				\$825.00	\$971.56
1.6.7 Final Report					\$891.00	\$891.00
SUBTOTAL TASK 1.6 CULTURAL RESOURCES SURVEY AND REPORT	\$287.71	\$0.00	\$0.00	\$0.00	\$8,442.50	\$8,730.21
1.7. PRELIMINARY BRIDGE AND ROADWAY ENGINEERING						
1.7.1 Site Inspection	\$5,597.79					\$5,597.79
1.7.2 Review of Existing Data and Develop Design Criteria	\$3,449.56					\$3,449.56
1.7.3 Preliminary Underneath Deck Spalling and Crack Repair						
1.7.4 Preliminary (30%) Design	\$117,169.68					\$117,169.68
1.7.5 Approach Slab & Struts Design						
1.7.6 Preliminary Drainage Design						
SUBTOTAL TASK 1.7 PRELIMINARY BRIDGE AND ROADWAY	\$126,217.03	\$0.00	\$0.00	\$0.00	\$0.00	\$126,217.03
TOTAL PHASE 1	\$167,678.13	\$17,692.24	\$19,255.30	\$1,761.56	\$8,442.50	\$214,829.73
2.1 GEOTECHNICAL (PROVIDED BY GEOENGINEERS)						
2.1.1 Consultation During Design			\$7,198.51			\$7,198.51
SUBTOTAL TASK 2.2 GEOTECHNICAL	\$0.00	\$0.00	\$7,198.51	\$0.00	\$0.00	\$7,198.51
2.2 BRIDGE AND ROADWAY ENGINEERING						
2.2.1 (60%) Design Development	\$103,907.37					\$103,907.37
2.2.2 Final (90% and 100%) Design	\$110,562.72					\$110,562.72
2.2.3 Final Underneath Deck Spalling and Crack Repair Design						
2.2.4 Final Bridge Approach Slabs & Struts Repair Design						
2.2.5 Final Drainage Design						
2.2.6 Constructability Review	\$5,586.28					\$5,586.28
SUBTOTAL TASK 2.2 BRIDGE AND ROADWAY ENGINEERING	\$220,056.37	\$0.00	\$0.00	\$0.00	\$0.00	\$220,056.37
TOTAL PHASE 2	\$220,056.37	\$0.00	\$7,198.51	\$0.00	\$0.00	\$227,254.88
TOTAL LABOR COSTS (BASE TASKS)	\$387,734.50	\$17,692.24	\$26,453.81	\$1,761.56	\$8,442.50	\$442,084.61
Direct Costs	\$6,765.00	\$520.00	\$5,964.88	\$3,024.88	\$110.74	\$16,385.50
Escalation						
TOTAL (BRAC FUNDED BASE TASKS)	\$394,499.52	\$18,212.24	\$32,418.70	\$4,786.44	\$8,553.24	\$458,470.14

Exhibit E-1
City of Des Moines
Saltwater State Park Bridge Rehab
Summary of Cost Per Consultant

Task	Exeltech	PACE	GeoEngineers	UFS	Aqua Terra	Total
POTENTIAL SERVICES						
1.4 RIGHT-OF-WAY SERVICES AND ACTIVITIES (PROVIDED BY UFS)						
1.4.1 Title/Ownership Review				\$264.77		\$264.77
1.4.4 Appraisal and Appraisal Review				\$255.84		\$255.84
1.4.5 Acquisition Negotiation				\$2,794.87		\$2,794.87
1.4.6 Parcel Closeout - Escrow Closing						
1.5 ENVIRONMENTAL SERVICES AND PERMITTING						
1.5.6 Biological Assessment (BA)	\$13,538.43					\$13,538.43
1.6 CULTURAL RESOURCES SURVEY AND REPORT (PROVIDED BY AQUA TERRA)						
1.6.5 Historic Bridge Mitigation	\$146.56				\$3,234.00	\$3,380.56
TOTAL LABOR COSTS (BRAC FUNDED POTENTIAL SERVICES)	\$13,684.99	\$0.00	\$0.00	\$3,315.48	\$3,234.00	\$20,234.47
Direct Costs				\$2,956.00		\$2,956.00
Escalation						
TOTAL (BRAC FUNDED POTENTIAL SERVICES)	\$13,684.99	\$0.00	\$0.00	\$5,271.48	\$3,234.00	\$23,190.47
SERVICES CURRENTLY NON-BRAC FUNDED						
1.7. PRELIMINARY BRIDGE AND ROADWAY ENGINEERING						
1.7.3 Preliminary Underneath Deck Spalling and Crack Repair	\$3,079.33					\$3,079.33
1.7.5 Preliminary (30%) Approach Slabs & Struts Design	\$15,165.45					\$15,165.45
1.7.6 Preliminary Drainage Design	\$6,655.35					\$6,655.35
2.2 BRIDGE AND ROADWAY ENGINEERING						
2.2.3 Final Underneath Deck Spalling and Crack Repair Design	\$15,165.45					\$15,165.45
2.2.4 Final Approach Slabs & Struts Design	\$15,165.45					\$15,165.45
2.2.5 Final Drainage Design	\$6,655.35					\$6,655.35
SUBTOTAL LABOR COSTS	\$61,886.38	\$0.00	\$0.00	\$0.00	\$0.00	\$61,886.38
Direct Costs						
Escalation						
TOTAL	\$61,886.38	\$0.00	\$0.00	\$0.00	\$0.00	\$61,886.38
TOTAL	\$470,070.89	\$18,212.24	\$32,418.70	\$11,057.92	\$11,767.24	\$543,546.99

Exhibit E-1
City of Des Moines
Saltwater State Park Bridge Rehab
Hours Sheet

	Principal	Sr. Project Manager	Sr. Project Manager (Bridge)	Sr. Project Engineer (Bridges)	Project Engineer (Bridge)	Project Engineer (Roadway)	CADD Tech	Environmental Planner (Lead)	Environmental Planner	Administration	Total Exchange Labor Hours	Principal Surveyor	Project Surveyor	Sr. Party Chief	Instrument Person	Survey Tech II	Total PACE Labor Hours	Principal	Associate	Senior 1	Staff 3	Staff 2	Admin 3	0	Total Geotechnical Labor Hours	QA Coordinator	Senior Acquisition Specialist	Senior Administrative Specialist	0	Total UFS Labor Hours	Principal/PM	Sr. Archaeologist	Field Tech	Archaeological Historian	Equipment Operator	0	Total Aqua Terra Labor Hours	TOTAL
BRAC FUNDED (BASE TASKS)																																						
1.1 PROJECT MANAGEMENT																																						
1.1.1 Project Management																																						
1.2 SITE SURVEY MAPPING AND PROPERTY IDENTIFICATION (PROVIDED BY UFS)																																						
1.2.1 Mapping and Right-of-Way Location																																						
1.2.2 Easements																																						
1.3 GEOTECHNICAL (PROVIDED BY GEOENGINEERS)																																						
1.3.1 Data Review																																						
1.3.2 Bridge Exploration																																						
1.3.3 Geotechnical Analysis																																						
1.4 RIGHT-OF-WAY SERVICES AND ACTIVITIES (PROVIDED BY UFS)																																						
1.4.1 Title/Ownership Review (SEE POTENTIAL SERVICES)																																						
1.4.2 Preparation and Administration																																						
1.4.3 Project Funding Estimate (PFE)																																						
1.4.4 Appraisal and Appraisal Review (SEE POTENTIAL SERVICES)																																						
1.4.5 Acquisition Negotiation (SEE POTENTIAL SERVICES)																																						
1.4.6 Parcel Closeout - Easement Closing (SEE POTENTIAL SERVICES)																																						
1.4.7 Right-of-Way Certification																																						
1.5 ENVIRONMENTAL SERVICES AND PERMITTING																																						
1.5.1 Pre-Field Review																																						
1.5.2 Field Reconnaissance																																						
1.5.3 National Environmental Policy Act (NEPA) Evaluation																																						
1.5.4 State Environmental Policy Act (SEPA) Environmental Documentation																																						
1.5.5 Joint Aquatic Resource Permit App (JARPA)																																						
1.5.6 Biological Assessment (BA) (SEE POTENTIAL SERVICES)																																						
1.5.7 Respond to Agencies																																						
1.5.8 CULTURAL RESOURCES SURVEY AND REPORT (PROVIDED BY AQUA)																																						
1.5.1 Background Research																																						
1.5.2 Establish Area of Potential Impact/Initial Coordination																																						
1.5.3 Cultural Resources Survey																																						
1.5.4 Resource Forms																																						
1.5.5 Historic Bridge Mitigation (SEE POTENTIAL SERVICES)																																						
1.5.6 Draft Report																																						
1.5.7 Final Report																																						
1.7. PRELIMINARY BRIDGE AND ROADWAY ENGINEERING																																						
1.7.1 Site Inspection																																						
1.7.2 Review of Existing Data and Develop Design Criteria																																						
1.7.3 Preliminary Underneath Deck Spalling and Crack Repair																																						
1.7.4 Preliminary (10%) Design																																						
1.7.5 Preliminary Approval Slabs & Struts Design																																						
1.7.6 Preliminary Drainage Design																																						

Exhibit E-1
City of Des Moines
Saltwater State Park Bridge Rehab
Hours Sheet

	Principal	Sr. Project Manager	Sr. Project Engineer (Bridge)	Sr. Project Engineer (Bridge)	Project Engineer (Bridge)	Project Engineer (Roadway)	CADD Tech	Environmental Planner (Lead)	Environmental Planner	Administration	Total Exchange Labor Hours	Principal Surveyor	Project Surveyor	Sr. Party Chief	Instrument Person	Survey Tech II	Total PACE Labor Hours	Principal	Associate	Senior 1	Staff 3	Staff 2	Admin 3	Total Geotechnical Labor Hours	QA Coordinator	Senior Acquisition Specialist	Senior Administrative Specialist	Total UFS Labor Hours	Principal/PM	Sr. Archaeologist	Field Tech	Archaeological Historian	Equipment Operator	Total Aqua Terra Labor Hours	TOTAL														
																																	2.1. GEOTECHNICAL (PROVIDED BY GEOTECHNICALS)																
																																	2.1.1 Consultation During Design																
																																	2.2. BRIDGE AND ROADWAY ENGINEERING																
																																	2.2.1 (60%) Design Development																
																																	2.2.2 Final (90% and 100%) Design																
																																	2.2.3 Final Underneath Deck Spalling and Crack Repair Design																
																																	2.2.4 Final Bridge Approach Slabs & Struts Repair Design																
																																	2.2.5 Final Drainage Design																
																																	2.2.6 Constructability Review																
																																	TOTAL HOURS (BRAC FUNDED BASE TASKS)																
																																	POTENTIAL SERVICES																
																																	1.4. RIGHT-OF-WAY SERVICES AND ACTIVITIES (PROVIDED BY UFS)																
																																	1.4.1 Title/Ownership Review																
																																	1.4.4 Appraisal and Appraisal Review																
																																	1.4.5 Acquisition Negotiation																
																																	1.4.6 Parcel Closures - Easement Closing																
																																	1.5 ENVIRONMENTAL SERVICES AND PERMITTING																
																																	1.5.6 Biological Assessment (BA)																
																																	1.6 CULTURAL RESOURCES SURVEY AND REPORT (PROVIDED BY AQUA TERRA)																
																																	1.6.5 Historic Bridge Mitigation																
																																	TOTAL HOURS (BRAC FUNDED OPTIONAL TASKS)																
																																	SERVICES CURRENTLY NON-BRAC FUNDED																
																																	1.7. PRELIMINARY BRIDGE AND ROADWAY ENGINEERING																
																																	1.7.3 Preliminary Underneath Deck Spalling and Crack Repair																
																																	1.7.5 Preliminary (90%) Approach Slabs & Struts Design																
																																	1.7.6 Preliminary Drainage Design																
																																	2.2. BRIDGE AND ROADWAY ENGINEERING																
																																	2.2.3 Final Underneath Deck Spalling and Crack Repair Design																
																																	2.2.4 Final Approach Slabs & Struts Design																
																																	2.2.5 Final Drainage Design																
																																	TOTAL HOURS (CITY FUNDED TASKS)																
																																	TOTAL HOURS																

Exhibit E-1
Consultant Fee Determination - Summary Sheet
Cost Plus Fixed Fee

Saltwater State Park Bridge Rehab

Start Date

City of Des Moines

Task Description:

End Date

Consultant Fee Determination

Exeltech Project #

Consultant: Exeltech Consulting, Inc.

Code	Classification	Man Hours		Rate		Dollars
LABOR		Hours				
	Principal	0	x	\$70.00	=	0.00
	Sr. Project Manager	218	x	\$51.26	=	11,174.68
	Sr. Project Manager (Bridge)	144	x	\$51.53	=	7,420.32
	Sr. Project Engineer (Bridge)	1,346	x	\$48.15	=	64,809.90
	Project Engineer (Bridge)	856	x	\$28.56	=	24,447.36
	Project Engineer (Roadway)	308	x	\$34.94	=	10,761.52
	CADD Tech	1,660	x	\$27.50	=	45,650.00
	Environmental Planner (Lead)	29	x	\$52.97	=	1,536.13
	Environmental Planner	282	x	\$28.61	=	8,068.02
	Administration	0	x	\$29.00	=	0.00
	Total Hours	4,843				
	Total DSC				=	173,867.93

	% Increase	% of Work	
Labor Escalation for '14			= 0.00
Escalated Total DSC			= 173,867.93

Overhead (OH Cost -- including Salary Additives)OH Rate x DSC of 136.47% x \$173,867.93 = **237,277.56****Fixed Fee (FF):**FF Rate x DSC of 30.00% x \$173,867.93 = **52,160.38****Reimbursables**

Itemized	Quantity	Units		Rate		In Scope
Meals and Lodging		each	@	\$150.00	=	0.00
Mileage	1,000	each	@	\$0.57	=	565.00
Reproduction and Printing		copies	@	\$0.15	=	0.00
Postage and Supplies	10	Est	@	\$20.00	=	200.00
Mini VE Experts (Structural & Construction)	2	Est	@	\$3,000.00	=	6,000.00
Reimbursables Total						6,765.00

Exeltech Subtotal **470,070.89****Subconsultant Costs (See Exhibit G)** **73,476.10****Grand Total** **543,546.99**

Exhibit G Subcontracted Work

The agency permits subcontracted work for the following portions of the work of this agreement

[illegible]

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet

Saltwater State Park Bridge Rehabilitation City of Des Moines Task Description: Survey Consultant Fee Determination Consultant: PACE	Start Date End Date Exeltech Project #
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Classification	Hours	Labor Rate	Dollars
Principal Surveyor	3.5	x \$44.73 =	\$156.56
Project Surveyor	22	x \$34.38 =	\$756.36
Sr. Party Chief	60	x \$30.43 =	\$1,825.80
Instrument Person	60	x \$21.06 =	\$1,263.60
Survey Tech II	46	x \$32.93 =	\$1,514.78
			\$0.00
Total Hours	192		
		Total Direct Labor Cost =	\$5,517.10

	% Increase	% of Work			
Labor Escalation for '14			=		0.00
Escalated Total DSC			=		5,517.10

Overhead (OH Cost -- including Salary Additives)					
OH Rate x DSC of <u>190.68%</u>	x	<u>\$5,517.10</u>	=		10,520.01
Fixed Fee (FF):					
FF Rate x DSC of <u>30.00%</u>	x	<u>\$5,517.10</u>	=		1,655.13

Reimbursables <u>Itemized</u>	Quantity	Units	@	Rate	In Scope
Mileage		each	@	\$0.57 =	\$0.00
Meals and Lodging		each	@	\$150.00 =	\$0.00
Reproduction and Printing	100	each	@	\$0.10 =	\$10.00
Field Equipment Rental		each	@	\$50.00 =	\$0.00
Underground Utility Locate	6	each	@	\$85.00 =	\$510.00
Reimbursables Total					\$520.00

Grand Total	<u><u>\$18,212.24</u></u>
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Prepared By: _____	Date: _____
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Exhibit G-1
Subconsultant Fee Determination - Summary Sheet

Saltwater State Park Bridge Rehabilitation				Start Date	
City of Des Moines				End Date	
Task Description:		Geotechnical		Exeltech Project #	
Consultant Fee Determination					
Consultant:		GeoEngineers			
Classification					
	Hours	Labor Rate		Dollars	
Principal	20	x	\$70.80	=	\$1,416.00
Associate	14	x	\$53.13	=	\$743.82
Senior 1	50	x	\$42.00	=	\$2,100.00
Staff 3	62	x	\$31.05	=	\$1,925.10
Staff 2	40	x	\$29.01	=	\$1,160.40
Admin 3	16	x	\$24.64	=	\$394.24
Total Hours		202			
		Total Direct Labor Cost		=	\$7,739.56
		% Increase	% of Work	=	0.00
Labor Escalation for '14				=	
Escalated Total DSC				=	7,739.56
Overhead (OH Cost -- including Salary Additives)					
OH Rate x DSC of 211.80%		x	\$7,739.56	=	16,392.39
Fixed Fee (FF):					
FF Rate x DSC of 30.00%		x	\$7,739.56	=	2,321.87
Reimbursables					
Itemized	Quantity	Units	Rate	In Scope	
Mileage	152	each @	\$0.57	=	\$85.88
Field Equipment	2	each @	\$125.00	=	\$250.00
Drilling Pier 3 (Truck Rig)	1	Est @	\$3,045.00	=	\$3,045.00
Drilling Pier 5 (Limited Access Rig)	1	Est @	\$2,000.00	=	\$2,000.00
Laboratory Analysis	1	Est @	\$584.00	=	\$584.00
Reimbursables Total					\$5,964.88
Grand Total					\$32,418.70
Prepared By:		Lyle J. Stone		Date:	June 18, 2013

**Exhibit G-1
Subconsultant Fee Determination - Summary Sheet**

Saltwater State Park Bridge		Start Date		
City of Des Moines		End Date		
Task Description:	Right of Way	Exeltech Project #		
Consultant Fee Determination				
Consultant:	UFS			
Classification	Hours	Labor Rate	Dollars	
QA Coordinator	14.5 x	\$50.24 =	\$728.48	
Senior Acquisition Specialist	37 x	\$38.00 =	\$1,406.00	
Senior Administrative Special	15 x	\$29.00 =	\$435.00	
Total Hours	67	Total Direct Labor Cost =	\$2,569.48	
	% Increase	% of Work		
Labor Escalation for '14	0	0 =	0.00	
Escalated Total DSC		=	2,569.48	
Overhead (OH Cost -- including Salary Additives)				
OH Rate x DSC of <u>67.59%</u>	x	<u>\$2,569.48</u> =	1,736.71	
Fixed Fee (FF):				
FF Rate x DSC of <u>30.00%</u>	x	<u>\$2,569.48</u> =	770.84	
Reimbursables	Quantity	Units	Rate	In Scope
Itemized In Scope				
Mileage	575	each @	\$0.57 =	\$324.88
Postage, Parking Tolls, Etc	1	each @	\$200.00 =	\$200.00
Project Funding Estimate	1	each @	\$5,000.00 =	\$2,500.00
				\$3,024.88
Itemized potential Tasks		Units	Rate	In Scope
Appraisal	1	each @	\$2,000.00 =	\$2,000.00
Appraisal Review	1	each @	\$800.00 =	\$800.00
Administrative Fee 2% (B&O Taxes, etc. -	1	each @	\$156.00 =	\$156.00
				\$2,956.00
Grand Total				\$11,057.92
Prepared By:	<u>Mitch Legel, SR/WA</u>	Date:	<u>June 14, 2014</u>	

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet

Saltwater State Park Bridge Rehab City of Des Moines Task Description: Cultural Resources Consultant Fee Determination Consultant: Aqua Terra	Start Date End Date Exeltech Project #
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Classification	Hours	Labor Rate	Dollars
Principal/PM	21	x \$148.50 =	\$3,118.50
Sr. Archaeologist	39	x \$132.00 =	\$5,148.00
Field Tech	8	x \$88.00 =	\$704.00
Archaeological Historian	20.5	x \$132.00 =	\$2,706.00
Equipment Operator	0	x \$88.00 =	\$0.00

Total Hours	89	Total Direct Labor Cost	= \$11,676.50
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	% Increase	% of Work	
Labor Escalation for '14	0	0	= 0.00
Escalated Total DSC			= 11,676.50

Overhead (OH Cost -- including Salary Additives)			
OH Rate x DSC of _____	x	\$11,676.50	= 0.00

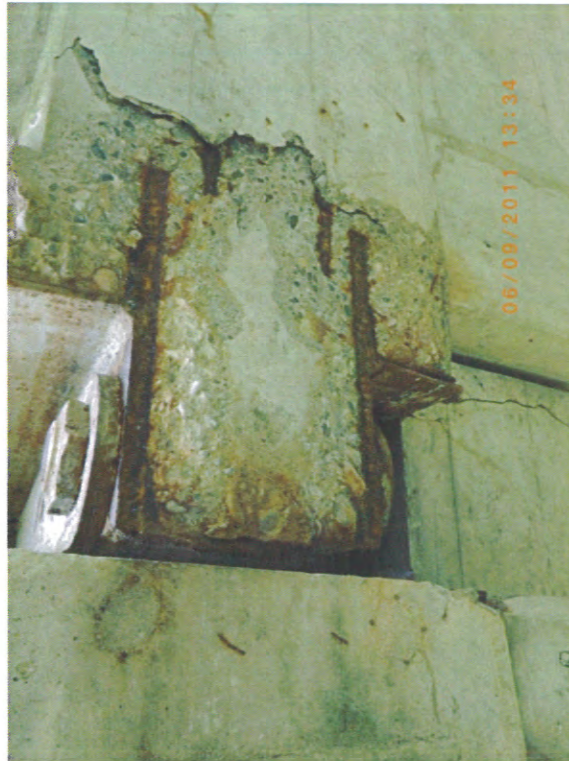
Fixed Fee (FF):			
FF Rate x DSC of _____	x	\$11,676.50	= 0.00

Reimbursables <u>Itemized</u>	Quantity	Units	Rate	In Scope
Meals and Lodging		each @	\$150.00 =	\$0.00
Mileage	196	each @	\$0.57 =	\$110.74
Reproduction and Printing		each @	\$10.00 =	\$0.00
Postage and Supplies		each @	\$20.00 =	\$0.00
				\$110.74

Grand Total	\$11,787.24
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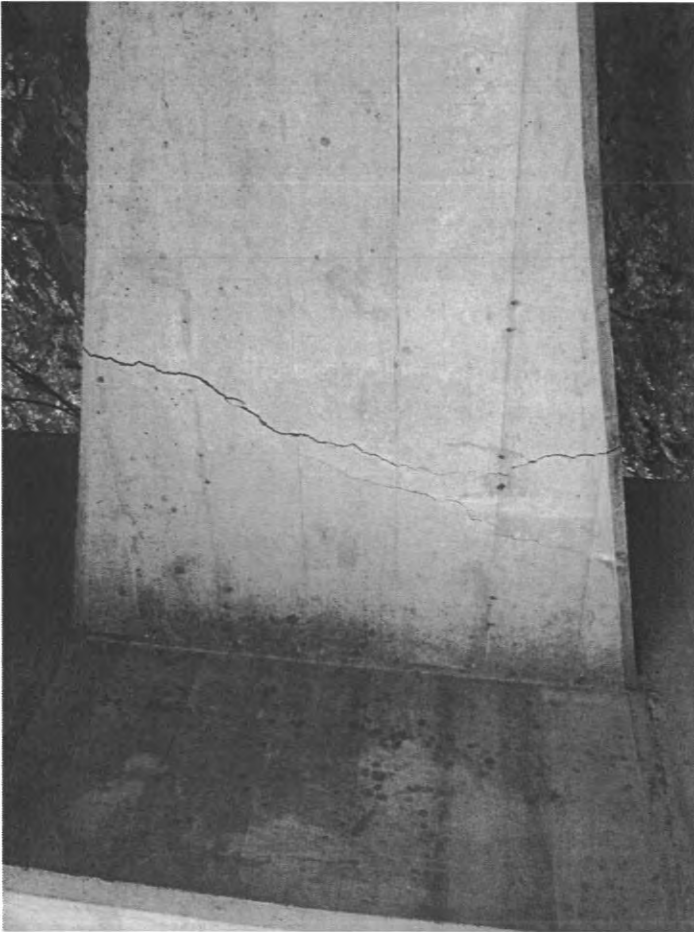
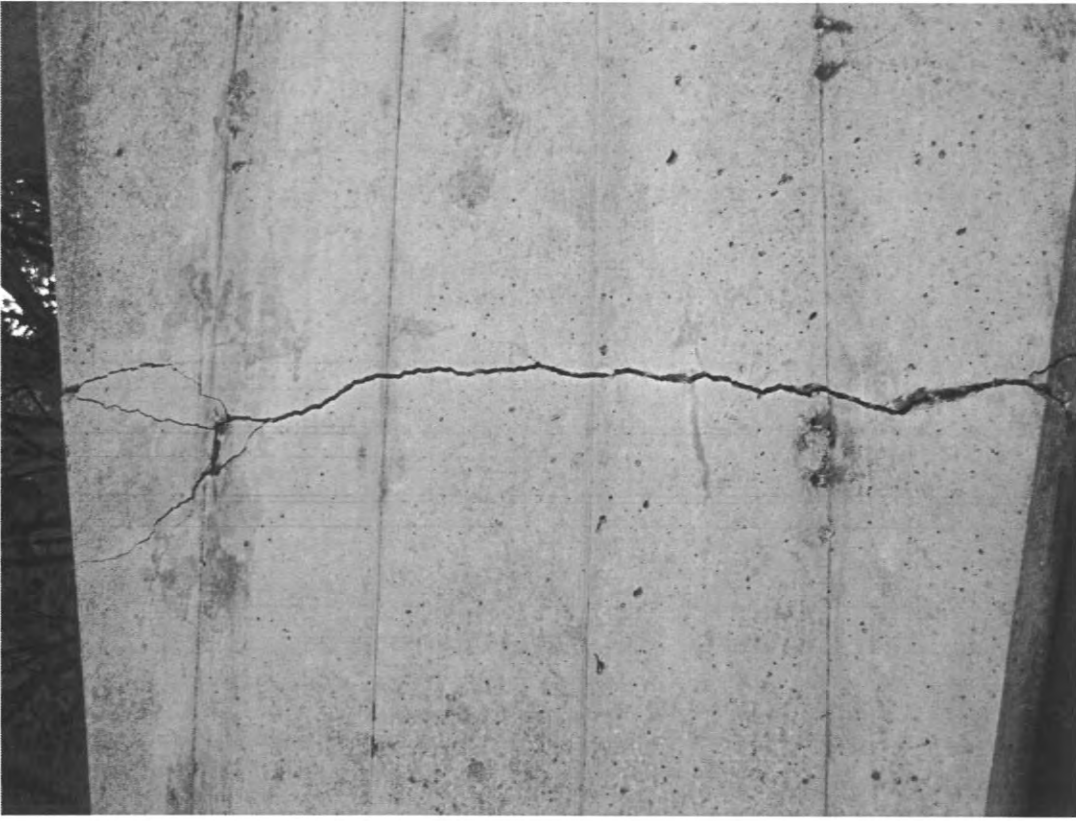
Prepared By: _____	Date: _____
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Pin and Hanger Photos





Examples of Concrete Spalling



Cracks in Strut at Bent 3



Drainage Concerns



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:	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				101
SALES TAX	-											
OTHER	-											
TOTAL	\$ 3,007,870	\$ 170,229					\$ 510,933	\$ 2,326,708				

101

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 12 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/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: Adopted
		Project Status

EXPENDITURE SCHEDULE														
COST ELEMENTS	TOTAL*	Prior Years	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Act	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	
ADMIN/City Staff (BRAC)	\$ 35,265							\$ 35,265	\$ -					
ADMIN/City Staff (Local)	41,960	31,792						10,168						
DESIGN / ENGINEERING (BRAC)	425,000							425,000						
DESIGN / ENGINEERING (Local)	256,987	138,437						118,550						
LAND	-													
BUILDINGS	-													
IMPROVEMENTS (BRAC)	1,628,630								1,628,630				103	
IMPROVEMENTS (Local)	179,285								179,285					
CONTINGENCY (BRAC)	141,620								141,620					
CONTINGENCY (Local)	75,000								75,000					
CM, CE, & Insp. (BRAC)	325,726								325,726					
CM, CE, & Insp. (Local)	28,062								28,062					
SALES TAX	-													
OTHER	-													
TOTAL	\$ 3,137,535	\$ 170,229						\$ 588,983	\$ 2,378,323					
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 Act	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	411,314	249						128,718	282,347				
2008 Bond Proceeds	39,000	39,000											
BRAC (Confirmed)	2,556,241							460,265	2,095,976				
TOTAL	\$ 3,137,535	\$ 170,229						\$ 588,983	\$ 2,378,323				

*Excludes FY 11 Amd

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Consultant Contract Amendment:
Transportation Project Manager – Len Madsen

FOR AGENDA OF: July 25 , 2013

DEPT. OF ORIGIN: Planning, Building & Public
Works

ATTACHMENTS:

DATE SUBMITTED: July 15, 2013

1. Proposed Amendment 5: Madsen Contract (2013)
2. Contract for Project Management Services between the City of Des Moines and Leonard D. Madsen, January 12 , 2009
3. Amendment #4: Madsen Contract (2013)

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AI

Purpose and Recommendation

The purpose of this agenda item is to request Council's approval of a contract amendment (refer to Attachment 1) with Leonard D. Madsen for professional transportation management services thru December 31, 2013. The following motion will appear on the consent calendar.

Suggested Motion

Motion: "I move to approve Amendment 5 to the Contract with Leonard D. Madsen, continuing professional project management services for the Transportation Gateway Project through December 31, 2013 for an additional \$33,000 with a total not to exceed \$66,000 for 2013, and authorize the City Manager to sign the contract amendment substantially in the form submitted."

Background

Mr. Madsen has served as the transportation project manager for the three major capital improvements collectively referred to as Transportation Gateway Project. The original contract (refer to attachment 2) was approved in 2009. Since that time, he has been assisting the City in design, right-of-way acquisition and construction of improvements to the segments of S. 216th Street (between 18th Ave. S. and 29th Ave. S.) and 24th Avenue South (between S. 216th Street to S. 208th Street). The term of that contract, via Amendment #4 (refer to Attachment 3), ends on December 31, 2013. Acting as the Project Manager, he

has intimate knowledge of the project, including finalizing the design process, clearing the right-of-way, developing agreements with property owners, coordinating with local utilities and securing funding with the Puget Sound Regional Council, the Washington State Transportation Board, the Washington State Public Works Trust Board and the Port of Seattle and the Federal Highway Administration (FHWA). He coordinates design work for the City including the engineering contract with KPG to finalize design and construction of the project.

The contract with Mr. Madsen is oriented to overall project coordination, including oversight of a construction contract and TIB grant for S. 216th Street, Segment 2; completion of the Right-of-Way Plan for S. 216th Street, Segment 1A (between 29th Avenue S. and 24th Avenue S.) that was approved by Council February 14, 2012; and preparation of documents for 24th Avenue South construction. He has also provided assistance for right-of-way acquisition of the old SR509 right-of-way for the Barnes Creek Trail Project.

The 2013-2016 Statewide Transportation Improvement Program (STIP) was approved in January 2013 including the 24th Avenue South Improvements (referred to regionally as “Connecting 28th/24th Avenue S.”). Mr. Madsen assisted the City in securing FHWA obligation of \$3 million in funding for these Improvements on March 25, 2013. The Port of Seattle, in May, 2013, delivered on its second development agreement providing \$3.5 million in local funds towards the 24th Avenue South improvements.

Over the spring and early summer of 2013, final construction documents were prepared and the project was coordinated with City of SeaTac staff regarding the project’s transition at S. 208th Street and connection with planned improvements to S. 200th Street. Underground utility agreements required finalization and Council approval. Franchised utilities were expanded, adjusted and/or relocated (Midway sewer, PSE gas and high voltage transmission lines). On 6/13/13 WSDOT approved the 24th Avenue South bid documents for advertizing. The 24th Avenue South Improvements were advertized for a construction on June 20, 2013 and bid award is scheduled for July 18, 2013. Mr. Madsen is also assisting the City negotiating a construction engineering and inspection contract for project.

Discussion

At the time Mr. Madsen’s contract Amendment # 4 (Attachment #3) was negotiated, the parties agreed to constrain the budget until the 24th Avenue South Improvements were fully funded. FHWA and Port of Seattle funds are now fully obligated. The level of work by Mr. Madsen is comparable to this time last year and it is anticipated that a similar level of effort will be required for the remainder of the year. He will assist the City in advancing right-of-way acquisition on the S. 216th Street, Segment 1A corridor as funds become available. He also will assist the City with other capital projects as time permits including right-of-way acquisition with WSDOT for the SR 509 corridor as well as helping to implement the pavement preservation program should Proposition 1 pass.

Staffing levels within the Department and Engineering Services Division have been curtailed and constrained due to several job transitions and consolidations. Currently, the Engineering Services Division is working to fill the vacant Associate Engineer position. Even if a candidate is selected and starts by the end of August, the start-up time associated with filling a position can take several months. The current Transportation CIP projects such as the Saltwater State Bridge repairs and the Barnes Creek Trail Design will put additional resource demands on the division. Advancing engineering to construct the needed capital improvements cannot proceed without supplementing staff resources. Mr. Madsen has cost-effectively extended staff support for the Transportation Division.

This work is exclusively funded by monies dedicated for transportation improvements including obligated funds from the above reference Port of Seattle Second Development agreement, the Washington State Transportation Improvement Board and the Federal Highway Administration. Mr. Madsen will continue to assist in management and administration of grant and contract funds.

The City's part time project management plan is working well. This professional services contract approach is preferred since Mr. Madsen is a retired PERS 1 employee, and he has certain restrictions on the number of hours he can work without affecting his retirement status.

Mr. Madsen's work has been exemplary including coordination of work with staff, the community, technical agencies and the City Council to advance capital projects through design, right-of-way acquisition, construction engineering and construction. Broad public and agency involvement is required to design and construct these improvements. Mr. Madsen will continue to coordinate the agreements with KPG for the Transportation Gateway project.

The level of effort is estimated to be approximately 16 to 20 hours per week to perform this work, at a rate of \$72/hour, not to exceed an additional \$33,000, or annual total of \$66,000.

Financial Impact

The costs for this contract extension and continued project management of the Transportation Gateway project can be accommodated from the current capital budgets for S. 216th Street, Segment 1A; S. 216th Street Segment 2; the 24th Avenue South Improvements and the Barnes Creek Trail project.

Recommendation

Staff requests that Council approve the proposed motion.

Concurrence

Legal, Finance and Planning, Building and Public Works Departments are in agreement.

**AMENDMENT #5 TO THE CONTRACT FOR PROFESSIONAL
TRANSPORTATION MANAGEMENT SERVICES**

This is an addendum/amendment to the Contract for Professional Transportation Management Services executed between the CITY OF DES MOINES, hereinafter referred to as the "City" and LEONARD D. MADSEN (Mr. Madsen) on January 12, 2009, as last amended on December 4, 2012. This addendum/amendment will amend the Compensation for the term of the current phase of the Contract.

Paragraph 4 of said Contract is amended to add the following:

4. Compensation.

Compensation for extension of this contract for the period described in paragraph 5 shall not exceed \$66,000 in total, payable at a rate of \$72.00 per hour for direct and indirect costs.

Paragraph 5 of said Contract is amended to read, in pertinent part as follows:

5. Term.

The term of this Contract shall be December 31, 2013.

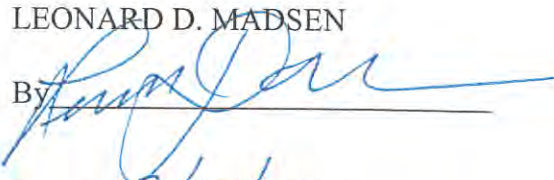
Except as modified hereby, all terms and conditions of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this _____ day of _____, 2013.

CITY OF DES MOINES

LEONARD D. MADSEN

By _____
Anthony A. Piasecki, City Manager

By  _____

Dated _____

Dated 7/15/13 _____

By Direction of the Des Moines City Council in Open Public Meeting on July 25, 2013.

APPROVED AS TO FORM:

City Attorney

CONTRACT FOR PROFESSIONAL TRANSPORTATION MANAGEMENT SERVICES
Between
THE CITY OF DES MOINES
and
LEONARD D. MADSEN

THIS CONTRACT is made and entered into between the CITY OF DES MOINES, a Washington Municipal Corporation ("the City") and Leonard D. Madsen ("Mr. Madsen").

WHEREAS, the City has adopted the 2009 Capital Improvement Program and desires to advance engineering and eventually construction of improvements commonly known as the City of Des Moines Transportation Gateway Project including S. 216th Street Improvements (Segments 1 and 2) as well as improvements to 24th Avenue South north of South 216th Street;

WHEREAS, it is necessary for the City to secure project management services to assist in overseeing potential professional services for planning, pre-design, engineering, right of way, construction and construction management;

WHEREAS, Mr. Madsen, has adequately demonstrated the ability to provide management services functioning in the recent past as the interim City Transportation Engineer and 16th Avenue South Project Manager;

THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the parties, and other good and valuable consideration, it is mutually agreed as follows:

1. Scope of Service. Mr. Madsen shall serve as Special Transportation Project Manager for the Des Moines Gateway Project. Coordination of ongoing work related to the Gateway capital improvement projects and agreements including work of staff and consulting engineers. The project may be phased dependent upon the outcome Council approval of the following tasks:

- Draft a request for qualifications and assist the City in selection of professional engineering services for all phases of the project including design, PS&E, right of way plans and construction management. It is intended that this work proceed incrementally to scope and manage the work consistent with Council contract approval.
- Pending approval of a design contract, oversee work of consulting engineers to develop a design report, including a physical survey of the right of way. The design report shall be presented to the City Council including recommendations for phased design and/or construction of the Gateway project. Said work will include technical coordination with agencies and a community meeting during predesign process culminating in a recommended plan for approval the City Council.

Professional Services Contract
 Leonard D. Madsen
 Page 2 of 5

- o Manage ongoing design work consistent with the Design Report recommendations and direction of the City's Assistant Planning, Building, and Public Works Director.
- b. Assist the City in drafting and managing agreements with property owners, funding partners and utilities to advance the project as necessary during design and construction phases.
- c. Assist the City in drafting and managing a communications strategy for the project.
- d. Assist the City in forming and managing a technical stakeholders advisory group to provide input on the design report prepared for the project.
- e. Provide recommendations for payment of invoices in excess of the signing authority provided herein.
- f. Provide monthly updates on the status of the project.
- g. Obligate City funds and reimburse expenditures not to exceed \$5,000 as provided above and consistent with the adopted 2009 budget.
- h. Coordinate work under the direction of Dan Brewer, PE, Assistant Public Works Director.

2. Contractor's Obligations. All labor, materials, tools, software, equipment, utilities, services, and all other things necessary or required in the satisfactory performance of the work shall be furnished by the Mr. Madsen. The Contract will be performed and completed under the supervision of and subject to the approval of the City or its authorized representatives, except that the City shall provide Mr. Madsen with access to the City's computer systems, support staff including, but not limited to a civil engineer, engineering technician, right of way inspector and clerical assistance and office/work space when appropriate; and certain resources such as a City code book, files pertaining to the projects listed in Section 1 of this agreement, and a "door fob" for after hours access to City Hall, all of which shall be returned to the City at the end of the Contract term noted in Section 5, unless extended by mutual written agreement.

3. Records and Documents. All data, documents, and files created by Contractor under this Agreement may be stored at City facilities, or at Mr. Madsen's residence until such time as this contract expires or is terminated, at which time they will be turned over to the City. Mr. Madsen shall make such data, documents, and files available to the City upon its request at all reasonable times for the purpose of editing, modifying, and updating as necessary. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

4. Compensation. In consideration for the complete and faithful performance of the Contract, Mr. Madsen shall be paid as follows: Excepting changes and modifications agreed upon, Contractor shall be paid sixty five dollars (\$65.00) per hour for direct and indirect costs

Professional Services Contract
Leonard D. Madsen
Page 3 of 5

and fees. The consultant is expected to work on average about 26 hours per week, although it is recognized that the work effort may fluctuate, unless modified by mutual agreement with the Assistant Planning, Building, and Public Works Director. The total compensation paid under this contract shall not exceed \$90,000.00 without prior written approval. Mr. Madsen shall submit monthly detailed invoices in a timely manner, in a form acceptable to the City's authorized representative(s), describing dates of service, services performed, and time expended. Invoices shall be paid within thirty (30) days of receipt.

5. **Term.** The term of this Contract shall be from January 9, 2009 to December 31, 2009. . This Contract may be extended upon written agreement of both parties. Performance of the consulting services under this contract may be terminated for any cause deemed sufficient by either the City or Mr. Madsen, in whole or in part, at any time, by either party giving the other written notice of such termination, specifying the extent and effective date thereof, but not sooner than fourteen (14) days from date of such notice, providing that the Mr. Madsen shall complete and be compensated for any projects or duties previously assigned and accepted, and shall be compensated for all expenses incurred or committed to, that cannot be canceled.

6. **Performance Standards.** The services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

7. **Record Keeping.** All records or papers of any sort relating to the City and the project will at all times be the property of the City and shall be surrendered to the City upon request. All information concerning the City and said services, which is not otherwise a matter of public record or required by law to be made public, is confidential, and Mr. Madsen will not, in whole or in part, now or at any time, disclose that information without the express written consent of the City Attorney.

8. **Assignment.** Mr. Madsen shall not assign this contract or any interest herein, nor any money due or to become due hereunder without first obtaining the written consent of the City, nor shall Mr. Madsen subcontract any part of the consulting services to be performed hereunder, without first obtaining the consent of the City.

9. **Modification.** No change, alteration, modification, or addition to this Contract will be effective unless it is in writing and properly signed by both parties.

10. **Independent Contractor.** The services provided by Mr. Madsen under this Contract are provided as an independent Contractor. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties. Neither Mr. Madsen nor any employee of Mr. Madsen shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City will not be responsible for withholding or otherwise deducting federal income tax or social security payments, or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor.

Professional Services Contract
 Leonard D. Madsen
 Page 4 of 5

11. Indemnification. The City releases and agrees to indemnify, defend, and hold harmless Mr. Madsen from any and all actions, errors or omissions, claims, damages, or injuries to persons or property, penalties, obligations or liabilities arising out of or related to services performed by Mr. Madsen that are within the course and scope of work performed for the City under this contract. Mr. Madsen releases and agrees to indemnify, defend, and hold harmless the City, its officers, employees, and consultants, from any and all actions, claims damages or injuries arising out of or related to the acts or omissions of Mr. Madsen, up to \$1 million, that are not under control of the City and are not within the scope of this contract.

12. Liability Insurance. Mr. Madsen shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors as follows:

- a) Automobile Liability insurance with limits no less than \$500,000 combined single limit per accident for bodily injury, and property damage \$100,000 each accident, with the City added an additional insured for all driving that is required to perform the services outlined in Section 1. of this agreement. Mr. Madsen shall provide proof of such insurance prior to performing; and
- b) Mr. Madsen will be responsible for paying for Workers' Compensation coverage required by the Industrial Insurance laws of the State of Washington.

13. Dispute Resolution Procedures.

a) **Mediation/Arbitration.** If a dispute arises from or relates to this Contract 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 administered by a mediator under the American Arbitration Association's 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 Contract or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through 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.

b) **Venue, Applicable Law and Personal Jurisdiction.** All questions related to this Contract shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Contract, such action shall be instituted in the King County Superior Court. The parties each consent to the personal jurisdiction of such court. Except as otherwise provided by law, it is expressly understood that

Professional Services Contract
 Leonard D. Madsen
 Page 5 of 5

neither party can institute any legal action against the other based on this Contract until the parties have exhausted the mediation procedures required by the previous paragraph.

14. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

15. Waiver. The waiver by either party of any breach of any term, condition, or provision of the Contract shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Contract.

16. Captions. The captions used herein are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions hereof.

17. Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Contract.

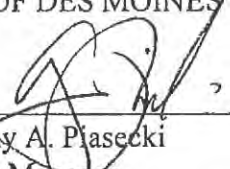
18. Concurrent Originals. This Contract may be signed in counterpart originals.

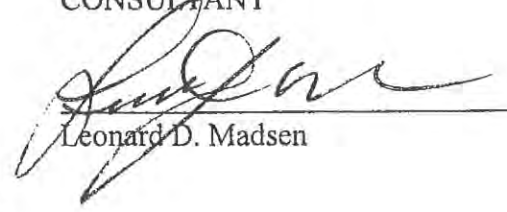
19. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Contract are hereby ratified and confirmed.

IN WITNESS THEREOF, three (3) identical counterparts of this Contract, each of which shall be deemed an original thereof, have been duly executed by the parties herein named, on the day and year first above written.

CITY OF DES MOINES

CONSULTANT

By 
 Anthony A. Plasecki
 Its City Manager
 As authorized by the Des Moines City Council
 in open public session on January 8, 2009


 Leonard D. Madsen

Dated 1/12/09

Dated 1/12/09

APPROVED AS TO FORM:


 City Attorney

AMENDMENT #4 TO THE CONTRACT FOR PROFESSIONAL TRANSPORTATION MANAGEMENT SERVICES

This is an addendum/amendment to the Contract for Professional Transportation Management Services executed between the CITY OF DES MOINES, hereinafter referred to as the "City" and LEONARD D. MADSEN (Mr. Madsen) on January 12, 2009, as last amended on December 27, 2011. This addendum/amendment will extend the term of the Contract, amend the Compensation, and amend the term of the current phase of the Contract.

Paragraph 1, first sentence of said contract is amended to add the following:

1. Scope of Services.

Mr. Madsen shall serve as Special Transportation Project Manager for the Des Moines Gateway project and other work as mutually agreed.

Paragraph 4 of said Contract is amended to add the following:

4. Compensation.

Compensation for extension of this contract for the period described in paragraph 5 shall not exceed \$33,000, payable at a rate of \$72.00 per hour for direct and indirect costs.

Paragraph 5 of said Contract is amended to read, in pertinent part as follows:

5. Term.

The term of this Contract shall be extended from December 31, 2012 to December 31, 2013.

Except as modified hereby, all terms and conditions of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this 4th day of Dec, 2012.

CITY OF DES MOINES

By [Signature]
Anthony A. Plasecki, City Manager

Dated 12/4/12

LEONARD D. MADSEN

By [Signature]

Dated 11/15/12

At the direction of the Des Moines
City Council taken at an open public
meeting on November 29, 2012

By Direction of the Des Moines City Council in Open Public Meeting on November 29, 2012.

APPROVED AS TO FORM:


City Attorney

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: SeaMar Development – Correction of
Scrivener's Error in prior Ordinance.

FOR AGENDA OF: July 25, 2013

DEPT. OF ORIGIN: PBPW

ATTACHMENTS:

1. Ordinance No. 13-173
2. Ordinance No. 1521

DATE SUBMITTED: July 17, 2013

CLEARANCES:

☒ Legal JB

☐ Finance N/A

☐ Marina N/A

☐ Parks, Recreation & Senior Services N/A

☒ Planning, Bldg & Public Works DJB

☐ Police N/A

☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL JA

Purpose and Recommendation

The purpose of this item is to obtain City Council's approval to correct an error in a legal description set out in Ordinance 1521 passed by the City Council on October 13, 2011. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to enact Draft Ordinance 13-173 amending Ordinance No. 1521 to correct the legal description for Yukon Street.

Background On October 13, 2011 the City Council passed Ordinance 1521 which provided for the legal description for a right-of-way vacation for the construction of the SeaMar development. It has been brought to the City's attention by the King County Abstract Section that the legal description provided to the City was in error and the relevant documents will not be recorded until the error is corrected.

Alternatives None. The legal description must be accurate in accordance with the survey and before recording with King County.

Financial Impact

None.

Recommendation or Conclusion

It is recommended that the City Council approve Draft Ordinance 13-173.

Concurrence

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

CITY ATTORNEY'S FIRST DRAFT 07/17/2013

DRAFT ORDINANCE NO. 13-173

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the vacation of a portion of City right-of-way identified as Yukon Street on the Interurban Heights Fifth Section Plat, and amending Ordinance No. 1521 (uncodified) due to a scrivener's error in the legal description.

WHEREAS, Ordinance No. 1521 was enacted by the City Council on October 13, 2011, vacating a portion of the City right-of-way for the SeaMar Development Project, and

WHEREAS, a scrivener's error has been identified in the legal description in Ordinance No. 1521, and it is necessary to enact the Ordinance to correct that error; now therefore,

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

Sec. 1. Section 2 of Ordinance No. 1521 (uncodified) is amended to read as follows:

Right-of-way vacation. Subject to the requirement set forth in section 3 this Ordinance, the following legally described public right-of-way as depicted on the attached map (incorporated herein by this reference) entitled Exhibit "A" is vacated and the property within the right-of-way so vacated shall belong to the respective abutting property owners to the east side of the vacated right-of-way:

~~**Yukon Street:** The Yukon Street right-of-way within the North half of the Northeast quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington described as follows;~~

~~Commencing at the Northwest corner of Lot 1 Block 7 of Interurban Heights Fifth Section filed in volume 17 of Plats, Page~~

Draft Ordinance No. 13-173.2
July 17, 2013

Ordinance No. ____
Page 2 of 4

~~85, Records of King County, Washington;
Thence, South 01° 02' 22" West, along the
west line of said Lot 1, a distance of
5.00 feet, to the **True Point of Beginning**;
Thence South 01° 02' 22" West along west
line of said Block 7 a distance of 115.00
feet; Thence North 88° 48' 45" West, a
distance of 20 feet; Thence South 1° 02' 22" West a distance of 115.00 feet; Thence South 88° 48' 45" East, a distance of 20 feet to the **True Point of Beginning**.~~

Yukon Street: The Yukon Street right-of-way lying within the North half of the Northeast quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington more particularly described as follows:

Commencing at the Northwest corner of Lot 1 Block 7 of Interurban Heights Fifth Section filed in volume 17 of Plats, Page 85, Recorded of King County, Washington;

Thence, South 01° 02' 40" West, along the west line of said Lot 1 and the east margin Yukon Street, a distance of 5.00 feet, to the **True Point of Beginning**;

Thence continuing South 01° 02' 40" West along west line of said Lot 1, Lots 2-4 of said Block 7 and the east margin of said Yukon Street, a distance of 115.00 feet to the southwest corner of said lot 4 and a north line of vacated Yukon Street, as vacated by Volume 33 of Commissioners Records, Page 97;

Thence departing said west line of lot 4 and said east margin of Yukon Street North 88° 57' 13" West, along a north line of said vacated Yukon Street a distance of

Ordinance No. ____
Page 3 of 4

20 feet to the east margin of said vacated Yukon Street;

Thence departing said north line of vacated Yukon Street North 1° 02' 40" East along the east line of said vacated Yukon Street, a distance of 115.00 feet to a point 5.00 feet south of the south margin of South 242nd Street;

Thence departing said east line of vacated Yukon Street South 88° 57' 13" East parallel with and 5.00 feet distant from the south margin of said south 242nd street, a distance of 20 feet to the **True Point of Beginning.**

Also being described as the following:

That portion of the east half of 28th Avenue South, platted as Yukon Avenue of Interurban Heights, Fifth Section, recorded in volume 17 of plats, page 85, in King County, Washington, described as the east half of 28th Avenue South which adjoins Lots 1 through 4 of Block 7, of said Interurban Heights, Fifth Section;

Except for the northerly five feet thereof;

Containing as area of 2,300 square feet or 0.0528 acres, more or less.

Sec. 2. Severability - Construction.

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

Ordinance No. ____
 Page 4 of 4

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

Sec. 3. Effective date. This Ordinance shall take effect and be in full force five (5) 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 _____, 2013 and signed in authentication thereof this ____ day of _____, 2013.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

Published: _____

ORDINANCE NO. 1521

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, vacating a portion of City right-of-way identified as Yukon Street on the Interurban Heights Fifth Section Plat, subject to the Applicant's compliance with requirements set forth herein.

WHEREAS, DMMC 12.12.040 adopts the street vacation procedures of chapter 35.79 RCW, and

WHEREAS, RCW 35.79.010 authorizes the City Council to initiate such street vacation procedures by resolution, and

WHEREAS, the City Council initiated the vacation of a portion of Yukon Avenue pursuant to Resolution No. 1175, and

WHEREAS, RCW 35.79.010 also requires that the City Council set the public hearing and date by resolution which was, in this case, established by Resolution No. 1175 fixing the public hearing for October 13, 2011, to be followed by City Council action, and

WHEREAS, notice of the public hearing was given in accordance with RCW 35.79.020 and the public hearing was held before the Des Moines City Council on October 13, 2011, and all persons wishing to be heard were heard, and

WHEREAS, no objections to the vacation were filed by any abutting property owner prior to the hearing, and the City Council finds that no person has demonstrated special injury due to substantial impairment of access to such person's property; now therefore,

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

Sec. 1. Findings adopted. Based on the evidence presented, the City Council adopts the following findings of fact:

(1) The public right-of-way subject to this Ordinance consists of a segment of public right-of-way identified as Yukon Street further legally described in Section 2 of this ordinance; and

(2) The public right-of-way described in Section 2 of this Ordinance is not improved for transportation purposes but

Ordinance No. 1521
Page 2 of 5

was dedicated by the Interurban Heights Fifth Section recorded on April 12, 1909 and, as such, is not subject to vacation by operation of law under the Laws of 1889-90; and

(3) The public right-of-way which is described in section 2 of this Ordinance is not necessary for present and future use by public utilities or for native growth protection; and

(4) The public right-of-way described in section 2 is not currently used by the public for vehicular or pedestrian travel; and

(5) The right-of-way is not required for the present and future needs of the citizens of the City of Des Moines for vehicular transportation or pedestrian purposes; and

(6) It is in the public interest to vacate this right-of-way; and

(7) The right-of-way is classified as a Class "B" right-of-way since right-of-way is undeveloped and no public funds have were ever been expended in its acquisition; therefore, compensation is required at fifty percent (50%) of the full appraised value; and

(8) Dedication of the new 5 feet right-of-way along south 242nd Street and 27th Avenue South provides adequate compensation for the vacated Class "B" right-of-way; and

Sec. 2. Right-of-way vacation. Subject to the requirement set forth in section 3 this Ordinance, the following legally described public right-of-way as depicted on the attached map (incorporated herein by this reference) entitled Exhibit "A" is vacated and the property within the right-of-way so vacated shall belong to the respective abutting property owners to the east side of the vacated right-of-way:

Yukon Street: The Yukon Street right-of-way within the North half of the Northeast quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington described as follows;

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Page 3 of 5

Commencing at the Northwest corner of Lot 1 Block 7 of Interurban Heights Fifth Section filed in volume 17 of Plats, Page 85, Records of King County, Washington; Thence, South $01^{\circ} 02' 22''$ West, along the west line of said Lot 1, a distance of 5.00 feet, to the **True Point of Beginning**; Thence South $01^{\circ} 02' 22''$ West along west line of said Block 7 a distance of 115.00 feet; Thence North $88^{\circ} 48' 45''$ West, a distance of 20 feet; Thence South $1^{\circ} 02' 22''$ West a distance of 115.00 feet; Thence South $88^{\circ} 48' 45''$ East, a distance of 20 feet to the **True Point of Beginning**.

Sec. 3. Condition of right-of-way vacation. The right-of-way subject to vacation under this Ordinance shall be subject to the following condition:

Pursuant to DMMC 12.12.050(2), Sea Mar Community Health Center shall be required to compensate the City of Des Moines for vacation of this Class B right-of-way, in the form of dedication of approximately 2,400 square feet of right-of-way legally described below and illustrated in Exhibit "B" (incorporated herein by this reference):

South 242nd Street: That portion of the North half of the Northeast quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington described as follows;

Beginning at the Northwest corner of Lot 40 Block 8 of Interurban Heights Fifth Section filed in volume 17 of Plats, Page 85, Records of King County, Washington; Thence, South $01^{\circ} 02' 22''$ West, along the west line of said Lot 40, a distance of 5.00 feet; Thence South $88^{\circ} 48' 45''$ East a distance of 220.00 feet; Thence North $01^{\circ} 02' 22''$ East, a distance of 5 feet; Thence North $88^{\circ} 48' 45''$ West a distance of 220.00 feet to the **Point of Beginning**.

27th Avenue South: That portion of the North half of the Northeast quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington described as follows;

Ordinance No. 1521
Page 4 of 5

Beginning at the southwest corner of Lot 32 Block 8 of Interurban Heights Fifth Section filed in volume 17 of Plats, Page 85, Records of King County, Washington; Thence, North 01° 02' 22" East, along the west line of Block 8, a distance of 265.00 feet; Thence South 88° 48' 45" East a distance of 5.00 feet; Thence South 01° 02' 22" West, a distance of 265 feet; Thence North 88° 48' 45" West 5.00 feet to the **Point of Beginning**.

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

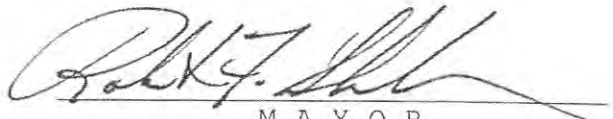
Sec. 5. Recordation. The City Clerk shall cause a certified copy of this Ordinance to be recorded in the records of the King County Recorder.

[illegible]

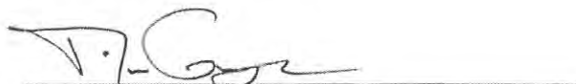
Ordinance No. 1521
Page 5 of 5

Sec. 6. 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.

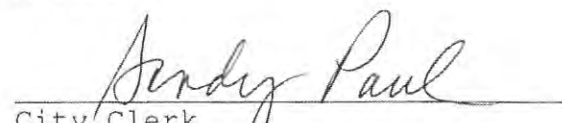
PASSED BY the City Council of the City of Des Moines this 13th day of October, 2011 and signed in authentication thereof this 13th day of October, 2011.


MAYOR

APPROVED AS TO FORM:


Assistant City Attorney

ATTEST:


City Clerk

Effective Date: November 12, 2011

Published: October 25, 2011

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2013 4Culture Grants

FOR AGENDA OF: July 25, 2013

ATTACHMENTS:

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

1. 4Culture 2013 Programs Arts Sustained Support Agency Services Contract
2. 4Culture 2013 Arts & Heritage Equipment Program letter of award

DATE SUBMITTED: July 16, 2013

CLEARANCES:

- ☒ Legal NA
- ☐ Finance NA
- ☐ Marina NA
- ☒ Parks, Recreation & Senior Services NA
- ☐ Planning, Building & Public Works NA
- ☐ Police NA
- ☐ Courts NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

Purpose and Recommendation

The purpose of this agenda item is to request City Council acceptance of two 2013 4Culture Grants.

Suggested Motions:

First Motion: "I move to ratify and confirm the contract between the City of Des Moines and 4Culture for 2013 Arts Sustained Support in the amount of \$7,500 for City of Des Moines Arts Commission programs."

Second Motion: "I move to accept the award from 4Culture for the 2013 Arts & Heritage Equipment Program in the amount of \$5,000 for a Portable Stage Ramp for ADA Accessibility, and to authorize the City Manager to sign a contract consistent with the terms of the award."

Background

The City of Des Moines Parks, Recreation and Senior Services Department apply for numerous 4Culture Grants on behalf of the Arts Commission and the Department to provide funding for its programs and services.

Discussion

Each year the Arts Commission budget is approved with the expectation that the City subsidy of approximately \$15,000 will be matched by outside grants and other funds. The City staff in cooperation with the Arts Commission applies for grant opportunities to help meet the Commission's program revenue goals. 4Culture, the Cultural Development Authority of King County funded by King County Hotel-Motel tax, supports local arts agencies by providing sustaining funds and other project specific grant awards. For 2013, staff applied for two 4Culture grants: Attachments A- Arts Sustained Support in the amount of \$7,500 for City of Des Moines Arts Commission cultural programs such as the Beach Park Summer Concert Series and Attachment B- Arts & Heritage Equipment Program in the amount of \$5,000 for a ramp for ADA Accessibility for the City's portable event staging and for the Auditorium stage.

Alternative

City Council may or may not authorize the grant awards.

Financial Impact

City Council authorized grants, other outside donations and earned income as revenue sources to support Arts Commission programs and services as part of the City's 2013 Budget process.

Recommendation or Conclusion

The Parks, Recreation and Senior Services Director and Arts Commission support this request.

Agreement No. 113263A

Contractor's Federal Taxpayer ID No. (last 4 digits) _____

Contractor City of Des Moines Arts Commission

Project Title: 2013 Programs

Contract Amount: \$7,500.00

Fund Source: CP – Arts Sustained Support

Contract Period From: 01/01/2013

To: 12/31/2013

AGENCY SERVICES CONTRACT 2013

THIS CONTRACT is entered into by the CULTURAL DEVELOPMENT AUTHORITY OF KING COUNTY ("4Culture"), whose address is 101 Prefontaine Place South, Seattle, WA 98104-2672 and telephone number is (206) 296-7580 and City of Des Moines Arts Commission (the "Contractor"), whose address is 1000 South 220th Street, Des Moines, WA 98198 and telephone number is (206) 870-6529. Contractor is an art, cultural or historical organization or specialist qualified to receive funds pursuant to King County Code Sections 2.48 and 4.42 and RCW 67.28.180 and as hereinafter may be amended. The 4Culture Board of Directors approved providing funds for this project by **Motion No. 2013-13**.

4Culture desires to provide funds with which the Contractor shall render certain services to King County citizens. Such services are for the benefit of art museums, cultural museums, heritage museums, the arts, and/or the performing arts and are consistent with those defined in RCW 67.28.180 ("Public Benefit Services").

4Culture is organized pursuant to King County Ordinance 14482 and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: "[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

The legislative authority of 4Culture has found and declared that providing funds to Contractor to reimburse Project costs in consideration of services provided hereunder constitutes a public purpose with the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

06/13/13
COPY TO PAULA

I. SCOPE OF SERVICES

A. The Contractor shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits which are incorporated herein by reference:

☒	Specific Scope of Services & Reimbursement Schedule	Attached hereto as Exhibit	A
☒	Project Proposal and Budget	Attached hereto as Exhibit	B
☒	Insurance Requirements	Attached hereto as Exhibit	C
☐	Personnel Inventory (K.C.C 12.16.060A)(In combination with other agreements, in excess of \$25,000 in a calendar year)	Attached hereto as Exhibit	D
☐	Affidavit and Certificate of Compliance (K.C.C 12.16.060B) (for Agreements in excess of \$25,000)	Attached hereto as Exhibit	E
☐	Disability Assurance of Compliance/Section 504 (KCC 12.16.060D) [ORGANIZATIONS ONLY]	Attached hereto as Exhibit	F

B. Purchase of Services. Funds awarded under this Agreement shall be used solely to reimburse the Contractor for expenses incurred expressly and solely in accordance with the Project Proposal and Budget and/or the Specific Scope of Services attached. Any amendment or modification to the Project Proposal and Budget or the Specific Scope of Services and Payment Schedule must be approved in writing by 4Culture. The work described generally by the Project Proposal and Budget and more specifically by the Specific Scope of Services shall hereinafter be referred to as the "Project".

C. In addition to performing the Project, Contractor shall provide any Public Benefit Provisions that may be specified in the Specific Scope of Services attached.

D. Contractor agrees to acknowledge 4Culture support with inclusion of the approved 4Culture logo in all marketing and promotional materials during the period this contract is in force:



Approved logos are available for download in a variety of formats at <http://www.4culture.org>

E. The Contractor agrees to notify 4Culture in advance of any public Project activities, including but not limited to ground breaking events, dedications, and other public programs.

II. DURATION OF CONTRACT

This Agreement shall commence on January 1, 2013 and shall terminate on December 31, 2013. This Agreement, however, may be terminated earlier as provided in Section IV hereof.

III. COMPENSATION AND METHOD OF PAYMENT

A. 4Culture shall reimburse the Contractor for its actual and authorized expenditures incurred in satisfactorily completing the Specific Scope of Services attached and otherwise fulfilling all requirements specified in this contract in an aggregate amount not to exceed \$7,500.00.

B. Contractor may apply to 4Culture for reimbursement upon completion of specified phases as detailed in the Specific Scope of Services and Reimbursement Schedule attached to this contract.

C. Contractor shall submit an invoice and all accompanying reports in the forms attached hereto as "EXHIBITS", not more than 30 days after the completion of each specified phase identified in the Specific Scope of Services and Reimbursement Schedule. 4Culture will initiate authorization for payment after approval of corrected invoices and reports. 4Culture shall make payment to the Agency not more than 60 days after the appropriate invoice is received.

D. Contractor shall submit its final invoice and all outstanding reports within 30 days of the date this Agreement terminates. If the Agency's final invoice and reports are not submitted by the day specified in this subsection, 4Culture will be relieved of all liability for payment to the Agency of the amounts set forth in said invoice or any subsequent invoice.

E. Accompanying the final invoice for the project, the Contractor shall also submit:

1. A project evaluation report upon the form provided by 4Culture.

2. If 4Culture requests, at least two images (prints, slides, or digital images accompanied by a high-quality print-out) of publishable quality for use by 4Culture to publicize its funding programs. Photos shall have credits, caption information, and permission to publish.

F. If the Contractor fails to comply with any terms or conditions of this contract or to provide in any manner the work or services agreed to herein, 4Culture may withhold any payment to the Contractor until 4Culture is satisfied that corrective action, as specified by 4Culture, has been completed. This right is in addition to and not in lieu of 4Culture's right to terminate this contract as provided in Section IV, any other rights of 4Culture under this Agreement and any other right or remedy available to 4Culture at law or in equity.

IV. TERMINATION OF AGREEMENT

A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of its covenants, agreements or stipulations of this Agreement, 4Culture may terminate this Agreement and withhold the remaining allocation. Prior to so terminating this Agreement, 4Culture shall submit written notice to the Contractor describing such default or violation. 4Culture shall not so terminate this Agreement if 4Culture determines that Contractor has, within twenty (20) days of the date of such notice, fully corrected such default or violation.

V. MAINTENANCE OF RECORDS

A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by 4Culture to ensure proper accounting for all contract funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Agreement.

B. These records shall be maintained for a period of six (6) years after termination of this Agreement unless a longer retention period is required by law.

VI. AUDITS AND EVALUATIONS

A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by 4Culture and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof.

B. The Contractor shall provide right of access to its facilities, including by any subcontractor to 4Culture, the King County, state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. 4Culture will give advance notice to the Contractor in the case of fiscal audits to be conducted by 4Culture.

C. The Contractor agrees to cooperate with 4Culture in the evaluation of the Contractor's performance under this contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17 (Public Records Act).

VII. PROPRIETARY RIGHTS

If any patentable or copyrightable material or article should result from the Project, all rights accruing from such material or article shall be the sole property of Contractor. Contractor agrees to and does hereby grant to 4Culture, an irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement. The foregoing license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of Contractor which are modified for use in the performance of this Agreement.

VIII. FUTURE SUPPORT

4Culture makes no commitment to support the services contracted for herein nor guarantee regarding the success of the services and assumes no obligation for future support of the Project except as expressly set forth in this Agreement.

IX. HOLD HARMLESS AND INDEMNIFICATION

A. In providing services under this Agreement, the Contractor is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Agreement. Neither the Contractor nor its officers, agents or employees are employees of 4Culture for any purpose. The Contractor shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. The Contractor is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. The Contractor and its officers, agents, and employees shall make no claim of career service or civil service rights which may accrue to a 4Culture employee under state or local law. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees and/or others by reason of this Agreement. To the extent allowed by law, the Contractor shall protect, defend, indemnify and save harmless 4Culture and its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Agreement. The Contractor shall also defend, indemnify, and save harmless 4Culture, and its officers, agents, and employees, from and against any and all claims made by Contractor's employees arising from their employment with Contractor.

B. To the full extent provided by applicable law, the Contractor shall protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Contractor, its officers, employees, and/or agents, except to the extent resulting from 4Culture's sole negligence. If this Agreement is a "a covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate" within the meaning of RCW 4.24.225, the Contractor shall so protect, defend, indemnify, and save harmless 4Culture, its officers, employees, and agents only to the extent of the Contractor's, its officers', employees', and/or agents' negligence. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. In the event 4Culture incurs any judgment, award and/or cost arising there from including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor. Claims shall include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright.

X. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of this Agreement insurance as described on the Exhibit labeled as Insurance Requirements attached here to.

XI. CONFLICT OF INTEREST

Chapter 42.23 RCW (Code Of Ethics For Municipal Officers--Contract Interests) is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of such Chapter shall be a material breach of contract.

~~In addition, Contractor represents, warrants and covenants that no officer, employee, or agent of~~ 4Culture who exercises any functions or responsibilities in connection with the planning and implementation of the Specific Scope of Contract Services funded herein, has or shall have any beneficial interest, directly or indirectly, in this contract. The Contractor further represents, warrants and covenants neither it nor any other person beneficially interested in this Agreement has offered to give or given any such officer, employee, or agent of 4Culture, directly or indirectly, any compensation, gratuity or reward in connection with this Agreement. The Contractor shall take all appropriate steps to assure compliance with this provision.

XII. NONDISCRIMINATION

During the performance of this Agreement, Contractor shall comply with state, federal and local legislation requiring nondiscrimination in employment and the provision of services to the public, including, but not limited to: Title VI of the Civil Rights Act of 1964; chapter 49.60 RCW (the Washington state law against discrimination); K.C.C. chapter 12.16 regarding discrimination and affirmative action in employment by contractors, subcontractors and vendors; K.C.C. chapter 12.17 prohibiting discrimination in contracting; K.C.C. chapter 12.18 requiring fair employment practices; K.C.C. chapter and 12.22 prohibiting discrimination in places of public accommodation.

The Contractor shall maintain, until 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Agreement. The Contractor shall make such documents available to 4Culture for inspection and copying upon request.

XIII. NOTICES

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive officer of Contractor and the Executive Director of 4Culture at the addresses first written above. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XIV. GENERAL PROVISIONS

No modification or amendment to this Agreement shall be valid unless made in writing and signed by the parties hereto. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. 4Culture's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement.

XV. ATTORNEYS' FEES; EXPENSES

Contractor agrees to pay upon demand all of 4Culture's costs and expenses, including attorneys' fees and 4Culture's legal expenses, incurred in connection with the enforcement of this Agreement. 4Culture may pay someone else to help enforce this Agreement, and Contractor shall pay the costs and expenses of such enforcement. Costs and expenses include 4Culture's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Contractor also shall pay all court costs and such additional fees as may be directed by the court.

XVI. SURVIVAL

The terms and conditions of Sections III, V, VI, VII, VIII, IX, XI, XII, XIII, XIV and XV shall survive the termination of this Agreement and shall be continuing obligations of the parties.

4CULTURE:


4Culture-CDA Executive Director

Date

7/31/13

CONTRACTOR:


SignatureAnthony A. Piasecki
Name (Please type or print)City Manager
Title (Please type or print)

Date

5/23/13


APPROVED AS TO FORM:

Des Moines City Attorney

EXHIBIT B

City of Des Moines Arts Commission

**Address**

1000 South 220th Street
Des Moines
Washington
98198

Website

www.desmoineswa.gov/artscommission

Email

skirchberg@desmoineswa.gov

Shipping Address

1000 South 220th Street
Des Moines
Washington
98198

King County Council District #

5, 8

WA State Legislative District #

33

Phone

(206) 870-6527

Date Incorporated

06/17/1959

Fax

(206) 870-6587

Federal Tax ID

91-6016496

WA State UBI#

601 161 113 1

Revenue last fiscal year

\$18,368.00

Revenue 2nd to last fiscal year

\$18,221.00

Organization Director

Arts Commission Chair, Mrs. Nancy Stephan

Director Email

NLStephan@yahoo.com

Director Phone

(206) 870-7413

Organization Description

The Des Moines Arts Commission is a commission of resident volunteer dedicated to bringing the arts, both visual and performing, to all of the Des Moines Community.

Mission

The Mission of the Des Moines Arts Commission is to provide leadership in establishing cultural opportunities to improve the quality of life, enhance the aesthetic environment and to promote Des Moines as a center for great arts.

Contact Person

Events and Facilities Coordinator, Mrs. Shannon Kirchberg

Contact Phone

(206) 870-9370

Contact Email

skirchberg@desmoineswa.gov

Community

a) Describe your community.

b) How is it changing?

We suggest you use about 250 words.

Des Moines is a waterfront community located midway between Seattle and Tacoma. Des Moines has numerous beaches and public parks on the Puget Sound which are often the location for arts events. The residential population of the City of Des Moines is 29,700 per the 2010 census. Des Moines is also home to Highline Community College and several retirement community facilities.

Primarily our community is culturally diverse and is an up and coming community. Most commerce in Des Moines centers on local small business owners. The population demographic breakdown is as follows: White 19,950, Asian 2,720, African-American 3,268 and Hispanic 1,255; American Indian or Alaskan Native 340; Hawaiian or Pacific Islander 510. The median household income for Des Moines is \$61,613.

The Arts Commission Arts Programs has been a positive way for our community to come together. While the same demographic attend the many events put on by the City of Des Moines, the Arts Commission programs bring many new people to events, which leads to a stronger sense of community and community involvement. The Arts Commission is pleased that we've been able to offer many of these events at free or reduced prices. This has continued to encourage all citizens of Des Moines to participate and have a better appreciation for the arts.

Programming

a) How does your programming respond to your community needs?

b) What program are you most proud of and why?

We suggest you use about 250 words.

The Poverty Bay Arts Celebration held August 18th, 2012, was a great success. The location changed to the newly renovated Auditorium in the Des Moines Beach Park. Changing locations gave an opportunity for citizens and visitors a chance go tour the newly renovated facility, which the City has committed to highlight. The Celebration featured 20 artists in both the fine arts and performing. There were also additional activities to engage parents and children.

The event was volunteer-driven, with limited support from city staff. The festival portrayed the Arts Commission in a positive light. Major funding was provided by Highline Community College Associated Students, who contributed \$3,000. The Event has big potential!

The Arts Commission is building on the Beach Park Concert Series, which was established in 2007. The series features 6 concerts and 1 Shakespeare event, which alone brought almost 3,000 people to the event. That is phenomenal! Our preliminary plans for 2013 are to increase the concerts to 8 and 1 Shakespeare event, adding more culturally diverse bands. We are looking forward to building on a successful foundation to grow this event into an economic driver in Des Moines.

Management

a) How is your agency structured?

b) How do you collaborate with other municipal departments and community agencies?

c) How does your agency foster the development of art, local artists, and local arts organizations?

We suggest you use about 250 words.

The Arts Commission is one unit supported by 2 Committees. There is the Performance Committee and the Visual Arts Committee. There are 3 members of the Executive Committee that participate on both the Visual and Performing Committees. Each Committee meets monthly and the Commission, as a whole, meets monthly as well. Each member participates in 2 meetings a month and the Executives participate in 3 meetings per month.

The Arts Commission has a City Staff member that supports the Commission and acts as the liaison between the City of Des Moines and the Arts Commission. In addition, the Commissioners attend monthly meetings held by other non-profit organizations within the City of Des Moines. Two (2) or more Commissioners attend 4Culture and SoCo Culture meetings to network and learn. Commissioners are also responsible for presenting their projects and activities to the City Council three or more times per year.

The Des Moines Arts Commission fosters the development of Art, local artists and local art organizations through the many events that they sponsor and orchestrate each year. Arts Alive brings performance art to the children of our Community. Children of all ages have an opportunity to see and participate in activities within their Community at little or no cost. The Beach Park concerts offer diverse acts that cross all cultural barriers through song and great free entertainment. These events bring the Community members together as one to enjoy a variety of different genres. The Arts Celebration encourages participation from our local artists and gives them an opportunity to display and sell their work at no cost to them. It also offers students from Highline Community College and the surrounding area the opportunity to perform in front of a large diverse crowd.

Future

a) What plans does your agency have for advancing its mission?

b) What are the challenges?

c) If Sustained Support funding were reduced or eliminated, how would your activities be impacted?

We suggest you use about 250 words.

During the recent budget struggles we have had to cultivate new funding sources. The Commission has been able to maintain City funding in hopes of establishing more programs as well as new arts events. We have been fortunate to have the support of the City Council, who believe it is imperative to have an Arts Commission bringing culturally diverse community events to the residents of Des Moines and help make Des Moines a true destination city.

One of our challenges has been to secure new funding. However all the local non profit organizations dip from the same pool of local funding sources. We will have to reach out to areas outside of Des Moines as well as apply for more grants.

Maintaining city funding will be a challenge going forward as we may experience a reduction in city staff hours in 2013. The Commission is dedicated to providing Arts to the Des Moines Community and is motivated to find the funding to support our public programs and events.

We are working to make the Poverty Bay Arts Celebration and the Beach Park Concert Series as our signature events. The challenge is to not overwhelm the volunteers with all the work and time that they devote so that the events are successful and sustainable.

The support from the City staff has been excellent and we hope to continue to be able to rely on those hours. We feel that our vision and organizational skills will help us meet future challenges and we hope that with a strong partnership with 4Culture we can sustain the vision.

City Staff and Council Member

Carmen Scott
21630 11th Avenue South
Des Moines, WA 98198

City Council Liaison

Patrice Thorell
1000 S. 220th Street (AC Office)
Des Moines, WA 98198

AC Ex-Officio Member / P & R Staff
1% of Time

Annette Chomica
1000 S. 220th Street
Des Moines, WA 98198

P & R Staff
1% of Time

Shannon Kirchberg
1000 South 220th Street
Des Moines, WA 98198

P&R Staff
10% or time

Contact Information	Position Held	Term	Termination
M. Luisa Bangs 22605 12 th Avenue Des Moines, WA 98198	AC Secretary/AC Member 1 st term 1 year, 2 nd term 3 years Could request 3 rd term	3 years	12/31/13
Kristy Dunn 904 South 247 th Street Des Moines, WA 98198	AC Member	3 years	12/31/14
Kathy Isaac 22226 Cliff Ave. S. #204 Des Moines, WA 98198	AC Member 1 st term, 3 years	3 years	12/31/14
Jim Langston P.O. Box 98475 Des Moines, WA 98198	AC Member 2 nd term, 3 years	3 years	12/31/14
Jean Munro 21925 7 th Ave. S. #123 Des Moines, WA 98198	AC Member 1 st term 3 years	3 years	12/31/14
Clark Snure 27423 8th Avenue South Des Moines, WA 98198	AC Member 2 nd term 3 years	3 years	12/31/12
Nancy Stephan 23641 - 7th Avenue South #1 Des Moines, WA 98198	AC Chair/AC Member 2 nd term 3 years	3 years	12/31/12
Eileen M. O'Neal 4452 S. 275 th Pl Auburn, WA 98001	AC Vice Chair/AC Member 1 st term 3 years	3 years	12/31/13
Scott Eliason 20128 3 rd Avenue South Des Moines, WA 98198	Position Held AC Member 1 st term (unexpired term)	Term 3 years	Termination 12/31/13

2012 Des Moines Arts Commission Event Tracking			
Event/Concert	Date	Time	Place
Reptile Man	18-Feb	9:00am - 12:30pm	Activity Center
Harmonica Pocket	23-Mar	9:00am - 12:30pm	Activity Center
Beyers Panels - Ribbon Cutting	4-Jun	2:00pm - 5:00 pm	City Hall
Goofy Giddian	15-Aug	9:00am - 12:30pm	Activity Center
Michael Powers	11-Jul	7:00pm - 8:30pm	Beach Park
Shakespeare in the Park - 12th Night	13-Jul	7:00pm - 8:30pm	Beach Park
The Coats	18-Jul	7:00pm - 8:30pm	Beach Park
Sedentary Sousa Band	25-Jul	7:00pm - 8:30pm	Beach Park
Crème Tangerine	1-Aug	7:00pm - 8:30pm	Beach Park
Poverty Bay Poetry Slam	4-Aug	11:00am - 3:00pm	Beach Park
Des Moines Got Talent	8-Aug	7:00pm - 8:30pm	Beach Park
Toucans Steel Drum Band	15-Aug	7:00pm - 8:30pm	Beach Park
Poverty Bay Arts Celebration	18-Aug	7:00pm - 8:30pm	Beach Park
TOTAL			

Attendees
50
100
80
331
300
350
385
250
586
85
331
300
120
3,268



CULTURE

506 SECOND AVENUE SUITE 200 SEATTLE WA 98104

2013 Arts Sustained Support Operating Budget Form

OPERATING FINANCIAL INFORMATIONORG NAME: Des Moines Arts CommissionYOUR FY ENDS: December

REPORT OPERATING EXPENSES ONLY - DO NOT INCLUDE CAPITAL EXPENDITURES

	ACTUAL FY 2009-10 or 2010	ACTUAL FY 2010-11 or 2011	CURRENT YEAR FY 2011-12 or 2012
1 Operating Expenses:			
2 Personnel:			
3 1 Artistic permanent			1,000
4 temporary	22,000	35,000	18,000
5 2 Production permanent			
6 temporary			
7 3 Administrative permanent			
8 temporary			
9 4 Education permanent			
10 temporary			
11 Production/Exhibition expenses	500	500	500
12 Marketing/Promotion expenses	1,500	1,500	1,500
13 Fundraising expenses			
14 Education expenses			
15 Occupancy expenses (mortgage/rent/utilities)			
16 Travel and Transportation			
17 Administrative expenses			
18 Subtotal	24,000	37,000	21,000
19 In-Kind Expenses (must = In-kind Contributions)			
20 TOTAL OPERATING EXPENSES	24,000	37,000	21,000
21 Earned Income:			
22 Single Tickets Box Office/Admission	3,220	6,000	733
23 Subscription/Membership			
24 Tuition/Workshops			
25 Sales/Concessions/Rentals			
26 Interest & Earnings (savings, reserves, etc.)			
27 Other Earned Income			
28 TOTAL EARNED INCOME	3,220	6,000	733
29 Earned income percentage	13%	15%	4%
30 EARNINGS GAP	(20,780)	(31,000)	(20,267)
31 Contributed Income:			
32 NEH, NEA, and IMS			
33 Other Federal Government			
34 WSAC			
35 Other State Government			
36 4Culture	7,500	7,500	7,500
37 Other County Government			
38 SOACA (Seattle)			
39 Other City Government	7,500	7,500	7,500
40 ArtsFund			
41 Other Corporations			
42 Foundations	5,000	10,000	2,800
43 PONCHO			
44 Individuals			
45 Fundraising Events (☐ Net or ☐ Gross income?)			
46 Misc. contributions		6,000	
47 SUBTOTAL CONTRIBUTED INCOME	20,000	31,000	17,800
48 In-Kind Contributions	725	2,000	1,807
49 TOTAL OPERATING INCOME	23,945	39,000	20,340

EXHIBIT C INSURANCE REQUIREMENTS

Contractor shall procure, at its sole cost and expense, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractors.

For All Coverages: Each insurance policy shall be written on an "Occurrence" form.

1. Minimum Scope of Insurance needed for this contract is as follows:

☒	Commercial General Liability	Insurance Services Office form number (CG 00 01 Ed. 11-88)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project
☐	Automobile Liability	Covering all owned and non-owned and hired automobiles – Combined Single Limit of \$1,000,000 BI & PD

2. Deductibles and Self Insured Retentions.

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to 4Culture and shall be the sole responsibility of the Contractor.

3. Other Insurance Provisions

A. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability Policies

(1) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

(2) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

(3) The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(b) All Policies

(1) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this contract. No material change, or cancellation or nonrenewal of any policy required by this contract shall occur without thirty (30) days' prior written notice to 4Culture.

4. Acceptability of Insurers

Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Bests' surplus size VIII.

5. Verification of Coverage

4Culture, reserves the right to request that contractor submit the certificate(s) of insurance evidencing compliance with all requirements set forth above.



June 27, 2013

Shannon Kirchberg, Liaison
City of Des Moines Arts Commission
1000 S 220th Street
Des Moines, Washington 98198

TEL 206 296.7560
VTTY 206 296 8574
FAX 206 296 8629
101 PREFONTAINE PLACE SOUTH
SEATTLE WA 98104
WWW.4CULTURE.ORG

Dear Ms. Kirchberg:

It is my pleasure to inform you that 4Culture has awarded the City of Des Moines Arts Commission \$5,000 through the 2013 Arts & Heritage Equipment program to assist with the "Stage Ramp for ADA Accessibility" project.

Your award is the result of a highly competitive process. This year's panel reviewed many worthy applications and selected projects that demonstrate excellence, and support efforts that will help strengthen cultural organizations' ability to deliver services to King County residents and visitors. We applaud your success in being part of that group.

If you have any questions about the recommendation or the contracting process, please feel free to call Debra Twersky at (206) 205-8558 or Eric Taylor at (206) 296-8688. You may also contact them at debra.twersky@4culture.org, or eric.taylor@4culture.org. All contracts for cultural services through 4Culture must be drafted and signed by both parties within one year of the award. Please contact Debra or Eric to draft a Scope of Services and initiate your contract.

We urge you to contact your elected State and County leaders to let them know about your award, and ask them to attend your programs. They truly appreciate knowing about the great things you are doing to serve the public in their districts, and will often help publicize your organization in their own newsletters.

On behalf of 4Culture, thank you for the work the City of Des Moines Arts Commission does to promote King County's diverse culture. Congratulations!

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Kelly', written over a horizontal line.

Jim Kelly
Executive Director

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing on Draft Ordinance
13-011, Sign Code Changes

ATTACHMENT:

1. Draft Ordinance 13-011
2. Annotated Sign Code, DMMC 18.42
3. Staff presentation

FOR AGENDA OF: July 25, 2013

DEPT. OF ORIGIN: Planning, Building and
Public Works

DATE SUBMITTED: July 17, 2013

CLEARANCES:

- ☒ Legal JB
- ☐ Finance N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Planning, Building & Public Works DJB
- ☐ Police N/A
- ☐ Courts N/A
- ☒ Economic Development Manager MM

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AT

Purpose and Recommendation

The purpose of this agenda item is to conduct a public hearing for the City Council to consider Draft Ordinance 13-011 which amends the Sign Code codified as Chapter 18.42 DMMC. The City Council may not enact the Ordinance until the SEPA comment period and 10-day appeal window is closed. Because the SEPA appeal period is still open until August 7, 2013, the public hearing must be continued to allow the Council to consider any appeals received, as part of the public hearing.

Suggested Motion

Motion 1: "I move to continue the public hearing on Draft Ordinance No.13-011 amending DMMC 18.42, Sign Code, to August 8, 2013 or as soon thereafter as the matter may be heard."

Background

Draft Ordinance 13-011 will amend a portion of Title 18 of the DMMC. Changes to Title 18 are Type VI land use actions and as such require a public hearing to provide an opportunity for the public to

comment. The date of the public hearing to consider Draft Ordinance 13-011 was set by Resolution No. 1232 pursuant to DMMC 18.60.120(3).

The regulations within the proposed amendments are classified as development regulations under the Growth Management Act as defined in RCW 36.70A.030(7); therefore, the Draft Ordinance requires review by the Department of Commerce and other State agencies. An expedited review was requested and granted by the Department of Commerce due to the fact that it has minimal Growth Management Act ramifications.

Staff has reviewed the Ordinance for possible adverse environmental impacts and has issued a determination of nonsignificance (DNS) for this Ordinance.

The Finance and Economic Development Committee completed its final review of Draft Ordinance 13-011, Sign Code, on July 2nd and asked staff to highlight any unresolved Committee member issues for consideration by the full Council.

Discussion

Business owners, real estate agents and developers, and churches have suggested that current sign code regulations in the commercial and residential zones appear to be unduly burdensome and restrictive, making it more difficult than necessary for property and business owners. Accepting this representation, the City Council directed City staff to review the City's development regulations and prepare ordinances for its consideration which create more flexible regulations for Pacific Ridge and other parts of the community.

Staff and the City Council Finance and Economic Development Committee have been researching and working on development regulation changes for Pacific Ridge, City-wide parking and City-wide signs for the past eight months and believe these goals can be achieved with changes implemented by this Draft Ordinance in conjunction with changes to the Pacific Ridge Zone Code and the Parking Code.

The major Draft Ordinance policy changes recommended for full Council consideration today include the following:

1. Church Signs. DMMC 18.08.020, Single Family Zone Permitted Uses, currently contains sign code regulations which are different than some sign code regulations in DMMC 18.42, Sign Code. All such sign regulations are recommended to be combined in 18.42, Sign Code, and reconciled to be consistent. If combined in 18.42, however, Equal Protection issues arise and it becomes clear that churches are being treated more restrictively than community centers, schools and other residentially zoned permitted uses. Therefore, 18.08.020 (6)(i) is proposed to be referenced to 18.42.290 and the more restrictive language deleted by Section 1 of Draft Ordinance 13-011.
2. Readerboards. The City wants to communicate more effectively with the public about events or issues of City-wide importance. In addition to banners, public kiosks, and wayfinding improvements, electronic readerboard devices provide an opportunity to effectively provide information, notices, and direction to the public. The City's Sign Code does not clearly allow these types of signs as off premise signs. Allowing the public readerboards to be off premise signs would allow them to contain content about events and activities that may be located in

areas other than where the sign is physically located. Generally, signs are allowed to advertise business or functions located on the site where the sign is located only. Staff believes that these devices and the ability to advertise for a broader public purpose is in the public interest. They will serve to notify the public and promote events that enhance the sense of community as well as provide a tool to help mobilize and direct efforts in a time of emergency or crisis.

3. Real Estate Directional Signs. More flexibility is recommended for the number of directional signs and the hours which they are allowed to be in place.
4. Business Identification Signs. These are allowed to be bigger and have fewer content restrictions.
5. Roof Signs. These would be allowed only in Pacific Ridge within existing building height and free standing sign standards subject to permit review and permitting.

Comments in the margin of Attachment 2 provide more explanation on the reasons for each of the changes proposed in Draft Ordinance 13-011.

The Finance & Economic Development Committee was not able to reach consensus on eleven issues in the Sign Code, Chapter 18.42, and the Committee is referring these policy questions to the full City Council for its consideration. A twelfth issue was just identified by a local church. Attachment 2 is the entire Sign Code with these policy questions identified in the right margin. These policy questions, highlighted in yellow on Attachment 2, include:

1. Should business identification sign size be increased beyond the 12 square feet proposed? (See marginal comment [gf3] on p. 8 of Attachment 2.
2. Should on-premises charitable or religious organization bulletin board size be increased above the 12 square feet currently allowed? (Comment [gf4] at top of p. 9)
3. Should the prohibition of off-premises signs be deleted in its entirety allowing businesses to advertise whatever and wherever they want? (Comment [gf7] near top of p. 15 and comment [gf13] near top of p. 18 and comment [gf20] in middle of p. 20)
4. Should (1) the prohibition against signs installed on fences be relaxed or even eliminated with strict time limits if property owner permission is given?, and (2) signs affixed to fences on Marine View Drive and Des Moines Memorial Drive be outright permitted for a limited time with a City-approved temporary sign permit? (Comment [gf9] in the middle of p. 15)
5. Should temporary owner approved signs on private property be allowed with a City permit? (Comment [gf11] in middle of p. 15)
6. Should a single 6 square feet with no lights be allowed for licensed Home Occupations? (Comment [gf12] in middle of p. 15) If so, an additional change to Section 1 of Draft Ordinance 13-011 amending 18.020(18)(d) will also be required.
7. Should the 24 square feet maximum allowed for community centers, schools and churches in 18.42.290(4) in *residential* zones be the same as the 80 square feet maximum size allowed in

18.42.310 for readerboard or freestanding signs in *commercial* zones? Alternatively, should the size be adjusted to 32 square feet, which would allow for a 4 foot by 8foot sign? (Comment [gf14] near bottom of p. 18 and comment [gf20] on p. 20)

8. Should on-premises Neighborhood Commercial Zone business identification sign size be increased beyond the 12 square feet proposed? (Comment [gf17] in middle of p. 19)
9. Should signs on Pacific Highway South be subject to a different set of sign regulations (e.g., bigger and taller signs) since speeds on Pac Highway are higher? (Comment [gf18] at bottom of p. 19)
10. Should the number of allowed freestanding signs be increased? (See Comment [gf19] near bottom of p. 19 of Attachment 2)
11. Should allowable freestanding sign size be increased from 80 square feet to 250 square feet on Pacific Highway and 150 square feet on other arterials? (Comment [gf21] on p. 20)
12. Should freestanding signs be allowed to be up to 50 feet tall on Pac Hwy and 25 feet on other properties? (Comment [gf22] on p. 20)

Alternatives

None. Because the SEPA appeal period is still open until August 7, 2013, the public hearing must be continued to allow the Council to consider any appeals received, as part of the public hearing.

Financial Impact

Amended regulations may help drive more customers to businesses and will allow the City to communicate more effectively with the community.

Recommendation or Conclusion

Staff recommends that the City Council continue the public hearing on Draft Ordinance No. 13- 011 to August 8th.

CITY ATTORNEY'S FIRST DRAFT 07/17/2013**DRAFT ORDINANCE NO. 13-011**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the City of Des Moines Sign Code codified as chapter 18.42 DMMC, and amending chapter 18.08 DMMC, to clarify that public readerboard signs are allowed as off premise signs, to help promote economic development, and to address community concerns.

WHEREAS, the City Council is considering a variety of means by which wayfinding and communication to the public for civic and other important events can be achieved, and

WHEREAS, the City is undergoing significant street improvements in the Gateway of South 216th Street and seeking a means to enhance communications to the public near City facilities in this area as well as throughout the Marina District and in other areas having high public visibility, and

WHEREAS, the City Council is considering some refinements in the Sign Code to help promote economic development and address community concerns, and

WHEREAS, the Des Moines City Council has been reaching out to the development and design community and Pacific Ridge property owners since 2000 and those stakeholders have encouraged the City to be more flexible with its sign code and other development regulations, allowing the marketplace to decide how best to achieve the City's broad development goals, and

WHEREAS, the City Council directed City staff to prepare an ordinance for its considerations which creates more flexible sign regulations for Pacific Ridge and other commercial neighborhoods, and

WHEREAS, the Planning, Building and Public Works Director acting as the SEPA responsible official reviewed this proposed non-project action and determined that the proposed textual code amendments are within the scope of the existing environmental documents and fulfilled the SEPA requirements established by

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July 17, 2013

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chapter 197-11 WAC and chapter 165.04 DMMC pursuant to WAC 197-11-600 and DMMC 16.04.108, and

WHEREAS, the City Council set the date for the public hearing by Resolution No. 1232, fixing the public hearing for July 25, 2013 as required by DMMC 18.56.200, and

WHEREAS, the textual code amendments proposed in this Draft Ordinance were provided to the Department of Commerce as required by RCW 36.70A.106, and

WHEREAS, notice of the public hearing was issued on July 8, 2013 in accordance with the DMMC, and

WHEREAS, a public hearing was held on July 25, 2013 and all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the amendments contained in this Draft Ordinance are appropriate and necessary; now therefore,

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

Sec. 1. DMMC 18.08.020 and sections 1 (24.08.020), 5 and 6 of Ordinance No. 175 as amended by section 2 of Ordinance No. 255 as amended by section 2 of Ordinance No. 295 as amended by section 1 of Ordinance No. 338 as amended by section 2 of Ordinance No. 445 as amended by section 1 of Ordinance No. 463 as amended by section 10 of Ordinance No. 532 as amended by section 1 of Ordinance No. 557 as amended by section 7 of Ordinance No. 584 as amended by section 2 of Ordinance No. 628 as amended by sections 5 and 6 of Ordinance No. 793 as amended by section 2 of Ordinance No. 806 as amended by section 1 of Ordinance No. 1100 as amended by section 5 of Ordinance No. 1106 as amended by section 2 of Ordinance No. 255 as amended by section 60 of Ordinance No. 1174 as amended by sections 3 and 4 of Ordinance No. 1237 as amended by section 1 of Ordinance No. 1282 are each amended to read as follows:

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18.08.020 Permitted uses. In a single-family residential zone the following uses only are permitted and as specifically provided in and allowed by this chapter, subject to the off-street parking requirements and the general provisions and exceptions set forth in this title beginning with chapter 18.36 DMMC:

(1) A one-family dwelling;

(2) Accessory buildings and uses including, but not limited to, the following:

(a) Accessory living quarters;

(b) Private garages designed to accommodate not more than four cars;

(c) (Repealed by Ord. 532);

(d) Lodgers limited to two;

(e) Private docks and mooring facilities and a private boathouse or hangar for the sole use of occupants of the premises to accommodate private noncommercial pleasure craft. Boathouses, hangars, docks and moorings shall be accessory to the primary use on the property to which they are contiguous, provided:

(i) No part of the boathouse or hangar shall extend more than 16 feet above the mean high water level;

(ii) A structure shall not be located closer to a property side line, or property side line extended, than the width of the required side yard on the lot to which such facilities are accessory;

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(iii) The total area of covered moorages, boathouses, or hangars shall not exceed 1,000 square feet;

(iv) Covered structures shall abut upon the natural shoreline;

(v) Such structure shall not have a width greater than 50 percent of the width of the lot at the natural shoreline upon which it is located;

(vi) A boat using such moorage shall not be used as a place of residence when so moored;

(f) Foster family day care home;

(g) Greenhouses, private and noncommercial, for propagation and culture only and no sales from the premises are permitted;

(h) One antenna system that exceeds the maximum building height specified for the residential zone and which:

(i) Does not exceed 15 feet in height above the building height limitation specified for the zone;

(ii) Is set back the greater of the applicable building setback for the zone where located, or the vertical height of the antenna system measured from the center point of the base of the mast horizontally to the nearest property line;

(iii) Has a maximum horizontal cross-sectional area for that part of the mast that is above the building height limitation for the zone such that an imaginary four-inch diameter circle would encompass all points of the horizontal cross-section;

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(iv) Has a maximum allowable three-dimensional space intrusion of 1,200 cubic feet for single ground plane antennas with a single driven element, and 200 cubic feet for beams, quads, and other multi-element antennas; except these limitations on three-dimensional space intrusion are not applicable to single long-wire antennas, single whip antennas, and single coaxial antennas. In this paragraph, "three-dimensional space intrusion" means the space within an imaginary rectangular prism that contains all extremities of an antenna;

(v) Does not encroach into the front, side, or rear setbacks required for the zone. A guy wire and anchor point for an antenna system is prohibited in the required front yard or within three feet of the side or rear property lines; except if an alley abuts a rear property line, a guy wire and anchor point may extend to the rear property line;

(vi) A variation from the above limitations not to exceed 10 percent may be granted by the department of community development; such variation shall be granted when it will not significantly increase the hazard factor, the aesthetic impact, or the economic consequences of such antenna systems;

(i) Swimming pools and other recreational facilities for the sole use of occupants of premises and their guests;

(3) Art galleries and museums, when located in a public park;

(4) Boat moorages for pleasure craft only in connection with community and noncommercial recreational facilities as set forth in this chapter, whether the

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moorage is publicly or privately owned, subject to the issuance of a conditional use permit provided the following minimum conditions are conformed to:

(a) No boat sales, service, repair, boat charter, or rental are permitted on the premises;

(b) The deck of a pier shall be no more than five feet above high water level;

(c) On-shore toilet facilities shall be provided;

(d) Boats using such moorage facilities shall not be used as a place of residence;

(e) No overhead wiring shall be permitted on piers or floats except within covered moorage structures;

(f) All covered structures over water shall abut upon the shore and be at least 40 feet apart when placed side by side; when covered structures are placed end to end or side to end, one of the structures shall abut upon the shore and the structures shall be at least 15 feet apart;

(g) No covered structures over water shall be permitted to extend out from shore a distance greater than 50 percent of the maximum permitted distance from shore of a pier on subject premises, but in no case a distance of more than 300 feet from shore, unless the outer line of the property is less than 200 feet from shore, a covered structure may be permitted to extend to the outer property line;

(h) No pier, including finger piers, shall occupy more than 10 percent of the water area of a lot upon which the same is built, nor shall the total area of

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covered structures over water occupy more than 20 percent of the water area of such lot;

(i) All covered structures over water under one ownership shall be built in a uniform manner and design and no point in the roof of such structure shall be higher than 16 feet above high water in fresh water and no floating moorage located in fresh or tidal water shall have a structure higher than 16 feet from the water line;

(j) The roofs of covered moorage shall contain no more than 7,200 square feet of area in any one unit and such roofs shall not be supported directly by extended piling;

(k) Side walls on covered structures shall not exceed 50 percent of the area of any three sides and shall be of rigid or semirigid material and shall cover from external view all roof bracing;

(5) Cemeteries that were legally in existence prior to August 3, 1964;

(6) Churches, providing the following conditions are conformed to:

(a) All buildings and structures on the site shall not cover more than 40 percent of the area of the site;

(b) The depth of the required front yard shall be the same as that required for the zone in which the site is located as identified on the zoning map;

(c) Buildings and structures on the site shall not be closer than 30 feet to any property line that is a common property line with residential property, except that a detached one-family dwelling on such site need conform

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only to the yard requirements and required distance between buildings as prescribed by the zone in which the site is located;

(d) The height limits of the zone in which the site is located shall apply, except that the height shall be measured to the mean height of the roof;

(e) On interior lots the required side yards may be used to provide off-street parking areas and on corner lots the interior side yard may be similarly used. Under no circumstances may the required front yard or the side yard on the side street be used for off-street parking;

(f) Where areas devoted to off-street parking are contiguous to residentially zoned property, then on the property line common with such residentially zoned property there shall be erected and maintained a solid wall or view-obscuring fence or hedge not less than five feet nor more than six feet in height, and such walls or fences may be built progressively as the parking facilities are installed;

(g) All lights provided to illuminate a parking area or building on such site shall be so arranged as to direct the light away from adjoining premises;

(h) Church sites shall abut and be accessible from at least one public street having two moving traffic lanes and a dedicated width that will permit not less than a 36-foot roadway;

(i) ~~The following signs only are permitted:~~ Signs are allowed as provided in DMMC 18.42.

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~~(i) One unlighted sign area on the outside wall of the main building and parallel thereto, having an area not greater than 20 square feet;~~

~~(ii) A detached sign having dimensions totaling not more than 20 square feet and on which both faces may be utilized, such sign being securely mounted on the ground on supports and the top of which sign shall be not more than six feet above the natural level of the ground upon which it rests. On corner and reverse corner lots one such sign may be placed facing each street;~~

(j) For purposes of determining conformance to the foregoing conditions and the parking requirements, a plot plan showing ultimate location and use of all buildings, location of signs, location and amount of off-street parking areas, location and adequacy of ingress to and egress from parking areas, landscaping and sketches to scale showing the building elevations and floor space to be devoted to seating or assembly purposes shall be filed with and approved by the building department prior to the issuance of any building permit and thereafter the issuance of building permits shall be governed by and conform to the approved plot plan. If, later, a modified plot plan is submitted, the modified plan shall conform to the conditions and requirements of this title or any amendments in effect at the time the modified plan is submitted;

(7) Nursery schools, day care centers, or mini-day care programs when located on the same site with public or private schools or churches;

(8) Foster care home, 24-hour;

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(9) Golf courses, private or public, including clubhouse, accessory driving range, pitch and putt courses except the following minimum conditions are required:

(a) A building or structure shall maintain a distance of not less than 50 feet from an exterior boundary line that is a common property line with residential property and from a street boundary line;

(b) A service area, a side of which constitutes a common property line with residential property, shall be screened from such property line by the erection and maintenance on such common property line of a solid wall or view-obscurer fence or hedge not less than five or more than six feet in height;

(c) No required yard or open space on the premises shall be used to provide parking spaces for cars or vehicles;

(d) Where property devoted to these purposes is bounded by a street, then on a street property line, no entrance-exit facilities for automobiles shall be located closer than 100 feet to a street intersection;

(10) Libraries (publicly operated);

(11) Parks, publicly owned and operated, except the following minimum conditions are required:

(a) No bleachers or stadiums are permitted if the site is less than 10 acres, and no public amusement devices for hire are permitted;

(b) Lights provided to illuminate a building or recreational area shall be so arranged as to reflect the

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light away from a lot upon which a dwelling unit is located;

(c) A building or structure or service yard on the site shall maintain a distance not less than 50 feet from a property line that is a common property line with residential property and from a public street;

(12) Public utility facilities:

(a) Public utility distribution permitted by DMMC 18.36.140 (Public utilities - Distribution) is not affected by this section;

(b) Public utility facilities necessary for the transmission and distribution of services for the area when the facilities are located underground below the natural grade of the site, except that surface-mounted transformers, telephone terminals, and metering devices less than five feet in height required in connection with underground services are permitted above ground;

(c) Public utilities facilities, such as but not limited to telephone exchanges, sewage or water pumping stations, electrical distribution substations, water storage reservoirs or tanks necessary for distribution, but not including business offices, warehousing, storage buildings or yards, service yards, sewage treatment plants or bulk gas storage or the like, are permitted above ground, subject to the following minimum standards:

(i) Any equipment or structure except architectural screens and fences shall observe a distance of one foot for each one foot the equipment or structure rises above the grade but in no case less than 20 feet from a property line that is a common property line with a street, alley, or with residential property;

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(ii) When security fences are used, they shall be supplemented with a Type II landscaping strip so as to minimize the industrial character of such fences;

(iii) Public utility facilities shall be landscaped as required in DMMC 18.41.300 (Public or institutional uses);

(iv) When the facility includes bulky structures such as water towers or standpipes, the landscaping shall include either existing or planted trees of such size as will partially screen and effectively break up the massive appearance of such structures;

(v) Landscaping shall be planted according to industry standards and chapter 18.41 DMMC, Article II (General landscaping requirements). The landscaping will be maintained in good condition at all times. Landscaping shall be planted as a yard improvement at or before the time of completion of the first structure or within a reasonable time thereafter considering weather and planting conditions;

(vi) Site plans, elevation and landscape plans shall be submitted and approved by the building department prior to the issuance of a building permit. The building department may require the posting of a surety bond guaranteeing to the city the installation and improvement of the site in accordance with the approved screening and landscape plans in an amount estimated to be equal to the cost of such screening and landscaping;

(13) Recreational facilities, community and noncommercial, including clubhouse facilities, subject to the issuance of a conditional use permit, except the following minimum conditions are required:

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(a) A solid wall or view-obscuring fence or hedge not less than five feet nor more than six feet in height shall be erected and maintained on any exterior boundary line that is a common property line with residential property, except that on a portion of the common property line constituting the depth of the required front yard on the adjoining residential property such wall, fence, or hedge shall be not less than 36 inches nor more than 42 inches in height. Wherever a six-foot wall, fence, or hedge is permitted, open wire mesh screens may be erected to heights greater than six feet where needed for protective purposes;

(b) A building or structure on the site shall maintain a distance not less than 25 feet from any abutting residential property;

(c) Lights provided to illuminate a building or recreational area shall be so arranged as to reflect the light away from a lot upon which a dwelling unit is located;

(d) The site shall be located upon, or have adequate access to a public thoroughfare;

(14) Schools, elementary, junior high, middle, and high, and community colleges, public and private; provided, the following minimum conditions are required:

(a) No less than the following minimum site areas shall be provided for public schools:

(i) For elementary schools, five acres;

(ii) For junior high or middle schools, 10 acres;

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(iii) For senior high schools, 15 acres;

(iv) For community colleges, 20 acres;

(b) For private elementary, junior high or middle, and senior high schools, the minimum site area shall be three acres. These private schools shall be approved by the State Board of Education;

(c) Buildings or structures on the site shall maintain all yards required in the zone in which the site is located as identified on the zoning map;

(d) Buildings and structures shall maintain a distance not less than 30 feet from a property line that is a common property line with residential property;

(e) Buildings, including accessory buildings and structures, shall not cover more than 40 percent of the area of the site;

(f) Renovation, rehabilitation, or construction of schools, both public and private, shall be processed as a Type II land use action;

(15) (Repealed by Ord. 584);

(16) Planned unit development as provided in chapter 18.52 DMMC (Planned Unit Development);

(17) Unclassified uses as provided in chapter 18.32 DMMC (Unclassified Uses);

(18) Home occupation, except the following minimum conditions are required:

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(a) Occupation shall be conducted entirely within the dwelling and not in an accessory building, except for a bona fide garage;

(b) Such use does not involve construction features not customary or incidental in a dwelling;

(c) The entrance to the area used for the home occupation shall be only from an entrance customary to a residential use and not exceeding four feet in width at its opening;

(d) There shall be no signs related to the home occupation or other exterior evidence of the occupation being conducted within the dwelling, including functional evidence;

(e) Such home occupation is approved by the city manager, the criteria for such approval to be whether such home occupation will adversely affect the residential qualities of the location in which it will operate. Without limitation, factors for such decision may be size of building, parking, potential noise, potential nuisance, potential traffic, and the like;

(f) The decision of the city manager may be appealed to the hearing examiner by filing a written notice of appeal with the city clerk within 10 days of the mailing of the notification of denial. The appeal is heard as provided in the hearing examiner code, except the decision of the hearing examiner is final and is not appealable to the city council. The decision of the hearing examiner is appealable by filing a land use petition with the King County superior court in accordance with chapter 36.70C RCW, as presently constituted or as may be subsequently amended;

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(g) Should a business license be granted and should the nature of the business thereafter acquire features that may have resulted in a denial of a business license in the first instance, the city manager shall have authority to revoke the business license and the provisions codified in DMMC 5.04.020 (License required - Transfer prohibited), 5.04.030 (Licenses - Fees - Appeal), 5.04.060 (License revocation - Appeal), 5.04.070 (Renewal - Appeal), and 5.04.090 (Reasons for enactment of chapter) shall become effective;

(h) Motor vehicle repair operations are prohibited;

(19) The keeping of horses or cattle for private use only shall be permitted in any residential zone, except the following minimum conditions are required:

(a) The minimum area of land shall not be less than one acre, in which area the animal shall be restrained or controlled in such a manner that the animal cannot freely leave the premises;

(b) Not more than one horse or one cow for each one-half acre of the total site area is permitted;

(c) To restrain an animal from causing damage to adjacent property, the owner of that property where animals are to be kept shall be responsible to erect and maintain an animal-control fence no closer than five feet from the adjacent property line;

(d) Stables, corrals, exercise yards, or rings shall not be located closer than 35 feet to any boundary property line or closer than 45 feet to a building containing a dwelling unit or accessory living quarters on the same premises; and there shall be no open-air storage

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of hay, straw, shavings, or similar organic materials closer than 35 feet to any boundary property line or closer than 45 feet to any dwelling unit or accessory living quarters on the same premises;

(e) A person keeping horses or cattle in a residential zone under the provisions of this section is required to file a declaration of ownership form with the city clerk. The declaration of ownership form shall be specified by the city clerk and is filed without fee. The declaration of ownership form shall provide the name and address of the legal owner of the property, the legal description of the property, the name and address of the owner of the horse or cow if the horse or cattle owner is not the legal owner of the property;

(20) Adult family homes, subject to the following conditions:

(a) The adult family home is licensed as an adult family home by the Department of Social and Health Services of the state of Washington or successor agency; and

(b) The adult family home shall meet city licensing, zoning, building, housing, and fire regulations.

Sec. 2. DMMC 18.42.040 and section 3(part) of Ordinance No. 584 as amended by section 5 of Ordinance No. 1509 are each amended to read as follows:

18.42.040 Required. No sign shall be erected, re-erected, constructed, painted, posted, applied, altered, structurally revised, or repaired except as provided in this chapter ~~and pursuant to a permit issued by the city manager or designee.~~ A separate permit shall be required for a sign or signs for each business entity and/or a

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separate permit for each group of signs or a single supporting structure installed simultaneously. Thereafter, each additional sign erected on the structure must have a separate permit.

Sec. 3. DMMC 18.42.050 and section 3(A) of Ordinance No. 584 as amended by section 1 of Ordinance No. 637 as amended by section 1 of Ordinance No. 1139 as amended by section 7 of Ordinance No. 1509 are each amended to read as follows:

18.42.050 Exemptions. The following shall not require a sign permit; these exemptions shall not be construed as relieving the owner of a sign from the responsibility of its erection and maintenance and its compliance with the provisions of this chapter or any other law or ordinance regulating the same:

(1) The changing of the advertising copy or message on a lawfully erected, painted, or printed sign, theater marquee, or similar signs specifically designed for the use of replaceable copy.

(2) Painting, repainting or cleaning of a lawfully erected sign structure or the changing of the advertising copy or message thereon and other normal maintenance unless a structural or electrical change is made.

(3) Temporary decorations customary for special holidays, such as Christmas and Independence Day, erected entirely on private property.

(4) Real estate signs subject to the following requirements:

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(a) Signs shall not exceed eight square feet in residential zones and 24 square feet in commercial zones.

(b) Signs shall be limited to one sign per street frontage on the premises for sale, lease, or rent, and ~~three~~ five portable directional signs to such property.

(c) Portable off-premises directional real estate signs providing directions to an open house at a specified residence or commercial building that is offered for sale or rent are permitted only when:

(i) Signs are not placed on trees, foliage, utility poles, or placed on or interfere with official traffic control devices and their support structures installed by the ~~city~~ City ~~traffic~~ Traffic engineer ~~Engineer~~ or the ~~state~~ State.

(ii) Each sign does not exceed four square feet in area and 36 inches in height.

(iii) The agent or seller is physically present at the property for sale or rent.

(iv) The total number of directional signs is limited to ~~three~~ five.

(v) Each sign if located in the public right-of-way is subject to the requirements and regulations of subsection (12)(e) through (k) of this section.

(vi) The signs may only be in place ~~during the~~ hourson the day of the open house.

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(5) On-premises information signs guiding or directing traffic onto or off of a lot or within a lot, incidental signs, and internal information signs not over eight square feet in area and do not exceed six feet in height. The information or copy displayed by or on any internal informational sign shall be limited to only those letters and/or symbols necessary to convey the required message in as brief a manner as reasonably possible and shall not advertise in any manner the facility occupying the premises nor goods or services available nor hours of operation.

(6) Political signs subject to the following requirements:

(a) Political signs promoting or publicizing candidates for public office or issues that are to be voted upon in a general or special election may be displayed on private property. Such signs shall be removed within 10 days following the election; provided, that signs promoting successful candidates in a primary election may remain displayed until 10 days following the immediately subsequent general election.

(b) It is prohibited for any person to paste, paint, affix, or fasten a political sign on any tree, foliage, utility pole, on any public building or structure, or on or to interfere with any official traffic control device and their support structures installed by the ~~city~~ City ~~Traffic engineer~~ Engineer or the ~~state~~ State.

(c) Political signs posted within public right-of-way are subject to the requirements and regulations of subsection (12)(e) through (k) of this section.

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Additionally, political signs in the right-of-way are limited to a maximum surface area of four square feet and a maximum height of five feet.

(d) It shall be the responsibility of the candidate to have the signs removed.

(7) One nonelectrical and nonilluminated business identification sign ~~containing no advertising matter~~ over ~~four~~ twelve square feet in area.

(8) One on-premises nonilluminated bulletin board not over 12 square feet in area for a charitable or religious organization.

(9) For each street frontage of the premises, one nonilluminated temporary construction sign denoting the architect, engineer, and/or contractor when placed on work under construction, and not exceeding 32 square feet in area.

(10) Memorial signs or tablets, including names of buildings, and date of erection when cut into a masonry surface or when constructed of bronze or other noncombustible materials.

(11) Nonelectrical identification signs which contain no more than the name and address of the dweller or tenant of a residence shall be allowed. Only one such sign not over two square feet in area shall be allowed for each street frontage of a residential dwelling within the ~~city~~City.

(12) Portable signs located in the public right-of-way subject to the following requirements:

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(a) Signs shall not be affixed to the ground, including through the use of stakes or other means that may damage property.

(b) No more than two signs are allowed per business and no person may have more than two signs at any one time.

(c) Sign area shall neither exceed six square feet per sign face nor 36 inches in height.

(d) Signs are allowed only during the hours of operation of the business or for the duration of special events and must be taken indoors each day.

(e) Signs may not be placed on or attached to other objects, including but not limited to buildings, structures, trees, plants, utility poles, utility boxes, utility equipment, other signs, or on or to interfere with any official traffic control device and their support structures installed by the ~~city~~ City ~~Traffic engineer~~ Engineer or the ~~state~~ State.

(f) Signs shall not be placed in a manner that interferes with vehicle, bicycle, wheelchair, or pedestrian sight line views, or travel.

(g) Signs shall not be placed in street medians or traffic islands.

(h) Signs shall not be placed in a manner that will damage ~~city~~ City landscaping, irrigation or other ~~city~~ City infrastructure or obstruct a drainage system. Any damage as the result of the placement of the portable sign will be the responsibility of the owner of the sign.

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(i) Signs shall be professionally prepared and maintained in good condition so as to preserve the aesthetic value of the total environment.

(j) Signs shall have a name and contact phone number or other contact information on them.

(k) Signs placed in violation of this subsection (12) are subject to immediate removal and may be subject to destruction by the ~~city~~City, without prior notice. If the owner of the sign is present at the time of removal, the owner is given an opportunity to remove the sign immediately.

(13) Signs used exclusively for:

(a) Display of official notices used by any court, public body, or official, or for the posting of notices by any public officer in the performance of a public duty, or by any person in giving legal notice; provided, however, that such notices are subject to the requirements and regulations of subsection (12)(e) through (k) of this section.

(b) Official directional, warning, or information signs of a public or ~~semipublic~~ nonprofit entity erected by or with the approval of the city; provided, however, the design and placement of such signs shall be subject to the approval of the ~~city~~City ~~manager~~Manager or ~~the City Manager's~~ designee and, if located in the public right-of-way, shall require a right-of-way use permit and shall be subject to the requirements and regulations of subsection (12)(e) through (k) of this section. All such signs shall be installed by or under the direction of the ~~city~~City ~~manager~~Manager or ~~the~~

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City Manager's designee and may be removed by the ~~city~~ City if they become damaged, unsightly, or otherwise fall into a state of disrepair. Upon such removal, replacement signs may be installed. The ~~city~~ City ~~manager~~ Manager is authorized to establish a fee schedule for labor, equipment, and materials expended from public funds for installation of signs and/or posts.

(14) Official traffic control devices and their support structures installed by the ~~city~~ City ~~traffie~~ Traffic ~~engineer~~ Engineer or ~~state~~ State.

(15) Signs not intended to be viewed from and not readable from off premises.

(16) Window merchandise displays.

(17) Point-of-purchase advertising displays, such as product dispensers.

(18) National flags, flags of political subdivisions and symbolic flags of an institution.

(19) Barber poles.

(20) Historic site markers and plaques.

(21) Gravestones.

(22) Structures intended for separate use, such as phone booths.

(23) Identification signs upon recycling collection containers or other collection containers for public, charitable or nonprofit organizations.

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(24) Lettering or symbols painted directly onto or flush-mounted magnetically onto an operable motor vehicle operating in the normal course of business.

(25) Sculptures, fountains, mosaics, or other public art features that do not incorporate advertising or identification of a business or product.

(26) Temporary construction signs subject to the following standards:

- (a) Sign shall not exceed 32 square feet.
- (b) No more than one sign is allowed per street frontage.
- (c) Sign shall be removed upon completion of the project, except as provided in DMMC 18.42.120.

Sec. 4. DMMC 18.42.150 and section 4(B) of Ordinance No. 584 as amended by section 15 of Ordinance No. 1509 are each amended to read as follows:

18.42.150 Prohibited signs. The following signs are prohibited:

- (1) Abandoned signs;
- (2) Signs or sign structures, which by coloring, shape, wording, or location resemble or conflict with official traffic control signs or devices;
- (3) Signs that create a safety hazard for pedestrian, wheelchair, bicycle, or vehicular traffic;
- (4) All flashing signs;

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(5) Signs attached to or placed on a vehicle or trailer parked on public or private property or public right-of-way; provided, however, that this provision shall not be construed as prohibiting the identification of a firm or its products on a vehicle operating during the normal course of business or political signs exempted under DMMC 18.42.050(6) above. Public transit vehicles and taxis are exempt from this provision;

(6) Off-premises signs, except ~~real estate signs, political signs, and portable signs as expressly allowed in DMMC 18.42.050, public service/civic event signs, garage sale signs, and off-premises signs permitted by special use permit~~ as provided in DMMC ~~18.42.090~~18.42.270;

(7) Any sign affixed to or painted on trees, rocks, or other natural features, or utility poles and the like including advertising signs affixed to or painted on fences, except as provided by DMMC 18.42.090;

(8) Roof signs, except in Pacific Ridge provided that signs do not exceed the allowable building height or freestanding signs standards in DMMC 18.42.310(1);

(9) All portable reader board signs;

(10) Strings of pennants, banners, posters, ribbons, streamers, balloons, spinners, searchlights, or other devices of a carnival nature, except as provided in DMMC 18.42.090;

(11) Home occupation signs;

(12) Any sign that is not specifically permitted by this chapter.

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Sec. 5. DMMC 18.42.270 and section 4(N) of Ordinance No. 584 as amended by section 16 of Ordinance No. 1509 are each amended to read as follows:

18.42.270 Placement. All signs, except real estate directional signs, political signs, City operated signs communicating information on City services, community events and emergency management, ~~and~~ portable signs expressly allowed under DMMC 18.42.050, and off-premises signs approved under DMMC 18.42.090, must be located on the premises or events or activities of the business that they identify or advertise. All other aAdvertising signs located on premises other than the premises of the business or events or activities —they advertise are ~~forbidden~~prohibited, notwithstanding single ownership of more than one premises, except where the premises are contiguous. For the purposes of this section "contiguous" means that such buildings or properties are joined and/or interior access is provided from one to the other.

Sec. 6. DMMC 18.42.300 and section 5(B) of Ordinance No. 584 as amended by section 2 of Ordinance No. 1237 as amended by section 19 of Ordinance No. 1509 are each amended to read as follows:

18.42.300 Neighborhood commercial zones. The following signs are permitted in the neighborhood commercial zone (N-C) and commercially zoned properties located in the Redondo neighborhood:

(1) One nonelectrical and nonilluminated business identification sign ~~containing no advertising matter~~ more than ~~four~~twelve square feet in area which is permanently affixed to a wall;

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(2) Total sign area for a single business shall not exceed one square foot per lineal foot of street frontage up to a maximum of 100 square feet and freestanding signs may not exceed 40 square feet. No freestanding sign shall exceed the height of the primary use structure;

(3) Revolving signs are prohibited;

(4) Temporary signs are permitted as provided in DMMC 18.42.050;

(5) Projecting signs are prohibited.

NEW SECTION. Sec. 7. Severability - Construction.

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

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

NEW SECTION. Sec. 8. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 2013 and signed in authentication thereof this ____ day of _____, 2013.

M A Y O R

APPROVED AS TO FORM:

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City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____

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Chapter 18.42 SIGNS

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ARTICLE I. GENERAL PROVISIONS

18.42.010 Purpose.

It is the purpose of this chapter to safeguard the life, health, property, and welfare of the citizens of the city by regulating and controlling the design, construction, location, use, illumination, and maintenance of signs and sign structures visible from any portion of public property or rights-of-way. The intent of the standards set forth in this chapter is:

- (1) To protect the right of business to identify its premises and advertise its products through the use of signs without undue hindrance or obstruction.
- (2) To encourage the design of signs that attract and invite rather than demand the public's attention and to curb the proliferation of signs.
- (3) To encourage the use of signs that enhance the visual environment of the city.
- (4) To assure equal protection and fair treatment under the law through consistent application of the regulations and consistent enforcement.
- (5) To promote the enhancement of business and residential properties and neighborhoods by fostering the erection of signs complementary to the buildings and uses to which they relate and which are harmonious with their surroundings. [Ord. 1509 § 4, 2011; Ord. 584 § 1(part), 1983.]

18.42.020 Exceptions.

Repealed by Ord. 1509. [Ord. 584 § 1(part), 1983.]

18.42.030 Definitions.

- (1) "Abandoned sign" means a sign that no longer correctly identifies, exhorts, or advertises any person, business, lessor, owner, product, or activity conducted or available on the premises where the sign is located.
- (2) "Advertising copy" means any letters, figures, symbols, logos, or trademarks which identify or promote the sign user or any product or service; or which provides information about the sign user, the building or the products or services available.
- (3) "Awning" means a cloth structure attached to, supported by, and projecting from a building and providing protection of the weather elements. Also called a "canopy."
- (4) "Awning sign" means any sign which forms part of or is integrated into an awning and which does not extend beyond the limits of the awning.
- (5) "Building" means a roofed and walled structure built for permanent use.
- (6) "Changing message center" means an electronically controlled message center with different copy changes of a public service or commercial nature.
- (7) "Comprehensive design plan" means building, design, landscaping, and signs integrated into one architectural plan, the comprehensive plan being complete in all other building, structural, and electrical requirements.
- (8) "Double-faced sign" means a sign that has a sign on opposite sides of a single display surface or sign structure.
- (9) "Electrical sign" means a sign or sign structure in which electrical wiring, connections and/or fixtures are used as part of the sign proper.
- (10) "Facade" means the entire building front or street wall face of a building extending from the grade of the building to the top of the parapet or eaves and the entire width of the building elevation or elevations.
- (11) "Flashing sign" means a sign with any portion thereof which changes light intensity or switches on and off in a constant pattern or contains moving parts or the optical illusion of motion caused by use of electrical energy or illumination.
- (12) "Freestanding sign" means a sign attached to the ground and supported by uprights placed on or in the ground.
- (13) "Frontage" means the measurement of the length of the property line along a street.
- (14) "Grade" means the elevation as measured at the relative ground level in the immediate vicinity of the sign.

(15) "Ground sign" means a freestanding sign that is less than five feet in height.

(16) "Incidental sign" means a small nonelectric information sign two square feet or less in area which pertains to goods, products, services, or facilities which are available on the premises where the sign occurs and is intended primarily for the convenience of the public while on those premises.

(17) "Information sign" means a sign which gives directional information or identifies specific use areas and which is necessary to maintain the orderly internal use of the premises, such as those signs which identify employee parking, shipping, clearance, or which restrict ingress and egress. Excluded from this definition are signs which are not directly related to an identified need for orderly internal use of the property and off-premises or portable signs.

(18) "Inspector" includes any city employee working under the authority and direction of the city manager or designee.

(19) "Landscaping" means any material used as a decorative feature, such as textured concrete bases, planter boxes, rockeries, driftwood, pole covers, decorative framing, and shrubbery or planting materials, used in conjunction with a sign, which expresses the theme of the sign but does not contain advertising copy.

(20) "Mansard roof" means a sloped roof or roof-like facade architecturally able to be treated as a building wall.

(21) "Marquee" means a permanent structure attached to, supported by, and projecting from a building and providing protection from the weather elements, but does not include a projecting roof. For the purposes of this chapter, a freestanding permanent roof-like structure providing protection from the elements, such as a service station gas pump island, will also be considered a marquee.

(22) "Marquee sign" means any sign which forms part of or is integrated into a marquee and which does not extend beyond the limits of the marquee.

(23) "Monument sign" means a sign above grade which is mounted or attached to a wide base or grade. These signs are composed of a sign face and a sign base. The base and architectural detail must be consistent with the character of the primary structure.

(24) "Multiple-building complex" means a group of structures housing at least one retail business, office, commercial venture, or independent or separate part of a business located on different properties but with shared accesses and parking facilities.

(25) "Multiple business property" means a single property housing more than one retail business, office, or commercial venture in a single structure; but not including residential apartment buildings or shopping centers.

(26) "Off-premises directional sign" means a sign erected for the purpose of directing pedestrian or vehicular traffic to a facility, service, or business located on other premises.

(27) "On-premises sign" means a sign which carries only advertisements strictly applicable to a lawful use of the premises on which it is located, including signs or sign devices indicating the business transacted, principal services rendered, and goods sold or produced on the premises, name of the business, name of the person, firm, or corporation occupying the premises.

(28) "Perimeter" means the boundary lines used to define the extent of an area.

(29) "Person" means any person, firm, partnership, association, corporation, company, institution, or organization.

(30) "Pole sign" means any freestanding sign more than five feet in height that does not meet the definition of monument sign. These signs are composed of the sign cabinet or base and the sign pole or pylon by which it connects to the ground.

(31) "Portable sign" means a sign which is not permanently affixed and is designed for or capable of being moved, except those signs explicitly designed for people to carry on their person.

(32) "Premises" means the real estate (as a unit) which is involved by the sign or signs mentioned in this chapter.

(33) "Projecting sign" means a sign which is attached to and projects more than one foot from a structure or building face.

(34) "Public commercial parking area" means an open area other than a street, alley, or private parking area serving the occupants, patrons, or employees of a dwelling, hotel, business, or apartment to which the private parking area is appurtenant, which area is used for the parking of more than four automobiles.

(35) "Reader board" means a sign face designed with readily changeable letters allowing frequent changes of copy either manually or electronically.

(36) "Real estate sign" means a portable or freestanding sign erected by the owner or his agent advertising the real estate upon which the sign is located for rent, lease, or sale or directing to the property.

(37) "Revolving sign" means a sign which rotates or turns in motion in a circular pattern.

(38) "Roof line" means the top edge of a roof or parapet; the top line of a building silhouette.

(39) "Roof sign" means a sign supported by and erected on or above the roof line of a building or structure.

(40) "Shopping center" means a grouping of retail business and/or service uses on a single development site consisting of five acres or more housed in multiple structures or a single building with common parking facilities.

(41) "Sign" means any visual communication device, structure, or fixture which is visible from off premises and which directs attention to an object, product, place, activity, facility, service, event, attraction, person, institution, organization, business, or building. Painted wall designs or patterns which do not represent a product, service, or trademark or which do not identify the user are not considered signs.

(42) "Sign area" means the entire area within a circle or polygon enclosing the extreme limits of the advertising message together with any frame or decoration forming an integral part of the display or used to differentiate the sign from the background against which it is placed. If the sign is composed of more than two sign cabinets or modules, the area enclosing the entire perimeter of all cabinets and/or modules within a single square or rectangular figure is the area of the sign. Multi-sided signs, signs composed of two or more sides of equal area attached to each other but occupying different planes, shall have their areas computed by excluding the area of one side from the sum of the areas of all other sides. The total surface area of spherical or cylindrical signs is the sign area.

(43) "Sign height" means the vertical distance from grade to the highest point of a sign or any vertical projection thereof, including its supporting columns.

(44) "Sign structure" means any structure which supports or is designed to support any sign as defined in this chapter. A sign structure may be a single pole and may or may not be an integral part of the building.

(45) "Single business property" means a single structure housing one business located on a single property without shared access and/or parking facilities.

(46) "Street" means a right-of-way, dedicated to the public use, which provides vehicular access to adjacent properties.

(47) "Street frontage" means the linear frontage of a single parcel of property or common development site abutting a public street.

(48) "Temporary construction sign" means a sign jointly erected and maintained on premises undergoing construction, by an architect, contractor, subcontractor, and/or materialman, upon which property the individual is furnishing labor or material.

(49) "Temporary sign" means any sign or advertising display constructed of cloth, canvas, light fabric, paper, cardboard, or other light materials, with or without frames, intended to be displayed for a limited time only. Signs painted upon window surfaces which are readily removed by washing shall be considered temporary signs.

(50) "Under marquee sign" means a sign attached to and suspended from the underside of a marquee or canopy.

(51) "Wall sign" means a sign attached or erected parallel to and extending not more than one foot from the facade or face of any building to which it is attached and supported throughout its entire length, with the exposed face of the sign parallel to the plane of the wall or facade. Signs incorporated into mansard roofs, marquees, or canopies shall be treated as wall signs. [Ord. 1509 § 6, 2011; Ord. 1267 § 11, 2000; Ord. 584 § 2, 1983.]

ARTICLE II. PERMITS

18.42.040 Required.

No sign shall be erected, re-erected, constructed, painted, posted, applied, altered, structurally revised, or repaired except as provided in this chapter ~~and pursuant to a permit issued by the city manager or designee.~~ A separate permit shall be required for a sign or signs for each business entity and/or a separate permit for each group of signs or a single supporting structure installed simultaneously. Thereafter, each additional sign erected on the structure must have a separate permit. [Ord. 1509 § 5, 2011; Ord. 584 § 3(part), 1983.]

Comment [gf1]: All exemptions in .050 below do not require permits. This proposed change eliminates this inconsistency.

18.42.050 Exemptions.

The following shall not require a sign permit; these exemptions shall not be construed as relieving the owner of a sign from the responsibility of its erection and maintenance and its compliance with the provisions of this chapter or any other law or ordinance regulating the same:

- (1) The changing of the advertising copy or message on a lawfully erected, painted, or printed sign, theater marquee, or similar signs specifically designed for the use of replaceable copy.
- (2) Painting, repainting or cleaning of a lawfully erected sign structure or the changing of the advertising copy or message thereon and other normal maintenance unless a structural or electrical change is made.
- (3) Temporary decorations customary for special holidays, such as Christmas and Independence Day, erected entirely on private property.
- (4) Real estate signs subject to the following requirements:
 - (a) Signs shall not exceed eight square feet in residential zones and 24 square feet in commercial zones.
 - (b) Signs shall be limited to one sign per street frontage on the premises for sale, lease, or rent, and ~~three~~ five portable directional signs to such property.
 - (c) Portable off-premises directional real estate signs providing directions to an open house at a specified residence or commercial building that is offered for sale or rent are permitted only when:

(i) Signs are not placed on trees, foliage, utility poles, or placed on or interfere with official traffic control devices and their support structures installed by the city traffic engineer or the state.

(ii) Each sign does not exceed four square feet in area and 36 inches in height.

(iii) The agent or seller is physically present at the property for sale or rent.

(iv) The total number of directional signs is limited to ~~three~~five.

(v) Each sign if located in the public right-of-way is subject to the requirements and regulations of subsection (12)(e) through (k) of this section.

(vi) The signs may only be in place ~~during the hour~~on the day of the open house.

(5) On-premises information signs guiding or directing traffic onto or off of a lot or within a lot, incidental signs, and internal information signs not over eight square feet in area and do not exceed six feet in height. The information or copy displayed by or on any internal informational sign shall be limited to only those letters and/or symbols necessary to convey the required message in as brief a manner as reasonably possible and shall not advertise in any manner the facility occupying the premises nor goods or services available nor hours of operation.

(6) Political signs subject to the following requirements:

(a) Political signs promoting or publicizing candidates for public office or issues that are to be voted upon in a general or special election may be displayed on private property. Such signs shall be removed within 10 days following the election; provided, that signs promoting successful candidates in a primary election may remain displayed until 10 days following the immediately subsequent general election.

(b) It is prohibited for any person to paste, paint, affix, or fasten a political sign on any tree, foliage, utility pole, on any public building or structure, or on or to interfere with any official traffic control device and their support structures installed by the city traffic engineer or the state.

(c) Political signs posted within public right-of-way are subject to the requirements and regulations of subsection (12)(e) through (k) of this section. Additionally, political signs in the right-of-way are limited to a maximum surface area of four square feet and a maximum height of five feet.

(d) It shall be the responsibility of the candidate to have the signs removed.

(7) One nonelectrical and nonilluminated business identification sign ~~containing no advertising matter~~ over ~~four~~twelve square feet in area.

Comment [gf2]: This would make it more clear that a picture or logo on the sign besides the name of a business is allowed.

Comment [gf3]: Policy Question 1: Should this be increased even more?

(8) One on-premises nonilluminated bulletin board not over 12 square feet in area for a charitable or religious organization.

Comment [gf4]: Policy Question 2: Should this be increased?

(9) For each street frontage of the premises, one nonilluminated temporary construction sign denoting the architect, engineer, and/or contractor when placed on work under construction, and not exceeding 32 square feet in area.

(10) Memorial signs or tablets, including names of buildings, and date of erection when cut into a masonry surface or when constructed of bronze or other noncombustible materials.

(11) Nonelectrical identification signs which contain no more than the name and address of the dweller or tenant of a residence shall be allowed. Only one such sign not over two square feet in area shall be allowed for each street frontage of a residential dwelling within the city.

(12) Portable signs located in the public right-of-way subject to the following requirements:

(a) Signs shall not be affixed to the ground, including through the use of stakes or other means that may damage property.

(b) No more than two signs are allowed per business and no person may have more than two signs at any one time.

(c) Sign area shall neither exceed six square feet per sign face nor 36 inches in height.

(d) Signs are allowed only during the hours of operation of the business or for the duration of special events and must be taken indoors each day.

(e) Signs may not be placed on or attached to other objects, including but not limited to buildings, structures, trees, plants, utility poles, utility boxes, utility equipment, other signs, or on or to interfere with any official traffic control device and their support structures installed by the city traffic engineer or the state.

(f) Signs shall not be placed in a manner that interferes with vehicle, bicycle, wheelchair, or pedestrian sight line views, or travel.

(g) Signs shall not be placed in street medians or traffic islands.

(h) Signs shall not be placed in a manner that will damage city landscaping, irrigation or other city infrastructure or obstruct a drainage system. Any damage as the result of the placement of the portable sign will be the responsibility of the owner of the sign.

(i) Signs shall be professionally prepared and maintained in good condition so as to preserve the aesthetic value of the total environment.

(j) Signs shall have a name and contact phone number or other contact information on them.

(k) Signs placed in violation of this subsection (12) are subject to immediate removal and may be subject to destruction by the city, without prior notice. If the owner of the sign is present at the time of removal, the owner is given an opportunity to remove the sign immediately.

(13) Signs used exclusively for:

(a) Display of official notices used by any court, public body, or official, or for the posting of notices by any public officer in the performance of a public duty, or by any person in giving legal notice; provided, however, that such notices are subject to the requirements and regulations of subsection (12)(e) through (k) of this section.

(b) Official directional, warning, or information signs of a public or ~~semipublic~~ nonprofit entity erected by or with the approval of the city; provided, however, the design and placement of such signs shall be subject to the approval of the city manager or designee and, if located in the public right-of-way, shall require a right-of-way use permit and shall be subject to the requirements and regulations of subsection (12)(e) through (k) of this section. All such signs shall be installed by or under the direction of the city manager or designee and may be removed by the city if they become damaged, unsightly, or otherwise fall into a state of disrepair. Upon such removal, replacement signs may be installed. The city manager is authorized to establish a fee schedule for labor, equipment, and materials expended from public funds for installation of signs and/or posts.

Comment [gf5]: Changed to be more clear.

(14) Official traffic control devices and their support structures installed by the city traffic engineer or state.

(15) Signs not intended to be viewed from and not readable from off premises.

(16) Window merchandise displays.

(17) Point-of-purchase advertising displays, such as product dispensers.

(18) National flags, flags of political subdivisions and symbolic flags of an institution.

(19) Barber poles.

(20) Historic site markers and plaques.

(21) Gravestones.

(22) Structures intended for separate use, such as phone booths.

(23) Identification signs upon recycling collection containers or other collection containers for public, charitable or nonprofit organizations.

(24) Lettering or symbols painted directly onto or flush-mounted magnetically onto an operable motor vehicle operating in the normal course of business.

(25) Sculptures, fountains, mosaics, or other public art features that do not incorporate advertising or identification of a business or product.

(26) Temporary construction signs subject to the following standards:

(a) Sign shall not exceed 32 square feet.

(b) No more than one sign is allowed per street frontage.

(c) Sign shall be removed upon completion of the project, except as provided in DMMC 18.42.120. [Ord. 1509 § 7, 2011; Ord. 1139 § 1, 1995; Ord. 637 § 1, 1985; Ord. 584 § 3(A), 1983.]

18.42.060 Application.

Applications for sign permits shall be made to the city manager or designee upon forms provided by the city.

(1) Applications for sign permits shall be accompanied by:

(a) Two site (plat) plans showing the location of the affected lot, building or buildings, and sign or signs, showing both existing signs and awnings and the proposed sign;

(b) Two copies of a scale drawing of the proposed sign or sign revision, including size, height, copy, structural and footing details, material specifications, methods of attachment, illumination, landscaping, front and end views of awning, sample of canvas, calculations for dead load and wind pressure, photograph of site and building marked to show where sign or awning is proposed, and any other information required to ensure compliance with appropriate laws;

(c) Written consent of the owner of the building, structure, or property where the sign is to be erected;

(d) A permit fee as set by written administrative directive.

(2) Exceptions.

(a) The city manager or designee may waive submission of plans and specifications when the structural aspect is of minor importance.

(b) If the sign to be installed is to replace a nonconforming sign, the permit and plan check fees may be waived at the discretion of the city manager or designee. [Ord. 1509 § 8, 2011; Ord. 584 § 3(B), 1983.]

18.42.070 Inspections.

- (1) All signs controlled by this chapter are subject to periodic inspection by the inspector. The inspector shall keep records reflecting inspection dates and results thereof.
- (2) Footing inspections shall be made by the inspector for all signs having footings.
- (3) Every new sign shall bear the permit number and date of issue prominently and permanently affixed.
- (4) Every temporary sign requiring a permit shall bear a legible notation of its expiration date.
- (5) If the inspector is required to reinspect a new installation due to no fault of the inspector, a reinspection fee shall be charged in accordance with administration directive. [Ord. 1509 § 9, 2011: Ord. 584 § 3(C), 1983.]

18.42.080 Variances.

No variances are permitted from the requirement of this chapter; provided, however, that nothing prevents any interested party from appealing administrative decisions in accordance with the hearing examiner code. [Ord. 770 § 61, 1988: Ord. 584 § 3(D), 1983.]

18.42.090 Special use permits.

The city manager or designee is authorized to grant a special use permit for the following purposes:

- (1) Temporary signs, banners and/or posters not exceeding 40 square feet, strings of pennants, ribbons, flags, streamers, balloons, spinners, or other devices of a carnival nature may be permitted for temporary or special events, such as a grand opening, but such use shall not exceed 45 days within a three-month period. No more than three types of temporary signs may be displayed at any one time.
- (2) Temporary signs exceeding 40 square feet but not exceeding 200 square feet may be permitted for temporary or special events, such as a grand opening, but such use shall not exceed 45 days. Only five such permits shall be issued to any business during a calendar year. The total aggregate of temporary signs shall be no more than 400 square feet.
- (3) Inflatable displays exceeding 40 square feet and searchlights may be permitted for temporary or special events, such as a grand opening, but such use shall not exceed 10 days. Only three such permits shall be issued to any business during a calendar year.
- (4) Off-premises directional signs advertising group sales of single-family residences or condominiums; provided, the following conditions shall apply:
 - (a) Each sign permitted under this section may contain two sign faces, each of which is no larger than 16 square feet, and no more than two signs per group sale shall be permitted;
 - (b) The maximum height of any such sign shall be eight feet from grade;

(c) The maximum duration of any such sign shall be 90 days or whenever the property advertised in the sign is sold, whichever occurs first; provided, the special permit may be renewed and reissued for additional 90-day periods if the property advertised in the sign has not been sold;

(d) An applicant who is granted a permit under this section shall relinquish the general privilege to place three off-premises directional signs per property under the provisions of DMMC 18.42.050(4) but shall be permitted to place an additional three off-premises directional signs for the entire group sale; provided, such signs comply with the requirements in DMMC 18.42.050(4). [Ord. 1509 § 10, 2011; Ord. 1139 § 2, 1995; Ord. 873 § 1, 1990; Ord. 584 § 3(E), 1983.]

ARTICLE III. COMPREHENSIVE DESIGN PLAN PERMITS

18.42.100 Purpose.

The requirements and restrictions of this chapter may be modified by the city manager or designee when an applicant is using a comprehensive design plan to integrate signs into the framework of the building or buildings, landscaping, and other design features of the property, utilizing an overall design theme. Comprehensive design may be used on an existing building where the facade is being altered, new construction or in freestanding signs. [Ord. 1509 § 11, 2011; Ord. 584 § 3(F)(part), 1983.]

18.42.110 Application – Supplementary material.

Applications for comprehensive design plan permits shall be submitted on forms provided by the city manager or designee and shall be accompanied by the following:

(1) A narrative describing the proposed plan, including, but not limited to, the following information:

- (a) How the physical components of the sign structure relate to the copy area, detailing legibility and readability factors based on traffic speed, sign placement, and letter size;
- (b) How the sign(s) relate to the immediate surroundings, including buildings, other signs, landscaping, and other decorative features;
- (c) How the sign or signs relate to the desired land use characteristics promoted by the comprehensive plan and this chapter;
- (d) How the elements and design of the sign(s) promote and enhance the overall design theme established by the adopted design guidelines for the marina district or the Pacific Ridge neighborhood;
- (e) Evaluation of potential adverse effects on adjacent property.

(2) A site plan and colored renderings of the sign(s) and building faces on which the signs will be mounted. Graphic submittals shall illustrate how the total sign proposal will appear from the street(s) from which the signage is intended to be seen.

(3) Regular sign permit application. [Ord. 1509 § 12, 2011; Ord. 584 § 3(F)(1), 1983.]

18.42.120 Criteria for granting.

The city manager or designee shall employ the following criteria when evaluating the proposed comprehensive signage plan;

(1) Whether the proposal manifests an exceptional effort toward creating visual harmony between the sign, buildings, and other components of the subject property through the use of a consistent design theme;

(2) Whether the sign or signs promote the planned land use in the area of the subject property and enhance the aesthetics of the surrounding area;

(3) Whether the sign placement and size obstructs or interferes with any other signs or property in the area or obstructs natural or scenic views;

(4) Whether the proposed sign or signs is/are better coordinated, more harmonious with surrounding development including other signage and the architectural concepts employed in the building's site then could be installed under existing criteria in this chapter. [Ord. 1509 § 13, 2011; Ord. 584 § 3(F)(2), 1983.]

ARTICLE IV. ZONES GENERALLY

18.42.130 Applicability.

The regulations in this article shall apply in all zones and to all signs governed by this chapter, subject to the specific regulations of each zone. [Ord. 1509 § 14, 2011; Ord. 1237 § 3, 1999; Ord. 584 § 4(part), 1983.]

18.42.140 Structural requirements.

The structure and installation of all signs within the city shall be governed by the applicable provisions of Title 14 DMMC. [Ord. 977 § 1, 1992; Ord. 584 § 4(A), 1983.]

18.42.150 Prohibited signs.

The following signs are prohibited:

(1) Abandoned signs;

(2) Signs or sign structures, which by coloring, shape, wording, or location resemble or conflict with official traffic control signs or devices;

(3) Signs that create a safety hazard for pedestrian, wheelchair, bicycle, or vehicular traffic;

(4) All flashing signs;

(5) Signs attached to or placed on a vehicle or trailer parked on public or private property or public right-of-way; provided, however, that this provision shall not be construed as prohibiting the identification of a firm or its products on a vehicle operating during the normal course of business or political signs exempted under 18.42.050(6) above. Public transit vehicles and taxis are exempt from this provision;

Comment [gf6]: Language added to resolve inconsistencies.

(6) Off-premises signs, except real estate signs, political signs, and portable signs as expressly allowed in DMMC 18.42.050, public service/civic event signs, garage sale signs, and off-premises signs permitted by special use permit as provided in DMMC 18.42.090 18.42.270;

Comment [gf7]: Policy Question 3: Should this prohibition of off-premises signs be deleted in its entirety allowing businesses to advertise whatever and wherever they want?

(7) Any sign affixed to or painted on trees, rocks, or other natural features, or utility poles and the like including advertising signs affixed to or painted on fences;

Comment [gf8]: Changed to always be consistent with 18.42.270, Placement

(8) Roof signs, except in Pacific Ridge provided that signs do not exceed the allowable building height or freestanding signs standards in DMMC 18.42.310(1);

Comment [gf9]: Policy Question 4:
(1) Should this prohibition against signs installed on fences be relaxed or even eliminated within strict time limits if property owner permission is given?
(2) Should signs affixed to fences on Marine View Drive and Des Moines Memorial Drive be outright permitted for a limited time with a City-approved temporary sign permit?

(9) All portable reader board signs;

(10) Strings of pennants, banners, posters, ribbons, streamers, balloons, spinners, searchlights, or other devices of a carnival nature, except as provided in DMMC 18.42.090;

Comment [gf10]: Allows commercial properties below Pacific Highway to be more visible.

(11) Home occupation signs;

Comment [gf11]: Policy Question 5: Should temporary owner approved signs on private property be allowed with a City permit?

(12) Any sign that is not specifically permitted by this chapter. [Ord. 1509 § 15, 2011; Ord. 584 § 4(B), 1983.]

Comment [gf12]: Policy Question 6: Should a small 6 square foot sign with no lights be allowed?

18.42.160 Maintenance.

All signs, together with all of their supports, braces, guys, and anchors, shall be maintained in good repair and in a safe, neat, clean, and attractive condition. [Ord. 584 § 4(C), 1983.]

18.42.170 Abandoned signs.

Abandoned signs shall be removed by the owner or lessee of the premises upon which the sign is located within 90 days after the business or service advertised by the sign is no longer conducted on the premises. [Ord. 584 § 4(D), 1983.]

18.42.180 Illumination.

The light directed on, or internal to, any sign shall be so shaded, shielded and/or directed so that the light intensity or brightness shall not adversely affect surrounding or facing premises or adversely affect safe vision of operators of vehicles moving on private or public roads, highways, or parking areas, or adversely affect safe vision of pedestrians on a public right-of-way. Light shall not shine upon nor reflect into residential structures. Beacon lights or searchlights shall not be permitted for advertising purposes except within the commercial zones and in conjunction with temporary or special events not exceeding 10 days as permitted by special use permit. Luminosity shall not exceed 100 foot lamberts measured at the sign face. [Ord. 1237 §§ 3, 4, 1999; Ord. 584 § 4(E), 1983.]

18.42.190 Landscaping.

At the time of installation, all freestanding signs shall include landscaping and curbing around the base of the sign to prevent automobiles from hitting the sign structure and to improve the overall visual appearance of the structure. Landscaping shall be in proportion to the size and height of the signs, with a minimum of one-half square foot of landscaping for each square foot of sign area and shall be maintained throughout the life of the sign. No dead shrubs, broken parts, cracked, or extremely chipped material shall be allowed to remain without repair. [Ord. 584 § 4(F), 1983.]

18.42.200 Clearance and sight distance.

Marquees or projecting signs which project over areas where motor trucks may be required to pass beneath them shall maintain a minimum vertical clearance of 15 feet. No marquee or projecting sign may project closer than two feet from the curbline of the street. Signs must maintain a minimum of eight feet of vertical clearance over pedestrian ways. [Ord. 584 § 4(G), 1983.]

18.42.210 Exposed angle irons and guy wires prohibited.

No angle irons, guy wires, or braces used in conjunction with a projecting sign shall be visible, except those which are an integral part of the overall design. [Ord. 584 § 4(H), 1983.]

18.42.220 Electronic reader board and changeable message center signs.

Except as provided in subsection (11) of this section, all electronic reader board signs and changeable message center signs shall comply with the following:

- (1) Advertising messages on electronic reader boards and message centers may contain words, phrases, sentences, symbols, trademarks, and logos. A single message or a message segment must have a static display time of at least two seconds after moving onto the reader board or message center, with all segments of the total message to be displayed within 10 seconds. A one-segment message may remain static on the reader board or message center with no duration limit.
- (2) Displays may travel horizontally or scroll vertically onto electronic reader boards or message centers, but must hold in a static position for two seconds after completing the travel or scroll.
- (3) Displays shall not appear to flash, undulate, or pulse, or portray explosions, fireworks, flashes of light, or blinking or chasing lights. Displays shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist, or animate as it moves onto, is displayed on, or leaves the reader board or message center.
- (4) Electronic signs requiring more than four seconds to change from one single message display to another shall be turned off during the change interval.
- (5) Maximum brightness shall not exceed 5,000 nits during daylight hours when measured from the face of the sign and 500 nits from sunset to sunrise when measured from the face of the sign.
- (6) Signs shall have programmable dimming capacity.

- (7) Audio speakers associated with signs allowed under this section are prohibited.
- (8) Signs allowed under this section shall not exceed or be in addition to the total allowable freestanding sign area allowed in the various zones established in Article V of this chapter.
- (9) Signs allowed under this section shall not be used as wall signs and shall not be used as individual tenant signs.
- (10) Electronic reader board and changeable message center signs shall not be placed on, above, or over the right-of-way.
- (11) This section shall not apply to official traffic control devices installed by the city traffic engineer or the state. [Ord. 1509 § 2, 2011.]

18.42.230 Political signs.

Repealed by Ord. 1509. [Ord. 584 § 4(J), 1983.]

18.42.240 Temporary construction signs.

Repealed by Ord. 1509. [Ord. 1139 § 3, 1995; Ord. 584 § 4(K), 1983.]

18.42.250 Bonus provisions.

In each of the zones, total sign area may be increased by 25 percent if the business uses only wall signs. Allowable sign area for freestanding signs may be increased by 25 percent if ground signs or monument signs are used instead of pole signs. [Ord. 1237 § 3, 1999; Ord. 584 § 4(L), 1983.]

18.42.260 Signs prohibited on, above, or over right-of-way.

(1) Except as provided in subsections (2) and (3) of this section and DMMC [18.42.050](#), [18.42.310](#), and [18.42.320](#), no person shall place a sign of any size or description:

- (a) On, above, or over the right-of-way of a city street;
- (b) On, above, or over the right-of-way of a state highway;
- (c) On a bridge or overpass; or
- (d) On a public or utility improvement.

(2) For a period of 30 days or less, signs advertising community events sponsored by public service organizations may be placed on, above, or over the right-of-way of a city street or a state highway with the written permission of the city manager, and an approved right-of-way permit.

(3) Banners installed over a state highway shall be subject to the requirements established by WAC 468-95-148 and chapter 47.42 RCW. The city manager is authorized to establish a fee schedule for labor, equipment, and materials expended from public funds for installation of banners.

(4) This section shall not apply to official traffic control devices installed by the city traffic engineer, or the state. [Ord. 1509 § 1, 2011.]

18.42.270 Placement.

All signs, except real estate directional signs, political signs, City operated signs communicating information on City services, community events and emergency management, and portable signs expressly allowed under DMMC 18.42.050, and off-premises signs approved under DMMC 18.42.090, must be located on the premises or events or activities of the business that they identify or advertise. All other advertising signs located on premises other than the premises of the business or events or activities they advertise are forbidden/prohibited, notwithstanding single ownership of more than one premises, except where the premises are contiguous. For the purposes of this section "contiguous" means that such buildings or properties are joined and/or interior access is provided from one to the other. [Ord. 1509 § 16, 2011; Ord. 584 § 4(N), 1983.]

Comment [gf13]: Policy Question 3 (continued): Should this prohibition of off-premises signs be deleted in its entirety allowing businesses to advertise whatever and wherever they want? If so, this section and 18.42.150(6) will need to be further modified.

ARTICLE V. REGULATIONS BY ZONE

18.42.280 Applicability.

In addition to the provisions in Article IV, the regulations in this article shall apply within the various zones. [Ord. 1509 § 17, 2011; Ord. 1237 § 3, 1999; Ord. 584 § 5(part), 1983.]

18.42.290 Residential.

The following signs are permitted in all residential zones:

- (1) One nonelectrical identification sign per street frontage not exceeding two square feet which contains no more than the name and address of the dweller or tenant of the residence;
- (2) One nonelectric identification sign per entrance to a subdivision; providing, that the sign does not exceed 24 square feet in area;
- (3) Except in the PR-R zone where a wall sign for a nonresidential use within a mixed-use development may be illuminated, one nonelectric identification sign, not exceeding 24 square feet, per street frontage for nonresidential uses allowed in the residential zones;

(4) Community centers, schools, and churches are permitted one readerboard sign not exceeding 24 square feet, not exceeding eight feet in height;

(5) Signs are allowed as provided in DMMC 18.42. In single family residential zones, only the following church signs only are permitted:

(a) One unlighted sign area on the outside wall of the main building and parallel thereto, having an area not greater than 20 square feet;

(b) A detached sign having dimensions totaling not more than 20 square feet and on which both faces may be utilized; such sign being securely mounted on the ground on supports and the top

Comment [gf14]: Policy Question 7: Should the 24 square feet maximum allowed for community centers, schools and churches in 18.42.290(4) in residential zones be the same as the 80 square feet maximum size allowed in 18.42.310 for readerboard or freestanding signs in commercial zones? Alternatively, should the size be adjusted to 32 square feet, which would allow for a 4 foot by 8 foot sign?

Comment [gf15]: This section currently exists in 18.08.020, Single Family Zone Permitted Uses, and all such sign regulations are recommended to be combined in 18.42, Sign Code. If combined in 18.42, however, Equal Protection issues arise and it becomes clear that churches are being treated differently than community centers, schools and other residentially zoned permitted uses. Therefore, 18.08.020 (6)(i) is proposed to be referenced to 18.42.290 and the more restrictive language deleted in Draft Ordinance 13-011.

of which sign shall be not more than six feet above the natural level of the ground upon which it rests. On corner and reverse corner lots one such sign may be placed facing each street;

(5) Temporary signs not exceeding 16 square feet per street frontage for nonresidential uses in a residential zone;

(6) In areas zoned for multiple-family residences, other than duplexes, one nonelectric identification sign not exceeding 24 square feet per street frontage and appropriate to the architectural design and landscape;

(7) In the PR-R zone, on-site real estate signs for the individual dwellings shall be displayed together within or on a sign cabinet or display board. One display cabinet or board shall be allowed per street frontage;

(8) No pole signs shall be permitted and monument signs may not exceed 10 feet in height except by special use permit. No off-premises signs shall be permitted except as authorized by this chapter;

(9) Internally illuminated signs shall be constructed using individual letters/characters, or sign cabinets with an opaque field or background so that only the individual letters/characters are illuminated. [Ord. 1509 § 18, 2011; Ord. 1267 § 5, 2000; Ord. 584 § 5 (A), 1983.]

18.42.300 Neighborhood commercial zones.

The following signs are permitted in the neighborhood commercial zone (N-C) and commercially zoned properties located in the Redondo neighborhood:

(1) One nonelectrical and nonilluminated business identification sign ~~containing no advertising matter more than four twelve~~ square feet in area which is permanently affixed to a wall;

(2) Total sign area for a single business shall not exceed one square foot per lineal foot of street frontage up to a maximum of 100 square feet and freestanding signs may not exceed 40 square feet. No freestanding sign shall exceed the height of the primary use structure;

(3) Revolving signs are prohibited;

(4) Temporary signs are permitted as provided in DMMC [18.42.050](#);

(5) Projecting signs are prohibited. [Ord. 1509 § 19, 2011; Ord. 1237 § 2, 1999; Ord. 584 § 5 (B), 1983.]

18.42.310 Commercial zones.

The following signs are permitted in the **Pacific Ridge commercial zone 1, Pacific Ridge commercial zone 2, business park zone** and all commercial zones abutting Pacific Highway South that are not within the Pacific Ridge neighborhood:

Comment [gf16]: This would make it more clear that a picture or logo on the sign besides the name of a business is allowed.

Comment [gf17]: Policy Question 8: Should this be increased?

Comment [gf18]: Policy Question 9: Should signs on Pacific Highway South be subject to a different set of sign regulations (e.g., bigger and taller signs) since speeds on Pac Highway are higher?

(1) Freestanding Signs. For single business properties, multiple-tenant buildings, multiple-building complexes, and shopping centers, freestanding signs are allowed as follows:

(a) **Number of Freestanding Signs.**

Comment [gf19]: Policy Question 10: Should number of allowed signs be increased?

- (i) For building sites with up to 300 feet of street frontage, one sign is allowed.
- (ii) For building sites with more than 300 feet of street frontage and having more than one vehicular access, two signs are allowed; provided, that the total allowable sign area is not exceeded and the signs are more than 100 feet apart.

(b) **Freestanding Sign Size.**

Comment [gf20]: Policy Question 7 (continued): Should the 24 square feet maximum allowed for community centers, schools and churches in 18.42.290(4) in *residential* zones be the same as the 80 square feet maximum size allowed in 18.42.310 for readerboard or freestanding signs in *commercial* zones?

- (i) **Each sign allowed shall not exceed 80 square feet in area.**
- (ii) For properties with less than 80 feet of street frontage, sign area shall not exceed one square foot of sign area for each lineal foot of street frontage.

Comment [gf21]: Policy Question 11: Should allowable sign size be increased from 80 sf to 250 sf on Pacific Highway and 150 sf on other arterials?

(c) **Freestanding Sign Height.**

Comment [gf22]: Policy Question 12: Should signs be allowed to be up to 50 feet tall on Pac Hwy and 25 feet tall on other properties? Pole signs are defined as any sign taller than 5 feet so this section allows pole signs up to 15 feet for single business properties and 20 feet for multi-building sites.

- (i) For single business properties and multiple business properties, freestanding signs shall not exceed 15 feet in height as measure from median sidewalk grade.
- (ii) For shopping centers and multi-building complexes freestanding signs shall not exceed 20 feet in height as measured from median sidewalk grade.

(d) Allowed signs, sign area, or sign height may not be transferred from one street frontage to another.

(e) **Off-premises signs, including but not limited to billboards, are prohibited.** The city manager or designee may approve monument signs located on a separate parcel of property within a multiple-building complex or shopping center when the following conditions exist.

Comment [gf23]: Policy Question 3(continued): Should off premises signs be outright permitted?

- (i) The multiple-building complex or shopping center appears and functions as one building site; and
- (ii) The monument sign appears and functions as an on-premises sign; and
- (iii) The approval would not result in additional signs or sign area for the multiple-building complex or shopping center than would otherwise be allowed; and
- (iv) All monument and wall signs within the multiple-building complex or shopping center conform to the provisions of this chapter.

(f) Freestanding signs shall not be located on, above, nor project over the public right-of-way.

(2) Wall Signs.

- (a) Each single business property is permitted a total sign area not to exceed one square foot per lineal foot of street frontage, up to a maximum of 100 square feet.
- (b) Each multiple business property is permitted a total sign area not to exceed 20 square feet plus 40 square feet per licensed business; provided, however, that each business must be guaranteed a minimum of at least 25 square feet signage.
- (c) Each multi-building complex and shopping center is permitted a total sign area not to exceed 150 square feet plus 40 square feet per licensed business; provided, however, that each business must be guaranteed a minimum of at least 35 square feet signage.
- (d) Except for buildings containing multiple business, wall signage shall not extend horizontally a distance greater than 50 percent of the width of the building wall on which it is displayed.
- (e) Allowed wall signage is not transferable from one property to another; except within a shopping center or multi-building complex.
- (f) Wall signs shall not be placed higher than 35 feet above median sidewalk grade.
- (g) Projecting signs may not project further than six feet from the surface of the building. A right-of-way use permit shall be required for signs projecting over the public right-of-way.

(3) Internally illuminated signs shall be constructed using individual letters/characters, or sign cabinets with an opaque field or background so that only the individual letters/characters are illuminated.

(4) Reader board signs and changeable message center signs are permitted as per the requirements established in DMMC 18.42.220.

(5) Gasoline price signs shall not be located in, nor project over, the public right-of-way and shall not be portable. Such signs may be freestanding or attached to canopy columns. The area of the price sign shall not count towards the allowed total wall or freestanding signage.

(6) Temporary signs shall be permitted as provided in DMMC 18.42.090. [Ord. 1509 § 3, 2011.]

18.42.320 Marina district.

The following signs are permitted on commercially zoned properties within the marina district as established by the Des Moines Comprehensive Plan:

(1) Each public commercial parking lot may have one sign per street frontage not exceeding 24 square feet in sign area.

(2) Reader board signs and changeable message center signs are permitted as per the requirements established in DMMC 18.42.220.

(3) Projecting signs may not project further than six feet from the surface of the building. A right-of-way use permit shall be required for signs projecting over the public right-of-way.

(4) Freestanding signs may not exceed 15 feet in height as measured from the sidewalk grade, and shall not be located on or above, nor project over the public right-of-way.

(5) No more than one freestanding sign is permitted for properties with less than 300 feet of street frontage. Multiple business properties or multi-building complexes with over 300 feet of street frontage and more than one vehicular access are allowed one additional freestanding sign; provided, that the total allowable sign area is not exceeded and the signs are over 100 feet apart.

(6) Each single business property is permitted a total sign area not to exceed two square feet per lineal foot of street frontage, up to a maximum of 200 square feet. Freestanding signs may not exceed 50 square feet.

(7) Each multiple business property or multi-building complex is permitted one freestanding sign not to exceed one square foot per lineal foot of street frontage up to a maximum of 100 square feet. Each business within shall be permitted a wall sign not to exceed one square foot per lineal foot of street frontage; provided, however, that each business must be guaranteed a minimum of at least 24 square feet regardless of street frontage.

(8) Gasoline price signs shall not be located in, nor project over, the public right-of-way, and shall not be hand written. Such signs may be freestanding or attached to canopy columns. The area of the price sign shall not count towards the allowed total wall or freestanding signage.

(9) Temporary signs shall be permitted as provided in DMMC 18.42.050. [Ord. 1509 § 20, 2011: Ord. 584 § 5(D), 1983.]

18.42.325 Business park zone.

Repealed by Ord. 1509. [Ord. 920 § 10, 1991.]

18.42.327 Pacific Ridge commercial zones.

Repealed by Ord. 1509. [Ord. 1267 § 7, 2000.]

ARTICLE VI. ADMINISTRATION AND ENFORCEMENT

18.42.330 Authority of code administrator.

Repealed by Ord. 1509. [Ord. 584 § 6(part), 1983.]

18.42.340 Removal of unlawful signs – Notice.

The city manager or designee may order the removal of any sign erected, installed, or maintained in violation of this chapter.

(1) Signage, General. Any property owner or occupant erecting or maintaining signage not in compliance with the provisions of this chapter, except portable signs which are regulated in subsection (2) of this section, shall be given written notice, by certified letter, specifying the violation and a direction to correct the violation or remove the sign within 30 days. Such notice shall be given to the holder of the sign permit or, if no permit exists, to the named owner of the land where the sign is erected. In the event the violation is not corrected within the 30-day period, the city manager or designee shall thereupon revoke the permit and remove, or cause the removal of the sign, and shall assess all costs and expenses incurred against the named owner of the sign and/or named owner of the land. Any sign which is a source of immediate peril to persons or property may be removed summarily and without notice. Alternatively, this subsection may be enforced pursuant to chapter 18.72 DMMC.

(2) Portable Signage. Portable signage includes any sign not permanently affixed; real estate signs; political signs; portable reader board signs; streamers; pennants; banners; signs attached to or mounted on trees, fences, utility poles, or vehicles parked in proximity to a business with the purpose of attracting attention to such business; or any similar signs. Except as provided for in DMMC 18.42.050(12)(k), portable signs in violation of this chapter located in the right-of-way must be removed upon 24-hour notice. Such notice shall be given by delivering a written notice of violation to the owner, occupant, or person ostensibly in charge or control of the real property upon which the sign is located. Such notice shall state the violation and shall require that the violation be corrected within 24 hours. In the event the violation is not corrected within 24 hours, the city manager or designee shall cause the sign or signs to be impounded. If the portable sign is located off site of the premises to which the sign reasonably relates, or if ownership of the sign cannot be reasonably determined, no notice of violation shall be provided and the sign shall be impounded forthwith. In the event a sign is removed, there shall be a removal fee and a storage fee as set by administrative order of the city manager. No sign shall be returned until the removal and storage fee is paid in full. The sign shall be stored for not less than 10 days, and thereafter the city manager or designee shall dispose of the sign in any manner. No cause of action shall be maintained against the city for damage to signs properly impounded, whether such damage occurred during the impoundment or storage. A second violation occurring within a 12-month period shall be considered a Class 1 civil infraction. A third violation occurring within a 12-month period shall result in a criminal prosecution and immediate impoundment of the sign without notice. This enforcement provision supersedes the processes contained in DMMC 18.72.060, and provides for immediate prosecution pursuant to DMMC 18.72.070. For such repeat offenses sign alteration or substitution shall be no defense. [Ord. 1509 § 21, 2011; Ord. 791 § 1, 1989; Ord. 584 § 6(A), 1983.]

18.42.350 Nonconforming signs.

(1) Nonconforming signs that were legally and permanently installed prior to May 15, 2011, shall be allowed to continue in use so long as they are continuously maintained, are not relocated, are not structurally altered or made more nonconforming in any way.

(2) Nonconforming off-premises signs shall be abated in accordance with DMMC 18.48.090. [Ord. 1509 § 22, 2011; Ord. 1267 § 8, 2000; Ord. 584 § 6(C), 1983.]

18.42.360 City not liable.

This chapter shall not be construed to relieve from or lessen the responsibility of any person owning, building, altering, constructing, or removing any sign in the city for damages to anyone injured or damaged either in person or property by any defect or action therein, nor shall the city, or any agent thereof, be held as assuming such liability by reason of permit or inspection authorized in this chapter or a certificate of inspection issued by the city or any of its agents. [Ord. 584 § 6(D), 1983.]

18.42.370 Other enforcement.

Repealed by Ord. 1509. [Ord. 584 § 6(B), 1983.]



Modified Sections in 2011

- ☐ Signs over the Right-of-way
- ☐ Reader Boards & Message Centers
- ☐ Commercial Zones
- ☐ Exemptions
- ☐ Special Sign Use Permits
- ☐ Prohibited Signs
- ☐ Marina District
- ☐ Nonconforming Signs

Proposed Policy Changes Draft Ordinance 13-011

- 18.08.020 – Single Family Permit Uses
 - Church sign regulations
- 18.42.040 – Permit Exemptions
 - Real estate signs
 - Business identification signs
- 18.42.150 – Prohibited Signs
 - Roof signs in Pacific Ridge
- 18.42.270 – Placement
 - Off premises readerboard signs
- 18.42.300 – Neighborhood Commercial Zones
 - Business identification sign size and content

Policy Questions (refer to Attachment 2 for more detail)

1. Should business identification sign size be increased beyond the 12 square feet proposed? (Bottom of p. 8, Attachment 2)
2. Should on-premises charitable or religious organization bulletin board size be increased above the 12 square feet currently allowed? (Top of p. 9)
3. Should the prohibition of off-premises signs be deleted in its entirety allowing businesses to advertise whatever and wherever they want? (Top of p. 15, top of p. 18, and middle of p. 20)
4. Should (1) the prohibition against signs installed on fences be relaxed or even eliminated with strict time limits if property owner permission is given?, and (2) signs affixed to fences on Marine View Drive and Des Moines Memorial Drive be outright permitted for a limited time with a City-approved temporary sign permit? (Middle of p. 15)

Policy Questions

(refer to Attachment 2 for more detail)

5. Should temporary owner approved signs on private property be allowed with a City permit? (Middle of p. 15)
6. Should a single 6 square feet with no lights be allowed for licensed Home Occupations? (Middle of p. 15)
7. Should the 24 square feet maximum allowed for community centers, schools and churches in 18.42.290(4) in **residential** zones be the same as the 80 square feet maximum size allowed in 18.42.310 for readerboard or freestanding signs in **commercial** zones? (Bottom of p. 18 and 20)
8. Should on-premises Neighborhood Commercial Zone business identification sign size be increased beyond the 12 square feet proposed? (Middle of p. 19)

Policy Questions

(refer to Attachment 2 for more detail)

9. Should signs on Pacific Highway South be subject to a different set of sign regulations (e.g., bigger and taller signs) since speeds on Pac Highway are higher? (Bottom of p. 19)
10. Should the number of allowed freestanding signs be increased? (Bottom of p. 19)
11. Should allowable freestanding sign size be increased from 80 square feet to 250 square feet on Pacific Highway and 150 square feet on other arterials? (Top of p. 20)
12. Should freestanding signs be allowed to be up to 50 feet tall on Pac Hwy and 25 feet on other properties? (Top of p. 20)

Examples of Wall Signs



Wall Sign is
60 Square
Feet

Examples of Wall Signs



Each sign is
32 Square
Feet

Examples of Wall Signs



Wall Sign is
21 Square
Feet

Examples of Wall Signs



Wall Sign is
27 Square
Feet

Examples of Wall Signs



Wall Sign is
18 Square
Feet

Examples of Wall Signs



Each Wall Sign
is 26 Square
Feet

Examples of Large Wall Signs



Examples of Large Wall Signs



Examples of Roof Signs



A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Modification to Short
Subdivision Frontage Improvement
Requirements

FOR AGENDA OF: July 25, 2013

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: July 17, 2013

ATTACHMENTS:

1. Draft Ordinance 13-118
2. Priority Pedestrian Network Map
3. Department of Commerce expedited
review acknowledgment letter.

CLEARANCES

- [X] Legal 
- [] Finance _____
- [] Marina N/A
- [] Parks, Recreation & Senior Services N/A
- [X] Planning, Bldg & Public Works DSB
- [] Police N/A
- [] Courts N/A

APPROVED BY CITY MANAGER FOR
SUBMITTAL: 

Purpose and Recommendation:

The City Council has directed City staff to research the issue of street frontage improvement requirements for short subdivisions and to provide a recommendation for Council's consideration regarding this matter.

Suggested Motion

Motion 1: "I move to pass Draft Ordinance No. 13-118 creating a new section to DMMC 17.36.050, to a second reading on August 8th, 2013, or as soon thereafter as the matter may be heard."

Background:

Title 17 Des Moines Municipal Code (DMMC) – Subdivisions – requires that all subdivisions and short subdivisions improve all rights-of-way within and abutting the subdivision in accordance with the standards set forth in the City's Street Development Standards (DMMC 17.36.050 and chapter 12.28 DMMC). Depending upon the street classification, this could include additional paving, sidewalk, curb, gutter, and/or streetlight installation.

At the June 28, 2012 Council Meeting, a North Hill resident spoke during the public comment period. The resident had attended a Pre-Application meeting regarding the applicable applications and codes for a short subdivision to divide his lot into two lots for the purposes of building an additional single family residence. At the meeting, he was informed of the requirements for frontage improvements along both frontages of his corner lot. Stating a lack of similar improvements in the surrounding area and the time and costs associated with installing such improvements, the resident requested that the City Council consider modifying the code to include language that allows for deferments or modifications for circumstances such as his.

A motion was made and seconded that staff look into the issue and bring back to Council a list of recommendations for the Council's consideration regarding this matter.

Discussion:

Staff has researched several surrounding cities and found a variety of approaches to the issue. While some cities do not provide processes for deviating from the street improvement requirements, others provide for some discretion in granting modifications, deferments, and/or waivers. An example of each of these approaches follows:

1. Modification: A modification to the nature or extent of required improvements due to circumstances such as surrounding improvements or topographic/physical conditions.
2. Deferment: Defer installation of required improvements to a later time such as in cases in which the improvement is part of a larger project already scheduled as part of the City's transportation improvement plan. A concomitant agreement to install or reimburse the City at a later date; or collection of funds may be required as part of a deferment.
3. Waiver: Waive requirements for one or all required improvements due to circumstances such as significant adverse environmental impacts, or if it is unlikely that surrounding properties would have improvements installed in the foreseeable future.

Examples of circumstances in which installation of frontage improvements would be advisable are properties which abut Priority Pedestrian routes (see Attachment 2) in the Comprehensive Transportation Plan.

Staff discussed the issue with the Public Safety & Transportation Committee on April 4, 2013 and provided a presentation to the Council on April 11, 2013. At the May 9, 2013 Public Safety and Transportation Committee meeting, the Committee provided direction to staff to draft an ordinance which created a new modification section that would apply to short subdivisions of 2 lots, and less than 100 lineal feet or not located on a street identified on the Pedestrian Priority Network map (see Attachment 2).

As the proposed amendments would modify the City development regulations, the amendments are required to be forwarded to the Department of Commerce for review and comment by the Department and other State Agencies. Pursuant to RCW 36.70A.106, this review period is a minimum of 60 days; during which a local jurisdiction cannot adopt proposed amendments to its development regulations. Staff requested and was granted an expedited review by the Department of Commerce (refer to Attachment 3). Staff issued a SEPA comment notice on July 10th, 2013 under the optional DNS process in WAC 197-11-355 and plans to issue a DNS prior to the July 25, 2013 Council date. The City Council may not enact the Ordinance until the SEPA comment period and 10-day appeal window

Alternatives:

The City Council may:

1. Pass the Draft Ordinance to a 2nd Reading on August 8th.
2. Direct that staff modify the Draft Ordinance before the 2nd reading.
3. Decline to consider amendments to the subdivision code at this time (No action). Under this alternative, applications would continue to be required to improve rights-of-way within and abutting the subdivisions under all circumstances.

Financial Impact:

Providing a modification section could potentially shift the cost of some future frontage improvements on certain streets to the City. Modifying some of the required frontage improvements may lower some of the costs associated with residential in-fill developments and be seen as an incentive to subdivide lots that are large enough to qualify.

Recommendation/Conclusion:

Administration recommends that the City Council pass Draft Ordinance 13-118 to a second reading on August 8, 2013.

Concurrence:

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

CITY ATTORNEY'S FIRST DRAFT 07/17/2013

DRAFT ORDINANCE NO. 13-118

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON amending DMMC 17.36.050 relating to the construction of Street System Improvements on Rights-of-Way Abutting a subdivision.

WHEREAS, the City of Des Moines requires a new subdivision to possibly dedicate rights-of-way to serve adjacent properties in order to provide a safe and efficient circulation system within the city, and

WHEREAS, the City of Des Moines also requires improvements on rights-of-way abutting the subdivision which typically include curb, gutter, sidewalk, surface water improvements, and possibly streetlights, and

WHEREAS, the City Council recognizes the need for pedestrian improvements in the city, and

WHEREAS, a request was made for the Council to consider providing an option for waiving or modifying the street system improvements when there is no existing surrounding sidewalk to connect the required new sidewalk to, and

WHEREAS, this request was discussed at the April 4, 2013 and May 9th, 2013 Public Safety and Transportation Committee meeting, and

WHEREAS, this request was discussed at the April 11, 2013 City Council Meeting, and

WHEREAS, the Public Safety and Transportation Committee recommended to the City Council that a modification section be added to DMMC 17.36.050, and

WHEREAS, the ordinance was properly noticed in accordance with DMMC 17.44.030, and

WHEREAS, the City Council finds that the amendments contained in this Ordinance are appropriate and necessary; now therefore,

Draft Ordinance No. 13-118.1
July 17, 2013

Ordinance No. ____
Page 2 of 4

WHEREAS; now therefore,

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

Sec. 1. DMMC 17.36.050 and section 57 of Ordinance No. 931 as amended by section 1 of Ordinance No. 1003 are each amended to read as follows:

17.36.050 Access - Rights-of-way.

(1) General. All rights-of-way within and abutting the subdivision shall be improved in accordance with the standards set forth in chapter 12.28 DMMC.

(2) Designation of rights-of-way. If a new right-of-way is proposed within a subdivision, the Planning, Building and Public Works Director shall classify the right-of-way based on the projections for that right-of-way using the right-of-way definitions established in "City of Des Moines Street Development Standards" as adopted by chapter 12.28 DMMC.

(3) Dedication. The City may require the dedication of rights-of-way to serve adjacent properties in order to provide a safe and efficient circulation system within the City.

(4) Construction of street system improvements on rights-of-way abutting the subdivision and off-site from the subdivision. Such street system improvements as are defined in chapter 12.44

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July 17, 2013

Ordinance No. ____
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shall be constructed on rights-of-way abutting the subdivision and off-site from the subdivision as directed by the City Council in the course of discretionary review of the subdivision. The subdivision applicant required to construct off-site street system improvements are entitled to reimbursement as provided in chapter 12.44 DMMC.

(5) Modifications. The applicant may request and the Public Works Director may grant a modification of the right-of-way improvements defined in the current Street Development Standards for subdivisions that do not yield more than two lots based upon the following criteria:

1. The subdivision contains less than 100 lineal feet of street frontage and would not match existing improvements;
or
2. The subdivision does not front on a street identified in the Priority Pedestrian Network in the current Comprehensive Transportation Plan and would not match existing improvements; or
3. The subdivision does not front on a street identified in the Priority Pedestrian Network in the current Comprehensive Transportation Plan and unusual topographic or physical conditions preclude the construction of the improvements as required.

NEW SECTION. Sec. 3. 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.

Draft Ordinance No. 13-118.1
July 17, 2013

Ordinance No. ____
Page 4 of 4

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

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 2013 and signed in authentication thereof this ____ day of _____, 2013.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

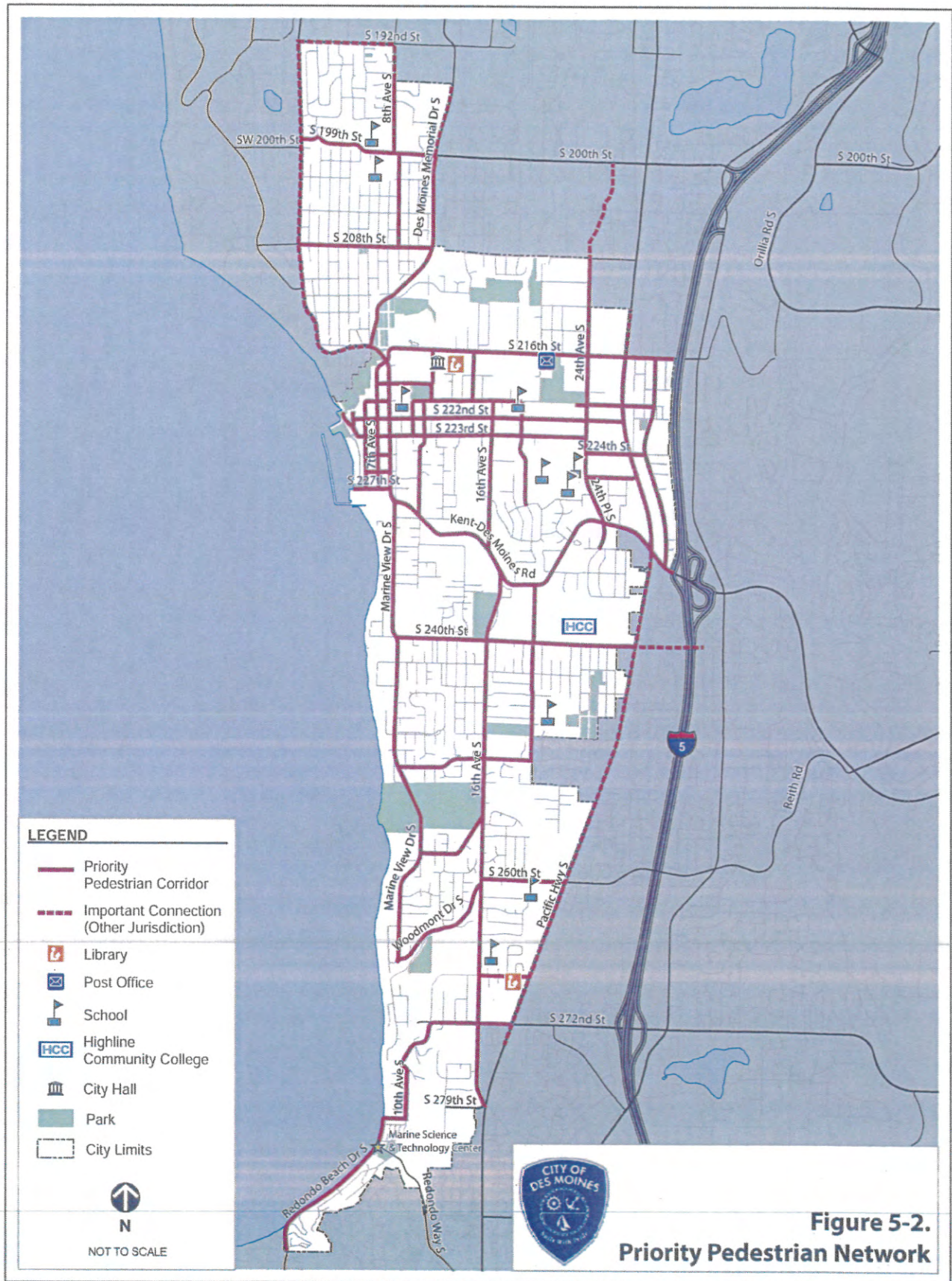
City Clerk

Published: _____

Effective Date: _____

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Draft Ordinance No. 13-118.1
July 17, 2013





STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 First Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-1000
www.commerce.wa.gov

June 4, 2013

Denise Lathrop
Planning Manager
City of Des Moines
21650 - 11th Avenue South Suite D
Des Moines, Washington 98198

Dear Ms. Lathrop:

Thank you for sending the Washington State Department of Commerce (Commerce) the following materials as required under RCW 36.70A.106. Please keep this letter as documentation that you have met this procedural requirement.

City of Des Moines - Proposed text code amendment to Title 17 Subdivisions DMMC to add a modification section to Chapter 17.36 DMMC related to short plat frontage improvements. These materials were received on May 22, 2013 and processed with the material ID # 19165. Expedited Review is requested under RCW 36.70A.106(3)(b).

If this submitted material is an adopted amendment, then please keep this letter as documentation that you have met the procedural requirement under RCW 36.70A.106.

If you have submitted this material as a draft amendment requesting expedited review, then we have forwarded a copy of this notice to other state agencies for expedited review and comment. If one or more state agencies indicate that they will be commenting, then Commerce will deny expedited review and the standard 60-day review period (from date received) will apply. Commerce will notify you by e-mail regarding of approval or denial of your expedited review request. If approved for expedited review, then final adoption may occur no earlier than fifteen calendar days after the original date of receipt by Commerce. Please remember to submit the final adopted amendment to Commerce within ten days of adoption.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call Dave Andersen (509) 434-4491 or Paul Johnson (360) 725-3048.

Sincerely,

Review Team
Growth Management Services

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Surface Water Management Rates

AGENDA OF: July 25, 2013

DEPT. OF ORIGIN: Planning, Building and
Public Works

ATTACHMENTS:

1. Draft Ordinance No. 13-123 (showing markups)
2. Draft Ordinance No. 13-123 (Alternate A) (showing markups)
3. Draft Report for the Stormwater Rate Structure – July 2013 by FCS Group
4. City Attorney Memo

DATE SUBMITTED: July 17, 2013

CLEARANCES:

- [X] Legal JB
- [X] Finance JS
- [] Marina N/A
- [] Parks, Recreation & Senior Services N/A
- [X] Planning, Building & Public Works DJB
- [] Police N/A
- [] Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AT

Purpose and Recommendation:

The purpose of this agenda item is to enact an Ordinance for adjusting the Surface Water Management Utility rate structure based on the results of a study that was prepared by the Financial Consulting Solutions Group (FCS Group). The Council was briefed on the rate structure study by the consultant on May 23, 2013 and staff was directed to prepare an Ordinance that followed the recommendations of the study with the exception that an exemption be provided to private streets that are non-limited access roads and built to what was required for approval of the plat, and that private streets are to receive the same services as public streets. An alternate Ordinance was also prepared, Draft Ordinance No. 13-123 (Alternate A) that only includes the recommendations of the FCS Group. Both Ordinances were reviewed by the Environment Committee on July 11, 2013; however, for clarity, language has been added to the Rate Adjustment section 2(b) of both versions of the ordinance that the rate adjustment is available for all qualifying non-single family properties and private streets.

Staff has included in this agenda packet two draft Ordinances for Council consideration. Draft Ordinance No. 13-123 [Attachment 1] which includes the recommendations of the FCS Group with provisions as directed by Council on May 23, 2013. This Ordinance is not recommended by staff. Draft Ordinance No. 13-123 (Alternate A) [Attachment 2] which includes just the recommendations of the FCS Group. Staff recommends the Council enact Draft Ordinance No. 13-123 (Alternate A).

Suggested Motions:

Motion “I move to pass Draft Ordinance No. 13-123, revising the definitions of private streets and the Equivalent Billing Unit, eliminating the 70% rate discount for private streets, providing an exemption for private streets that meet public access criteria, providing storm water maintenance services on private streets meeting certain criteria, revising the classification base rate calculations, and providing rate credits for non-single family residences that mitigate water quality and water quantity impacts above current development standards, to a second reading on August 8, 2013.”

Alternate Motion “I move to pass Draft Ordinance No. 13-123 (Alternate A), revising the definition the Equivalent Billing Unit, eliminating the 70% rate discount for private streets, revising the classification base rate calculations, and providing rate credits for non-single family residences and private streets that mitigate water quality and water quantity impacts above current development standards, to a second reading on August 8, 2013.”

Background:

Council was briefed on the Rate Structure Study by the Financial Consulting Solutions (FCS) Group on May 23, 2013. The Rate Structure Study has been finalized as “Draft Report for the Stormwater Rate Structure Study – July 2013” and is provided as Attachment 3. The general recommendations of the study are as follows:

1. Maintain the current method of using impervious area as the basis for calculating the rates.
2. Update the EBU definition to reflect the current average impervious area of single family residential properties; this being 3450 square feet rather than the current 2400 square feet. Also create a tiered residential class for small (0-2800 square feet), medium (2800 to 4350 square feet), and large (4350 to 7500 square feet) residential properties and an extra large class for residential properties greater than 7500 square feet that would be charged a measured rate.
3. Recalculate the water quality and water quantity rate components based on the utility’s current program costs.
4. Charge multi-family residential customers based on the impervious area and eliminate the dwelling per unit charge.
5. Continue to exempt public streets and eliminate the 70% discount for private streets but provide for rate adjustments for private streets within the broader credit policy for on-site mitigation measures.
6. Continue to provide low-income and disable rate discounts and institute a rate credit policy for qualifying that provide for on-site mitigation. The recommended policy is that it would be available to only non-single family properties that provide water quality and water quantity mitigation above the current development standards.

Council directed staff to prepare an Ordinance that includes the above consultant recommendations, but to completely exempt services charges on private streets that are not limited from the public and were

built to the standards required for approval of the plat. Additionally, Council directed the Ordinance be written to provide utility services to private streets in the same manner as public streets.

Discussion:

Exemption of Private Streets

Staff cannot recommend complete exemption of service charges on private streets for several reasons. The benefit for access cannot be clearly defined and the extent of access varies by location. For example, some private streets could be accessible to the public from both ends while others, like the community of Huntington Park for example, are accessible from one entrance. Some private streets are marked with no trespassing signs to discourage public use to a private community, again the Huntington Park community is an example of this.

The matter is further complicated by not having a strong nexus or relation between the public benefit for the access to private streets and the public SWM utility. In other words, there is no “utility” benefit for the public having access to private streets, but the utility would bear the full costs for having the public benefit, if there is a public benefit.

The end result of the rate adjustments must be revenue neutral. Therefore, if an exemption is provided for private streets, the costs associated for the impacts to the public SWM utility created by those private streets must be carried by other rate payers in the utility.

The Draft Ordinance, as directed by Council on May 23, deviates from the recommendations of the Rate Structure Study prepared by the FCS Group. This study was prepared by a highly qualified financial firm that specifically evaluated the equity of the rate classifications of the SWM utility. Any deviations from the recommendations must be done in the context of equity across all of the utility’s classifications. Deviations from the equity study is not recommended and should only be done in areas that are not prohibited by statute nor creates an inequity to the rate payers, which is what the study is addressing.

Rather than issuing a city-wide exemption for private street fees that are generally open and are not restricted from the public, staff concurs with the recommendations of the rate structure study that instead suggests that any private street that provides a measurable benefit to the public SWM utility by means of a proposed rate adjustment (via the mitigation of impacts to the public drainage system). This rate adjustment would be made available to all of the rate classes, except for single family homes, which are not proposed for administrative reasons.

Drainage Services to Private Streets

Staff cannot recommend providing drainage services on private streets at this time for several reasons.

Property owners that provide their own street sweeping may be considered for rate adjustments in accordance with the Draft Ordinance No. 13-123 (Alternate A). To require SWM Utility services on private storm water systems, like street sweeping and cleaning out catch basins, could be challenged and difficult to defend because of the costs of the street sweeping on private streets would be borne by all of the ratepayers for a benefit of only those ratepayers that live on private streets. These services are not currently included as part of the services provided by the public SWM utility, and therefore costs for providing the services are not presently being collected from the rate payers.

The purpose of this rate structure study is to evaluate the equity of the rate structure and not the services provided by utility. The utility rates as shown in Appendix A of the Ordinance(s) do not include an adjustment for providing drainage services to private streets (i.e. private drainage systems). The services of the SWM utility are proposed to be evaluated in 2014 when a Comprehensive Plan will be updated. If the Council would like to consider providing services on private drainage systems, staff would suggest that this be included as part of next year's comprehensive plan analysis, whereupon, the criteria for providing services to private systems are established and a public benefit determined.

Providing services to private drainage systems, at no cost to the property owners using those private drainage systems, is not recommended for the same reasons that private streets would not be exempted from service fees. Having public access to the private streets may provide a benefit to the public, but whether the access warrants these drainage services (cleaning the street drains and catch basins and street sweeping) may vary by location. It should also be noted, that adopting the Ordinance with services would supersede any plat approvals with conditions for allowing private streets and requiring the property owners by covenant to properly maintain them.

Financial Impact:

The recommendations of this Rate Structure study are revenue neutral and therefore no financial impacts are anticipated to the SWM Utility. However, most of the recommendations impact the various rate classifications by lowering the rate for most or all commercial and multifamily properties as well as single family properties that qualify for the small impervious tier consisting of less than 2,800 square feet of impervious area. Single family properties that meet the medium or large tiers as well as those that exceed 7,500 square feet of impervious area would be charged a higher rate.

Should Council decide to provide certain drainage services to private streets, the financial impact is unknown and depends on the number of private streets that would qualify for the services. It is suggested that any granted services be evaluated in next year's comprehensive plan and included in any rate adjustments at that time.

Alternatives:

The City Council may decide to enact Draft Ordinance 13-123. This Ordinance deviates from the recommendations of the Rate Structure Study. The FCS Study and staff believes that fully exempting private streets from utility fees as well as providing SWM services on private streets may be challenged as it would create a classification of private street owners with no public benefit and no consideration for the services. The City Council may decide to enact Draft Ordinance No. 13-123 (Alternate A). This Alternate version is recommended by the consultant and staff, and provides a considerable credit system for private streets owners that maintain their private storm water systems sufficiently to mitigate impacts to the public drainage system.

The City Council could also decide not to make any changes to the rate structure. This is not recommended by staff given that the study is addressing concerns raised about the equity of the current rates.

Recommendation/Conclusion:

Staff requests that Council approve Alternate Motion passing Ordinance No. 13-123 (Alternate A) to a second reading on August 8, 2013.

Concurrence:

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

CITY ATTORNEY'S FIRST DRAFT 7/17/2013

DRAFT ORDINANCE 13-123

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to surface water management, adding new sections to chapter 11.12 DMMC applying Findings and Authority and adopting by reference the "Draft Report for the Stormwater Rate Structure Study - July 2013"; amending DMMC 11.12.010 to revise the definition of private streets and equivalent billing unit (EBU); amending DMMC 11.12.020 to replace the property classification base rates in Appendix A attached to this Ordinance; amending DMMC 11.12.060 to eliminate the 70% discount for private streets but also to exempt service charges for private streets that do not limit public access and were constructed to the street standards at the time of approval of the plat as well as provide surface water management services to private streets meeting those two conditions; amending 11.12.070 to eliminate services to private streets under this section; and amending 11.12.080 for rate adjustments to provide for an adjustment in service charges for non-single family properties that provide water quality and/or water quantity mitigation above that required under the current development standards.

WHEREAS, the City Council of the City of Des Moines first established surface water utility rates and charges in Ordinance No. 860, enacted October 11, 1990, and

WHEREAS, Ordinance No. 860 was amended by Ordinance No. 990, enacted November 19, 1992, to apply a cost of living increase of approximately 3.15 percent, effective in 1993, and

WHEREAS, Ordinance No. 990 was amended by Ordinance No. 1065, enacted November 18, 1993, to apply a cost of operation increase of approximately 2 percent, effective in 1994, and

WHEREAS, Ordinance No. 1065 was amended by Ordinance No. 1173, enacted November 21, 1996, to apply a cost of operation increase of approximately five percent (5%), effective in 1997, and

WHEREAS, Ordinance No. 1173 was amended by Ordinance No. 1220-A, enacted October 29, 1998, to apply a cost of

Draft Ordinance No.13-123 Final Clean
July 17, 2013

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operation adjustment to charges for surface water drainage services to be consistent with the Surface Water Management Financial Forecast, and

WHEREAS, Ordinance No. 1220-A was amended by Ordinance No. 1246, enacted November 18, 1999, to apply a cost of operation adjustment to charges for surface water drainage services and to add participation charges for new development permits, and

WHEREAS, on October 13, 2005, the City Council of the City of Des Moines considered the findings and recommendations of the Surface Water Management Rate Study presented by John Ghilarducci of Financial Consulting Solutions Group, Inc., and

WHEREAS, Ordinance No. 1368 was enacted on November 13, 2005, to adjust surface water drainage service charges, to amend participation charges for development permits, and to apply an inflation adjustment, and

WHEREAS, Ordinance No. 1437 was enacted on September 25, 2008, to adjust surface water drainage services charges, to revise the annual inflation rate calculation, and to specify an effective date for applying the drainage service charges to new development, and

WHEREAS, Ordinance No. 1441 was enacted on November 13, 2008, imposing a six percent (6%) Surface Water Management Utility Tax, and

WHEREAS, Ordinance No. 1496 was enacted on November 18, 2010, to revise the annual inflation index calculation to a minimum rate increase of zero percent, and

WHEREAS, the City Council finds that surface water management is an essential service of the City of Des Moines, and

WHEREAS, on May 23, 2013, the City Council of the City of Des Moines considered the findings and recommendations of the Surface Water Management Rate Structure Study presented by John Ghilarducci of Financial Consulting Solutions Group, Inc., and the City Council having considered; now therefore,

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

NEW SECTION. Sec. 1. A new section shall be added to chapter 11.12 DMMC to read as follows:

The following Findings and Authority shall apply to this Ordinance.

The City has prepared a study for determining an equitable method for calculating the Surface Water Management Service Fees for the rate classes as set forth in Appendix A of this Ordinance. The "Draft Report for the Stormwater Rate Structure Study - July 2013", by FCS Group, complies with RCW 35.67.020 by applying three uniform rates for small, medium, and large single-family properties and a measured rate for single-family properties exceeding 7,500 square feet of impervious surface and a measured rate for all multi-family, commercial and non-profit properties. The measured rate charge shall be based on per billing unit per 3,450 square feet of impervious surface area. A copy of the rate study, Appendix B of this Ordinance, shall be kept on file with the City Clerk and is available to the public for review.

NEW SECTION. Sec. 2. A new section shall be added to chapter 11.12 DMMC to read as follows:

The following is adopted by reference.

The "Draft Report for Stormwater Rate Structure Study - July 2013" is hereby adopted as set forth in Appendix B, which is attached to the Ordinance codified in this chapter and incorporated herein by reference.

Sec. 3. DMMC 11.12.010 and section 1 of Ordinance No. 860 as amended by section 1 of Ordinance No. 1000 as amended by section 2 of Ordinance No. 1211 as amended by section 1 of Ordinance No. 1246 are each amended to read as follows:

Definitions.

(1) Use of wWords and pPhrases. As used in this chapter, unless the context or subject

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matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

(2) "Commercial property" means: (a) all property in the City, private or public, used for a purpose other than single-family, multifamily, or nonprofit uses; and (b) for the purposes of this chapter, "mixed uses" as defined in the zoning code of the City and nonprofit homes for the aging as that expression is used in chapter 84.36 RCW.

(3) "Development permit charge" means a one time payment made at the time of development or redevelopment of a property to compensate the City for the costs previously incurred by the City in providing the surface water system serving the property at the time of development.

(4) "Developed property" means a property that has been changed from the natural state, resulting in 500 square feet or more of impervious area occurring on the property.

(5) "Development permit" means, for the purposes of this chapter, a required permit leading to a project that will result in 500 square feet or more of new impervious area on previously undeveloped or developed property.

(6) "Disabled person" means a person who has been granted special parking privileges for disabled persons under RCW 46.16.381 as presently constituted or as may be subsequently amended.

(7) "Equivalent billing unit (EBU)" means a measure of the impact of commercial/multifamily properties on the surface water system. It is

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equal to each 2,4003,450 square feet of impervious area that has been determined to be the average amount of impervious area on single-family properties in the City.

(8) "Impervious surface" or "area" means a hard surface area which either prevents or retards the entry of water into the soil mantle as it entered under natural conditions prior to development, and/or a hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roofs, walkways, patios, driveways, parking lots, storage areas, areas which are paved, graveled or made of packed or oiled earthen materials, or other surfaces which similarly impede the natural infiltration of surface and storm water. Open, uncovered retention/detention facilities shall not be considered as impervious surfaces for the purpose of this chapter.

(9) "Multifamily property" means all property zoned and/or used for purposes of multifamily housing. For the purposes of this chapter, trailer parks are considered multi-family property, and "mixed uses" are not considered multifamily property.

(10) "Nonprofit property" means property upon which a facility exists that is owned and operated by a governmental agency or by an organization that has been granted nonprofit status under the rules of the Internal Revenue Code of the United States.

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(11) "Nonprofit residential property" means multifamily residential developments or nonprofit homes for the aging, owned and operated by a governmental agency or by an organization that has been granted nonprofit status under the rules of the Internal Revenue Code of the United States.

(12) "Private streets" means tracts of land, not publicly owned, that are generally open and unrestricted to the public in the same manner as public rights-of-way and that serve residential developments, but shall not include driveways or paved surfaces providing vehicle access within a multifamily or commercial development.

(13) "Rate Structure Study" means the rate study identified in section 2 of this Ordinance.

(143) "Single-family unit" means those properties on which one dwelling unit is established, and that unit is used for dwelling purposes and not commercial activity, except for approved home occupations. "Single-family unit" also means an individually owned dwelling unit in planned unit developments (hereinafter "PUD" or "PUDs"), except for condominiums therein.

(154) "Surface water system" means the surface water utility system of the City.

Sec. 4. DMMC 11.12.020 and section 2 of Ordinance No. 860 as amended by section 1 of Ordinance No. 927 as amended by section 1 of Ordinance No. 990 as amended by section 1 of Ordinance No. 1065 as amended by section 1 of Ordinance 1083 as amended by section 1 of Ordinance 1173 as amended by section 1 of Ordinance No. 1220-A as amended by section 2 of Ordinance No. 1246 as amended by section 1 of Ordinance No. 1368 as amended by section 1 of Ordinance No. 1437 as amended by section 1 of Ordinance 1496 are each amended to read as follows:

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Service charge established for surface water service.

There is established a system of service charges for surface water drainage service against all developed properties in the City.

(1) Monthly surface water utility rates shall be established on the basis of whether the developed property is used for a single-family unit, multifamily units, commercial properties, or nonprofit properties. Rates for all other surface water goods and services shall be established by executive order of the City Manager and published at the office of the Planning, Building, and Public Works Department.

(2) The rates for surface water drainage service shall be as reflected on Appendix "A" attached to the Ordinance codified in this section, which is incorporated herein by this reference. The baseline rates contained in Appendix "A" shall take effect January 1, 2009~~14~~. Effective January 1, 2010~~5~~ and January 1st of each succeeding year thereafter, rates for surface water drainage service shall be established by, first, taking the rate service charge for the previous year (this figure is hereinafter referenced as the "base sum"); second, multiplying the base sum by a combination index of the Engineering News Record (ENR) Construction Cost Index (CCI) for the City of Seattle on March 31st of the current year and the Seattle Consumer Price Index (CPI-Urban Consumers), as measured for the 12-month period ending in June of the previous year as published by the U.S. Bureau of Labor and Statistics. The applicable index shall be

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calculated for the upcoming year as 30 percent of the ENR CCI for Seattle plus 70 percent of the Seattle CPI; and, third, adding the results to the base sum. Beginning January 1, 2010, and on January 1st of each succeeding year, the rates shall be established by applying updated CCI, CPI, and the end figures in like manner to the rates of the previous year. Beginning January 1, 2011, and on each succeeding year, should the combined CCI/CPI inflation index as calculated above be less than zero, then the base sum shall remain the same as the previous year.

(3) The monthly surface water service charge as applied to new development activity resulting in 500 square feet or more impervious area shall become effective on the date the land was cleared, graded or modified for the development as documented by the ~~public works director~~Planning, Building and Public Works Director. For new subdivisions, the effective date shall be approval date of the plat.

Sec. 5. DMMC 11.12.060 and section 6 of Ordinance No. 860 as amended by section 2 of Ordinance No. 1187 as amended by section 1 of Ordinance No. 1230 are each amended to read as follows:

Service charges and services for private streets.

In recognition of the benefit to the public that have general access to private streets, private streets that meet the definition per this chapter and constructed to standards required for the approval of the plat, shall be exempted from the monthly service charge and shall, upon written agreement of the property owners, receive maintenance services such as street sweeping and catch basin cleaning at no cost. However, the

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City shall not assume any responsibility for any structural defects or failures of the system, or for the replacement of any of the facilities worn out through normal use. All costs for structural defects, failures, and replacements shall be borne by the property owners, and all such repairs and replacements shall be made at the expense of the owner and in a timely manner when so directed by the City. Private streets that do not meet the definition per this chapter shall be fully charged the monthly service charge and shall not be eligible to receive services. The monthly service charge for private streets shall be computed on the same basis as commercial property, ~~except that the number of equivalent billing units derived therefrom shall be multiplied by 0.30 in computing the overall service charge.~~ Where private streets are in single ownership, the owner shall be responsible for all charges. Where private streets are not in single ownership, but subject to a maintenance agreement, residential properties served by the private street shall be billed equally on a pro rata basis.

Sec. 6. DMMC 11.12.070 and section 7 of Ordinance No. 860 are each amended to read as follows:

Services to be provided to commercial, multifamily and nonprofit properties.

In recognition of the impact of these properties on both the quantity of storm water runoff and the quality of storm water runoff to the surface water system, the City shall, upon written agreement with the property owners, provide periodic inspection and maintenance of the drainage systems on all commercial, multifamily, and nonprofit properties ~~and private streets~~, to include catchbasins, pipe, runoff detention/retention facilities, and water quality

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control facilities. However, the City shall not assume any responsibility for any structural defects or failures of the system, or for the replacement of any of the facilities worn out through normal use. All costs for structural defects, failures, and replacements shall be borne by the property owners, and all such repairs and replacements shall be made at the expense of the owner and in a timely manner when so directed by the City.

Sec. 7. DMMC 11.12.080 and section 8 of Ordinance No. 860 as amended by section 3 of Ordinance No. 1083 as amended by section 3 of Ordinance No. 1211 are each amended to read as follows:

Rate adjustments.

(1) Any person billed for service charges may file a "Request for Rate Adjustment" with the surface water management division within three years of the date from which the bill was sent. However, filing of such a request does not extend the period for payment of the charge.

(2) Requests for rate adjustment may be granted or approved only when the ~~public works director~~ Planning, Building and Public Works Director determines that one or more of the following conditions exists:

(a) ~~the~~ The rate or service charge bill was not calculated in accordance with the terms of this chapter, or the amount charged is in error;

(b) The request is for a private street or a non-single family residential parcel, which includes a constructed or natural on-site storm water mitigation facility that meets all of the following conditions:

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(i) The constructed or natural facility provides storm or storm water detention, retention, water quality treatment, and/or conveyance; and,

(ii) The Planning, Building and Public Works Director has determined that the property owner is capable of maintaining and operating the facility; and,

(iii) The facility is maintained by the property owner to the City's design specifications; and,

(iv) The facility is available for inspection by the City; and,

(v) Excess capacity, if not used by the property owner, is accessible and available for other related public purposes; and

(vi) The rate adjustment is revocable under conditions where the facility no longer operates at the design level established during the drainage plan review/approval process.

(3) The property owner shall have the burden of proving that the rate adjustment sought should be granted.

(4) Decisions on requests for rate adjustments shall be made by the ~~director~~ Planning, Building and Public Works Director based on information submitted by the applicant and by the division within 30 days of the adjustment request except when additional information is needed. The applicant shall be notified in writing of the ~~director's~~ Planning, Building and Public Works Director's decision. If an adjustment is granted

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which reduces the charge for the current year or two prior years, the applicant shall be refunded the amount overpaid in the current and two prior years.

(5) Rate adjustments granted for on-site mitigation as set forth in DMMC 11.12.080(2)(b) shall not exceed 30% of the unadjusted service charge: 14% of the unadjusted service charge for full water quality mitigation and 16% of the unadjusted service charge for full water quantity mitigation. The percentage of the rate adjustment to be granted up to the maximum amount will be the percentage achievement of on-site facilities against current development requirements as determined by the ~~director~~Planning, Building and Public Works Director.

(6) If the ~~director~~Planning, Building and Public Works Director finds that a service charge bill has been undercharged, then either an amended bill shall be issued which reflects the increase in the service charge or the undercharged amount will be added to the next year's bill. This amended bill shall be due and payable under the provisions set forth in DMMC 11.12.020. The ~~director~~Planning, Building and Public Works Director may include in the bill the amount undercharged for two previous billing years in addition to the current bill.

Sec. 8. Codification. Sections 1 and 2 of this Ordinance shall be codified as new sections in chapter 11.12 DMMC.

Sec. 9. Severability - Construction.

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional

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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.

Sec. 10. Effective date. This Ordinance shall take effect and be in full force five (5) days after its passage and approval in accordance with law.

PASSED BY the City Council of the City of Des Moines this ___th day of ___, 2013 and signed in authentication thereof this ___th day of ___, 2013.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published:

Appendix "A"Draft Ordinance No. 13-123

Effective January 1, 2014, the following baseline rates shall be charged for goods and services provided by the utility for the City of Des Moines:

(1) Single-family Developed Properties.

(a) The monthly service charge for all single-family developed properties with impervious surface area between 500 square feet and 2,800 square feet on the property are charged \$10.97.

(b) The monthly service charge for single-family developed properties with impervious surface area between 2,800 square feet and 4,350 square feet on the property are charged \$14.43.

(c) The monthly service charge for single-family developed properties with impervious surface area between 4,350 square feet and 7,500 square feet on the property are charged \$20.59.

(d) The monthly service charge for single-family properties with impervious surface area greater than 7,500 square feet on the property is computed in accordance with the following formula:

$$\begin{array}{rcl} \text{Monthly Service} & & \$14.43 \times \text{Square Footage of} \\ \text{Charge} = & & \text{Impervious Area} \\ & & \hline & & 3,450 \text{ sq. ft.} \end{array}$$

(2) Multi-family Properties. The monthly service charge for all multi-family properties is based on the impervious surface area on the property in accordance with the following formula:

$$\begin{array}{rcl} \text{Monthly Service} & & \$14.43 \times \text{Square Footage of} \\ \text{Charge} = & & \text{Impervious Area} \\ & & \hline & & 3,450 \text{ sq. ft.} \end{array}$$

Appendix A
 Draft Ordinance No. 13-123
 Page 2 of 2

(3) Commercial Properties. The monthly service charge for all commercial properties is based on the impervious surface area on the property in accordance with the following formula:

$$\frac{\text{Monthly Service Charge} = \$14.43 \times \text{Square Footage of Impervious Area}}{3,450 \text{ sq. ft.}}$$

(4) Nonprofit Properties. The monthly service charge for all nonprofit properties is based on the impervious surface area on the property in accordance with the following formula:

$$\frac{\text{Monthly Service Charge} = \$14.43 \times \text{Square Footage of Impervious Area}}{3,450 \text{ sq. ft.}}$$

CITY ATTORNEY'S FIRST DRAFT 07/17/2013

DRAFT ORDINANCE 13-123 (Alternate A)

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to surface water management, adding new sections to chapter 11.12 DMMC applying Findings and Authority and adopting by reference the "Draft Report for the Stormwater Rate Structure Study - July 2013"; amending DMMC 11.12.010 to revise the definition of the equivalent billing unit (EBU); amending DMMC 11.12.020 to replace the property classification base rates in Appendix A attached to this Ordinance; amending DMMC 11.12.060 to eliminate the 70% discount for private streets; and amending 11.12.080 for rate adjustments to provide for adjustment in service charges for non-single family properties that provide water quality and/or water quantity mitigation above that required under the current development standards.

WHEREAS, the City Council of the City of Des Moines first established surface water utility rates and charges in Ordinance No. 860, enacted October 11, 1990, and

WHEREAS, Ordinance No. 860 was amended by Ordinance No. 990, enacted November 19, 1992, to apply a cost of living increase of approximately 3.15 percent, effective in 1993, and

WHEREAS, Ordinance No. 990 was amended by Ordinance No. 1065, enacted November 18, 1993, to apply a cost of operation increase of approximately 2 percent, effective in 1994, and

WHEREAS, Ordinance No. 1065 was amended by Ordinance No. 1173, enacted November 21, 1996, to apply a cost of operation increase of approximately five percent (5%), effective in 1997, and

WHEREAS, Ordinance No. 1173 was amended by Ordinance No. 1220-A, enacted October 29, 1998, to apply a cost of operation adjustment to charges for surface water drainage services to be consistent with the Surface Water Management Financial Forecast, and

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July 17, 2013

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WHEREAS, Ordinance No. 1220-A was amended by Ordinance No. 1246, enacted November 18, 1999, to apply a cost of operation adjustment to charges for surface water drainage services and to add participation charges for new development permits, and

WHEREAS, on October 13, 2005, the City Council of the City of Des Moines considered the findings and recommendations of the Surface Water Management Rate Study presented by John Ghilarducci of Financial Consulting Solutions Group, Inc., and

WHEREAS, Ordinance No. 1368 was enacted on November 13, 2005, to adjust surface water drainage service charges, to amend participation charges for development permits, and to apply an inflation adjustment, and

WHEREAS, Ordinance No. 1437 was enacted on September 25, 2008, to adjust surface water drainage services charges, to revise the annual inflation rate calculation, and to specify an effective date for applying the drainage service charges to new development, and

WHEREAS, Ordinance No. 1441 was enacted on November 13, 2008, imposing a six percent (6%) Surface Water Management Utility Tax, and

WHEREAS, Ordinance No. 1496 was enacted on November 18, 2010, to revise the annual inflation index calculation to a minimum rate increase of zero percent, and

WHEREAS, the City Council finds that surface water management is an essential service of the City of Des Moines, and

WHEREAS, on May 23, 2013, the City Council of the City of Des Moines considered the findings and recommendations of the Surface Water Management Rate Structure Study presented by John Ghilarducci of Financial Consulting Solutions Group, Inc., and the City Council having considered; now therefore,

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

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NEW SECTION. Sec. 1. A new section shall be added to chapter 11.12 DMMC to read as follows:

The following Findings and Authority shall apply to this Ordinance.

The City has prepared a study for determining an equitable method for calculating the Surface Water Management Service Fees for the rate classes as set forth in Appendix A of this Ordinance. The "Draft Report for the Stormwater Rate Structure Study - July 2013", by FCS Group, complies with RCW 35.67.020 by applying three uniform rates for small, medium, and large single-family properties and a measured rate for single-family properties exceeding 7,500 square feet of impervious surface and a measured rate for all multi-family, commercial and non-profit properties. The measured rate charge shall be based on per billing unit per 3,450 square feet of impervious surface area. A copy of the rate study, Appendix B of this Ordinance, shall be kept on file with the City Clerk and is available to the public for review.

NEW SECTION. Sec. 2. A new section shall be added to chapter 11.12 DMMC to read as follows:

The following is adopted by reference:

The "Draft Report for Stormwater Rate Structure Study - July 2013", is hereby adopted as set forth in Appendix B, which is attached to the Ordinance codified in this chapter and incorporated herein by reference.

Sec. 3. DMMC 11.12.010 and section 1 of Ordinance No. 860 as amended by section 1 of Ordinance No. 1000 as amended by section 2 of Ordinance No. 1211 as amended by section 1 of Ordinance No. 1246 are each amended to read as follows:

Definitions.

(1) Use of Words and Phrases. As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

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(2) "Commercial property" means: (a) all property in the ~~city~~City, private or public, used for a purpose other than single-family, multifamily, or nonprofit uses; and (b) for the purposes of this chapter, "mixed uses" as defined in the zoning code of the ~~city~~City and nonprofit homes for the aging as that expression is used in chapter 84.36 RCW.

(3) "Development permit charge" means a one time payment made at the time of development or redevelopment of a property to compensate the ~~city~~City for the costs previously incurred by the ~~city~~City in providing the surface water system serving the property at the time of development.

(4) "Developed property" means a property that has been changed from the natural state, resulting in 500 square feet or more of impervious area occurring on the property.

(5) "Development permit" means, for the purposes of this chapter, a required permit leading to a project that will result in 500 square feet or more of new impervious area on previously undeveloped or developed property.

(6) "Disabled person" means a person who has been granted special parking privileges for disabled persons under RCW 46.16.381 as presently constituted or as may be subsequently amended.

(7) "Equivalent billing unit (EBU)" means a measure of the impact of commercial/multifamily properties on the surface water system. It is equal to each ~~2,400~~3,450 square feet of impervious area that has been determined to be

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the average amount of impervious area on single-family properties in the ~~city~~City.

(8) "Impervious surface" or "area" means a hard surface area which either prevents or retards the entry of water into the soil mantle as it entered under natural conditions prior to development, and/or a hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roofs, walkways, patios, driveways, parking lots, storage areas, areas which are paved, graveled or made of packed or oiled earthen materials, or other surfaces which similarly impede the natural infiltration of surface and storm water. Open, uncovered retention/detention facilities shall not be considered as impervious surfaces for the purpose of this chapter.

(9) "Multifamily property" means all property zoned and/or used for purposes of multifamily housing. For the purposes of this chapter, trailer parks are considered multi-family property, and "mixed uses" are not considered multifamily property.

(10) "Nonprofit property" means property upon which a facility exists that is owned and operated by a governmental agency or by an organization that has been granted nonprofit status under the rules of the Internal Revenue Code of the United States.

(11) "Nonprofit residential property" means multifamily residential developments or nonprofit

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homes for the aging, owned and operated by a governmental agency or by an organization that has been granted nonprofit status under the rules of the Internal Revenue Code of the United States.

(12) "Private streets" means tracts of land, not publicly owned, that are generally open to the public in the same manner as public rights-of-way and that serve residential developments, but shall not include driveways or paved surfaces providing vehicle access within a multifamily or commercial development.

(13) "Rate Structure Study" means the rate study identified in Section 2 of this ordinance.

(143) "Single-family unit" means those properties on which one dwelling unit is established, and that unit is used for dwelling purposes and not commercial activity, except for approved home occupations. "Single-family unit" also means an individually owned dwelling unit in planned unit developments (hereinafter "PUD" or "PUDs"), except for condominiums therein.

(154) "Surface water system" means the surface water utility system of the cityCity.

Sec. 4. DMMC 11.12.020 and section 2 of Ordinance No. 860 as amended by section 1 of Ordinance No. 927 as amended by section 1 of Ordinance No. 990 as amended by section 1 of Ordinance No. 1065 as amended by section 1 of Ordinance 1083 as amended by section 1 of Ordinance 1173 as amended by section 1 of Ordinance No. 1220-A as amended by section 2 of Ordinance No. 1246 as amended by section 1 of Ordinance No. 1368 as amended by section 1 of Ordinance No. 1437 as amended by section 1 of Ordinance 1496 are each amended to read as follows:

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Service charge established for surface water service.

There is established a system of service charges for surface water drainage service against all developed properties in the ~~city~~City.

(1) Monthly surface water utility rates shall be established on the basis of whether the developed property is used for a single-family unit, multifamily units, commercial properties, or nonprofit properties. Rates for all other surface water goods and services shall be established by executive order of the ~~city~~City manager and published at the office of the planning, building, and public works department.

(2) The rates for surface water drainage service shall be as reflected on Appendix "A" attached to the ~~ordinance~~Ordinance codified in this section, which is incorporated herein by this reference. The baseline rates contained in Appendix "A" shall take effect January 1, 2009~~14~~. Effective January 1, 2015~~0~~ and January 1st of each succeeding year thereafter, rates for surface water drainage service shall be established by, first, taking the rate service charge for the previous year (this figure is hereinafter referenced as the "base sum"); second, multiplying the base sum by a combination index of the Engineering News Record (ENR) Construction Cost Index (CCI) for the ~~city~~City of Seattle on March 31st of the current year and the Seattle Consumer Price Index (CPI-Urban Consumers), as measured for the 12-month period ending in June of the previous year as published by the U.S. Bureau of Labor and Statistics. The applicable index shall be calculated for the

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upcoming year as 30 percent of the ENR CCI for Seattle plus 70 percent of the Seattle CPI; and, third, adding the results to the base sum. Beginning January 1, 2010, and on January 1st of each succeeding year, the rates shall be established by applying updated CCI, CPI, and the end figures in like manner to the rates of the previous year. Beginning January 1, 2011, and on each succeeding year, should the combined CCI/CPI inflation index as calculated above be less than zero, then the base sum shall remain the same as the previous year.

___(3) The monthly surface water service charge as applied to new development activity resulting in 500 square feet or more impervious area shall become effective on the date the land was cleared, graded or modified for the development as documented by the ~~public works director~~Planning, Building and Public Works Director. For new subdivisions, the effective date shall be approval date of the plat.

Sec. 5. DMMC 11.12.060 and section 6 of Ordinance No. 860 as amended by section 2 of Ordinance No. 1187 as amended by section 1 of Ordinance No. 1230 are each amended to read as follows:

Service charges for private streets.

The monthly service charge for private streets shall be computed on the same basis as commercial property, ~~except that the number of equivalent billing units derived therefrom shall be multiplied by 0.30 in computing the overall service charge. Where private streets are in single ownership, the owner shall be responsible for all charges.~~ Where private streets are not in single ownership, but subject to a maintenance

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agreement, residential properties served by the private street shall be billed equally on a pro rata basis.

Sec. 6. DMMC 11.12.080 and section 8 of Ordinance No. 860 as amended by section 3 of Ordinance No. 1083 as amended by section 3 of Ordinance No. 1211 are each amended to read as follows:

Rate adjustments.

(1) Any person billed for service charges may file a "Request for Rate Adjustment" with the surface water management division within three years of the date from which the bill was sent. However, filing of such a request does not extend the period for payment of the charge.

(2) Requests for rate adjustment may be granted or approved only when the ~~public—works~~ director Planning, Building and Public Works Director determines that one or more of the following conditions exist:

(a) The rate or service charge bill was not calculated in accordance with the terms of this chapter or the amount charged is in error;

(b) The request is for a private street or a non-single family residential parcel, which includes a constructed or natural on-site storm water mitigation facility that meets all of the following conditions:

(i) The constructed or natural facility provides storm or storm water detention, retention, water quality treatment, and/or conveyance; and,

(ii) The ~~director~~ Planning, Building and Public Works Director has determined that the

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property owner is capable of maintaining and operating the facility; and,

(iii) The facility is maintained by the property owner to the City's design specifications; and,

(iv) The facility is available for inspection by the City; and,

(v) Excess capacity, if not used by the property owner, is accessible and available for other related public purposes; and

(vi) The rate adjustment is revocable under conditions where the facility no longer operates at the design level established during the drainage plan review/approval process.

(3) The property owner shall have the burden of proving that the rate adjustment sought should be granted.

(4) Decisions on requests for rate adjustments shall be made by the ~~director~~Planning, Building and Public Works Director based on information submitted by the applicant and by the division within 30 days of the adjustment request except when additional information is needed. The applicant shall be notified in writing of the ~~director~~Planning, Building and Public Works Director's decision. If an adjustment is granted which reduces the charge for the current year or two prior years, the applicant shall be refunded the amount overpaid in the current and two prior years.

(5) Rate adjustments granted for on-site mitigation as set forth in DMMC 11.12.080(2)(b)

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shall not exceed 30% of the unadjusted service charge: 14% of the unadjusted service charge for full water quality mitigation and 16% of the unadjusted service charge for full water quantity mitigation. The percentage of the rate adjustment to be granted up to the maximum amount will be the percentage achievement of on-site facilities against current development requirements as determined by the ~~director~~Planning, Building and Public Works Director.

(6) If the ~~director~~Planning, Building and Public Works Director finds that a service charge bill has been undercharged, then either an amended bill shall be issued which reflects the increase in the service charge or the undercharged amount will be added to the next year's bill. This amended bill shall be due and payable under the provisions set forth in DMMC 11.12.020. The ~~director~~Planning, Building and Public Works Director may include in the bill the amount undercharged for two previous billing years in addition to the current bill.

Sec. 7. Codification. Sections 1 and 2 of this Ordinance shall be codified as new sections in chapter 11.12 DMMC.

Sec. 8. 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.

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Sec.9. Effective date. This Ordinance shall take effect and be in full force five (5) days after its passage and approval in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____th day of ____, 2013 and signed in authentication thereof this ____th day of ____, 2013.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published:

Appendix "A"Draft Ordinance No. 13-123 (Alternate A)

Effective January 1, 2014, the following baseline rates shall be charged for goods and services provided by the utility for the City of Des Moines:

(1) Single-family Developed Properties.

(a) The monthly service charge for all single-family developed properties with impervious surface area between 500 square feet and 2,800 square feet on the property are charged \$10.82.

(b) The monthly service charge for single-family developed properties with impervious surface area between 2,800 square feet and 4,350 square feet on the property are charged \$14.24.

(c) The monthly service charge for single-family developed properties with impervious surface area between 4,350 square feet and 7,500 square feet on the property are charged \$20.31.

(d) The monthly service charge for single-family properties with impervious surface area greater than 7,500 square feet on the property is computed in accordance with the following formula:

$$\begin{array}{rcl} \text{Monthly Service} & & \$14.24 \times \text{Square Footage of} \\ \text{Charge} = & & \text{Impervious Area} \\ & & \hline & & 3,450 \text{ sq. ft.} \end{array}$$

(2) Multi-family Properties. The monthly service charge for all multi-family properties is based on the impervious surface area on the property in accordance with the following formula:

$$\begin{array}{rcl} \text{Monthly Service} & & \$14.24 \times \text{Square Footage of} \\ \text{Charge} = & & \text{Impervious Area} \\ & & \hline & & 3,450 \text{ sq. ft.} \end{array}$$

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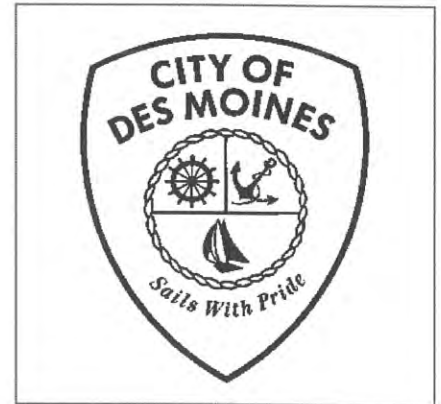
(3) Commercial Properties. The monthly service charge for all commercial properties is based on the impervious surface area on the property in accordance with the following formula:

$$\begin{array}{rcl} \text{Monthly Service} & & \$14.24 \times \text{Square Footage of} \\ \text{Charge} = & & \text{Impervious Area} \\ & & \hline & & 3,450 \text{ sq. ft.} \end{array}$$

(4) Nonprofit Properties. The monthly service charge for all nonprofit properties is based on the impervious surface area on the property in accordance with the following formula:

$$\begin{array}{rcl} \text{Monthly Service} & & \$14.24 \times \text{Square Footage of} \\ \text{Charge} = & & \text{Impervious Area} \\ & & \hline & & 3,450 \text{ sq. ft.} \end{array}$$

City of Des Moines
Stormwater Utility



Draft Report for
STORMWATER RATE
STRUCTURE STUDY

July 2013

FCS GROUP

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Redmond, WA 98052
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This entire report is made of readily recyclable materials, including the bronze wire binding and the front and back cover, which are made from post-consumer recycled plastic bottles.

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SECTION I: INTRODUCTION

In October 2012, the City of Des Moines (City) engaged FCS GROUP to perform a comprehensive stormwater rate structure study. The City asked FCS GROUP to evaluate its existing stormwater rate structure, provide policy recommendations, and develop new rates in a revenue neutral manner. The study scope did not include a revenue requirement analysis for the utility.

The revenue requirement is defined as the total amount of rate revenue needed to meet an enterprise's financial obligations, including capital, operating, and policy driven commitments.

The rate structure study included an evaluation, based on available engineering and customer information, of "who should pay" in order to equitably recover adequate revenues. If the revenue requirement analysis determines the size of the pie, the rate structure study determines how you slice it among customer classes. The results of the study are revenue neutral rate alternatives that equitably charge utility customers based on the unique demands of their class.

A. STUDY ELEMENTS

The major scope elements of the study included:

- ♦ Participating in a project kickoff meeting with City staff and identifying the list of key policy questions to address in establishing a policy framework,
- ♦ Analyzing each issue with a brief issue paper that defines the issue, presents alternative solutions (including industry standards and comparable utility practices, if applicable), and recommends a course of action,
- ♦ Developing technical analyses and designing rates by guiding City staff in their equivalent billing unit (EBU) recalculation effort, and incorporating policy direction,
- ♦ Preparing for and participating in review meetings with City staff to evaluate draft results, and presenting study findings to the City Council and Council sub-committees, and
- ♦ Documenting study assumptions, analyses, and results in a study report.

B. STUDY PROCESS

The methods used to complete our work are based on analytical principals that are generally accepted and widely followed throughout the utility rate consulting industry, e.g. that rates must recover stormwater program costs without undue discrimination toward or against any customer or class of customer.

The study process involved several planned as well as requested ad hoc iterations of data analyses and the development of scenarios for cost-of service analyses and rate structure alternatives. Several meetings were held with City staff to validate input parameters, review interim findings, identify new or missing information and data, and receive policy direction. In addition, draft study findings and alternative policy considerations and their potential impacts were presented to the Council Public

Works Committee at several meetings to obtain their input and feedback on key policy choices, and study results were presented to the City Council.

C. REPORT ORGANIZATION

The following sections provide an overview of the policy recommendations, major analytical methods employed by FCS GROUP to complete this work, and well as study findings and recommendations. The remainder of this report provides separate sections for Existing Rate Structure and Policy Recommendations (Section 2); Cost of Service Analysis (Section 3); and Proposed Rates (Section 4). The issue papers developed as part of the policy evaluation and recommendations, spreadsheet model outputs, and presentation materials are provided at the end of the report in Appendices I, II, and III.

SECTION II: EXISTING RATE STRUCTURE & POLICY RECOMMENDATIONS

A. EXISTING RATE STRUCTURE

The City's stormwater rate is applied on a "per equivalent billing unit (EBU)" basis. A single family residential customer is considered one EBU. The number of EBUs for other customers is calculated based on the amount of impervious surface area present on the parcel using the assumption that one ERU is 2,400 sq. ft. of impervious surface area.

The monthly stormwater rate consists of two components: one for water quantity and one for water quality. The water quality portion of the rate is currently \$2.56 a month, while the water quantity portion is \$9.64 a month. Single family homes are charged the total \$12.20 per month. Commercial properties are charged for both components based on measured impervious square footage divided by the EBU value of 2,400 square feet of impervious surface area. Multi-family customers are charged for water quality on a per dwelling unit basis and for water quantity based on measured impervious area the same as the commercial rate.

Low-income elderly or disabled customers receive a 30% rate discount. Private streets receive a 70% rate discount. The City does not offer any other rate credits or discounts to customers. The City public streets are exempt from the rate.

B. POLICY RECOMMENDATIONS

To establish a policy framework for the technical analysis, FCS GROUP prepared five (5) issue papers on specific stormwater rate related topics for discussion with the City. The following topics were addressed:

- ♦ Stormwater Rate Structure
- ♦ Stormwater Fees for Private Streets
- ♦ Stormwater Rate Credits
- ♦ Stormwater Multi-family Rates
- ♦ Stormwater Public Institution Rates

Each issue paper defined and analyzed the specific issue being considered, presented alternative solutions (including industry standards and comparable utility practices, if applicable), and recommended (for discussion) a course of action. The issue papers are provided in **Appendix I**. The recommendations presented in these issue papers are summarized below.

B.1 Stormwater Rates & Treatment of Specific Customer Classes

Regarding the stormwater rates and treatment of specific customer classes such as multifamily residential customers, private streets, and public institutions, we recommended that the City

- ♦ maintain its current stormwater rate structure basis of impervious surface area, with single family residential customers defined as one EBU and non-SFR customer charges based on the actual measured impervious surface area per parcel,
- ♦ consider a tiered structure for SFR customers,
- ♦ measure the impervious surface area of a sample of single family residential homes, and update equivalent billing unit value,
- ♦ charge its multifamily residential customers similar to commercial customers -- based on a impervious surface area both for water quality and water quantity rate components, and eliminate the current per dwelling unit water quality rates,
- ♦ charge public property the same as any other customers. (Credits, as we have laid out in Issue Paper #3 and summarized below, would also apply to all customer types, including schools).
- ♦ continue exempting public streets from the stormwater rates as they are considered a key part of the stormwater conveyance system, and
- ♦ charge private streets as non-residential property, discounting the rate only to offset qualifying mitigation.

B.2 Stormwater Rate Credits

The following recommendations assume that properties subject to stormwater rate credits would be meeting or exceeding the City's development requirements, hence allowing the City to delay capital projects. As a result, the utility would be able to reduce its capital as well as operating costs by as a result of qualifying on-site mitigation. Credits would be based on site-specific evaluations, and would be available only up to a maximum credit amount determined by examining program component fixed and variable costs. The following guidelines may be used for site-specific evaluations.

B.2.a Quantity Credits

- ♦ Infiltration:
 - A full credit for the quantity-related portion of the utility should bill be granted to customers that have capacity to infiltrate the current design storm size.
 - A minimal quantity credit should be offered to customers with less infiltration capacity than for the design storm size.
- ♦ Detention facilities:
 - Customers that are able to detain to current standards should receive a quantity-related credit that is less than a full credit for this portion of the bill.
 - Customers with less detention capacity than for the design storm size should receive a minimal credit for the quantity component of the bill.
- ♦ Development methods which incorporate features that mitigate stormwater runoff such as low impact development, green building, rainwater harvesting:
 - Quantity-related mitigation should be eligible for a minimal credit against the quantity rate component.
 - When paired with detention facilities sized for the design storm, customers should receive a full credit against the quantity rate component.

No credit or adjustment should be granted to customers without meaningful quantity mitigation capability.

B.1.b Quality Credits

- * A full credit for the quality-related portion of the utility bill should only be granted to customers that provide on-site quality mitigation and source controls that meet current standards.
- * A minimal credit to the quality portion of the stormwater utility bill should be provided to customers that, while not meeting current requirements, do maintain a basic treatment capacity on-site and/or implement some source control measures.

No credit should be granted to customers that have no on-site quality controls or provide only nominal quality mitigation

B.1.c Other Credits

Customers with individual NPDES stormwater permits should be eligible for the same rate credits as any other non-residential customer. No dedicated credit for simply possessing a permit should be established.

SECTION III: COST OF SERVICE ANALYSIS

The cost of service analysis is intended to provide the analytical basis for equitably recovering the forecasted revenue requirement from classes of customers according to their use of the system. The analysis typically involves a two-step process. First, capital and O&M costs are allocated to functional categories. Second, based on customer class characteristics derived from utility billing system data (such as number of customers, equivalent billing units, customers that provide on-site mitigation measures, etc.), these functionally allocated costs are distributed to the customer classes.

Typically, a cost of service analysis is not required for establishing stormwater utility rates. However, a cost of service analysis provides an analytical basis for determining cost savings from on-site mitigation measures, and hence, establishing rate credits based on estimated cost savings. This provides for recovering stormwater utility costs from customers more equitably and fairly.

Cost of service allocations are made for a “test year” considered representative of the period in which proposed rates are expected to be in effect. For this study, the allocation of functional costs is based on the 2013 budget, and 2013 was used as the test year for designing rates. As mentioned earlier, rates are developed in a revenue neutral manner for this study.

A. FUNCTIONAL ALLOCATION

The functional categories used for allocating the costs of the stormwater utility are:

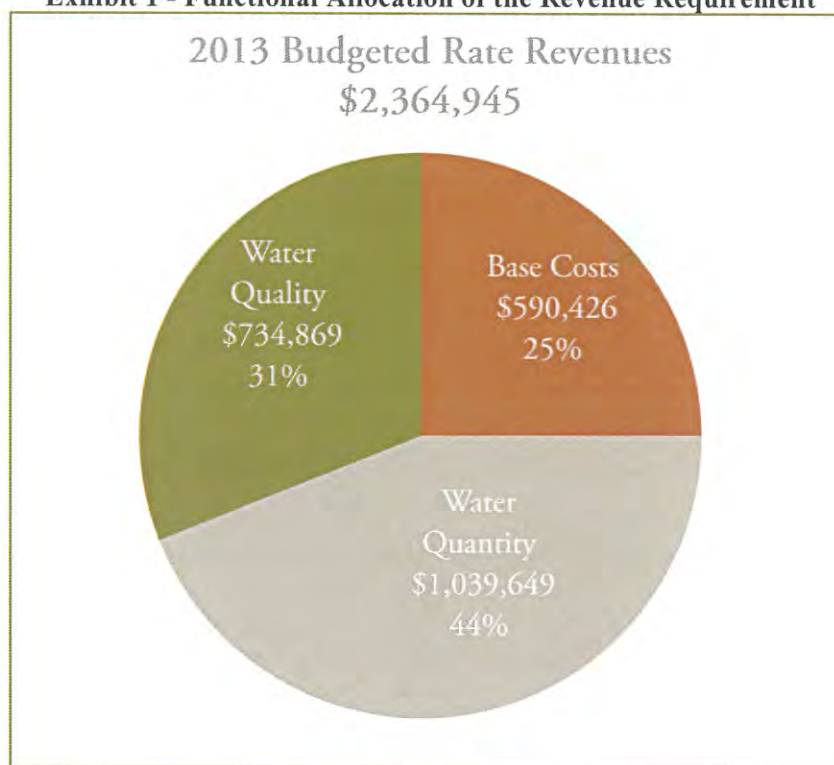
- ♦ **Base Costs:** Those costs that are not affected by on-site stormwater mitigation measures. These costs are born by the utility regardless of the quantity and quality of stormwater runoff; they should be shared by all utility ratepayers.
- ♦ **Use Costs:** Those costs that are affected by on-site mitigation. If a customer provides (and operates) on-site mitigation, and therefore reduces utility costs, then that customer should be given the rate credit. Use costs are comprised of two components:
 - **Water quality** related costs are those costs that are born by the utility to manage non-source water pollution of stormwater runoff, and
 - **Water quantity** related costs are those cost that are incurred by the utility to manage amount of stormwater runoff.

The cost of service analysis simply allocates the utility’s annual revenue requirement to these functional categories. The utility’s budgeted rate revenues for 2013 are \$2,364,945. This amount is allocated to functional cost categories as follows:

- ♦ The utility’s budgeted 2013 operating and maintenance costs are allocated based on a detailed review of line items, such as salaries, office and operating supplies, and materials and services, etc., and assigned to functions based on assumed cost causation.
- ♦ Other operating income (non-rate revenues, interest earnings), transfers to capital fund and/or capital expenditures, and net cash flow from operations are allocated as all other.

Exhibit 1 provides a summary of the functional cost allocation results.

Exhibit 1 - Functional Allocation of the Revenue Requirement



Water quality and water quantity components are further broken down into two sub-categories; direct costs and indirect cost. **Direct costs** are those costs that are directly benefit utility customers or impacted by on-site mitigation measures such as maintenance of stormwater detention facilities, cleaning of culverts, etc. On the other hand, **indirect costs** are those costs that are part of the water quality and/or water quantity related programs, yet they do not directly impact customers or being impacted by on-site mitigation measures such as public outreach and education costs.

Exhibit 2 provides a more detailed breakdown of the utility's 2013 revenue requirement.

Exhibit 2 – 2013 Revenue Requirement by Functional Cost Components

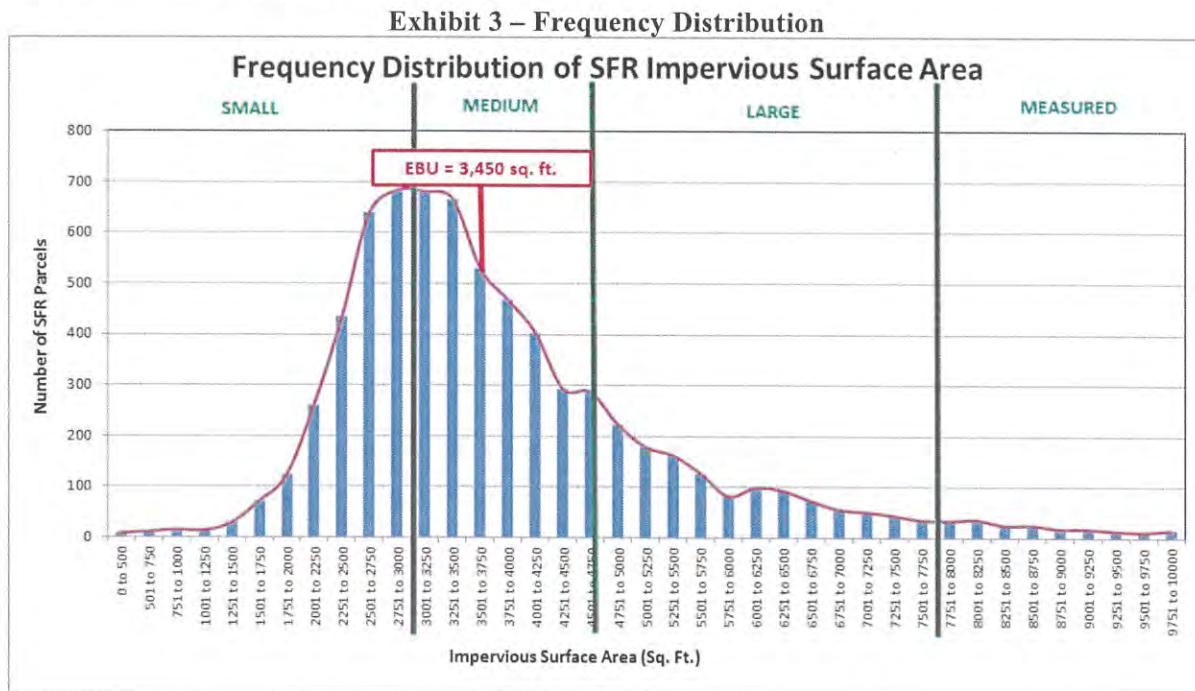
Functional Allocation of 2013 Revenue Requirements	Base	Water Quality		Water Quantity		Total
		Direct	Indirect	Direct	Indirect	
Revenue Requirements	\$ 590,426	\$ 320,943	\$ 413,927	\$ 369,874	\$ 669,775	\$2,364,945

B. CUSTOMER BASE AND CUSTOMER ALLOCATION

B.1 Updating the EBU definition value

As explained above, the City's existing rates are based on the assumption that the average impervious surface area of single family residences is 2,400 sq. ft. -- thought to no longer reflect the actual average for City SFRs. If 2,400 is in fact low, leaving the EBU unadjusted would mean that non-single family residential customers would pay more than their fair share and single family residential customers would be subsidized. By employing GIS analysis techniques and a work plan provided by FCS GROUP, City staff measured the impervious surface area for all single family residences within the City.

Exhibit 3 provides the frequency distribution of single family residential parcels' impervious surface area measurements that are less than 10,000 square feet.



As can be seen from Exhibit 3, the impervious surface area of single family residential parcels varies significantly. For the purpose of developing a tiered rate option, single family residential customers were divided into four categories. These categories were as follows:

- ♦ **Small:** This category accounted for the first quartile of single family residential customers that were in the first three categories (i.e. small, medium, and large), and included parcels with up to 2,800 square feet of impervious surface area. Average impervious surface area within this category is calculated to be approximately 2,341 square feet, and it is rounded to 2,350 square feet for EBU calculation purposes.
- ♦ **Medium:** This category accounted for the middle two quartiles of single family residential customers that were in the first three categories, and included parcels with impervious surface area greater than 2,800 and less than 4,350 square feet. Average impervious surface area within this category is calculated to be approximately 3,471 square feet, and it is rounded to 3,450 square feet for EBU calculation purposes.
- ♦ **Large:** This category accounted for the largest quartile of single family residential customers that were in the first three categories, and included parcels with greater than 4,350 and less than 7,500 square feet of impervious surface area. Average impervious surface area within this category is calculated to be approximately 5,402 square feet, and it is rounded to 5,400 square feet for EBU calculation purposes.
- ♦ **Extra Large:** Single family residential parcels that have larger than 7,500 square feet of impervious surface area are placed into this category, to be treated the same as commercial customers. In other words, single family residential customers that fall into this category are charged based on actual measured impervious surface area rather than unitized EBU values.

One EBU is set equal to the average impervious surface area of the medium category, or 3,450 square feet. EBU values for small and large single family residential categories are determined relative to each category's rounded average prorated by the new EBU definition. As a result, a small single family residential customer is estimated to have 0.68 EBU, while a large single family residential customer is estimated to have 1.57 EBUs. Based on the new EBU definition, the number of EBUs for each non-single family residential customers were re-calculated.

A summary of the customer characteristics of each single family residential customer category is provided in **Exhibit 4**.

Exhibit 4 – Single Family Residential Customer Categories

Tier Classifications & Tresholds	No of Customers	% Shares	Avg. ISA
Small (0 to 2,800 sq. ft.)	1,739	25.5%	2,341
Medium (2,800 to 4,350 sq. ft.)	3,408	50.1%	3,471
Large (4,350 to 7,500 sq. ft.)	1,660	24.4%	5,402
subtotal	6,807	100.0%	3,653
Measured (> 7,500 sq. ft.)	440		
TOTAL	7,247		

Equivalent Billing Unit Conversions			
Small (0 to 2,800 sq. ft.)	2,350 / 3,450 =	0.68	EBU
Medium (2,800 to 4,350 sq. ft.)	3,450 / 3,450 =	1.00	EBU
Large (4,350 to 7,500 sq. ft.)	5,400 / 3,450 =	1.57	EBU

It should be noted that the impervious surface area measurements include the area of associated private streets. Under this approach, private streets without qualifying mitigation would be charged like other developed property.

B.2 Customer Allocation

Customer allocation of functional costs basically establishes stormwater rates and credits. When considering how to charge, or credit, different types of customers, it is important to remember that the level of a customer's charge must somewhat relate to that customer's share of the utility's costs. In terms of equity and legal defensibility, it is important to recognize the significance of that type of relationship when defining exemption or credit policies because such policies could potentially move a utility away from the rational linkage between service delivered and the amount of the fee.

The cost of service analysis explicitly provides for (1) situations under which a rate credit would be implemented and (2) the amount of credit.

After allocating utility costs to functional categories, each functional cost pool is allocated to each customer class in a manner that reflects each group's use of or demands on the stormwater system.

- Base costs were allocated to all customers,
- Indirect water quality and water quantity costs were allocated to all customers, and
- Direct water quality and water quantity costs were allocated to customers without qualifying on-site mitigation.

SECTION IV: PROPOSED RATES

Designing rates for a stormwater utility is a straightforward exercise. The results of customer cost allocation are the unit cost for each functional category. By dividing functional costs to number of customers that benefit from related function, building blocks of stormwater rates are calculated. The sum of unit costs for the services received further divided by 12 results in the monthly stormwater rate for each customer class.

The proposed rates are provided in **Exhibit 5**.

Exhibit 5 - Proposed Stormwater Rate Structure

Rate Design	Base	Water Quality		Water Quantity		Total
		Direct	Indirect	Direct	Indirect	
Revenue Requirements	\$ 590,426	\$ 320,943	\$ 413,927	\$ 369,874	\$ 669,775	\$ 2,364,945
Weighted Number of EBUs [a]	14,311	13,752	14,311	13,752	14,311	
Monthly Rates per EBU	\$ 3.44	\$ 1.94	\$ 2.41	\$ 2.24	\$ 3.90	\$ 13.93
Single Family Residential Customers						
Small (0.68 EBU)	\$ 3.44	\$ 1.32	\$ 1.64	\$ 1.53	\$ 2.66	\$ 10.59
Medium (1 EBU)	\$ 3.44	\$ 1.94	\$ 2.41	\$ 2.24	\$ 3.90	\$ 13.93
Large (1.57 EBU)	\$ 3.44	\$ 3.04	\$ 3.77	\$ 3.51	\$ 6.10	\$ 19.87
Discounted Rate for On-site Mitigation (per EBU)						
With Full Credit	\$ 3.44	\$ -	\$ 2.41	\$ -	\$ 3.90	\$ 9.75
With Partial Credit [b]	\$ 3.44	\$ 0.97	\$ 2.41	\$ 1.12	\$ 3.90	\$ 11.84

[a] Assumes 5% of non-single family residential customers would benefit from full discount, and 10% of non-single family residential customers would benefit from partial discount.

[b] Assumes partial credit amount is 50% of direct water quality and water quantity costs.

The resulting monthly rate per EBU is calculated to be \$13.93. A medium SFR parcel would pay this amount on a monthly basis. As explained earlier a small SFR parcel is assigned 0.68 EBU; therefore, these customers would pay 68% of the calculated monthly rate, or \$10.50 per parcel per month. Similarly a large SRF customer is assigned 1.57 EBUs; therefore, these customers would pay 157% of the calculated monthly rate, or \$19.87 per parcel per month. All other customers, including extra large SRF customers (i.e. parcels with greater than 7,500 sq. ft. impervious surface area), will pay the estimated monthly rate per EBU times the number of EBUs they have.

If a customer provides (and maintains) qualifying on-site mitigation, and therefore reduces utility costs, then that customer may be granted a rate credit composed of water quality and/or water quantity "use" costs. This reflects the utility's cost savings as a result of on-site mitigation measures. Credits for on-site mitigation measures would be available only for qualifying non-single family residential customers and qualifying private streets. The maximum rate credit for on-site mitigation is the sum of direct water quality component (i.e. \$1.94 per EBU per month) and the direct water quantity component (i.e. \$2.24 per EBU per month). In other words, a customer that qualifies for the maximum credit amount would pay \$9.75 per EBU per month. The amount of credit up to the maximum for each qualifying customer will be dependent on site-specific analysis by City staff.

We recommend the City regularly inspect for proper maintenance of on-site facilities, and require periodic renewal / application process for rate credits.

TECHNICAL APPENDICES

APPENDIX I: ISSUE PAPERS



Issue Paper #1: Stormwater Rate Structure February 1, 2013

Issue:

The City of Des Moines stormwater utility rate is currently based on impervious surface area with two rate components: water quantity and water quality. Single family homes are charged a flat rate for both components based on an assumed average of 2,400 square feet of impervious surface area, commercial properties are charged a variable rate for both components based on actual impervious square footage divided by one Equivalent Billing Unit (EBU; equal to 2,400 square feet of impervious surface area), and multi-family customers are charged a flat rate for water quality on a per dwelling unit basis and a variable rate for water quantity based on actual impervious area that is calculated the same as the commercial rate.

The City has requested an evaluation to determine if the current rate structure continues to be the most appropriate for purposes of rate equity and administration. City staff indicated that newer single family homes are much larger now, and it might be reasonable to reevaluate the EBU size to ensure it remains accurate.

Alternatives:

There are a number of rate structures which can fulfill the need for an appropriate and equitable stormwater rate.

♦ **Impervious surface area.** The most common basis for charging stormwater fees is impervious surface area (ISA). The term refers to hard surface area that prevents or slows water permeation into the ground. Impervious surface area is widely accepted as an appropriate measure of a property's contribution of runoff, providing a clear relationship, or "rational nexus," to service received from a stormwater program. This has been the basis of charging since the inception of the City's stormwater utility.

Rate structures based on impervious surface area require per-parcel data quantifying the applicable impervious surface area. Similar to the approach adopted by the City, stormwater utilities typically develop a uniform rate for single family residential (SFR) customers based on an estimated average amount of ISA per residential parcel to minimize administrative and data collection costs. The charge basis for all other customer types (non-SFR) is generally actual measured impervious surface area by parcel. The charge itself is most commonly calculated as a dollar amount per unit of impervious surface area, or EBU in the City's case. For the City, one impervious unit is 2,400 square feet of

ISA, with all single family residences charged for one EBU.

Note that, under this structure, while all non-SFR impervious surface area is accounted for in the monthly rate, all single family residential developments are typically assessed the same monthly fee. In so doing, in essence, some (smaller) homes are charged for impervious area that they do not have, and other (larger) homes are not charged for impervious area that they do have. This has been thought to be a worthwhile tradeoff for the added administrative burden of distinguishing among single family residences.

- ◆ **Density of development.** An alternative measurement of runoff contribution, known as density of development, can also be used. The term refers to density factors that can be applied to parcel size. Density factors may also be used in combination with actual ISA measurements to adjust charges depending on the percentage of the parcel covered by hard surface. As an adjusting factor, it is used to acknowledge that, for example, 3,000 square feet of impervious surface on a 5,000 square foot lot more directly impacts the public system than 3,000 square feet of hard surface on a one-acre lot. As with impervious surface area, density of development is an appropriate charge basis because it adequately quantifies the relationship between the rate paid and the amount of service received.
- ◆ **Runoff coefficients.** Yet another measurement of a property's contribution to stormwater impacts is the runoff coefficient. The factor is similar to density of development, but it is more closely associated with the physical characteristics of properties. When applied to lot size, runoff coefficients are generally accepted as a measure of stormwater contribution and hence, service received. Information required to charge under this basis includes basic physical characteristics of land (such as slope and soil type), land use, and lot size. Under this approach, undeveloped parcels may also be charged depending upon slope variables and soil characteristics. Runoff coefficients are typically charged either as a fee per unit of area or as an adjustment factor to impervious surface area to modify the final charge based on a parcel's runoff characteristics. In measuring contribution to stormwater runoff by evaluating property-specific characteristics that cause impacts, this approach rationally recovers the costs of several aspects of the stormwater program.
- ◆ **Land use.** Another basis that can be used to develop rates is land use. Using this fee approach, runoff characteristics are linked to types of land use. For example, empirical analysis may find that industrial land use has a more significant contribution to water quality problems from stormwater runoff than undeveloped land and therefore, should be charged a proportionately higher rate for its share of program costs.
- ◆ **Trip generation.** While the fee structures discussed above focus on

runoff contribution, trip generation as a fee basis attempts to relate automobile traffic to non-point source pollution contributed by properties. Data used to measure traffic is available from the Institute of Transportation Engineers' Trip Generation manual, which assigns a number of daily trips generated by specific categories of land use. In addition to this information, customer land uses and lot size would be required to accurately calculate rates. This fee approach would be best used to recover the costs of water quality activities within the stormwater program.

Analysis:

A rate may be found legally valid if the funded services generally benefit those who pay the fee. There need not be a property-specific link between the fee paid and level of service delivered. In fact, case law (*Teter v. Clark County*) has supported that a reasonable effort must be made to link services delivered to fees charged, but that the linkage need only be indirect.

Throughout the United States, impervious surface area is a widely accepted measure of contribution of runoff, providing the basis for stormwater rates in most utilities. Additionally, the "functional" nexus between impervious surface area, contribution of runoff, and increased flooding, water quality degradation, and damage to habitat is "scientifically" strong and supportable.

The following selection from *Stormwater Strategies: Community Responses to Runoff Pollution* describes this nexus clearly:

"The problem of polluted stormwater runoff has two main components: the increased volume and rate of runoff from impervious surfaces and the concentration of pollutants in the runoff. Both components are highly related to development in urban and urbanizing areas. When impervious cover (roads, highways, parking lots, and rooftops) reaches 10 and 20 percent of the area of a watershed, ecological stress becomes clearly apparent. Everyday activities, including driving and maintaining vehicles, maintaining lawns and parks, disposing of waste, and even walking pets, often cover these impervious surfaces with a coating of various harmful materials. Construction sites, power plants, failed septic systems, illegal discharges, and improper sewer connections also contribute substantial amounts of pollutants to runoff. Sediments, toxic metal particles, pesticides and fertilizers, oil and grease, pathogens, excess nutrients, and trash are common stormwater pollutants. Many of these constituents end up on roads and parking lots during dry weather only to be washed into waterbodies when it rains or when snow melts.

Together, these pollutants and the increased velocity and volume of runoff cause dramatic changes in hydrology and water quality that result in a variety of problems. These include increased flooding, stream channel degradation, habitat loss, changes in water temperature, contamination of water resources, and increased erosion and sedimentation. These changes affect ecosystem functions, biological diversity, public health, recreation, economic activity, and general community well-being. Urban stormwater is not alone in causing these impacts. Industrial and agricultural runoff are equal or greater contributors. But the environmental, aesthetic, and public health impacts of diffuse pollution will not be eliminated until urban stormwater pollution is controlled."¹

¹ Peter H. Lehner, George P. Aponte Clarke, Diane M. Cameron, and Andrew G. Frank, *Stormwater Strategies Community Responses to Runoff Pollution* (Natural Resources Defense Council, May 1999), xi.

In addition to increasing the deposition of pollutants, supporting scientific research shows that the impervious surface area in even moderately developed areas greatly increases peak flows to streams, while decreasing base flows. The higher peak flows cause flooding and erosion, increasing sediment deposition and damage to aquatic habitat. The lower base flows can also damage habitat.

So, the impervious surface area rate basis is widely supported and accepted. That is not to say, however, that the method with which it has been typically applied does not warrant examination.

For example, it may be beneficial to create individual distinctions or size classes for single family residential customers in those cases where there is a wide range in the amount of ISA on single family parcels.

Additionally, an ISA-based rate structure can also be enhanced by incorporating density of development – as the City does for non-SFR customers – based on the fact that more intense development more directly impacts the public stormwater system.

The runoff coefficient approach is more difficult to administer than an ISA-based charge, would require a relatively extensive data collection effort on the part of the City, and is less defensible as a fee basis, because it incorporates physical land characteristics over which the property owner has little or no control.

A land use based approach, while administratively simple compared to an ISA-based approach, is typically used only when property-specific ISA information is unavailable. Finally, trip generation, while supportable for water quality-related functions, provides little if any advantage over impervious surface area at greater administrative effort and associated cost.

Recommendation: We recommend that the City maintain its current stormwater rate structure that is based on impervious surface area, with single family residential customers defined as one EBU and non-SFR customer charges based on the actual measured impervious surface area per parcel. We also recommend that the City charge its multifamily residential customers - similar to commercial customers - based on a impervious surface area both for water quality and water quantity rate components, and eliminate the current per dwelling unit water quality rates. Please note that, at the request of City staff, a separate issue paper has been prepared discussing multifamily residential rates and recommended charges in more detail. An impervious-based rate structure defines a linkage between a parcel's contribution of runoff impacting the system infrastructure and the fee that parcel pays. The fee basis creates a standard of charging that quantifies how different amounts of impervious surface area cause proportionately different impacts on the environment in terms of flooding, water quality, and habitat degradation. By recognizing that relationship, the fee structure basis proportionately charges different customers their share of the system's cost burden and provides an equitable, defensible means of cost

recovery for stormwater management. This proportionality is strengthened with the addition of a tiered residential rate, however preliminary data suggests that the impact to the stormwater rate may not be sufficient to justify the expense of generating home-by-home ISA data.

Finally, we recommend that the City account for the updated average ISA per SFR home since utility inception. This could be accomplished either through an updated equivalent billing unit value or by increasing the assumed number of EBUs for single family residences. We have attached directions for sampling and measuring the average impervious surface area of single family residences that we would recommend.

CITY OF DES MOINES

COMPREHENSIVE STORMWATER RATE STRUCTURE STUDY

MEASURING THE AVERAGE IMPERVIOUS SURFACE AREA OF SINGLE FAMILY RESIDENCES

By employing GIS analysis techniques, the City can determine the average impervious surface area for single family residences and establish its equivalent service unit (EBU) definition. Based on the new EBU definition, the number of EBUs for each non-single family residential customer could be subsequently calculated.

To assist the City in determining the average impervious surface area for single family residences, FCS GROUP has developed the following preliminary work plan.

Proposed Approach

1. Segregate single-family residential (SFR) and non-SFR (all other) accounts in the selected billing list.
2. Number single-family residential accounts sequentially in an unused field, starting with the number 1. For example, assuming there are 7,000 single family parcels, number these parcels 1 through 7,000 in their existing order, *regardless of any other recorded numbering system*, e.g., assessor parcels number or location identification number. These numbered parcels will make up the population from which the sample will be taken.
3. Using random numbers generated in Excel² to identify parcels to be sampled, extract the following information from each sampled parcel and record it on the worksheet provided:
 - Sample number
 - Property address
 - Other common identifier (if applicable)
 - Utility billing account number
4. Continue sampling and recording data until a sample of 126 parcels has been compiled. *Note: Appendix A details the methodology used to determine the recommended sample size.*
5. Using the common parcel identifier and corresponding maps, identify each sampled parcel on the system.
6. Measure impervious surface area on each of the sampled parcels using AutoCAD or ArcView. Record measured impervious surface area on worksheet. Note any anomalies or irregularities on the worksheet, identifying the parcel(s) concerned by the sample number or common identifier.
7. Deliver completed worksheets to FCS GROUP for statistical analysis.

² FCS GROUP can provide the random numbers if desired.

APPENDIX A

SAMPLE SIZE DETERMINATION

Recommended sample sizes were determined in the following manner.

For residential parcels, the sampling program is intended to verify the *average amount of impervious area per dwelling unit* in order to determine the value of an equivalent dwelling unit. In order to state with confidence that the sample is representative of the entire customer class, the sample size is determined by using a standard estimating technique.³ This technique is based on: (1) the maximum probable error *B* we are willing to tolerate, (2) the expected range of responses to the sample, and (3) a desired level of confidence.

A sampling error *B* of 100 square feet was chosen for all residential customer classes because this value yields a manageable sample size, while still providing a reasonably accurate point estimate for the mean.

Assuming we wish to be 90% confident that the sample mean represents the population mean ± 100 square feet, the following formula may be used to determine sample size.

$$n = \frac{1.645 (s)^2}{B^2} ; \text{ where } B = 100, \text{ and } s = \frac{(\text{expected high} - \text{expected low})}{4}$$

If we assume that responses for single-family residences will range between 5,000 and 1,500 square feet of impervious area per unit, this formula yields a sample size of 126 developed single-family parcels.

³ Statistics for Business and Economics; S. Christian Albright; 1987.



Issue Paper #2: Stormwater Fees for Private Streets July 12, 2013 (revised)

Issue:	The City's current practice is to charge private streets for their impervious surface area at 30 percent of the base rate, to recognize their offsetting role in stormwater conveyance. The City currently exempts publicly owned streets from the stormwater fee. The main issue in question - Should the City charge private streets a stormwater fee?
Analysis:	Applicable statute (RCW 35.67.020 and RCW 35.92.020) grants discretion to city legislative bodies in the setting of rates and allowing for the consideration of such factors as differences in the cost and/or character of service provided and capital contributions made to the system. When considering how to charge different types of customers, it is important to remember that a stormwater rate is a fee for service, not a tax. As such, the level of a customer's charge must substantially relate to that customer's proportionate share of the utility's costs. In terms of equity and legal defensibility, it is important to recognize the significance of that type of relationship when defining exemption because such policies could potentially move a utility away from the rational linkage between service delivered and the amount of the fee. When a cost of service approach is used as the basis for fee evaluation, exemptions and credits should only be granted when the characteristics of a parcel or improvements to that property cause runoff to differ when compared to similar parcels. The City's Right-of-Way Construction Standards and Requirements apply to both private and public streets. In comparing the characteristics of the private and public streets it does not appear that the characteristics for stormwater contribution would differ in a significant way. This would indicate they should both be treated in a similar manner. However, the similar treatment of public streets and private streets diverges when considering the following regarding public streets: first, costs and revenues are coming from comparable "public" sources and, second, public streets can be considered part of the stormwater conveyance system. The conveyance system is a network of pipes primarily designed to intercept drainage from paved streets and transport it underground (generally under a roadway) to an open drainage way. Cities often choose to exempt their streets in recognition of the key role they play in this system. It is commonly thought that charging public streets simply transfers money from one City fund to another. Administratively, this may be a valid perception. However, by not charging public property, the City may

not accurately and equitably allocate what can be viewed as an overhead cost borne to support the departments that use stormwater services because of their land holdings. Effectively, utility ratepayers bear the costs of stormwater management provided to other user-supported services or the general public. This is not an issue for private streets.

Private streets do not provide such a system-wide benefit. The streets are owned by private owners, homeowners associations, or management groups that are responsible only for stormwater related to the specific development.

The stormwater fee is collected for the purpose of maintaining the City's public stormwater system. The City's stormwater conveyance system includes much more than storm drains. Ditches, curbs, gutters, culverts and open stream channels all make up the citywide drainage system that conveys stormwater runoff away from structures and sites in a manner that minimizes the potential for flooding and erosion to ALL properties. Customers always benefit from adequate, properly functioning drainage and flood control systems that decrease the likelihood of flooding, erosion, and unlimited pollutants from surface and stormwater runoff. Customers also benefit from the regulation and monitoring of the properties above and around the property. Although, the property may have its own stormwater system that complies with best management practices, these devices are not absolute and pollutants generally still exit a property depending on a number of factors such as the intensity and duration of rainfall. The stormwater runoff is still conveyed to the public drainage system.

It is more common than not that each unit of a development with common property (private streets, common driveways and parking areas) such as townhouse developments, cluster unit developments or condominiums is responsible for the pro rata share of the total impervious surfaces of the common areas of the development.

Alternatives:

Arguably, there might be some alternative ways to address the issue of stormwater fees for private streets, among them, (1) condominiums could be charged on a per dwelling unit basis and (2) both private streets and sidewalks could be exempted.

First, charging condominiums as residential property would require a change to all multi-family properties. The stormwater rates currently charged to multi-family properties in the City are based mainly on impervious surface area, a common industry practice. Most instances where the rate per multi-family dwelling unit is higher than the single-family residential rate are when properties have a large amount of private streets and roadways.

Charging each multi-family unit the same rate as a single-family residential customer would penalize those many multi-family units who have less impervious surface area per unit. This approach would also move away from the relationship of impervious area as an equitable basis for stormwater contribution and instead be a per unit charge for multi-family that is less related to runoff contribution.

Exempting private streets and sidewalks, is perhaps a more problematic approach. The City would require public ownership or access to the private streets and sidewalks; otherwise the exemption could be considered a gifting of public funds – prohibited by law. Any change would have to be offered to all other private streets and sidewalks for consistency. This would result in a loss of revenue for the City that would need to be met through an increase in the rate to other customers.

On the contrary, the City has full access to public streets. Transportation improvement projects on these streets also address storm related elements and issues. The City maintains public streets to their required standards including the street sweeping program, which is not a requirement for private streets. This maintenance can also be considered stormwater conveyance system maintenance that is paid for by City streets.

Recommendation: Public streets should continue to be exempted from the stormwater rates as they are considered a key part of the stormwater conveyance system. Private streets should be charged for measured impervious surface area, as developed non-residential property, and charged a discounted stormwater fee only if they provide qualifying mitigation. Such an approach appropriately captures contribution runoff, and offsetting benefit (if applicable) to determine individual charges to private streets.



Issue Paper #3: Stormwater Rate Credits February 1, 2013

Issue:

City of Des Moines Municipal Code Section 11.12.080 provides for rate adjustments when the amount charged “was not calculated in accordance with the terms of this chapter.” When is it reasonable (or required) to provide additional rate credits / adjustments for stormwater customers who mitigate their stormwater impacts and what is a rational basis for such credits?

RCW 90.03.510 authorizes such credits, stating that:

“Whenever a county, city, town, water-sewer district, or flood control zone district imposes rates or charges to fund storm water control facilities or improvements and the operation and maintenance of such facilities or improvements under RCW 35.67.020, 35.92.020, 36.89.080, 36.94.140, 57.08.005, or 57.08.081, it may provide a credit for the value of storm water control facilities or improvements that a person or entity has installed or located that mitigate or lessen the impact of storm water which otherwise would occur.”

Alternatives:

A review of potential credit bases / approaches reveals a number of alternatives.

- ◆ **On-site retention / detention.** Many residential subdivisions and commercial developments provide on-site retention / detention facilities as a condition of development, often maintaining such facilities as well. There are several ways to structure a potential rate credit for on-site retention / detention, the following among them:
 - ◆ **Performance against current standards.** Rate credits may be structured to reward customers who provide mitigation to current development standards, while offering lesser or no credits for mitigation that does not meet current development standards.
 - ◆ **Current vs. older standards for quantity and quality management.** Quantity and quality standards have increased greatly over the years. The City could offer credits by time of development, in order to reflect the benefit received from customers who help meet this historical change in stormwater management standards.
 - ◆ **Customers covered by NPDES stormwater permits.** In order to protect the quality of receiving waters, the federal Clean Water Act requires a National Pollutant Discharge Elimination System (NPDES) permit for stormwater generated by specific industrial activities. The NPDES permit typically requires performance standards, monitoring,

and additional treatment of runoff generated by permitted industrial activities.

Under the NPDES permitting program, the specific stormwater detention and treatment measures that are required vary from permittee to permittee. Furthermore, industrial sites, which typically are subject to NPDES permitting requirements, are exempt from the program if 100% of their stormwater runoff is detained and treated.

As a result, the fact that a development is subject to NPDES permitting requirements may not tell the whole story regarding the stormwater mitigation measures it must incorporate. In the consideration of granting credits for individual permittees, it is important to remember that the City could instead provide credits for customers providing qualifying on-site mitigation including detention, treatment, and infiltration.

- ◆ **Infiltration.** Impervious surfaces, among other development features, prevent water from infiltrating the soil and replenishing the groundwater supply (if any). Customers that infiltrate their runoff may benefit both the City's drinking water system, by recharging the aquifer, and the City's stormwater system and receiving waters, by reducing the required size of system facilities. However, allowing infiltration also requires that the City work with owners to reduce contamination risks from such systems. Another factor to consider is the fact that not all stormwater is actually infiltrated; instead, infiltration systems are still connected to the public system via overflow piping.
- ◆ **Low-impact development, green building, and rainwater harvesting.** Low-impact development (LID) techniques, such as rainwater harvesting, permeable pavement, open space retention, bio-retention swales and rain gardens could also be worthy of credits. Other aspects of LID – such as green “vegetated” roofs – may affect the “effective” impervious area of a development or home if properly maintained.

Green building techniques include site planning to take greater advantage of natural site features, achieving LEED or Built Green certification, planting drought-resistant native landscaping, amending soils with compost, reducing impervious surface area, minimizing site disturbance during development, and previously noted low-impact development features. Implementing these techniques will result in increased natural resource conservation, lower home operating costs, and better stewardship of the City's drinking water aquifer. Other than its LID aspects, green building techniques are not strongly linked to a reduction in stormwater utility costs. The one aspect that is directly related to smaller service requirements is the minimization of impervious surface area.

A credit for low-impact development would recognize the fact that effective impervious area can be much smaller than the impervious surface area that is measured from aerial photographs (due to roof rainwater collection systems, permeable paving, vegetated roofs, etc.). An LID credit may be further supported by the fact that even when the effective impervious area of such a development is the same as other, conventional residential developments, other LID practices such as vegetation replacement typically result in reduced runoff from the property.

- ◆ **Dedicated open space.** Developments incorporate design techniques that concentrate residences or other buildings in a compact area of the development site (lot clustering) and provide open space and natural areas elsewhere, protected by an easement. Such techniques can reduce runoff, mitigate stormwater quality, and help maintain the amount of water recharging the City's aquifer.

Open space developments have many benefits in comparison to the conventional subdivisions that they replace: they can reduce impervious surface area (ISA), stormwater pollutants, construction costs, grading, and the loss of natural areas. In addition to the minimization of ISA, the preserved natural areas and tree canopy can significantly mitigate the stormwater runoff created by the buildings on site. Therefore, although affected by the slope characteristics of the property, the preserved portion of the site acts to reduce the effective impervious area of the development and provides a meaningful benefit to the public system when runoff is adequately dispersed.

Analysis:

When considering how to charge, or credit, different types of customers, it is important to remember that a stormwater rate is a fee for service, not a tax. As such, the level of a customer's charge must somewhat relate to that customer's proportionate share of the utility's costs. In terms of equity and legal defensibility, it is important to recognize the significance of that type of relationship when defining exemption or credit policies because such policies could potentially move a utility away from the rational linkage between service delivered and the amount of the fee.

A stormwater utility's service to its customers and the community it serves can be analyzed in two functional categories: controlling and reducing stormwater runoff (i.e. water quantity), and controlling and managing pollutants (i.e. water quality). The broader questions to address in establishing credits are (1) whether a rate payer help the utility reduce its costs (or not to incur additional costs) by providing certain mitigation measures in these two functional areas or not, and (2) if yes, how much of a cost savings is provided.

Comparatively, properties with on-site mitigation have a reduced effect on the public system than similar property lacking this mitigation. Therefore, it might be argued that to the extent that such facilities reduce costs to the City utility, they may warrant a rate credit.

However, it is also debatable that meeting the City's development standards reduces costs for the utility. Instead, it may simply keep the utility whole. As a result, granting a rate credit for such activities could actually reduce the amount of resources available for basic services to the remainder of the customer base. In fact, it may be argued that the cost of meeting City standards and constructing on-site mitigation should be considered a "cost of doing business," since on-site mitigation only partially neutralizes the impact of developing the property in the first place.

On the other hand, exceeding standards – that is, providing capacity in addition to that needed by developing (or developed) property – in theory does reduce cost to the utility by, in effect, reducing the net utility service area. How much of a credit to grant can then be sized according to the extent to which on-site controls exceed the standards.

Therefore, the two criteria to check for may be (1) effectiveness in reducing stormwater runoff and (2) whether these on-site systems are designed to handle greater amount stormwater than would be required as a condition of development approval. The additional capacity provided by the new development then may become the basis for the service charge credit amount.

It is true that property lines do not follow stormwater basin boundaries. Net impacts and/or benefits of a parcel align better with basin boundaries than property lines. However, estimating net impacts/benefits of each parcel, and developing a rate structure and credit policy around these estimates would be extremely difficult and very costly to administer. Additionally, it would be open to challenge since these estimates would be considered somewhat subjective, and difficult to explain to ratepayers.

Recommendation: Many of the stormwater program's costs are essentially "fixed" and do not decrease no matter what services customers provide on-site. As a first step, we recommend that the City determine the portion of program costs which can be reduced by the on-site activities of the customer base. We further recommend that the City classify the portion of those variable or use related costs as either attributable to managing water quantity or to managing water quality.

Once an allocation of program revenue requirements among fixed or base program costs, water quantity costs, and water quality costs has been made, their component shares of the stormwater utility charge can be determined. All customers would pay the base rate component. However, credits would be made available for the water quantity and quality components depending on on-site activities. (Customers with on-site features that result in reduced runoff – such as those that infiltrate or practice low-impact development – would be eligible for a rate credit that would vary in size based on the level of mitigation, not to exceed the sum of the quantity and quality components of the charge.)

The following recommendations assume that properties subject to stormwater rate credits would be meeting or exceeding the City's development requirements, and hence allowing the City to delay capital projects. As a result, the utility would be able to reduce its capital as well as operating costs by implementing the recommended credit policies.

Quantity Credits

Customers with on-site quantity controls, such as detention or infiltration facilities, provide a direct benefit to the utility by reducing peak flow and thereby reducing the necessary size of system pipes downstream.

In the case of customers that infiltrate their runoff, not only is peak flow reduced, but their total runoff is reduced or eliminated (to the extent there is capacity). Given this, we recommend that a full credit for the quantity-related portion of the utility bill be granted to customers that have capacity to infiltrate the current design storm size. Customers with less infiltration capacity than for the design storm size should receive a minimal quantity credit.

Detention facilities, on the other hand, do not prevent runoff from entering the public system. Instead, peak stormwater flows are simply reduced and extended over a longer duration. For that reason, customers that are able to detain to current standards should receive a quantity-related credit that is less than a full credit for this portion of the bill. Customers with less detention capacity than for the design storm size should receive a minimal credit for the quantity component of the bill.

Additionally, there are several development methods which incorporate features that mitigate stormwater runoff. Such features that reduce peak flows or prevent stormwater runoff from entering the public system include aspects of low impact developments, green building methods, and rainwater harvesting. On their own, such development features provide a quantity mitigation benefit that is typically less than dedicated detention facilities sized for the design storm. Accordingly, quantity-related mitigation should be eligible for a minimal credit against the quantity rate component. However, when paired with detention facilities sized for the design storm, customers should receive a full credit against the quantity rate component.

Note: For crediting purposes, we recommend that the eligibility of rainwater harvesting systems for credit be conditioned upon inspections to ensure regular use of the harvested water (due to the fact that, once collection cisterns are full, they no longer reduce runoff). Also, the system benefit provided by customers with quantity-mitigating development features is dependent upon proper maintenance of the on-site features, so we further recommend that they be subject to regular inspection in order to renew the credit every two years.

Customers that discharge their runoff directly into flow-exempt receiving waters where detention is not required (in Des Moines, these include Puget

Sound and Green/Duwamish River below RM 6 and above SR 18) perform another type of quantity mitigation. There are two types of such customers; those that utilize private systems to convey their runoff to receiving waters, and those that utilize the City's stormwater system, in whole or in part, to convey runoff to receiving waters. As customers of the first type are equivalent to customers with on-site detention facilities sized for the design storm, we recommend that they be granted the maximum detention credit for the quantity component of the utility fee. For customers of the second type, we recommend that a minimal credit for the quantity component be granted, to account for the use of and cost of maintaining the City infrastructure relied upon by the customer.

No credit or adjustment should be granted to customers without meaningful quantity mitigation capability.

Quality Credits

There are a number of factors, in addition to the installation of on-site quality controls, which relate to a customer's ability to manage the quality of their stormwater runoff. The most important of these are controls for on-site sources of pollution. Examples of source controls would be roofs and coverings for pollution-generating surfaces, equipment, and materials.

To meet the City's stormwater quality mitigation requirements, a customer must have on-site quality controls as well as source controls. Accordingly, a full credit for the quality-related portion of the utility bill should only be granted to customers that provide on-site quality mitigation and source controls that meet current standards.

Even in those cases where full mitigation capability is not present, on-site quality control facilities and source control measures can still provide a benefit to the City's stormwater system. Accordingly, we recommend that a minimal credit to the quality portion of the stormwater utility bill be provided to customers that, while not meeting current requirements, do maintain a basic treatment capacity on-site and/or implement some source control measures.

No credit should be granted to customers that have no on-site quality controls or provide only nominal quality mitigation (such as a downturned elbow to control floatables).

Other Credits

Customers with individual NPDES stormwater permits should be eligible for the same rate credits as any other non-residential customer. No dedicated credit for simply possessing a permit should be established.

Please note that the percentage or number of impervious units that will obtain quantity, quality, and/or runoff reduction credits will be forecasted and incorporated into the current rate analysis to ensure adequate revenue generation under the proposed program.



Issue Paper #4: Stormwater Multifamily Rates February 1, 2013

Issue:

The City of Des Moines Stormwater Utility currently charges its multifamily customers a water quality charge on a per dwelling unit basis and a water quantity charge on a per equivalent billing unit (EBU) basis. This is a mix between single family residential customers, which are charged both quality and quantity per dwelling unit, and commercial customers, which are charged both quality and quantity per EBU.

The City is seeking feedback as to how other jurisdictions charge multifamily customers, if the current method is equitable, and what other methods are available.

Alternatives:

There are two other rate structures that can fulfill the need for an appropriate and equitable multifamily stormwater rate.

- ♦ **Per Dwelling Unit.** One common basis for charging stormwater rates to multifamily customers is per dwelling unit. To account for the fact that condos and apartments are smaller than single family homes, multifamily dwelling units are charged a fraction of a full EBU.
- ♦ **By Impervious Area.** Another common basis for charging stormwater rates to multifamily customers is by impervious area, which is reflected in the EBU calculation. Like for any other developed commercial parcel, multifamily dwelling units would only be charged for the actual amount of area that generates runoff into the stormwater system.

Analysis:

The City's statutory authority for setting rates is found in RCW 36.89.080 and states:

(1) Subject to subsections (2) and (3) of this section, any county legislative authority may provide by resolution for revenues by fixing rates and charges for the furnishing of service to those served or receiving benefits or to be served or to receive benefits from any storm water control facility or contributing to an increase of surface water runoff. In fixing rates and charges, the county legislative authority may in its discretion consider:

- (a) Services furnished or to be furnished;
- (b) Benefits received or to be received;
- (c) The character and use of land or its water runoff characteristics;
- (d) The nonprofit public benefit status, as defined in RCW [24.03.490](#), of the land user;
- (e) Income level of persons served or provided benefits under this chapter, including senior citizens and disabled persons; or

(f) Any other matters which present a reasonable difference as a ground for distinction.

Impervious surface area is now widely accepted as a measure of contribution of runoff, and as such, serves as the basis for stormwater rates in the vast majority of stormwater utilities in the region. Most of those programs charge multi-family residential developed property based on the amount of impervious surface area, rather than the number of dwelling units for the simple fact that the number of dwelling units does not necessarily relate to the impervious footprint of the complex.

Depending on the configuration, multi-story multi-family residential complexes may generate no more runoff than large single story houses with comparable footprints, bringing the equity of a per dwelling unit approach into question for multi-family residential customers. Treating such customers as “commercial” for rate purposes will result in rate changes that could simplify the rate approach and be accounted for in the current rate study.

It is also worth noting that multi-family residential development is defined as commercial for other purposes.

In Washington Administrative Code WAC 458-20-250 addressing refuse-solid waste collection business taxes, paragraph (4)(ii) states, in part, “in the case of multiple housing units in a single structure such as apartments, condominiums, or duplexes, ..., the service is deemed commercial unless each occupier of a housing unit is individually provided can service and is individually billed for such service”.

Recommendation: We recommend that that City change their current multifamily rates to mirror the commercial rates and charge by EBU, calculated based on impervious area. If the City were to treat multifamily as commercial customers, the water quality rate would need to be increased in order to collect the same amount of revenue due to the fact that there are less EBUs than dwelling units in the current multifamily customer class. This could be easily accounted for in the current rate design study.



Issue Paper #5: Stormwater Public Institution Rates February 1, 2013

Issue:

The City of Des Moines stormwater utility currently charges public institutions, including public schools, government buildings, colleges, parks, and sewer and water facilities, a non-profit or commercial rate per EBU.

The City has requested an evaluation to determine if the current public institution rates are the most appropriate or if they should be discounted or exempted.

Analysis:

When considering how to charge different types of customers, it is important to remember that a stormwater rate is a fee for service, not a tax. As such, the level of a customer's charge must substantially relate to that customer's proportionate share of the utility's costs. A rate may be found legally valid if the funded services generally benefit those who pay the fee. There need not be a property-specific link between the fee paid and level of service delivered. In fact, case law (*Teter v. Clark County*) has supported that a reasonable effort must be made to link services delivered to fees charged, but that the linkage need only be indirect.

When a cost of service approach is used as the basis for fee evaluation, exemptions, discounts and credits should only be granted when the characteristics of a parcel or improvements to that property cause runoff to differ when compared to similar parcels.

Developed properties that are publicly owned still contribute runoff that places a cost burden on the utility system. If the City wishes to pursue a social policy to grant discounts or exemptions, a utility and its ratepayers should not bear the costs of that policy. To preserve the cost of service approach to rate design and avoid causing stormwater utility customers to subsidize a general City policy, the General Fund could possibly be used to fund the costs of public institution credits or exemptions.

Some jurisdictions do not charge publicly-owned land because there is a general sense that charging simply transfers money from one City fund to another. Administratively, this may be a valid perception; however, by not charging public lands, the City may not accurately and equitably allocate what can be viewed as an overhead cost borne to support the departments that use stormwater services because of their land holdings. Effectively, utility ratepayers would bear the costs of stormwater management utilized by other user-supported services or the general public.

The one common exception to this general approach has to do with

charging city streets. City streets, while impervious and generating runoff, also serve as part of the stormwater conveyance system. Cities often choose to exempt their streets in recognition of this fact.

Recommendation: We recommend that the City charge public property the same as any other customers. Credits, as we have laid out in Issue Paper #3, would also apply to all customer types, including schools. The City should, however, exempt or discount City streets because they serve as part of the stormwater conveyance system.

APPENDIX II: ANALYTICAL SPREADSHEETS

City of Des Moines
2012 Rate Study
Customer Data

Customer Counts and EBU Definitions

Code	Customer Class	Customer Parcels (excl. Private Streets)		
		Number of Accounts	Number of Dwelling Units	Impervious Surface Area (sq. ft.)
R	Single Family Residence			
	Small	1,739	-	-
	Medium	3,408	-	-
	Large	1,660	-	-
	Measured	440	-	5,128,740
R	Single Family Residence - Sr Discount	145	-	-
M	Mobile Home	40	-	-
C	Commercial	333	-	13,176,351
	Nonprofit	-	-	-
B	Apartment	-	2,958	3,970,760
S	Condo Unit	-	1,551	2,138,321
	Other	-	-	-
	TOTAL	7,765	4,509	24,414,172

		Water Quantity EBU Definitions		
Code	Customer Class	Accounts	Dwelling Units	Impervious Surface Area (sq. ft.)
R	Single Family Residence			
	Small	0.68	-	-
	Medium	1.00	-	-
	Large	1.57	-	-
	Measured	-	-	3,450
R	Single Family Residence - Sr Discount	0.30	-	-
M	Mobile Home	-	-	3,450
C	Commercial	-	-	3,450
	Nonprofit	-	-	3,450
B	Apartment	-	-	3,450
S	Condo Unit	-	-	3,450
	Other	-	-	3,450

		Number of Water Quantity EBUs		
Code	Customer Class	Accounts	Dwelling Units	Impervious Surface Area (sq. ft.)
R	Single Family Residence			
	Small	1,185	-	-
	Medium	3,408	-	-
	Large	2,598	-	-
	Measured	-	-	1,487
	Measured - Sr Discount	44	44	44
R	Single Family Residence - Sr Discount	-	-	-
M	Mobile Home	-	-	-
C	Commercial	-	-	-
	Nonprofit	-	-	-
B	Apartment	-	-	-
S	Condo Unit	-	-	-
	Other	-	-	-
	TOTAL	7,234	-	7,077

City of Des Moines
2012 Rate Study
Customer Data

Customers with On-site Water Quantity Measures

Discount Factor for Full Discount Customers		100.0%
Discount Factor for Partial Discount Customers		50.0%

Code	Customer Class	Full Discount			Partial Discount				
		Percent of Customer Parcels	Number of Accounts	Number of Dwelling Units	Impervious Surface Area (sq. ft.)	Percent of Customer Parcels	Number of Accounts	Number of Dwelling Units	Impervious Surface Area (sq. ft.)
R	Single Family Residence								
	Small		-	-	-		-	-	-
	Medium		-	-	-		-	-	-
	Large		-	-	-		-	-	-
	Measured		-	-	-		-	-	-
R	Single Family Residence - Sr Discount								
M	Mobile Home		-	-	-		-	-	-
C	Commercial		-	-	-		-	-	-
B	Nonprofit	5.0%	17	-	658,818	10.0%	33	-	1,317,635
S	Apartment	5.0%	-	148	198,538	10.0%	-	296	397,076
	Condo Unit	5.0%	-	78	106,916	10.0%	-	155	213,832
	Other	5.0%	-	-	-	10.0%	-	-	-
TOTAL			17	225	964,272		33	451	1,928,543

Code	Customer Class	TOTAL			WEIGHTED TOTAL				
		Percent of Customer Parcels	Number of Accounts	Number of Dwelling Units	Impervious Surface Area (sq. ft.)	Percent of Customer Parcels	Number of Accounts	Number of Dwelling Units	Impervious Surface Area (sq. ft.)
R	Single Family Residence								
	Small	0.0%	-	-	-	0.0%	-	-	-
	Medium	0.0%	-	-	-	0.0%	-	-	-
	Large	0.0%	-	-	-	0.0%	-	-	-
	Measured	0.0%	-	-	-	0.0%	-	-	-
R	Single Family Residence - Sr Discount								
M	Mobile Home	0.0%	-	-	-	0.0%	-	-	-
C	Commercial	15.0%	50	-	1,976,453	10.0%	33	-	1,317,635
B	Nonprofit	15.0%	-	444	595,614	10.0%	-	296	397,076
S	Apartment	15.0%	-	233	320,748	10.0%	-	155	213,832
	Condo Unit	15.0%	-	-	-	10.0%	-	-	-
	Other	15.0%	-	-	-	10.0%	-	-	-
TOTAL			50	676	2,892,815		33	451	1,928,543

Code	Customer Class	Number of Weighted EBUs Benefiting from Discount			TOTAL
		Accounts	Dwelling Units	Impervious Surface Area (sq. ft.)	
R	Single Family Residence				
	Small	-	-	-	-
	Medium	-	-	-	-
	Large	-	-	-	-
	Measured	-	-	-	-
R	Single Family Residence - Sr Discount				
M	Mobile Home	-	-	-	-
C	Commercial	-	-	-	-
B	Nonprofit	-	-	382	382
S	Apartment	-	-	115	115
	Condo Unit	-	-	62	62
	Other	-	-	-	-
TOTAL		-	-	559	559

City of Des Moines
2012 Rate Study
Customer Data

Customers with On-site Water Quality Measures

Discount Factor for Full Discount Customers		100.0%
Discount Factor for Partial Discount Customers		50.0%

Code	Customer Class	Percent of Customer Parcels	Number of Accounts	Number of Dwelling Units	Impervious Surface Area (sq. ft.)	Percent of Customer Parcels	Number of Accounts	Number of Dwelling Units	Impervious Surface Area (sq. ft.)
R	Single Family Residence								
	Small								
	Medium								
	Large								
	Measured								
R	Single Family Residence - Sr Discount								
M	Mobile Home								
C	Commercial	5.0%	17		658,818	10.0%	33		1,317,635
	Nonprofit	5.0%				10.0%			
B	Apartment	5.0%		148	198,538	10.0%		296	397,076
S	Condo Unit	5.0%		78	106,916	10.0%		155	213,832
	Other	5.0%				10.0%			
TOTAL			17	225	964,272		33	451	1,928,543

Code	Customer Class	Percent of Customer Parcels	Number of Accounts	Number of Dwelling Units	Impervious Surface Area (sq. ft.)	Percent of Customer Parcels	Number of Accounts	Number of Dwelling Units	Impervious Surface Area (sq. ft.)
R	Single Family Residence	0.0%				0.0%			
	Small	0.0%				0.0%			
	Medium	0.0%				0.0%			
	Large	0.0%				0.0%			
	Measured	0.0%				0.0%			
R	Single Family Residence - Sr Discount	0.0%				0.0%			
M	Mobile Home	0.0%				0.0%			
C	Commercial	15.0%	50		1,976,453	10.0%	33		1,317,635
	Nonprofit	15.0%				10.0%			
B	Apartment	15.0%		444	595,614	10.0%		296	397,076
S	Condo Unit	15.0%		233	320,748	10.0%		155	213,832
	Other	15.0%				10.0%			
TOTAL			50	676	2,892,815		33	451	1,928,543

Number of Weighted EBUs Benefitting from Discount				
Code	Customer Class	Accounts	Dwelling Units	Impervious Surface Area (sq. ft.)
R	Single Family Residence			
	Small			
	Medium			
	Large			
	Measured			
R	Single Family Residence - Sr Discount			
M	Mobile Home			
C	Commercial		382	382
	Nonprofit			
B	Apartment		115	115
S	Condo Unit		62	62
	Other			
TOTAL			559	559

City of Des Moines
2012 Rate Study
Customer Data

Private Streets (INCLUDED IN THE ORIGINAL CUSTOMER DATA INPUT ABOVE)

Select Preferred Option for Private Streets ==>	3	
	Discount Factor for Private Streets Option 1	0.0%

Options for Charging Private Streets

1	2	3
Charge each property for allocated private street surface	Charge each property for a uniform private street multiplier	Do not charge for private streets

Code	Customer Class	Option One			Option Two		
		Number of Accounts	Number of Dwelling Units	Impervious Surface Area (sq. ft.)	ISA per Account	Private Street Multiplier	Private Street Multiplier
R	Single Family Residence	715		804,222			
	Small	-	-	-			
	Medium	-	-	-			
	Large	-	-	-			
	Measured	-	-	-			
R	Single Family Residence - Sr Discount	10		9,836			
M	Mobile Home	-	-	-			
C	Commercial	-	-	-			
B	Nonprofit	-	-	-			
S	Apartment	-	-	-			
	Condo Unit	-	-	-			
	Other	-	-	-			
TOTAL		725	-	814,058	1,123	-	-

Code	Customer Class	Selected Option			Weighted for Discount Factor		
		Number of Accounts	Number of Dwelling Units	Impervious Surface Area (sq. ft.)	Number of Accounts	Number of Dwelling Units	Impervious Surface Area (sq. ft.)
R	Single Family Residence	-	-	-	-	-	-
	Small	-	-	-	-	-	-
	Medium	-	-	-	-	-	-
	Large	-	-	-	-	-	-
	Measured	-	-	-	-	-	-
R	Single Family Residence - Sr Discount	-	-	-	-	-	-
M	Mobile Home	-	-	-	-	-	-
C	Commercial	-	-	-	-	-	-
B	Nonprofit	-	-	-	-	-	-
S	Apartment	-	-	-	-	-	-
	Condo Unit	-	-	-	-	-	-
	Other	-	-	-	-	-	-
TOTAL		-	-	-	-	-	-

Code	Customer Class	Number of Water Quality EBLs			Number of Water Quality EBLs		
		Accounts	Dwelling Units	Impervious Surface Area (sq. ft.)	Accounts	Dwelling Units	Impervious Surface Area (sq. ft.)
R	Single Family Residence	-	-	-	-	-	-
	Small	-	-	-	-	-	-
	Medium	-	-	-	-	-	-
	Large	-	-	-	-	-	-
	Measured	-	-	-	-	-	-
R	Single Family Residence - Sr Discount	-	-	-	-	-	-
M	Mobile Home	-	-	-	-	-	-
C	Commercial	-	-	-	-	-	-
B	Nonprofit	-	-	-	-	-	-
S	Apartment	-	-	-	-	-	-
	Condo Unit	-	-	-	-	-	-
	Other	-	-	-	-	-	-
TOTAL		-	-	-	-	-	-

City of Des Moines
2012 Rate Study
Customer Data

Other Discounts

Discount Factor for Full Discount Customers			0.00%						
Code	Customer Class	Full Discount			WEIGHTED TOTAL				
		Percent of Customer Parcels	Number of Accounts	Number of Dwelling Units	Impervious Surface Area (sq. ft.)	Percent of Customer Parcels	Number of Accounts	Number of Dwelling Units	Impervious Surface Area (sq. ft.)
R	Single Family Residence	0.0%	-	-	-	-	-	-	-
	Small	0.0%	-	-	-	-	-	-	-
	Medium	0.0%	-	-	-	-	-	-	-
	Large	0.0%	-	-	-	-	-	-	-
	Measured	0.0%	-	-	-	-	-	-	-
R	Single Family Residence - Sr Discount	0.0%	-	-	-	-	-	-	-
M	Mobile Home	0.0%	-	-	-	-	-	-	-
C	Commercial	0.0%	-	-	-	-	-	-	-
	Nonprofit	0.0%	-	-	-	-	-	-	-
B	Apartment	0.0%	-	-	-	-	-	-	-
S	Condo Unit	0.0%	-	-	-	-	-	-	-
	Other	0.0%	-	-	-	-	-	-	-
	TOTAL	-	-	-	-	-	-	-	-

Code	Customer Class	Number of Water Quantity EBUs			Number of Water Quality EBUs			
		Accounts	Dwelling Units	Impervious Surface Area (sq. ft.)	Accounts	Dwelling Units	Impervious Surface Area (sq. ft.)	TOTAL
R	Single Family Residence	-	-	-	-	-	-	-
	Small	-	-	-	-	-	-	-
	Medium	-	-	-	-	-	-	-
	Large	-	-	-	-	-	-	-
	Measured	-	-	-	-	-	-	-
R	Single Family Residence - Sr Discount	-	-	-	-	-	-	-
M	Mobile Home	-	-	-	-	-	-	-
C	Commercial	-	-	-	-	-	-	-
	Nonprofit	-	-	-	-	-	-	-
B	Apartment	-	-	-	-	-	-	-
S	Condo Unit	-	-	-	-	-	-	-
	Other	-	-	-	-	-	-	-
	TOTAL	-	-	-	-	-	-	-

City of Des Moines
2012 Rate Study
Customer Data

Customer Bases: Number of EBUs by Rate Component

Code	Customer Class	WATER QUANTITY FULL SERVICE CUSTOMERS (Number of EBUs)				NET CUSTOMER BASE
		Total Customer Parcels	less: Other Discounts	plus: Private Streets		
R	Single Family Residence					
	Small	1,185	-	-	-	1,185
	Medium	3,408	-	-	-	3,408
	Large	2,598	-	-	-	2,598
	Measured	1,487	-	-	-	1,487
R	Single Family Residence - Sr Discount					
M	Mobile Home	44	-	-	-	44
C	Commercial	-	-	-	-	-
	Nonprofit	3,819	-	-	-	3,819
B	Apartment	-	-	-	-	-
S	Condo Unit	1,151	-	-	-	1,151
	Other	620	-	-	-	620
	TOTAL	14,311	-	-	-	14,311

WATER QUANTITY DISCOUNT CUSTOMERS (Number of EBUs)						NET CUSTOMER BASE
Full Service Net Customer Base	less: Water Quantity Discounts					
1,185	-	-	-	-	-	1,185
3,408	-	-	-	-	-	3,408
2,598	-	-	-	-	-	2,598
1,487	-	-	-	-	-	1,487
44	-	-	-	-	-	44
-	-	-	-	-	-	-
3,819	(382)	-	-	-	-	3,437
-	-	-	-	-	-	-
1,151	(115)	-	-	-	-	1,036
620	(62)	-	-	-	-	558
14,311	(559)	-	-	-	-	13,752

Code	Customer Class	WATER QUANTITY FULL SERVICE CUSTOMERS (Number of EBUs)				NET CUSTOMER BASE
		Total Customer Parcels	less: Other Discounts	plus: Private Streets		
R	Single Family Residence					
	Small	1,185	-	-	-	1,185
	Medium	3,408	-	-	-	3,408
	Large	2,598	-	-	-	2,598
	Measured	1,487	-	-	-	1,487
R	Single Family Residence - Sr Discount					
M	Mobile Home	44	-	-	-	44
C	Commercial	-	-	-	-	-
	Nonprofit	3,819	-	-	-	3,819
B	Apartment	-	-	-	-	-
S	Condo Unit	1,151	-	-	-	1,151
	Other	620	-	-	-	620
	TOTAL	14,311	-	-	-	14,311

WATER QUANTITY DISCOUNT CUSTOMERS (Number of EBUs)						NET CUSTOMER BASE
Full Service Net Customer Base	less: Water Quantity Discounts					
1,185	-	-	-	-	-	1,185
3,408	-	-	-	-	-	3,408
2,598	-	-	-	-	-	2,598
1,487	-	-	-	-	-	1,487
44	-	-	-	-	-	44
-	-	-	-	-	-	-
3,819	(382)	-	-	-	-	3,437
-	-	-	-	-	-	-
1,151	(115)	-	-	-	-	1,036
620	(62)	-	-	-	-	558
14,311	(559)	-	-	-	-	13,752

City of Des Moines

2012 Rate Study

Cost Allocation

Rate Revenues	Estimated		Budget
	Actual	2013	
Rate Revenues			
Budgeted Rate Revenue	\$ 2,263,681	\$ 2,364,945	
Single Family Residence	-	-	
Single Family Residence - Sr Discount	-	-	
Mobile Home	-	-	
Commercial	-	-	
Nonprofit	-	-	
Apartment	-	-	
Condo Unit	-	-	
Total Rate Revenues	\$ 2,263,681	\$ 2,364,945	
Non-Rate Revenues			
Non-Rate Revenues			
Partial Year Storm Drainage Fees	\$ -	\$ 5,000	
Utility Tax on Storm Drainage Fees	-	141,897	
SWM - Engineering Plan Review Fees	-	45,836	
Interest Income	-	3,500	
Other Misc. Charges	-	13,000	
FEMA Grant	-	-	
NPDES Grant	-	-	
Salary CIP Reimbursement	-	30,000	
Total Rate Revenues	\$ -	\$ 239,233	

City of Des Moines

2012 Rate Study

Cost Allocation

Expenses	Estimated		Budget	
	Actual	2012	2013	
B&O State Tax	\$	43,586	\$	45,123
Utility Tax		137,061		141,897
Engineering				
Salaries & Wages	\$	200,420	\$	208,524
Overtime		1,000		2,000
Personnel Benefits		84,377		94,046
Employee Med. Contribution		(2,975)		(2,815)
Office/Operating Supplies		2,000		2,500
Unleaded Fuel (ISF)		1,788		1,860
SM Tools & Equipment		1,500		1,500
SM Tools & Equipment >\$1,000<\$5,000		3,500		3,500
Professional Services		55,000		93,200
Janitorial Services		1,118		650
Communications		250		1,450
Travel		1,401		3,000
Advertising		2,000		250
Copier Lease		975		975
Utilities		1,223		1,275
Repairs and Maintenance		1,000		1,000
Miscellaneous		2,000		2,500
Dues, Schools, and Conf.		5,000		5,000
Printing and Binding		500		500
Interfund Admin Charges-Gen Fund		185,000		190,000
Computer Interfund-Maintenance		7,955		7,955
Computer Interfund-Replacement		1,548		1,553
Interfund Insurance		9,280		11,429
Facility Repair/Replacement		499		499
Principal-Copier Capital Lease		872		910
Interest-Copier Capital Lease		148		110

City of Des Moines

2012 Rate Study

Cost Allocation

	Estimated Actual	Budget
Maintenance		
Salaries & Wages	346,169	394,941
Overtime	13,575	8,100
Personnel Benefits	129,445	159,361
Employee Med. Contribution	(1,484)	(2,356)
Uniforms	1,000	1,600
Office Supplies	1,000	2,000
Repair Supplies	43,000	43,000
Unleaded Fuel (ISF)	8,412	8,749
Diesel Fuel (ISF)	22,775	23,390
SM Tools & Equipment	2,000	2,000
SM Tools & Equipment >\$1,000<\$5,000	5,500	5,000
Professional Services	60,291	87,500
Janitorial Services	1,804	1,850
Communications	1,986	2,050
Travel	500	500
Advertising	500	500
Operating Rentals & Leases	6,000	6,000
Copier Lease	58	75
Utilities	22,567	31,549
Street Sweeping Disposal	22,500	22,500
Repairs & Mtc (Vehicles & Equipment)	17,000	25,000
Street Sweeping	53,000	53,000
Contracted Drainage Repair	50,000	50,000
West Nile Virus Mosquito Control	-	25,000
Miscellaneous	500	3,800
Laundry	3,100	3,100
Dues, Schools, and Conf.	700	700
Computer Maintenance	4,520	4,522
Computer Replacement	1,111	1,115
Equipment Rental Maintenance	32,944	42,120
Equipment Rental Replacement	35,262	49,094
Interfund Insurance	21,110	22,107
Facility Repair/Replacement	1,362	1,362
Equipment - Ford F450 Truck	46,754	-

City of Des Moines

2012 Rate Study

Cost Allocation

	Estimated Actual	Budget
NPDES Permit Program		
Salaries & Wages	149,972	186,084
Overtime	525	900
Personnel Benefits	66,057	90,301
Employee Med. Contribution	(1,192)	(2,528)
Office/Operating Supplies	200	400
SM Tools & Equipment	575	1,000
SM Tools & Equipment >\$1,000<\$5,000	-	5,000
Professional Services	4,000	15,000
Travel Expenses	60	500
Miscellaneous	725	5,000
Dues, Schools, and Conference	1,500	1,500
NPDES Permit Fee	15,286	16,000
Computer Interfund-Maintenance	9,389	6,556
Computer Interfund-Replacement	1,667	1,115
Interfund Insurance	10,009	5,804
Equipment - Cityworks Program	56,581	-
Equipment - GPS Mapping Tool	8,160	-
Capital		
Allocation	-	-
Capital Projects	-	-
Other		
Energy Savings Program	-	-
Transfer Out - Fund 220	657	657
Add'l O&M from CLP	-	-
Total Cash O&M Expenditures	\$ 2,027,158	\$ 2,232,909

City of Des Moines

2012 Rate Study

Capital Improvement Plan

Capital Projects	2012	2013
TRANSFER TO CAPITAL FUND FROM OPERATING FUND	\$ -	\$ 709,484
Barnes Creek/Kdm Rd Culvert	-	-
Des Moines Creek Basin Projects	6,000	-
DMMD Pipeline S. 212th to S. 213th	29,000	-
Redondo Heights Culvert Replacement	330,000	-
216th Place Culvert Replacement	35,100	-
Barnes Creek 223rd Culvert Replacement	343,000	-
2012 Actual Adjustment	(60,229)	-
Total CIP	\$ 682,871	\$ 709,484

City of Des Moines 2012 Rate Study Cost Allocation

Functional Allocations		2013	Base				Water Quality		Water Quantity		As All Others	TOTAL	Allocation Basis
			Direct		Indirect		Direct		Indirect				
B&O State Tax	Utility Tax	\$ 45,123 141,897	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	
			0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	
Engineering													
	Salaries & Wages	208,524	100%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
	Overtime	2,000	100%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
	Personnel Benefits	94,046	100%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
	Employee Med. Contribution	(2,815)	100%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
	Office/Operating Supplies	2,500	100%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
	Unleaded Fuel (ISF)	1,860	0%	0%	20%	0%	0%	0%	80%	0%	0%	100%	100%
	SM Tools & Equipment	1,500	0%	0%	20%	0%	0%	0%	80%	0%	0%	100%	100%
	SM Tools & Equipment-\$1,000-\$5,000	3,500	0%	0%	20%	0%	0%	0%	80%	0%	0%	100%	100%
	Professional Services	93,200	0%	0%	20%	0%	0%	0%	80%	0%	0%	100%	100%
	Janitorial Services	650	100%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
	Communications	1,450	100%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
	Travel	3,000	100%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
	Advertising	250	100%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
	Copier Lease	975	100%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
	Utilities	1,275	100%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
	Repairs and Maintenance	1,000	0%	20%	0%	0%	80%	0%	0%	0%	0%	100%	100%
	Miscellaneous	2,500	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%
	Dues, Schools, and Conf.	5,000	100%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
	Printing and Binding	500	100%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
	Interfund Admin Charges-Gen Fund	190,000	100%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%
	Computer Interfund-Maintenance	7,955	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%
	Computer Interfund-Replacement	1,553	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%
	Interfund Insurance	11,429	0%	0%	20%	0%	0%	0%	80%	0%	0%	100%	100%
	Facility Repair/Replacement	499	0%	0%	20%	0%	0%	0%	80%	0%	0%	100%	100%
	Principal-Copier Capital Lease	910	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%
	Interest-Copier Capital Lease	110	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%

City of Des Moines 2012 Rate Study Cost Allocation

Functional Allocations		2013	Base		Water Quality		Water Quantity		As All Others	TOTAL	Allocation Basis
			Direct	Indirect	Direct	Indirect	Direct	Indirect			
Maintenance											
Salaries & Wages		394,941	0%	10%	10%	40%	40%	0%	0%	100%	
Overtime		8,100	0%	10%	10%	40%	40%	0%	0%	100%	
Personnel Benefits		159,361	0%	10%	10%	40%	40%	0%	0%	100%	
Employee Med. Contribution		(2,356)	0%	10%	10%	40%	40%	0%	0%	100%	
Uniforms		1,600	0%	10%	10%	40%	40%	0%	0%	100%	
Office Supplies		2,000	0%	10%	10%	40%	40%	0%	0%	100%	
Repair Supplies		43,000	0%	10%	10%	40%	40%	0%	0%	100%	
Unleaded Fuel (ISF)		8,749	0%	10%	10%	40%	40%	0%	0%	100%	
Diesel Fuel (ISF)		23,390	0%	10%	10%	40%	40%	0%	0%	100%	
SM Tools & Equipment		2,000	0%	20%	20%	0%	80%	0%	0%	100%	
SM Tools & Equipment>\$1,000<\$5,000		5,000	0%	20%	20%	0%	80%	0%	0%	100%	
Professional Services		87,500	0%	20%	20%	0%	80%	0%	0%	100%	
Janitorial Services		1,850	0%	20%	20%	0%	80%	0%	0%	100%	
Communications		2,050	0%	20%	20%	0%	80%	0%	0%	100%	
Travel		500	0%	20%	20%	0%	80%	0%	0%	100%	
Advertising		500	0%	20%	20%	0%	80%	0%	0%	100%	
Operating Rentals & Leases		6,000	0%	20%	20%	0%	80%	0%	0%	100%	
Copier Lease		75	0%	20%	20%	0%	80%	0%	0%	100%	
Utilities		31,549	0%	50%	50%	0%	0%	0%	0%	100%	
Street Sweeping Disposal		22,500	0%	20%	20%	80%	0%	0%	0%	100%	
Repairs & Mtc (Vehicles & Equipment)		25,000	0%	50%	50%	0%	0%	0%	0%	100%	
Street Sweeping		53,000	0%	20%	20%	80%	0%	0%	0%	100%	
Contracted Drainage Repair		50,000	0%	0%	0%	0%	80%	0%	0%	100%	
West Nile Virus Mosquito Control		25,000	0%	10%	10%	0%	40%	0%	0%	100%	
Miscellaneous		3,800	0%	20%	20%	0%	80%	0%	0%	100%	
Laundry		3,100	0%	20%	20%	0%	80%	0%	0%	100%	
Dues, Schools, and Conf.		700	0%	20%	20%	0%	80%	0%	0%	100%	
Computer Maintenance		4,522	0%	20%	20%	0%	80%	0%	0%	100%	
Computer Replacement		1,115	0%	20%	20%	0%	80%	0%	0%	100%	
Equipment Rental Maintenance		42,120	0%	20%	20%	0%	80%	0%	0%	100%	
Equipment Rental Replacement		49,094	0%	20%	20%	0%	80%	0%	0%	100%	
Interfund Insurance		22,107	0%	20%	20%	0%	80%	0%	0%	100%	
Facility Repair/Replacement		1,362	0%	20%	20%	0%	80%	0%	0%	100%	
Equipment - Ford F450 Truck		-	0%	20%	20%	0%	80%	0%	0%	100%	

City of Des Moines 2012 Rate Study Cost Allocation

Functional Allocations		2013	Base		Water Quality		Water Quantity		As All Others	TOTAL	Allocation Basis
			Direct	Indirect	Direct	Indirect	Direct	Indirect			
NPDES Permit Program											
Salaries & Wages	186,084	0%	50%	50%	0%	0%	0%	0%	0%	100%	
Overtime	900	0%	50%	50%	0%	0%	0%	0%	0%	100%	
Personnel Benefits	90,301	0%	50%	50%	0%	0%	0%	0%	0%	100%	
Employee Med. Contribution	(2,528)	0%	50%	50%	0%	0%	0%	0%	0%	100%	
Office/Operating Supplies	400	0%	50%	50%	0%	0%	0%	0%	0%	100%	
SM Tools & Equipment	1,000	0%	50%	50%	0%	0%	0%	0%	0%	100%	
SM Tools & Equipment >\$1,000<\$5,000	5,000	0%	50%	50%	0%	0%	0%	0%	0%	100%	
Professional Services	15,000	0%	50%	50%	0%	0%	0%	0%	0%	100%	
Travel Expenses	500	0%	0%	100%	0%	0%	0%	0%	0%	100%	
Miscellaneous	5,000	0%	50%	50%	0%	0%	0%	0%	0%	100%	
Dues, Schools, and Conference	1,500	0%	0%	100%	0%	0%	0%	0%	0%	100%	
NPDES Permit Fee	16,000	0%	50%	50%	0%	0%	0%	0%	0%	100%	
Computer Interfund-Maintenance	6,556	0%	0%	100%	0%	0%	0%	0%	0%	100%	
Computer Interfund-Replacement	1,115	0%	0%	100%	0%	0%	0%	0%	0%	100%	
Interfund Insurance	5,804	0%	0%	100%	0%	0%	0%	0%	0%	100%	
Equipment - Cityworks Program	-	0%	0%	100%	0%	0%	0%	0%	0%	100%	
Equipment - GPS Mapping Tool	-	0%	0%	100%	0%	0%	0%	0%	0%	100%	
Capital											
Allocation	-	0%	0%	0%	0%	0%	0%	0%	100%	100%	
Capital Projects	-	0%	0%	0%	0%	0%	0%	0%	100%	100%	
Other											
Energy Savings Program	-	0%	0%	0%	0%	0%	0%	0%	100%	100%	
Transfer Out - Fund 220	657	0%	0%	0%	0%	0%	0%	0%	100%	100%	
Add'l O&M from CIP	-	0%	0%	0%	0%	0%	0%	0%	100%	100%	
Total Operating Expenses	\$ 2,232,909	\$ 507,355	\$ 275,787	\$ 355,688	\$ 317,834	\$ 575,540	\$ 200,705				
Percentages		24.97%	13.57%	17.50%	15.64%	28.32%					
Allocation of "As All Others"		\$ 50,108	\$ 27,237	\$ 35,129	\$ 31,390	\$ 56,842	\$ (200,705)				
TOTAL O&M	\$ 2,232,909	\$ 557,463	\$ 303,024	\$ 390,817	\$ 349,224	\$ 632,381	\$ -				
Allocation Percentages		24.97%	13.57%	17.50%	15.64%	28.32%	0.00%				

City of Des Moines
2012 Rate Study
Cost Allocation

Functional Allocations		2013	Base		Water Quality		Water Quantity		As All Others	TOTAL	Allocation Basis			
				Direct	Indirect	Direct	Indirect	Direct	Indirect					
Cash Operating Expenses	\$	2,232,909	24.97%	13.57%	17.50%	15.64%	28.32%	0.00%		100%	As O&M			
Transfers to Capital Fund / Capital Expenses		709,484	0%	0%	0%	0%	0%	100%		100%	As All Others			
less: Non-Rate Revenues		(239,233)	0%	0%	0%	0%	0%	100%		100%	As All Others			
Net Cash Flow		(338,215)	0%	0%	0%	0%	0%	100%		100%	As All Others			
Rate Revenue Requirement	\$	2,364,945	\$	557,463	\$	303,024	\$	390,817	\$	349,224	\$	632,381	\$	132,036
Percentages			24.97%	13.57%	17.50%	15.64%	28.32%							
Allocation of "As All Others"			\$	32,964	\$	17,918	\$	23,110	\$	20,650	\$	37,394	\$	(132,036)
TOTAL RATE REVENUE REQUIREMENT	\$	2,364,945	\$	590,426	\$	320,943	\$	413,927	\$	369,874	\$	669,775	\$	-
Allocation Percentages			24.97%	13.57%	17.50%	15.64%	28.32%							0.00%

City of Des Moines

2012 Rate Study

Rate Design

Rate Design	Base	Water Quality		Water Quantity		Total
		Direct	Indirect	Direct	Indirect	
Revenue Requirements	\$ 590,426	\$ 320,943	\$ 413,927	\$ 369,874	\$ 669,775	\$ 2,364,945
Weighted Number of EBUs [a]	14,311	13,752	14,311	13,752	14,311	
Monthly Rates per EBU	\$ 3.44	\$ 1.94	\$ 2.41	\$ 2.24	\$ 3.90	\$ 13.93
Single Family Residential Customers						
Small (0.68 EBU)	\$ 3.44	\$ 1.32	\$ 1.64	\$ 1.53	\$ 2.66	\$ 10.59
Medium (1 EBU)	\$ 3.44	\$ 1.94	\$ 2.41	\$ 2.24	\$ 3.90	\$ 13.93
Large (1.57 EBU)	\$ 3.44	\$ 3.04	\$ 3.77	\$ 3.51	\$ 6.10	\$ 19.87
Discounted Rate for On-site Mitigation (per EBU)						
With Full Credit	\$ 3.44	\$ -	\$ 2.41	\$ -	\$ 3.90	\$ 9.75
With Partial Credit [b]	\$ 3.44	\$ 0.97	\$ 2.41	\$ 1.12	\$ 3.90	\$ 11.84

[a] Assumes 5% of non-single family residential customers would benefit from full discount, and 10% of non-single family residential customers would benefit from partial discount.

[b] Assumes partial credit amount is 50% of direct water quality and water quantity costs.

APPENDIX III: COUNCIL PACKET



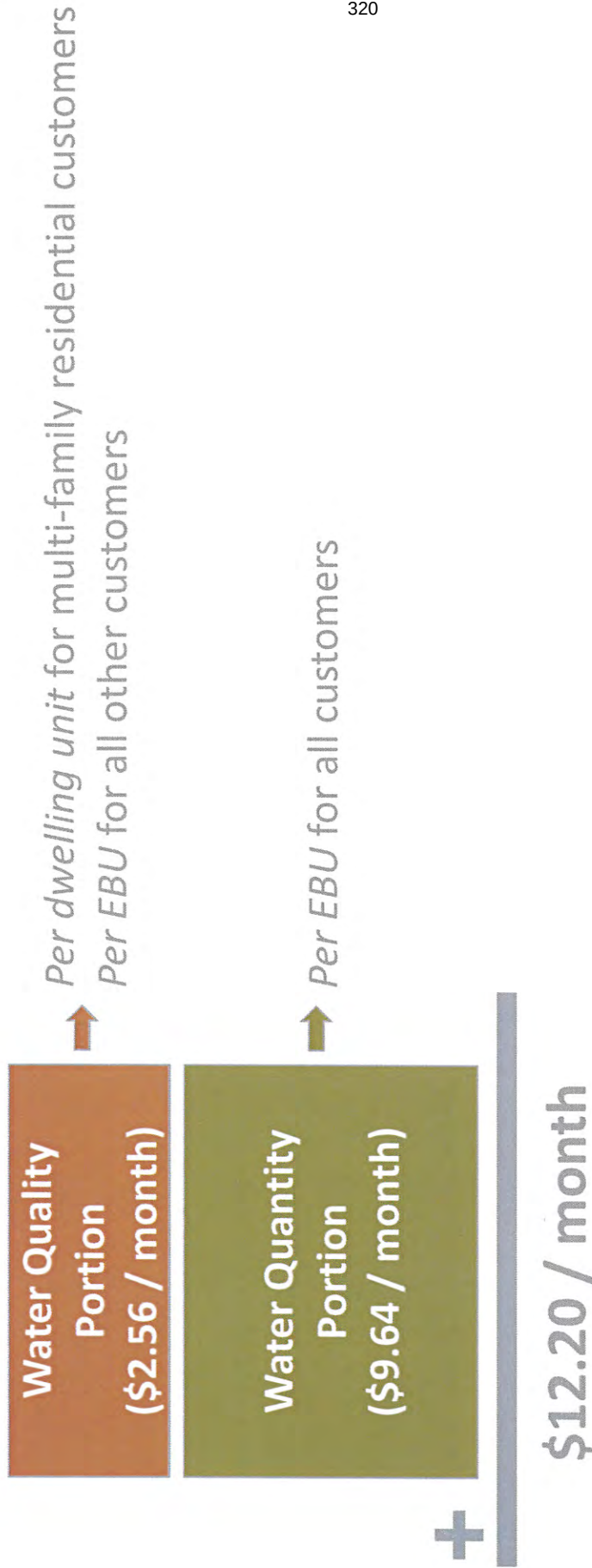
City of Des Moines

Stormwater Rate Study Draft Results May 23, 2013

- ❖ Develop Rate Structure Policy Framework
 - Rate structure alternatives
 - Private streets and public right-of-way
 - Rate credits
 - Multi-family rates
 - Rates to public entities
- ❖ Revenue Neutral Rate Analysis
 - Recalculate equivalent billing unit (EBU) value and resulting total EBUs
 - Develop rate structure alternatives incorporating outcomes of the policy discussion

Existing Rate Structure

- ❖ Existing rate structure consists of two components:



- ❖ One equivalent billing unit (EBU) is equal to one single family residential dwelling; 2,400 sq. ft. of impervious surface area for non-single family residential customers.

Existing Credit Policy

- ❖ Low-income elderly or disabled customers receive a 30% rate discount.
- ❖ Private streets receive a 30% rate discount.
- ❖ There are no other rate credits or discounts offered to customers.

Rate Structure Recommendations

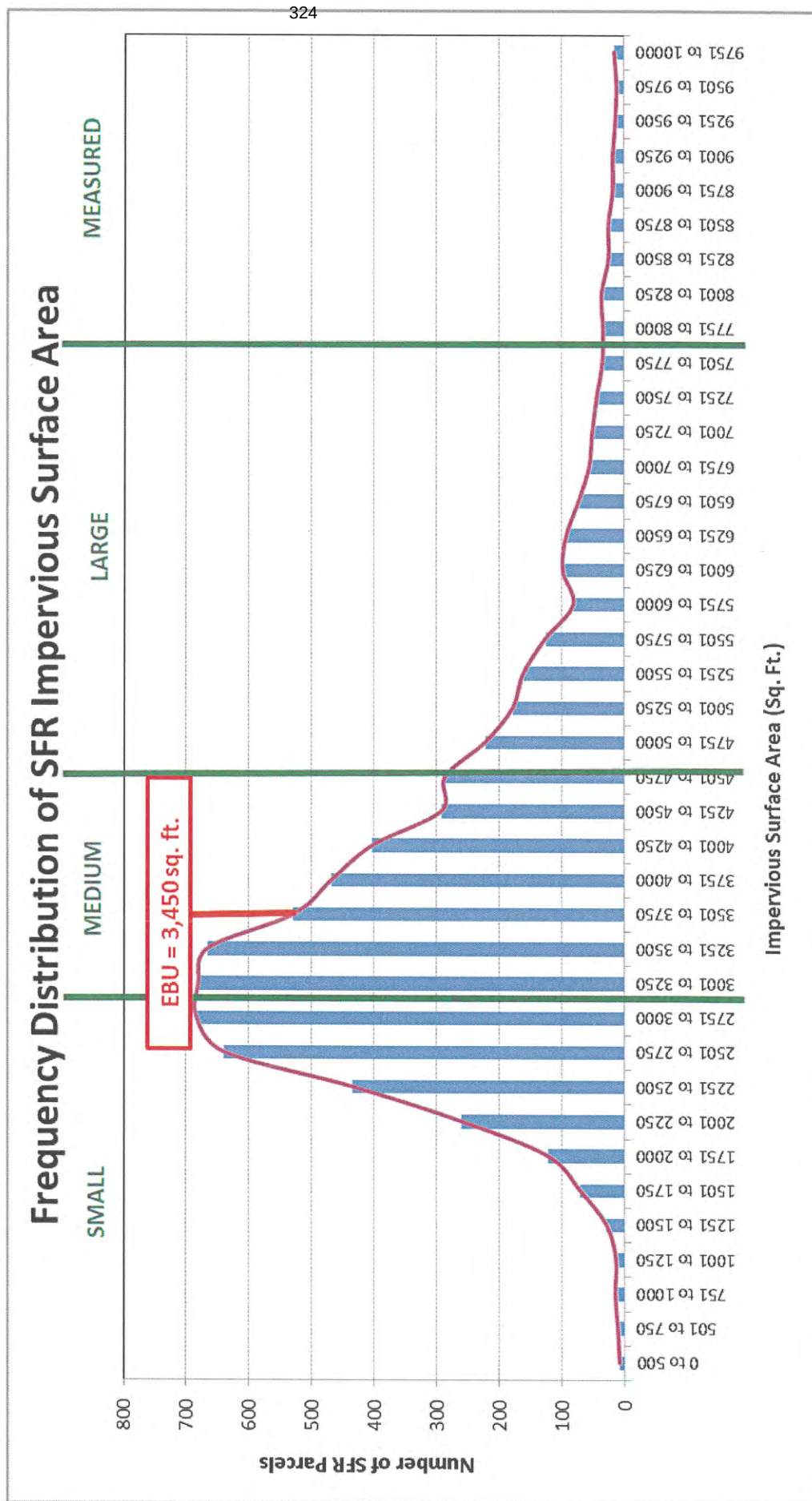
- ❖ Maintain the impervious rate basis
 - Impervious surface area is widely used and accepted as an appropriate measure of a property's contribution of runoff, providing a clear relationship, or "rational nexus", to service received from a stormwater program.
- ❖ Update the EBU definition to reflect the current average impervious surface area of single family residential customers.
 - Create tiered approach for small, medium, large, and extra large footprints
 - Charge extra large parcels based on measured impervious surface area
- ❖ Recalculate the water quality and water quantity rate components based on the utility's current program costs.
- ❖ Charge multi-family residential customers based on impervious surface area for both the water quality and water quantity components – similar to commercial customers. Eliminate per dwelling unit approach for multi-family customers.

Rate Structure Recommendations (continued)

- ❖ Private Streets and Public Right-of-Ways
 - Continue to exempt public streets because they are part of the stormwater conveyance system.
 - Continue charging private streets, provide rate credits within the framework of a broader credit policy for on-site mitigation measures.
- ❖ Rate Credits / Discounts
 - Continue providing low-income senior or disabled rate discounts.
 - Institute a rate credit policy for qualifying on-site mitigation.

EBU Definition Update

- ❖ City staff measured each single family residential parcel using geographic information system (GIS) data and techniques.



Impervious Surface Area (Sq. Ft.)

EBU = 3,450 sq. ft.

SMALL MEDIUM LARGE MEASURED

Number of SFR Parcels

Frequency Distribution of SFR Impervious Surface Area

0 to 500 501 to 750 751 to 1000 1001 to 1250 1251 to 1500 1501 to 1750 1751 to 2000 2001 to 2250 2251 to 2500 2501 to 2750 2751 to 3000 3001 to 3250 3251 to 3500 3501 to 3750 3751 to 4000 4001 to 4250 4251 to 4500 4501 to 4750 4751 to 5000 5001 to 5250 5251 to 5500 5501 to 5750 5751 to 6000 6001 to 6250 6251 to 6500 6501 to 6750 6751 to 7000 7001 to 7250 7251 to 7500 7501 to 7750 7751 to 8000 8001 to 8250 8251 to 8500 8501 to 8750 8751 to 9000 9001 to 9250 9251 to 9500 9501 to 9750 9751 to 10000

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EBU Definition Update

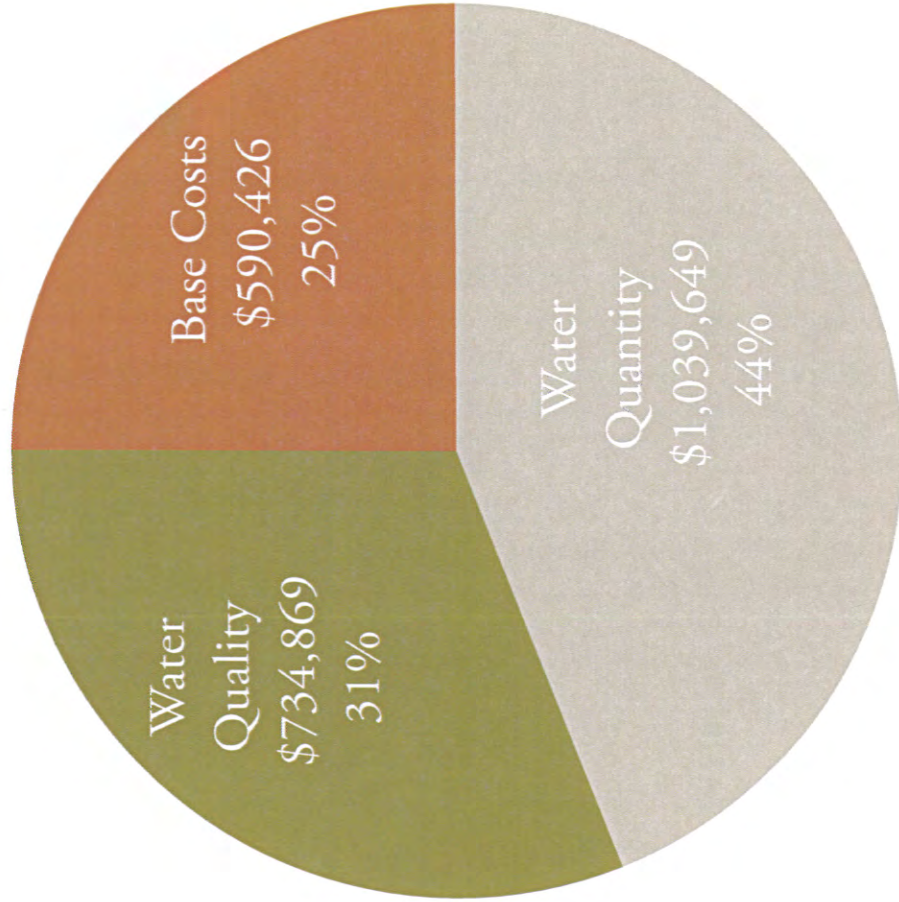
- ❖ One EBU is set equal to 3,450 square feet of impervious surface area.

Tier Classifications & Tresholds	No of Customers	% Shares	Avg. ISA
Small (0 to 2,800 sq. ft.)	1,739	25.5%	2,341
Medium (2,800 to 4,350 sq. ft.)	3,408	50.1%	3,471
Large (4,350 to 7,500 sq. ft.)	1,660	24.4%	5,402
subtotal	6,807	100.0%	3,653
Measured (> 7,500 sq. ft.)	440		
TOTAL	7,247		

Equivalent Billing Unit Conversions		
Small (0 to 2,800 sq. ft.)	2,350 / 3,450 =	0.68 EBU
Medium (2,800 to 4,350 sq. ft.)	3,450 / 3,450 =	1.00 EBU
Large (4,350 to 7,500 sq. ft.)	5,400 / 3,450 =	1.57 EBU

Functional Breakdown of Utility Costs

2013 Budgeted Rate Revenues
\$2,364,945



Calculated Monthly Rates

Rate Design	Base	Water Quality		Water Quantity		Total
		Direct	Indirect	Direct	Indirect	
Revenue Requirements	\$ 590,426	\$ 320,943	\$ 413,927	\$ 369,874	\$ 669,775	\$ 2,364,945
Weighted Number of EBUs [a]	14,311	13,752	14,311	13,752	14,311	
Monthly Rates per EBU	\$ 3.44	\$ 1.94	\$ 2.41	\$ 2.24	\$ 3.90	\$ 13.93
Single Family Residential Customers						
Small (0.68 EBU)	\$ 3.44	\$ 1.32	\$ 1.64	\$ 1.53	\$ 2.66	\$ 10.59
Medium (1 EBU)	\$ 3.44	\$ 1.94	\$ 2.41	\$ 2.24	\$ 3.90	\$ 13.93
Large (1.57 EBU)	\$ 3.44	\$ 3.04	\$ 3.77	\$ 3.51	\$ 6.10	\$ 19.87
Discounted Rate for On-site Mitigation (per EBU)						
With Full Credit	\$ 3.44	\$ -	\$ 2.41	\$ -	\$ 3.90	\$ 9.75
With Partial Credit [b]	\$ 3.44	\$ 0.97	\$ 2.41	\$ 1.12	\$ 3.90	\$ 11.84

[a] Assumes 5% of non-single family residential customers would benefit from full discount, and 10% of non-single family residential customers would benefit from partial discount.

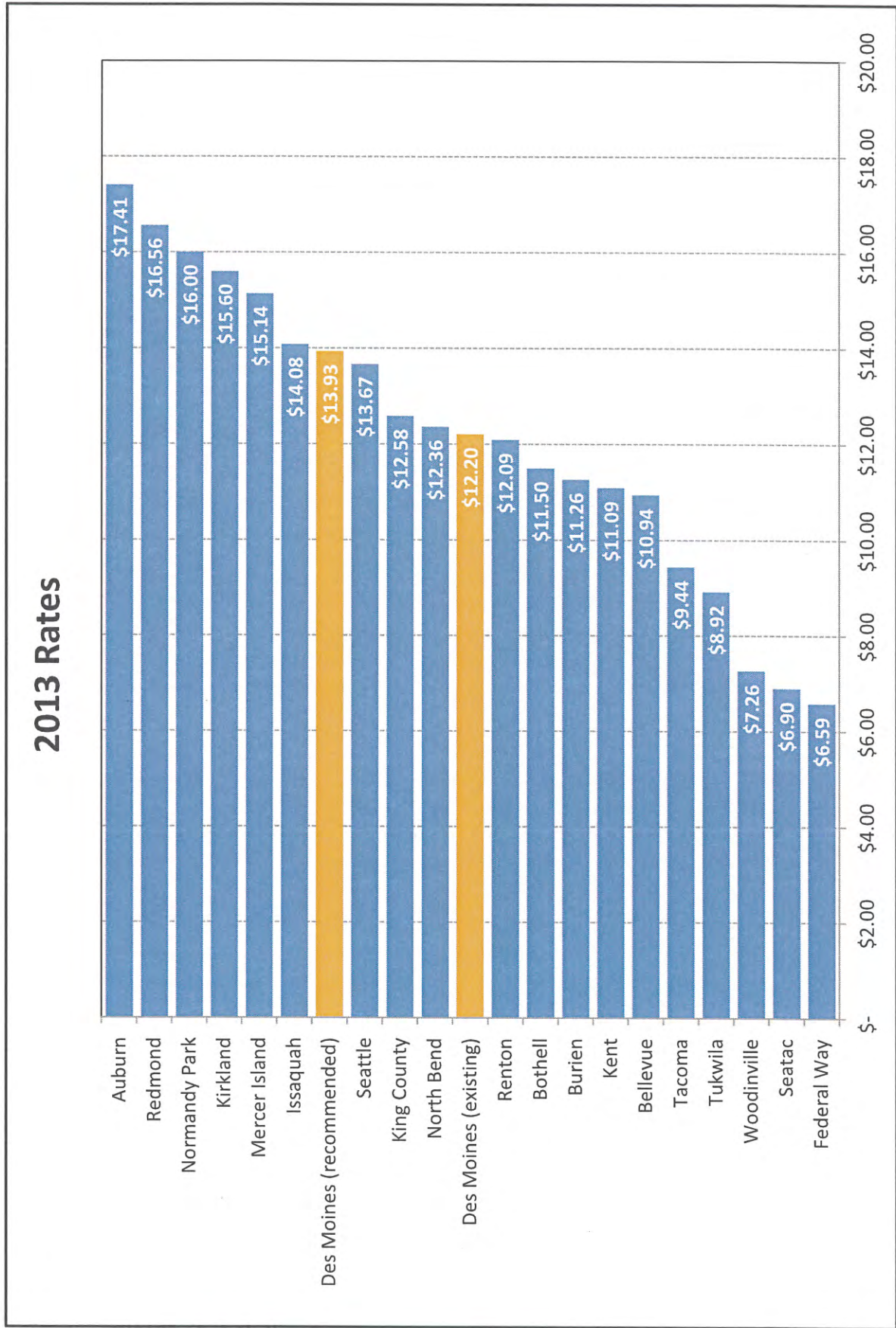
[b] Assumes partial credit amount is 50% of direct water quality and water quantity costs.

Creditable Rate Portion

Implementation of the New Rate Structure

- ❖ Regularly inspect for proper maintenance of on-site facilities, and require periodic renewal / application process for rate credits.
- ❖ Amount of credit will be dependent on site-specific analysis by City staff.
- ❖ Credits for on-site mitigation measures will be only available for qualifying non-single family residential customers and qualifying private streets.

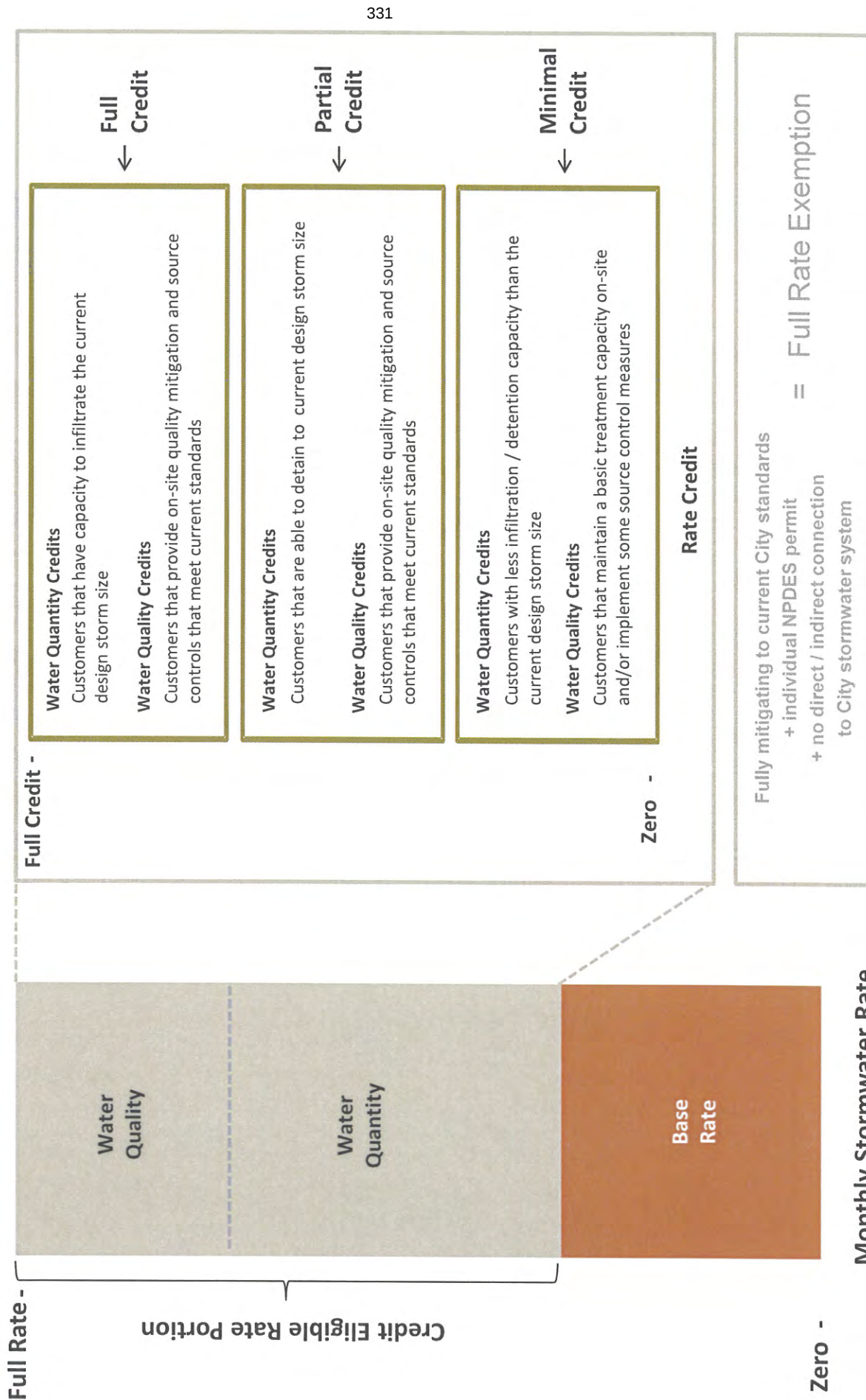
Comparison of Rates with Other Jurisdictions



Other Issues / Questions

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Application of Credit Approach



Assumptions Used in the Rate Analysis

- ❖ Number of EBU's that benefit from rate discounts for having and maintaining on-site mitigation measures
 - 5% with full credit
 - 10% with partial credit
- ❖ Rate discounts are assumed to be
 - 100% for full credit
 - 50% for partial credit
- ❖ Actual credit amounts (i.e. percentage of rate discounts) will be determined based on site analysis by City staff upon property owners' application
 - Calculated rates will provide for the maximum allowable credit amount

Office of the City Attorney

Legal Opinion



DATE: July 18, 2013

OPINION PREPARED FOR THE USE OF: The Des Moines City Council

SUBJECT: Surface Water Management Program (SWM) - Stormwater Rate Study and Rate Calculations

ISSUES

- (1) Should the City exempt from stormwater rates private streets to the same extent as public streets are exempted; and
- (2) Should private streets receive the same services as public streets at no additional costs to the owners of the private streets?

Short Answers:

- (1) No, a total exemption for property owners on private streets is not appropriate for the reasons stated below but rate adjustments for those property owners actions that benefit the stormwater utility would be appropriate.
- (2) No, rate adjustments may be appropriate for property owners who sweep private streets but services by the City at no additional costs to private street owners is not appropriate.

BACKGROUND

The City's Stormwater Utility retained Financial Consulting Solutions Group, Inc. (FCS) to determine the rate structure for the stormwater utility. FCS prepared and presented the *Stormwater Rate Study – Preliminary Draft Results* to the Environment Committee on April 11, 2013. FCS provided the *Stormwater Rate Study Results* to the Council on May 23, 2013 and the *Draft Report for the Stormwater Rate Structure Study – July 2012*, attached to the July 25, 2013 Council Packet. As part of the *Stormwater Rate Study Results*, FCS also presented five Issue Papers:

1. Stormwater Rate Structure
2. Stormwater Fees for Private Streets (Exhibit 1)
3. Stormwater Rate Credits (Exhibit 2)
4. Stormwater Multifamily
5. Stormwater Public Institution Rates. (Exhibit 3)

The rate and rate structure has been an issue of discussion by the City's Environment Committee since June 14, 2012.

During the review and discussion of the FCS Study at the Council meeting on May 23, 2013, Councilmember Scott made the following motion:

...to direct staff to prepare an ordinance for adjusting the Surface Water Management Utility rate structure as recommended by Financial Consulting Solutions Group, except that private streets, that are non-limited access roads and streets built to what was required for approval of the plat, are exempted from fees in a similar manner as public streets, and private streets will receive the same services as public streets. The amendment passed 4-3 (Des Moines City Council Regular Meeting of May 23, 2013; (Exhibit 4).

On July 11, 2013 staff presented two Draft Ordinances to the Environment Committee entitled Engineering's Second Draft Ordinance and Engineering's Second Draft Ordinance Alternate A. Engineering's Second Draft Ordinance contained the language from the above stated motion as requested by Council. Alternate A is the draft ordinance that both FCS and the City staff recommend. Both Draft Ordinances will be presented to Council as new business on July 25, 2013 for first reading. The basis for the recommendation for approval of Alternate A is as follows:

DISCUSSION

1. Applicable Law

The City's surface water management program (SWM) was established by Ordinance 832 in 1989. (The Supreme Court approved stormwater utility funding in *Teter v. Clark County*, 104 Wn.2d 227 (1985)). The authority for cities to establish a sewerage system (which includes storm or surface water sewers) is established in chapter 35.67 RCW.

RCW 35.67.020 grants cities the authority to construct storm water systems and fix rates and charges for that system and to classify services and facilities.

(1) Every city and town may construct, condemn and purchase, acquire, add to, maintain, conduct, and operate systems of sewerage and systems and plants for refuse collection and disposal together with additions, extensions, and betterments thereto, within and without its limits. Every city and town has full jurisdiction and authority to manage, regulate, and control them and, except as provided in subsection (3) of this section, to fix, alter, regulate, and control the rates and charges for their use.

(2) Subject to subsection (3) of this section, the rates charged under this section must be *uniform for the same class of customers or service and facilities furnished*. In classifying customers served or service and facilities furnished by such system of sewerage, the city or town legislative body may in its discretion consider any or all of the following factors:

(a) The difference in cost of service and facilities to the various customers;

- (b) The location of the various customers within and without the city or town;
- (c) The difference in cost of maintenance, operation, repair, and replacement of the various parts of the system;
- (d) The different character of the service and facilities furnished various customers;
- (e) The quantity and quality of the sewage delivered and the time of its delivery;
- (f) The achievement of water conservation goals and the discouragement of wasteful water use practices;
- (g) Capital contributions made to the system, including but not limited to, assessments;
- (h) The nonprofit public benefit status, as defined in RCW 24.03.490, of the land user; and
- (i) Any other matters which present a reasonable difference as a ground for distinction.

[RCW 35.67.020(3) The rate a city or town may charge under this section for storm or surface water systems...shall be reduced by a minimum of ten percent for any new or remodeled commercial building that utilizes a permissive rainwater harvesting system.]

RCW 35.67.025 and RCW 35.92.021 specifically allow for credits for in-kind services:

RCW 35.67.025 Public property subject to rates and charges for storm water control facilities.

Except as otherwise provided in RCW 90.03.525, any public entity and public property, including the state of Washington and state property, shall be subject to rates and charges for storm water control facilities to the same extent private persons and private property are subject to such rates and charges that are imposed by cities and towns pursuant to RCW 35.67.020. In setting these rates and charges, consideration may be made of in-kind services, such as stream improvements or donation of property.

RCW 35.92.021 – Public property subject to rates and charges for storm water control facilities.

Except as otherwise provided in RCW 90.03.525, any public entity and public property, including the state of Washington and state property, shall be subject to rates and charges for storm water control facilities to the same extent private persons and private property are subject to such rates and charges that are imposed by cities and towns pursuant to RCW 35.92.020. In setting these rates and charges, consideration may be made of in-kind services, such as stream improvements or donation of property.

Pursuant to chapter 11.08 DMMC Surface Water Management Program and specifically DMMC 11.08.040:

The Des Moines SWM shall be self-supporting and shall be funded by service charges, grants and loans; except from time to time the city council may direct transfer of funds to SWM from other sources.

2. The Stormwater Utility - Generally

The City's budget contains numerous fund types. The general fund is the fund that pays most of the operating costs of general government. The City has two enterprise funds SWM and the Marina. Unlike a general fund department such as police, parks and recreation, etc., utilities must pay for their cost to operate. Utilities operate as a business enterprise within the City's overall budget. Charges for services and grants should cover the operating expenses, capital outlay, plus set aside funds for debt and capital projects. Because revenues generated by the utility can only be used for the benefit of the utility the costs attributable to the utility must be appropriate utility costs and the rates charged by the utility must allow for equity among ratepayers.

The SWM Utility's operating budget is like a pie, the whole pie represents the costs to ratepayers to provide the revenue necessary to maintain the SWM. The SWM is fee for services, it is not a tax. The fees charged must substantially relate to that customer's proportionate share of the utility's cost. Any exemptions or credits granted by the Council for one group of ratepayers pushes those costs off to the remaining ratepayers. Because the rates are not subject to review by any outside agency other than a court of law, the Council must be able to assure ratepayers that any rates that are exempted or credited are done so for rational and valid reason.

SWM like other utilities (water, sewer, electricity) are essentially self support enterprises operated by the City. Utility rates are fixed by ordinance as a legislative matter and are not subject to the jurisdiction or review by the Utilities and Transportation Commission (RCW 35.67.020); (*McCormacks, Inc. v. Tacoma*, 170 Wash 103 (1932)). While fixing rates is a legislative matter, the City is obligated to ensure that the rates charged to ratepayers by a municipal utility are fair, reasonable, just, uniform and non-discriminatory and the City must also ensure that the integrity of the utility fund is protected. *Hillis Homes, Inc. v. Public Utility Dist. No. 1 of Snohomish County*, 105 Wn.2d 288 (1986).

Upon a showing that the City's rates are unreasonable, the City is obligated to show lawful conditions that justify the rate differential based upon logic and equity. *Faxe v. Grandview*, 48 Wn.2d 342 (1956).

The Accountancy Act, at chapter 43.09 RCW specifically RCW 43.09.210 requires that local governments keep separate accounts for every "appropriation or fund" and that:

all service rendered by, or property transferred from, one department, public improvement, undertaking, institution, or public industry to another, shall be paid for at its true and full value..."

ANALYSIS

- 1. Should the City exempt from stormwater rates private streets to the same extent as public streets are exempted ?**

Part of the motion made by the Council in directing staff to return with a draft stormwater rate structure ordinance contained the following language:

to direct staff to prepare an ordinance for adjusting the Surface Water Management Utility rate structure as recommended by Financial Consulting Solutions Group, except that private streets, that are non-limited access roads and streets built to what was required for approval of the plat, are *exempted* from fees in a similar manner as public streets. (Exhibit 3)

The position of FCS and staff is set out in Issue Paper #1(Exhibit 1), Issue Paper #2 (Exhibit 2) and Issue Paper #5 (Exhibit 3).

Issue Paper #5: (Exhibit 3) specifically provides:

Recommendation: We recommend that the City charge public property the same as any other customers. Credits, as we had laid out in Issue Paper #3, would also apply to all customer types, including schools. The City should, however, exempt or discount City streets because they serve as part of the stormwater conveyance system.

In regard to private streets, Issue Paper #2 (Exhibit 1) states:

Recommendation: Public streets should continue to be exempted from the stormwater rates as they are considered a key part of the stormwater conveyance system. Private streets should continue to be charged as non-residential property and charged a discounted stormwater fee to recognize the contribution of runoff generated by City streets, but at the same time acknowledge the benefit of City streets to the stormwater system, which is the standard approach in the industry. The issue of charges to private streets may be addressed more equitably by quantifying the offsetting contribution and benefit to determine a more exact portion of the rate to be charge to private streets.

DMMC 11.12.080 Rate adjustments provides:

(1) Any person billed for service charges may file a “Request for Rate Adjustment” with the surface water management division within three years of the date from which the bill was sent. However, filing of such a request does not extend the period for payment of the charge.

FCS’s analysis is similar to the courts findings in *Post v. City of Tacoma*, 139 Wn.App. 1074 (2007) (unreported) review denied 163 Wn.2d 1038 (2008)¹ In *Post*, the City of Tacoma, as here in Des Moines, determined that its streets, curbs, and gutters provide a benefit to the stormwater utility because they gather and transport storm water. Following oral arguments, the trial court granted the Tacoma’s motion for summary judgment and denied Post’s cross-motion for declaratory relief. It found that (1) the storm water and waste water disposal charges imposed by the City were regulatory fees, not taxes, and therefore were a proper exercise of the City’s police power; (2) Post had not shown that the rate structure was unreasonable,

¹ Case law and the tests developed in other utility vs. general fund cases are cited above, *Post* was unreported. It is cited here because it is a stormwater case and because it presents the decision in a comprehensive manner.

arbitrary, or capricious; and (3) the ordinance excluding direct charges to the City for services that provide an in-kind benefit to the utility is not an unconstitutional tax.

(There have been a number of utility rate challenges decided by the courts in the last few years questioning whether the costs were properly general fund or utility charges. See *Okeson v. City of Seattle*, 150 Wn. 2d 540 (2003) (for street lights); and *Lane v. City of Seattle*, 164 Wn. 2d 875 (2008) (fire hydrants).)

While FCS acknowledges the contribution to the stormwater system from private streets that contribution from private streets is not as great as the City's contribution in providing a comprehensive stormwater system. In *Tukwila School Dist. No. 406 v. City of Tukwila* 140 Wash. App. 735, 749-750 (2007) the school district challenged the City's ability to assess stormwater fees in light of the fact that the school district had been required to provide on site mitigation measures:

The School District argues it should not have to pay the fees because the City has already required it to build expensive retention/detention systems to contain the storm and surface water its properties generate. The problem with this argument is that private systems do not eliminate the District's impact on the storm and surface water utility. The City requires some landowners with significant impervious surfaces on their property to build surface and stormwater systems on their own property to reduce the rate at which water flows into the municipal system. But this does not eliminate the problem.

Retention/detention systems merely slow the flow of storm and surface water entering the system. Ultimately, it must all flow through the City's system. On the other hand, rainwater harvesting systems remove water from the storm and surface water system, and landowners who use them pay reduced fees because they have reduced their impact on the system. Accordingly, the City may reduce fees for rainwater harvesting but not do so for private surface and storm water retention and detention systems which are designed to slow, rather than eliminate, the rate of rainwater flow into the system. There is a direct relationship between the fee charged and the service provided...

The FCS study establishes a rate adjustment for those private streets that collect stormwater that then flows into the City's system. Because private streets do not eliminate stormwater flowing into the City's system it is not reasonable to exempt private streets from stormwater rates entirely. Private streets may contribute to the collection of stormwater but they do not eliminate the need for the City's system. In the alternative public streets also collect stormwater; however they provide the additional benefit of managing and operating the entire stormwater system which entitles them to an exemption from stormwater rates.

Pursuant to Alternate A private street property owners may apply for a rate credit based on performance standards and monitoring similar to the standards the City must meet. (There is a higher standard for industries having more of an impact on the stormwater system that are not relevant to this analysis and will not be addressed here.)

The rate adjustments sections of Draft Ordinance 13-123 and Draft Ordinance 13-123 Alternate A are compared on the attached Exhibit 5.

2. Should private streets receive the same services as public streets at no additional costs to the owners of the private streets?

Draft Ordinances 13-123, pp 8-9 provides:

Sec. 5. DMMC 11.12.060 and section 6 of Ordinance No. 860 as amended by section 2 of Ordinance No. 1187 as amended by section 1 of Ordinance No. 1230 are each amended to read as follows:

Service charges and services for private streets.

In recognition of the benefit to the public that have general access to private streets, private streets that meet the definition per this chapter and constructed to standards required for the approval of the plat, shall be exempted from the monthly service charge and shall, upon written agreement of the property owners, receive maintenance services such as street sweeping and catch basin cleaning at no cost. However, the city shall not assume any responsibility for any structural defects or failures of the system, or for the replacement of any of the facilities worn out through normal use. All costs for structural defects, failures, and replacements shall be borne by the property owners, and all such repairs and replacements shall be made at the expense of the owner and in a timely manner when so directed by the city. Private streets that do not meet the definition per this chapter shall be fully charged the monthly service charge and shall not be eligible to receive services.

The monthly service charge for private streets shall be computed on the same basis as commercial property, ~~except that the number of equivalent billing units derived therefrom shall be multiplied by 0.30 in computing the overall service charge.~~ Where private streets are in single ownership, the owner shall be responsible for all charges. Where private streets are not in single ownership, but subject to a maintenance agreement, residential properties served by the private street shall be billed equally on a pro rata basis.

FCS has opined in an email (Exhibit 5) as follows:

In response to your question about making stormwater rate credits available for private streets in which street sweeping is provided, I do think that a credit against the water quality portion of the rate (up to a maximum of 14%, based on a site-specific evaluation) would be warranted as long as the street sweeping can be demonstrated to be of benefit to the public stormwater system and hence the utility. It is our understanding that the sweeping of public streets is funded through the stormwater fund in the City of Des Moines, a critical factor in the determination of whether or not to provide credit for the qualifying sweeping of private streets.

The legal analysis remains the same, the City cannot provide an exemption from the costs of street sweeping to private street owners absent a benefit to the stormwater system. The Council could consider granting rate adjustments for the value of the street sweeping. Since the value for the street sweeping has not been considered as part of the current FCS Report, that

issue would have to be examined and brought back to the Council in the future for their consideration.

CONCLUSION

For all of the reasons stated above FCS, and the staff recommend the enactment of Draft Ordinance 13 - 123 Alternate A in the packet.



Pat Bosmans
City Attorney

PB:vs

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Issue Paper #2: Stormwater Fees for Private Streets February 1, 2013

Issue: The City's current practice is to charge private streets for their impervious surface area at 30 percent of the base rate, to recognize their offsetting role in stormwater conveyance. The City currently exempts publicly owned streets from the stormwater fee. The main issue in question - Should the City charge private streets a stormwater fee?

Analysis: Applicable statute (RCW 35.67.020 and RCW 35.92.020) grants discretion to city legislative bodies in the setting of rates and allowing for the consideration of such factors as differences in the cost and/or character of service provided and capital contributions made to the system.

When considering how to charge different types of customers, it is important to remember that a stormwater rate is a fee for service, not a tax. As such, the level of a customer's charge must substantially relate to that customer's proportionate share of the utility's costs. In terms of equity and legal defensibility, it is important to recognize the significance of that type of relationship when defining exemption because such policies could potentially move a utility away from the rational linkage between service delivered and the amount of the fee.

When a cost of service approach is used as the basis for fee evaluation, exemptions and credits should only be granted when the characteristics of a parcel or improvements to that property cause runoff to differ when compared to similar parcels.

The City's Right-of-Way Construction Standards and Requirements apply to both private and public streets. In comparing the characteristics of the private and public streets it does not appear that the characteristics for stormwater contribution would differ in a significant way. This would indicate they should both be treated in a similar manner.

However, the similar treatment of public streets and private streets diverges when considering the following regarding public streets: first, costs and revenues are coming from comparable "public" sources and, second, public streets can be considered part of the stormwater conveyance system. The conveyance system is a network of pipes primarily designed to intercept drainage from paved streets and transport it underground (generally under a roadway) to an open drainage way. Cities often choose to exempt their streets in recognition of the key role they play in this system.

It is commonly thought that charging public streets simply transfers money from one City fund to another. Administratively, this may be a valid perception. However, by not charging public property, the City may

not accurately and equitably allocate what can be viewed as an overhead cost borne to support the departments that use stormwater services because of their land holdings. Effectively, utility ratepayers bear the costs of stormwater management provided to other user-supported services or the general public. This is not an issue for private streets.

Private streets do not provide such a system-wide benefit. The streets are owned by private owners, homeowners associations, or management groups that are responsible only for stormwater related to the specific development.

The stormwater fee is collected for the purpose of maintaining the City's public stormwater system. The City's stormwater conveyance system includes much more than storm drains. Ditches, curbs, gutters, culverts and open stream channels all make up the citywide drainage system that conveys stormwater runoff away from structures and sites in a manner that minimizes the potential for flooding and erosion to ALL properties. Customers always benefit from adequate, properly functioning drainage and flood control systems that decrease the likelihood of flooding, erosion, and unlimited pollutants from surface and stormwater runoff. Customers also benefit from the regulation and monitoring of the properties above and around the property. Although, the property may have its own stormwater system that complies with best management practices, these devices are not absolute and pollutants generally still exit a property depending on a number of factors such as the intensity and duration of rainfall. The stormwater runoff is still conveyed to the public drainage system.

It is more common than not that each unit of a development with common property (private streets, common driveways and parking areas) such as townhouse developments, cluster unit developments or condominiums is responsible for the pro rata share of the total impervious surfaces of the common areas of the development.

Alternatives:

Arguably, there might be some alternative ways to address the issue of stormwater fees for private streets, among them, (1) condominiums could be charged on a per dwelling unit basis and (2) both private streets and sidewalks could be exempted.

First, charging condominiums as residential property would require a change to all multi-family properties. The stormwater rates currently charged to multi-family properties in the City are based mainly on impervious surface area, a common industry practice. Most instances where the rate per multi-family dwelling unit is higher than the single-family residential rate are when properties have a large amount of private streets and roadways.

Charging each multi-family unit the same rate as a single-family residential customer would penalize those many multi-family units who have less impervious surface area per unit. This approach would also move away from the relationship of impervious area as an equitable basis for stormwater contribution and instead be a per unit charge for multi-family that is less related to runoff contribution.

Exempting private streets and sidewalks, is perhaps a more problematic approach. The City would require public ownership or access to the private streets and sidewalks; otherwise the exemption could be considered a gifting of public funds – prohibited by law. Any change would have to be offered to all other private streets and sidewalks for consistency. This would result in a loss of revenue for the City that would need to be met through an increase in the rate to other customers.

On the contrary, the City has full access to public streets. Transportation improvement projects on these streets also address storm related elements and issues. The City maintains public streets to their required standards including the street sweeping program, which is not a requirement for private streets. This maintenance can also be considered stormwater conveyance system maintenance that is paid for by City streets.

Recommendation: Public streets should continue to be exempted from the stormwater rates as they are considered a key part of the stormwater conveyance system. Private streets should continue to be charged as non-residential property and charged a discounted stormwater fee to recognize the contribution of runoff generated by City streets, but at the same time acknowledge the benefit of City streets to the stormwater system, which is the standard approach in the industry.

The issue of charges to private streets may be addressed more equitably by quantifying the offsetting contribution and benefit to determine a more exact portion of the rate to be charged to private streets.



Issue Paper #3: Stormwater Rate Credits February 1, 2013

Issue:

City of Des Moines Municipal Code Section 11.12.080 provides for rate adjustments when the amount charged “was not calculated in accordance with the terms of this chapter.” When is it reasonable (or required) to provide additional rate credits / adjustments for stormwater customers who mitigate their stormwater impacts and what is a rational basis for such credits?

RCW 90.03.510 authorizes such credits, stating that:

“Whenever a county, city, town, water-sewer district, or flood control zone district imposes rates or charges to fund storm water control facilities or improvements and the operation and maintenance of such facilities or improvements under RCW 35.67.020, 35.92.020, 36.89.080, 36.94.140, 57.08.005, or 57.08.081, it may provide a credit for the value of storm water control facilities or improvements that a person or entity has installed or located that mitigate or lessen the impact of storm water which otherwise would occur.”

Alternatives:

A review of potential credit bases / approaches reveals a number of alternatives.

- ♦ **On-site retention / detention.** Many residential subdivisions and commercial developments provide on-site retention / detention facilities as a condition of development, often maintaining such facilities as well. There are several ways to structure a potential rate credit for on-site retention / detention, the following among them:
 - ♦ **Performance against current standards.** Rate credits may be structured to reward customers who provide mitigation to current development standards, while offering lesser or no credits for mitigation that does not meet current development standards.
 - ♦ **Current vs. older standards for quantity and quality management.** Quantity and quality standards have increased greatly over the years. The City could offer credits by time of development, in order to reflect the benefit received from customers who help meet this historical change in stormwater management standards.
- ♦ **Customers covered by NPDES stormwater permits.** In order to protect the quality of receiving waters, the federal Clean Water Act requires a National Pollutant Discharge Elimination System (NPDES) permit for stormwater generated by specific industrial activities. The NPDES permit typically requires performance standards, monitoring,

and additional treatment of runoff generated by permitted industrial activities.

Under the NPDES permitting program, the specific stormwater detention and treatment measures that are required vary from permittee to permittee. Furthermore, industrial sites, which typically are subject to NPDES permitting requirements, are exempt from the program if 100% of their stormwater runoff is detained and treated.

As a result, the fact that a development is subject to NPDES permitting requirements may not tell the whole story regarding the stormwater mitigation measures it must incorporate. In the consideration of granting credits for individual permittees, it is important to remember that the City could instead provide credits for customers providing qualifying on-site mitigation including detention, treatment, and infiltration.

- ◆ **Infiltration.** Impervious surfaces, among other development features, prevent water from infiltrating the soil and replenishing the groundwater supply (if any). Customers that infiltrate their runoff may benefit both the City's drinking water system, by recharging the aquifer, and the City's stormwater system and receiving waters, by reducing the required size of system facilities. However, allowing infiltration also requires that the City work with owners to reduce contamination risks from such systems. Another factor to consider is the fact that not all stormwater is actually infiltrated; instead, infiltration systems are still connected to the public system via overflow piping.
- ◆ **Low-impact development, green building, and rainwater harvesting.** Low-impact development (LID) techniques, such as rainwater harvesting, permeable pavement, open space retention, bio-retention swales and rain gardens could also be worthy of credits. Other aspects of LID – such as green “vegetated” roofs – may affect the “effective” impervious area of a development or home if properly maintained.

Green building techniques include site planning to take greater advantage of natural site features, achieving LEED or Built Green certification, planting drought-resistant native landscaping, amending soils with compost, reducing impervious surface area, minimizing site disturbance during development, and previously noted low-impact development features. Implementing these techniques will result in increased natural resource conservation, lower home operating costs, and better stewardship of the City's drinking water aquifer. Other than its LID aspects, green building techniques are not strongly linked to a reduction in stormwater utility costs. The one aspect that is directly related to smaller service requirements is the minimization of impervious surface area.

A credit for low-impact development would recognize the fact that effective impervious area can be much smaller than the impervious surface area that is measured from aerial photographs (due to roof rainwater collection systems, permeable paving, vegetated roofs, etc.). An LID credit may be further supported by the fact that even when the effective impervious area of such a development is the same as other, conventional residential developments, other LID practices such as vegetation replacement typically result in reduced runoff from the property.

- ◆ **Dedicated open space.** Developments incorporate design techniques that concentrate residences or other buildings in a compact area of the development site (lot clustering) and provide open space and natural areas elsewhere, protected by an easement. Such techniques can reduce runoff, mitigate stormwater quality, and help maintain the amount of water recharging the City's aquifer.

Open space developments have many benefits in comparison to the conventional subdivisions that they replace: they can reduce impervious surface area (ISA), stormwater pollutants, construction costs, grading, and the loss of natural areas. In addition to the minimization of ISA, the preserved natural areas and tree canopy can significantly mitigate the stormwater runoff created by the buildings on site. Therefore, although affected by the slope characteristics of the property, the preserved portion of the site acts to reduce the effective impervious area of the development and provides a meaningful benefit to the public system when runoff is adequately dispersed.

Analysis:

When considering how to charge, or credit, different types of customers, it is important to remember that a stormwater rate is a fee for service, not a tax. As such, the level of a customer's charge must somewhat relate to that customer's proportionate share of the utility's costs. In terms of equity and legal defensibility, it is important to recognize the significance of that type of relationship when defining exemption or credit policies because such policies could potentially move a utility away from the rational linkage between service delivered and the amount of the fee.

A stormwater utility's service to its customers and the community it serves can be analyzed in two functional categories: controlling and reducing stormwater runoff (i.e. water quantity), and controlling and managing pollutants (i.e. water quality). The broader questions to address in establishing credits are (1) whether a rate payer help the utility reduce its costs (or not to incur additional costs) by providing certain mitigation measures in these two functional areas or not, and (2) if yes, how much of a cost savings is provided.

Comparatively, properties with on-site mitigation have a reduced effect on the public system than similar property lacking this mitigation. Therefore, it might be argued that to the extent that such facilities reduce costs to the City utility, they may warrant a rate credit.

However, it is also debatable that meeting the City's development standards reduces costs for the utility. Instead, it may simply keep the utility whole. As a result, granting a rate credit for such activities could actually reduce the amount of resources available for basic services to the remainder of the customer base. In fact, it may be argued that the cost of meeting City standards and constructing on-site mitigation should be considered a "cost of doing business," since on-site mitigation only partially neutralizes the impact of developing the property in the first place.

On the other hand, exceeding standards – that is, providing capacity in addition to that needed by developing (or developed) property – in theory does reduce cost to the utility by, in effect, reducing the net utility service area. How much of a credit to grant can then be sized according to the extent to which on-site controls exceed the standards.

Therefore, the two criteria to check for may be (1) effectiveness in reducing stormwater runoff and (2) whether these on-site systems are designed to handle greater amount stormwater than would be required as a condition of development approval. The additional capacity provided by the new development then may become the basis for the service charge credit amount.

It is true that property lines do not follow stormwater basin boundaries. Net impacts and/or benefits of a parcel align better with basin boundaries than property lines. However, estimating net impacts/benefits of each parcel, and developing a rate structure and credit policy around these estimates would be extremely difficult and very costly to administer. Additionally, it would be open to challenge since these estimates would be considered somewhat subjective, and difficult to explain to ratepayers.

Recommendation: Many of the stormwater program's costs are essentially "fixed" and do not decrease no matter what services customers provide on-site. As a first step, we recommend that the City determine the portion of program costs which can be reduced by the on-site activities of the customer base. We further recommend that the City classify the portion of those variable or use related costs as either attributable to managing water quantity or to managing water quality.

Once an allocation of program revenue requirements among fixed or base program costs, water quantity costs, and water quality costs has been made, their component shares of the stormwater utility charge can be determined. All customers would pay the base rate component. However, credits would be made available for the water quantity and quality components depending on on-site activities. (Customers with on-site features that result in reduced runoff – such as those that infiltrate or practice low-impact development – would be eligible for a rate credit that would vary in size based on the level of mitigation, not to exceed the sum of the quantity and quality components of the charge.)

The following recommendations assume that properties subject to stormwater rate credits would be meeting or exceeding the City's development requirements, and hence allowing the City to delay capital projects. As a result, the utility would be able to reduce its capital as well as operating costs by implementing the recommended credit policies.

Quantity Credits

Customers with on-site quantity controls, such as detention or infiltration facilities, provide a direct benefit to the utility by reducing peak flow and thereby reducing the necessary size of system pipes downstream.

In the case of customers that infiltrate their runoff, not only is peak flow reduced, but their total runoff is reduced or eliminated (to the extent there is capacity). Given this, we recommend that a full credit for the quantity-related portion of the utility bill be granted to customers that have capacity to infiltrate the current design storm size. Customers with less infiltration capacity than for the design storm size should receive a minimal quantity credit.

Detention facilities, on the other hand, do not prevent runoff from entering the public system. Instead, peak stormwater flows are simply reduced and extended over a longer duration. For that reason, customers that are able to detain to current standards should receive a quantity-related credit that is less than a full credit for this portion of the bill. Customers with less detention capacity than for the design storm size should receive a minimal credit for the quantity component of the bill.

Additionally, there are several development methods which incorporate features that mitigate stormwater runoff. Such features that reduce peak flows or prevent stormwater runoff from entering the public system include aspects of low impact developments, green building methods, and rainwater harvesting. On their own, such development features provide a quantity mitigation benefit that is typically less than dedicated detention facilities sized for the design storm. Accordingly, quantity-related mitigation should be eligible for a minimal credit against the quantity rate component. However, when paired with detention facilities sized for the design storm, customers should receive a full credit against the quantity rate component.

Note: For crediting purposes, we recommend that the eligibility of rainwater harvesting systems for credit be conditioned upon inspections to ensure regular use of the harvested water (due to the fact that, once collection cisterns are full, they no longer reduce runoff). Also, the system benefit provided by customers with quantity-mitigating development features is dependent upon proper maintenance of the on-site features, so we further recommend that they be subject to regular inspection in order to renew the credit every two years.

Customers that discharge their runoff directly into flow-exempt receiving waters where detention is not required (in Des Moines, these include Puget

Sound and Green/Duwamish River below RM 6 and above SR 18) perform another type of quantity mitigation. There are two types of such customers: those that utilize private systems to convey their runoff to receiving waters, and those that utilize the City's stormwater system, in whole or in part, to convey runoff to receiving waters. As customers of the first type are equivalent to customers with on-site detention facilities sized for the design storm, we recommend that they be granted the maximum detention credit for the quantity component of the utility fee. For customers of the second type, we recommend that a minimal credit for the quantity component be granted, to account for the use of and cost of maintaining the City infrastructure relied upon by the customer.

No credit or adjustment should be granted to customers without meaningful quantity mitigation capability.

Quality Credits

There are a number of factors, in addition to the installation of on-site quality controls, which relate to a customer's ability to manage the quality of their stormwater runoff. The most important of these are controls for on-site sources of pollution. Examples of source controls would be roofs and coverings for pollution-generating surfaces, equipment, and materials.

To meet the City's stormwater quality mitigation requirements, a customer must have on-site quality controls as well as source controls. Accordingly, a full credit for the quality-related portion of the utility bill should only be granted to customers that provide on-site quality mitigation and source controls that meet current standards.

Even in those cases where full mitigation capability is not present, on-site quality control facilities and source control measures can still provide a benefit to the City's stormwater system. Accordingly, we recommend that a minimal credit to the quality portion of the stormwater utility bill be provided to customers that, while not meeting current requirements, do maintain a basic treatment capacity on-site and/or implement some source control measures.

No credit should be granted to customers that have no on-site quality controls or provide only nominal quality mitigation (such as a downturned elbow to control floatables).

Other Credits

Customers with individual NPDES stormwater permits should be eligible for the same rate credits as any other non-residential customer. No dedicated credit for simply possessing a permit should be established.

Please note that the percentage or number of impervious units that will obtain quantity, quality, and/or runoff reduction credits will be forecasted and incorporated into the current rate analysis to ensure adequate revenue generation under the proposed program.



Issue Paper #5: Stormwater Public Institution Rates February 1, 2013

Issue:

The City of Des Moines stormwater utility currently charges public institutions, including public schools, government buildings, colleges, parks, and sewer and water facilities, a non-profit or commercial rate per EBU.

The City has requested an evaluation to determine if the current public institution rates are the most appropriate or if they should be discounted or exempted.

Analysis:

When considering how to charge different types of customers, it is important to remember that a stormwater rate is a fee for service, not a tax. As such, the level of a customer's charge must substantially relate to that customer's proportionate share of the utility's costs. A rate may be found legally valid if the funded services generally benefit those who pay the fee. There need not be a property-specific link between the fee paid and level of service delivered. In fact, case law (*Teter v. Clark County*) has supported that a reasonable effort must be made to link services delivered to fees charged, but that the linkage need only be indirect.

When a cost of service approach is used as the basis for fee evaluation, exemptions, discounts and credits should only be granted when the characteristics of a parcel or improvements to that property cause runoff to differ when compared to similar parcels.

Developed properties that are publicly owned still contribute runoff that places a cost burden on the utility system. If the City wishes to pursue a social policy to grant discounts or exemptions, a utility and its ratepayers should not bear the costs of that policy. To preserve the cost of service approach to rate design and avoid causing stormwater utility customers to subsidize a general City policy, the General Fund could possibly be used to fund the costs of public institution credits or exemptions.

Some jurisdictions do not charge publicly-owned land because there is a general sense that charging simply transfers money from one City fund to another. Administratively, this may be a valid perception; however, by not charging public lands, the City may not accurately and equitably allocate what can be viewed as an overhead cost borne to support the departments that use stormwater services because of their land holdings. Effectively, utility ratepayers would bear the costs of stormwater management utilized by other user-supported services or the general public.

The one common exception to this general approach has to do with

charging city streets. City streets, while impervious and generating runoff, also serve as part of the stormwater conveyance system. Cities often choose to exempt their streets in recognition of this fact.

Recommendation: We recommend that the City charge public property the same as any other customers. Credits, as we have laid out in Issue Paper #3, would also apply to all customer types, including schools. The City should, however, exempt or discount City streets because they serve as part of the stormwater conveyance system.



CERTIFICATE OF CLERK

I DO HEREBY CERTIFY that I am duly chosen, qualified and acting Clerk of the City of Des Moines, Washington (the "City"), and keeper of the records of the City Council (the "Council");

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of July, 2013

Bonnie Wilkins
City Clerk

EXCERPT OF MINUTES FROM REGULAR CITY COUNCIL MEETING MAY 23, 2013

2. SURFACE WATER MANAGEMENT RATE STRUCTURE STUDY BRIEFING
Staff Presentation Assistant Director of Utilities & Environmental
Engineering Loren Reinhold

Direction/Action

Motion made by Councilmember Sheckler to direct staff to prepare an ordinance for adjusting the Surface Water Management Utility rate structure as recommended by Financial Consulting Solutions Group; seconded by Councilmember Musser.

Councilmember Burrage moved to amend the main motion to direct staff to prepare an ordinance for adjusting the Surface Water Management Utility rate structure as recommended by Financial Consulting Solutions Group, except that private streets that are exempted from fees in a similar manner as public streets, and private streets will receive the same services as public streets.

The amended motion died for a lack of a second.

Councilmember Scott offered a friendly amendment to amend the proposed amendment to direct staff to prepare an ordinance for adjusting the Surface Water Management Utility rate structure as recommended by Financial Consulting Solutions Group, except that private streets, that are non-limited access roads and streets built to what was required for approval of the plat, are exempted from fees in a similar manner as public streets, and private streets will receive the same services as public streets; acceptable to the maker of the amended motion.

The amendment passed 4-3

For: Councilmembers Nutting, Musser, Burrage and Scott

Against: Mayor Kaplan, Mayor Pro Tem Pina and Councilmember Sheckler

The main motion passed 7-0

	DRAFT ORDINANCE NO. 13-123	DRAFT ORDINANCE NO. 13-123 - ALTERNATE A
Draft Ordinance Section 5 DMMC 11.12.060 Service charges and services for private streets	Service charges and <u>services</u> for private streets. In recognition of the benefit to the public that have general access to private streets, private streets that meet the definition per this chapter and constructed to standards required for the approval of the plat, shall be exempted from the monthly service charge and shall, upon written agreement of the property owners, receive maintenance services such as street sweeping and catch basin cleaning at no cost. However, the city shall not assume any responsibility for any structural defects or failures of the system, or for the replacement of any of the facilities worn out through normal use. All costs for structural defects, failures, and replacements shall be borne by the property owners, and all such repairs and replacements shall be made at the expense of the owner and in a timely manner when so directed by the city. Private streets that do not meet the definition per this chapter shall be fully charged the monthly service charge and shall not be eligible to receive services. The monthly service charge for private streets shall be computed on the same basis as commercial property, except that the number of equivalent billing units derived therefrom shall be multiplied by 0.30 in computing the overall service charge. Where private streets are in single ownership, the owner shall be responsible for all charges. Where private streets are not in single ownership, but subject to a maintenance agreement, residential properties served by the private street shall be billed equally on a pro rata basis.	Service charges for private streets. The monthly service charge for private streets shall be computed on the same basis as commercial property, except that the number of equivalent billing units derived therefrom shall be multiplied by 0.30 in computing the overall service charge. Where private streets are in single ownership, the owner shall be responsible for all charges. Where private streets are not in single ownership, but subject to a maintenance agreement, residential properties served by the private street shall be billed equally on a pro rata basis.
Draft Ordinance Section 6 (Sec. 6 deleted in Alt. A) DMMC 11.12.070 Services to be provided to commercial, multifamily and nonprofit properties	In recognition of the impact of these properties on both the quantity of storm water runoff and the quality of storm water runoff to the surface water system, the city shall, upon written agreement with the property owners, provide periodic inspection and maintenance of the drainage systems on all commercial, multifamily, and nonprofit properties and private streets , to include catchbasins, pipe, runoff detention/retention facilities, and water quality control facilities. However, the city shall not assume any responsibility for any structural defects or failures of the system, or for the replacement of any of the facilities worn out through normal use. All costs for structural defects, failures, and replacements shall be borne by the property owners, and all such repairs and replacements shall be made at the expense of the owner and in a timely manner when so directed by the city.	In recognition of the impact of these properties on both the quantity of storm water runoff and the quality of storm water runoff to the surface water system, the city shall, upon written agreement with the property owners, provide periodic inspection and maintenance of the drainage systems on all commercial, multifamily, and nonprofit properties and private streets, to include catchbasins, pipe, runoff detention/retention facilities, and water quality control facilities. However, the city shall not assume any responsibility for any structural defects or failures of the system, or for the replacement of any of the facilities worn out through normal use. All costs for structural defects, failures, and replacements shall be borne by the property owners, and all such repairs and replacements shall be made at the expense of the owner and in a timely manner when so directed by the city.
Draft Ordinance Section 7 (Section 6 in Alt. A) DMMC 11.12.080 Rate Adjustments	(1) Any person billed for service charges may file a "Request for Rate Adjustment" with the surface water management division within three years of the date from which the bill was sent. However, filing of such a request does not extend the period for payment of the charge. (2) Requests for rate adjustment may be granted or approved only when the Planning, Building and Public Works Director determines that one or more of the following conditions exist: (a) The rate or service charge bill was not calculated in accordance with the terms of this chapter, or the amount charged is in error; (b) The request is for a private street or a non-single family residential parcel, which includes a constructed or natural on-site storm water mitigation facility that meets all of the following conditions: (i) The constructed or natural facility provides storm or storm water detention, retention, water quality treatment, and/or conveyance; and (ii) The director Planning, Building and Public Works Director has determined that the property owner is capable of maintaining and operating the facility; and, (iii) The facility is maintained by the property owner to the City's design specifications; and, (iv) The facility is available for inspection by the City; and,	(1) Any person billed for service charges may file a "Request for Rate Adjustment" with the surface water management division within three years of the date from which the bill was sent. However, filing of such a request does not extend the period for payment of the charge. (2) Requests for rate adjustment may be granted or approved only when the Planning, Building and Public Works Director determines that one or more of the following conditions exist: (a) The rate or service charge bill was not calculated in accordance with the terms of this chapter or the amount charged is in error; (b) The request is for a private street or a non-single family residential parcel, which includes a constructed or natural on-site storm water mitigation facility that meets all of the following conditions: (i) The constructed or natural facility provides storm or storm water detention, retention, water quality treatment, and/or conveyance; and (ii) The director Planning, Building and Public Works Director has determined that the property owner is capable of maintaining and operating the facility; and, (iii) The facility is maintained by the property owner to the City's design specifications; and, (iv) The facility is available for inspection by the City; and,

	DRAFT ORDINANCE NO. 13-123	DRAFT ORDINANCE NO. 13-123 – ALTERNATE A
	(v) Excess capacity, if not used by the property owner, is accessible and available for other related public purposes; and	(v) Excess capacity, if not used by the property owner, is accessible and available for other related public purposes; and
	(vi) The rate adjustment is revocable under conditions where the facility no longer operates at the design level established during the drainage plan review/approval process.	(vi) The rate adjustment is revocable under conditions where the facility no longer operates at the design level established during the drainage plan review/approval process.
	(3) The property owner shall have the burden of proving that the rate adjustment sought should be granted.	(3) The property owner shall have the burden of proving that the rate adjustment sought should be granted.
	(4) Decisions on requests for rate adjustments shall be made by the director based on information submitted by the applicant and by the division within 30 days of the adjustment request except when additional information is needed. The applicant shall be notified in writing of the director's decision. If an adjustment is granted which reduces the charge for the current year or two prior years, the applicant shall be refunded the amount overpaid in years.	(4) Decisions on requests for rate adjustments shall be made by the director based on information submitted by the applicant and by the division within 30 days of the adjustment request except when additional information is needed. The applicant shall be notified in writing of the director's decision. If an adjustment is granted which reduces the charge for the current year or two prior years, the applicant shall be refunded the amount overpaid in the current and two prior years.
	(5) Rate adjustments granted for on-site mitigation as set forth in DMMC 11.12.080(2)(b) shall not exceed 30% of the unadjusted service charge; 14% of the unadjusted service charge for full water quality mitigation and 16% of the unadjusted service charge for full water quantity mitigation. The percentage of the rate adjustment to be granted up to the maximum amount will be the percentage achievement of on-site facilities against current development requirements as determined by the Planning, Building and Public Works Director.	(5) Rate adjustments granted for on-site mitigation as set forth in DMMC 11.12.080(2)(b) shall not exceed 30% of the unadjusted service charge; 14% of the unadjusted service charge for full water quality mitigation and 16% of the unadjusted service charge for full water quantity mitigation. The percentage of the rate adjustment to be granted up to the maximum amount will be the percentage achievement of on-site facilities against current development requirements as determined by the Planning, Building and Public Works Director.
	(6) If the director Planning, Building and Public Works Director finds that a service charge bill has been undercharged, then either an amended bill shall be issued which reflects the increase in the service charge or the amount will be added to the next year's bill. This amended bill shall be due and payable under the provisions set forth in DMMC 11.12.020. The director may include in the bill the amount undercharged for two previous billing years in addition to the current bill.	(6) If the director Planning, Building and Public Works Director finds that a service charge bill has been undercharged, then either an amended bill shall be issued which reflects the increase in the service charge or the undercharged amount will be added to the next year's bill. This amended bill shall be due and payable under the provisions set forth in DMMC 11.12.020. The director may include in the bill the amount undercharged for two previous billing years in addition to the current bill.

Pat Bosmans

From: Loren Reinhold
Sent: Monday, July 15, 2013 3:38 PM
To: Pat Bosmans
Subject: FW: Street Sweeping

From: John Ghilarducci [<mailto:JohnG@fcsgroup.com>]
Sent: Monday, July 15, 2013 2:34 PM
To: Loren Reinhold
Subject: Street Sweeping

Hi Loren: In response to your question about making stormwater rate credits available for private streets in which street sweeping is provided, I do think that a credit against the water quality portion of the rate (up to a maximum of 14%, based on a site-specific evaluation) would be warranted as long as the street sweeping can be demonstrated to be of benefit to the public stormwater system and hence the utility. It is our understanding that the sweeping of public streets is funded through the stormwater fund in the City of Des Moines, a critical factor in the determination of whether or not to provide credit for the qualifying sweeping of private streets.

- John

John Ghilarducci
Principal
v: (425) 867-1802 ext. 225 f: (425) 867-1937
Redmond Town Center
7525 166th Ave. NE, Suite D-215
Redmond, WA 98052

FCS GROUP
johnG@fcsgroup.com

COUNCIL MEETING HANDOUTS



7-25-2013

[illegible]



DATE _____

[illegible]

Tony Piasecki

From: Jeanette [jburrage01@aol.com]
Sent: Monday, July 22, 2013 12:06 PM
To: Tony Piasecki
Subject: Fwd: Draft SCATBd Letter to Governor Inslee
Attachments: Inslee_Letter_7-17-13.docx

Tony,

Could you have someone make copies of this draft letter for the council members on Thursday?

Jeanette

-----Original Message-----

From: Takamine, Paul <Paul.Takamine@kingcounty.gov>
To: Arkills, Chris <Chris.Arkills@kingcounty.gov>; Barry Ladenburg <bladenburg@ci.seatac.wa.us>; Brian Ziegler <brian.ziegler@co.pierce.wa.us>; Charlie Howard <choward@psrc.org>; Charlie Royer <croyer1@gmail.com>; Dave Hill <mayor@algonawa.gov>; David Nemens <David.Nemens@muckleshoot.nsn.us>; Don Meyer <dmeyer@portofacoma.com>; Elizabeth Albertson <ealbertson@ci.kent.wa.us>; Gary Hulsey <ghulsey@ci.pacific.wa.us>; Gary Hulsey <semperfrosty@hotmail.com>; Jack Block <jackbjr@burienwa.gov>; Jeanette Burrage <jburrage01@aol.com>; Jeanne Burbidge <jeanne.burbidge@cityoffederalway.com>; Joan McGilton <joanm@burienwa.gov>; John Daniels <johnjr@muckleshoot.nsn.us>; Kate Kruller <kate.kruller@tukwilawa.gov>; Kelly McGourty <KMcGourty@psrc.org>; Leavitt, Elizabeth <Leavitt.E@portseattle.org>; Lewis, Pete <plewis@auburnwa.gov>; Liz Reynolds <lreynolds@ci.enumclaw.wa.us>; Marcie Palmer <MPalmer@Rentonwa.gov>; Patterson, Julia <Julia.Patterson@kingcounty.gov>; Rebecca Olness <rolness@ci.blackdiamond.wa.us>; Shelly Cook <shellene.cook@kellyservices.com>; Stacia Jenkins <stacia.jenkins@CI.NORMANDY-PARK.WA.US>; Stacy Trussler <trussler@wsdot.wa.gov>; Steve Gorcester <SteveG@TIB.WA.GOV>; Terry Davis <Terry.Davis@cable.comcast.com>; Victoria Laise Jonas <victoria.laisejonas@maplevalleywa.gov>; von Reichbauer, Pete <Pete.vonReichbauer@kingcounty.gov>; Wayne Snoey <waynesnoey@cbbain.com>; Wayne Snoey <wsnoey@ci.covington.wa.us>; Benson Carol (cbenson@ci.blackdiamond.wa.us) <cbenson@ci.blackdiamond.wa.us>; Bob Sheckler <bsheckler@desmoineswa.gov>; Bob Sheckler <shecklers@comcast.net>; Clarke Brant <clarke.brant@ci.normandy-park.wa.us>; Dini Duclos <dini.duclos@cityoffederalway.com>; Don Persson <dpersson@rentonwa.gov>; Evette Mason <emason@portofacoma.com>; Greg Armstrong <grega@tib.wa.gov>; Griffith, Reema <GriffiR@wstc.wa.gov>; Timmons, Joe <Joe.Timmons@kingcounty.gov>; Keri Rooney <krooney@co.pierce.wa.us>; Lynda Osborn <lyndao@algonawa.gov>; Michael Drolinger <Drolinger.M@portseattle.org>; Noel Genken <noel.genken@maplevalleywa.gov>; Pelozo, Bill <bpelozo@auburnwa.gov>; Prestrud, Charles <PrestrC@wsdot.wa.gov>; Rose Clark <rosec@burienwa.gov>; Suzette Cooke <mayor@kentwa.gov>; Tina Lee <tlee@piercetransit.org>; Tom Gut <tgut@ci.seatac.wa.us>; Yan, Shuming <YanS@wsdot.wa.gov>
Cc: Bob Giberson <Bob.Giberson@TukwilaWA.gov>; Brandon Carver <BCarver@desmoineswa.gov>; Brewer, Dan <DBrewer@desmoineswa.gov>; Carlson, Paul <Paul.Carlson@kingcounty.gov>; Chelsea Levy <chelsea.levy@soundtransit.org>; Chipps, Eric <eric.chipps@soundtransit.org>; Chris Sears <csearcy@ci.enumclaw.wa.us>; Clark, Steve <steve.clark@maplevalleywa.gov>; Doug Levy <Levy4@msn.com>; Dowdy, Dennis <ddowdy@auburnwa.gov>; Edwards, Wesley <Wesley.Edwards@kingcounty.gov>; Fredricks, Grant <gfredricks@desmoineswa.gov>; Geri Poor <Poor.G@portseattle.org>; Jesse Hamashima <jhamash@co.pierce.wa.us>; Jim Morgan <jmorgan@ci.pacific.wa.us>; Landry, Peter <peterl@ci.normandy-park.wa.us>; Madsen, Ien <lmadsen@desmoineswa.gov>; Maiya Andrews <maiya@burienwa.gov>; Marks, Sally <Sally.Marks@kingcounty.gov>; Monica Whitman <Monica@soundcities.org>; Mooney, Cathy <cmooney@ci.kent.wa.us>; Osborne, Jay <Jay.Osborne@kingcounty.gov>; Oxholm, Susan <Susan.Oxholm@kingcounty.gov>; Pablo Para <ppara@auburnwa.gov>; Perez, Rick <rick.perez@cityoffederalway.com>; Rachel Smith <rachel.smith@soundtransit.org>; Robin Tischmak <Robin.Tischmak@TukwilaWA.gov>; Sanderson, Sue <ssanderson@ci.seatac.wa.us>; Seitz, Jim <jseitz@rentonwa.gov>; Seth Boettcher <sboettcher@ci.blackdiamond.wa.us>; Shafer, Lisa <Lisa.Shafer@kingcounty.gov>; Steve Mullen <smullen@ci.kent.wa.us>; Takamine, Paul <Paul.Takamine@kingcounty.gov>; Tom Hooper <hooper.t@portseattle.org>; Vondran, Don <dvondran@ci.covington.wa.us>; Washington, Tom <washint@wsdot.wa.gov>
Sent: Mon, Jul 22, 2013 11:16 am
Subject: Draft SCATBd Letter to Governor Inslee

At our July 16 SCATBd meeting, the Board agreed to draft a letter declaring a transportation funding emergency and to urge the Governor to bring the State Legislature together before the end of the year to pass transportation funding

legislation. SCATBd Chair Pete Lewis, request SCATBd members to please review the attached draft letter for any concerns before we send this letter to the Governor. Please contact me if you have any questions or revisions by July 30, thanks.

Paul Takamine
Office of Regional Transportation Planning
King County Department of Transportation
(206) 684-1417

Dear Governor Inslee,

If left unchanged, our inadequate transportation system in the Puget Sound will undoubtedly result in an economic crisis for our state. We have already seen the consequences of a failed system through the losses suffered from Boeing's decision to move their headquarters and some manufacturing because of our inability to fund infrastructure. As our area loses competitive advantage due to lack of investment; we have watched ports across the nation and the west coast increase their market share each year, often at our expense.

Many of those ports have been investing hundreds of millions, if not billions in infrastructure improvements in anticipation of the opening of the widened Panama Canal. At the same time we have been unable to come to a consensus on a single road. State Highways 167 and 509 must be completed now. The major freight corridors of the fourth largest warehouse and distribution center in the nation must be repaired and brought up to modern truck standards. Roads for commute and transit must be prepared for the jobs of the future that can be ours if we act.

We must remember that for all the people of our state our ports are the lifeblood of Washington the most trade dependent state in our Union. The Canal will open soon and representatives of ports from Canada to Mexico; from the Gulf to New York are already moving on strategies with the Pacific Rim Countries for our contracts that will inevitably take our businesses, our jobs and our future.

Should these losses be left to materialize, we will not have funds for schools or public safety at a minimum. We must act now. Our State is already behind and our engineers fully admit that if we get a transportation package approved today it will be years before a project is started. With that amount of lead up time there is absolutely not a minute to waste.

County roads and our ability to provide transit are falling further and further behind. Soon county roads will be turned back to gravel, transit agencies will continue their decline and we will move backwards to another century.

This is a financial crisis now, and if left alone will be a Financial Emergency of the first order. We ask that as Governor you call it a Financial Emergency and move the legislature to come together to pass the Transportation Package of our 21st century prior to January 1st, 2014.

I move to amend Draft Ordinance 13-118 to add a new section 5 at p. 4 (Council Packet No. 226; to read as follows:

(5) Modifications. The applicant may request and the Public Works Director may grant a modification of the right-of-way improvements defined in the current Street Development Standards for subdivisions that do not yield more than ~~two~~ three lots and are not within 200 feet of existing sidewalks. based upon the following criteria:

- ~~1. The subdivision contains less than 100 lineal feet of street frontage and would not match existing improvements; or~~
- ~~2. The subdivision does not front on a street identified in the Priority Pedestrian Network in the current Comprehensive Transportation Plan and would not match existing improvements; or~~
- ~~3. The subdivision does not front on a street identified in the Priority Pedestrian Network in the current Comprehensive Transportation Plan and unusual topographic or physical conditions preclude the construction of the improvements as required.~~

Formatted: Normal, No bullets or numbering

DES MOINES SIGN CODE JULY 25, 2013



Grant Fredricks
Denise Lathrop

Modified Sections in 2011

- ☐ Signs over the Right-of-way
- ☐ Reader Boards & Message Centers
- ☐ Commercial Zones
- ☐ Exemptions
- ☐ Special Sign Use Permits
- ☐ Prohibited Signs
- ☐ Marina District
- ☐ Nonconforming Signs

Proposed Policy Changes Draft Ordinance 13-011

- 18.08.020 – Single Family Permit Uses
 - Church sign regulations
- 18.42.040 – Permit Exemptions
 - Real estate signs
 - Business identification signs
- 18.42.150 – Prohibited Signs
 - Roof signs in Pacific Ridge
- 18.42.270 – Placement
 - Off premises readerboard signs
- 18.42.300 – Neighborhood Commercial Zones
 - Business identification sign size and content

Policy Questions

(refer to Attachment 2 for more detail)

1. Should business identification sign size be increased beyond the 12 square feet proposed? (Bottom of p. 8, Attachment 2)
2. Should on-premises charitable or religious organization bulletin board size be increased above the 12 square feet currently allowed? (Top of p. 9)
3. Should the prohibition of off-premises signs be deleted in its entirety allowing businesses to advertise whatever and wherever they want? (Top of p. 15, top of p. 18, and middle of p. 20)
4. Should (1) the prohibition against signs installed on fences be relaxed or even eliminated with strict time limits if property owner permission is given?, and (2) signs affixed to fences on Marine View Drive and Des Moines Memorial Drive be outright permitted for a limited time with a City-approved temporary sign permit? (Middle of p. 15)

Policy Questions

(refer to Attachment 2 for more detail)

5. Should temporary owner approved signs on private property be allowed with a City permit? (Middle of p. 15)
6. Should a single 6 square feet with no lights be allowed for licensed Home Occupations? (Middle of p. 15)
7. Should the 24 square feet maximum allowed for community centers, schools and churches in 18.42.290(4) in **residential** zones be the same as the 80 square feet maximum size allowed in 18.42.310 for readerboard or freestanding signs in **commercial** zones? (Bottom of p. 18 and 20)
8. Should on-premises Neighborhood Commercial Zone business identification sign size be increased beyond the 12 square feet proposed? (Middle of p. 19)

Policy Questions

(refer to Attachment 2 for more detail)

9. Should signs on Pacific Highway South be subject to a different set of sign regulations (e.g., bigger and taller signs) since speeds on Pac Highway are higher? (Bottom of p. 19)
10. Should the number of allowed freestanding signs be increased? (Bottom of p. 19)
11. Should allowable freestanding sign size be increased from 80 square feet to 250 square feet on Pacific Highway and 150 square feet on other arterials? (Top of p. 20)
12. Should freestanding signs be allowed to be up to 50 feet tall on Pac Hwy and 25 feet on other properties? (Top of p. 20)

Examples of Wall Signs



Wall Sign is
60 Square
Feet

Examples of Wall Signs



Each sign is
32 Square
Feet

Examples of Wall Signs



Wall Sign is
21 Square
Feet

Examples of Wall Signs



Wall Sign is
27 Square
Feet

Examples of Wall Signs



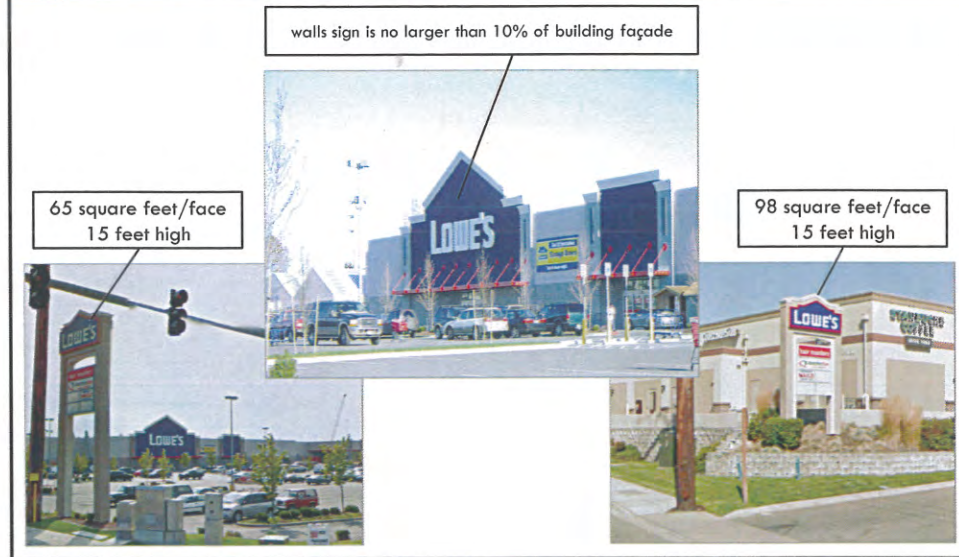
Wall Sign is
18 Square
Feet

Examples of Wall Signs



Each Wall Sign
is 26 Square
Feet

Examples of Large Wall and Pole Signs



Examples of Large Wall and Pole Signs



Electronic Readerboard Signs

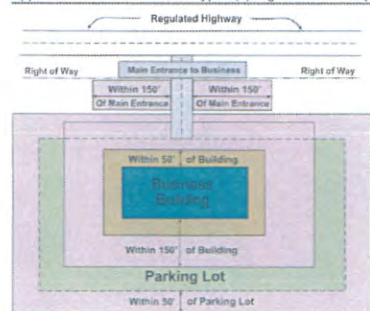


measurements of the digital portion are
38"x88"



WSDOT Highway Advertising Control

Appendix E Type 3(a) Sign Location Map



One Sign per Direction of Travel - Maximum 150 Sq. Ft.

Signs Not Regulated by Scenic Vistas Act

Not to Scale - Dimensions are typical

Type 3(a) Sign Location Map
WAC 468-03-030 4.0

WSDOT Highway Advertising Control - 10-22-03.01
March 2011

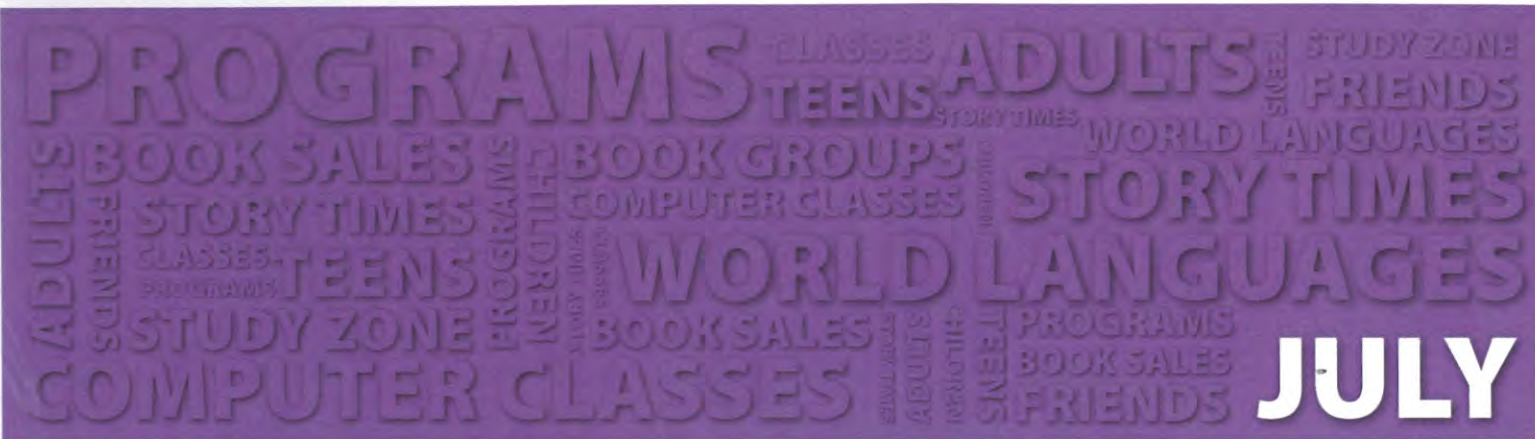
Appendix E.1

Type 3 signs as determined by
WSDOT (on-premise signs):

- shall not exceed 150 square feet
- no single length of the sign shall be greater than 20 feet

Examples of Roof Signs





Woodmont Library

The King County Library System will be closed
on Thursday, July 4 for Independence Day.

CHILDREN & FAMILIES

Woodmont Library's 5th Annual Bookmark Contest

Ages 6 to 18.

Design a bookmark that reflects the Summer Reading theme,
Dig Into Reading!

For complete details, pick up an entry form at the Woodmont
Library beginning June 1.

Woodmont Library Garden Summer Series

Dig into reading all summer long at
the Woodmont Library Garden!

Participate in programs including planting and harvesting
vegetables in the raised bed, garden art projects, building a
worm compost bin and more!

Check at the library or online for dates and details!

Sponsored by the Friends of the Woodmont Library.

Infant and Young Toddler Story Times

Monday, July 1, 8, 15, 22 and 29, 11am

Ages newborn to 2 1/2 with adult.

Enjoy rhymes, songs, dancing and stories for babies and
toddlers!

Worm Bins and Food Composting

Tuesday, July 2, 4pm

Presented by King County Green Team.

Ages 6 to 10.

Ever wondered how a worm bin works? In this fun, hands-on
workshop, you will get to build a worm bin and actually fill it
with red wiggler worms! Learn how to take care of a worm bin
and what to feed the worms. Understand how composting and
worm bins help to cut down on our garbage.

Registration begins June 18 at the Front Desk or by calling
253.839.0121.

Family Story Times

Wednesday, July 3, 10, 17, 24 and 31, 11am

Ages 3 and older with adult, siblings welcome.

Dig into stories, songs and dancing at this super summer story
time series!

Cuentos en Español

Story Times in Spanish

Saturday, July 6, 13, 20 and 27, 10:30am

¿Busca actividades de aprendizaje para sus infantes y
preescolares?

Si esta interesado en exponer a su niño/niña a un segundo
idioma o si El Español es su primer idioma acompañenos a un
programa gratuito en español especialmente diseñado para los
más pequeños.

Cuentos acerca de colores, formas, animales, opuestos, y más!
Hablantes de todos los idiomas son bienvenidos.

If you are interested in exposing your child to a second
language or if Spanish is your first language come for a FREE
program in Spanish especially designed for little ones. Stories
and songs about colors, shapes, animals, opposites and more!
Speakers of all languages welcome.

The Big Dig Concert

Tuesday, July 9, 7pm

Presented by Eric Ode.

Family program, all ages welcome.

Join this award winning songwriter and author along with
his pal, Weasel Pete, for a high-participation music and
poetry program featuring songs about underground critters,
buried treasure and all things muddy.

Sponsored by the Friends of the Woodmont Library.

Summer Reading Program

**Dig Into
READING**
June 1 - August 31



Reasonable accommodation for individuals with
disabilities is available; please contact the library
prior to the event if you require accommodation.



kcls.org/cooks

Woodmont Library • 26809 Pacific Highway S • 253.839.0121
Monday-Thursday, 10am-9pm • Friday, 10am-6pm • Saturday, 10am-5pm

Connect with us



continued...



kcls.org

Play & Learn

Thursday, July 11, 18 and 25, 10:30am

Newborn to age 5 with caregiver.

Have fun singing songs, telling stories, reading books, creating art and playing. Play & Learn is in English, and the facilitator is bilingual in English and Spanish.

Divertanse! Cantando canciones, contando historias, leyendo libros, haciendo arte y jugando. El grupo de Juego & Aprende sera dirigido en Ingles, sin embargo la facilitadora es bilingue, en Espanol/Ingles.

Garden Story Time

Tuesday, July 16, 7pm

Ages 3 and older, siblings welcome.

Gather in the garden for a special outdoor Story Time!

The Enchanted Garden Story Workshop

Tuesday, July 23, 7pm

Presented by Live Paint! A Theatre & Creative Arts Company.

Ages 3 and older.

There seems to be something wrong in the Enchanted Garden! Stories will grow, but nothing else. Following clues found in an old book, can you help restore this magical place?

Tween Book Club

Summer Edition!

Inside Out & Back Again

Thursday, July 25, 4pm

Ages 9 to 12.

Enjoy snacks and do fun activities while discussing the book of the month!

The book of the month is available for checkout at the Front Desk.

Snacks provided by the Friends of the Woodmont Library.

The Barber's Wife, A Play

Tuesday, July 30, 7pm

Presented by Last Leaf Productions.

Ages 3 and older.

Enjoy a Punjabi folk tale about two thieves who think they are digging for gold but find only trouble when the barber's wife outsmarts them.

TEENS & TWEENS

Tween & Teen Game On!

Tuesday, July 2 and 9, 3pm

4th-12th graders are invited to play Wii, Xbox Kinect, PS3 and Guitar Hero the first two Tuesdays every month.

Game On Tournament

Tuesday, July 16, 3pm

Summer Game On Tournament! Head to the meeting room for a Super Smash Bros. Brawl extravaganza. Prizes will be awarded to first, second and third place winners!

Zombie Apocalypse!

Monday, July 22, 3pm

It's a Zombie attack! First get Zombified by a make up artist. Then find out what you should pack in your Bug-Out Bag to survive an apocalyptic event. Those who participate will have a chance to win the Bug-Out Bag in a raffle!

Sponsored by the Friends of the Woodmont Library.

Teen Movie Matinee

Tuesday, July 23, 3pm

What's beneath the surface this month at the library? Zombies! Enjoy a zombie movie at the library. Free snacks. Stay for the entire movie for a chance to win the DVD! Sponsored by Friends of the Woodmont Library.

Teen Manga and Anime Club

Tuesday, July 30, 4pm

Love manga, graphic novels and anime? Join the Woodmont Library Manga and Anime Club! Different activities every month including watching anime, discussing our favorite manga and practicing drawing.

This month—Graffiti at the Library!

ADULTS

eReader Demo

Monday, July 1, 3:30pm

Learn how to download KCLS eBooks to your eReader or computer during this digital downloads demonstration. Drop in to look at popular eReaders, OverDrive and Adobe Digital Editions software and ask questions.

Secrets of Urban Edibles Gardening

Monday, July 8, 7pm

Learn how to grow fruits and vegetables in a small urban yard, with Tom Watson, EcoConsumer columnist for *The Seattle Times* and regular purveyor of green tips on local TV and radio. Topics will include using your whole yard, choosing the best varieties for your climate and space, making your own compost, using salvaged materials to make beds and trellises, and lots more.



Thursday Night Knit Lit Group

The Middlesteins by Jami Attenberg

Thursday, July 11, 6pm

Discuss books and share your knitting or crocheting tips with others.

All ages and experience levels welcome.

Copies are available at the Front Desk.

One-on-One Computer Assistance

Tuesday, July 16, 10am

Do you need extra help on the computer? Have a special project you're working on? Want to create an email account? A KCLS volunteer instructor can give you one-on-one assistance. *No appointment necessary, assistance provided on a drop-in basis using a library laptop.*

Woodmont Library Book Group

Cleopatra: A Life by Stacy Schiff

Thursday, July 18, 7pm

Copies are available at the Front Desk.



a place at the
table
Inspiring Cooks. Nourishing Communities.

KCLS invites everyone to find A Place at the Table! We'll toss around fresh ideas about food, cooking, nutrition and growing and using locally produced food. In addition to offering new food ideas, preparation and planning skills, and handy online classes, videos and resources, the series will help everyone create a nourishing table by accepting non-perishable food donations, to be distributed to local King County food banks.

Kent Youth & Family Services

The counseling program at Kent Youth and Family Services is thankful for the support from the City of Des Moines. As you know we have a long history of working in the South King County Community and are excited by this new partnership.

The Clinical Services Kent Youth and Family Services provides an array of prevention, early intervention and treatment services for the residents of South King County. KYFS has Infant and Early Childhood Mental Health (Birth thru 5), Child and Family Mental Health (6-12) and Adolescent and Young Adult (13-26) which includes Co-Occurring Disorder treatment.

All treatment provided at Kent Youth and Family Services is based on treatment guidelines widely accepted in the field as effective. We also utilize a number of evidence based practices including, Trauma Focused Cognitive Behavioral Therapy, Functional Family Therapy, Incredible Years Parenting Program, Global Assessment of Needs, Adolescent Community Reinforcement and Hazelden's Co-Occurring Disorders treatment . These practices allow us to have rates of engagement and progress higher than those of evidence based practices.

The Infant and Early Childhood Mental Health is the newest addition to the Clinical Services and is noted because it is a unique program that we have implemented in order to have a greater focus on preventative therapeutic work and nourish early attachment which has been demonstrated to produce lifelong positive effects and decrease future problem behaviors.

The foundation of Infant & Early Childhood Mental Health (IECMH) is to enhance parenting practices, increase a baby or child's emotional regulation, social competence, and overall attachment between children and their parents to help in the context of the parent-child relationship. IECMH identifies and addresses mental health and relationship disorders that are pervasively impactful to a child's cognitive, emotional, and physical development. Parental mental health is a staple and a foundation for a child to then begin to experience the rest of the world with – and this should be predictable, caring, and safe for all children. It is especially important when one considers that in Washington State, 36% of the children who enter the Child Welfare system are under the age of 3 years old. This is a critical point of mental health and relationship intervention and prevention that our state has only begun to realize in the past few years.

The Incredible Years© series has been subject to several randomized control evaluations, and is evidenced by the excellent overall ratings. The US Office of Juvenile Justice and Delinquency Prevention refers to Incredible Years as “exemplary,” and is a “Best Practice” as well as a “Blueprints Program”. IY Parenting Groups are currently provided for parents of babies and toddlers at Kent Youth & Family Services, and will soon (2014) be adding classes for parents of preschoolers and school-age children. Kent Youth & Family Services Incredible Years© groups have served five Des Moines citizens in the past year, and look to increasing our service to this area.

During the first half of 2013 there were 25 cases that were opened in the clinical program (mental health, co-occurring and substance abuse treatment). Of those 25 cases, 6 remain active and 19 cases were closed. Of the 19 cases closed, only 1 did not attend enough services in order to be included in the outcome measurements. This gives the clinical services an 96% retention rate. Compared to national averages and evidence based practices this is an extremely good retention rate as most evidence based practices strive for an 80% retention rate. Of the 18 cases eligible for outcome measurements, 18 cases (100%) made progress towards or achieved all of the treatment plan goals. More specifically, 9 (50%) made progress on some of their treatment goals and 9 (50%) achieved all of their treatment plan goals. This means that all the clients seen at the agency, regardless of the reason, had improved their level of functioning, increased their level of life satisfaction, and were free from active substance use.

Currently, we are being funded by the City at \$1,000 annually. This amount will pay for 10 one-hour long counseling sessions at the standard counseling cost of \$100.00 per hour. We are able to utilize a number of funding sources in order to help cover the cost of counseling services for the residents of Des Moines.

a place at the table

Inspiring Cooks. Nourishing Communities.



**Read.
Learn.
Share.**



**Summer 2013 Issue
Look for updates in the Fall**

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kcls.org

Learn

Through two KCLS online databases, **Universal Class and Access Video**, unlimited access to thousands of classes and videos are available anytime, anywhere. Includes shows by *Julia Child*, *Cooking 101* in a variety of languages, *TED Talks*, *How to Can*, *Freeze, Dry and Preserve Food* and much more!

Watch www.kcls.org/cooks for weekly featured classes and shows.

Zinio

Browse thousands of digital magazines from around the world, or read fresh articles daily for free. Many cooking and food titles, including *Eating Well*, *Every Day Food*, *Food Network Magazine* and many more!

Click on www.kcls.org/magazines/ to find the link to Zinio.

Axis 360

Download full-color digital cookbooks. More than 650 titles are available. Browse by subject to find your favorites! kcls.axis360.baker-taylor.com/

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Libraries at Farmer's Markets	14
Recipes	15

Sign up for the email newsletter at kcls.org/cooks.

More to Come...

The year-long series is full of inspiring, thought-provoking and interesting authors, presenters and programs. Be sure to watch www.kcls.org/cooks for additions.

A Place at the Table is brought to you in partnership with

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RADIO NEWS

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npr

91.3
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KCTS9

hopelink

FOOD
LIFELINE
FEEDING HOME REGIONAL WESTERN WASHINGTON

PICNIC
NATURAL MARKETS

Reasonable accommodation for individuals with disabilities is available; please contact the library prior to the event if you require accommodation.

Share

Hunger In Our Neighborhoods

Hunger in America is so widespread that *Sesame Street* has a new character – Lily – whose family has a hard time getting enough food. Here in King County, more than 20% of children, and more than 13% of all residents are food “insecure,” they don’t know when they’ll get their next good meal. An average of 10,000 King County residents apply for food stamps each month, and food banks are struggling to keep up with growing demand.

What Does This Mean?

Food insecurity affects entire communities. When our neighbors are hungry, we all face consequences. Hungry children aren’t prepared to learn, read or succeed in school. They have more health problems, frequent absences and long-term developmental challenges. Hungry adults are unable to concentrate, and more vulnerable to work absences or on-the-job accidents.

What Will Help?

To help everyone find **A Place at the Table**, KCLS is accepting non-perishable food that will be distributed to 45 local food banks through December 2013. Look for the bin in the lobby of all KCLS libraries. In just the first few months of the program, more than 6,000 pounds of food – equating to more than 4,000 meals – had been contributed. More ideas can be found at www.hope-link.org and www.foodlifeline.org.

Have An Abundance Of Produce In Your Home Garden?

Learn where you can donate it in your community. www.ampleharvest.org

AmpleHarvest.org
“Sharing your garden bounty with Neighbors in Need”

Learn more about hunger at kcls.org/cooks.



FOOD DRIVE

Find links to local organizations that would appreciate your donations of non-perishable food during June Dairy Month.
HaveMilk.com
Thank you!



NORTHWEST
FARMERS
FIGHTING
HUNGER

Suggested items

- ☐ Baby formula
- ☐ Canned 100% fruit juice or fruit
- ☐ Canned meat, including tuna or salmon
- ☐ Canned vegetables
- ☐ Cereals, oatmeal and whole grain crackers
- ☐ Cooking oil/olive oil
- ☐ Dried beans and peas
- ☐ Dried fruit
- ☐ Evaporated milk
- ☐ Flour, herbs and spices
- ☐ Instant food, meals in a cup
- ☐ Meals in a can, chili and stew
- ☐ Whole grain pasta and sauce
- ☐ Pancake mix, quick baking mixes, muffin mix
- ☐ Peanut and other nut butters
- ☐ Rice (all varieties)

In keeping with food safety guidelines, homemade food, open packages or anything in glass containers are not accepted.

Learn more at:
www.hope-link.org
www.foodlifeline.org
www.kcls.org/cooks

Featured Programs

Dining at Downton Abbey

A Trial by Fork

Presented by Tames Alan, Food Historian.

Explore a time of forgotten elegance, a time where setting the table was an art and serving a meal was a well-choreographed dance. Tames Alan demystifies the manners, menu and accoutrements of a formal 12-course dinner as would have been eaten upstairs at Downton Abbey before the outbreak of World War One.

Issaquah Library, Saturday, June 15, 11am

Covington Library, Wednesday, June 26, 7pm

Sponsored by the Friends of Bothell Library.

The Hunger Lounge

Choose Your Own Eat-Venture

Presented by Book-It Repertory Theatre.

Conceived and directed by Makaela Pollock;
adapted by Rachel Atkins and Makaela Pollock.

Hungry for a delectable piece of theatre? This saucy performance takes you on an exploration of American cuisine and eating habits-everything from a love affair with a locally sourced green salad to our collective obsession with molten chocolate cake.

Federal Way Library, Saturday, June 15, 2pm

Bellevue Library, Wednesday, June 19, 7pm

Covington Library, Thursday, June 20, 7pm

Burien Library, Sunday, June 23, 1pm

The Bushwick Book Club

Music Inspired by Michael Pollan

Hosted by Sonya Green of 91.3 KBCS.

In each of their unique shows, Geoff Larson and members of the Bushwick Book Club Seattle write and play original music inspired by literary works. Join the club as they interpret the works of Michael Pollan (*Botany of Desire*, *The Omnivore's Dilemma*). Each musician will not only perform their original music, but explain the process they used to write their songs.

Bellevue Library, Saturday, June 22, 1pm

Recorded for later broadcast on the 91.3 KBCS program **Music + Ideas** (weekdays, 3-5pm).



THE
BUSHWICK
BOOK SEATTLE CLUB

Creating and Decorating Cupcakes and Cake Pops

Presented by Melanie K. Silva.

Ages 13 and older.

Learn the "how-to" of baking, filling and icing cupcakes. Class includes a demonstration of different icing techniques, how to create butter cream flowers and how easy it is to make and decorate cake pops.

Registration required.

Enumclaw Library, Saturday, June 15, 1pm

Valley View Library, Saturday, June 22, 2pm

Boulevard Park Library, Saturday, June 29, 2pm

North Bend Library, Saturday, July 13, 2pm

Sponsored by the Friends of the North Bend Library.

Kirkland Library, Monday, July 22, 7pm

Sponsored by Friends of the Library of Kirkland.

Fall City Library, Saturday, July 27, 2pm

Sponsored by the Friends of the Fall City Library.

Newcastle Library, Saturday, August 3, 2pm

Snoqualmie Library, Saturday, August 10, 2pm

Sponsored by the Friends of the Snoqualmie Library.

Bellevue Library, Sunday, August 11, 2pm

Renton Library, Saturday, August 24, 2pm

Chocolate from Tree to Bar by Dr. Chocolate

Presented by Kristy Leissle, Ph.D.

Learn about all things chocolate, from cocoa's origins as a fruit on a tree through the process by which beans are manufactured into chocolate bars. Enjoy a connoisseur tasting of milk, white and single-origin dark chocolates. Discover which is the best chocolate for you.

Registration required.

Bothell Library, Thursday, July 25, 7pm

Sponsored by the Friends of Bothell Library.

Burien Library, Saturday, August 10, 1pm



Our Food, Our Right, Recipes for Food Justice

Presented by Community Alliance for Global Justice.

Our Food, Our Right, takes you from farm to table through the intersection of politics, culture and social justice. Connect current local and global issues of food injustice with recipes and discussion from the book.

Burien Library, Wednesday, June 5, 7pm

Sponsored by the Burien Library Guild.

Skyway Library, Wednesday, July 17, 7pm

Redmond Library, Tuesday, July 30, 7pm

Vashon Library, Sunday, August 11, 2pm

Backyard Poultrykeeping

Presented by Paul Farley.

Weighing the idea of keeping poultry in the backyard?

Get a general overview of the things to consider before buying those chicks.

Skyway Library, Saturday, June 8, 2pm

Sponsored by the Friends of the Skyway Library.

Covington Library, Sunday, June 16, 2pm

Sponsored by the Friends of the Covington Library.

White Center Library, Saturday, June 22, 3pm

Sponsored by the White Center Library Guild.

Woodinville Library, Sunday, June 30, 2pm

Kenmore Library, Saturday, July 6, 2pm

Fall City Library, Saturday, August 3, 1pm

Bellevue Library, Sunday, August 18, 1pm

Sponsored by the Bellevue Friends of the Library.

Growing Edible Greens

Presented by Patty J. Campbell, Horticulturalist.

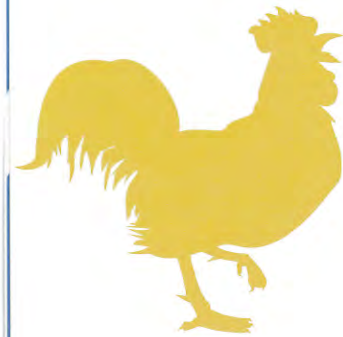
Learn how to grow greens in any space from window sills to container gardens.

Discover the art of creating imaginative planting displays and the pleasure of growing organic greens with highly useful tips on soil, sun, seed and savvy.

Vashon Library, Saturday, June 15, 2pm

Held at the Vashon Maury Senior Center, 10007 SW Bank Road.

Sponsored by the Friends of the Vashon Library.



Homemade Beer: The Basics of Home Brewing

Presented by Mike Hausenfluck and other area brewers.

This introduction to the world of home brewing covers the basics of beer making using malt extract and includes a discussion of beer ingredients, equipment needed and the basic process.

Registration required.

Maple Valley Library, Saturday, June 8, 2pm

Foster Library, Saturday, June 15, 2pm

Federal Way Library, Sunday, June 16, 2pm

Burien Library, Wednesday, June 19, 6:30pm

Sponsored by the Burien Library Guild.

Newport Way Library, Saturday, June 22, 1pm

Des Moines Library, Tuesday, June 25, 6:30pm

White Center Library, Saturday, July 13, 1pm

Kirkland Library, Monday, July 15, 6:30pm

Shoreline Library, Thursday, July 18, 7pm

Renton Highlands Library, Monday, July 22, 6:30pm

North Bend Library, Thursday, July 25, 6:30pm

Auburn Library, Saturday, July 27, 2pm

Bothell Library, Thursday, August 22, 6:30pm

Bellevue Library, Wednesday, August 28, 6:30pm

Sponsored by the Bellevue Friends of the Library.



Meet the Authors

Sherri Brooks Vinton

Put 'em Up! and *The Real Food Revival*

A preserving guide and cookbook all in one, this creative collection has 80 recipes for preserving all kinds of fruit, from apples and cherries to lemons and tomatoes. Include recipes for using preserves in main dishes, desserts and cocktails.

Sammamish Library, Wednesday, May 29, 3:30pm

Ann Larkin Hansen

The Organic Farming Manual and *Finding Good Farmland*

Learn essential information before purchasing farmland, especially if transitioning from traditional farming to organic. Ann is a frequent contributor to *Mother Earth News* and runs her own farm in Bloomer, Wisconsin.

Carnation Library, Monday, June 3, 7pm

Deborah Niemann

Ecotrifty: Cheaper, Greener Choices for a Happier, Healthier Life

You will be surprised to discover all the artificial chemicals hiding in your home, food and personal care products, but learn how they are easily replaced with natural alternatives that cost far less.

Kirkland Library, Sunday, June 2, 2pm

White Center Library, Monday, June 3, 7pm

The American Cheese Renaissance Creating a Food Civilization

Presented by Gianaclis Caldwell, author of *Mastering Artisan Cheesemaking: The Ultimate Guide for Home-Scale and Market Producers*.

Take a tour of the American artisan cheese renaissance and discover how farmers, cheese makers, writers and consumers are creating an exciting, delicious and distinctively American cheese culture.

Auburn Library, Monday, June 3, 2pm

Wild Food Foraging for a Pacific Feast

Presented by Jennifer Hahn, author of *Pacific Feast: A Cook's Guide to West Coast Foraging and Cuisine*.

Get your boots, shovel, scissors and basket ready to enjoy a forager's-eye-view of the bountiful Pacific Northwest. Learn West Coast foraging tips including how to identify dozens of delicious and nutritious wild edibles from field, forest, beach and backyard.

Bothell Library, Tuesday, June 4, 7pm

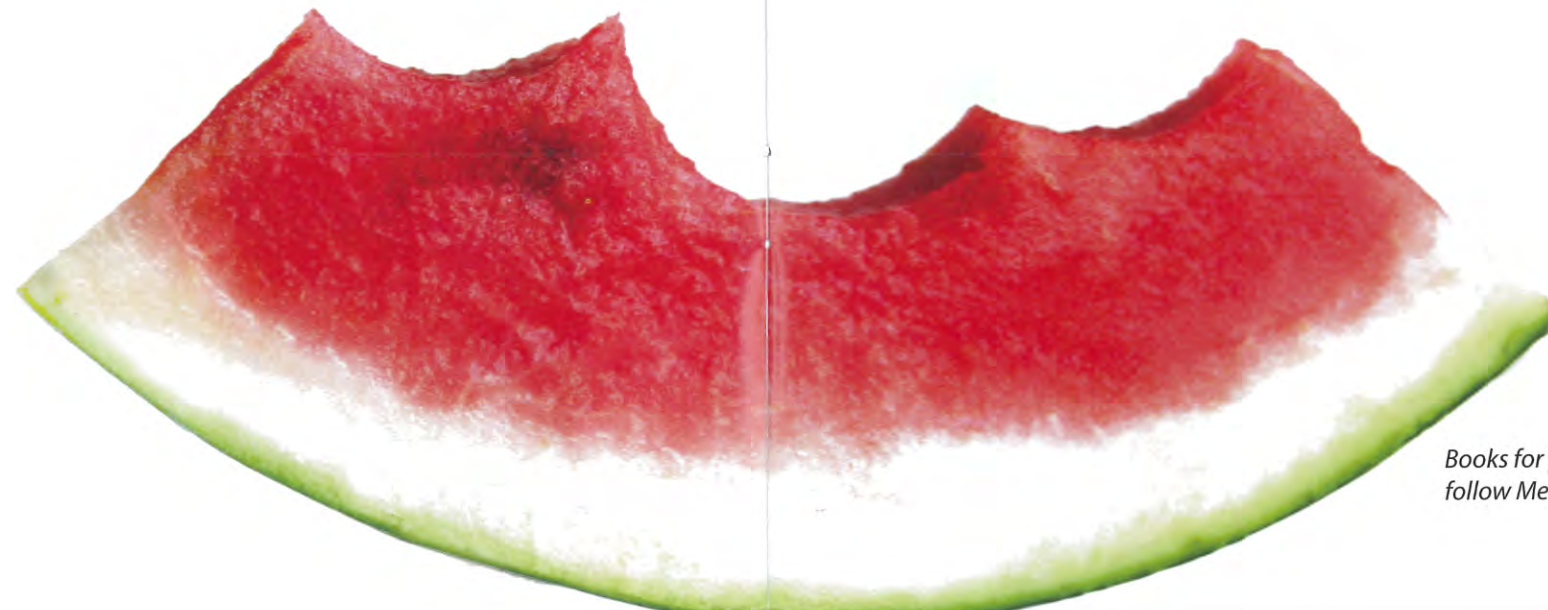
North Bend Library, Wednesday, June 5, 7pm

John Sundstrom

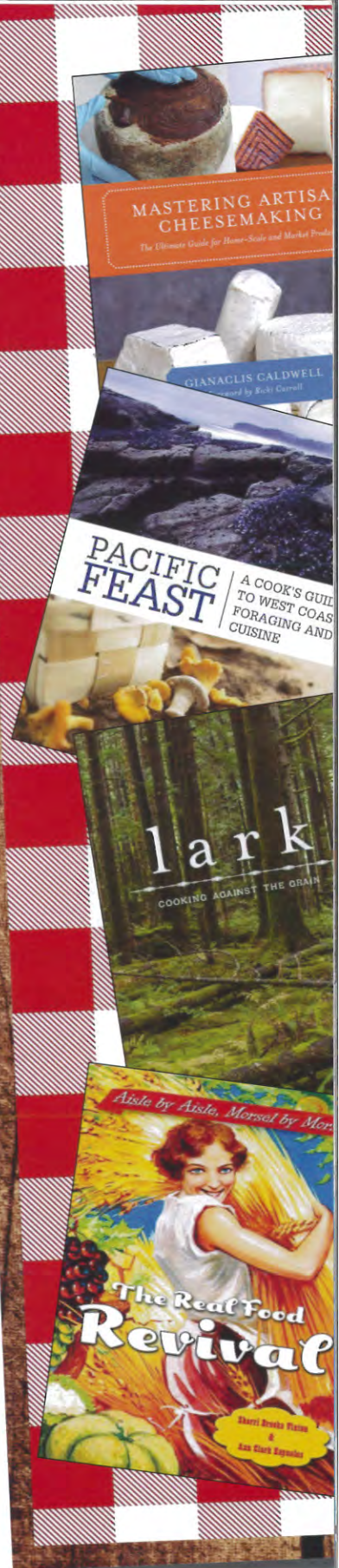
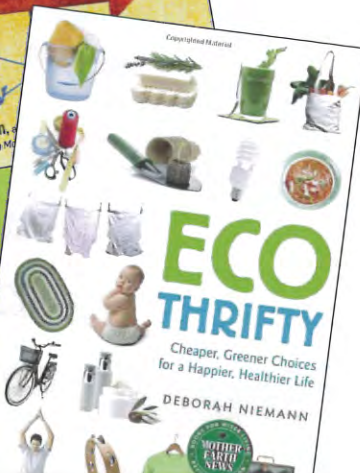
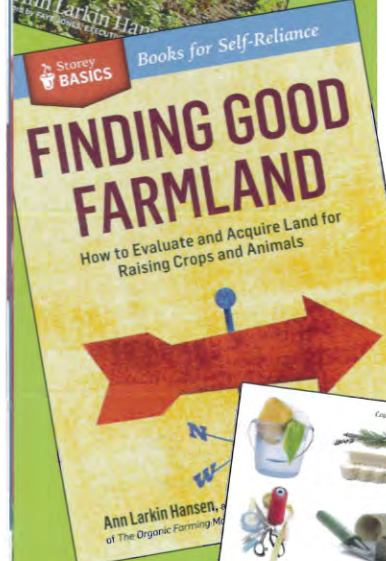
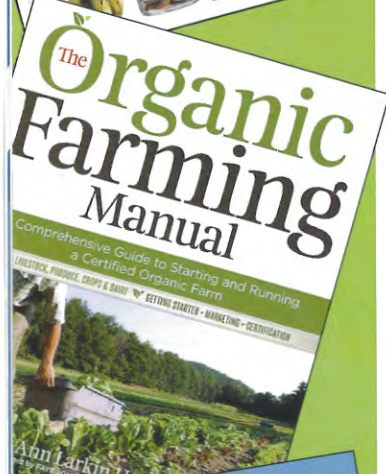
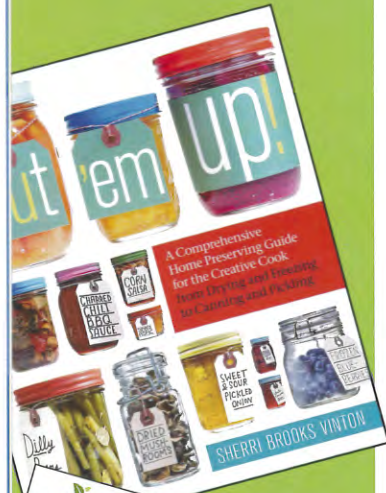
Lark: Cooking Against the Grain

Discover the story of Lark restaurant and cooking through the seasons of the Pacific Northwest. Filled with delicious recipes and beautiful photographs the book showcases the local seasonal cuisine that has made Lark a Northwest destination.

Bellevue Library, Wednesday, June 12, 7pm



Books for purchase and book signings follow Meet the Author events.



Meet the Authors

Shauna James Ahern

Gluten-Free Girl Every Day

The writer of the wildly popular blog, www.glutenfreegirl.com, collaborates with her chef husband to offer delicious recipes organized around different types of dinners, such as One-Pot Wonders, Stir Fries and Buffets. She also offers practical tips for stocking a gluten-free pantry.

Richmond Beach Library, Monday, June 17, 7pm

Issaquah Library, Tuesday, June 18, 7pm

Snoqualmie Library, Wednesday, June 19, 7pm

Burien Library, Thursday, June 20, 7pm

Living the Whole-Animal Lifestyle: How to Buy Good, Local Meat Straight from the Farm

Presented by Leslie Miller, author of *Uncle Dave's Cow and Other Whole Animals My Freezer Has Known*.

Interested in purchasing half a cow or pig but don't know where to begin? This author demystifies the process of buying meat straight from local farmers. Whether you're looking for grass-fed, organic, pastured, or antibiotic free, learn what you need to know to opt out of factory farming.

Burien Library, Tuesday, June 11, 7pm

Sponsored by the Burien Library Guild.

Redmond Library, Thursday, June 20, 7pm

Kent Library, Saturday, June 15, 2pm

Rick Browne, Ph.D

Doctor of Barbeque Philosophy

The author of *Grilling America*, *The Frequent Fryer Cookbook*, *The Barbeque America Cookbook* and *1001 Best Grilling Recipes: Delicious, Easy-to-Make Recipes from Around the World* is a pitmaster and host of the PBS television show, *Barbeque America*. He will share tips, secrets and recipes to make your backyard gathering a barbecue spectacular with hints for creating rubs and sauces, grilling wild game and how to make mouth-watering desserts on your grill. Demonstration and tasting included.

Mercer Island Library, Thursday, June 20, 7pm

Burien Library, Friday, June 21, 4pm

Richmond Beach Library, Saturday, June 22, 11am

Kirkland Library, Saturday, June 22, 2pm

Kent Library, Sunday, June 23, 2pm

Building Your Urban Pantry—Canning 101

Presented by Amy Pennington, author of *Urban Pantry: Tips and Recipes for a Thrifty, Sustainable & Seasonal Kitchen*.

Plan now, save money and eat like a king all winter long by using the skills learned in this short and informative class about savory and sweet preserves for your cupboards.

Sammamish Library, Wednesday, June 26, 6pm

Bellevue Library, Tuesday, July 2, 7pm

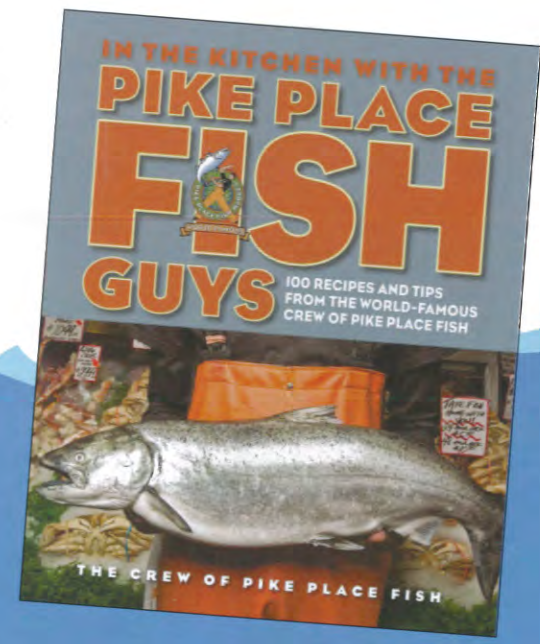
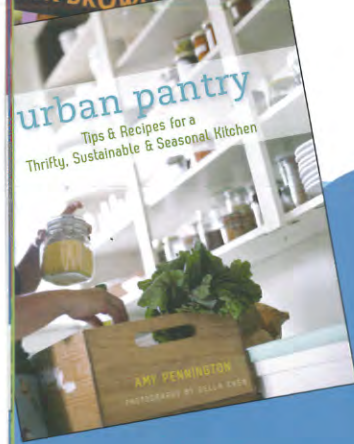
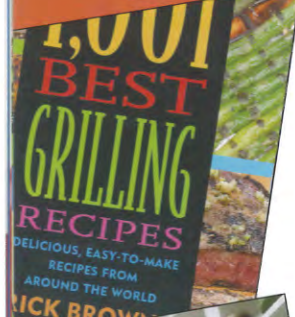
In the Kitchen with the Pike Place Fish Guys 100 Recipes and Tips from the World-Famous Crew of Pike Place Fish

You've seen them toss fish, bought great seafood from them and might even have heard about how this successful business operates. But now, there's a cookbook that "reels in" top seafood recipes, helpful tips and offers a smart approach to sustainability.

Kirkland Library, Thursday, July 11, 7pm

Bellevue Library, Saturday, July 27, 1pm

Sammamish Library, Wednesday, July 31, 5pm



Books for purchase and book signings follow Meet the Author events.

Meet the Authors



Colin McCrate and Brad Halm

Food Grown Right, In Your Backyard

This handbook for beginning home gardeners combines over a decade of experience in urban gardening offering information about small-scale organic food production, environmental education and residential landscaping.

Kingsgate Library, Monday, August 12, 7pm

Langdon Cook

Fat of the Land: Adventures of a 21st Century Forager

Take a seasonal tour through a year of wild foods in the Pacific Northwest. The author shares images of wild greens, mushrooms, berries and shellfish – and the delicious meals he makes. Learn about the many different species, their habitats and how to find them.

Tuesday, August 20

6pm: Demonstration at the Carnation Farmer's Market

One block east of Highway 203/Tolt Avenue on Bird Street

7pm: Presentation at the Carnation Library

Vashon Library, Wednesday, August 21, 7pm

Held at Vashon Maury Land Trust, 10014 SW Bank Road, 98070.

Supported, in part, by an award from 4Culture.



Books for purchase and book signings follow Meet the Author events.

Find Your Next Healthy Meal at the Grocery Store

A healthy diet begins at the grocery store. Join *Walk with Your Libraries* fitness trainer Ashley Kurtz on a tour of local grocery stores. Learn how to maximize your shopping trip and stock your kitchen with healthy choices to feed your family and fuel your workout. Meet at the red Library2Go! van before the tour and afterwards in the parking lot to pick up cookbooks, nutrition and 'how to' books – even get a library card.

Wednesday, June 19, 3pm

Kirkland Trader Joe's, 12632 120th Avenue NE, Kirkland, WA

Registration limited to 10 participants, register online at www.kcls.org or 425.821.7686.

Wednesday, July 17, 3pm

Bothell QFC, 18921 Bothell Way NE, Bothell, WA

Registration limited to 10 participants, register online at www.kcls.org or 425.486.7811.

Wednesday, August 14, 7pm

Kenmore Safeway, 6850 Bothell Way NE, Kenmore, WA

Registration limited to 10 participants, register online at www.kcls.org or 425.486.8747.

Des Moines' Sonju Community Orchard & Garden

Presented by Kim Richmond.

Join the garden steward of Des Moines' first community garden and learn how the garden started, what exciting new things they are doing this year and how you can get involved.

Woodmont Library, Wednesday, June 5, 7pm

Secrets of Urban Edibles Gardening

Presented by Tom Watson, EcoConsumer columnist, *Seattle Times*.

Join the regular purveyor of green tips on local TV and radio to learn how to grow fruits and vegetables in a small urban yard. Use your whole yard, choose the best varieties for your climate and space, and use salvaged materials to make beds and trellises.

Woodmont Library, Monday, July 8, 7pm



Book Groups

Kenmore Library Evening Book Group

Traveling with Pomegranates by Sue Monk Kidd

A mother and daughter travel to Greece discussing the food they eat, health, their relationship and many other things.

Monday, August 26, 7pm

Newcastle Library Book Group

The School of Essential Ingredients by Erica Bauermeister

Thursday, June 27, 7pm

Life lessons learned gathering at Lillian's Restaurant for a weekly cooking class.

Animal, Vegetable, Miracle: A Year of Food Life by Barbara Kingsolver

Thursday, July 25, 7pm

This bestselling author chronicles a year of growing and eating seasonally in a narrative that will open your eyes in a hundred new ways to an old truth: You are what you eat.

The Hundred-foot Journey: A Novel by Richard C. Morais

Thursday, August 22, 7pm

This story is about how the hundred-foot distance between a new Indian kitchen and a traditional French one can represent the gulf between different cultures and desires.

Movies

Movies that Matter

Food Justice at the Redmond Library

Presented by Lance Rhoades, Film Historian.

This documentary film series will explore issues of global importance.

Food Justice is a movement that supports communities in exercising their right to grow, sell and eat healthy food.

Sponsored by the Friends of the Redmond Library.

Thursday, July 11, 6:30pm, *The Garden* (2008)

Thursday, July 25, 6:30pm, *Food Inc.* (2008)

Food Flicks at the Burien Library

Refreshments provided.

Sponsored by the Burien Library Guild.

Wednesday, July 17, 6:30pm, *Julie and Julia* (2009)

Wednesday, July 31, 6:30pm, *Chocolat* (2000)

Wednesday, August 7, 6:30pm, *Charlie and the Chocolate Factory* (2005)

Wednesday, August 21, 6:30pm, *Like Water for Chocolate* (1992)

With PCC Markets

Free Walk, Talk and Taste Classes at PCC Markets

Ninety-minute classes and tours lead you through PCC Market aisles to discover choices in organic produce, sustainably raised products, bulk food and more!

Register at 206.545.7112 or at PccCooks.com.

PCC Markets free videos are another great way to learn to cook, get how-to tips and meet food producers.

www.pccnaturalmarkets.com/pcc/videos

Looking for recipe ideas? PCC has a bounty of recipes, celebrating high-quality, fresh ingredients available in the Pacific Northwest.

www.pccnaturalmarkets.com/pcc/recipes/about

Wondering about the nutritional value of food or how to get the most nutrition out of your meals? Ask the Nutritionist!

www.pccnaturalmarkets.com/nutrition/ask/



Farmer's Markets

Be sure to look for your library
at Farmer's Markets this
summer in these communities:

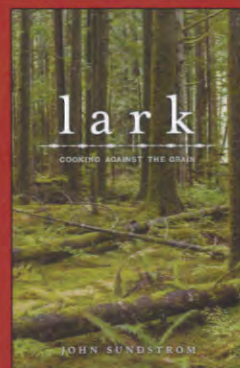
Auburn	Lake Forest Park
Bellevue	North Bend
Burien	Redmond
Carnation	Renton
Des Moines	Sammamish
Duvall	Shoreline
Federal Way	Woodinville
Issaquah	

a place at the

table

Inspiring Cooks. Nourishing Communities.



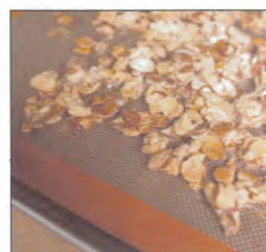


chef's note:
The Almond Croquant
can be made
ahead of time and
will keep for a
couple of days at
room temperature
in an airtight container.

Recipes

Malt Ice Cream with Crunchy Almonds

Used by permission, *Lark: Cooking Against the Grain* by John Sundstrom.
Photography by Zack Bent.



Serves 4
2 c. whole milk
¾ c. heavy cream
½ c. granulated sugar
8 egg yolks
¾ c. Horlicks or Carnation malt powder
(Ovaltine works great too)
Kosher salt
1 tsp. vanilla extract

Using the milk, cream, sugar and egg yolk amounts listed here, follow the instructions for steps 1–5 of the Vanilla Bean Custard recipe on page 63, omitting the vanilla bean.

Whisk in the malt powder and strain through a fine mesh strainer again. Add a pinch of kosher salt and the vanilla extract. Immediately place the metal bowl into the ice bath. Stir occasionally until the custard has cooled to room temperature. Once cooled, place the container in the refrigerator to chill completely, at least 4 hours, preferably overnight.

Churn it in an ice cream maker according to the manufacturer's instructions. Store in a freezer-proof container with a lid and freeze for at least 8 hours.

Almond Croquant

1 egg white
2½ tbsp. granulated sugar
4 oz. sliced raw almonds
Kosher salt
1 tbsp. unsalted butter

Preheat the oven to 350° F. Whisk the egg white until it's foamy and then mix in the sugar.

Add the sliced almonds and a pinch of salt to the sugar and egg white mixture and combine.

Spread the mixture thinly onto a buttered baking tray (or lined with a non-stick baking mat).

Bake until golden brown all over and crispy on the edges. Cool completely to room temperature, break up into smaller pieces and store in an airtight container at room temperature until ready to serve.

To serve

Place a generous scoop of the malt ice cream into a chilled bowl and garnish with pieces of the Almond Croquant.

Pike Place Poke

Used by permission from: *In the Kitchen with the Pike Place Fish Guys: 100 Recipes and Tips from the World-Famous Crew of Pike Place Fish.*

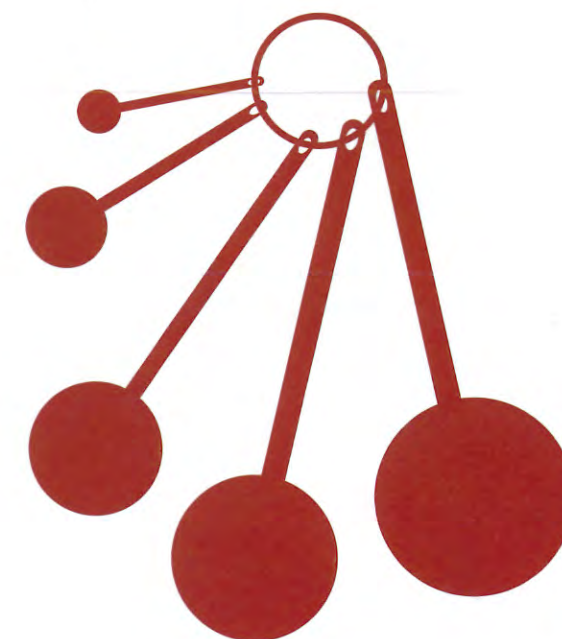
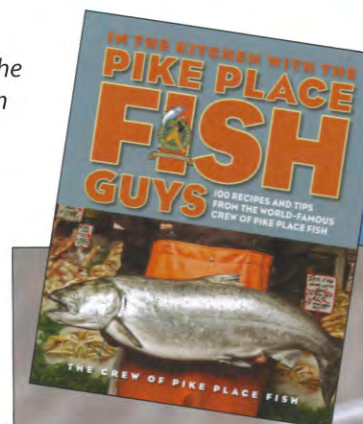
This tasty version from Anders is nicely balanced with good texture from the sesame seeds and the seaweed. Sometimes Anders makes this dish without the lime, making for a richer dish that can keep longer in the fridge without "cooking" from the acid in the citrus. You can adjust the crushed red pepper flakes to taste, or leave them out entirely, if you are serving to those with milder tastes. Ogo, also called sea moss, is available in Japanese markets or online. It adds great texture to the dish.

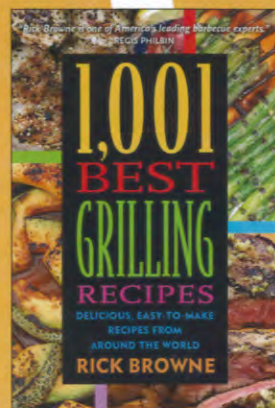
Serves 6 to 8 as an appetizer

2 pounds sashimi-grade
ahi tuna or albacore
1 large sweet onion, such as Maui or
Walla Walla, coarsely chopped
6 green onions, greens only, thinly sliced
2 tablespoons sesame oil
1 tablespoon sesame seeds
2 teaspoons crushed red pepper flakes
½ cup soy sauce
Juice of 1 lime
½ cup ogo soaked in water for 5
minutes, drained, and chopped

Using a sharp knife, remove the skin from the tuna as well as any dark flesh (the bloodline). Cut the tuna into small cubes, not more than ½ inch square. Place in a nonreactive (glass) bowl with the sweet onion, green onions, sesame oil, sesame seeds, red pepper flakes, soy sauce, and lime juice. Toss to combine. Add the ogo and toss again. Cover and place in the refrigerator until cold; 2 to 3 hours is even better. Serve on individual cold plates or in a chilled bowl.

To learn more about the Pike Place Fish Guys and Anders, visit
www.pikeplacefish.com/about/the-guys/





Anders' Killer Tuna

Used by permission from *In the Kitchen with the Pike Place Fish Guys: 100 Recipes and Tips from the World-Famous Crew of Pike Place Fish*.

This is Anders' killer tuna recipe that he cooked on *BBQ with Bobby Flay* and the one he makes every time he does an auction dinner. It's basic, but it's also really good! Slice the tuna thin, serve it with creamy bottled horseradish sauce for dipping, and everyone goes nuts.

Serves 4 to 6

½ cup soy sauce

½ cup extra-virgin olive oil

1 ½ tablespoons Worcestershire sauce

1 tablespoon minced fresh ginger

1 tablespoon minced garlic

2 slabs ahi tuna, about 1 inch thick

Combine the soy sauce, olive oil, Worcestershire, ginger, and garlic in a glass bowl big enough to hold the tuna. Add the tuna and turn to coat. Cover with plastic wrap and marinate for at least 1 hour at cool room temperature or in the fridge.

Preheat a grill to high.

Remove the tuna from the marinade and discard the marinade. Place the tuna directly on the hot grill for about 2 minutes per side for a rare center. Let rest for 5 minutes. Slice thinly and serve.

To learn more about the Pike Place Fish Guys and Anders, visit www.pikeplacefish.com/about/the-guys/

Barbecued BLT Burgers With Cheese

Recipe used by permission: Rick Browne, *1,001 Best Grilling Recipes*.

They do call them hamburgers, don't they? Well, these are made not with ham but with two other cuts of the pig. You can use a different cheese if you wish, or leave it out altogether.

Serves 4

1 ½ pounds ground pork

1 tablespoon minced chives

½ teaspoon oregano

½ teaspoon garlic powder

Salt to taste

Freshly ground black pepper to taste

8 slices thick hickory smoked

bacon, cooked and halved

8 slices Swiss cheese

4 thick slices beefsteak tomato

Fresh lettuce leaves, for serving

4 hamburger buns, toasted and buttered

Preheat the barbecue to 350°F (180°C) to 400°F (200°C) for direct and indirect heating, putting a water pan under the unheated side of the grill. Line the unheated side of the grill with a sheet of alumin foil, shiny side down. Make sure the grill has been well oiled or sprayed with a grilling spray.

In a large bowl, combine the pork, chives,

oregano, and garlic powder, salt, and pepper.

Mix with your hands until all the herbs are incorporated into the meat. Form the mixture into 8 thin hamburger patties.

Place 4 of the patties on a cutting board or other flat surface and top each with 1 slice of cheese, 1 slice of tomato, 2 pieces of bacon, and 1 more slice of cheese. Top each with another patty and, with your fingers and a fork, crimp the edges together to seal in the filling.

Place the burgers on the grill and cook over direct heat for 2 minutes per side to brown the meat. Carefully transfer the patties to the foil on the unheated side of the grill and cook for 3 to 4 minutes per side, or until the burgers are nicely browned and cooked through.

Transfer the burgers to a platter and let them rest for 3 to 4 minutes. Serve them with fresh lettuce on the toasted buns.

Smoke-Grilled Lime Salmon

Recipe used by permission:

Rick Browne, *The Best Barbecue on Earth*.

Some of the best salmon on earth come from the cold waters off the coast of Oregon and Washington. When buying salmon at the market make sure the eyes are bright, clear, almost alive; the gills reddish, and the skin moist with shiny, tightly-adhered scales. Fresh salmon will give slightly when you press it with a finger, then will spring back into shape.

Serves 4

1 teaspoon grated lime zest

¼ cup freshly squeezed lime juice

1 tablespoon vegetable oil

1 teaspoon Dijon mustard

½ teaspoon salt

½ teaspoon pepper

1 teaspoon brown sugar

4 (½ pound) salmon steaks, 1-inch thick

⅓ cup toasted sesame seeds

1 cup or 1 handful favorite wood chips

1 lime cut in ¼ inch slices, for garnish

Chopped parsley, for garnish

In a shallow dish, combine the lime zest, juice, oil, mustard, salt, pepper, and sugar, then add the fish, turning to coat both sides. Cover and marinate the fish at room temperature for 1 hour, turning occasionally.

Remove the fish steaks from the marinade, drain, and sprinkle with sesame seeds, reserving the marinade. Pour the marinade into a saucepan and bring it to a boil for 5 minutes.

Prepare a charcoal or gas grill to 375°F. Oil the grill rack.

Add a handful of soaked wood chips to the fire. Put a handful of soaked wood chips on a piece of heavy-duty aluminum foil and fold it over like an envelope to enclose the wood. Using a pencil, poke 3 or 4 holes in the top of the foil envelope (don't poke all the way through). Place the foil directly on the coals or gas jets and the wood inside will soon start to smoke. You can use this method or you can also just throw chips on the fire.

Then place the salmon steaks on the grill over direct heat. Cover and cook, turning the steaks and basting them with the boiled marinade 2 to 3 times for 16 to 20 minutes, until the fish begins to flake when tested with a fork. Transfer the steaks to a heated platter, garnish with slices of fresh lime and sprinkles of freshly chopped parsley, and serve.





KCLS invites everyone to find A Place at the Table! We'll toss around fresh ideas about food, cooking, nutrition and growing and using locally produced food. In addition to offering new food ideas, preparation and planning skills, and handy online classes, videos and resources, the series will help everyone create a nourishing table by accepting non-perishable food donations, to be distributed to local King County food banks.

www.kcls.org/cooks



kcls.org

2013 PRELIMINARY BUDGET

COMMUNITY

Connect with us



kcls.org

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2013 Budget Outcomes.....	4
Services	5
Collections	9
Staff	10
Technology	11
Facilities	12
Stewardship	13



John Grade, *Fold*
Duvall Library

2013 BUDGET OVERVIEW

COMMUNITY

King County Library System (KCLS) is intertwined with the community on many different levels and is a reflection of each of the unique communities it serves. But the future of the library is more than a place. It is a concept that further extends programs and services beyond buildings into the community—including online—to keep the library alive and flourishing. It is a shift in service that is driven by the importance KCLS places on keeping the library relevant and accessible to its patrons.

Libraries are busier than ever and KCLS has maintained open hours and staffing levels to meet unprecedented demand, but a shift to KCLS' new Services Strategy focuses on patrons beyond the walls of the library. By the end of 2013, more than half of KCLS libraries will be restructured to allow staff more time to develop innovative ways to expand outreach efforts to reach and engage new library patrons who have been traditionally underserved. Sophisticated planning tools that identify library usage patterns and other demographic data will arm librarians with detailed information to tailor programs and services that meet the specific needs and interests of their local communities.

KCLS strives to collaborate with other organizations when developing community programs and services and currently has formed more than 30 formal partnerships (and dozens of informal partnerships) across King County. Last summer, KCLS participated in "Let's Read!," a campaign focused on raising third grade reading scores and closing the achievement gap among low-income students in South King County. Children's Librarians visited summer lunch program sites to engage hundreds of children and parents in reading activities that helped 1,500 children maintain their reading skills over the summer. Take Time to READ, a large-scale partnership involving 16 cities and 143 private business partners across King County, encouraged people to read whenever they found a few moments to spare.

Providing a balance between broad, System-wide initiatives and specific community needs has always been a hallmark of KCLS and resources are leveraged accordingly. Many libraries are located with other civic spaces; KCLS' technology supports patrons' interests in the library as well as online; and prudent stewardship of public funds is based on KCLS' objective to preserve the 2010 lid lift revenue for at least eight years and substantially complete or start all of the projects identified in the 2004 Capital Improvement Program by the end of 2014.

The 2013 Budget will again be organized around six Budget Priorities, which identify the level of attention each operational category will receive in the coming year and gives KCLS a tool for weighing competing interests. Budget outcomes will be measured at the end of the year in an effort to illustrate the manner in which KCLS' programs and services make a difference to the community in 2013.



Paul Vexler, *Amoeba Like*
Auburn Library

2013 BUDGET PRIORITIES



The alignment of these general categories of operation for the King County Library System reflects the amount of attention each will receive in the 2013 Budget. They are meant to help weigh competing interests throughout the budget process. They do not reflect the total dollars or expenditure levels for each category. In addition, the operation of KCLS in 2013 will continue to be driven by its Mission, Values and Services Strategy.

1

SERVICES
In the Library
Online
In the Community

2

COLLECTIONS
Print
Digital
Media

3

STAFF
Staffing Model Rollout
Development
Compensation

4

TECHNOLOGY
Network
Hardware/Software
Innovation

5

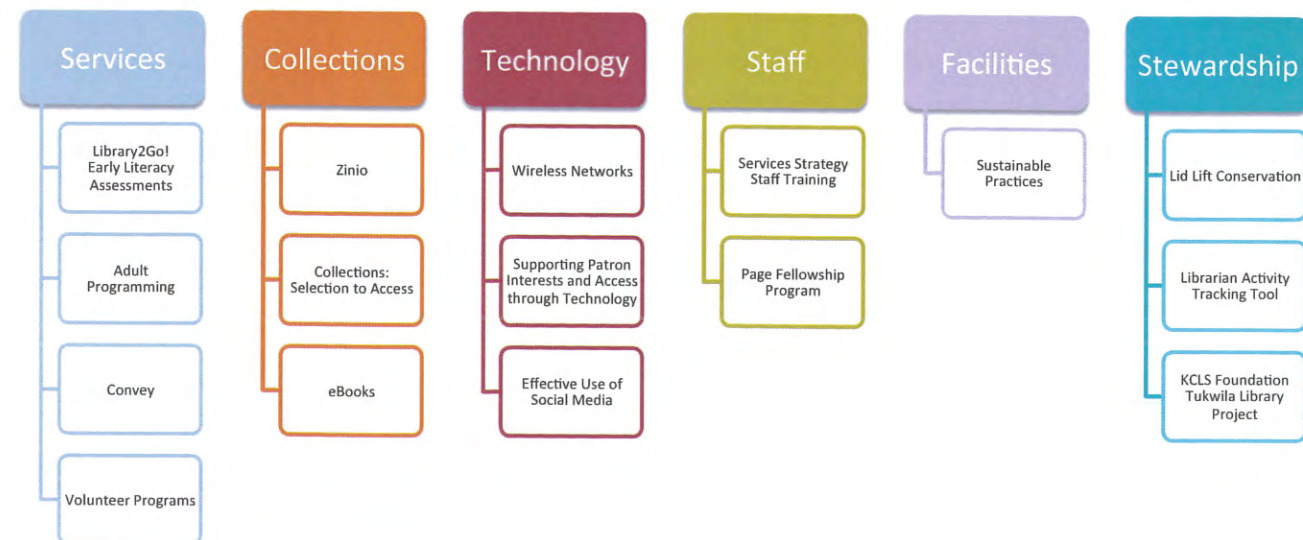
FACILITIES
Bond Projects
Maintenance Services
Renovations/Upkeep

6

STEWARDSHIP
Operating Budget
Capital Budget
Fiscal Management

2013 BUDGET OUTCOMES

Programs and services aligned with KCLS Budget Priorities are measured at the end of the year to ensure intended outcomes are achieved.



SERVICES

IN THE LIBRARY

With the exception of the City of Seattle, KCLS provides library service to 1.3 million people across King County. With the annexation of the City of Enumclaw and the opening of the Newcastle Library in late 2012, KCLS will operate 48 community libraries by year's end. Although the size of each library varies depending on the community, KCLS will provide 447 square feet of library building space for every 1,000 patrons by the end of the decade-long Capital Improvement Program. Libraries are open an average of 60 hours per week and collectively house more than four million items. Knowledgeable staff assists nearly 11 million people who come through the doors annually, checking out more than 21 million items from the vast array of resources KCLS offers. Technology gives patrons the ability to find library materials anywhere in the System and have them in hand within a few days, as KCLS continues to be one of the busiest library systems in the United States.



BUDGET OUTCOMES: SERVICES

SERVICES	KCLS will	which will result in	so that patrons have	as measured by
Library2Go! Early Literacy Assessments	train childcare providers in Early Literacy skills development	an increased use of the five literacy development practices	children who enter kindergarten ready to read and learn	assessment of childcare providers through pre/post surveys
Convey	offer a new method for community interaction on local issues	increased public knowledge around issues of community interest	a neutral provider of information and a place for civil public discourse	inquiries from staff and public; public partnerships and events; use of KCLS
Adult Programming	launch a new adult program series "A Place at the Table"	a higher degree of participation and involvement with adult programming	a source that provides relevant and impactful programming	program participation in the library, in the community and online and foodbank donations
Volunteer Programming	analyze the current operational use of community library volunteers	a plan to optimize the use of volunteer time	library services augmented by new programs delivered by volunteers	surveys; library use statistics and volunteer participation

In 2013, KCLS will use **CommunityConnect**, a Web-based application that pairs census data with market segmentation data, including library usage patterns, card registration and adult literacy levels that can be used to develop library programs and services. KCLS' services coordinators—adult, children's, teen, diversity, online and outreach—will use the information to develop a unique service plan for each community library. For example, a new System-wide adult program series entitled **A Place at the Table: Inspiring Cooks, Nourishing Communities** will offer some program elements online as well as in the library.

English as a Second Language and Citizenship classes continue to offer support and resources to help acculturate those who are new to the community. Libraries continue to be popular community gathering places and in the coming year, it is estimated that more than 50,000 people will reserve meeting rooms to study, conduct meetings or host community-related programs and activities.

Children's and Teens Services will **Dig Deep into Reading** during the 2013 Summer Reading Program, which annually engages between 40,000-50,000 youth in reading and reading activities during the summer months. A variety of other activities for all ages are held throughout the year, including toddler and preschool Story Times and Game On, KCLS' popular video game program. For students seeking homework assistance, many libraries will continue to offer Study Zone tutoring after school and in the evenings. A few Study Zone sites will be augmented with multi-touch Smart Tables to facilitate group study sessions.

CommunityConnect			
Select a Study Area: Whole District			
Basic Stats			
Population	1,338,919	100%	
Patrons	979,555	73.2%	
Checkouts	6,875,533		
Market Potential	359,364	26.8%	
Average Checkouts per Patron	7.02		
Use Rate	5.1		
Segmenting about Segments			
Number of Segments	45		
Segment with the Highest Population	24,296	1.8%	Boomburbs
Segment with the Highest Number of Patrons	18,416	1.9%	Boomburbs
Segment with the Highest Market Share	6		Rural Resort Dwellers
Segment with the Highest Patron Potential	1,03		Sophisticated Singles
Median Stats about Segments			
Median Population by Segment	2,244		
Median Patrons by Segment	1,619		



IN THE COMMUNITY

For adults and children who may not otherwise have access to the library, KCLS' fleet of outreach vehicles extends the library's presence by providing mobile library services to residents throughout the entire community. During 2012, five Library2Go! vans stocked with library materials visited 209 in-home daycares once every four weeks, in addition to KCLS' Traveling Library Center and ABC Express, which served 327 larger childcare centers, senior centers and adult family homes each month. In 2013, the total number of outreach vehicles will grow to 17 when four new **Mobile Learning Labs** join the fleet. The vehicles will be equipped with seven computer work stations, an instructor station and wall monitor for workshop demonstrations. Librarians will visit community sites to provide information and homework assistance for K-12 students with a focus on STEM (Science, Technology, Engineering and Math.) The vehicles will also provide programs for English Language Learning and Citizenship in targeted communities as well as adult interest programs, such as employment, small business support, genealogy and eReaders.

KCLS has a history of building and maintaining strong relationships with teachers and students throughout its service area and in 2012, librarians made a total of 2,172 school visits. KCLS is also involved in several coalitions focusing on Early Literacy initiatives, including partnerships with the Community Center for Education Results and Eastside Pathways, which are working to improve student success in south King County and the City of Bellevue, respectively. KCLS also encourages staff participation in local organizations such as Chambers of Commerce, service clubs and other civic organizations to foster even stronger community connections. In 2013, \$7,500 is budgeted to support memberships in more than 30 local organizations.



The third and final year of the **Take Time to READ** campaign will feature Quick Read Shelves and rocking chairs at 35 community sites, a mobile application for tracking reading and another major promotion at Seattle-Tacoma International Airport. The award-winning program encourages adults to read whenever there is time to spare and is funded by the KCLS Foundation (\$140,000).

A new initiative, **Convey**, encourages community leaders to utilize the library when making decisions on issues that are important to their constituents. As an impartial third party, KCLS is able to increase community awareness of those issues and facilitate discussion by gathering feedback through online discussion forums, written comments or public meetings, and then present decision-makers with potentially conflicting viewpoints in a neutral manner. In the coming year, as many as seven communities will utilize Convey to foster civic engagement.



ONLINE

In the coming year, KCLS' Social Media Team will continue to expand the library's presence in the virtual world by establishing broader connections and promoting library programs, collections and services via Facebook, Twitter, YouTube and other social media networks. To keep postings relevant and up-to-date, library staff will feed content to the Social Media team that reflects local community interests. In 2013, \$20,000 has been allocated to a targeted ad campaign intended to increase the number of followers. The Social Media Team anticipates the combined audiences for Facebook and Twitter will grow to more than 17,000 patrons.



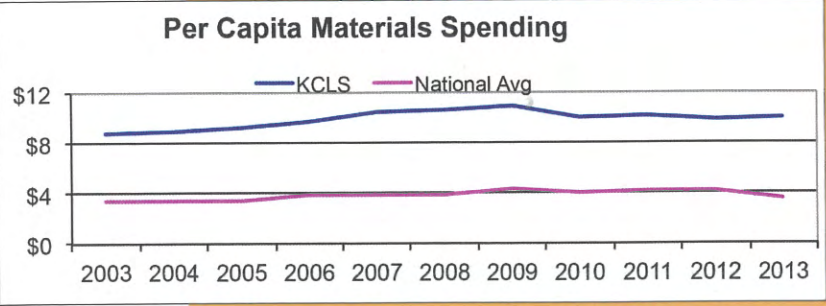
With the proliferation of patrons who own eReaders, coupled with a growing collection of digital content, library staff plays an important role in teaching the public how to access KCLS' downloadable collection. Every library cluster is equipped with an eReader kit that contains a variety of devices that staff can use for workshops or individual demonstrations, and \$60,000 has been budgeted to maintain the equipment and provide similar kits to outreach services. KCLS' Answer Line service will be reinvented so that patrons can reach KCLS for assistance by any means, including text or email as well as phone.

A number of other technological advances are also underway, including a virtual Summer Reading Program for children and teens; continued development of **KCLS to Go** (mobile app); introduction of a new app (the **READometer**) that will allow patrons to keep track of their reading; and an overhaul and refresh of **kcls.org**.

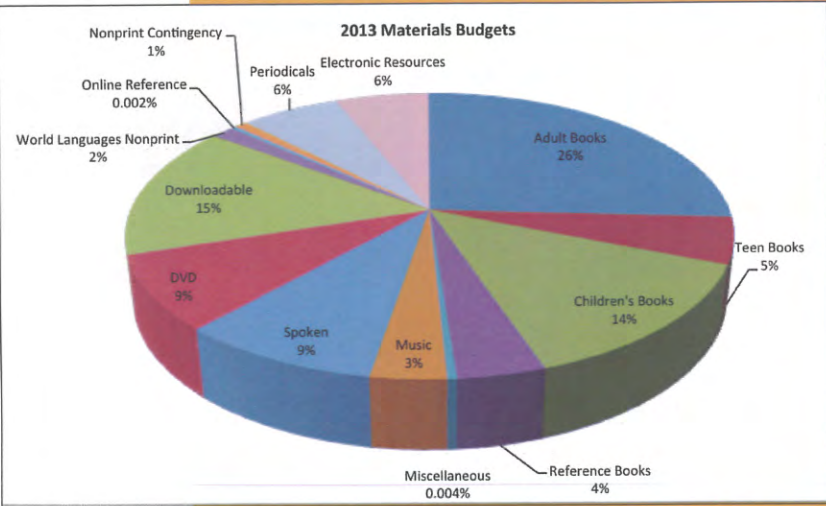


COLLECTIONS

Patrons have come to expect an excellent collection of materials from KCLS and the overall collections budget continues to be well above the national average for per capita expenditures of larger public libraries. In the past this usually meant printed books, but with demand for eBooks continuing to grow, expanding the collection of electronic resources has become a priority.



a turnover rate of more than four checkouts per year per item. Adult nonfiction is the largest segment of the collection at 914,000 items and turns over three times per item annually.



KCLS' collection contains more than 4.5 million items, not including electronic resources such as eBooks, databases or downloadable audio. The average turnover rate for materials is 4.61 annual checkouts per item. Children's materials are the most frequently used at five to ten checkouts per year. Nearly half a million adult fiction books in the collection have

Circulation of eBooks has increased an average of 125% each month in 2012 and \$1.5 million of the 2013 collections budget will be allocated for eBooks, \$500,000 of which is contingent on major publishers agreeing to sell digital content to libraries. The 2013 Budget also includes a 33% increase for electronic resources, which was cut last year to help fund the increase in eBooks, but has been reinstated. The online format not only takes up less space but has allowed KCLS to reduce its expenditures for reference books by almost \$1 million since 2001.

A new online magazine subscription service, Zinio, will be available to patrons for the first time in 2013. Zinio will allow convenient access to more than 300 current magazines through mobile devices and in many instances, offer enhanced digital content, such as video and audio. KCLS has allocated \$10,000 in the collections budget for magazine content and will evaluate the new service after implementation for possible cost-savings compared to current print magazine subscriptions.

BUDGET OUTCOMES: COLLECTIONS

COLLECTIONS	KCLS will	which will result in	so that patrons have	as measured by
Zinio	provide access to a digital newstand	access to popular magazines	enhanced digital content on mobile devices	usage reports and survey
Collections: Selection to Access	analyze existing DVD materials workflow	increased efficiency and availability	quicker access to new DVDs	number of days until DVDs are accessible
eBooks	expand the collection of eBooks	increased use of downloads	enhanced reading experiences on mobile technologies	circulation reports and surveys

STAFF

Five years ago, KCLS adopted a services strategy that called for an equal presence in the library, in the community and online. The Future Services Staffing model, which was implemented in two pilot library clusters in January 2011, utilizes Public Service Assistants to provide in-library services, enabling librarians to shift their focus to both the local and online communities. The Future Services Staffing Model, which was designed to be cost-neutral, was structured so that the transition would take place through attrition within certain levels of librarian and supervisory positions. KCLS also offered a voluntary retirement program for qualifying staff that included a \$20,000 incentive. Twenty-three staff members opted in to the program, which continues through September 2013. The costs will be recouped through the salary savings of the vacated positions. The voluntary retirement program speeds up the full transition to the new service model and allows KCLS to begin hiring practices that align with the new service strategy.

By the end of 2012, four library clusters will be organized around the new model and five more clusters will shift to the new model by the end of 2013. The remaining five clusters will transition in 2014.

The Preliminary Budget includes a 2% general wage increase assumption, which reflects KCLS' best estimate of wages for comparable public sector agencies as well as KCLS' fiscal situation. This is the second year that KCLS is providing a general wage increase. Benefits will remain unchanged with the exception of a new, high-deductible health plan that replaces an existing health plan option.

In 2012, the tuition reimbursement budget was increased to \$215,000. Of the 29 staff participating in the program, nine are enrolled in Masters of Library and Information Sciences programs, 19 are working toward certificates and undergraduate degrees and one is earning a master's degree in a non-library discipline. The program covers tuition and fees and all requests for assistance were fulfilled without a waiting list.

The 2013 staff training budget is \$203,500. Financial support for staff to attend conferences, which is the primary source of continuing education for librarians, is budgeted for \$97,600. The American Library Association Midwinter conference is being held in Seattle and the 5% increase enables a greater number of staff to attend. Funding for the Page Fellowship Program, which helps attract a diverse workforce that reflects the communities KCLS serves, will support a total of 46 positions.

	Library Staff (MLIS)	Library Staff (Non-MLIS)	Support Staff (System-wide)	Total
2012 Headcount	185	783	307	1,275
Full Time Equivalent	158	416	243	818
2013 Headcount	181	804	307	1,292
Full Time Equivalent	167	432	243	832
2014 Headcount	164	829	307	1,300
Full Time Equivalent	149	449	243	842
Change in Headcount 2012-2014	-21	46	0	25
Change in FTE 2012-2014	-9	33	0	24

BUDGET OUTCOMES: STAFF

STAFF	KCLS will	which will result in	so that patrons have	as measured by
Services Strategy Staff Training	provide training for each position	trained staff who can perform their new roles	high quality service	staff surveys; self-assessments; mentor and supervisor assessments
Page Fellowship Program	recruit, hire and train participants who reflect the diversity in the community	increased connections to diverse populations	a library staff that reflects the community	progress toward regular employment

TECHNOLOGY

Technology provides the foundation of KCLS' service strategy by enabling patrons to access many of the services offered in libraries, online and increasingly in the community. In 2013, technology expenditures will comprise 12.6% of the non-personnel budget.

Over the years, KCLS has benefited from access to I-NET, King County's state-of-the-art fiber optic network service provided for public facilities throughout the County. The original network is now more than ten years old and has reached capacity. King County's recent enhancements to I-NET have enabled KCLS to expand network capacity tenfold. In year two of the three-year plan to expand the network, \$490,000 is earmarked in the Budget to support additional switches, phone utilization and power support of the network.



Automated Materials Handling System, Preston

Along with the general network enhancements, KCLS will spend \$193,000 to expand wireless networks in libraries. With more people than ever before bringing their own wireless devices to the library, or checking out laptops for use within the library, strong wireless connections with reliable bandwidth are a priority.

Outreach services staff also need a more robust network for remote access that will allow them to demonstrate services, check-out materials and issue library cards during community visits. The 2013 Budget includes \$102,000 for system implementation, \$828,660 for data lines and \$340,000 for phone lines. The costs are mitigated by the Federal Government's e-Rate program, which have resulted in rebates of approximately \$300,000 per year in recent years.

With technology constantly evolving, software and hardware must be updated regularly. KCLS workstations are upgraded every four years and in 2013, Windows 7 and Office 2010 will be installed on all staff and public workstations according to schedule. Seven libraries will receive new computers, printers and associated technology and the Bellevue Library will be upgraded as well if the Final Budget allows.

KCLS has budgeted \$645,000 to develop and implement continued enhancements to the Evergreen open source Integrated Library System that will make the catalog even more useful to patrons, including a new "Discovery Tool" overlay to the catalog that improves search functionality.

BUDGET OUTCOMES: TECHNOLOGY

TECHNOLOGY	KCLS will	which will result in	so that patrons have	as measured by
Wireless Networks	enhance wireless capacity for libraries and Outreach units	improved network capacity and strength of wireless signals	faster, more reliable connectivity and access to KCLS' services	staff and patron feedback
Support Patron Interests and Access	implement software for specialized patrons' interests	new and increased features for the catalog and Web site	will have increased access around shared interests	patron input; catalog and Web site usage statistics
Effective Use of Social Media	identify and implement Social Media Strategy	new and expanded ways to connect with patrons	will learn of services and interact with posts	Social Media coverage; views; likes; re-Tweets

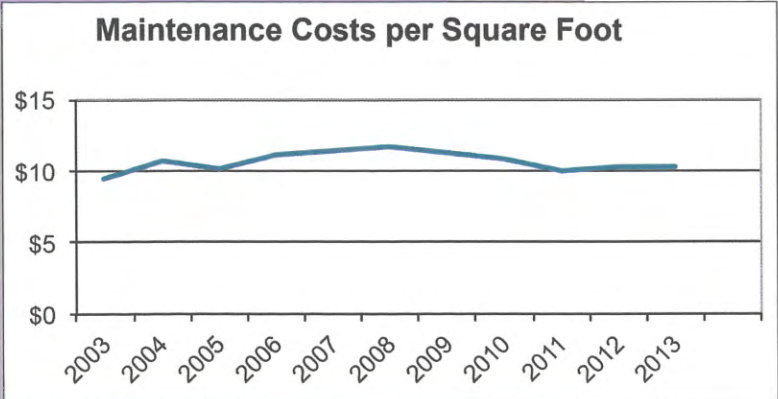
FACILITIES

Through 2013, KCLS plans to start or continue construction on projects outlined in the 2004 Capital Bond Plan. The new Federal Way 320th Library and the expanded parking garage at the Bellevue Library will open in 2013 and construction is expected to start on the Vashon, Fairwood, Tukwila and Skyway Library projects. Minor renovation projects are also planned for the Kingsgate, Mercer Island and Maple Valley Libraries as well as Library Connection@Crossroads, which is not funded by the bond. The remaining Capital Bond projects will be in some stage of design or planning. In addition to bond-funded projects, KCLS will be working with the City of Renton to complete design and begin construction of the Renton and Renton Highlands Libraries. Both projects are funded by the City of Renton.

KCLS' 48 libraries, the Service Center in Issaquah and the Materials Distribution Services Center in Preston will total approximately 722,000 square feet. Expenditures for maintaining building infrastructure and KCLS' fleet vehicles, which are covered by KCLS' Operating Budget, will be slightly more than \$11 million in 2013 and includes \$1.9 million for utilities and \$5.0 million for cleaning, janitorial, mechanical system maintenance and landscaping services, all of which are contracted through a public bid process. A minor maintenance factor of \$0.85 per square foot adds another \$650,000. Upkeep and maintenance for Automated Materials Handling systems at the Materials Distribution Services Center and 19 libraries is also covered.

The Facilities Budget includes general overhead for KCLS buildings, vehicles and shipping operations. Postage, gasoline, professional services and supplies are budgeted at \$1.25 million. Renovation of Library Connection@Crossroads along with special projects at all facilities will cost \$1.2 million. Replacement furnishings and equipment for special projects is budgeted separately, \$500,000 and \$450,000 respectively.

Maintenance and project upkeep costs average more than \$10 per square foot of library building space, but has remained relatively stable from the previous year.

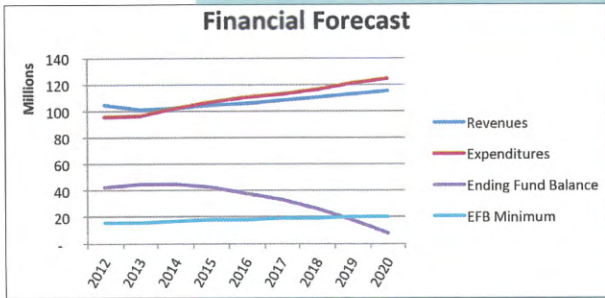
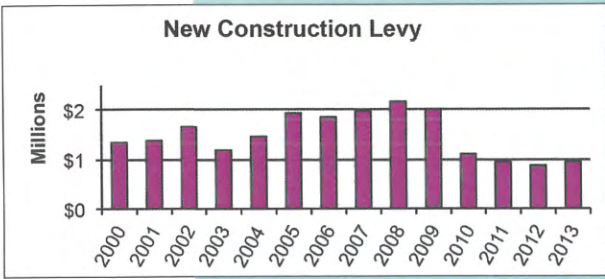
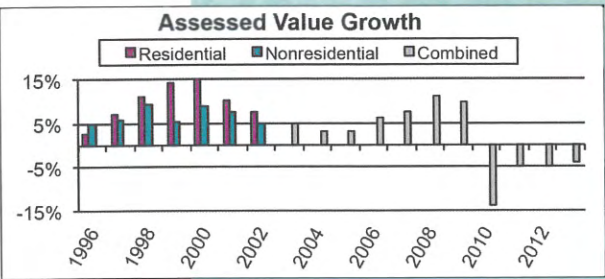


	Percent of Budget	Percent of Square Footage
Completed Projects	57.2%	65.2%
In Construction	17.7%	11.8%
In Planning	15.6%	15.5%
Remaining Projects	9.5%	7.5%

BUDGET OUTCOMES: FACILITIES

TECHNOLOGY	KCLS will	which will result in	so that patrons have	as measured by
Sustainable Practices	implement sustainable practices in new library buildings	energy savings	an awareness of KCLS' conservation practices	decrease in utility bills and water consumption

STEWARDSHIP



Assessed housing values in 2012 are down 3.8%, resulting in a second year of declining revenues for KCLS. New construction is still lower than the period between 2005 and 2009 when the housing industry experienced rapid growth, but initial reports of real estate activity suggest that 2014 growth will be positive. Annexation of Enumclaw will add approximately \$482,000, which will be offset by operating expenses for the Library. Overall, 2013 revenue will decrease by 3.5% or \$3.6 million compared to 2012.

Revenue projections are in line with projections made after the 2010 Levy Lid Lift election. To ensure that lid lift revenue lasts eight years, KCLS is keeping increases in expenditures at 2.6% in 2013. Most of the increase will come from a 4.1% increase in personnel costs with 0.3% growth in spending in all other categories combined. The expenditures include the cost of operating the Enumclaw Library and the Newcastle Library, which opens in December 2012.

Revenues are expected to grow by 1.8% in 2014. The ending fund balance is anticipated to be flat in 2014 versus 2013 as expenditures are projected to equal revenues at that point. With current forecasts for housing values and inflation, KCLS' long-range financial plan shows an ending fund balance above the minimum threshold until 2019.

KCLS committed to voters in 2004 to keep the bond repayment cost below \$0.08 per \$1,000 of assessed valuation. In the course of selling the last tranche of the \$172 million bond, KCLS received an AA rating. A total of 14 bids were submitted and the bonds sold with an average interest rate of 1.3%. Based on these favorable conditions, KCLS is moving quickly on an opportunity to refinance some of the earlier bonds. The result is expected to keep the repayment levy at \$0.07 per \$1,000 of assessed value.

The KCLS Foundation will once again provide support for numerous KCLS programs and activities in the coming year. Notably, the Foundation will cover the majority of costs for the third year of the Take Time to READ campaign and provide approximately \$500,000 of support for library programs. The Foundation Board has also committed to fundraising \$1 million for additional square footage at the new Tukwila Library. The additional space will support programs and activities that focus on serving the area's diverse community.

BUDGET OUTCOMES: STEWARDSHIP

STEWARDSHIP	KCLS will	which will result in	so that patrons have	as measured by
Lid Lift Conservation	manage budgets over multiple years	adequate fund balances	no significant increases in property taxes for as long as possible	ending fund balances in KCLS' budget
Librarian Activity Tracking Tool	implement a tool to identify professional-level activities	visibility into the time spent delivering services	programs and services that meet their needs and interests	patron engagement in the library, in the community and online
Tukwila Library Capital Campaign (KCLS Foundation)	KCLS Foundation will raise \$1 million	a 2,000 square foot addition of community space in the new Tukwila Library	a welcoming space that will inspire all residents	a successful capital campaign

TWO YEAR FORECAST

	<u>2012</u> <u>Budget</u>	<u>%</u> <u>Increase</u>	<u>2013</u> <u>Budget</u>	<u>%</u> <u>Increase</u>	<u>2014</u> <u>Forecast</u>
Beginning Fund Balance	34,900,000		42,700,000		44,971,125
Property Tax Base	99,992,348	-3.8%	97,018,389	1.0%	98,937,374
New Construction	867,652		939,407		877,782
All Other Revenue	3,243,713	-22.6%	2,511,950	0.0%	2,511,950
Total Revenue	104,103,713	-3.5%	100,469,746	1.8%	102,327,106
Salaries	44,047,777	3.6%	45,612,039	3.3%	47,094,430
Substitutes	1,169,952	3.4%	1,210,229	2.0%	1,234,434
Benefits	15,254,191	5.7%	16,129,007	8.1%	17,435,457
Facilities	10,784,324	2.2%	11,020,428	2.0%	11,240,837
Materials	13,116,778	1.0%	13,247,945	2.0%	13,512,904
CAPS	1,527,930	-12.1%	1,343,745	2.0%	1,370,620
Technology	5,296,789	-4.1%	5,078,441	2.0%	5,180,010
Programs	784,000	-6.7%	731,255	2.0%	745,880
Admin/Other	5,264,885	4.1%	5,478,595	2.0%	5,588,167
Building Leases	1,739,882	1.3%	1,762,285	5.0%	1,850,399
New Libraries	-		-		201,500
FSS Costs	-		-		151,546
Transfer to SC Debt Service	1,791,125	-2.1%	1,753,000	-3.1%	1,698,500
Total Expenses	100,777,633	2.6%	103,366,969	3.8%	107,304,683
Ending Fund Balance	38,226,080		39,802,777		39,993,548
Adjustments:					
2011 BFB Adjust	(752,463)				
Projected Underage	5,226,383		5,168,348		5,365,234
Projected EFB	42,700,000		44,971,125		45,358,782

Questions or comments?

Contact Maria Hatcher
425.369.3233 or mshatcher@kcls.org



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YEAR IN REVIEW

2012



22
MILLION



2012 YEAR IN REVIEW

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FROM THE DIRECTOR

ALIGN

The King County Library System (KCLS) did not rest on its laurels after being named Library of the Year in 2011. Instead, KCLS focused on aligning services and staffing to prepare for the future through the continued growth and evolution of KCLS' physical and virtual offerings.

In 2012, more than 22 million items were checked out, including 1.02 million eBooks, which is KCLS' fastest growing service. More eBooks were downloaded from KCLS than any other public library system in the country and more than 10,000 new eBook titles were added to the collection by year's end. Staff throughout the System provided eReader demonstrations, showing patrons how to download eBooks. Despite limited access to several libraries during construction of Capital Bond projects, more than 10 million visitors came through the doors of KCLS' 48 libraries during the year, a strong indication that KCLS continues to be at the center of community life. The thousands of people who attended the openings of the new Duvall and Newcastle Libraries was further evidence that the library is at the heart of communities throughout the County.

Connecting with the community remained a priority. Library2Go! vehicles visited home daycare and community sites every month to bolster the reading readiness of preschoolers in the KCLS service area. Partnerships were formed with agencies in South King County and Bellevue to increase academic achievement among low-income students. KCLS led this collaborative effort through participation in the *Let's Read!* program to help students avoid losing reading progress as a result of the "summer slide." A new initiative to assist communities with civic issues, *Convey*, was first utilized by the City of Kirkland. Library staff assisted the City in collecting input from the community about how to best utilize a former railway corridor, for the City to use during its planning process. Additionally, KCLS formed numerous community partnerships around *Take Time to READ*, a groundbreaking initiative that encouraged people to find more time to read. The campaign included a Book Cover Walking Tour that placed 266 four-by-six foot posters throughout 14 communities and the installation of Quick Reads Shelves and rocking chairs in numerous community locations, including Concourse B at the Seattle-Tacoma International Airport, the busiest commuter spot in the region.



The year also saw more libraries shifting to the new Services Strategy staffing model; five of 14 clusters have transitioned and all libraries will be similarly organized by the end of 2014. The reorganization also included the formation of a Social Media Team, which made significant strides in increasing KCLS' presence on social networking sites. All libraries are now benefitting from a new comprehensive planning tool that utilizes demographic, marketing and lifestyle data, enabling staff to better understand the residents of the communities they serve and to align services more closely to their interests.

In April 2012, Enumclaw residents approved annexation to KCLS, which now serves the entire County with the exception of the City of Seattle and two small communities in Bellevue. For nearly two and a half decades, citizens have voted to annex, fund and maintain the operations of the System, so it comes as no surprise that the Institute of Museum and Library Services selected KCLS as a finalist for the National Medal for Museum and Library Service. The National Medal is the nation's highest honor conferred on museums and libraries and celebrates institutions that make a difference for individuals, families and communities.

The announcement caps another year of accomplishments at KCLS and serves as a catalyst for providing great service to the community for many years to come.

Bill Ptacek

Bill Ptacek
KCLS Director



"I have to say that I love KCLS. The libraries are lovely and the librarians are always so helpful and patient. Thanks for providing such a great service!"

2012 IN NUMBERS

The success of a year can be measured in many ways, one of which is by the number of people who utilized library programs, services and resources. The following are a few noteworthy numbers from 2012:

22 MILLION CHECK OUTS

10.1
MILLION VISITORS

106,000
NEW PATRONS

12,416
TUTORING HOURS

CHECKING IN

More than 22 million books, movies and music were checked out by year's end, a slight increase from 21.8 million in 2011.

VALUED VISITORS

In the Library: 10.1 million people set foot inside KCLS' 48 libraries.

Online: Visits to kcls.org reached 39.8 million hits.

In the Community: Outreach vehicles (ABC Express, Traveling Library Center, Techlab and Library2Go!) visited a combined total of 56,824 people.

NEW MEMBERS

KCLS welcomed more than 106,000 new patrons in 2012, bringing the total to more than one million people in King County who have a KCLS library card.

STUDY SUPPORT

Study Zone volunteers provided a total of 12,416 hours of free tutoring service to 10,484 students at 40 library locations and online.

UPGRADING COMPUTER SKILLS

902 free computer classes were offered through the *TechTutor Volunteer Program*, with an attendance of more than 2,663.

ALL BOOKED UP

KCLS library meeting rooms were reserved a total of 23,241 times.

1.02 MILLION EBOOKS

23,241
MEETING ROOM RESERVATIONS

38,031
SUMMER READERS

89,286
ANSWERS

FREE DOWNLOADS

1.02 million eBooks were downloaded, a 129% increase from 2011, making KCLS the top public library in eBook downloads.

SUMMER READING SUCCESS

38,031 children participated in the Summer Reading Program and 56,439 children attended programs.

ANSWERING SERVICE

89,286 questions were answered via phone and email by Answer Line staff.

CITIZENSHIP CLASSES

2,750 people attended free Citizenship Classes.

GOOD NEWS

The total value of news coverage for KCLS' libraries, including social media, was \$302,754.

IN PARTNERSHIP WITH...

After defining and forming a Partnership Policy, 44 partnerships were created or formalized.

44 PARTNERSHIPS

SERVICES: THREE POINTS OF ACCESS

KCLS continued to connect with patrons three primary ways: in the traditional library setting as well as online and in the community. To connect with as many people as possible, programs and services engaged various ages and populations.

IN THE LIBRARY

Libraries are gathering places where people study, read, meet with friends and attend programs for all ages. Although more library services than ever before were offered online and in the community, more than 10 million people visited KCLS' 48 libraries in 2012.

YOUTH PROGRAMS: READING FOR FUN

From building Early Literacy skills through Story Times to organizing reading comprehension competitions, KCLS offered a variety of entertaining activities to engage children of all ages. The following is a sampling of programs:

WELL-ROUNDED ACTIVITY

The *Global Reading Challenge* engaged more than 1,900 fourth and fifth grade students from 53 elementary schools throughout KCLS' service area. After students read 10 books with an emphasis on diversity and globalization, they answer detailed questions during competitions within their schools, districts and regions. First time participant Grand Ridge Elementary, in the Issaquah School District, was the winner of the culminating Grand Challenge.

A HEAD START ON SUMMER... READING, THAT IS

To encourage children to participate in the *Dream Big, Read!* Summer Reading Program, reading logs were handed out at schools, allowing children to record their reading minutes before the program formally launched on June 1. Although not as many children officially registered on KCLS' Web site after receiving reading logs at school, the number of children who reached the halfway and finisher marks increased in record numbers from the previous year, 24% and 22% respectively. Circulation of children's print materials also increased 5% and

children's eBook circulation increased 109% from the previous year.

To keep children in south King County reading during the summer, KCLS was challenged to develop and implement a plan through a partnership with the Community Center for Education Results (CCER) Roadmap Project around their *Let's Read* initiative. In response, staff from Auburn, Burien, Fairwood, Federal Way, Foster and Kent Libraries visited 40 free lunch sites, including 13 parks, 11 schools, nine community centers, six apartment complexes and one church. Staff reached 4,652 children and 1,045

Dream Big READ!



Summer Reading Program 2012

"We want to extend a huge thank you for your support this summer! Connecting families with local libraries and participating in Story Times and Summer Reading Program events has been wonderful for 35 families of children headed to kindergarten. Your openness and collaboration has been terrific."

HOT OFF THE PRESS

To advertise the Summer Reading Program, 225,000 reading logs were distributed to school districts and libraries before the end of the school year, along with 25,000 preschool reading logs.

adults during the course of 147 visits and brought Library2Go! outreach vehicles to 19 locations, helping children discover new books to check out. Story Times were held at most sites and 10 Spanish Story Times were held at two locations. Many of the children and families who library staff connected with had never before visited a library and by the end of the program, 308 children signed up to participate in KCLS' Summer Reading Program. Of those, 146 earned halfway prizes and 120 earned final prizes. Thanks to the efforts of KCLS and partner school districts, CCER received a \$40 million Race to the Top grant.

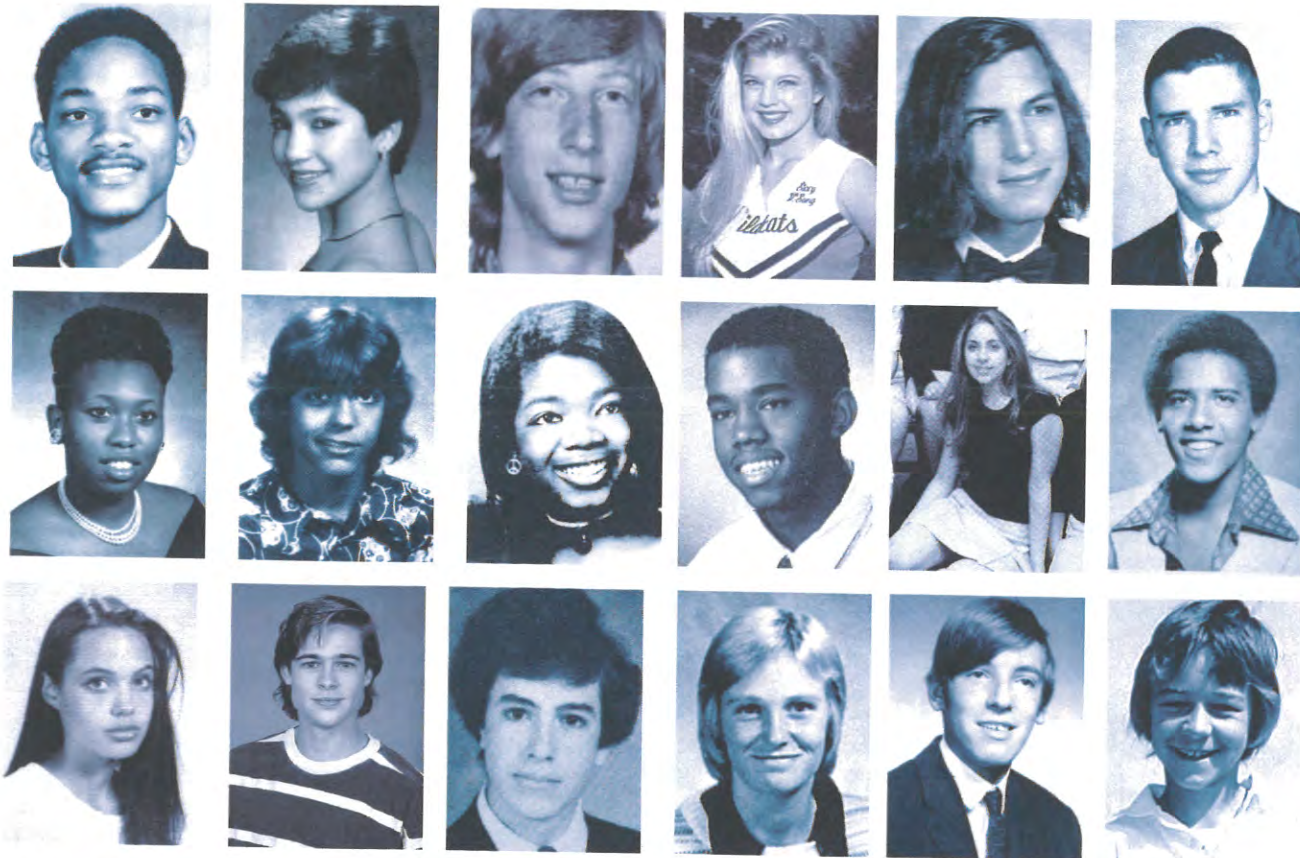
EARLY LITERACY IN SPANISH

In King County, more than 172,000 residents, nearly 10% of the population, is Hispanic. This is a fast-growing demographic and many families speak only Spanish at home. Research shows that young children are more likely to succeed in school if they develop Early Literacy skills in their home language before learning English. To help Latino families with preschool-age children learn more about Early Literacy and school readiness, *Fiestas de Alfabetización Temprana en Español* workshops were offered at 16 libraries. Each 90-minute class is conducted entirely in Spanish by trained facilitators and

families receive free books in Spanish to take home. In 2012, a total of 128 Fiestas were offered, serving more than 2,713 children, parents and caregivers and 1,345 giveaway books were distributed. In just six years, the Fiestas have reached an estimated 10,800 participants.

10,800 PARTICIPANTS

"I love Fiestas. I read more to my daughter, so that when she gets to school she will be prepared to learn. The facilitators are excellent. I always learn something new."



TEEN PROGRAMS: SKILLS FOR SUCCESS

Supporting teenagers, who are busy juggling school and social responsibilities, continued to be a priority. From homework help to organizing programs for fun and skill building, the library remained relevant to the lives of teens. The following is a sampling:

STUDY GUIDES

The *Study Zone* is a place for students to study, do homework and get help with their questions. Open to grades K-12, each tutor works with 1-5 students at a time. In 2012, Study Zone volunteers provided a total of 12,416 hours of tutoring services to 10,484 students at 40 library locations and online. KCLS' Study Zone is the largest volunteer study assistance program in the U.S. among public libraries.

FILM FESTIVAL

For the second year in a row, KCLS hosted a red carpet event to showcase creative teens who submitted videos to the *Read • Film • Win* (RFW) video contest. Since 2008, RFW has given tech savvy teens the opportunity to create short video book reviews or video book trailers with the goal of winning a prize. In 2012, more than 60 people attended the red carpet event, where two teens were awarded \$100 gift cards and their very own "Oscar." One proud teacher even attended after nine students submitted videos they created in his film class (one of his students won!). The KCLS Foundation generously funded this program.

GAME PLAN

Offered throughout the year in 24 libraries, *Game On!* attracts teens who enjoy video games. More than 500 programs were offered in 2012, with 8,000 teens participating. Gaming allows teens to interact socially while learning about other services the library offers. In a survey conducted by the American Library Association of public libraries offering gaming, 80% of teens reported they returned to the library to use other resources. In a recent survey of KCLS Game On! participants, 63% reported they frequent the library more than twice a week.

SCHOOL MATTERS

For a second year, *Life After High School* programs encouraged teens and their families to prepare for college or the workforce. A total of 46 programs were held, attended by more than 500 people, on topics such as choosing the right college, finding money for college, scholarships, job interview skills and more.

IN THE CLUB

Unique to each location, *Teen Book Clubs* engaged youth throughout the year. A new book club at Mount Si High School in the Snoqualmie Valley School District attracted more than 100 high school students, who met during their lunch break. Another popular book club for teens was *Pizza and Books* at Lake Forest Park Library. Teens, ages 12 to 18, discussed books while eating free pizza, sponsored by the Friends of the Lake Forest Park Library.

8,000 TEENS

GAME ON

TEEN TIME

At the Library: 1,939 library programs were offered for teens, with an attendance of 31,287.

At Schools: 1,042 middle and high school programs were offered, with an attendance of 39,164.

50%
INCREASE
35%
MORE
ATTENDEES

ADULT PROGRAMS: CLASS ACTION

For many people, continuous learning sparks the imagination and enhances the quality of life. Programs that interest and inspire adults increased 50% throughout 2012, with 35% more attendees.

LET'S TALK ABOUT IT

KCLS was one of 65 libraries throughout the United States to host public reading and discussion programs on the Civil War, funded by a grant from the National Endowment for the Humanities and the American Library Association. More than 900 people attended programs and discussions as part of the *Let's Talk About It: Making Sense of the American Civil War* program series. Five book discussions were held at the Mercer Island Library, led by project scholar Lorraine McConaghy of the Museum of History and Industry. Supplemental

programs on Civil War topics at libraries throughout KCLS included *Fiddle Tunes of the Civil War*, *Civil War Quilts*, *Civil War Cinema* and *The Civil War in Washington Territory*.

ENCOURAGING ENTREPRENEURS

In support of the small business community, *InfoBiz* programs included a brown bag lecture series in cooperation with Community Capital Development and the centrally funded program *Cooking Up a Home Based Food Business*, which was well-attended at 11 libraries in September and October 2012 with more than 41

attendees per session. A total of more than 570 people attended *InfoBiz* programs in 2012.

HIGHER EDUCATION

Specifically targeting ages 50 and older, *More to Explore 50+* program series topics ranged from travel to volunteering to health. The Transforming Life After 50 staff committee also created a Web guide with online resources on topics such as work and money, health and technology. Close to 900 people attended *More to Explore* related programs in 2012.

EVENT FULL

Offered at schools, community venues and locations throughout King County, 47 programs ranging from music and dance performances to multicultural puppet shows and author events, were attended by more than 12,000 people. The year ended with planning for a new program series for 2013: *A Place at the Table: Inspiring Cooks, Nourishing Communities*, which focuses on cooking, nutrition, locally produced food and more. In addition to offering new food ideas and preparation skills, the series will help everyone create a nourishing table by accepting non-perishable food donations, to be distributed through partnerships with local food banks.

DIVERSITY PROGRAMS: CELEBRATING CULTURES

For people new to the United States, learning English is a gateway to opportunities. From employment to the right to vote, the benefits are many. To serve new arrivals, a number of programs were offered throughout the year.

A DÍA TO CELEBRATE

In an effort to highlight El día de los niños/El día de los libros (Children's Day/Book Day), also known as *Día*, celebrated nationally each year on April 30, events and activities were held at 47 libraries and two regional events were organized. With multicultural book displays, cultural programs and world language Story Times in Chinese, French, Japanese, Russian, Somali and Spanish, there was something for everyone. All KCLS libraries participated in *Día* in 2012, a 67% increase from 2011. As a result of these efforts, KCLS was one of three recipients of the first Estela and Raúl Mora Honor Award, recognizing efforts to promote *Día*, presented during the American Library Association Midwinter Conference in January 2013.

HIGHLY CULTURED

A number of programs especially for diverse populations were offered throughout 2012. The following are a few highlights:

Talk Time: To help English language learners improve their speaking skills, *Talk Time* provided free conversational English lessons at 24 libraries. A total of 1,121 classes were held with 8,851 attendees, including 780 new students.

Literacy Towards Citizenship:

People studying for the U.S. Naturalization test learned about the application process and studied civics and history questions at free classes at 14 locations. A total of 458 classes were held, with 2,750 attendees, including 217 new students. The KCLS Foundation provided 160 workbooks to students completing their fourth class session and more than half of the students reported passing the test in 2012.

English Language Learner Family

Night: Kingsgate Library staff hosted an English Language Learner (ELL) family night to welcome parents and students to the library, some for the first time. The program was the first to utilize new interpretation equipment to facilitate conversations in Spanish and Hmong.

Chinese Book Club: Meeting at the Lake Hills Library for the first time in 2010 with six members, the Chinese Book Club quickly grew to 15 members. Due to the success of the program, guidelines for supporting future world language book groups were developed. A second Chinese Book Club began in 2012 at Kingsgate Library.

"The impact of the Chinese Book Club does not stay in the club. My wife and friends who saw my Chinese books borrowed them and read them, too. Had it not been for the book club, we would have limited reading materials."

MANY VOICES, MANY LISTENERS

From the steel drums of the Caribbean to storytelling from Africa, more than 8,000 people attended 52 programs at 41 libraries as part of the multicultural series *Many Voices, One Land*, which celebrated the diversity of the Pacific Northwest. Held from February–March 2012, attendance increased 242% from when the program was previously offered.

39.8

MILLION
WEB VISITS

ONLINE

Almost four times as many people visited KCLS online than in-person, with a total of 39.8 million visits to kcls.org by year's end. To keep up with the demand, online services were continually enhanced.

IN THE ZONE: REDESIGNED TEEN ZONE WEB PAGES

To better engage teens online, the *Teen Zone* Web pages were redesigned and launched in 2012. Specific goals of the project were to create a teen-centered site, simplify and modernize the pages and to enable teens to quickly find what they are looking for. In addition to achieving these goals, the new Web pages are more seamlessly integrated with the catalog. A *Hot New Reads* section highlights teen-appropriate books, which can be placed on hold with a few simple clicks. A brighter color palette enhances the visual impact of the site and a slideshow highlights programs and services, such as Homework Help.

GROWING UP: ONLINE STORY TIME

The online Story Time companion *Tell Me A Story*, which offers reviews of books and songs from Story Times at libraries, continued to grow in 2012. Parents and caregivers returned to the site frequently. The Web pages received 648,775 views. The Tell Me A Story video library, featuring Children's Librarians performing rhymes and songs for young children, expanded with 186 new videos posted to YouTube. Tell Me A Story videos have been viewed 570,974 times since the site launched in 2011.



12,024

LIKES

SOCIAL SKILLS

With the number of Facebook users in the world reaching more than one billion, more people than ever before communicate online. To reach online users, KCLS enhanced its *social media presence*. In early 2012, a central Social Media Team was formed to oversee all KCLS social sites: Facebook, Twitter and YouTube. As a result, staff interacted online with more library patrons than ever before: more than 16,000 people combined on Facebook and Twitter. Contributing to this growth was the KCLS Community Relations

Facebook Ad campaign in late 2012. In just five weeks, more than 6,000 new Friends "liked" the KCLS Facebook page, increasing followers by more than 100% by year-end.

PHILANTHROPIC ENDEAVORS

The Nonprofit & Philanthropy Resource Center (NPRC), which has an online presence and is based out of the Redmond Library, continued to serve the nonprofit community for the 12th year. The NPRC Web pages received a record number of visits, nearly 16,000, and 800 people visited the Center at the Redmond

Library. Nonprofit organizations took advantage of free access to grants databases to identify funders who match their interests. In addition, the NPRC promoted their resources to almost 2,600 people at meetings and conferences throughout the year.



A Foundation Center "Cooperating Collection"
www.kcls.org/philanthropy

HERE AND THERE

Library2Go! vehicles were often the highlight at community events that included Newcastle Days, North Bend Farmer's Market, Black Diamond Labor Days Event, Federal Way Libraries' 20th Anniversary Celebration, Shoreline Arts Festival and 35 school venues.



IN THE COMMUNITY

A community presence is vital. It entails serving people who cannot access the library, partnering with agencies to provide enhanced services and spreading the word about the importance of literacy.

DRIVEN TO DELIVER

To reach even more people in 2012, outreach services were expanded to three senior facilities and three childcares in Enumclaw as well as three sites in Vashon Island, for a total of 1,005 sites served.

1,005 SITES SERVED

"Library2Go! is a wonderful community service for those of us who no longer drive but love our books. The library labs have also been a boon to our ability to cope with all the new technology."

APPLIED MATHEMATICS: MOBILE LEARNING LABS

Expanding mobile outreach services, **four new vehicles** will hit the roads in spring 2013. Each vehicle is equipped with seven patron computer stations, a printer and a digital wall monitor for public instruction. Staff will use the vehicles to lead workshops for school-age children to engage them in learning math and science as well as assist English language learners.

BY REQUEST: STORIES2GO!

In the second year of service, five **Library2Go!** bookmobiles continued to make community visits, delivering materials to children, families and childcare providers. In response to the number one request of caregivers, KCLS created 200 multimedia themed kits, called **Stories2Go!** to add to the mobile vehicle collections. The five-part multimedia kits are designed to appeal to children ages 3 to 5 with picture books, music CDs and felt

sets on topics such as the alphabet, colors, counting and nursery rhymes. The kits enable childcare providers and parents to strengthen children's Early Literacy skills by engaging their sight, sound and touch. The KCLS Foundation and the Friends of the Mercer Island Library generously provided funding for the kits. In a recent survey of Library2Go! childcare providers, 93% of respondents rated the overall service as excellent, mentioning the convenience and friendliness of staff.

"Having the bus come to our daycare has been awesome. I love that you come to us. When I tell the children the bus is coming, they go crazy. They love to be able to get new books every month."

DELIVERY SERVICE

The following outreach vehicles hit the streets in 2012, serving a total of 56,824 people:

ABC Express served 54 daycares and 23 community locations, serving a total of 23,376 children.

Traveling Library Center visited 173 senior facilities, reaching more than 2,500 people.

Techlab, equipped with computer stations, provided 220 computer instruction classes to more than 1,500 participants at low-income apartment communities, refugee/immigrant service organizations, retirement communities and more.

Library2Go! visited a total of 29,448 people. Childcares were visited 1,428 times, serving 15,679 children; community sites were visited 686 times, serving 7,798 people; senior sites were visited 110 times, serving 409 people; and 51 special event visits reached 5,563 people.



COMMUNITY COLLABORATION

Working with outside organizations that share similar ideals allows KCLS to offer enhanced services. It also allows the Library System to do what it does best: provide outstanding service to all.

A NEW CONVEYANCE

The communities served by KCLS see, on occasion, civic issues that stir community interest. Realizing an opportunity to utilize the library's traditional role as an unbiased information provider and a place of conversation, a civic engagement initiative, *Convey*, was developed. The first Convey project entailed facilitating a conversation about the Cross Kirkland Corridor (CKC), as the City of Kirkland sought public input on how to best use the old railway corridor. Library staff worked in tandem with the Kirkland Arts Center (KAC) on the project, encouraging residents to share information and

feedback via three forums. A total of 120 online comments were received, more than 80 people attended a public charrette and 30 written comments were submitted. Gathered by KCLS, the input was given without any alteration to the City of Kirkland in September 2012. City staff will use the results from the Convey project as part of the public input for the CKC Master Planning process. In the coming year, library cluster managers will explore future opportunities for Convey projects that address broad issues affecting communities.

TRUE VALUE: PARTNERSHIPS

With a tradition of leveraging partnerships to provide innovative programs and services for patrons, KCLS formalized a *Partnership Policy* in 2012. As a result, 44 partnerships were created or formalized. The Partnership Policy encourages staff to partner with organizations that align with KCLS' missions, goals and policies for the purpose of implementing or promoting a program or service.

THE FOLLOWING ARE A FEW NOTEWORTHY PARTNERSHIPS:

Safe Place: In collaboration with Friends of Youth, Youth Cares and Auburn Youth Resources, KCLS became a participant in Safe Place, a national organization that offers shelter and counseling to at-risk youth ages 12 to 17. In June 2012, KCLS staff members were trained in Safe Place procedures and by year's end were able to assist several youth. Each night, there are between 500-1,000 youth on the streets of King County and Safe Places provides shelter until help arrives.

Transportation Choices Coalition:

As part of a book club for transit riders, called Books on the Bus, the Transportation Choices Coalition added the Take Time to READ logo to their bus advertisements and listed KCLS as a promotion partner. This provided an opportunity to reach the membership of Transportation Choices Coalition.

Washington New Americans (WNA):

Through a partnership with WNA, library services were introduced to new arrivals to the United States. In turn, KCLS participated with WNA in citizenship fairs, voter registration drives and community forums.

Northwest Bookfest: As a community partner, KCLS and the Kirkland Library participated in the two-day festival, featuring 130 authors, 30 panels, 25 writing workshops and seven special programs. KING FM 98.1 radio provided promotional opportunities and grants totaling more than \$12,000 were received from the City of Kirkland, 4Culture and the King County Library System Foundation. Other community partners and sponsors included Amazon, Book Publishers Network, Book Publishers Northwest, Costco and Pacific Northwest Writers Association.

2012 PARTNERS

4Culture
Alzheimer's Association
Amazon
American Heart Association
Bellevue Arts Museum
Bellevue Reporter
The Body Counselor
Boeing Employees Credit Union
Book Publishers Network
Book Publishers Northwest
Books on the Bus-Transportation Choices
Chinese Information & Service Center
City of Auburn Arts and Recreation Department
City of Burien Parks & Recreation
City of Redmond, Events and Marketing
City of Renton, Community Services
City of Sammamish
Community Alliance for Social Justice
Community Schools Collaboration
Costco
Eastside Catholic School
Essay Mentors
Highline Times/Des Moines News
Island Quilter
KCTS 9 Television
King County Department of Elections
King County Housing Authority
KING FM 98.1
Kirkland Arts Center
Kirkland Teen Union (YMCA)
Maywood Hills Elementary Parent Teacher Association
Mercer Island Preschool Association
Nancy Stewart
NELA Center for Student Success
Northwest Bookfest
Pacific Northwest Writers Association
Redmond Historical Society
Safe Place/Youth Care
SeaMar Community Health Center
Seattle Education Access
Shoreline Lake Forest Park Arts Council
Social Security Administration
Swedish Cancer Institute
Sylvan Learning Center, Auburn
Sylvan Learning Center, Federal Way
U.S. Citizenship & Immigration Services
Vashon Youth & Family Services
Washington New Americans
Wintergrass Festival
Youth Eastside Services



A TIMELESS MESSAGE: READ

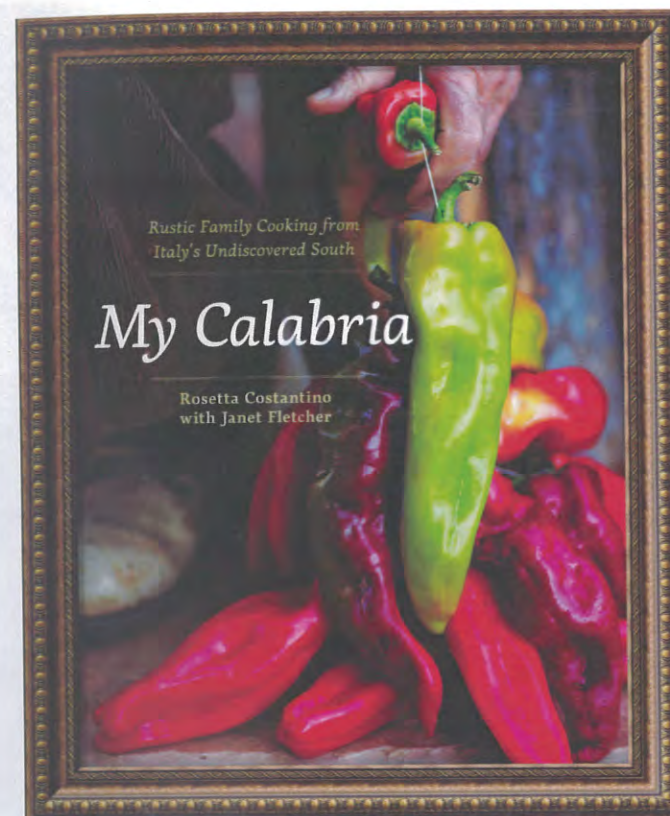
To encourage even the busiest of people to find time to enjoy a book, or even just a few pages now and then, the Take Time to READ initiative saw another successful year.

"I was picking up my daughter at the airport last night and saw the huge KCLS banner. What a terrific idea and a great message. Traveling with my family always means a new book."

TAKE TIME TO READ

Receiving two national awards in 2012, the *Take Time to READ* initiative continued to encourage people to find unexpected moments to read with a few new developments. In partnership with ClearChannel, three Quick Reads Shelves stocked with free reading materials and four rocking chairs were located in a concourse at Seattle-Tacoma International Airport and a banner reminding travelers to read spanned the exterior skybridge. From July through the end of 2012, the banner was viewed more than 19 million times by drivers and passengers heading to the pick-up area.

Thirty Quick Reads Shelves and Take Time to READ rocking chairs were located throughout the County, from public health clinics to tire stores, anywhere people may have a few extra minutes to read while waiting. Shelves are stocked with new and donated books and magazines, no checkout or return required. During the summer, 266 six-foot-tall framed book cover posters were featured in 14 communities, creating outdoor art galleries. A guidebook in print and online listed all titles and locations and invited readers to use a QR code on the posters to connect directly to the KCLS catalog. Almost 250 KCLS Facebook users participated in an



GOOD TIMING: TWO AWARDS

In 2012, KCLS was awarded two prestigious national honors for the Take Time to READ program: The *Urban Libraries Council* selected Take Time to READ as a Top Innovator in the "Positioning the Library" category for both promoting recreational reading and elevating the visibility of KCLS through a region-wide campaign.

The *American Library Association*, *American Libraries Magazine* and *Ebsco Publishing* honored KCLS with the John Cotton Dana Library Public Relations Award for strategic communication in the Take Time to READ promotion. This marks the 10th JCD Award for KCLS—a new record. In addition to the honor, KCLS received \$10,000 from the H.W. Wilson Foundation to fund public relations efforts.

online readers' advisory offer, writing about their three favorite books. They received custom personalized suggestions for their next great read and a donated \$5 coffee card.

Advertising on Metro buses and KCLS shipping trucks reminded more than 30,000 residents to read and more than a million ESPN Mariner's broadcast listeners heard local celebrity announcers talk about their favorite books. *Seattle Met Magazine* brought Take Time to READ to more than a million readers in each issue in July, August and September 2012. In total, 55 million impressions were registered through

the course of the year. Take Time to READ Media partners included ClearChannel Communications, KIRO radio, KCTS9, *Seattle Met Magazine* and Titan Outdoor.

In the coming year, KCLS will launch the READometer App, allowing people to track their reading minutes and to quickly find the nearest Quick Reads Shelf or KCLS library. Funding for Take Time to READ is generously provided by the KCLS Foundation.

"Thank you for including children's books. One of the little girls I saw last week refused to part with a book; she carted it through the exam rooms and everywhere else she went."

COLLECTIONS: QUALITY AND QUANTITY

Providing quality information is KCLS' core business. Just like a bookstore, shelves are stocked with popular fiction and the downloads collection is continually refreshed with new titles. In 2012, KCLS circulated more than 22 million items System-wide, a slight increase from 2011.



NEW RELEASES

In addition to the ongoing selection of new materials added to the collection throughout the year, **adult collections** were refreshed in several subject areas: caregiving, urban farming, music instruction, photography and more. A total of 799 new and classic titles were added, with 10,000 copies available for checkout. To keep people informed about global news, world language newspapers continued to be delivered to community libraries daily. Using an online service called Newspaper Direct, a total of 16,344 newspapers were printed and distributed, representing 14 countries and 24 languages.

"I went to an eReader session and the room was packed with people with every conceivable device. I didn't know much more than how to turn on my Kindle Fire. Staff helped me download a book from the library and place a hold. What an asset the eReader service is."



ON THE SAME PAGE: DEDICATED TO DOWNLOADS

More than one million **eBooks** were downloaded in 2012, a 129% increase from the previous year. With the explosion in sales of eReaders, tablets and smart phones, KCLS launched a multi-prong eBook initiative focused on collection growth, staff training and increased promotion. To get people started with eBooks, drop-in sessions were held at libraries, encouraging people to stop by with their eReader, tablet, phone or just their questions. KCLS substantially increased its downloadable collections, adding 34,272 copies and 10,868 titles.

The eBook collection was diversified with the addition of Blio, Baker & Taylor's new eBook platform, which provides eBooks for tablet computers and smart phones. By the end of 2012, more items were downloaded from KCLS than any other public library in the country. KCLS ranked first in both eBook downloads and all digital media downloads.

129%
INCREASE IN EBOOK DOWNLOADS

TECHNOLOGY: UPDATES AND UPGRADES

To meet the increased demand for online services, KCLS undertook a number of initiatives in 2012, including enhancing the Evergreen System and updating hardware and software throughout the System.



SPRUCING UP THE EVERGREEN SOFTWARE

With the objective of making information even more easily accessible, KCLS continued to refine the open-source *Evergreen Software*. Developed to allow for better customization than vendor-owned software, the most visible component of the system is the library catalog. While many new features have been added since implementation, and system performance has improved, it became clear early in 2012 that a new support strategy was needed for future enhancements to the system.

Professional firms whose open-source software experience extended beyond library technology were identified. Working with developers and system engineers, implementation of new features, searching software and performance improvements were realized by year-end and will continue in the coming year.

OTHER ENHANCEMENTS

Several projects were undertaken, or started, in 2012:

Phone System Replacement:

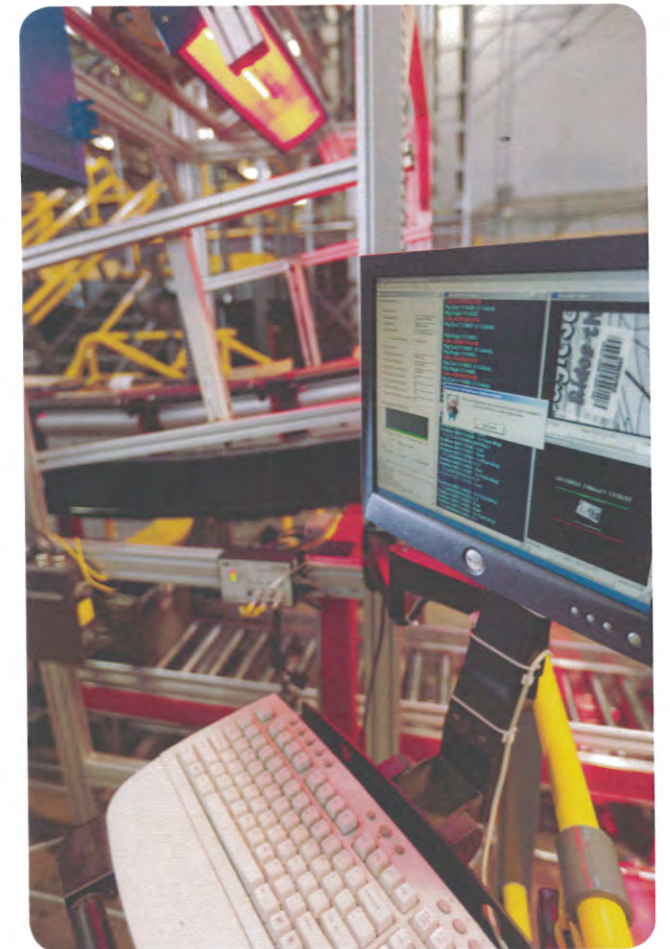
KCLS embarked on a three-year initiative to replace 48 separate phone systems with a single network-based system.

Network Enhancements:

The beginning phases of implementation for I-NET2 got underway. I-NET2 will provide an approximate ten-fold increase in general network capacity to support the increased use of technology in libraries and the influx of patrons using their own laptops, phones and tablets.

Preparing for Future Growth:

The Data Center, which is the central location for the Evergreen ILS, email servers and network and telephone systems, underwent a remodel to create capacity for future growth and more reliably restore systems.



EMERGING TECHNOLOGY

To maintain *up-to-date technology*, KCLS refreshed roughly one-fourth of its public and staff workstations, printers, laptops, servers and various supporting technology throughout the System. In 2012, hardware was also provided to the following renovated, newly opened or annexed libraries: Enumclaw, Lake Forest Park, Duvall, Auburn and Newcastle.

A new software system, *EnvisionWare*, was implemented to better manage booking and printing on library computers. EnvisionWare provides a more streamlined and efficient interface for patrons and staff have better tools to oversee the use of public computers.



STAFF: DAILY DEDICATION

The success of KCLS libraries is ultimately a result of staff who are dedicated to providing assistance, help and resources. To keep staff skills refreshed and up-to-date, a number of programs were offered.



INSIDE JOB: NEW ONLINE APPLICATION SYSTEM

KCLS began using an *online application system*, NEOGOV, to streamline the recruiting and hiring process. Since the move to NEOGOV in mid-2012, KCLS received 5,062 online applications for 136 positions, resulting in 142 hires. The online system is beneficial to potential hires as it allows them to reapply for other jobs in a matter of minutes using previously stored information. It also allows managers and staff involved in the hiring process to easily review online applications without the need for paper copies.

LEARNING CURVE

KCLS continued its commitment to lifelong learning and diversity by offering staff the opportunity to study various languages. In 2012, 35 staff members participated in the *Language Funding Program*, taking classes on English Accent Reduction, Spanish, Russian, Italian, French, Japanese and Chinese. In 2012, 43 staff members also participated in the KCLS Tuition Assistance Program. Of those, 13 students graduated.

PAGE TURNER

Nine years since the inception of the *Page Fellowship program*, KCLS continued to hire and retain a more diverse workforce that directly connects with and reflects the communities KCLS serves. The program offers participants professional and career development opportunities through on-the-job-training, workshops, job shadowing activities and ongoing training. In 2012, there was an increase in the number of Page Fellowship participants accepting and advancing into higher level positions, a marked improvement from the first graduating class in 2005 and a continuing trend since 2011.

CLASSIFIED

2012 was the busiest year yet for Staff Development, with 14 new classes offered. The number of classes increased 37% from 285 classes in 2011 to 390 classes in 2012, thanks in part to webinars and online courses. The following are a few highlights:

Classes were offered on *time management*, managing email and effective public speaking.

Reference services classes focused on advanced searching on databases, census data and performing legal and medical research.

In preparation for the holidays, and eReaders anticipated as a popular gift, 189 staff members attended *eBook Refresher* sessions.

49 staff completed *Readers' Advisory*, a five-part series covering the use of library technology, database searching, Responding to Critical Situations and Meeting Patron Needs.

A video for *Library Pages* was created to orient new Pages to KCLS and explain their job duties.

More than 150 staff members were trained to use *CommunityConnect*, which provides information about local communities and helps staff better match local library services to the unique needs of communities.



A WORKING MODEL

The new Services Strategy staffing model was implemented at two additional library clusters in 2012: Algona-Pacific/Auburn/Muckleshoot and Mercer Island/Newcastle/Newport Way.

The staffing model allows librarians more time to focus on community outreach and online services. To support staff transitioning to the new model, Leading Change, Responding to Critical Situations and other classes were offered.

FACILITIES: BUILDING COMMUNITY

During the course of the year, the first Newcastle Library opened and the Enumclaw Library annexed to the System, bringing the total number of libraries to 48. Ensuring that all facilities were welcoming and inviting continued to be a priority.

BOND INVESTMENTS

With a few years remaining of the decade-long Capital Bond Improvement Plan, progress continued on library enhancement projects. Enthusiastic crowds turned out for four library opening celebrations, with a combined total of 2,050 in attendance. Attendance at the Newcastle Library opening exceeded 1,000 people eager to visit the first library in their community.

NEW ADDITION

The renovated Enumclaw Library was celebrated with an open house in December 2012 after improvements were completed to the building following the library's annexation to KCLS in April 2012. Enhancements included new paint, carpet and furniture, a cyber (computer) bar for laptop users, more public computers and significant additions to the library's collection.

The first-ever Newcastle Library opened in December 2012. The 11,000 square foot building was warmly welcomed by the community and features a reading room with windows spanning three sides of the building. The building includes a geothermal well heating and cooling system, radiant heated floors and a green roof.

The new Duvall Library opened in August 2012. The 8,000 square foot library was built in the heart of historic downtown Duvall and was designed to meet LEED Silver standards, featuring a ground source heat pump, energy efficient lighting, recycled materials and a green roof.

2,050 ATTENDEES



A NATURAL LEADER

LED Lighting: KCLS retrofitted parking lot lights with eco-friendly LED lights. The bulbs are more cost-effective than standard light bulbs.

Reusable Bags: KCLS piloted reusable bags that patrons may check out or purchase at cost to carry library materials. The reusable bags, made from a lightweight recyclable fabric, are an even more economical and environmentally friendly way to protect library materials than compostable bags that replaced traditional plastic bags several years ago. The reusable bags will be available System-wide in 2013.

RATE OF RETURN

To return materials to library shelves more quickly, additional **Automated Materials Handling Systems (AMH)** were installed in 2012. New systems were added at Newcastle and Auburn Libraries and existing systems were expanded at Redmond, Bothell and Covington Libraries. The Auburn Library system is the first in the U.S. to use a component called the TurnMate, a turntable that orients the books to drop into appropriate carts.

The expanded and renovated Auburn Library opened in September 2012. Two sides of the original building were expanded, bringing the library to 20,000 square feet. Windows allow views of neighboring Les Gove Park and the library includes a central reading area, a modified entryway, expanded parking and a rain garden.

The renovated and expanded Lake Forest Park Library reopened in January 2012. The library was expanded to 5,841 square feet, which is 60% larger than the former library. The interior of the library has more computers and a multipurpose room that may be sectioned off from the main library for small group meetings via a sliding glass wall.

Storefront improvements and interior enhancements at the Library Connection @ Southcenter were completed in January 2012. In addition to increasing square footage, enhancements included new furniture, carpet and paint.

"I'm impressed with the new Lake Forest Park Library. You've got a diamond now!"

STEWARDSHIP: FINANCIAL RESPONSIBILITY

KCLS continued to offer quality programs and services to those who need them most, thanks to prudent financial management and continued support from the KCLS Foundation.



LEVY LID LIFT

KCLS revenue declined by \$4.7 million in 2012, for the first time in decades. Property values in KCLS' service area declined by 5%, coupled with a continued decline in new construction. Due to the *Levy Lid Lift*, KCLS is at the statutory limit of \$0.50 per \$1,000 of assessed valuation. Despite the difficult economic climate, KCLS continued its tradition of prudent financial management. In order to preserve the majority of the lid lift revenue for coming years, KCLS targeted \$700,000 in spending reductions in 2012. The reductions offset needed spending increases in other areas so that the 2012 Operating Budget was only 1.8% higher than the prior year. This was in keeping with the multi-year financial strategy of stretching lid lift revenue as far as possible.

King County Library System Foundation

Literacy Learning Libraries



A STRONG FOUNDATION

The mission of the *King County Library System Foundation* is to promote literacy, learning and libraries by providing support beyond public funding for initiatives and resources that enable KCLS to better serve the needs of the community.

In 2012, the KCLS Foundation provided close to \$450,000 in direct support for programs, facilities and services that benefited 200,000 children, youth and adults. With the belief that reading is transformational, the KCLS Foundation strives to create a community of readers and supports programs that connect residents of all ages with reading opportunities.

Many of the programs cited in the KCLS Year in Review were funded, in part, by the Foundation, including Take Time to READ, Summer Reading Program, Global Reading Challenge, Study Zone, Play & Learn and You Choose the Next Newbery.

In 2012, the KCLS Foundation launched a Capital Campaign, which will raise \$1 million to add 2,000 square feet of community meeting and program space to the new Tukwila Library. The new Community Mosaic area will provide a performance space, gathering place, cultural hub and learning commons to benefit all residents of Tukwila.

More information may be found at www.kclsfoundation.org.

BEHIND THE SCENES

Keeping 48 libraries running smoothly is the result of staff and numerous volunteers who support the goals of the System.



COLLECTION ENHANCEMENTS

To get new materials to patrons more quickly, Collections Management Services worked with a consulting firm to analyze and revise current workflows. A pilot project was undertaken, focused on *reducing the wait time* for new music items. By the end of the pilot, there was a 300% reduction in wait time from the moment an item is requested to when it is available for check out.

To keep library collections updated, *collectionHQ* was utilized at all libraries. Based on patron usage, *collectionHQ* provides reports that indicate areas of high demand and interest at specific libraries. As a result, in 2012 KCLS refreshed collections accordingly and was able to transfer materials from one library to another based on demand.

VALUABLE VOLUNTEERS

In 2012, 1,400 individuals volunteered an average of 6.5 hours per month at KCLS libraries. In any given month, KCLS benefits from 800 volunteers assisting the public with homework help, English conversation classes, preparation for the U.S. Citizenship test, delivery of library materials and general support tasks.

LIBRARY SUPPORTERS: FRIENDS TO ALL

Public libraries continued to play a significant role in the community, a task that would not be possible without the support of KCLS' 40 Friends of the Library and 16 Library Advisory Board groups. In 2012, KCLS welcomed two new Friends of the Library groups and one new Library Advisory Board to its list of supporters: The Friends of the Newcastle Library, the Friends of the Enumclaw Library and the Enumclaw Library Advisory Board. The 40 Friends of the Library groups provided a combined total of more than \$298,533 to support programs, materials, art and more in 2012.

With the nautical theme, *Welcome Aboard the Friendship*, Friends Day recognized the work of the volunteers who donated time and energy to support community libraries. This was the 15th year the KCLS Foundation honored outstanding members of the Friends of the Library organizations with awards. From support for children, teen and adult programming to hospitality at library events, the Friends of the Library continued to impact their communities through funds raised on behalf of KCLS.

Library Advisory Boards, established by individual cities within KCLS, collected community input and communicated with City and library staff about community needs that the local library can assist in addressing. At a series of Library Advisory Board Forums in November, Advisory Board members learned about available tools at the library to help them better understand the makeup of their communities.

ABSOLUTE VALUE: GIVING BACK TO THE COMMUNITY

Staff once again showed their commitment and caring for others by supporting nonprofits and charitable agencies during the 2012 *Workplace Caring Campaign*, raising a total of \$91,729 in donations. Staff members directed monetary gifts to the KCLS Foundation, United Way of King County, Coalition for Charitable Choice as well as any favorite agency. With the campaign theme *Who Cares? We Do!*, funding was raised through pledges as well as an online auction and other activities. Leading up to the campaign, 72 staff members volunteered on Day of Caring, lending a helping hand to people and animals in need.

"I just finished my last volunteer shift of the year at the Burien Library and look forward to another year of spending time with all those books and people who make my time there so worth it."

PRINT PREVIEW

A number of measures were taken throughout the year to let people know about new and expanded library resources and programs. With two new libraries added to the System and expanded outreach services, *KCLS' in-house design and print shop*, which is outfitted with a digital press, several high-speed copiers and bindery equipment, kept up with a 31% increase in demand for print pieces.

In addition, a template program was implemented, allowing for quick turnaround printing of simple posters and flyers for programs such as book groups, movie programs and computer classes.

NEWSWORTHY

In 2012, KCLS media coverage yielded an average of 472 news and social media mentions each month, with a total advertising value equivalent of \$302,754, or more than \$25,000 per month. The Online Events Calendar, a searchable system of library events and ongoing programs, received 971,294 hits.

\$302,754 VALUE

HONORABLE MENTIONS

KCLS was honored to receive six awards in 2012:



- Kenmore Library
2012 AIA Northwest and Pacific Region Citation Award for Design Excellence
- Kenmore Library
2012 AIA Washington Council Civic Design Honor Award
- Woodmont Library
2012 AIA Washington Council Civic Design Merit Award
- Take Time to READ
John Cotton Dana
2012 Library Public Relations Award
- Take Time to READ
Urban Libraries Council
2012 Top Innovators Award
- King County Library System
2012 Outstanding Civic Organization, Municipal League

BUDGET OUTCOMES

For the second year, KCLS implemented a budget review process to evaluate whether key programs and services achieved the intended outcomes for patrons and the community. The following areas were identified and results are reported to the Board of Trustees.

- SERVICES**
 - Library2Go! Community Connections
 - Library2Go! Early Literacy Assessments
 - System Programming
 - Study Zone
 - Smart Tables
- COLLECTIONS**
 - collectionHQ
 - Collection: Selection to Access
 - eBooks
- TECHNOLOGY**
 - Laptops in Community Libraries
 - Evergreen Post-Production Enhancements
 - Support of Patron Interests & Access
- STAFF**
 - Future Services Staffing Training
 - Page Fellowship Program
- STEWARDSHIP**
 - Lid Lift Conservation
 - Library Advisory Boards



FINANCIAL REPORT

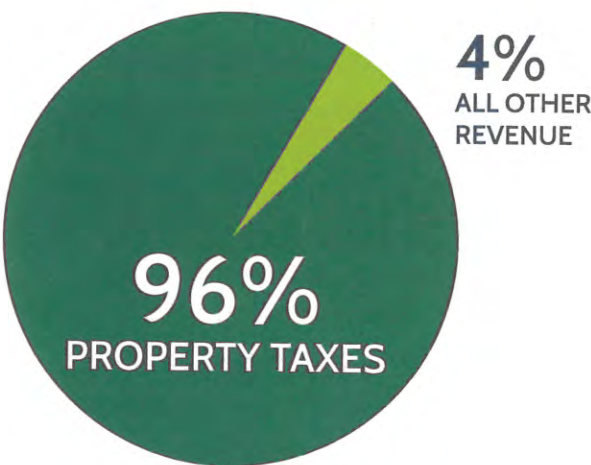
2012 FINANCIAL REPORT

Unaudited preliminary 2012 information

With a budget funded primarily from property taxes, it is imperative that the Library System be fiscally responsible at all times. Revenues in 2012 were 100.9% of budget and expenditures were 94.6% of budget. The primary expenses of the Library System are salaries and benefits, books and materials, and facilities operations and maintenance.

Funding from capital bonds went toward library improvement projects. In 2012, KCLS spent \$23.2 million of capital funds on library construction and renovation projects. KCLS took advantage of the low interest rate environment by refinancing outstanding bonds related to the Capital Improvement Plan, which resulted in a savings of \$8.2 million dollars.

2012
GENERAL FUND REVENUES
\$105M



2012
GENERAL FUND EXPENSES
\$95.4M



CIRCULATION STATISTICS

LIBRARY	CHECKOUTS	LIBRARY	CHECKOUTS	LIBRARY	CHECKOUTS
LAKE FOREST PARK	267,817	ISSAQUAH	856,259	ENUMCLAW	67,403
RICHMOND BEACH	246,449	SAMMAMISH	1,041,215	BLACK DIAMOND	113,044
SHORELINE	968,162	CLUSTER TOTAL	1,897,474	COVINGTON	730,544
CLUSTER TOTAL	1,482,428	FALL CITY	113,190	MAPLE VALLEY	440,151
BOTHELL	1,191,208	NORTH BEND	262,587	CLUSTER TOTAL	1,351,142
KENMORE	317,812	SNOQUALMIE	204,574	FEDERAL WAY 320th	192,831
KINGSGATE	502,852	CLUSTER TOTAL	580,351	FEDERAL WAY	930,792
CLUSTER TOTAL	2,011,872	GREENBRIDGE	70,011	VASHON	302,924
KIRKLAND	876,962	BOULEVARD PARK	114,547	CLUSTER TOTAL	1,426,547
REDMOND	1,454,486	BURIEN	518,384	ALGONA/PACIFIC	233,328
REDMOND RIDGE	82,507	WHITE CENTER	126,987	AUBURN	345,333
CLUSTER TOTAL	2,413,955	CLUSTER TOTAL	829,929	MUCKLESHOOT	78,075
CARNATION	125,531	SOUTHCENTER	183,731	CLUSTER TOTAL	656,736
DUVALL	195,315	VALLEY VIEW	164,290	ALL BRANCH CLUSTERS	20,437,480
SKYKOMISH	14,038	FOSTER	148,778	MOBILE SERVICES	200,869
WOODINVILLE	589,890	SKYWAY	137,288	YOUTH SERVICES CENTER	26,697
CLUSTER TOTAL	924,774	CLUSTER TOTAL	634,087	SPECIAL SERVICES	227,566
ANSWER LINE	46,775	RENTON	405,484	DOWNLOADS	1,345,330
BELLEVUE	1,233,840	RENTON HIGHLANDS	317,581	INTERLIBRARY LOAN	18,218
CROSSROADS	570,650	FAIRWOOD	689,358	SERVICE CENTER	34,516
LAKE HILLS	455,592	CLUSTER TOTAL	1,412,423	TOTAL OF NON-BRANCHES	1,625,630
CLUSTER TOTAL	2,306,857	DES MOINES	271,356	SYSTEM TOTAL	22,063,110
NEWCASTLE	27,369	KENT	678,221		
MERCER ISLAND	502,293	WOODMONT	272,783		
NEWPORT WAY	756,883	CLUSTER TOTAL	1,222,360		
CLUSTER TOTAL	1,286,545				

LEADERSHIP

Leadership roles, including KCLS Board members and the Administrative Planning Team, continued to set the direction of the organization throughout the year. Their dedication resulted in another year of outstanding service to the community.

KCLS BOARD MEMBERS

The five-member Board of Trustees governs the King County Library System and sets policy for library services throughout the System as guided by KCLS' Mission and Vision statements. Board members serve five-year terms, during which time they volunteer hundreds of service hours.

Jim Wigfall, President

Lucy Krakowiak, Secretary

Jessica Bonebright, Trustee

Robert Spitzer, Trustee

Robin McClelland, Trustee



ADMINISTRATIVE PLANNING TEAM

The leadership team at KCLS oversees the day-to-day operations of the organization. They work with civic and community organizations to ensure that library facilities and services meet the constantly changing needs of the residents KCLS serves.

Bill Ptacek, Library Director

Julie Brand, Director
Community Relations and Marketing

Linda Glenicki, Director
Finance

Holly Koelling, Director
Public Services

Jed Moffitt, Director
Information Technology Services

Charlene Richards, Director
Human Resources

Bruce Schauer, Director
Public Services

Denise Siers, Director
Public Services

Greg Smith, Director
Facilities Management Services

Nancy Smith, Director
Public Services

Jeanne Thorsen, Executive Director
King County Library System Foundation

A PDF of this document can be found at
www.kcls.org/about/annualreport



kcls.org